

*Agreement by and Between*

**The Township of Crescent**

*And*

**Teamsters Local Union No. 205**

*representing*

**The Crescent Police Department Employees**

Effective

**January 1, 2019 through December 31, 2021**

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## **AGREEMENT**

This Agreement is made and entered into this 1st day of **January, 2019** and effective immediately, by and between the Township of Crescent hereinafter called the "Employer", and the TEAMSTERS LOCAL UNION 205, affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union".

### **ARTICLE NO. 1 - RECOGNITION**

- 1.1 The Employer hereby recognizes the Teamsters Local Union No. 205 as the exclusive representative for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all police department employees described herein.
- 1.2 The term "employee" when used in the Agreement refers to all full-time and regular part-time officers including but not limited to patrol officers and sergeants and excluding the chief of police and any other managerial employees as described in PLRB Case No. PF-R-04-113-W.
- 1.3 For purposes of this Article and for definition purposes throughout every Article of this Agreement, full-time employees shall be defined as those police officers who are regularly scheduled forty (40) hours per week and part-time officers shall be defined as those regularly scheduled for work up to forty (40) hours per week. The irregular or occasional scheduling of a part-time police officer for forty (40) hours per week or more than forty (40) hours per week, shall not alter the employees' status as part-time.

### **ARTICLE NO. 2 - NON-DISCRIMINATION**

- 2.1 The parties hereto agree not to discriminate against any employee on the basis of his race, religious creed, color, national origin, age, pregnancy, sex, marital status, and non-work related handicaps.
- 2.2 The Employer agrees not to interfere with the rights of the employees to become members of the Union.
- 2.3 The use of male pronouns is for convenience only and is to be read as referring both to males and females.

### **ARTICLE NO. 3 - DUES CHECK-OFF**

- 3.1 The Employer agrees to deduct monthly Union Dues and/or uniform assessments of the Local Union from the first pay of each month of any employee from whom written

authorization is received and to send such dues to the Secretary-Treasurer of the Union on or before the end of the month for which deduction is made.

- 3.2 The Union agrees to indemnify and save the Employer harmless from any and all claims, suits or other forms of liability arising out of deduction of money for all Union dues under this Article.

#### **ARTICLE NO. 4 - MANAGERIAL RIGHTS**

The management, direction and control of the Crescent Township Police Force is vested exclusively in the Township which has the right to hire, suspend, discharge, promote, demote, and transfer its employees and to make such rules relating to its operation as it deems advisable, subject to the provisions of this Agreement. This Article is subject to other provisions of this Agreement and the Police Tenure Act.

#### **ARTICLE NO. 5 - SENIORITY**

- 5.1 Seniority shall be defined as the length of continuous service an employee has had with the Employer from his most recent date of hire. Seniority shall accrue during absence due to layoff, disability due to accident or illness, or other authorized leaves of absence, provided it is not terminated in accordance with Section 2 below.
- 5.2 An employee's seniority shall be broken for any of the following reasons:
- A. Voluntary termination of employment, including retirements. A written resignation is deemed accepted when delivered to the President of Board of Commissioners. No written resignation, delivered by an employee may be withdrawn under any circumstance.
  - B. Discharge for just cause.
  - C. When recalled from layoff, upon his failure to return to work within a period of one (1) week after the employee has received notification to so return. Employee must be given notice in writing by certified mail, return receipt requested mail only.
  - D. Layoff in excess of two (2) years due to lack of work.
  - E. Immediately upon the issuance of a final determination by a state or federal statutory agency that an employee is permanently and totally disabled from performing the work of a police officer.
- 5.3 Absence from work in excess of two (2) years due to a compensable disability incurred during the course of employment with the Employer, shall not break continuous service

provided such individual is returned to work within thirty (30) days after final payment of statutory compensation for such disability.

- 5.4 All new employees shall be considered probationary employees for a period of twelve (12) months from their most recent date of employment. During an employee's probationary period full-time officers shall be entitled to health insurance benefits. A probationary employee may be summarily dismissed during his probation at the sole discretion of the Employer without being subject to the grievance procedure defined herein. A probationary employee, upon completion of this probationary period, shall be entitled to seniority credited retroactive to his most recent date of employment.
- 5.5 When an employee whose seniority has been broken by any of the above causes is hired again, he shall begin as a new employee of the Employer.
- 5.6 Seniority of employees who are hired on the same day shall be determined by application date and time.
- 5.7 Layoffs shall be made first from among part-time employees, in inverse order of seniority, and then from among full-time employees, in inverse order of seniority.
- 5.8 Recall from layoff shall be made first from among full-time employees, in order of seniority, and then from among part-time employees, in order of seniority.
- 5.9 Full-time officers shall be recalled to part-time positions prior to part-time officers being recalled to part-time positions. However, in no event, shall the Township employ an additional part-time positions, without first refilling the full-time position.
- 5.10 Layoffs, recalls after layoffs, vacations, shall be in accordance with seniority, providing the full-time or part-time employee has the ability to perform the work.

#### **ARTICLE NO. 6 - COMPENSATION**

##### **6.1 Hourly Wages**

The following are the job classifications of the employees covered by this Agreement and the basic hourly wage rate of compensation such employees shall be paid in their respective job classifications. If any additional categories are added, the parties shall meet to negotiate the rates of pay.

Job Classification	Hourly Wages		
	1/1/19 5%	1/1/20 5%	1/1/21 5%
<b>Captain</b>	\$28.71	\$30.15	\$31.66
<b>Sergeant</b>	\$26.33	\$27.65	\$29.03
<b>Full-time Patrolmen</b>	\$23.38	\$24.55	\$25.78
<b>Part-time Patrolman</b>	\$18.70	\$19.64	\$20.62
<b>Part-time Probationary Patrolmen</b>	\$17.54	\$18.41	\$19.34

Part-time officers shall be compensated at seventy-five percent (75%) of the full-time patrolman's base rate of pay during their probationary period. Compensation will increase to eighty percent (80%) after that time.

Pension contribution shall be eliminated so long as the fund is actuarially sound and does not require an employee contribution.

## 6.2 Uniform Allowance

The employer shall provide each employee with the following uniform allowance:

All Full-Time Officers:

Eight hundred dollars (\$800.00) for the life of the Agreement

Part-Time Officers shall receive three dollars (\$3.00) for every eight (8) hours when the officer is required to wear his uniform. Part-time Officers will not be eligible for a uniform allowance during their probationary period

The uniform allowance shall be tabulated by the Chief and posted quarterly. Officers may use the allowance immediately or allow it to be added to past tabulations. Uniform allowances shall not accumulate from year to year and therefore must be depleted no later than November 15th of each year. All officers shall be required to submit a request to the Township for all uniform items purchased.

The Township shall purchase the following items for all newly hired officers prior to his being scheduled for duty:

### **Full-time Officer**

(1) Jacket, (1) Rain Coat, (3) long sleeve shirts, (3) short sleeve shirts, (3) trousers, (1) hat, (1) hat badge, (2) duty badges, (1) name tag, (1) set of collar pins, (1) clip on tie.

**Part-time Officer**

(2) long sleeve shirt, (2) short sleeve shirt, (2) trousers, (1) hat, (1) hat badge, (2) duty badges, (1) name tag, (1) set of collar pins, (1) clip on tie.

Officers shall use their uniform allowance to ensure they look professional by having a clean and pressed uniform at all times. The Township shall replace all uniform items damaged during the course of duty once the officer submits their request in writing explaining how the damage occurred and there are no other means of recouping the cost of the damaged items.

**6.3 Longevity Scale**

Upon completion of five (5) years of full-time service and for each additional five (5) years of completed full-time service, payable the first pay period of September, each full-time officer shall be entitled to a longevity pay in addition to his regular salary on the basis of the following:

<u>YEARS OF SERVICE</u>	<u>PERCENT</u>
Five (5) years of service	1% of base salary
Ten (10) years of service	2% of base salary
Fifteen (15) years of service	3% of base salary
Twenty (20) years of service	4% of base salary

**6.4 Witness Fees**

A police officer required to appear as a witness while off duty in a connection with his duties in any criminal court, civil court, juvenile court, or grand jury shall be paid a minimum of six (6) hours at the appropriate rate. Any police officer required to appear for any pre-trial or summary appeals court shall be paid a minimum of six (6) hours at the appropriate rate. Any officer required to appear for any magistrate hearing or other hearing within the Township while off duty will be compensated at a minimum of three (3) hours at the appropriate rate. Police officers shall retain any witness and mileage fees paid to them. In the event officers incur parking expenses while attending any type of court hearing, they shall be reimbursed by the Township upon production of receipts for such expenses.

- 6.5 An officer called or subpoenaed as a witness to appear in any court or administrative hearing on employer business during his regular work schedule, shall be paid his regular contract rate of pay for the hours spent at court or administrative hearing, as appropriate per this Agreement. All witness fees for testifying at court hearings are retained by the Officer. Officers appearing in court or at hearings under this section must wear their uniform or approved police academy attire.

**ARTICLE 7 - HOURS OF WORK AND WORK SCHEDULES**

- 7.1 The Chief reserves the exclusive right to determine work schedules, including whether or not to call out additional officers, and to determine the number of employees to be used during any work shift in accordance with the terms of this Agreement.

Part-time officers with ten (10) years of service will be scheduled by seniority based on their availability. A good faith attempt to schedule officers by seniority must be made, however the Chief of Police will maintain managerial rights to be consistent with the provision of full services to the public and in the best interests of the Police Department based on the productivity and reliability of part-time officers.

Part-time employees will be required to show no less than two (2) days of availability per week, with at least one (1) shift per day. In the event that an officer is unable to provide two (2) days of availability for personal reasons (i.e. vacation), they will not be subject to disciplinary action if approval was received from the Chief of Police prior to the creation of that month's schedule.

- 7.2 The workday shall be defined herein as twenty-four (24) consecutive hours commencing with the employee's shift starting hour.
- 7.3 A regular workweek shall consist of five (5) eight (8) hour days all of which shall be the same shift with two (2) consecutive days off. Workweeks shall begin at 12:01 a.m. Sunday, and conclude at 12:00 midnight the following Saturday.
- 7.4 Time and one-half (1-1/2) shall be paid for all hours worked in excess of eight (8) hours in a work day or forty (40) hours during any regular work week along with any holidays worked. All overtime shall be approved by a Department supervisor prior to the officer submitting the time for payment. The Chief of Police shall devise and implement a program to ensure compliance with this section. Officers shall not work more than sixteen (16) hours in a twenty four (24) hour period to include other places of employment.
- 7.5 When the need for non-emergency overtime arises, the Employer shall assign overtime from a list of qualified employees within the ranks who normally perform such work on the basis of their status on the overtime seniority list. Assignments from said list shall be rotated in descending order of seniority, commonly referred to as a "round robin". The Township shall utilize text blast from scheduling software for call outs. When notifying, said overtime list shall be started with the officer following the one who last worked overtime. All available overtime shall be posted to said list immediately upon discovery. Full time and part time officers must designate on their monthly availability sheet if they desire to work additional shifts. If any overtime is accepted by a part-time officer who then calls off from the accepted overtime, that officer shall become ineligible for overtime for the next thirty (30) days.
  - A. If all officers either reject the offer of overtime, cannot be contacted or are otherwise unavailable, the vacant shift will be staffed by requiring the officer on the prior shift to work an additional four (4) hours and the officer on the subsequent shift to start his shift four (4) hours early. If the officer on the subsequent shift cannot be contacted, the officer on the prior shift will be obligated to work the full eight (8) hour shift caused by the call off. Such obligation to work may be modified should other officers later be located and



express a willingness to work during the vacant shift in blocks of time amounting to no less than four (4) hour increments.

- 7.6 It is understood that the Employer retains sole discretion to determine the number of employees to be used on overtime, in accordance with this Agreement.
- 7.7 When a situation occurs that imposes a threat to the public's health, safety or welfare, it is agreed that any employee may be assigned to the abatement of that situation, regardless of whether the work is overtime or not, without violating this Agreement, but shall receive all compensations according to the terms of this Agreement.
- 7.8 All employees shall be required to work overtime in the event of an emergency that necessitates the working of such overtime. The employer shall determine when an emergency exists under this section.
- 7.9 An employee called into work at a time when he is not regularly scheduled, shall be guaranteed to a minimum of four (4) hours pay at the appropriate rate of pay. Employee's attendance at required meetings shall be compensated at a minimum of two (2) hours pay at the appropriate rate of pay.
- 7.10 Overtime pay shall be paid no later than the regular payday in the pay period following the period in which the overtime is worked.
- 7.11 When it becomes necessary to assign a full-time officer to the position of Chief on an interim basis during the Chief's temporary absence, the Chief must be off for a period of five (5) consecutive days. Such full-time officer will be paid one dollar (\$1.00) an hour above their regular rate of pay.
- 7.12 Part-time Officers may fill full-time Officers slots during vacations.
- 7.13 Compensatory time used shall be counted as hours worked for calculations of overtime and must be scheduled seventy-two (72) hours in advance unless an emergency exists. Employees may be required to provide proof that an emergency situation necessitate the reason to report off work. Officers may elect to take compensatory time in lieu of overtime and accumulate up to one hundred and sixty (160) hours of comp time (said hours shall not be considered hours worked) which may be carried over from year to year. The Township may utilize part-time officers to fill in for full-time officers on compensatory time.
- 7.14 Compensation for extra detail, DUI Task Force, etc., shall be calculated at one and one half times (1 ½) the Chief's rate of pay.
- 7.15 Traumatic Incident: The employer reserves the right to remove any officer from duty who has been involved in a traumatic incident while acting within their official capacity. The officer shall be compensated, at his regular rate of pay, for all hours until the officer is permitted to return to duty. The officer must remain employed by the Township to receive this compensation.

- 7.16 When two (2) officers agree to switch scheduled shifts, if the switch would create overtime per the Collective Bargaining Agreement, the shift shall be permissible if both officers agree to waive the overtime rate.

#### **ARTICLE NO. 8 - PAID TIME OFF (PTO DAYS)**

- 8.1 All full-time officers shall be awarded PTO Days (Vacation days) annually with full pay and benefits based on the following schedule:

<b><u>Years of Service</u></b>	<b><u>PTO Days</u></b>
0 - 1 Years	12 Days
2 - 4 Years	18 Days
5 - 9 Years	30 Days
10 - 19 Years	35 Days
20 + Years	40 Days

- 8.2 PTO days in excess of two (2) days must be scheduled two months preceding the date requested off; or "scheduled PTO days". Proof of illness in the form of a medical certificate will be required for an absence in excess of two (2) consecutive non-scheduled days.
- 8.3 The above PTO day pay is a maximum that can be earned in any twelve (12) month period.
- 8.4 Part-time officers, who work a minimum of eight hundred (800) hours the previous year, shall receive two (2) PTO days, which are non-accumulative.
- 8.5 Full-time police officers will be eligible to carryover a maximum of seventy-five (75) PTO days from one calendar/contract year to the next. Any PTO days accumulated by a full-time officer in excess of seventy-five (75) at the end of each calendar/contract year will be lost.
- 8.6 The Chief or his designee will endeavor to schedule employees' work so as to enable each employee to take scheduled PTO days, which he becomes entitled to during the year. Scheduled PTO days leave shall be granted at such times as are determined by the Chief or his designee to be consistent with the provision of full services to the public and in the best interests of the Police Department.
- 8.7 Two (2) full-time officers may not take scheduled PTO time off at the same time. This does not include PTO days of two (2) or less consecutive days or PTO days that are medically excused. No scheduled PTO days will be granted during the same week as the Chief's scheduled PTO days.
- 8.8 PTO days may be used in conjunction with regularly scheduled days off, provided said days off are approved by the chief.

- 8.9 If an employee with one (1) or more years of service dies or retires prior to the completion of a credit year, he shall receive PTO pay pro-rated in accordance with the number of complete months worked in the credit year.
- 8.10 Eligibility: All full-time police officers of the Township shall be entitled to PTO with full pay and benefits and shall be calculated from January 1 to December 31. The Township will pay a police officer who terminates his employment with the Township for all his unused and earned PTO at the rate of one hundred percent (100%) of his appropriate hourly rate on the next scheduled Township pay day after his termination date.

#### **ARTICLE NO. 9 - HOLIDAYS**

- 9.1 The following holidays will be observed as paid holidays for full-time employees covered by this Agreement:

New Year's Day	Easter Sunday	Labor Day
Martin Luther King, Jr. Day	Memorial Day	Thanksgiving Day
Good Friday	Fourth of July	Christmas Day

- 9.2 Holidays under this Article will encompass the twenty-four (24) hour period which begins at 11:00 p.m. the day prior to the holiday through 11:00 p.m. the day of the holiday. Officers working the 11:00 p.m. to 7:00 a.m. shift shall be paid on the holiday, not the day prior to the holiday.
- 9.3 The assignment of part-time officers to work during scheduled holidays will be made based on officer availability and seniority. If the shift remains unfilled, it may be assigned to full-time officers based on seniority and availability. If the shift still remains unfilled, officers will be assigned to work the shift, regardless of availability, by seniority, from the bottom up, on a non-rotating basis, unless the officer is already scheduled to work that holiday.
- 9.4 Full-time employees who are assigned to and work on a holiday shall be paid time and one half (1 ½) for all hours worked on the holiday plus holiday pay if eligible. Part-time employees who are assigned to and work on a holiday shall be paid two (2) times their hourly rate for all hours worked on holidays.

#### **ARTICLE NO. 10 - BEREAVEMENT LEAVE**

- 10.1 Should a death occur in a full-time employee's family, time off without loss of pay will be granted based upon the following schedule:

<b>Relationship to Employee</b>	<b>Consecutive Days Off</b>
Parent, Spouse, Child	Five (5) Days
Brother, Sister, Parent-in-law	Three (3) Days
Grandparent, Grandchild, Brother, Sister-in-law, Aunt, Uncle	One (1) Day

The intent of this benefit is to ensure that employees are granted the consecutive days off listed without loss of pay, and not a guarantee of a specific number of days off. The rate of pay will consist of the employee's regular hourly rate of pay.

- 10.2 Should a death occur in a part-time employee's family, time off without loss of pay shall be granted for the day of the funeral only if the employee had been scheduled to work.

#### **ARTICLE NO. 11 - EDUCATION AND TRAINING**

All police officers of the Township shall be entitled to have the Township pay the cost of any mandated training programs and or schooling for police officers as required by Federal, State or County Legislation. All police officers shall be paid their regular amount of pay while attending said programs and or schooling.

#### **ARTICLE NO. 12 - JOB STEWARDS**

- 12.1 The Employer recognizes the right of the Union to designate Job Stewards and alternates. The authority of Job Stewards and alternates so designated by the Union, shall be limited and shall not exceed the following duties and activities:
- A. Investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
  - B. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its Officers, provided such messages and information.
    - (1) have been reduced to writing, or
    - (2) if not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns or refusal to obey orders, or any other interference with the Employer's business.
- 12.2 Job Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business.
- 12.3 The Employer recognizes these limitations upon the authority of the job stewards and their alternates and shall not hold the Union liable for any acts not authorized by the Union. The Employer in so recognizing such limitations shall have authority to impose proper discipline, including discharge, in the event that the Job Steward has taken unauthorized

strike action, slowdown activity, or any work stoppage or work interference, or has acted in a manner indicating his approval of same, violation of this Agreement.

- 12.4 Job Stewards shall be permitted up to one (1) hour per week to investigate, present and process grievances on or off the property of the Employer.

### **ARTICLE NO. 13 - GRIEVANCE PROCEDURE**

- 13.1 A grievance is a dispute concerning the interpretation, application, or alleged violation of the specific terms or provisions of this Agreement. Any grievance arising between the Township and the Union or an employee represented by the Union shall be settled in the following manner:
- A. **STEP ONE** - Within five (5) work days of the date a grievance arises, the employee shall discuss the grievance with the Chief of Police. If the grievance is not resolved to the mutual satisfaction of the parties, then the grievance may be appealed by the Union and/or the employee to the Township Manager within five (5) work days following receipt of the written response of the Chief of Police in Step One. If the Union or the employee does not proceed with the grievance to Step Two within the specified time limit, the grievance shall be considered satisfactorily resolved.
  - B. **STEP TWO** - The Township Manager, within ten (10) work days after receipt of the appeal, shall meet with the aggrieved employee, and his Job Steward in an attempt to adjust the grievance. The Township Manager may, at his discretion, require that the Chief of Police attend all or any portion of such meeting. If the parties are unable to resolve the grievance, the Township Manager shall give the aggrieved employee and his Job Steward a written response to the grievance within five (5) work days following said meeting. If the grievance is not satisfactorily resolved to the satisfaction of the Union, the Union may appeal the grievance to the Township's Board of Commissioners Safety Committee within five (5) work days following receipt of the Township Manager's response. If the Union does not proceed with the grievance to Step Three within the specified time limit, the grievance shall be considered satisfactorily resolved.
  - C. **STEP THREE** - The Safety Committee, within ten (10) work days after the receipt of the appeal, shall meet with the aggrieved employee, his job steward and the Union's Business Agent in an attempt to adjust the grievance. The Safety Committee may, at its discretion, require that the Chief and/or the Township Manager attend all or any portion of such meeting. If the grievance is not satisfactorily resolved at Step Three, the Safety Committee shall give the aggrieved employee and his job steward a written response to the grievance within five (5) work days following said meeting. If the Union does not proceed with the grievance to Step Four within the specified time limit, the grievance shall be considered to be satisfactorily resolved.
  - D. **STEP FOUR - ARBITRATION** - If the grievance has not been satisfactorily resolved at Step Three, the Union may appeal to arbitration within ten (10) days after a decision at Step Three has been rendered by the Safety Committee. A request for arbitration may be

initiated by the Union serving upon the Township Manager notice in writing of an intent to proceed to arbitration. The notice shall identify the Agreement provisions in dispute, the issue(s) to be determined, and the employee(s) involved. Upon receipt of a notice requesting arbitration, the parties shall attempt to select an arbitrator. If the parties cannot voluntarily agree upon the selection of an arbitrator, they shall notify the Federal Mediation and Conciliation Service of their desire for a panel of seven (7) arbitrators. Any request for a panel of arbitrators shall include a requirement that the arbitrators be members of the National Academy of Arbitrators and that they be from the Western Pennsylvania area. The cost of the arbitration panel, if any, shall be borne by the party requesting arbitration. Upon receipt of the panel of arbitrators, each party shall alternately strike names until one (1) name remains. The Township shall strike the first name at the initial grievance and thereafter the initial strike shall alternate between the Township and the Union. The name remaining shall be the arbitrator.

The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision on the issue(s) presented and shall confine his decision solely to the application and interpretation of this Agreement. The cost of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its own case.

- 13.2 The grievance may be withdrawn by the Union or the aggrieved employee at any time, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any future grievance.
- 13.3 Time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the Township and the Union, be binding and any grievance not timely filed or processed thereafter, shall not be arbitral. Weekends and holidays do not count in calculating time limits in the procedure.
- 13.4 The arbitrator's decision shall be final and binding on all parties.

#### **ARTICLE NO 14 - INSURANCE AND PENSION**

- 14.1 The Employer will provide false arrest insurance in the amount of \$1,000,000.00 covering each police officer which will protect those employees from potential civil liabilities for work performed by police officers on behalf of the Township and where the police officers, are acting within the scope of the duty.
- 14.2 The Employer shall provide full-time officers a life insurance benefit during employment of \$100,000.00 (having a double indemnity provision for accidental death and dismemberment). Employee gets to name the beneficiary.
- 14.3 Health Insurance:  
The Employer will continue to provide the existing UPMC Coverage through MEIT, vision coverage through UPMC, and dental coverage through Concordia Plus or comparable

coverages through the term of this Agreement for all full-time Bargaining Unit members and their families. Employees will contribute one and one half percent (1.5%) of their base pay to health insurance.

- A. The Township may switch to a plan providing comparable Health Insurance, Dental and Vision coverage so long as they provide the Union at least thirty (30) days in advance of their intent to switch providers so the Union has an opportunity to review said plan. If the Union believes the coverage is not comparable it shall be addressed through the grievance procedure and no switch will be made until an Arbitrator renders a decision utilizing an expedited arbitration procedure.
  - B. All full-time bargaining unit members shall be provided sick and accident insurance in the amount of \$420/week. This benefit is subject to eligibility at first day of accident/eighth day of illness, with a \$560/week payment made during any waiting week under the policy. This benefit is also subject to a maximum benefit of twenty-six (26) weeks per rolling twelve (12) month period, as well as any waiting period for benefit coverage under the policy.
- 14.4 For full-time Bargaining Unit members, the normal retirement age shall be fifty-five (55) with at least twelve (12) years of credited service. In addition, for members hired prior to January 1, 2011, the benefit accrual rate shall be 2.5% with a maximum benefit of 50% of the member's final salary. Accordingly, a member reaches the maximum benefit allowable after 20 years of service in accordance with Section 6.1 of the Governing Plan Document.
- 14.5 A full-time Bargaining Unit member has the option to provide a spouse with a 100% survivor benefit at the time of retirement as stated in Section 7.2 of the Governing Plan Document. The section also provides for several other optional forms of payments.
- 14.6 Vesting: If the employee terminates his employment after twelve (12) years of service, he will be eligible to receive a monthly benefit commencing at his normal retirement date. This benefit will be based on his total compensation at termination.
- 14.7 The Employer shall provide to all bargaining unit employees an actuarial study as required by Act 600, 53 P.S. 7607, et seq.
- 14.8 Any ordinances enacted by the Township relating to the Police Pension Plan shall be incorporated and made part of this Agreement.
- 14.9 Social Security Offset /Integration: A zero percent (0%) fraction of Social Security benefits is applied with relation to the benefits paid pursuant to the pension plan. There shall be no offset or reduction in pension benefits payable to the employee by virtue of the payment of Social Security Benefits.
- 14.10 The Township shall provide and pay the full cost of the Team Legal Criminal and Civil Defense Insurance for all officers.

- 14.11 This Agreement is subject to reopen during the years 2017 and 2018 to negotiate over contribution to Health Insurance. If the parties are unable to come to an agreement the issue shall proceed to Act 111 Arbitration.

#### **ARTICLE NO. 15 - MISCELLANEOUS**

- 15.1 Ammunition per scheduled qualifying shall be supplied to each police officer for practice to improve and maintain proficiency with a weapon he customarily carries on the job. Officers shall receive eight (8) hours pay at their appropriate rate of pay for scheduled qualifying. The Employer shall also provide expenses for targets and instructor fees. All officers shall qualify a minimum of once per year. The Township will provide each officer with two hundred (200) rounds of ammunition for off-duty training.
- 15.2 Meals - Geographic Area: Officers may take their meals at their place of personal preference within the geographical area as determined by the police chief. Geographic areas include: All businesses in Crescent Township, businesses along State Route 151 from State Route 51 to Brodhead Road, businesses along Brodhead Road from State Route 151 to University Boulevard, and businesses along University Boulevard from State Route 60 to Stoops Ferry Road. This geographic description is subject to change upon Agreement of the Chief of Police and the Local Union. Any such modification must be in writing and signed by both parties. Officers are permitted to include five (5) points to permitted meal break locations
- 15.3 When attending court or magistrate's hearings, officers shall be permitted to use one of the police cruisers, if available, for transportation.
- 15.4 Any employee who fails to notify the Employer of his absence four (4) hours or more prior to his regularly scheduled starting time for all shifts on the day of absence, shall lose his day's pay for such absence, unless an emergency prevents such notification.
- 15.5 Leaves of absence shall not be granted unless such individual leave is approved by the Employer.
- 15.6 The Employer shall not make any verbal or written agreement with any member of the Committee that is contrary to any term of this Agreement.
- 15.7 Any heading preceding the text of the several Articles contained in this Agreement is inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall the heading affect the meaning, construction or effect of the Article.
- 15.8 Jury Duty: Any full-time employee who is ordered by appropriate authority to report for trial jury duty shall be granted a leave of absence from his regular duties during the actual period of such trial jury duty and shall receive for such period of trial jury duty the difference between any trial jury duty compensation and regular wages for each day of trial jury duty services. If, however, the officer is excused from trial jury duty service before



11:00 a.m., the officer shall report to work for his regularly-scheduled shift, unless his scheduled shift is the daylight shift. An officer receiving notice to report for trial jury duty shall immediately notify the Chief of Police.

15.9 Safety Clause

- A. Full-time employees shall be issued, by the Employer when needed a new protective vest. If the Officer resigns, he shall return the vest or pay a prorated portion of the cost. Part-time employees will be required to contribute twenty dollars (\$20.00) per paycheck to the cost of a protective vest over the course of one (1) year, totaling five hundred and twenty dollars (\$520.00). If the employee leaves prior to one (1) year, they are responsible to pay the remaining balance to the township and they are permitted to keep their vest. The Township will assume all costs for any replacement vest after the first vest has been paid in full. This is to include replacements due to damage or expired manufacturer's warranties.
- B. Arrangements shall be made by the Employer through their doctor for each officer to be given the Hepatitis B vaccination. Total cost to be paid for by the Employer.

15.10 Military Leave

Each Officer shall be entitled to Military Leave in accordance with the provisions of Pennsylvania and United States Law.

- 15.11 Any officer attending training of eight (8) hours or more shall be provided a per diem of fifteen dollars (\$15.00) per day.

**ARTICLE NO. 16 - POLICE OFFICER'S BILL OF RIGHTS**

- A. When an anonymous complaint is made against a police officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.
- B. When a citizen complaint is filed, it must be done in writing and signed by the complainant and filed no later than thirty (30) days from the alleged event.
- C. An internal investigation must take place concerning said complaint and all parties, whether subject or witness, must be part of such investigation.
- D. After said investigation, all information should be corroborated, and just cause must be found before charges are filed against any employee. The accused employee shall be notified orally or in writing of the complaint and be forwarded a copy of said complaint within five (5) days upon completion of the initial investigation if the Employer is going to file charges or take disciplinary action.
- E. A police officer, whether subject or witness, must be informed of the nature of any questioning before the actual interrogation takes place.

- F. Upon any interrogation of a police officer under this Article, where written statements, transcripts, or mechanical records are made, a Union representative must be present if requested; a copy must be given to the police officer at the officer's expense. Such procedures will not be applicable for preliminary investigations during which the officer may simply be questioned about a complaint, incident, or event.
- G. At the request of any police officer, he shall have the right to review his personnel file.
- H. Unless agreed to by the parties or ordered to do so by a court of competent jurisdiction neither the police officer nor the Employer shall make public comments on the reason for any disciplinary action taken against any police officer.

#### **ARTICLE NO. 17 - LEGALITY**

Both parties hereto specifically agree that it is their intent that this Agreement, under all circumstances and in every respect, shall comply with all applicable statutes, governmental regulations and judicial decisions. In the event that some aspect of this Agreement shall be found not to comply with applicable statutes, governmental regulations and judicial decisions, the parties shall immediately bargain concerning adjustments in the Agreement designed to make the Agreement comply with the applicable statute, governmental regulation or judicial decision with which it is at odds.

#### **ARTICLE NO. 18 - SEPARABILITY**

In the event any of these terms or provisions of this Agreement shall be found invalid or declared unenforceable by reason of any Federal or State statute, or Federal or State directive, rule or regulation, now in effect or hereinafter to become effective, or by reason of the decision of any Federal or State Court, such invalidity or unenforceability shall not affect or impair any other or provisions hereof, unless the other terms or provisions are directly affected by the section declared invalid or unenforceable. The parties thereupon may, within thirty (30) days, meet to discuss said invalidity or unenforceability.

#### **ARTICLE NO 19 - DISCHARGE OR SUSPENSION**

- 19.1 The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the Employer must immediately notify employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward, and a copy mailed to the Local Union office, within one (1) working day from the time of the discharge or suspension.
- 19.2 Except as to serious offenses and/or criminal activities, in respect to discharge or suspension, the Employer must give at least one (1) verbal and written warning notice of the specific complaint against such employee, and a copy of the same to the Union.

- 19.3 Any employee discharged must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, within fifteen (15) days from the date of discharge.
- 19.4 A discharged or suspended employee must advise his Local Union in writing, within five (5) working days after receiving notification of such action against him of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within ten (10) days from the date of discharge or suspension and/or return to his home terminal, whichever is later.
- 19.5 Should it be proven that an injustice has been done a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as the settlement of the case, then it may be referred to the grievance machinery as set forth in Article XV, within ten (10) days after the above notice of appeal is given to the Employer.

#### **ARTICLE NO. 20 - LIE DETECTOR CLAUSE**

The Employer shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of detector test.

#### **ARTICLE NO. 21 - SUBCONTRACTING**

The Township may, during the term of this Agreement, choose to deliver police services by joining a police department formed pursuant to the Intergovernmental Cooperation Act or by contracting with another community or communities for such services. In either case, the Township cannot do this unless it provides to the Union with at least twelve (12) months notice of an intent to do so and meets with the Union at reasonable times and places to bargain over the impact of this decision. In the event that this impact bargaining does not resolve the disputes between the parties relating to the Township's decision, the dispute shall be resolved in binding interest arbitration conducted pursuant to Act 111 except that the calendar requirements of Act 111 shall not apply and the list of arbitrators provided by the Federal Mediation and Conciliation service shall number seven (7) instead of three (3). In its' negotiations with any police department under this Section, the Township will exercise its best efforts to secure an agreement with the police department to ensure that offers of employment are made to all regular, full-time bargaining unit employees and that any pre-employment qualifications are waived for such regular, full-time bargaining unit employees.

All Police work in the Township shall be done by the Police working under this Agreement.

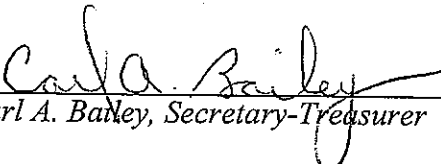
**ARTICLE NO. 22 - DURATION**

Pursuant to the requirements of Act 111 of 1968, this Agreement shall be binding upon the parties hereto, their successors and Signs, from January 1, 2019 to and including December 31, 2021 and thereafter from year to year except that either party may notify the other by certified mail on or before July 1, 2021 of its desire to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers and representatives and intending to be legally bound hereby, have hereinafter affixed their hands and seals this day.

**TEAMSTERS LOCAL UNION NO. 205**

**TOWNSHIP OF CRESCENT**

  
\_\_\_\_\_  
Carl A. Bailey, Secretary-Treasurer

  
\_\_\_\_\_  
Joseph Sabol, Commissioner-President

12-14-18  
Date:

12-14-18  
Date:

