

AGREEMENT

between

ROBINSON TOWNSHIP

and

ROBINSON TOWNSHIP POLICE DEPARTMENT

Effective:

January 1, 2018 through and including December 31, 2021

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SECTION 1. BARGAINING UNIT DEFINITION

The bargaining unit shall consist of all police officers who are duly and legally appointed through the civil service procedures prescribed by state statute, except for the Police Chief who shall be considered a part of management.

The negotiating committee will consist of those men elected by all the full-time and part-time police officers, (except the Chief of Police) to represent the body of the police.

SECTION 2. NO STRIKE, NO LOCKOUT

During the term of this agreement, the employee representative and its individual members will refrain from any work stoppage, slow down, job action, organized or systematic use of sick leave, or any other disruptive practice. The employer agrees not to lock out, harass, or otherwise deter the employees from the regular exercise of their assigned duties.

SECTION 3. WAGES

A. Patrolman Jobs

The basic salary rate for bargaining unit full-time patrolmen jobs shall be increased two (2%) percent effective January 1, 2018, an additional two (2%) percent effective January 1, 2019, an additional two (2%) percent effective January 1, 2020, and an additional two (2%) percent effective January 1, 2021.

| | <i>1/1/2018</i> | <i>1/1/2019</i> | <i>1/1/2020</i> | <i>1/1/2021</i> |
|-------------------------------------|-----------------|-----------------|-----------------|-----------------|
| <i>Patrolman Base Salary</i> | \$ 98,249.61 | \$ 100,214.61 | \$ 102,218.90 | \$ 104,263.28 |
| <i>Ptl. Base Hourly Rate</i> | \$ 47.24 | \$ 48.18 | \$ 49.14 | \$ 50.13 |
| <i>Sgt. Annual Salary</i> | \$ 105,127.11 | \$ 107,229.65 | \$ 109,374.24 | \$ 111,561.73 |
| <i>Sgt. Hourly Rate</i> | \$ 50.54 | \$ 51.55 | \$ 52.58 | \$ 53.64 |
| <i>Lt. Annual Salary</i> | \$ 112,486.00 | \$ 114,735.72 | \$ 117,030.43 | \$ 119,371.04 |
| <i>Lt. Hourly Rate</i> | \$ 54.08 | \$ 55.16 | \$ 56.26 | \$ 57.39 |

The above rates shall be applied, based upon years of patrolman job service, however, as follows:

| <u>Service</u> | <u>Rate</u> |
|----------------------|---------------------|
| Zero to One (1) Year | 70% of Basic Salary |

| | |
|-----------------------------|----------------------|
| One (1) to Two (2) Years | 80% of Basic Salary |
| Two (2) to Three (3) Years | 85% of Basic Salary |
| Three (3) to Four (4) Years | 90% of Basic Salary |
| Four (4) or More Years | 100% of Basic Salary |

B. Sergeant, Detective Sergeant and Lieutenant Jobs

The basic salary rate for bargaining unit sergeant and detective sergeant jobs shall be seven (7%) percent higher than the rate established herein, for each calendar year of this agreement, for patrolmen with four (4) or more years of service with the Township.

The basic salary rate for bargaining unit lieutenant jobs shall be seven (7%) percent higher than the rate established for sergeant and detective sergeant, for each calendar year of this agreement, for patrolmen with four (4) or more years of service with the Township.

C. Overtime Pay

Overtime shall be defined as actual work performed and will not be based upon pyramiding or inclusion of benefits such as sick time, vacation time, personal days, etc. An overtime rate equal to one and one-half (1-1/2) times his/her effective salary rate will be paid for all hours worked in excess of eight (8) hours on any day or forty (40) hours in any one week, by any bargaining unit police officer. The over-time rate shall be paid for Court appearances per Section 6 of this Agreement, and for extra police duty per Section 11 of this Agreement.

All full time bargaining unit police officers will not be scheduled and/or paid for fewer than forty (40) hours of work, in any work week, by the Township. Nor will any prescheduled hours of work be reduced to avoid overtime work and/or pay to any affected police officer, under this provision.

The calculation of overtime shall be based on the sum of the officer's base wage rate, shift differential and temporary promotional pay rate, and any other premium pay applicable at the time the overtime is incurred multiplied by the overtime rate.

Scheduled Overtime shall be defined as overtime that is regular or emergency duty of the police Department caused by manpower shortages or manpower needs of the Township, and

is paid directly by the Township or other governmental agency without reimbursement by third parties.

Calls for scheduled overtime shall be made to police officers by telephone to telephone numbers provided to the Township by the police officers, or by personal face to face communication to the police officers. In the case of electronic paging or messaging devices, the Department representative shall leave a message requesting a call back to the Department.

Every officer in the Department shall provide at least one emergency phone number that will be his primary contact phone number.

The call out procedure for overtime duty shall be that full-time officers, on pass days shall be called out in order of seniority for all scheduled overtime that consists of four (4) hours or greater. If no full-time officer on pass days is available for scheduled overtime, then any available full-time officers shall be called upon, in order of seniority, to work the overtime duty. If no full-time officers are available to work scheduled overtime duty, then part-time officers may work the overtime duty.

D. Compensatory Time

All Police Officers may choose to receive compensatory time in lieu of overtime pay at the rate of 1½ hours for each hour of overtime worked, but in no event shall an officer be permitted to accumulate more than forty (40) overtime hours, which equates to sixty (60) hours of compensatory time.

Officers wishing to use accumulated compensatory time shall request to do so at least three (3) work days prior to the day being requested.

Scheduled vacation days and personal days have priority over requested compensatory time off.

Any accumulated, unused compensatory time held by an officer as of November 30 of each calendar year shall be paid for by the employer in the first pay of December of each year at the officer's regular rate of pay.

Compensatory time shall begin to accumulate on December 1 of each year for the next succeeding twelve (12) months, but compensatory time cannot be used in December.

Compensatory time may only be used when it does not trigger overtime opportunities and used compensatory time shall not constitute hours actually worked for determining overtime eligibility.

A record of compensatory time accumulated and used shall be kept by the Township, with the hours being checked on a periodic basis.

E. Temporary Promotion

On such shifts as a Patrolman is assigned to act as Shift Commander, and in fact does, he shall receive payment equal to the amount a sergeant would receive had said sergeant worked that period of time.

F. Part-time Police Officers

The Township shall have the right to employ and utilize part-time police officers subject to the following requirements:

1. All regular part-time officers shall be hired through Civil Service and shall be subject to the Civil Service Rules and Regulations.
2. Hourly wages will be fixed at ninety (90%) percent of the entry rate of a full-time officer. No shift differential or longevity pay will apply to part-time officers.
3. All emergency overtime shall not be offered to part-time officers except if full-time officers are not readily available.

4. Regular part-time police officers shall be scheduled at the discretion of the Chief of Police. No regular part-time police officer may be used at any time a full-time police officer is on lay-off.

5. Newly hired part-time officers shall be regarded as probationary employees for the first twelve (12) months of their employment.

6. The Township cannot schedule a part-time officer for more than sixty (60) hours in a pay period except in emergencies as designated by the Chief of Police, or for vacation replacement and replacement of employees who are on paid or unpaid leave.

7. The Chief of Police shall have the authority to utilize part-time officers in the best interest of the Township without regard to seniority among the part-time officers.

8. Part-time officers shall accrue no seniority and will not be eligible for promotion to ranking positions. However, should the Board of Commissioners elect to hire a new full-time officer, the Board may consider hiring an officer from a current civil services list or by officially appointing an existing part-time officer to the position. In the event that a part-time officer is promoted to a full-time position, he shall be required to have completed two thousand eighty (2,080) hours of work (combination part-time and full-time) to fulfill his one (1) year probation period.

9. The Township will provide uniforms and equipment required by the Township at Township expense. The Township will also replace at its expense any uniform or equipment item damaged through no fault of the officer. Uniforms and equipment shall remain the property of the Township and must be returned upon separation from employment for any reason.

10. All regular part-time officers shall receive holiday pay if scheduled to work any of the eleven (11) enumerated holidays. Holiday pay shall consist of time and one-half for the hours worked.

11. Part time officers required, when off duty, to attend Civil or Criminal Court as a part of their duty will be paid at their regular hourly rate of pay for the actual hours required in Court, with a minimum of two (2) hours.

12. Any fringe benefits normally reserved for full-time officers that are not set forth herein will not be available to part-time officers.

13. If training is mandated by the State or another governing body, all expenses shall be paid by the Township.

14. Part-time officers shall not be subject to the residency requirement.

SECTION 4. LONGEVITY PAY

In addition to his/her effective salary rates, each bargaining unit police officer with five (5) or more years of service will be paid a longevity increment equal to One Hundred (\$100.00) Dollars per year for every year of such service with the Township.

SECTION 5. VACATION

All full-time policemen shall receive vacations with pay, forty (40) hours constituting a week, as follows:

| | |
|----------------------|---------------------------------------|
| 1-2 years of service | - 1 week vacation |
| 2-5 years of service | - 2 weeks vacation |
| 6 years of service | - 2 weeks and two days vacation |
| 7 years of service | - 2 weeks and four days vacation |
| 8 years of service | - 3 weeks vacation |
| 9 years of service | - 3 weeks and two days vacation |
| 10 years of service | - 3 weeks and four days vacation |
| 11 years of service | - 4 weeks vacation |
| 12 years of service | - 4 weeks and one day vacation |
| 13 years of service | - 4 weeks and two days vacation |
| 14 years of service | - 4 weeks and three days vacation |
| 15 years of service | - 4 weeks and four days vacation |
| 16 years of service | - to retirement - five weeks vacation |

A. The Township shall endeavor, whenever possible, to enable officers to take vacation allowing that the efficient and safe operation of the Department is not negatively affected.

B. The Chief of Police or his designate shall have authority in the approval of all vacations.

C. At no time shall the number of officers on vacation be allowed to negatively affect the safe and efficient operation of the Department.

D. Once vacation is granted, it may not be canceled without cause, which may include emergency conditions, special manpower needs, or demonstrable circumstances that would endanger the welfare of the public, the Department or the Township, including unforeseen incidents or events which would require additional manpower, which is by way of illustration and not of limitation.

E. All vacations shall be approved on the basis of seniority, the men having the most service on the police force having first choice in selecting their vacations, provided one (1) month's notice is given in advance.

F. Vacations may be approved with less than thirty (30) days notice on a first-come, first-served basis.

G. At least one officer per shift shall be allowed to take vacation on any given day, except in the instance of an emergency situation or special circumstance, in which case the manpower needs of the Department shall prevail.

H. Officers shall be allowed to switch work schedules or work shifts to allow them to take vacation days.

I. All vacation must be used in the year that it is incurred (January 1st to December 31st). Vacation shall not be carried over to the next year.

J. All vacation days, for the year the vacation days are incurred, must be scheduled by all officers of the Department by December 1st. Any vacation not used by officers by December 31st shall be lost.

K. In the instance of an officer incurring an injury and is unable to return to work for a period of time more than the number of sick days that officer has available, he shall be able to use vacation days continuous to his sick leave as sick days within the sick day usage regulations.

SECTION 6. COURT APPEARANCE

For appearances for hearings before local Magistrates, off-duty officers shall be paid a minimum of two (2) hours pay at the time and one-half rate.

For appearances before the Court of Allegheny County, the Police Chief shall endeavor, where possible, to rearrange their work schedule so that policemen attend court trials when the policeman is not assigned to regular police duty of the Township, the police shall be compensated for such time at the prevailing hourly or daily rate, or time and one-half rate, whichever is applicable at the time of attendance. Whenever time and one-half rate is applicable, the policeman shall be paid a minimum of four (4) hours at time and one-half rate.

SECTION 7. ACCIDENT, HEALTH, HOSPITALIZATION AND INSURANCE

A. Accident Insurance:

The present accident insurance shall be continued at the present rate of one-half (½) the salary.

B. Health and Hospitalization Insurance:

The present health insurance and hospitalization program, dental, prescription and optical coverage is continued as presently constituted, subject to the following modifications:

1. The Township shall pay a Four Thousand Five Hundred (\$4,500.00) Dollar bonus annually to a police employee who has elected to opt out of the Township's health insurance plan. Payment of the bonus shall occur only after the police employee has been excluded from

such coverage for a twelve (12) month period. The police employee may obtain coverage from the then current health insurance plan after opting out of coverage. However, no bonus shall be paid unless the police employee has opted out of coverage for consecutive twelve (12) month periods. There shall be no prorating of the bonus.

2. The Township will provide health insurance coverage (dental, vision or prescription benefits) for all full-time officers and their dependents, subject to changes imposed by the carrier. Effective as soon as practical the health insurance coverage provided by the employer will have a seven hundred fifty dollar (\$750) deductible for employees with individual coverage and a one thousand five hundred dollar (\$1,500) deductible for employees with coverage greater than individual coverage. Employees with individual coverage will be responsible for paying the first one-hundred and fifty (\$150) dollars of the seven hundred fifty dollar (\$750) deductible effective January 1, 2013. Those employees with health insurance coverage greater than individual coverage will be responsible for paying the first three hundred (\$300) dollars of the one thousand five hundred dollar (\$1,500) deductible effective January 1, 2013. The Township will reimburse the individual employees for any deductible amount actually incurred by the employee in excess of the employee's required deductible contribution amount.

Starting in 2013, and for each year thereafter, all police officers will contribute, on a cumulative basis, fifteen (15%) percent of the annual increases in hospitalization/surgical/major medical, (but not vision and dental costs), above the 2011 costs at the applicable level of coverage (eg. Individual, Family, etc.). All such contributions by employees shall be made by prorated monthly payroll deductions.

If the Township receives notice or information indicating that its health care plan will be subject to the Affordable Care Act's "Cadillac Tax" excise tax, the Township will give the Police Association written notice of that fact and the parties will immediately negotiate changes in the plan design, plan and/or plan carrier in order to avoid the imposition of the tax.

The Township and the Robinson Township Police Association mutually agree that is in both parties interest to avoid the imposition of the "Cadillac Tax" and mutually agree to

negotiate in good faith for a fair and equitable resolution to eliminate the imposition of the excise tax.

The Township may change plans and/or carriers to “comparable” coverage. Comparable coverage in this contract does not mean equal or equivalent. The Union, however, retains the right to grieve the Township’s determination that the plan and/or carrier is “comparable.” If the Union does not agree that a plan and/or carrier selected by the Township is “comparable,” it will so state, in writing, to the Township within fourteen (14) calendar days of the plan and/or provider being presented to the Union by the Township, or such longer period as mutually agreed to by the parties in writing. In that event, the Township may not unilaterally implement the proposed new plan and/or provider, 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 Board of Arbitration, on this “comparable” 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 the new plan and/or provider.

Health and hospitalization insurance benefits will be continued for bargaining unit employees and their spouses upon and during their retirement, unless and until Medicare or other such benefits are or become available, at which time such health and hospitalization benefits shall cease subject to the following: The Township will contribute the sum of \$500.00 per year per full-time officer who is in the employ of the Township as of January 1, 2006 to individual accounts in the name of every officer in accordance with Section 501(c)(9) of the Internal Revenue Code known as a Voluntary Employer's Beneficial Association (VEBA) Plan. Upon retirement for service or disability, each retiree shall have the option to accept the full amount of money deposited in each officer's account with accrued interest, in lieu of any obligation to provide post-retirement medical benefits. If the officer elects to receive post-retirement medical benefits, the retiree shall forfeit any monies deposited in the retiree's account which shall then become the property of the Township and the Township shall provide, at its expense, the same group healthcare coverage in effect for the active officers to the retiree and retiree's spouse at the rate in effect for the active

officers at the time of retiree's retirement. Retiree and/or retiree's spouse may be employed, but if either receives or is offered at no cost to them, employer paid healthcare equal to or of superior quality to that of the Township's, then the retiree and/or retiree's spouse as the case may be, must (1) accept the same and the Township shall discontinue the coverage until such times as the retiree or retiree's spouse is no longer covered by the other employer, or (2) in the alternative, if the retiree and/or retiree's spouse is employed, and if either is offered at nominal charge, healthcare equal to or of superior quality to that of the Township's, the Township shall have the option to pay said nominal charge, rather than requiring the Township to provide full coverage and pay the cost thereof. In that event that coverage would cease, the Township shall again provide the same healthcare coverage in effect for the active officers to the retiree and spouse until Medicare age.

In the event that an officer is employed by the Township as a full-time officer after March 1, 2006, the Township will contribute the sum of \$1,000.00 per year per officer into the VEBA Plan. Upon such officer's retirement, he/she shall be entitled to the funds in the VEBA and shall not be entitled to any retirement health insurance coverage. In the alternative, the officer may forfeit all moneys deposited in his VEBA account and elect to receive post-retirement medical benefits in the form of the same coverage in effect for active officers for the retiree and his spouse, and pay twenty percent (20%) of the cost of the same, including any increases during retirement. Any such election must be made at the time of retirement and in the absence of the same, it shall conclusively be presumed that the officer has elected to waive post-retirement health care coverage.

Retiree and/or retiree's spouse may be employed, but if either receives or is offered at no cost to them, employer paid healthcare equal to or of superior quality to that of the Township's, then the retiree and/or retiree's spouse as the case may be, must (1) accept the same and the Township shall discontinue the coverage until such times as the retiree or retiree's spouse is no longer covered by the other employer, or (2) in the alternative, if the retiree and/or retiree's spouse is employed, and if either is offered at nominal charge, healthcare equal to or of superior quality to that of the Township's, the Township shall have the option to pay said nominal charge, rather than requiring the Township to provide full coverage and pay the cost thereof. In that event that coverage would cease, the Township shall again provide the same healthcare coverage in effect

for the active officers to the retiree and spouse until Medicare age, subject to the retiree's and/or spouse's payment of twenty percent (20%) of such cost.

In the event of the demise of any officer prior to retirement, the funds in the VEBA account shall belong to the Township.

Newly hired full time officers shall receive health and hospitalization insurance coverage effective on the first day of the first month following their date of hire.

C. Life Insurance:

The Township also agrees to provide the respective police officers of the Township Police Department with a term life insurance policy for the sum or Twenty Thousand (\$20,000.00) Dollars on the date of retirement from the police force and the Township agrees to pay premiums for said policy until the death of said officer.

The Township will provide life insurance for active police officers in the sum of One Hundred Thousand (\$100,000.00) Dollars. Such insurance will provide accidental death and dismemberment provisions and also shall provide for payment of double indemnity in event that the officer dies in the line of duty.

D. Payments to a Disabled Officer:

During the time a policeman is disabled and receiving full salary as a police officer, as hereinafter set forth, any funds or payments received as benefits under the accident and health insurance policy or workmen's compensation, shall be the proceeds of the Township and not the proceeds of the police officer. And otherwise, at no time is a police officer to receive income, from salary or otherwise, from the Township or its insurance carrier greater than the applicable salary hereinabove set forth.

SECTION 7.1. DRUG AND ALCOHOL POLICY

The Township and Police Department hereby adopt the Drug and Alcohol policy set forth in Appendix A.

SECTION 8. SICK LEAVE

Full-time police shall be allowed compensation of eighteen (18) days sick leave per year with full compensation. The sick leave shall be accumulative for a period of ten (10) years at the rate of eighteen (18) days per year, for a maximum of one hundred eighty (180) days. In the event that an individual is hired after January 1 of any calendar year, his entitlement to such sick leave shall be prorated during the first calendar year of hire on the basis that he shall be entitled to 1.5 days of sick leave per month for the remainder of the calendar year commencing with the month of hire.

Effective January 1, 2012, upon retirement, the Township agrees to pay the retiring officer on a one-time basis a sum equal to his accumulated sick leave as set forth above at the rate of Seventy-Five (\$75.00) Dollars per day of accumulated sick leave. Effective January 1, 2014, upon retirement, the Township agrees to pay the retiring officer on a one-time basis a sum equal to his accumulated sick leave as set forth above at the rate of Ninety (\$90.00) Dollars per day of accumulated sick leave.

A police officer who fails to report to work for three (3) consecutive working days, upon returning to work shall furnish the Chief of Police or the Police Commissioner a statement of a medical doctor certifying the illness suffered and the recovery therefrom. Sick days shall be verified by the Police Chief and abuses of sick leave shall be grounds for discipline.

The officers may at their initiative create a sick bank, to be operated in a manner which they determine. The Township will support such an arrangement by providing record keeping services.

The Township may initiate a system of accruing paid leave, provided that any such proposal shall first be presented to and approved by the police officers.

It is understood by the employer and the employees that sick leave is a benefit earned by service and is available when and if needed and shall not be a "right of taking" such as vacation.

SECTION 9. HOLIDAYS

Each officer may take five (5) days of paid leave in each calendar year as personal holidays. Any officer hired after January 1 of any calendar year shall be entitled to such personal holidays on a prorata basis with the officer being entitled to one (1) personal day for every 2.5 months remaining in the calendar year of hire. Personal holidays shall be scheduled by December 1 of each year. Any changes must be made in writing with forty-eight (48) hours advance notice. Officers who fail to use the personal holiday provided, by December 31st, will forfeit that holiday. Officers are entitled to eleven (11) paid holidays. These holidays are set forth below.

1. New Year's Day
2. Good Friday
3. Easter
4. Memorial Day
5. July Fourth
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Christmas Day
10. Employee's Birthday
11. Columbus Day

Payments of five (5) days wages to be made on the last payday in May, and six (6) days wages in the last payday in November. In order to be eligible for holiday pay, Officers must work their last scheduled shift before the holiday and their first scheduled shift after the holiday. It is understood that pre-approved vacation, compensatory time and personal days approved more than 48 hours in advance to not affect the holiday pay benefit since the employee is not scheduled to work those days.

In event an officer actually works on any of the holidays defined above, he/she shall be paid at the rate of one and one-half (1-1/2) times his/her basic wage for the day worked. This payment shall not be in addition to the amounts set forth above, i.e. an officer who actually works one of the days will receive payment of one and one-half times his basic rate computed on an eight (8) hour day.

SECTION 10. UNIFORM ALLOWANCES

A. Uniform Allowance

During the term of this agreement, each bargaining unit police officer with one (1) or more years of service with the Township shall be entitled to an annual uniform allowance of Seven Hundred (\$700.00) Dollars, to be paid in equal installments of Three Hundred Fifty (\$350.00) Dollars each, on or before January 15 and July 15 of each calendar year. In addition, each bargaining unit employee shall receive an annual uniform cleaning allowance of Three Hundred (\$300.00) Dollars to be paid in equal installments of One Hundred Fifty (\$150.00) Dollars on or before January 15 and July 15 of each calendar year.

Each bargaining unit police officer with less than one (1) year of service will be provided a full and complete uniform, purchased by and at the expense of the Township. No uniform allowance will be required for police officers in their first year of employment.

B. Protective Vests

Each officer must have one (1) protective vest, which complies with the vest's manufacturer's warranty. If an officer does not possess a protective vest, the Township shall issue one (1) Threat Level Two vest to such officer. Any officer requesting a higher threat level vest may opt to pay the difference in cost for the same.

SECTION 11. EXTRA POLICE DUTY/TRAINING

A. EXTRA POLICE DUTY

Requests for police officers' services in addition to those functions normally performed by the department, shall be made through the Chief's Office. The Chief may refuse such requests when in his opinion, responding to them would jeopardize the safety, morals, or public opinion of the department or individual officer.

Officers who accept or are assigned extra duty which is subsequently canceled with less than twenty-four (24) hours advance notice, will be entitled to receive the minimum three hours pay as provided in the following paragraph.

Extra duty opportunities will be posted for voluntary sign up, except that such duty may be required (rather than voluntary) when requested by a governmental body or other public authority. Pay for such duty shall be at the regular overtime rate of one and one-half times the base rate. The minimum gross payment for such extra duty shall be equivalent to three hours pay at the premium rate for each officer. Officers performing extra police duty obtained through this Township procedure shall enjoy the same protections and insurance coverages as when on regular duty.

Extra duty arranged through the Township shall be paid in the same manner as other overtime, and it will be the responsibility of the Township to bill and collect payment from those persons or organizations which have requested the service.

All calls for extra duty must be posted. Each officer will share equally in the opportunities for extra duty on a rotating, voluntary basis.

Officers shall not use any portion of their Township uniform or equipment during outside employment not arranged through the Township.

B. TRAINING

Police shall not be required to use vacation or personal days for approved training courses provided that a minimum of thirty (30) days advance written request is made for such training.

SECTION 12. EQUIPMENT

The Township of Robinson shall provide air conditioning, a plexiglass screen between the front and back seats, a shotgun with proper ammunition and split-front bench type seats, where possible, in all Police Department motor vehicles purchased after the effective date of this Resolution.

SECTION 13. SENIORITY WORK SCHEDULES AND DAYS OFF

Each sergeant and patrolman shall select his/her desired shift and days off on the basis of time in grade in the Police Department, subject to the approval of the Chief of Police. This

selection shall be made quarterly before the first day of January, first day of April, first day of July and first day of October. All schedule picks will be posted in advance and picked by sergeants on the basis of time in grade, and patrolmen based upon seniority within the Department. Once shifts are selected and approved by the Chief of Police, they shall remain in force for a period of three (3) months unless the officer desiring the change can show good cause without affecting the efficient operation of the Police Department, subject, however, to the approval of the Chief of Police and other police officers affected by the changes requested. The above procedure would not apply in the event where the Chief of Police would find it necessary to make temporary changes because of sickness, injury, vacation, work load on a particular shift and any general emergency, which are examples by way of illustrations but not by way of limitations, nor shall the above procedure apply where the assigned officer or officers are not performing their duties on the shifts selected in the opinion of the Chief of Police.

SECTION 14. BEREAVEMENT LEAVES

Upon the death of his/her WIFE, HUSBAND, MOTHER, FATHER, SIBLING, CHILD, MOTHER-IN-LAW, or FATHER-IN-LAW, GRANDMOTHER, GRANDFATHER, and upon proper notice and request therefor, a bargaining unit employee shall be granted a four (4) day leave of absence from work, with no loss of pay, by the Township.

The affected police officer shall have the sole right to determine when such leave will commence; provided that the leave period will consist of four (4) consecutive calendar days inclusive of pass days and that the day of death, funeral or interment of the deceased relative is to be included in that period.

Further, upon the death of a spouse or child the employee shall be permitted to take an additional six (6) consecutive days off charged to accumulated sick or personal leave.

SECTION 15. DUTY - ILLNESS

If the police officer suffers an illness or is injured in the line of duty as a police officer of the Township of Robinson and thereby is totally disabled and unable to perform the duties of a police officer, he shall be entitled to full compensation, as a police officer, pursuant to law, until

his total disability ceases and/or until such time he becomes eligible for his pension, whichever occurs first, as provided by the Township pursuant to law.

In the event that a police officer suffers an accidental injury not in the line of duty, and thereby is totally disabled and unable to perform his duties as a police officer, the Township agrees to pay him one-half (1/2) of his regular compensation as a police officer for the duration of his total disability and/or until such time that he elects to accept his pension as provided by the Township, whichever occurs first.

In the event an officer with less than twenty (20) years of service as a police officer of the Township and is less than sixty (60) years of age, elects to take an early disability retirement from the police department, the Township agrees to provide the police officer with a partial disability pension. The amount of the monthly partial disability pension shall be equal to one-half (1/2) of the product of the officer's average monthly salary for the last three (3) years of service as a police officer multiplied by the years of service on the police department divided by twenty (20):

$$\frac{\frac{1}{2} \text{ (Average monthly salary for 3 years)}}{20} \times \text{Years of service} = \text{Partial monthly disability pension}$$

In the event an officer suffers an illness not in the line of duty as a police officer of the Township of Robinson, and thereby is totally disabled to perform the duties of a police of the Township, the Township agrees to compensate the officer in an amount equal to one-half (1/2) of the officer's compensation as a police officer for a period of five (5) years from the date of the disability illness.

In the event that an officer suffering from an illness is less than sixty (60) years of age without twenty (20) years of service in the police department, elects to retire from the service of the police department, the Township agrees to provide the officer with a partial disability pension. The amount of the monthly disability pension shall be equal to one-half (1/2) the average monthly salary for the last three (3) years multiplied by the years of service, divided by twenty (20):

$$\frac{\frac{1}{2} \text{ (Average monthly salary for 3 years)}}{20} \times \text{Years of service} = \text{Partial monthly disability pension}$$

Overtime and regular base pay shall be included when calculating an officer's three (3) year average for pension purposes.

It is agreed between the parties hereto, the Township of Robinson, and the Police Department of the Township of Robinson that any payment received by the police officer, directly or indirectly on account of by any reason of policies of insurance paid for the Township, shall be considered as proceeds of the Township and not proceeds of the police officer. If any payments are made directly to the police officer, the Township shall be credited for said payments towards its obligations as set forth hereinabove. The policies include disability and/or workmen's compensation.

SECTION 16. EDUCATION INCENTIVE PAY

During the term of this contract, officers with Associate's Degrees in fields related to their work shall be entitled to additional pay in the amount of Three Hundred (\$300.00) Dollars per year. Officers with Bachelor's Degrees in occupationally related fields shall be paid an additional Four Hundred (\$400.00) Dollars per year over their regular earnings. The Education Incentive Pay will apply to those police officers on duty on the effective date of this contract who will receive the Education Incentive Pay only after completing five (5) years of service as a police officer with the Township.

SECTION 17. COMPULSORY RETIREMENT

Officers entering the department on or after the effective date of this agreement shall be required to retire in the month following their sixty-fifth (65th) birthday. Exceptions may be made on a yearly basis upon petition of the employee and approval by the Chief and the Township Administrator. Where such extensions are mutually agreed upon, in no case shall employment extend beyond the employee's seventieth (70th) birthday. Exceptions may be made on a yearly basis upon request of the employee and approval of the Chief of Police and Township Administrator.

SECTION 18. PENSIONS AND PENSION BOARD REPRESENTATION

A. The Pension Program in effect for bargaining unit police officers will continue in effect, and shall provide for a vesting of benefits upon satisfactory completion of twelve (12) years of service with the Township.

B. The Township shall amend its Police Pension Plan to reduce the retirement age from fifty-five (55) to fifty (50) years, with the service requirement remaining the same of twenty-five (25) years. If an officer has substantially comparable health and hospitalization insurance coverage available to him from other sources (i.e., other employment, a spouse, etc.) after retirement, then the officer, his spouse and/or dependents, shall not be entitled to health and hospitalization insurance from the Township during such period of time those benefits are available. Small differences in deductibles, co-pays, processing procedures, etc. shall not cause the alternative health insurance coverage to be considered not substantially comparable. The Township has the right to require a retiring police officer to certify in writing the specific nature and extent of any and all health insurance coverage available from other sources. Officers shall be entitled to immediate reinstatement into the Township's health and hospitalization plan when the alternative health and hospitalization coverage is no longer available.

C. During the term of this agreement, the Township's health and hospitalization insurance coverage in effect for all full-time police officers shall be provided to all retired personnel and their spouses until they are eligible for Medicare at which time said coverage shall cease.

D. The Cost of Living increases shall be granted to all retirees in accordance with Act 600.

E. The Township agrees to modify the definition of Wages in the Police Pension Plan to be included in the calculation of retirement benefits to include all compensation received in accordance with the terms of this Agreement.

F. The Township agrees to modify the Police Pension Plan to provide a provision to permit a participant with prior military service to buy back up to five (5) years of service.

SECTION 19. RESIDENCY

All members of the Robinson Township Police Department shall reside within fifteen (15) nautical air miles of any Robinson Township border pursuant to global positioning system mapping. Provided, an exception shall be made in the residency requirement for any officer who lives in an enclave which falls totally within the outer geographical limits of the Township. The police employee shall be responsible to know the exact parameters of this radius now and in the future.

SECTION 20. SHIFT DIFFERENTIAL

Shift differential shall be fifty (50¢) cents per hour on the 3 p.m. to 11 p.m. shift and thirty-five (35¢) cents per hour on the 11 p.m. to 7 a.m. shift.

SECTION 21. CIVILIAN REVIEW BOARD

There shall not be a Township Civilian Review Board.

SECTION 22. FALSE ARREST INSURANCE

The Township shall provide False Arrest Insurance for all police officers covered by this Agreement.

SECTION 23. GRIEVANCE PROCEDURE

The following grievance procedure, for consideration and adjustment of complaints, will continue in effect for the term of this Agreement.

1. Purpose

The purpose of this procedure is (1) to provide opportunity for discussion of any complaints or grievances, and (2) to establish procedures for the processing and settlement of complaints or grievances, as defined herein.

2. Definitions

(A) A "Complaint" in this procedure shall be interpreted to mean a request or complaint by and/or on behalf of any employee covered by this Agreement.

(B) A "Grievance" in this procedure shall be interpreted to mean a complaint which involves the interpretation and/or application of, or compliance with, any practices or provisions in effect under this Agreement, and the imposition of discipline by the Township shall be included in the term "Grievance".

(C) A "Day" in this procedure shall mean a calendar day, but shall not include any Saturday, Sunday, or holiday, unless otherwise indicated herein.

3. Grievance Steps

(A) Step 1--Any grievance by or on behalf of any police officer in the bargaining unit shall, within seven (7) consecutive days of the occurrence giving rise thereto, be filed with the Chief of Police, on a form to be provided, therefore, by the Township. The Chief of Police or his/her designated representative shall respond, in writing, on the above said form, within seven (7) consecutive days of the filing of said grievance, to the grievant and Association.

(B) Step 2--In the event that the grievant is not satisfied with the disposition of the grievance, at the first step, he/she shall, within seven (7) consecutive days of that disposition, appeal the grievance to the Township Manager. The Township Manager shall, within seven (7) consecutive days of such appeal, furnish a written response thereon, to the grievant and the Association.

(C) Step 3--In the event that the grievant is not satisfied with the disposition at Step 2, he/she shall, within seven (7) consecutive days thereafter, appeal his/her

grievance to the Township Board of Commissioners, or its designated representative. The Board of Commissioners or its designated representative shall, within seven (7) consecutive days after its next regular meeting, furnish its answer to the grievance, in writing, to the grievant and the Association.

(D) Step 4--In the event that the grievant and the Association are not satisfied with the disposition at Step 3, the Association shall, within fifteen (15) calendar days of the Commissioners' Step 3 Answer, ask for a list of arbitrators from the American Arbitration Association. Arbitration proceedings, then, shall be commenced, with the selection of an arbitrator from the panel of arbitrators requested and received from that agency.

The Township and the Association shall alternate the option of which shall strike the first name from the list of arbitrators obtained from the American Arbitration Association. The remaining arbitrator shall be appointed and authorized to hear and resolve the unsettled grievance matter(s).

(E) The township and Association shall have a right to call witnesses at any of the above steps if, in the sole discretion of either, it is believed that it cannot fairly process the grievance without so doing; however, unless either party exercises this right, all grievances will be presented and decided solely on the grievance documents and evidence of record therein.

(F) The decision of the arbitrator shall be final and binding upon each of the parties hereto. The arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this agreement only insofar as necessary to the determination of the particular involved dispute. The arbitrator shall have no jurisdiction or authority to alter, add to or subtract from or, otherwise change any of the provisions of this agreement.

(G) Fees and expenses of the American Arbitration Association and the arbitrator shall be apportioned by the arbitrator on the basis of the relative merits of each party's position in the arbitration.

4. Time Limits

Since it is important that any grievance be processed as rapidly as possible, the time limits stated herein, at each grievance level, shall be considered the maximum time limits, absent a written agreement to the contrary, in each case, by the parties. In the event that the Township fails to respond with such specified limits, at any level, such failure shall constitute a waiver of the right to answer that step and the grievance shall automatically proceed to the next step. In the event that any grievance is not filed and/or appealed within such specified limits, such failure shall constitute a withdrawal of the involved grievance, by the Association.

5. Voluntary Settlements

Because either party may elect settlement of a grievance amicably, on a compromised basis, it is agreed that any voluntary withdrawal or grant of any grievance will not serve as a precedent and will not operate, otherwise, to prejudice the position of either party in any future grievance on the same or other subject matter. No withdrawal or granted grievance may, itself, be reinstated, however, under these provisions.

SECTION 24. MANAGEMENT

The right to manage and direct its working forces, to include the right to hire, assign, suspend and/or discharge employees for proper cause, is retained by the Township. In the exercise of this right, the Township shall respect and observe all rights of its employees under the law and under the provisions of this agreement.

SECTION 25. PRIOR AGREEMENT TERMS

All terms and conditions in effect under prior agreements and arbitration awards which are not inconsistent or in conflict with any terms and conditions herein will remain in effect under this Agreement.

SECTION 26. MISCELLANEOUS

A. The Township agrees to check off monthly dues as membership dues in the Association upon receipt of written authorization for such check off from the Association.

B. The Township agrees to defend any police officer from any claim for damages or on account of an injury to a person or property in which it is alleged that the acts of the officer were within the scope of his duties as a police officer for the Township.


C. The Township shall coordinate to issue identification cards to eligible, retired police officers in accordance with the Retired Law Enforcement Identification Act. 53 P.S. §§ 753.1 *et seq.*

SECTION 27. EFFECTIVE DATE

Except as otherwise specifically set forth herein, the provisions herein contained shall be effective and binding on the Township of Robinson and the Robinson Township Police Department for a period of time from January 1, 2018 through and including December 31, 2021.

ATTEST:

TOWNSHIP OF ROBINSON

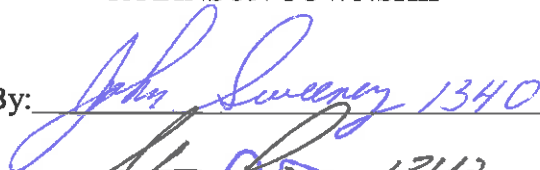



Secretary
(SEAL)


By: 

Chairman
Board of Commissioners

POLICE DEPARTMENT OF
ROBINSON TOWNSHIP

By:  1340

 1342

 1312