

AGREEMENT BETWEEN

Teamsters Local Union No. 205

Representing the

Township of Elizabeth Police Department

and

The Township of Elizabeth

JANUARY 1, 2018 – DECEMBER 31, 2021

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AGREEMENT

MADE AND ENTERED INTO this _____, 2017, by and between the TOWNSHIP OF ELIZABETH, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called "Township"),

and

TEAMSTERS LOCAL UNION NO. 205, representing the Police Officers of the Township of Elizabeth (hereinafter called "Union").

RECOGNITION

The Township hereby recognizes the Union as the sole and exclusive bargaining representative for wages, hours and other terms and conditions of employment pursuant to the Certification of Representation by the Pennsylvania Labor Relations Act and Act 111 of 1968, in Case No. PF-U-98-113-W, issued in 1998, for all full-time police officers and excluding the Chief of Police, and any other management-level employee.

Maintenance of Membership – All Police Officers who are members of the Union as of the date of this Agreement, and all Police Officers who hereafter become members of the Union, shall, as a condition of employment, maintain their membership in good standing in the Union for the duration of this Agreement. Failure of any such person to maintain his membership in good standing as required herein shall, upon written notice to the Township and the Police Officer by the Union to such effect, obligate to Township to discharge such person. A Police Officer who joins the Union may resign from the Union during a period of fifteen (15) days prior to the expiration of this Agreement. Such resignation must be in writing and must be mailed to the headquarters of the Union with a copy to the Secretary of the Township. All Police Officers who do not become Union members after January 1, 1997, shall as a condition of employment pay to the Union each month, a service charge as a contribution toward administration of this Agreement, an amount equal to eighty percent (80%) of the regular monthly dues and assessments of the Union. Upon failure of the Police Officer to pay the service charge, the Township shall discharge the Police Officer upon written notice to the Township and the Police Officer by the Union.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE NO. I – INTENT

It is the intent and purpose of the parties hereto that this Agreement shall cover all matters related to wages, salaries, hours, fringe benefits, grievance and working conditions which, by law or otherwise, municipal Police Officers are now, or may be hereafter, entitled to bargain for, individually or collectively with their municipal employer.

ARTICLE NO. II – WAGES

- A. For wage purposes, patrolmen shall be classified as Class A, Class B, Class C, Class D, and Class E, and shall be paid the wage set forth herein for those respective classes. All future patrolmen shall be hired to the force as Class E patrolmen and shall be paid the rate provided for the same.
- B. After one year of service as a Class E patrolman, a Class E patrolman will move to the rank of Class D patrolman.
- C. After eighteen months (1 ½ years) of service as a Class D patrolman, a Class D patrolman will move to the rank of Class C patrolman.
- D. After one year of service as a Class C patrolman, a Class C patrolman will move to the rank of Class B patrolman.
- E. After one year of service as a Class B patrolman, a Class B patrolman will move to the rank of Class A patrolman.
- F. The schedule of salaries for the calendar years 2018-2021 are as follows:

ANNUAL AND HOURLY RATES				
CLASS	1-1-2018	1-1-2019	1-1-2020	1-1-2021
Lieutenant	\$40.43	\$41.64	\$42.79	\$43.96
Yearly	\$84,089.20	\$86,611.88	\$88,993.71	\$91,441.04
Sergeant	\$35.21	\$36.27	\$37.26	\$38.29
Yearly	\$73,228.88	\$75,425.75	\$77,499.96	\$79,631.21
Class A	\$34.02	\$35.04	\$36.00	\$37.00
Yearly	\$70,763.47	\$72,886.37	\$74,890.75	\$76,950.25
Class B	\$33.18	\$34.18	\$35.12	\$36.08
Yearly	\$69,006.70	\$71,076.90	\$73,031.51	\$75,039.88
Class C	\$32.98	\$33.97	\$34.90	\$35.86
Yearly	\$68,599.65	\$70,657.64	\$72,600.72	\$74,597.24
Class D	\$26.80	\$27.60	\$28.36	\$29.14
Yearly	\$55,745.25	\$57,417.61	\$58,996.59	\$60,619.00
Class E	\$22.33	\$23.00	\$23.62	\$24.28
Yearly	\$46,447.23	\$47,840.65	\$49,156.27	\$50,508.07

- G. Township will provide, where possible, officer's paychecks at the completion of the 11:00 p.m. to 7:00 a.m. turn but will not be responsible for bank's failure to deliver checks to the Township.

ARTICLE NO. III – WORK WEEK AND OTHER WAGE REGULATIONS

- A. All Police Officers shall work a forty (40) hour work week, consisting of five (5) eight (8) hour days.
- B. 1. All Police Officers shall be paid time and one-half (1 ½) for all hours worked in excess of eight (8) hours in any work day or in excess of forty (40) hours during any work week;
2. Any Police Officer called back to work after completing his scheduled tour of duty, called out prior to the start of his tour of duty, or called back to work on an off day, shall be guaranteed a minimum of four (4) hours of work, payable at time and one-half (1 ½). If the assignment is completed before the four (4) hours have elapsed, the officer will be required to return to the Department or notify his/her supervisor so that other work may be assigned during the remaining time allotment. In no circumstances may the officer be relieved from duty and paid for the remaining call out time.
3. If during the Monday – Friday daylight shift a call out is required, the Chief of Police may perform bargaining unit work for a time period not to exceed three (3) hours in lieu of the call out.
- C. Police Officers who work the 3:00 p.m. to 11:00 p.m. shift and the 11:00 p.m. to 7:00 a.m. shift shall receive the following shift differential pay in addition to their regular pay:
- During 2015, 2016, 2017
Shift from 3:00 p.m. to 11:00 p.m. – .55 cents per hour
Shift from 11:00 p.m. to 7:00 a.m. – .55 cents per hour
- D. The Township shall maintain a record of overtime hours worked by employees subject to the following limitations: All employees shall be given the opportunity to work overtime over a reasonable period of time. As overtime rosters are established in accordance with this provision, senior employees will be placed at the top of the list effective January 1 of each calendar year and thereafter overtime will be distributed on a round-robin basis. Ultimately, however, the objective will be to equalize opportunity within a period of time between the employees who normally perform the job.

The preceding, notwithstanding, it is recognized that where a job is in progress, the most practical manner of assigning overtime will be to hold over qualified employees who are working on the shift that precedes the overtime. In such a situation, the above referred to roster would be consulted to determine which of the qualified employees would be held over from the preceding shift to perform this overtime work.

Other situations might occur in which the Township may have to hold employees over (or in which a sufficient number of employees cannot be held over and some additional employees must be called in) and when this occurs, the above referenced to roster will be consulted to determine which of the qualified employees shall be called in.

Overtime hours declined shall be counted as overtime hours worked for purposes of overtime distribution. Overtime hours shall not be pyramided.

It is understood and agreed that the Township retains discretion to determine the number of employees, if any that shall be used on overtime. Moreover, nothing in this Article is intended to restrict the Township's right to limit work assignments to qualified employees.

- E. Overtime pay shall be paid on the regular payday for the period in which the overtime is worked.
- F. The Township will schedule a minimum of two (2) officers to a turn. The Township shall likewise post a monthly schedule at least four (4) weeks in advance of the scheduled period. It is understood that the Township may change the posted schedule in emergency or other unforeseen circumstances.
- G. During any shift in which there is no sergeant on duty, the most senior (seniority basis) patrolman on duty will be paid at a rate equal to that of sergeant. However, this section shall not be applicable during any shift in which the Chief of Police or Lieutenant was on duty and would, by virtue of his position, be considered the Officer in Charge.
- H. The work week shall start at 12:01 a.m. Sunday and shall end the following Saturday at Midnight.
- I. Any Extra Duty Details consisting of any requested services outside of the normally scheduled work week shall be paid at one and one half (1 ½) times the rate of the current highest paid active position. This section encompasses requests from outside agencies such as government entities, companies and citizens who will reimburse Elizabeth Township the costs for such officer's wages and an administrative fee assessed by the Township. (School details and Traffic details are examples but are not all inclusive to this section).
- J. Whenever Police Officers are transporting prisoners, it shall be the discretion of the Officer-in-Charge to determine whether one (1) or two (2) officers are involved in the transport.

ARTICLE NO. IV – LONGEVITY

In addition to their base annual salaries, all Township Police Officers having completed four (4) or more years of service shall receive the following percentage longevity pay:
quarter percent (0.25%) of base annual salary after four (4) years of service and an additional quarter percent (0.25%) of base annual salary for each year of service above five (5) years of service to a maximum of five percent (5%) of base annual salary after twenty-four (24) years or more years of service.

ARTICLE NO. V – MAGISTRATE HEARINGS AND COURT APPEARANCES

Police Officers who are scheduled to attend Magistrate Hearings during their off-duty time shall be compensated at the rate of time and one-half their regular straight time hourly rate for all time

they are in attendance at Magistrate Hearings, with a minimum guarantee of two (2) hours' pay for each occasion.

Police Officers who are scheduled to appear and actually appear in the Court of Common Pleas during their off-duty time shall be compensated at the rate of time and one-half their regular straight time hourly rate for all time they are in attendance at Court plus travel time from and to the Township Municipal Building. Officers will be paid a minimum guarantee of three (3) hours. Once the jury is charged and released to deliberate, police officers attending Court will either return to the Department or notify their immediate supervisor that they are no longer on-duty.

Payment for attendance at either a Magistrate Hearing or in Court shall only be provided when the officer has verified twenty-four (24) hours in advance of the hearing/court appearance that the matter has not been cancelled or rescheduled. If the police officer has not obtained such verification, he will forfeit compensation if he appears at a Magistrate Hearing or in Court when the matter has been cancelled or rescheduled more than twenty four (24) hours in advance.

ARTICLE NO. VI – HOLIDAYS

A. All Police Officers shall have the following paid legal holidays:

New Year's Day (Jan. 1)	Thanksgiving Day (Actual Day)
Easter Sunday (Observed)	Day after Thanksgiving (Actual Day)
Memorial Day (Observed)	Christmas Eve (Dec. 24)
Independence Day (July 4)	Christmas Day (Dec. 25)
Labor Day (Observed)	New Year's Eve (Dec. 31)
Veteran's Day (Observed)	

B. If a Police Officer is assigned and works on a holiday, he shall be paid double time and a one half (2 ½) for such work.

An officer who works a shift that ends on a day designated as a holiday in Section A may be compensated at time and one half (1 ½) his/her hourly rate and be entitled to receive a deferred holiday to be used in the future with approval of the Chief of Police or his/her designee in lieu of receiving holiday pay.

C. If a holiday occurs during a Police Officer's vacation period, such Police Officer shall receive an additional paid day off.

D. In order to be eligible for holiday pay as provided for in this Article, the Police Officer must work his/her regularly scheduled workday immediately prior to said holiday and his/her regularly scheduled workday after said holiday, unless he/she is absent because of death in the family, hospitalization (being admitted), occupational injury, or jury duty.

ARTICLE NO. VII – PERSONAL DAYS

Employees shall receive three (3) personal days per calendar year. It is contractually understood that except in cases of stated emergency, the personal days shall not be taken except at a prior

requested time, and that mutual management consideration shall be a factor in scheduling the days. If more than one (1) officer should apply for the same personal day, seniority shall determine which officer will be allowed to take the day off.

ARTICLE NO. VIII – VACATIONS

A. All Police Officers shall be entitled to a vacation according to the following schedule:

After one year	One week
After two year	Two weeks
After five years	Three weeks
After ten years	Four weeks
After eighteen years	Five weeks
After twenty-five years	Six weeks

B. Selection on the vacation schedule by Police Department personnel shall be made on a seniority basis. Officer entitled to more than one (1) week of vacation may split one week (5 days) into single days. Officers entitled to three (3) or more weeks of vacation may split two (2) weeks (10 days) into single days; however an officer electing to split the second week will be precluded from scheduling the second week of single days until all other officers have selected their vacation time off in accordance with the established procedure. With the exception of the one or two single day option, all other vacation must be scheduled in increments of five (5) vacation days. Such splitting may occur only when minimum of one (1) week's notice of such splitting is given to the Township and no more than one other officer is on vacation at the time of taking such split vacation. Police Officers will be prohibited from scheduling a single vacation day on a holiday or personal day.

C. One week's vacation shall consist of five (5) working days off. Vacation shall be scheduled so that a Police Officer's vacation shall start immediately after said officer's scheduled two (2) consecutive days off. When possible, the Township shall adjust schedules to allow Police Officers two (2) consecutive days off after the five (5) working days. Management concurs in this procedure but cannot guarantee its total viability. However, the Township will guarantee one (1) day off after five (5) days of vacation and will attempt to schedule two (2) days off after the five (5) days of vacation but cannot guarantee the two (2) days.

ARTICLE NO. IX – UNIFORM ALLOWANCE

A. Any new member of the Police Department shall receive one (1) complete uniform provided by the Township.

B. In addition thereto, each member of the Police Department shall receive a uniform allowance of seven hundred dollars (\$700.00) for each calendar year of this Agreement. However, the Police Officer must present a uniform purchase order to receive the allowance. Payment of the uniform purchases shall be made by the Township within ten (10) days of receipt of the invoice. Any officer hired after June 30 in each year shall receive one-half (1/2) of the uniform allowance and any officer hired prior to June 30 in each year shall receive a full uniform allowance.

1. The uniform allowance may also be used for the dry cleaning of uniforms.
- C. In the event the Board of Commissioners decides to change officers uniforms, the cost of said replacement shall be paid by the Township.
 - D. Body Armor shall be replaced at the discretion of the Township in consideration of the manufacturer's warranty. The cost to the Township of said replacement shall be capped at nine hundred dollars (\$900.00) within a five (5) year period. Any additional costs associated with the procurement of body armor may be paid out of the police officer's annual uniform allowance.
 - E. The Township shall designate authorized or approved Township vendors from whom the uniform items must be purchased, provided the same are available within fourteen (14) days of the request by the officer.
 - F. The Township agrees to pay for uniform items damaged on duty including prescription eyewear (glasses and contact lenses).
 - G. Uniform allowance may be used for the purchase of firearms only to the extent that the firearms purchased using the uniform allowance are those with which a Police Officer will qualify for use while on duty.

ARTICLE NO. X - BEREAVEMENT PAY

- A. In the event of a death in an officer's immediate family, such officer shall receive no more than four (4) days off with pay. Such days shall be the day of the funeral and three (3) preceding days. These days must be the officer's normally scheduled work days. "Immediate family" is defined as parents, children, spouse, brother, sister, mother-in-law, father-in-law and significant other. "Significant other" shall be defined as "An individual who resides in the same residence with the Police Officer and with whom the Police Officer has been in a committed, romantic relationship for a substantial period of time."
- B. In the event of the death of a grandparent or grandparent-in-law, the officer shall have the day of the funeral off, with pay, if such day would otherwise have been the officer's scheduled work day.

ARTICLE NO. XI - SCHOOLS & TRAINING CLASSES

- A. When an officer attends a mandatory training class ordered by the Police Chief, he shall receive time and one-half for hours worked over forty (40) hours.
- B. When an officer is ordered to attend school, he shall be permitted to use Township vehicles for transportation. If Township transportation is not available, he will be paid the currently allowable Internal Revenue Service mileage reimbursement rate to personally provide other suitable transportation. Officers shall not be paid for travel to and from training except as may be required by law. In addition, he shall be furnished accredited books or money to buy same, as well as money to buy necessary supplies.

- C. Officers shall be reimbursed ten dollars (\$10.00) per day for meals while attending school outside the geographical boundaries of the Township, unless meals are an integral part of the cost of the tuition for the school.
- D. In the case of training classes selected by the officer and approved by the Township for attendance, Township shall pay for tuition, supplies and books required for college classes according to the following conditions after the course is completed and passed. Officers attending in person or participating via an internet class shall be reimbursed one hundred percent (100%) of expense upon completion of the course with an "A"; seventy-five percent (75%) reimbursed upon completion of the course with a "B"; and Officers shall receive no reimbursement for any grades below a "B". In all situations, books and supplies shall become the property of the Township whether the course is mandatory or voluntary on the part of the officer. Notwithstanding, however, these books, where practical, shall be available for officer reference.

ARTICLE NO. XII – INSURANCE BENEFITS

- A. Police Officers shall receive the following insurance benefits set forth below, paid fully by the Township. The coverage to be provided is as follows:

1. All full-time employees shall, at the employee's request, be covered under the Township's hospitalization plan, as summarized in Exhibit B (Summary of Benefits PPO Blue \$250/\$500), For the year 2018, the employee shall contribute two and a quarter percent (2.25%) of the employee's base pay toward the medical premium and the remainder shall be paid by the Township. For the year 2019, the employee shall contribute two and a half percent (2.50%). For the year 2020, the employee shall contribute two and three quarter percent (2.75%). For the year 2021, the employee shall contribute three per cent (3%) of the employee's base pay. Any deductible or co-pay described in the Summary of Benefits Form (PPO Blue \$250/\$500) will be paid by the employee.

The Township shall have the right to change the existing medical, surgical, and hospitalization insurance plan, which is comparable to the coverage which is presently being provided. The Union, however, retains the right to grieve the Township's determination that the plan is comparable. If the Union does not agree that a plan selected by the Township is comparable it will so state, in writing, to the Township within fourteen (14) days of the plan being provided to the Union by the Township, or such longer period as mutually agreed to by the parties. In that event, the Township may not unilaterally implement the proposed new plan, however, it may immediately process the dispute before a neutral arbitrator selected pursuant to the arbitration step of the grievance procedure. The decision of the arbitrator on this comparability issue shall be issued within forty-five (45) calendar days of the Union's written notice contesting that the plan selected by the Township is comparable and shall be final and binding and will determine if the Township is authorized to implement a new plan.

The prior practice of reimbursing police officers for prescriptions (including but not limited to co-pays) will be eliminated.

2. Either party may reopen the contract and go to expedited interest arbitration whenever health care costs are projected to exceed the limits under the law for the imposition of the excise tax (or "Cadillac tax"). Any such arbitration shall be designed so that it is the arbitrator's express duty to award such health care benefits that are below the limits of and not subject to the Cadillac tax. The selection of the neutral arbitrator and the decision of the arbitrator shall be processed in the same manner and within the same timeframe as provided in Article XII, Section A(1)(b), above.
3. The Township agrees to provide and pay for the Dental and Eye Care Program under the Employer-Teamsters Local 205 Welfare Fund for the employees and their dependents. Total cost to be paid for by the Township.
4. Life Insurance – Term life insurance of \$50,000.00 while actively employed; A.D.D. - \$50,000. Upon retirement an officer shall receive \$20,000 of life insurance at no cost to the officer.
5. This provision of the Collective Bargaining Agreement supersedes any and all inconsistent or conflicting language of the Collective Bargaining Agreement between the Parties. Similarly, this provision supersedes any past practice which is inconsistent or which conflicts with it. This provision is to be interpreted liberally so as to ensure that it accomplishes its objective. The Parties recognize the reality that certain third parties (for example, insurance carriers, group plans, and/or the legislatures) have the ability to unilaterally make changes to the health insurance arrangements being provided to the employees under the Collective Bargaining Agreement. These changes potentially include, but are not limited to, changes to plans, elimination of plans, changes to the available medical procedures (such as in-patient drug and alcohol treatment) and/or number of treatments available during a particular time period, changes in available health care providers (such as hospitals or clinics) and/or health care professionals (such as physicians or physical therapists) changes to co-pays and/or deductibles, and elimination of insurance plan options (such as traditional/indemnity or point of service). In addition, the changes potentially include, but are not limited to, changes in record-keeping requirements and procedures, point-of-service and pre-certification rules, and in-network/out-of-network rules. The Parties agree that the Township is not a guarantor of health insurance plans or any components of those plans being provided the employees under this Agreement and that the Township has not agreed to self-insure any aspect of those plans or the components of those plans should they be modified in whole or in part or eliminated. This negotiated understanding applies to all forms of health insurance that are the subject of this Collective Bargaining Agreement.

The Township has a responsibility to timely pass on to the Union written notice received by the Township from the carrier and/or group plan of changes to the existing health plans as more thoroughly detailed above. If an insurance plan is to be eliminated or changed as substantially as to the available hospitals and/or physicians as to mean de facto elimination, the Township shall have the responsibility to act in good faith to change the employees to a new plan and/or carrier, which is comparable to the coverage presently being provided and which costs the same or less than such coverage. The term "comparable" does not mean equal to or equivalent, but that which is reasonably

available. The Union retains the right to grieve the Township's determination that the plan and/or carrier is "comparable" as provided in Section A (1).

- B. The Township shall provide for Sick and Accident Benefits in the amount of fifty percent (50%) of an Officer's base salary for a twenty-six week period. The sick and accident benefits will apply after the employee has utilized his other accumulated sick leave time.
- C. Effective January 1, 2008 the Township agrees to increase existing long-term disability benefits to 66 2/3% of an Officer's base salary.
- D. Township shall provide Police Officers with a single concise statement as to the types of insurance coverage for each Police Officer of the Township.
- E. False Arrest – Police Officers shall receive insurance against charges of false arrest in the following amounts:
 - \$1,000,000 in respect to any one claimant for any one incident, including all claims expenses.
 - \$1,000,000 in respect to any one incident involving more than one claimant and subject to the aforesaid limits and for any one incident, including all claims expense.
 - \$1,000,000 – Aggregate limit for all claims occurring during any policy period, including all claims expenses from all incidents.
- F. Police Officers who retire subsequent to December 31, 1996, shall be provided with health insurance (including dental and vision) for the retired member at the same level as at the time of retirement until Medicare comes into effect. Police officers hired after January 1, 2009, will not be eligible to receive post-retirement health care benefits.

Eligible employees who retire after the execution of this Agreement shall be required to pay a flat monthly fee of seventy-five (\$75.00) dollars to the Township for their post-retirement health care benefits.

In addition, the retiree shall be entitled to receive the foregoing post-retirement health insurance benefits for his spouse, if any, for a period no greater than five (5) years from the date of the officer's retirement, or Medicare eligibility of the officer, whichever comes first. Said benefits shall include the provisions with respect to coverage with another employer as delineated in the last paragraph of this Article XI, Insurance Benefits. The cost associated with the spousal health insurance coverage shall be split evenly between the Township and the retiree. During the period that a retired officer's spouse might be entitled to health insurance benefits under the terms of the Agreement, if the retired officer's spouse is eligible to receive health care benefits from any other source (regardless of cost or plan design), the spouse must forego health care benefits provided under the Township's plan.

Additionally, the Police Officer shall be permitted to elect to have his dependents, other than his spouse, remain in the Township's group insurance plans; but a Police Officer who so elects such option shall pay the applicable premiums for such insurance coverage.

If a retired Police Officer obtains employment with an employer who provides comparable health, dental and eye insurance benefits at no cost to the retired officer, the retired officer shall notify the Township of such employment and not continue in the Township's insurance plans. In the event the retired Officer fails to notify the Township of such employment, he shall be surcharged for the amount of the premium paid by the Township for his coverage during such employment. If the retired Officer's employment thereafter terminates, he shall be entitled to return to the Township's Health, Dental and Eye Insurance Plans immediately, with all costs being paid for by the Township.

G. Waiver of Health Insurance

If an employee covered under this agreement is married to an individual who has health insurance coverage through an employer other than the Township, the Township employee may waive health insurance coverage through the Township. If the employee covered under this agreement does not receive health insurance coverage through the Township, he/she may enroll in the waiver program.

The Township will only accept a waiver of health insurance coverage if the employee provides proof that he/she is enrolled in another health insurance plan. Acceptable proof will be an enrollment card with the subscriber's name, identification number and group number. The Township reserves the right to verify that the employee is enrolled in another health insurance plan.

An employee will be able to waive his/her health insurance coverage during the annual open enrollment period or within the timeframe permitted following the occurrence of a qualifying event as provided under the terms of the health care insurance plan.

Within the timeframe permitted following the occurrence of a qualifying event as provided under the terms of the health care insurance plan, the employee must provide the Township with written notice of such change. An employee will only be permitted to re-enroll in the Township's health insurance program if such a change causes the employee waiving health insurance coverage to lose his or her other health insurance coverage. Re-enrollment into the Township's health insurance program will be effective so as to prevent a lapse in coverage. The Township will require proof that life and family status change has occurred.

In exchange for waiving health insurance coverage through the Township, the employee will receive taxable compensation in an amount not to exceed two thousand five hundred dollars (\$2,500), payable in equal monthly installments over the course of a year. Such payments shall only be made during the time that the employee has effectively waived and does not receive health insurance coverage through the Township.

H. Teamsters Legal Defense Fund

The employer shall provide and pay the full cost of the Teamsters Legal Defense Fund for all officers, a criminal and civil defense insurance. The current cost of the benefit is \$86.88 annually per officer.

ARTICLE NO. XIII – SICK LEAVE

- A. Police Officers, after one (1) year of service, shall be entitled to ten (10) days sick leave in any one calendar year, which may be accumulated up to one hundred (100) days. A doctor's certification is required for an absence from work due to sickness for three (3) or more consecutive days. For absences of less than three (3) days, a doctor's certificate may be required where the Township has reason to believe that the employee has been abusing the sick leave privilege.
- B. Any sick days accumulated over one hundred (100) days shall be considered for conversion to personal days, that is one (1) personal day for each two (2) sick days accumulated over one hundred (100). These additional personal days will be governed by the rules as set forth in Article VI, Section B herein.
- C. A Police Officer may elect to have the Township compensate him for his accumulated sick days over one hundred days at the rate of fifty percent (50%) of his straight time daily rate for any or all of his accumulated sick days over one hundred days.
- D. Upon the retirement of a Township Police Officer, the Township shall compensate that Police Officer for all of his then accumulated sick days at the rate of fifty percent (50%) of his regular straight time daily rate for each accumulated sick days.
- E. If a Police Officer dies, off duty, prior to retirement, the Township agrees to compensate the eligible dependents for any accumulated sick days. The payment shall be at the rate of fifty percent (50%) of his regular straight time daily rate for each accumulated sick day.
- F. A Police Officer may distribute unused sick days to other members of the police force when he deems necessary. The aforementioned distribution of unused sick days to other members of the police force shall be with the written approval of the Chief of Police after his being provided with appropriate documentation to assure proper distribution and accountability thereof.
- G. If an officer dies on duty, the Township agrees to compensate the eligible dependents for any accumulated sick days. The payment shall be at the rate of one hundred percent (100%) of his regular straight time daily rate for each accumulated sick day.

ARTICLE NO. XIV – GRIEVANCE PROCEDURE

Should dispute arise between the parties as to the meaning and application of the provisions of this Agreement, or with respect to every day working conditions, such differences shall be settled in the following manner:

FIRST STEP

The grievance shall be submitted, in writing, to the Police Chief within ten (10) working days after the occurrence of the grievance. The grievant, with or without a member of the Grievance Committee, shall attempt to settle the grievance with the Police Chief. An answer, in writing, by the Police Chief will be given within three (3) working days from the date the grievance is first presented.

SECOND STEP

If the grievance is not resolved at the First Step, the Union may appeal to the Second Step within five (5) days after the First Step answer is received, by written notice to the Chairman of the Police Committee. The Chairman of the Police Committee shall then arrange a meeting within two (2) weeks between the members of said Committee, the Township Commissioners or its designee, the Police Chief, and the Union. The Township will then give a written answer within five (5) days after said meeting.

THIRD STEP

In the event the grievance is not settled at Step Two, either party may, upon notice to the other, appeal the grievance to arbitration within ten (10) days from the date of receipt of the Township's answer at the Second Step. The parties shall then promptly attempt to mutually agree upon an impartial arbitrator within five (5) working days after appeal to arbitration. If the parties are unable to mutually agree upon an impartial arbitrator, then the Township and the Police Officers shall request the Pennsylvania Mediation Service to submit a panel of seven (7) names of suggested arbitrators. The parties shall then select the impartial arbitrator from such list by each party alternately removing one (1) name from the list until but one name remains, with the Union being the first to strike a name for the first grievance. For any additional grievances, the strike first procedure will alternate between the Union and the Township.

The decision of the impartial arbitrator shall be final and binding on the parties. The expense of the impartial arbitrator selected, including any costs imposed on securing a panel of arbitrators from any state, federal or private bureau and of the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the Township and the Union.

The impartial arbitrator shall submit his decision within thirty (30) days of hearing unless time is extended by mutual agreement of the parties.

In a discharge or suspension case, the impartial arbitrator shall have the authority to sustain the suspension or discharge, or, if he finds a suspension or discharge was not proper, he shall then have the authority to order reinstatement and compensation for time lost in whole or in part, or to find the penalty imposed on the employee was too severe and award a less severe penalty.

Saturday, Sunday, and designated holidays shall not be included in time limits set forth above.

If a grievance is not responded to, it will be deemed denied and the Union shall proceed to the next step of the Grievance procedure.

ARTICLE NO. XV – JURY DUTY

Any police officer covered by this Agreement who is ordered by the appropriate authority to report for jury duty shall be granted a leave of absence from his regular duties for the actual period of such jury duty and receive for such period of jury duty, the difference between any jury duty compensation they receive and their regular wages for each day of jury service which fall on the officer's regularly scheduled working days. When an officer receives notice that he is to

report for jury duty, he shall notify the Chief immediately. The Township reserves the right to request the County to release and relieve any officer from jury duty.

ARTICLE NO. XVI – POLICE PENSION FUND CONTRIBUTIONS

- A. Based on information provided to the Township by the Pennsylvania Municipal Retirement System (PMRS), the Police Pension Fund Member contributions are zero percent (0%) of compensation.
- B. Upon receipt of the new Act 205 Actuarial Valuation Report either party may re-open the collective bargaining agreement strictly for negotiating the issue of whether officer contributions are necessary in order to maintain the actuarial soundness of the plan. This Board of Arbitration shall retain jurisdiction to resolve any re-opener issues.

ARTICLE NO. XVII – POLICE PENSION FUND IMPROVEMENTS

- A. Township agrees that Section 4, Item (a) of Ordinance No. 436 for the life of this Agreement will be amended to eliminate the Federal Social Security percentage benefit offset against any Police Pension Fund benefit to which they are otherwise entitled by reason of age and years of service.

The Township further agrees that officers will have one hundred percent (100%) vested retirement benefits after completing twelve (12) years of service.

The Township further confirms that it is a member of the Pennsylvania Municipal Retirement System and said entry into that system was carried out after a secret ballot showing acceptance of said Plan by seventy-five percent (75%) of the Officers covered.

- B. Each Police Officer with more than twenty-five (25) years of service as a Township Police Officer shall be entitled upon his or her retirement to a pension service increment. Such service increment shall be calculated by multiplying an Officer's whole years of service at retirement in excess of twenty-five (25) years times 2.5% (0.025) of the Officer's annual pension benefit. In no event may the service increment benefit exceed twelve hundred dollars (\$1,200) per year.

ARTICLE NO. XVIII – PREVIOUS BENEFITS RETAINED

Previous benefits obtained through binding arbitration or formerly enjoyed by the Police Officers as working conditions established through Township policy or Township Ordinances are retained and are to be continued except as inconsistent with this Agreement. This Agreement incorporates all prior benefits achieved through arbitration and as specifically recited herein as contemplated in Article XIX hereof.

ARTICLE NO. XIX – MANAGEMENT RIGHTS

The Township has the exclusive right and power to manage, control, and conduct its business, to plan and direct the police force, including the right to hire, suspend, discharge, promote, demote,

schedule and transfer its Police Officers for good cause, and to make rules relating to operation as it deems advisable, subject, however, to other provisions of this Agreement and past practices.

ARTICLE NO. XX – STIPULATION

This Agreement contains the entire agreement between the Township and the Police Officers. It is stipulated and agreed by and between the parties that this Agreement contains the full and complete recitation of any and all agreements and polices made and incorporates all prior arbitration awards.

ARTICLE NO. XXI – SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement should be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or the enforcement of has been restrained, shall not be affected thereby. Any masculine term used herein shall include the feminine and vice versa.

ARTICLE NO. XXII – MISCELLANEOUS

- A. Officer Safety and Confidentiality – no officers' personal information or work schedule will be released to the general public.
- B. Take Home Cars - The prior take home car system shall be eliminated. Police officers will be required to provide their own transportation to and from the municipal building when it is determined by the OIC, based on the Township's operational needs, that the police officer cannot be transported by an on-duty officer.
- C. Probationary Period - Newly appointed police officers shall serve a probationary period of one (1) year. During the probationary period an officer may be dismissed at the Township's discretion and the dismissed officer will be precluded from grieving the termination under the grievance procedure contained in this agreement.
- D. Policies - New and revised policies will be provided to the Union Steward thirty (30) days preceding their effective date. If the Union files no objection within the thirty (30) day period, the Union will be deemed to assent to the new/revised policy. If the Union objects, they must do so in writing and must specify in detail which sections are contested. Negotiations, to the extent required by law, will thereafter commence.
- E. Seniority - Seniority shall be defined as the length of continuous service in the bargaining unit. Continuous service shall be computed from the last date of hire. Continuous service shall be broken by:
 - 1. Quit - Absence for three (3) consecutive workdays without notice to the Township shall also constitute a "quit;"
 - 2. Discharge for just cause;

3. Except as otherwise specifically provided in this Section, absence from work for any reason for a period in excess of eighteen (18) months;
4. Layoff in excess of twenty-four (24) calendar months;
5. Failure to report to work within five (5) days after recall to work sent by certified mail to the employee's last known address. Each employee is responsible for maintaining with the Township residence address information; and
6. Transfer or promotion to a position outside of the bargaining unit.

F. Bill of Rights -

1. When an anonymous complaint is made against a police officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.
2. The Township will investigate anonymous complaints.
3. During an internal investigation, a police officer may, at his/her discretion, have a Union representative present.
4. In accordance with applicable law, a police officer may review his/her personnel file.

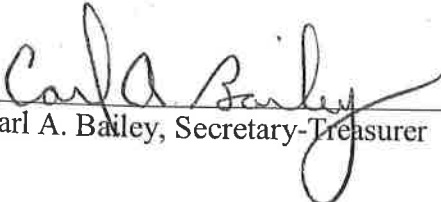
G. Residency. Employees hired after the execution of this Agreement are required to establish their residence in the geographical boundaries of Elizabeth Township within one (1) year of their appointment. At the discretion of the Chief of Police, the residency time period may be extended for an additional one (1) year.

ARTICLE NO. XXIII – TERM OF AGREEMENT

This Agreement shall become effective January 1, 2018 and remain in full force and effect through December 31, 2021.

WITNESS the hands and seal of the TOWNSHIP OF ELIZABETH, through its proper officers, and the TEAMSTERS LOCAL UNION NO. 205, through its proper officers.

TEAMSTERS LOCAL 205



Carl A. Bailey, Secretary-Treasurer

8.22.17
Date

TOWNSHIP OF ELIZABETH



8/24/17
Date

EXHIBIT A

Elizabeth Township Drug and Alcohol Testing Policy

Elizabeth Township believes that it is essential to ensure that its employees come to work free of the influence of drugs or alcohol. No employee shall use, possess, or be under the influence of any illegal drugs (including prescription drugs, which are not prescribed for the employee); report for duty or remain on duty while under the influence of any legal prescription drug to the extent that job performance is adversely affected; report for duty or remain on duty while having a blood alcohol concentration of .02 or greater; or consume alcohol for at least eight (8) hours after a reportable vehicle accident and/or firearm discharge for which a post-accident drug or alcohol test is required.

It is the policy of the Township to test for alcohol or drug use when there is cause to believe that an employee is involved with or under the influence of alcohol or drugs in the workplace. In addition, each employee will undergo two mandatory drug and alcohol tests administered on a random basis each calendar year. As soon as possible, but no later than 2 hours after a reportable vehicle accident occurs during employment hours, any employee whose performance either contributed to the accident or whose performance cannot be completely discounted as a contributing factor to the accident shall be drug/alcohol tested. All covered employees shall immediately report all accidents issued during the employees' course of his/her shift regardless of the ownership of vehicle involved in the accident. Employees will also be tested for the presence of alcohol or drugs after he/she has discharged his/her firearm while performing the duties of the position within 2 hours of the discharge.

Testing by the state for CDL licensure or by the Township for cause shall count toward an individual's alcohol and drug testing obligation for the remainder of the calendar year.

Refusal to submit to testing shall be regarded as a positive test result for purposes of this policy.

Testing will be for illegal substances, including some medications available by prescription. If the employee tests positive for the prescribed drug, the testing agent will verify usage through the prescribing physician. Once verified, the testing agent will record the test result as negative and report a negative result to the Township. If the testing agent is not able to verify the prescription, the positive result will be reported to the Township.

All test results will be strictly confidential. Results will be reported to the Township Manager. Test results will not be discussed with any Township employee, including managers and commissioners.

First Positive Result

The Township Manager will discuss the positive result with the employee. Based on that discussion, the employee shall:

1. Be suspended without pay, and

2. Be referred to a Substance Abuse Professional (SAP) approved by the Township.

Employees entering the rehabilitation program will be required to fulfill all the requirements of the program, including any additional alcohol or drug testing. The program, not the Township, will establish requirements for successful completion. The Township will be notified when the employee has successfully completed the program.

If the employee successfully completes the program, he/she will be reinstated. The Township may test the reinstated employee at its discretion during the following twelve (12) months to assure continued compliance.

If the employee refuses to participate or fails to successfully complete the program, he/she will be terminated.

Subsequent Positive Results

If the employee fails a subsequent alcohol or drug test within three years of a prior positive test, he or she will be terminated. Failure of a subsequent alcohol or drug test beyond three years shall be regarded as a first Positive Result.

Compliance with the foregoing policy shall be subject to the contractual grievance and arbitration procedure. However, the discipline defined in this policy shall not be subject to change and/or alteration by an arbitrator. An arbitrator's authority shall be solely limited to a determination as whether an employee has violated the terms of this policy.

EXHIBIT B



Summary of Sharing PPOBlue \$250 Benefits

With your PPO, or Preferred Provider Organization, if you receive services from a provider who is in the PPO network, you'll receive the highest level of benefits. If you receive services from a provider who is not in the PPO network, you'll receive the lower level of benefits. In either case, you coordinate your own care. There is no requirement to select a Primary Care Physician (PCP) to coordinate your care. Below are specific benefit levels that apply during your benefit period.

Benefit	Network	Out-of-Network
Benefit Period (1)	Contract Year	
Deductible (per benefit period)		
Individual	\$250	\$500
Family	\$500	\$1,000
Plan Payment Level – Based on the provider's reasonable charge (PRC)	100% after deductible	80% after deductible
Out-of-Pocket Maximums (Once met, plan payment level becomes 100%)		
Individual	None	\$2,000
Family	None	\$4,000
Lifetime Maximum (per person)	Unlimited	
Primary Care Physician Office Visits	100% after \$20 copayment	80% after deductible
Specialist Office Visits	100% after \$20 copayment	80% after deductible
Preventive Care (2)		
<i>Routine Adult</i>		
Physical exams	100%	Not Covered
Adult immunizations	100%	80% after deductible
Colorectal cancer screening	100%	80% after deductible
Routine gynecological exams, including a Pap Test	100%	80% (deductible does not apply)
Mammograms, annual routine and medically necessary	100%	80% after deductible
Diagnostic services and procedures	100%	80% after deductible
<i>Routine Pediatric</i>		
Physical exams	100%	Not Covered
Pediatric immunizations	100%	80% (deductible does not apply)
Diagnostic services and procedures	100%	80% after deductible
Emergency Room Services	100% after \$50 copayment (waived if admitted)	
Spinal Manipulations	100% after \$20 copayment	80% after deductible
Limit: 20 visits/benefit period		
Physical Medicine	100% after \$20 copayment	80% after deductible
Limit: 20 visits/benefit period		
Speech Therapy	100% after \$20 copayment	80% after deductible
Limit: 20 visits/benefit period		
Occupational Therapy	100% after \$20 copayment	80% after deductible
Limit: 20 visits/benefit period		
Allergy Extracts and Injections	100% after deductible	80% after deductible
Ambulance	100% after network deductible	
Assisted Fertilization Procedures	Not Covered	
Dental Services Related to Accidental Injury	100% after deductible	80% after deductible
Diabetes Treatment	100% after deductible	80% after deductible
Diagnostic Services		
Advanced Imaging (MRI, CAT, PET scan, etc.)	100% after deductible	80% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	100% after deductible	80% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	100% after deductible	80% after deductible
External Formulas	100% (deductible does not apply)	80% (deductible does not apply)
Home Infusion Therapy	100% after network deductible	
Home Health Care	100% after deductible	80% after deductible
Hospice	100% after deductible	80% after deductible
Hospital Services		
Inpatient	100% after deductible	80% after deductible
Outpatient	100% after deductible	80% after deductible
Infertility Counseling, Testing and Treatment (3)	100% after deductible	80% after deductible
Maternity (non-preventive facility & professional services)	100% after deductible	80% after deductible
Medical/Surgical Expenses (except office visits)	100% after deductible	80% after deductible
Mental Health		
Inpatient	100% after deductible	80% after deductible
Outpatient	100% after deductible	80% after deductible
Private Duty Nursing	100% after network deductible	
Respiratory Therapy	100% after network deductible	
Skilled Nursing Facility Care	100% after deductible	80% after deductible
Limit: 100 days/benefit period		
Substance Abuse		
Inpatient Detoxification	100% after deductible	80% after deductible
Inpatient Rehabilitation	100% after deductible	80% after deductible
Outpatient	100% after deductible	80% after deductible

Benefit	Network	Out-of-Network
Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	100% after deductible	80% after deductible
Transplant Services	100% after deductible	80% after deductible
Precertification Requirements (4)	Yes	
Prescription Drug Deductible Individual Family	None per Contract year None per Contract year	
Premier Prescription Drug Program Mandatory Generic(5) <i>Defined by Premier Pharmacy Network - Not Physician Network. Prescriptions filled at a non-network pharmacy are not covered.</i>	Retail Drugs (31/60/90-day Supply) \$8/\$16/\$24 generic copayment \$40/\$80/\$120 brand copayment Maintenance Drugs through Mail Order (90-day Supply) \$16 generic copayment \$80 brand copayment	

- (1) Your group's benefit period is based on a Contract Year. The Contract Year is a consecutive 12-month period beginning on your employer's renewal date. Contact your employer to determine the renewal date applicable to your program.
- (2) Services are limited to those listed on the Highmark Preventive Schedule. Gender, age and frequency limits may apply.
- (3) Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.
- (4) Highmark Healthcare Management Services (HMS) must be contacted prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related inpatient admission. Some facility providers will contact HMS and obtain precertification of the inpatient admission on your behalf. Be sure to verify that your provider is contacting HMS for precertification. If not, you are responsible for contacting HMS. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, you will be responsible for payment of any costs not covered.
- (5) Prescriptions are covered as long as they are listed on the prescription drug formulary applicable to your plan. To obtain a prescription medication that is not included on this formulary, your doctor must complete the 'Prescription Drug Medication Request Form' and return it to the Pharmacy Affairs Department for clinical review. Under the mandatory generic provision, you are responsible for the payment differential when a generic drug is available and you or your doctor specifies a brand name drug. Your payment is the price difference between the brand name drug and the generic drug in addition to the brand name drug copayment or coinsurance amounts, which may apply.