

Township of Findlay

Memorandum of Understanding
between
The Township of Findlay
and
the Findlay Township Police Department Wage and Policy Unit
January 1, 2017 through December 31, 2021

Preamble: This Memorandum of Understanding is entered into by and between the Township of Findlay and the Findlay Township Police Department Wage and Policy Unit.

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Township of Findlay

ARTICLE I - RECOGNITION

The township of Findlay hereby recognizes the Findlay Township Police Department Wage and Policy Unit as the exclusive bargaining representative for all its employees on Police Officer positions.

ARTICLE II - TERM

This agreement shall be effective from January 1, 2017 through December 31, 2022. Included within the contract period is a re-opener in 2020 for wage increments concerning years 2021 and 2022. If the Cadillac Tax goes into effect January 1, 2020, the parties agree to re-open negotiations on the limited issue of the Cadillac Tax.

ARTICLE III - DEFINITIONS

The following terms shall apply to persons employed as Police Officers in the Township of Findlay:

- A. **"Police Officer"** shall mean only full-time Township Police Officers, (including those on a probationary status), but excluding the Chief of Police, except in Articles XI and XVI concerning liability, false arrest insurance and legal expenses which also covers part-time officers.
- B. **"Part-Time Police Officer"** shall mean a police officer who shares the same duties and responsibilities as a full time Police Officer and is scheduled less than forty (40) per week.
- C. **"Senior Police Officer"** shall mean any Police Officer with over three (3) years of service and having no rank.
- D. **"Base Wage Rate"** means a given Police Officer's base annual wage divided by 2,080 hours. It is also referred to herein as "straight time rate".
- E. **"Overtime Pay"** means pay at an hourly rate of time and one-half of a given Police Officer's base wage rate.
- F. **"Court Time"** means any time except magisterial court time spent at any judicial proceedings arising out of police work (excepting civil cases) where the Police Officer's presence is required for processing or prosecution of the case.

- G. **“Magisterial Court Time”** means any time spent at any magisterial court proceeding arising out of police work (excepting civil cases) where the Police Officer’s presence is required for processing or prosecution of the case.
- H. **“Detective”** means any full-time Police Officer who is assigned primarily to investigation.
- I. **“Canine Handler”** means any full-time Police Officer who is assigned primarily to the canine “K-9” function.

ARTICLE IV - SALARIES

Basic annual salary rates shall be established based on years of incumbency service as follows:

Effective January 1, 2017, the base annual wage includes a (3.5%) rate increase.

SERVICE	HOURLY RATE
Part Time	\$29.15
Up to one (1) year	\$33.25
Up to two (2) years	\$37.74
Up to three (3) years	\$42.24
Over three (3) years	\$44.93
(Senior Police Officer)	
Detective	\$46.73
Function OIC 1 Function	\$47.18
Function OIC 2 Functions	\$49.42
Sergeant	\$50.31
Captain	\$55.34

Effective January 1, 2018, the base annual wage includes a (3.5%) rate increase.

SERVICE	HOURLY RATE
Part Time	\$30.17
Up to one (1) year	\$34.41
Up to two (2) years	\$39.06
Up to three (3) years	\$43.72
Over three (3) years	\$46.50
(Senior Police Officer)	
Detective	\$48.37
Function OIC 1 Function	\$48.83
Function OIC 2 Functions	\$51.15
Sergeant	\$52.07
Captain	\$57.28

Effective January 1, 2019, the annual wage includes a (3.5%) rate increase.

SERVICE	HOURLY RATE
Part Time	\$31.23
Up to one (1) year	\$35.61
Up to two (2) years	\$40.43
Up to three (3) years	\$45.25
Over three (3) years	\$48.13
(Senior Police Officer)	
Detective	\$50.06
Function OIC 1 Function	\$50.54
Function OIC 2 Functions	\$52.94
Sergeant	\$53.89
Captain	\$59.28

Re-opener in 2019 for increments concerning years 2020 and 2021.

➤ The above figures do not include any longevity pay.

Any person hired as a Police Officer after January 1, 1997 will have a basic salary rate as follows:

- Up to one (1) year - 74% of Senior Police Officer base salary
- Up to two (2) years - 84% of Senior Police Officer base salary
- Up to three (3) years - 94% of Senior Police Officer base salary

(Note: Senior Police Officer is defined as being a Police Officer with over three (3) full time years of service with this department and no rank.)

A Canine Handler shall be provided compensation at a rate of \$8.00 per hour to care for the animal. Up to ½ hour per work day while on duty may be allotted for the handler to provide the necessary basic care such as feeding and exercising the canine. While off duty on pass days or vacation it is agreed that ½ hour per day would be needed to care for the animal at the compensation rate of \$8.00 per hour or \$4.00 per day. This "Canine Handler" compensation rate would include all care and maintenance issues such as feeding, grooming, veterinary appointments and non-duty related events. When the canine team is required to respond for police related business such as emergency callouts or unscheduled events, the handler would receive his/her normal rate of overtime pay.

A Detective shall earn (4%) above the Senior Police Officer rate.

A Function OIC shall earn five percent (5%) above the Senior Police Officer rate for each function assigned up to the maximum of a ten percent (10%) total increase. Ranking officers who are in charge of a function or functions are not entitled to additional Function OIC pay.

A Sergeant shall earn twelve percent (12%) above the Senior Police Officer rate.

A Captain shall earn ten percent (10%) above the Sergeant's rate.

Any Police Officer promoted to a higher rank shall receive one-half (1/2) the percentage (%) commensurate with the percentage (%) allotted that rank during the probationary period of that rank. *(Example: If a Sergeant earns ten percent (10%) above a Senior Police Officer's rate, that probationary Sergeant shall earn five percent (5%) above the Senior Police Officer's rate for the duration of the probationary period.)*

Anytime the Police Captain and/or Sergeants assume or is appointed to the position of Acting Chief or OIC of the department in the absence of the Chief of Police, forecasted or not, for forty (40) or more consecutive working hours (defined as (5) consecutive days), the OIC of the department shall receive the salary of the Chief of Police for the entire time of absence. The Acting Chief or OIC must not be on scheduled vacation, personal, compensatory or sick time to receive such pay.

ARTICLE V - HOURS OF WORK

- A. Either eight (8), or ten (10) hours depending on the officers assigned schedule shall constitute the normal day's work and forty (40) hours a normal week's work. Overtime work consists of any hours of work, rounded off to the next highest quarter hour, in excess of eight (8) or ten (10) hours on any regularly scheduled work day, or forty (40) hours in any regularly scheduled work week. There shall be no pyramiding of overtime. The overtime pay rate shall be one and one-half (1 1/2) times the basic hourly salary rate for each hour of overtime work performed by an employee divided by two thousand eighty (2,080 hours.) A day is a continuous twenty-four (24) hour period beginning at the regular starting of the Police Officer's shift. A workweek is a seven (7) consecutive day period beginning at 12:01 a.m. Sunday. Note: See section VII – Holidays for overtime hours worked on a holiday.
- B. **Compensatory Time** - Any Police Officer may accumulate compensatory time in lieu of overtime. Compensatory time shall be accumulated at the rate of time and one half, just as overtime is accumulated. Compensatory time may be accumulated in lieu of overtime in any situation in which overtime is involved, i.e. continuation of shift, mandatory training, court time, etc. subject to the approval of the Chief of Police or his designee. (Example: A Police Officer attends magistrate court in which a minimum of two (2) hours court time is accumulated. That officer may accumulate three (3) hours compensatory time in lieu of the two (2) hours court time at the rate of time and one half.)

Compensatory time may be scheduled as a day off by the officer with the approval of the Chief of Police or his designee, depending on scheduling needs. The request for compensatory time will be made with as much notice as possible prior to the requested day off. Compensatory time may also be utilized by a Police Officer either at the beginning (to begin a shift late) or at the end (to leave early) of a shift as long as the compensatory time is approved by the Chief of Police or his designee. The amount will be at the discretion of the Chief of Police or his designee and will remain a management right as is the schedule.

1. Additional stipulations on the use of compensatory time are as follows:

- a. No limit on compensatory time.
- b. In the last 36 months of employment, only 80 hours per year or 240 hours maximum compensatory time will be used for pension calculations.
- c. The remaining compensatory time will be paid at rate when the compensatory time was earned.

MT
JTH
12/5/14

ARTICLE VI - USE OF PRIVATE AUTOMOBILES

All Police Officers and Part-Time Police Officers shall be reimbursed at the current IRS rate when scheduled to use their privately owned automobile while on departmental business, provided, however, that no employee shall be entitled to any reimbursement when said employee files for and receives a mileage fee from any third party or court of competent jurisdiction. The employees shall also be reimbursed for any parking fee while on departmental business.

ARTICLE VII - HOLIDAYS

A. Police Officers shall be granted paid holidays as follow:

New Year's Day	General Election Day
Good Friday	Veterans Day
Primary Election Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Four (4) Personal Days
Labor Day	

B. Police Officers not scheduled to work on any of the above days shall be paid eight (8) hours pay at his basic hourly salary rate for such holidays.

C. Police Officers who work on any of the above days shall be paid sixteen (16) hours holiday pay at his/her regular rate of pay, in addition to the eight (8) hours calculated in his/her base pay. In lieu of receiving holiday pay, the employee may work at his/her basic salary rate and be allowed to acquire sixteen (16) hours compensatory time (eight (8) holiday and eight (8) compensatory.)

D. If any holiday named above shall fall within a Police Officer's vacation period, such holiday shall not be considered a part of such vacation period and the Police Officer shall be given an additional day off or holiday pay.

E. In order to be eligible for holiday pay, the Police Officer must have worked on his last scheduled shift before the holiday and his first scheduled shift after the holiday, unless he is unable to do so for good cause.

F. Overtime hours worked on a holiday shall be paid at the holiday rate pay scale as long as the overtime is first approved by a supervisor.

ARTICLE VIII - VACATIONS

Eligibility

- A Police Officers will be provided vacation time off from work, without loss of pay, under this agreement. To be eligible for a full vacation in any calendar year hereof, however, a Police Officer must:
- 1) Have an annual employment anniversary day in the calendar year in which the vacation is to be taken.
 - 2) Vacation Upon Resignation - A Police Officer's vacation shall be pro-rated on an annual basis dependent upon that officer's resignation. (i.e. a Police Officer who is entitled to 4 weeks' vacation and resigns after 6 months of the new year would be entitled to 2 weeks' vacation. If the officer would have already taken 4 weeks' vacation and resigns after 6 months into the year, the officer would be required to reimburse the township for 2 weeks, etc.) An officer who has accumulated enough time to vest his pension (12 years) shall be entitled to receive his vacation pay for that year at the beginning of that calendar year.
 - 3) Vacation Upon Retirement – An officer who is retiring will not be able to buy back any vacation time. If an officer has any unused vacation time remaining upon his retirement date, the officer will be required to exhaust his remaining vacation time prior to his retirement date. If an officer decides to retire before using all of his vacation time he will not be compensated for it.

Length of Service

- A. An eligible Police Officer, who, in any calendar year of this agreement, has attained years of continuous service indicated on the following table, shall be granted time off, commensurate therewith as follows:

Years of Service	Vacation
Up to 1 year	0 weeks
1 to 2 years	1 week
3 to 4 years	2 weeks
5 to 8 years	3 weeks
9 to 15 years	4 weeks
16 to 20 years	5 weeks
21 years and over	6 weeks

Vacation Scheduling

- A. The scheduling of vacation shall be in accordance with seniority. The most senior Police Officer shall have the first choice and so on, until all vacations are scheduled. The vacation book shall be distributed in the fall of the year proceeding the year in which the vacations are to be taken. In the event two members schedule vacation during the same time period, the officer scheduling that vacation period first shall have the priority of that vacation time. The Chief of Police shall have discretion, during a crisis situation or in extreme times of insufficient police manpower, to cancel a vacation and to have the affected member reschedule the vacation at another time.

ARTICLE IX - UNIFORM AND EQUIPMENT ALLOWANCE

- A. Each Police Officer shall be granted a uniform and equipment allowance each calendar year of one thousand dollars (\$1,000.00). Any officer going over his/her uniform allowance shall have the balance subtracted from the following year's uniform allowance as long as approved by the Chief of Police or his designee. Any officer going over his uniform allowance without permission of the Chief of Police or his designee may be subject to disciplinary action.
- B. Each Police Officer shall receive an allowance of Two Hundred Dollars (\$200.00) per year for the cleaning of uniforms.
- C. The Township shall pay for repairs and/or replacement of police uniform damaged in the line of duty.
- D. The Township shall provide new body armor for each Police Officer every five (5) years, in addition to the uniform allowance for that year.
- E. Any officer assigned primarily to an investigative (Detective) position, may utilize one-half (1/2) of his/her uniform allowance to purchase civilian clothing. The officer must submit the appropriate receipts to be reimbursed for such purposes.
- F. Uniform and Equipment Allowance - The Township shall provide and maintain exercise equipment for sworn and non-sworn personnel so that both may have access to necessary equipment to comply with the departmental physician's established height and weight requirements. This equipment may include, but not be limited to, free weights, aerobic exercise equipment (steppers, exercise cycles, treadmills, etc.) and nautilus equipment.

ARTICLE X - ACCIDENT AND SICKNESS DISABILITY INCOME INSURANCE

- A. The Township shall provide insurance for short-term accident and sickness disability which will provide benefits of seventy-five (75%) percent of the officer's basic weekly salary for a period of up to twenty-six (26) weeks for officers disabled by reason of non-service related sickness or accident.
- B. The Township shall provide insurance for long-term accident and sickness disability which will provide benefits of sixty-five (65%) percent of the officer's basic weekly salary who is totally disabled by reason of non-service related sickness or accident with benefits to commence after twenty-six (26) weeks of disability and continue to age sixty-five (65) or attainment of normal retirement age, whichever shall come first.

ARTICLE XI - LIABILITY

The unit shall be covered by Law Enforcement Agency/Officers Professional Liability Insurance which is presently being written by the Imperial Casualty & Indemnity Company and which includes false arrest insurance.

False Arrest Insurance

- A The Unit shall be covered with the following False Arrest Insurance:
- 1) The insurance afforded is only with respect to personal injury arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges:
 - a) False Arrest, Detention or Imprisonment or Malicious Prosecution ... A,B,C
 - b) Libel, Slander, Defamation or Violation of right of Privacy ...
 - c) Wrongful Entry or Eviction or other Invasion of Right of Private Occupancy

Minimum Premium \$	Total Provisional Premium \$
Limits of Liability:	\$1,000,000.00 each person aggregate
	\$1,000,000.00 general aggregate:
Insured person's participation nil %	

Life Insurance

- A. The Township shall provide, at its expense, a \$50,000 Life Insurance Policy for Police Officers.
- B. The Township shall provide for the payment of Double Indemnity in the event that the Police Officer dies in the line of duty.

ARTICLE XII – HOSPITALIZATION AND OTHER INSURANCE GROUP INSURANCE HOSPITALIZATION AND MEDICAL INSURANCE

- A. The Township shall provide for each Police Officer, their spouses and dependents a premium medical coverage under the Highmark Premium PPO Blue \$10.00 plan, as provided by Highmark Health Insurance Company or a comparable equal plan. Employee contributions will be equal to 2.5% of the cost of the hospitalization plan selected, i.e. (Single, Family, etc.) The Board of Supervisors and Bargaining Unit both agree that the employee contribution to the increased cost of the hospitalization plan selected may increase up to 3.5% for the duration of this contract. This contribution will be paid through a pre-taxed payroll deduction plan. The Township can change to a carrier or plan that is equivalent to the current carrier or plan. It is understood that equivalent does not mean “exactly the same.” It is the intention of the parties to provide Wage and Policy Unit members with a policy which, taken in its entirety, is as good as or better than the current coverage.
- B. The Township shall provide for each Police Officer, their spouses and dependents the highest benefit dental plan, covering braces and dentures.
- C. Police Officers who retire after December 31, 1978 shall be permitted to elect to remain in the Hospitalization Plan also Medical Group Insurance Plans after their retirement.
- D. Police Officers who are hired after September 1, 2016 who retire with twenty-five (25) years of service after 1994, shall receive a 97.5% paid Premium Health Care Hospitalization Plan equal to the Health Care Plan that was in effect at the time the

officer retired until the Police Officer and/or Spouse attain Medicare eligible age. This benefit is only entitled to the officer's spouse as long as the retired officer and spouse remain married. In the event of divorce the retired officer's spouse is no longer eligible to receive this benefit. In the event the officer or retired officer dies prior to his or her spouse, the spouse shall continue to receive the benefit until the spouse attains Medicare eligible age.

ARTICLE XIII – VISION PLAN

The township shall provide, by self-insuring, a vision care plan which will cover vision examinations, lenses and frames. The plan shall cover five-hundred dollars (\$500.00) worth of vision expenses per family member per year.

The following option now exists for Police Officer's only (family members not included.) The officer may elect refractive eye surgery/laser surgery, which will now be covered under our current vision care plan. The Township will appropriate the initial cost for such surgery, and in return, the individual officer would give up their vision benefit until the bill for the said surgery has been satisfied. (Example: An itemized bill of \$2,000.00 would require a five (5) year period, for the Township to satisfy their initial expense. Any additional eye treatment i.e., exams, lenses, frames, etc., during the surgery reimbursement period will be the responsibility of the individual officer. Family members will still maintain original vision care coverage.

ARTICLE XIV – SICK LEAVE

- A. Sick leave shall not be considered as a privilege that a Police Officer may use at his discretion, but shall only be allowed in case of actual sickness or disability of the Police Officer. To receive compensation for sick leave while absent, the Police Officer must notify the Chief of Police or the officer in charge of his shift at least one (1) hour prior to the scheduled starting time of his tour of duty. The one hour shift notice shall be waived in case of sudden incapacitation.
- B. When the absence is for more than five (5) days, the Police Officer shall be required to file a physician's certificate, unless the Chief has knowledge of the Police Officer's sickness or disability. A request form for sick leave, furnished by the Township, must be filled out immediately upon the Police Officer's return to work.
- C. A Police Officer earns sick leave at the rate of one and one quarter (1-1/4) workday per month or fifteen (15) workdays per year.
- D. A Police Officer, who returns to work after an absence of thirty (30) work days or more, shall be required to pass a physical examination or obtain a release from a doctor stating that he is sufficiently recovered from the injury or illness which caused the aforesaid absence so that he is able to perform his duties.

- E. A police officer who is absent due to an injury or illness which may be compensated for under workmen's compensation shall not use sick leave but shall use workmen's compensation during the time of such injury or illness.
- F. In case of failure of a Police Officer to report any injury sustained by him within twenty-four (24) hours of its occurrence to the Chief of Police, it shall be presumed that such injury resulted from his own negligence unless proof to the contrary is introduced by said Police Officer.
- G. A Police Officer injured on any unapproved gainful employment other than the Township employment shall not be eligible for sick leave.
- H. Any Police Officer found to be abusing the sick leave privilege in any manner shall be subject to severe discipline, to include discharge.
- I. A Police Officer may accumulate two hundred (200) sick days.
- J. Upon accumulation of one hundred twenty (120) sick days, an officer may choose to sell back at 25% of the current hourly wage, any number of sick days in the excess of the one hundred twenty (120) at any time. Any accumulation of sick days over two hundred (200) will automatically be bought back at the end of the year by the township, at the rate of 25% of the officer's current hourly rate. (Example – An officer has 150 sick days accumulated. He sells back 30 days at 25% of the current wages for that contract year and still has 120 days sick leave accrued. Example – An officer has 195 sick days accrued going into next year. During that year, he accrues 15 additional sick days, which gives the officer 210 accrued sick days. The Township automatically buys back 10 sick days at 25% of the base rate for the calendar year and the officer still has 200 sick days accrued.)
- K. Upon retirement (twenty –five (25) years of service, fifty (50) years of age) of the Police Officer the Township will buy back up to one hundred twenty (120) sick days at the rate of fifty percent (50%) of the officer's basic daily wage at the time of his retirement.
- L. During any calendar year, a Police Officer may use three (3) earned sick days as Family Medical Leave Days. Family Medical Leave Days are to be used in the event an immediate family member, who is ill, or is in need of a pre-planned medical appointment with notice given as soon as possible upon learning of the medical appointment and requires the Police Officer's assistance. The "family member" shall be defined and limited to spouse, children, parents and siblings who reside with the officer. The Family Medical Leave Days are not to be used in association with Bereavement Leave as defined in Article XXIII of this contract.

ARTICLE XV – TIME SPENT IN COURT

- A. Any Police Officer who shall be required to appear in Criminal or Juvenile Court ("Court time") during off-duty hours, shall be paid a minimum of four (4) hours at time and one half (1-1/2) and for actual time spent for any hours over four (4) at the rate of time and one half (1-1/2). The Police Officer shall also be entitled to receive whatever witness fee may be paid.
- B. Any Police Officer who shall be required to appear before a member of the minor judiciary during off-duty hours ("Magisterial Court Time"), shall be paid a minimum of two (2) hours pay at time and one-half (1-1/2) and for actual time spent for any hours over two (2) at the rate of time and one-half (1-1/2).

- C. Any Police Officer who is scheduled for duty while in court shall only receive the time and one-half (1-1/2) rate while on off-duty-time. (Example: If an officer is scheduled for criminal court at 9 A.M. and is scheduled for duty at 11 A.M., the officer is only eligible to receive time and one-half (1-1/2) rate from 9 A.M. to 11 A.M.).

ARTICLE XVI – LEGAL EXPENSES

- A. If any criminal or civil action is brought against any Police Officer as a result of acts performed in the course of his/her employment as a Police Officer, the Township shall pay the said Police Officer's legal expenses, including without limitations attorney fees.
- B. Findlay Township agrees to fully indemnify all Police Officers for all legal expenses and fees, judgments, awards and other related expenses pertaining to all litigation, including both compensatory and punitive damages, when litigation is initiated as a result of actions taken by an officer acting under the color of his/her office and the action taken is in accordance with departmental written directives or past practices. This clause is retroactive to any litigation filed prior to 1992 contract year.

ARTICLE XVII - SCHOOLS

Any Police Officer who attends any school or courses of instruction pertaining to police work with the approval of the Township Supervisors, will be entitled to reimbursement for any expenses incurred while attending such school or course of instruction. Such reimbursement to include \$.22 per mile traveled for on round trip traveling to and from said school. Any school, training or related department business requiring overnight stay, the Police Officer shall receive a per diem in the amount of forty five dollars (\$45) per day for meals.

ARTICLE XVIII – LONGEVITY PAY

All Police Officers governed by this contract shall be entitled to longevity pay in accordance with the following eligibility requirements and rates of pay:

- Minimum of five (5) years' service, - 3.50% of base salary per year
but less than ten (10) years
- Minimum of ten (10) years' service, - 4.00% of base salary per year
but less than fifteen (15) years
- Minimum of fifteen (15) years' - 4.50% of base salary per year
service, but less than twenty (20) years

- Minimum of twenty (20) years of service - 5.00% of base salary per year

An additional seven percent (7%) will be applied to the above listed longevity pay rates, for the contract period to be reviewed annually. Upon conclusion of the contract year the Township in agreement with the members bound by this contract will either eliminate or adjust accordingly the seven percent (7%) rate based on the soundness of pension actuarial studies. The adjustment would not affect the current longevity requirements and/or rates as listed above.

Longevity pay will be accumulated and paid annually on each officer's anniversary date of hire.

ARTICLE XIX – OVERTIME BY SENIORITY

General overtime shall be assigned based on a rotation of the officers' current roster by seniority, i.e. officers will be listed and offered to work overtime in order of the list. If an officer declines, the overtime conflicts with his current work schedule or the officer is unable to be contacted, it is considered a "Pass" for that specific overtime and the next officer on the list will be offered the overtime. Each time overtime is offered, the officer following the last officer assigned overtime will be offered the overtime first and the process will follow as delineated above.

When additional overtime is required preceding the beginning of a certain shift or continuing into an existing shift, that overtime shall be scheduled at the discretion of a supervisor or OIC of the shift.

ARTICLE XX - PENSIONS

A. All Police Officers hired prior to January 1, 2015 may retire with a pension at age fifty (50) or thereafter, provided they have completed a minimum of twenty-five (25) years of continuous service. Per the wage re-opener of 2014, all Police Officers hired on or after January 1, 2015 may retire with a pension at age fifty-five (55) or thereafter, provided they have completed a minimum of twenty-five (25) years of continuous service.

B. The Board of Supervisors and Bargaining Unit made an agreement on November 9, 2016 specifying the following. Subsection B1 of this article (XX) shall apply only to Police Officers and part time officers (if and when they are made Police Officers) who are hired before September 1, 2016 who shall be exempt from the subsection B2 of this Article (XX). Subsection B2 of this Article (XX) shall only apply to all Police Officers hired after September 1, 2016.

- 1) The amount of the pension benefit shall be fifty percent (50%) of the monthly average salary of the officer during the last thirty-six (36) months of his/her employment. Pension calculations are based on gross earnings as reported in the officer's W2 form, as outlined in 526 PA 324 A.2d 366 (1991) (Paylock Vs W. Mifflin).

- 2) The amount of the pension benefit shall be fifty percent (50%) of the monthly average gross salary as reported on the officer's W-2 form plus longevity but excluding, sick time buyback, comp time buy back and personal day buy back during the last thirty -six (36) months of his/her employment.
- C. After Retirement Eligibility: Upon the death of a member who is retired or eligible for retirement, the surviving spouse will receive 50 percent of the amount the Participant was receiving or entitled to receive payable for life. For members Killed in Service, the surviving spouse will receive a benefit equal to 100 percent of the participant's salary as of the date of death, payable for life. In the event of the spouse's death, the Participant's dependent children will share the benefit equally until age 18, or age 23 if attending college.
- D. Police Officers who have completed at least twelve (12) years of total police service for the Township shall be entitled to vest their retirement benefits in accordance with Resolution No. 82-26, adopted December 8, 1982.
- E. The social security offset of the Police Officer's pension is eliminated with the 1989 contract. The Township agrees that the officer will receive his/her full amount of pension due both prior to and after the officer becomes entitled to Social Security Benefits. All actuarial studies will be made available to the Police Wage and Policy Unit. A representative of the Wage and Policy Unit shall be included in any meetings related to pension fund matters.
- F. Beginning in the year 2000, each Police Officer will contribute five percent (5%) of his/her actual earnings to the pension fund. During the 2000 contract year, upon completion of an actuarial study, a pension re-opener will occur to explore the feasibility of eliminating the said five percent (5%).
- G. Service Related Disability Provisions: The Pension Plan shall include a provision for a service-related disability. Resolution 98-29 amends the Police Pension Plan Document (Resolution 92-36) which provides the necessary language to fulfill this requirement.
- H. As of January 1, 2002 the pension benefit shall include a cost of living adjustment (COLA) for qualified personnel in accordance with Act 600. This total benefit is not to exceed 65% of the average salary used to compute the retirement benefit. The plan shall provide an annual increase of retiree benefits based on, but not to exceed the annual change in the Consumer Price Index. It is agreed upon by the members of the wage and policy unit that an additional 2.5% pension contribution may be needed to support the pension fund.
- 12/5/16*
WPK
JHH ~~Note: The wage and policy unit, as well as the Board of Supervisors, agree to a pension benefit re-opener within the term of this contract.~~
- I. As a result of the re-opener held August 14, 2002, the Board of Supervisors agree to an increase of the COLA benefit from 65% to 75% of the average salary used to compute the retirement benefit. This change shall take place following the first sound actuarial study after January 1, 2004.

ARTICLE XXI – PAST POLICIES AND PRACTICES

Any and all benefits herein and before provided by the Township of Findlay and not specifically mentioned above shall be continued in full force and effect without abatement.

ARTICLE XXII – PAY DAYS

Paydays shall be every other Friday.

ARTICLE XXIII – BEREAVEMENT LEAVE

Upon the death of a Police Officer's spouse, child, grandchild, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother or grandfather, each bargaining unit employee shall be accorded a five (5) day leave of absence from work with no loss of pay.

The affected Police Officer shall have the sole right to determine when his leave period will commence, provided (1) that any such period consist of no more than five (5) consecutive calendar days; and (2) that the funeral or interment of the deceased relative occur on the second or third day of that period, under these provisions.

ARTICLE XXIV – AMMUNITION

The Township shall provide ammunition to Police Officers for firearms training directed by the Chief of Police or required by law, also ammunition for duty.

ARTICLE XXV – EDUCATION INCENTIVE

- A. Any Police Officer having a college degree in any Criminal Justice related field will be compensated on his or her full time anniversary hire date according to the following scale:
- | | |
|-------------------|--------------------|
| Associate Degree | - 1.5% of base pay |
| Bachelor's Degree | - 2.0% of base pay |
| Master's Degree | - 2.5% of base pay |
- B. Any Police Officer who has served in the United States military will be compensated on his or her full time anniversary hire date according to the following scale:
- | | |
|---------------------------|--------------------|
| Up to 4 years active duty | - 1.5% of base pay |
|---------------------------|--------------------|
- or

6 or more years reserve
duty

4 or more years active - 2.0% of base pay
duty

No combination of reserve and active duty years will be considered when determining military incentive (Police Officer would choose either Active Duty years or Reserve years). Also, eligible Police Officers can only receive one incentive (Police Officer would choose either the Military or Education Incentive). The Police Officer's DD214 form must show proof of an honorable discharge in order to receive this incentive.

- C. Any Police Officer continuing his education in college courses related to the Criminal Justice Field, or required by the Institution to achieve a degree in a Criminal Justice related field will be reimbursed for all class related expenses not to exceed one-thousand dollars (\$1,000) per semester. In order for the reimbursement to take place, the Police Officer must maintain a two point zero (2.0) or "C" grade point average in each of the course/courses attended.
- D. Any Police Officer who receives funds for continuing education agrees to remain in the employment of Findlay Township for a period of four (4) years following the most recent funding. If the Police Officer terminates his employment prior to the four (4) year period, the Police Officer agrees to repay the Township for the amount of funding received or a proportional basis. *(Example: An officer receiving (\$850) in January of 1999 who resigned in January of 2001 would be required to repay (\$425), or 50%, of the funding received due to the fact the officer remained for two years of the four required years. The Police Officer will only be responsible to repay any funding that falls within the four (4) year agreement.)*
- E. The Chief of police will have the discretion to determine if the degree or course meets the requirements of a Criminal Justice Related field.

ARTICLE XXVI – PROBATIONARY PATROL OFFICERS

- A. Any Probationary Patrol Officer (as defined in Article 17 of the Findlay Township Police Department Rules and Regulations) resigning his position within one (1) year of employment without the recommendation of the Chief of Police shall be responsible to reimburse the township for the entire cost of his/her training. This shall include but not be limited to all salaries associated with both the probationary officer and the training officer on the training period; any associated expenses incurred by the township while the probationary officer is enrolled in a training academy; and any equipment or uniforms issued to the Probationary Patrol Officer.

ARTICLE XVII – CALEA CLAUSE

The Township must provide all necessary requirements and essential funds, manpower, equipment, and supplies to maintain compliance with the standards promulgated by the Commission on Accreditation for Law Enforcement Agencies (CALEA) that are applicable to

provided they adhere to policy, and provides for proper training and equipment that may save the life of a citizen and/or a Police Officer.

ARTICLE XXVIII – INVALIDATION CLAUSE

Any invalidation of any single clause contained in this contract does not invalidate the entire contract, only the clause or clauses affected.

In WITNESS WHEREOF and intending to be legally bound hereby, the parties have set their hands and seals this 9th day of November, 20 16.

ATTEST:

Cheryl A. Knecht
Secretary

WITNESS:

Cheryl A. Knecht

TOWNSHIP OF FINDLAY

Janet J. Craig
Chairperson, Board of Supervisors

Thomas J. Hall
Supervisor

Raymond C. Chappell
Supervisor

**FINDLAY TOWNSHIP POLICE
DEPARTMENT WAGE AND
POLICY UNIT**

T. Downing
Sergeant Thomas Downing, Chairman

John H. Hart
Captain John H. Hart

Michael Flaskos
Sergeant Michael Flaskos

AGREEMENT

The Township of Findlay and the Findlay Township Police Department Wage and Policy Unit agree that Police Officers and part-time officers (if and when they are made Police Officers) who are hired before September 1, 2016 are eligible for retiree medical benefits under these conditions:

Police Officers, who retire with twenty-five (25) years of service after 1994, shall receive a paid Premium Health Care Hospitalization Plan equal to the Health Care Plan that was in effect at the time the officer retired. The municipality shall pay the percentage of the cost of the plan that was in effect at the time the officer retired, for both the retiring officer and spouse. The benefit shall be provided until the death of each benefactor. This benefit is only granted to the officer's spouse as long as the retired officer and spouse remain married. In the event of divorce the retired officer's spouse is no longer eligible to receive this benefit. In the event the retired officer dies prior to his or her spouse, the spouse shall continue to receive the benefit.

In WITNESS WHEREOF and intending to be legally bound hereby, the parties have set their hands and seals this 9th day of November, 20 16.

ATTEST:

Ceryle H. Knecht
Secretary

WITNESS:

Ceryle H. Knecht

TOWNSHIP OF FINDLAY

David Craig
Chairperson, Board of Supervisors

Thomas J. Talbot
Supervisor

Raymond H. Chappell
Supervisor

FINDLAY TOWNSHIP POLICE DEPARTMENT WAGE AND POLICY UNIT

T. Downing
Sergeant Thomas Downing, Chairman

John H. Hart
Captain John H. Hart

Michael Flaskos
Sergeant Michael Flaskos

