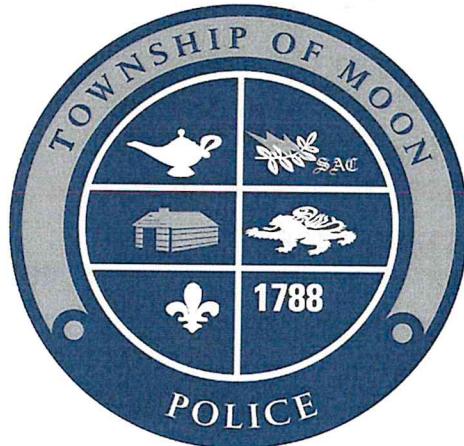


**AGREEMENT  
BY AND BETWEEN  
THE TOWNSHIP OF MOON, PENNSYLVANIA  
AND  
THE MOON TOWNSHIP POLICE OFFICERS  
FOR THE PERIOD OF JANUARY 1, 2018  
THROUGH DECEMBER 31, 2021**



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## SECTION 1 PARTIES TO AGREEMENT

This agreement is entered into by and between MOON TOWNSHIP, a Municipal Corporation of the County of Allegheny and the Commonwealth of Pennsylvania, hereinafter referred to as "Township" and the MOON TOWNSHIP POLICE ASSOCIATION, hereinafter referred to as "Police Association"; recognized as the sole and exclusive representative of all POLICE OFFICERS OF MOON TOWNSHIP, excluding the chief and captain(s), hereinafter referred to as "Policemen" and/or "Officers", pursuant to Act No. 111 of June 17, 1968 of the Legislature of the Commonwealth, duly approved by the Governor of Pennsylvania.

## SECTION 2 HOURS OF WORK

**2:10** Eight (8) hours shall constitute a normal day's work and forty (40) hours a normal week's work. Except as set forth in the paragraph below, all work in any one day in excess of eight (8) work hours shall be paid for at a rate of time and one half (1 ½ ) and any work performed during non-scheduled hours shall be paid for at a rate of time and one-half (1 ½ ). A Policeman shall not be paid both daily and weekly overtime for the same hours worked.

Vacation days and personal days shall count as actual time worked in determining if overtime is generated; provided, however, that sick days and compensatory time shall not count as actual time worked in determining if overtime is generated. For example, if an Officer works an 8-hour work schedule which would otherwise total more than 40 hours of pay in a one (1) week pay period, any sick days or compensatory time off used during that period would not count as hours worked in calculating overtime. Therefore, any other provision of this Agreement notwithstanding, pay for hours beyond 40 hours in that pay period would instead be calculated as straight time and not overtime until the Officer actually works more than forty (40) hours in that pay period.

A day is a continuous 24 hour period beginning at the regular starting time of a Policeman's shift. A work week is a seven (7) consecutive day period beginning at 12:01 a.m. Monday.

As has been accepted practice, the Chief of Police shall retain the discretion to provide a police officer leave in lieu of overtime, when the officer is engaged in Officer Requested Training, Voluntary Periodic Team Training (i.e. C.I.R.T. etc.), and Instructor/Specialist Training and Re-Certifications. Agreements between the Chief of Police and police officers may be made to address situations not covered above (i.e. D.A.R.E., Mock Crash, etc.)

**2:20** Overtime shall be determined by seniority and crew rotation as follows: the off crew shall be first offered the overtime, and if the overtime need is not fulfilled, then the on duty crew will be offered four (4) hours of overtime, then four (4) hours of overtime will be offered to the oncoming crew. All crews will be offered the overtime based upon the seniority of the members of the crew, with the most senior man first being offered, and the next most senior man in the crew being offered.

Any officer who refuses overtime will not be again offered overtime until the overtime has been offered to all other members of the crew. The rotation will continue as above. The shift commander will keep a list available to his crew to assure compliance with the above provisions. The Chief of Police or his designee shall be responsible for seeing that all crews are adequately staffed and shall have the authority to direct any available officer to work overtime if he deems it necessary.

**2:30** Work will be scheduled in an effort to accommodate the Police demands in a manner that remains compatible with the needs of the community. This does not supplant any existing contractual provision. The Township retains jurisdiction to assure and to evaluate the implementation of this provision.

**2:40** Also, Policemen may, by mutual agreement, change shifts with one another for personal reasons, subject to the Chiefs prior approval, which will not be unreasonably withheld. This provision cannot be used to generate additional overtime to the Township.

However, if an officer who has, with the Chiefs prior approval, switched with another officer incurred overtime on the shift to which he has switched, he shall be paid that overtime.

**2:50** Officers scheduled or called out to work overtime may be sent home without additional compensation, beyond pay for hours worked and appropriate overtime, if an overtime detail is cancelled or is no longer warranted, at the discretion of the Chief of Police.

### **SECTION 3 WAGES AND COMPENSATION**

**3:10** WAGES – The 2018, 2019, 2020, and 2021 hourly wages of the police bargaining unit members shall be:

Position	2018	2019	2020	2021
Lieutenant	\$49.10	\$50.70	\$52.35	\$54.05
Sergeant	\$46.79	\$48.31	\$49.88	\$51.50
Master Patrolman	\$45.35	\$46.82	\$48.34	\$49.91
Senior Patrolman	\$44.38	\$45.82	\$47.31	\$48.85
Juvenile Officer	\$45.28	\$46.75	\$48.27	\$49.84

Note: Master Patrolman and Corporal are terms for the same rank.

**3:11** The present Juvenile Officer shall remain a Senior Patrolman with Corporal wages and shall be eligible for the same percentage and "cents per hour" increases as a Senior Patrolman, so long as he remains the Juvenile Officer. The present Juvenile Officer shall be eligible to take the Corporal's test for promotion. Shall he leave the Juvenile Officer's position or be transferred from the position and should the Township elect to have a Juvenile Officer, his successor shall be placed as appropriate on the scale leading to or at the Senior Patrolman wage rate.

**3:12** SHIFT COMMANDER - When a shift is manned only by Patrolmen, the Township shall designate the acting shift commander who shall be paid at a Sergeant's rate of pay. However, if this officer is not yet a Senior Patrolman, the Sergeant's pay will reflect the percentage of the officer's non-Senior Patrolman's rate that the officer currently receives.

**3:20** NEW HIRES - Newly hired Patrolmen shall advance toward the Senior Patrolman's rate as follows: during the first six (6) months of employment, a non-Senior Patrolman shall be paid at a rate equal to seventy percent (70%) of the rate paid a Senior Patrolman; in the second six (6) months of employment, that employee shall receive a rate equal to seventy-five percent (75%) of the salary of a Senior Patrolman; in the second year of employment a non-Senior Patrolman shall receive eighty percent (80%) of the rate of a Senior Patrolman; in the third year of employment a non-Senior Patrolman shall receive eighty-five percent (85%) of the rate of a Senior Patrolman; in the fourth year of employment a non-Senior Patrolman shall receive ninety percent (90%) of the rate of a Senior Patrolman; and in the fifth year of employment a non-Senior Patrolman shall receive ninety-five (95%) of the rate of a Senior Patrolman. In the discretion of the Township, prior service in other police departments may be credited for the purpose of establishing a newly hired patrol officer's starting wages and subsequent advancement toward "Senior Patrolman rate."

**3:21** PROBATION - All newly hired officers shall serve a one (1) year probation period. This one (1) year probation period shall not include time spent by such Officers at the Allegheny County Training Academy. Probationary Police Officers shall be covered by the Accident & Sickness Insurance Policy which covers non-probationary police officers. Furthermore, they shall be limited to utilizing no more than six (6) paid sick days during the one (1) year period of their probation. Any police Officer absent from work during the first year, for any reason, for a period of two consecutive work weeks or more will have his/her probationary period extended by an amount of time equal to the absence. Any employee in a probationary status may be terminated with or without cause.

**3:22** PART-TIME POLICE RESTRICTION - The Township shall not hire part-time police officers for the duration of this Agreement.

**3:30** LONGEVITY - At the beginning of the sixth year of service, a Police Officer shall be paid a longevity of increment of three quarters of a percent (0.0075%) of the Officer's base yearly wage (the Officer's current regular hourly wage multiplied by 2080 hours.) Such a longevity increment will increase annually by two tenths of a percent (0.002%) of the Officer's base yearly wage, until reaching the maximum longevity of service increment of three and 15 hundredths of a percent (0.0315%) of the Officer's Base Yearly wage.

**3:40** OFF-DUTY COURT - Officers who are required to attend criminal or civil hearings or trials, mental health hearings, conferences with the District Attorney's Office, juvenile intake hearings, coroner's proceedings, or departmental hearings during their off-duty hours and as a result of their on-duty employment, excluding Preliminary Hearings held at a District Court, shall be paid the greater of four (4) hours at time and one half (1-1/2) their hourly rate or the actual hours worked at the appropriate overtime rate. However, Officers who are required to attend, during their off-duty hours and as a result of their on-duty employment, any such proceedings or hearings that take place in the Township or in a community that is adjacent to, neighbors, borders, or abuts the Township by land or by water, shall be paid the greater of two (2) hours at time and one half (1-1/2) their hourly rate or the actual hours worked at the appropriate overtime rate.

Officers required to attend Preliminary Hearings at District Court shall continue to be paid the greater of two (2) hours at time and one-half (1-1/2) their hourly rate or the actual hours worked at the appropriate Overtime rate. When Officers engage in these required off-duty appearances they shall be reimbursed at the IRS standards for each mile traveled in their own vehicles plus any parking fees incurred as a result of such activities. An Officer's compensation and expenses shall be reduced by any witness and mileage fee received by the Officer from any other source except that an Officer may retain the court appearance fee up to \$7.10.

Officers scheduled for court appearances on a day they are scheduled to be off who are not the affiant, including in connection with a task force such as DANET, may be placed in unpaid "on call" status instead of going to court, at the sole discretion of the Chief of Police. If the Officer, however, is the subject of a Court-issued subpoena, the Command Staff shall continue to have the right to coordinate with the Court and/or District Attorney's office to have the Officer placed on "on-call" status.

Court time and other details shall not run concurrently, and officers scheduled for more than one court appearance in a day will receive only one minimum payment or payment for actual hours worked, whichever is greater.

**3:41 ON-DUTY COURT** - An Officer making a court appearance while on duty during a regularly scheduled shift, may use a department vehicle, if available, at the discretion of the Police Chief.

**3:42 EMERGENCY CALL OUTS** - In the event an Officer is called out for Emergency Duty, Including Prisoner Transports, the Officer shall be guaranteed a minimum of two (2) hours pay at the Officer's Overtime Rate (time and one-half) . If the Call Out exceeds two (2) hours, the Officer shall be compensated for the total number of hours worked at the Officer's Overtime Rate (time and one-half).

**3:50 USE OF PRIVATE AUTO** - When an Officer uses his personal vehicle on police business, he shall be reimbursed for mileage at the rate established by IRS standards then in effect.

**3:60 EDUCATION INCENTIVE** - The Township shall provide a tuition refund to Policemen who take courses or programs, provided that such courses or programs are directly related to the services rendered by the Policeman; and provided further that prior to enrolling for the course or program, the written approval of the Chief of Police and Township Manager are obtained.

The refund shall be limited to nine hours per term, and the refund shall be computed on the hourly cost; provided, nevertheless, the maximum hourly cost upon which the refund shall be paid shall not exceed \$75.00 per hour.

The refund shall be based upon the grade received by the Policeman, i.e.:

- Grade C - 25% of tuition refunded to Policeman
- Grade B - 40% of tuition refunded to Policeman
- Grade A - 50% of tuition refunded to Policeman

If it is a fail/pass course or program, 40% will be refunded to the Policeman, if passed. Satisfactory proof must be submitted to the Chief of Police of the grade received by the Policeman.

**3:70** Association Dues - The Township shall deduct Association dues each pay from every Association member and forward them to the Association. The rate of deduction will be determined by the Moon Township Police Officers' Association By-Laws and Constitution.

The Association shall indemnify and hold harmless the Township against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the Township for the purpose of complying with any provision of this clause.

#### **SECTION 4 CLOTHING AND EQUIPMENT**

**4:10** The Township will issue new Policemen with all necessary clothing and equipment when they enter Township service. All Policemen other than probationary Policemen will be entitled to an annual clothing and equipment allowance in the amount of eight-hundred dollars (\$800). This allowance includes non-prescription sunglasses and shall be allotted to each Officer's clothing and equipment allowance account at the first of each year.

**4:11** The Township will replace each officer's body armor at the expiration of the armor's warranty. The officers may select his/her body armor, provided that it meets the minimum ballistic requirements established by the Township. In the event that an officer has funds in a previously established account for the purchase of body armor, then the Township may use such funds toward the purchase of the officer's armor.

**4:12** If an Officer's uniform is irreparably damaged in the performance of his duties, the damaged item shall be replaced by the Township without charging or allocating the cost of replacement to the Officer's uniform allowance.

**4:13** Officers shall not be permitted to draw down their clothing allowance account below zero, unless agreed to in advance by the Township Manager. Any officer who draws his/her account below zero shall be responsible to promptly pay their negative balance through a payroll deduction if necessary.

**4:14** Police Officers may accumulate their clothing allowance to a maximum accumulation of three (3) years' allowance. This includes the current year's allowance and the two previous years.

**4:20** UNIFORM CLEANING ALLOWANCE - Each officer will be entitled to an annual uniform cleaning allowance of one hundred and seventy five dollars (\$175).

## **SECTION 5 LEAVE**

**5:10 COMPENSATORY TIME** - An Officer may elect to take compensatory time in lieu of payment for overtime worked, but only under the guidelines established by the Department. These guidelines will not be established so as to unreasonably deny the Officer the use of this form of leave. Approval of requests to use compensatory time shall be within the sole discretion of the Chief of Police. Requests to use compensatory time off may be denied where use of compensatory time off would unduly disrupt operations or constitute an unreasonable burden on the Township. The parties acknowledge that the use of compensatory time off would unduly disrupt operations and constitute an unreasonable burden on the Township if overtime or additional compensatory time off would result.

For Officers hired prior to July 24, 2015, payment for compensatory time shall be capped at a maximum of 480 hours. For Officers hired on or after July 24, 2015, payment for compensatory time shall be capped at 240 hours. Once an officer reaches the 480- or 240-hour threshold, as the case may be, the Officer may not earn any additional compensatory time until his or her balance falls below the applicable maximum.

**5:11** An Officer choosing compensatory time will receive time off equal to the overtime worked and requested as compensatory time; in the Officer will receive during the same pay period the overtime is worked, payment equivalent to one half (1/2) the time worked multiplied by the Officer's regular hourly rate. (example: 8 hours overtime worked and requested as compensatory time - the Officer receives eight hours of compensatory time and four hours of pay at his regular hourly wage). Compensatory time taken shall not count as actual time worked in determining if additional overtime is generated.

**5:12** Officers may use compensatory time in a single increment of two (2) hours or four (4) hours, at either the beginning or end of their shifts, but not both and provided that it does not cause overtime. Use of compensatory time off in such two (2) hour or four (4) hour increments is at the discretion of the shift supervisor. This use of compensatory time does not require three (3) days' notice for use but is subject to all other rules regulating use of compensatory time. Requests to use compensatory time at the start of the shift must be made ninety (90) minutes prior to the start of the shift.

**5:20 PERSONAL DAYS** - Each Officer with six (6) months of service will be granted four (4) personal days annually with pay. Officers may carry one unused Personal Day to the next calendar year for use during that year.

**5:30 FAMILY DEATH LEAVE** – In the event an Officer attends the funeral, the Township shall allow an Officer up to five (5) regularly scheduled working days with pay in the event of the death of an employee's spouse, child, or parent, and up to three (3) regularly scheduled working days with pay in the event of the death of a brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother or grandfather.

**5:40 SICK LEAVE** - An Officer who is otherwise eligible to receive short-term disability benefits must first exhaust paid sick leave before beginning to receive short-term disability benefits;

provided, however, that an Officer will be permitted to retain up to 120 hours of sick leave and still be eligible for short-term disability benefits.

**5:41** Sick days will accumulate at a rate of one and one quarter (1-1/4) per month for a total of fifteen (15) per year with a maximum accumulation of one hundred and twenty days (120); however all fifteen (15) will be available for use at the first of January.

An Officer hired prior to July 24, 2015 who would terminate his service with the Township during the course of any year would only be eligible to buy back sick days that had accrued to the point of termination. Officers hired on or after July 24, 2015 shall not be eligible to sell unused accumulated sick days back to the Township.

Any Officer who does not use any Sick Days in a calendar year will be given one (1) additional Personal Day for use in the following calendar year.

**5:42** For Officers hired prior to July 24, 2015, the Township shall buy back a maximum of fifteen (15) sick days per year per officer except at the termination of an Officer's services for retirement or death of the Officer when the entire total of accumulated sick days will be eligible for buy back. Officers hired on or after July 24, 2015 shall not be eligible to sell unused accumulated sick days back to the Township.

**5:43** The Township will buy back sick days annually at a rate of seventy-five dollars (\$75.00) per eight (8) hour sick day.

**5:44** Upon retirement, the Township shall buy back accumulated sick days as follows:

- a. For officers who retire within sixty (60) days of becoming eligible for retirement, accumulated sick days to a maximum of one hundred twenty (120) days shall be remunerated at full pay (i.e. 100% of the officer's hourly rate x 8 hours x total days accumulated not to exceed 120 days) provided the officer deposits the proceeds with the ICMA-RC (International City / County Management Association - Retirement Corporation) PEHP Plan or its equivalent, to be utilized for post-employment health benefits. Should the officer opt not to deposit the proceeds with ICMA-RC PEHP, sick days shall be remunerated at ninety (90%) percent of pay (i.e. 90% of the officer's hourly rate x 8 hours x total days accumulated not to exceed 120 days). An officer may sell back a portion of accumulated days at full pay provided that the proceeds of all days remunerated at full pay are deposited with ICMA-RC. The remaining sick days may be sold for cash at ninety (90%) percent as outlined in this section.
  
- b. For those officers who otherwise fail to retire within sixty (60) days of becoming eligible for retirement, accumulated sick days to a maximum of one hundred twenty (120) days shall be remunerated at the rate of eighty dollars (\$80.00) per eight (8) hour sick day or one hundred twenty (\$120.00) per twelve (12) hour sick day.

**5:45** Sick time in increments of less than eight (8) hours will not be available unless the employee becomes ill on duty.

**5:46** OFF-DUTY DISABILITY INSURANCE BENEFIT - Any Officer who is absent due to an off-duty disability and elects to receive any insurance benefits provided in this Agreement shall properly complete and sign all insurance forms as required by the Township and the carrier.

**5:47** CATASTROPHIC ILLNESS / INJURY SICK DAY BANK - The Township will maintain a sick day bank for catastrophic illnesses or injuries sustained by officers. The Township shall allocate to the bank two (2) days per officer per year to a maximum of one hundred and eighty (180) days. These days will be equally available to all Officers and may be utilized only when an Officer has exhausted his or her own sick leave and needs additional sick leave to recover from a catastrophic injury or illness. The Police Association must approve by two thirds (2/3) majority the donation and number of days to be provided to the qualifying Officer. Use of days from the Catastrophic Illness/ Injury Sick Day Bank is conditional on the approval of the Township Manager or his designee; however, this approval may not be arbitrarily denied without "good cause".

**5:50** PAID HOLIDAYS - The following days will be considered Holidays: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, the Friday immediately following Thanksgiving, Veteran's Day, and Christmas Day. Holidays not noted as being observed on a specific date will be observed on the date legally observed by the Commonwealth of Pennsylvania. For the holidays of Thanksgiving Day, Christmas Day and New Year's Day, the Township reserves the right to limit and / or deny leave requests for these holidays, and also for the day prior and after these holidays so that an adequate workforce is maintained.

**5:51** An Officer who works on a Holiday shall receive for each such Holiday worked, total compensation for such work at two and one-half (2-1/2) times his regular hourly rate. For the first eight (8) hours of the Holiday, the Officer shall receive one and one- half (1-1/2) his hourly rate for each hour worked which is to be paid in the pay period the Holiday was worked. The additional eight (8) hours straight time will be titled Holiday Pay and will be compensated as described in Section 5:54. All hours over the initial eight (8) will be compensated at two and one-half (2-1/2) the Officer's hourly rate and paid in the pay period the additional hours were worked.

**5:52** An Officer whose regularly scheduled day off shall fall on a Holiday shall receive eight (8) hours pay at his straight time rate for that Holiday treated as Holiday Pay as described in Section 5:54, or an additional paid day off, the option to be determined at the mutual consent of the Township and the Officer.

**5:53** If any Holiday shall fall within an Officer's vacation, the Officer's vacation allowance shall be charged for each scheduled workday used and he shall receive eight hours (8) pay for each vacation day charged in the pay period the vacation was taken. The Officer shall also receive eight (8) hours straight time for that Holiday at the time noted in Section 5:54.

**5:54** Holiday Pay shall be paid by the Township in one lump sum, between the last payday in November and the first payday in December, except for Holidays actually enjoyed as paid days off in lieu of Holiday Pay.

**5:60** VACATION - Police Officers shall be entitled to annual paid vacation based on the following schedule:

More than 1 year of service	10 working days
More than 6 years of service	15 working days
More than 8 years of service	16 working days
More than 9 years of service	17 working days
More than 10 years of service	18 working days
More than 11 years of service	19 working days
More than 12 years of service	20 working days
More than 14 years of service	21 working days
More than 16 years of service	22 working days
More than 18 years of service	23 working days
More than 20 years of service	24 working days
More than 23 years of service	25 working days

**5:61** The Chief of Police shall be given a minimum of three (3) days' notice for all vacation days in order to determine that the schedule will not be adversely affected by the taking of these vacation day or days.

**5:62** The anniversary date shall be used in determining the years of service for vacation purposes.

**5:63** Any Officer who is on a scheduled vacation and is asked to return to work, shall be paid his base rate and given additional time off to compensate for additional vacation.

**5:64** Officers must provide twenty-four (24) hours advance notice to cancel scheduled vacation, compensatory or personal time, subject to the approval of the Chief of Police or his designee.

## **SECTION 6 INSURANCE**

**6:10 FALSE ARREST INSURANCE** - The Township will provide false arrest insurance for each Police Officer.

**6:11** The Township shall provide the Police Association with a copy of the endorsement rather than providing each employee with a copy.

**6:20 LIFE INSURANCE** - Life Insurance coverage shall be one hundred thousand dollars (\$100,000). The Township shall have the option of changing the insurance carrier provided that the new carrier is reputable, and the terms and conditions of the coverage are not less favorable than those presently enjoyed and provided that all employees have continuous coverage and that there are no additional exclusionary clauses.

**6:21** On retirement, each Officer shall receive a fully paid Life Insurance Policy, or a policy paid for or funded by the Township in the principle sum of ten thousand dollars (\$10,000).

**6:30 SHORT-TERM DISABILITY** - The Township shall continue during the term of this Agreement short term sickness and accident disability income insurance which shall pay benefits of seventy percent (70%) of a Police Officer's base weekly salary for a period of twenty-six (26) weeks to a Police Officer who is disabled by reason of a non-- service-related sickness or accident.

**6:31 LONG-TERM DISABILITY** - The Township shall continue long-term disability income insurance which shall pay benefits of sixty-six and two thirds percent (66-2/3%) of a Police Officers base weekly salary to a Police Officer who becomes totally disabled by reason of a non-service-related sickness or accident, which benefits shall commence after twenty-six (26) weeks and continue to age sixty-five (65) or attainment of normal retirement age, whichever shall first occur. The Township shall make every reasonable effort to purchase a plan of long-term disability income insurance which requires no evidence of the insurability of any Police Officer.

**6:40 HOSPITALIZATION AND MEDICAL INSURANCE** - The Township will provide officers and their eligible dependents healthcare coverage under UPMC Consumer Adv Gold HAS PPO \$2000/\$4000 deductible. Officers shall continue to contribute the first twenty-five percent (25%) of the deductible and twenty-five percent (25%) of the annual increase in the cost of premiums for health insurance, vision care, and the dental plan above the July 31, 2016 rates. Each year beginning in June through July 31, the Moon Township Police Association can exercise the right to a Health Care Reopener which will be triggered by any projected premium increase of 10% or greater.

The Township shall have the right to change the existing health insurance coverage to a plan and/or carrier which is comparable to the coverage that is presently being provided. In applying the term "comparable" in this context, the Township shall consider costs, benefits, providers and facilities. 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 carrier 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 carrier, however, it may immediately process the dispute before a neutral arbitrator selected pursuant to the arbitration step of the grievance procedure. The decision of the arbitrator on this "comparable" issue, shall be issued within forty-five (45) calendar days of the Union's written notice contesting that the plan and/or carrier 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 carrier. This paragraph is not intended to trigger any obligatory discussions of officer contributions toward the cost of coverage.

Beginning August 1, 2016 and thereafter, Officers shall contribute twenty-five percent (25%) of the annual increase in the cost of premiums for health insurance, vision care and the dental plan above the July 31, 2016 rates.

If the Employer receives notice or information indicating that its health care plan costs will subject the plan to the Affordable Care Act's "Cadillac Tax" excise tax, the Employer will give the Union written notice of that fact and the parties will immediately meet to discuss changes in the plan design, plan and/or plan carrier in order to avoid the imposition of the tax. If no agreement is reached within fourteen (14) days of the Employer's written notice to the Union regarding this issue, then the parties will proceed to an expedited arbitration proceeding with an arbitrator selected pursuant to the terms of the Collective Bargaining Agreement's grievance and arbitration procedure. The sole purpose for that expedited arbitration proceeding will be for the arbitrator to modify the plan, plan design and/or plan carrier in order to eliminate the exposure to the Cadillac Tax. The decision of the arbitrator on this issue shall be issued within forty (40) calendar days of his or her appointment.

**6:41** In the event of the enactment of a federal or Pennsylvania Commonwealth health insurance plan with mandated provisions, clause 6:40 of this Agreement may be reopened to address those mandates. It is not the intention of the Township or the Police Association to lessen the existing health insurance plan provisions.

**6:44** POST EMPLOYMENT HEALTH CARE - The Township will continue to provide officers a Post-Employment Health Benefit Plan (PEHP) pursuant to Internal Revenue Code Section 501 (c) (9) and shall contribute seven hundred dollars (\$700.00) annually in each officer's ICMA/RC PEHP trust account through the term of this agreement.

**6:45** POST EMPLOYMENT HEALTH CARE - Any officer who elected to retire from the Department during the term of the Agreement covering the Period of January 1, 2006 through December 31, 2009 shall be eligible to receive from the Township a contribution toward reimbursement of up to \$400.00 per month toward the cost of post-retirement healthcare insurance coverage for the officer and his / her spouse. Eligibility for such contribution toward the cost of post- retirement healthcare insurance coverage shall begin on the date of retirement and shall expire ten (10) years thereafter. The Township's obligation to provide this contribution toward the cost of post-retirement healthcare shall terminate if the retiree is or becomes

employed or self-employed or has access to private medical insurance coverage or Medicare through his/her spouse if his/her spouse has private medical insurance or Medicare or any opportunity to obtain such coverage. By January 1 of each year, the retiree shall provide to the Township with written certification that neither the retiree nor his/her spouse have health insurance/coverage available as outlined above.

If the retiree of his/her spouse becomes employed/self-employed and health insurance is available from any source, the retiree must notify the Township in writing within seven (7) days.

This benefit expired at 11:59 p.m. on December 31, 2009.

**6:50** VISION CARE – The Township shall provide for each Officer and his dependents vision care benefits as described in Appendix "A".

**6:51** Prescription sunglasses shall also be included but will be replaced only when prescription change is necessary.

**6:60** DENTAL PLAN - The Township shall provide each Officer and his dependents with a "MASTER UCR 100 DENTAL PLAN" as described in Appendix "B".

## **SECTION 7 PENSION AND PENSION FUND**

**7:10** The monthly pension or retirement benefit for a Police Officer retiring after December 31, 1976, shall be computed at one half (1/2) the monthly average salary of such Police Officer during the last thirty-six months of his employment.

**7:11** The Township shall supply the Police Bargaining Unit Representative with a copy of the annual actuarial report of the Township's pension actuary within seven (7) days following the receipt by the Township.

**7:12** The Police Bargaining Unit may appoint two (2) representatives to attend the annual financial review of the Police Pension Fund by the Fund Trustee.

**7:13** The widow/ widower of a member who has retired on a pension and dies or who has met the age and years of service requirements to retire on a pension and dies, shall receive for the remainder of his or her life a survivor's benefit of 50% of the pension benefit that the member was receiving, or was eligible to receive, at the time of death. If no spouse survives such deceased member, or if such spouse survives then later dies, then the survivor benefit shall be paid to the child / children of such member until reaching 18 years of age or 23 years of age if attending college.

**7:14** Any member of the Police Force who, for any reason whatsoever, shall be ineligible to receive a pension after having contributed to the Police Pension Fund, shall be entitled to a refund of all such monies paid by him into such fund, plus all interest earned by such monies while in the Police Pension Fund as determined by the Township immediately upon discontinuance of his employment with the Police Force. If such discontinuance is due to death, such monies shall be paid to his designated beneficiary, or in the absence thereof, to his estate.

**7:15** Any Employee retiring after twenty-five (25) years of police service for the Township shall receive an additional five dollars (\$5.00) per month for each completed year of service in excess of twenty-five (25) years. Said additional monthly payment shall not exceed one hundred dollars (\$100.00).

**7:16** Effective January 1, 1992, and from year to year thereafter, contributions by Bargaining Unit Employees into the Police Pension Fund are suspended subject to an annual report to the actuarial soundness of the Pension Plan.

**7:17** In the event it is determined that contributions beyond those available to the Township from the State, as a result of the fact that the Township maintains a police department, are necessary to maintain the actuarial soundness of the Pension Plan, said contributions shall first be made by the Police Bargaining Unit Employees up to the maximum permitted by law before it shall become necessary for the Municipality to make contributions using local taxpayer dollars.

NOTE 1: In order to implement Section 7:16 in 1992, the Pension Plan should be reviewed to be certain that this action is actuarially sound and lawful.

NOTE 2: The sections 7:16 and 7:17 language above refers to the fact that the Township receives two (2) "units" of Act 205 Foreign Fire Casualty Premium tax monies for each Police Officer and one (1) such "unit" for each non-uniformed employee. The Township will not require any pension contribution by Police Officers in any year until it has first applied to the Police Pension Plan all Act 205 State monies received by the Township as a result of the "Police Units" (2 per Officer) attributed to the Township.

**7:18** Effective January 01, 2000, the Township agrees to reduce the Normal Retirement Age from fifty-five (55) years of age to fifty (50) years of age. This provision does not affect the service increment set forth in Section 7:15 of this Agreement.

**7:19** The pension plan shall be amended to reflect the repeal of the Act 600 killed-in-service benefit in compliance with Act 51 of 2009.

**7:20** DEFERRED RETIREMENT OPTION PLAN (DROP) - Effective July 1, 2011, a DROP Plan will be instituted in accordance with the following provisions. Officers eligible to participate in this Plan are those attaining the age of 52 who have completed 25 or more years of credited service during the term of this Award. **Participation in the DROP Plan is open to the above-eligible Officers through December 31, 2021.**

### **Section 1: Definitions**

**DROP** - The Deferred Retirement Option Plan created as an optional form of benefit under the existing Moon Township Police Pension Fund.

**Subsidiary DROP Participant Account** - A separate, interest bearing, subsidiary DROP participant account established to accumulate the DROP pension benefit for a DROP participant.

**Member** - A full-time Moon Township Police Officer covered by the Plan.

**Participant** - A Police Officer who is eligible for normal retirement pursuant to the pension plan and who has elected to participate in the DROP program.

**Effective Date of Participation** - The day following the effective date of the member's regular retirement.

**Plan** - The Moon Township Police Pension Plan as it applies to Moon Township Police Officers.

## **Section 2: DROP Provisions**

- (A) **Eligibility** - Effective July 1, 2011, members of the Moon Township Police Officers' bargaining unit that have not retired prior to the implementation of the DROP program, may enter into the DROP on the first day of any month following the attainment of age 52 and the completion of 25 or more years of credited service with the Moon Township Police Department.
- (B) **Election Period** - Any officer who is eligible to enter the DROP must enroll in the program no more than sixty (60) calendar days from the day that they became eligible to enter the DROP. Any officer who fails to enter the DROP within this sixty (60) day Election Period shall be considered ineligible to enter the DROP.
- (C) **Written Election** - An eligible Member of the Plan electing to participate in the DROP program must complete and execute a "DROP" Election Form: prepared by Moon Township, which shall evidence the Member's participation in the DROP program, and document the Participant's rights and obligations under the DROP. The form must be signed and notarized by the Member and be submitted to the Township within 30 days of the date on which the member wishes the DROP election to be effective. The DROP Election Form shall include an irrevocable notice to the Township that the Member shall terminate from employment with the Moon Township Police Department effective on a specific date ("resignation date") no later than thirty-six (36) months from the effective date of the DROP election. An Officer shall cease work as a Moon Township Police Officer on the Officer's resignation date, unless the Employer terminates or honorably discharges the Officer prior to the resignation date. In addition, all retirement documents required by the Police Pension Plan Administrator must be filed and presented to the Township for approval of retirement and commencement of the monthly pension benefits. Once the retirement application has been approved by the Police Pension Administrator, it shall become irrevocable.

After a member enters the DROP program, contributions to the pension plan by the Participant and the Township on behalf of the participant will cease, and the amount of the monthly benefits will be frozen except for any applicable cost-of- living adjustment (COLA) increase awarded to all pension recipients.

Members shall be advised to consult a Tax Advisor, of their choice, prior to considering the DROP program, as there may be serious tax implications and/or consequences to participating in the DROP program.

- (D) **Limitations on Pension Accrual** - After the effective date of the DROP election, the Participant shall no longer earn or accrue additional years of continuous service for pension purposes.
- (E) **Benefit Calculations** - For all Plan purposes, continuous service of a Member participating in the DROP program shall remain as it existed on the effective date of commencement of participation in the DROP program. Service thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Plan. The average monthly compensation of the member for pension calculation purposes shall remain as it existed on the effective date of commencement of participation in the DROP program.
- (F) **Payments to DROP Account** - The monthly retirement benefits that would have been payable had the member elected to cease employment and receive a normal retirement benefit shall, upon the Member commencing participation in the DROP program, be credited on the first day of each month into a separate subsidiary DROP participant ledger account established to track and accumulate the Participant's monthly pension benefits. This account shall be designated the Subsidiary DROP Participant Account. The account shall be managed by the Township pursuant to the same fiduciary obligations and principles applicable to management of the municipal pension plans.
- (G) **Early Termination** - A Participant may change the DROP termination date to an earlier date and thereby effectuate a complete termination from service. No penalty shall be imposed for early termination of DROP participation. Participation in the DROP does not guarantee the DROP participant's employment during the period specified for DROP participation. It is recognized that the Participant shall not be permitted to make any withdrawals from the DROP Account until DROP participation has ended.
- (H) **Payout** - Upon the termination date set forth in the Drop Election Form or on such date as the Participants withdraws or is terminated from the DROP program, if earlier, the terminating DROP participant, or if deceased, the participant's survivor or named beneficiary, shall elect a method of receiving payment of the DROP benefits. Distribution, regardless of the method specified, shall be made within forty-five (45) days following the actual termination of a Participant's employment with the Moon Township Police Department. The following options for distribution shall be available to and selected on the approved form by the Participant, Participant's survivor or beneficiary:
- (1) the accumulated balance in the Subsidiary DROP Participant Account shall be paid to the Participant (or the Participant's survivor or named beneficiary) in a single lump-sum payment less withholding taxes; or (2) as a direct rollover to an eligible retirement plan as defined in section 402(c) (8) (b) of the Internal Revenue Code of 1986; or, in the case of an eligible retirement plan that is an individual retirement annuity as described in section 402 (c) (9) of the Internal Revenue Code of 1986. If the Participant, Participant's survivor or beneficiary fails to elect a method of payment within sixty (60) days after the Participant's termination date, the Township shall pay the balance as a lump sum.

If the participant selects a rollover option, he or she must submit all appropriate paperwork from the IRA custodian within the required election period.

Following termination of DROP participation, the subsequently paid normal retirement benefits payable to the Participant, Participant's survivor or the Participant's beneficiary shall no longer be credited to the DROP Account but shall be distributed monthly pursuant to normal retirement plan rules.

- (I) **Disability During DROP** - If a Participant becomes eligible for a disability pension benefit and terminates employment, the monthly normal retirement benefit to the DROP Participant shall terminate.
- (J) **Death** - If a Participant dies before the DROP Account balance is paid, the Participant's surviving spouse or beneficiary shall have the same rights as the Participant to withdraw the DROP Account balance. The monthly benefit credited to the Participant's DROP Account during a month of the Participant's death shall be the final monthly benefit for DROP participation. In addition, the DROP Participant's survivor shall be eligible to receive the retirement system death benefits normally payable in the event of the death of retired employee.
- (K) **Eligibility for Other Benefits** - In accordance with the provisions of the Act No. 44 of 2009, 53 P.S. §895.1101 - 895.1131, a DROP participant shall be eligible for all pre-retirement benefits for employees provided by law, including but not limited to the Workers' Compensation Act, Public Safety Officers' Benefit Act of 1976, etc.
- (L) **Amendment** - Any amendments to the DROP Ordinance shall be consistent with the provisions covering deferred retirement option plans set forth in any applicable collective bargaining agreement or state or federal law, and shall be binding upon all future Participants and upon all Participants who have balance in their DROP Accounts.

### **Section 3: Effective Date**

The Effective Date of the DROP program will be July 1, 2011.

### **Section 4: Severability**

The provisions of this Ordinance shall be severable, and if any of its provisions shall be held to be unconstitutional or illegal, the validity of any of the remaining provision of this Ordinance shall not be affected thereby.

## **Section 5: State Laws**

This Ordinance has been drafted to comply with the terms and provisions of Act No. 44 of 2009, 53 P.S. §895.1101 - 895.1131. If the event that any such terms are deemed to conflict with the mandate of Act 44, as it shall be amended from time to time, this Ordinance shall be amended in order to meet the mandatory compliance so long as the individual legal rights of members and DROP participants are not adversely affected.

## **Section 6: Release of Liability and Waiver of Claims**

Individuals entering the DROP agree to execute a written release of Moon Township and the Moon Township Police Association from liability and hereby waive any and all potential claims against the Township and the Police Association associated with the DROP benefit. It is expressly understood that the Township is not guaranteeing a specific interest rate during DROP participation. Subject to the provisions of the Act and unless otherwise specifically required by other applicable laws, no past, present or future officer or agent of the Employer, Plan Administrator or Police Association shall be personally liable to any Participant, Beneficiary or other person under any provision of the DROP. The parties to this Agreement intend to provide for a DROP which is entirely compliant with applicable law. To the extent there is any conflict between the provisions of this Agreement and the provisions of the law, said law shall govern. In the event that any courts in Pennsylvania with jurisdiction over the matter, the Pennsylvania Auditor General, or other administrative authority having jurisdiction issues a finding, ruling, regulation, decision or order concerning DROPs in Pennsylvania which is or are in any way contrary to the provisions contained herein, those provisions shall be amended to comply with such finding, ruling, regulation, decision or order.

## **Section 7: Other**

- A. Upon entering the DROP all accrued clothing and equipment allowance funds in an Officer's account shall revert to the Township. A Quartermaster system will be administered by the Chief of Police for the issuance of uniforms and equipment to officers on the DROP.
- B. Officers on the DROP are not eligible for the Long-Term Disability benefit.
- C. Time spent on Short Term Disability will not extend the DROP term.
- D. Upon entering the DROP the participant must sell back all accrued sick time to the Township with the exception of up to twenty (20) sick days which the participant may elect to carry over into the DROP period. Accrued sick time will be bought back by the Township as enumerated in Section 5:44 (a). The DROP participant will not accrue any additional sick time while enrolled in the DROP. However, should the participant exhaust their allotment of sick days they can convert any unused vacation days into sick days should they become ill or injured and provide documentation from a physician certifying that they are unable to work due to a medical condition. Otherwise a DROP participant is eligible for the Short-Term Disability benefit.

## **SECTION 8 RESIDENCY**

**8:10** The Township will permit its Police Officers to reside up to fifteen (15) air miles from the office of the Police Chief in the Public Safety Building.

**8:20** RESIDENCY/COMMUNITY SERVICE INCENTIVE - Moon Township Police Officers who contribute to public service projects to the community will be recognized for their efforts and will receive a one-time bonus stipend per project from the Board of Supervisors. Such public service fosters a positive working relationship between the Police Department and the community in which they serve. The type of community service that the Board will consider includes active leadership roles in community youth athletic programs, community projects that benefit residents or the environment, or any special program meritorious to the Township. This monetary stipend shall be initially established at three hundred and seventy-five dollars (\$375.00). In addition, those Police Officers who qualify will be recognized at a public meeting of the Board of Supervisors and will receive a check and plaque from the Chief of Police and Board of Supervisors to recognize their community service. The purpose of this incentive plan is to enhance the image of the Police in the Township and to encourage our Police to consider residency and involvement in Moon Township.

## **SECTION 9 GRIEVANCE PROCEDURE**

**9:10** Grievances are limited to matters involving an alleged violation or misapplication of this Agreement. Grievances may also be filed for disciplinary actions from a written warning to more serious actions. Additionally, the parties to this Agreement may litigate through the grievance procedure any issues that arise under the Heart and Lung Act.

**9:11** Verbal warnings will not be grievable.

**9:20** STEP 1 - The Officer, either alone or accompanied by a representative of the Bargaining Unit, or the Bargaining Unit itself, shall present the grievance in writing to the Chief of Police or his designee within ten (10) days of its alleged occurrence or within ten (10) days of the date its alleged occurrence should have been known. The ten (10) day limitation period may only be extended on a case by case basis by a written extension agreement between the Association and the Township. The Chief shall report his decision in writing to the Officer and the Bargaining Unit representative within five (5) days of its presentation.

NOTE - For the purpose of deciding disciplinary grievances previously taken by or approved by the Chief of Police, this step shall not be reviewed again by the Police Chief, and the Officer or Bargaining Unit will proceed directly with Step 2 immediately.

STEP 2 - In the event the grievance is not settled at Step 1, an appeal must be presented in writing by the Member or Bargaining Unit representative to the Township Manager or his designee within five (5) working days after the response at Step 1 is due. The Manager of the Township or his designated representative shall respond in writing to the Member and the Bargaining Unit representative within five (5) working days after receipt of the appeal.

STEP 3 - As of January 1, 1995 the Board of Supervisors will no longer be included as a step in the Grievance Procedure. In the event the grievance has not been satisfactorily resolved in Step 2, the Bargaining Unit representative may initiate an appeal by serving upon the Township Manager or his designee a notice in writing of its intent to proceed to arbitration within five (5) working days after receipt of the Step 2 decision is due. The Union must approve grievances before they proceed to arbitration.

The Arbitrator is to be selected by the parties jointly within seven (7) days after notice has been given. If the Parties fail to agree on an Arbitrator, either Party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) possible Arbitrators.

The Parties shall meet within seven (7) working days of the receipt of said list for the purpose of selecting the Arbitrator by alternately striking one name from the list, until only one name remains. The parties shall alternate the first strike from grievance arbitration to grievance arbitration.

The Arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement. The Arbitrator shall confine himself to the precise issues submitted for arbitration. The Arbitrator has no authority to determine issues not submitted to him.

The decision of the Arbitrator shall be binding and final on both Parties. The Arbitrator shall be requested to issue his decision within thirty (30) days after the hearing or submission of post hearing briefs.

**9:21** For the purposes of the above Grievance Procedure, all days above shall be considered normal office working days, i.e. Monday - Friday (holidays excluded).

**9:22** All of the time limits contained in this article may be extended in writing by mutual agreement.

**9:23** It is recognized that in Steps 1 and 2, the disciplinary matters would not be formalized hearings. Neither the Township nor the Grievant or Association representative would utilize legal counsel to present their cases. All decisions, however, would be in writing.

**9:24** All fees and expenses of the Arbitrator shall be divided equally between the Parties. Each Party shall bear the cost of preparing and presenting its own case.

**9:25** The Bargaining Unit must receive notice of any grievance filed and must have an opportunity to appear with the Grievant at all steps of the procedure.

**9:30** The Township and Police Bargaining Unit understand that for the purposes of disciplinary grievances, the definition of "just cause" shall be the appropriate standard for disciplining a Police Officer as applied through that well-established Pennsylvania case law detailing the duties and responsibilities of a Police Officer to do his job, to the public, to his department, and to his fellow Officers. It is agreed that Moon Township should hold its Police Officers to a standard of conduct no higher than the standard of conduct identified in Pennsylvania case law, particularly that case law interpreting civil service statutes and requirements which has been

applied to other Pennsylvania communities. Further, it is agreed that the standard of conduct to be applied to Township Police Officers be not less than the traditional standard of conduct determined by the same body of case law to be applied to its Police Officers.

## **SECTION 10 OFFICER'S BILL OF RIGHTS**

**10:10** When an anonymous complaint is made against a Police Officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.

**10:11** A Police Officer, whether a subject or witness, must be informed of the nature of the interrogation at the outset of the interrogation.

**10:12** If the interrogated Police Officer writes a statement, a transcript is taken, or mechanical record made, one copy of the same must be given to the interrogated Police Officer, without cost, upon request.

**10:13** If any Police Officer under interrogation is under arrest, he shall be completely informed of all his rights prior to the commencement of the interrogation.

**10:14** At the request of any Police Officer under investigation for possible disciplinary action, and who is undergoing or about to undergo questioning concerning the matter, he shall have the right to be represented by a Township Police Association representative who shall be present at all times during the interrogation. The interrogation shall be suspended for a reasonable time until representation can be obtained.

**10:15** No Officer shall be disciplined without just cause which shall be provided to the Police Officer and President or an Officer of the Bargaining Unit.

**10:16** Discipline reports shall be removed from an officer's file in the following time frames provided the same conduct is not committed during this time:

Verbal warning/counseling/remediation order:

One (1) year from the date of discipline.

Written reprimand: Two (2) years from the date of discipline.

Suspension: Five (5) years from the date of discipline.

Reduction in rank: Ten (10) years from the date of discipline.

## **SECTION 11 TERM AND SCOPE OF AGREEMENT**

**11:10** This Agreement shall become effective 12:00 a.m. on January 1, 2018 and remain in full force and effect until 11:59 p.m. on December 31, 2021.

**11:20** PAST PRACTICE AS IS CLAUSE - All existing working conditions, understandings, benefits, and past practices previously enjoyed by members of the bargaining unit and not modified specifically by this Agreement shall remain "AS IS".

**11:30** SEVERABILITY CLAUSE - The parties hereto agree that in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the right to so hold, the remainder of this Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portions of this Agreement.

### **SECTION 12 WITNESS OF AGREEMENT**

**12:10** In witness whereof, the Parties hereto have duly executed this Agreement on this

29<sup>th</sup> day of April, 2019. 2020

ATTEST:

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MOON TOWNSHIP

By: Dawn Blum

Chairman of the Moon Township  
Board of Supervisors

By: Dawn Lane  
Moon Township Manager

WITNESS:

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MOON TOWNSHIP POLICE OFFICERS

D. McCall  
R. Dunn

M. Bead

Collective Bargaining Representatives  
for the Moon Township Police

## **APPENDIX A**

**Each year during open enrollment, the  
Township shall provide the Police Association  
Members with that year's Vision Plan information**



*Clearly Managed. Clearly Focused.*

**MEIT BASIC PLAN**  
Plus Sunglasses

VBA#4002  
**ZERO COPAYMENT PROGRAM**

**FREQUENCY OF SERVICE:**

**DEPENDENT AGE: 26**

	<b>Employee</b>	<b>Spouse</b>	<b>Children ( to age 19 )</b>
Vision Exam	24 Months	24 Months	12 Months
Lenses	24 Months	24 Months	12 Months
Frames	24 Months	24 Months	24 Months

**BENEFITS: EMPLOYEE CAN SELECT EITHER:**

15,000  
Nationwide

	<b>VBA Participating Provider</b>	<b>Non-Participating Provider</b>
	<b>Amount Covered</b>	<b>Amount Reimbursed</b>
Vision Exam ( For Glasses )	100%	\$30.00
Clear Standard Lenses ( Pair ):		
Single Vision	100%	\$30.00
Bifocal	100%	\$40.00
Blended Bifocal	100%	\$40.00
Trifocal	100%	\$60.00
Progressives***	Controlled Cost	\$60.00
Lenticular	100%	\$80.00
Polycarbonate***	100%	N/A
Scratch Coat-1 Yr	100%	N/A
Frame**	100%	\$40.00
- OR -		
Contacts ( in lieu of all eyeglass benefits listed above )		
Selected in Lieu of Glasses****	\$100.00	\$100.00
Medically Required	UCR*	\$250.00

\* Usual, Customary and Reasonable as determined by VBA

\*\* Within the program's \$50 wholesale allowance ( approximately \$125 to \$150 retail )

\*\*\* Available In-Network at no charge for children under age 19

\*\*\*\* Progressive Lenses typically retail from \$150 to \$400, depending on lens options. VBAs controlled costs generally range from \$45 to \$175.

\*\*\*\*\* The contact allowance is applied to all services/materials associated with contact lenses. This includes, but not limited to, contact exam, fitting, dispensing, cost of lenses, etc. No guarantee the contact allowance will cover entire contact cost (materials/services).

**SUNGLASSES:** Member only is entitled to one pair of sunglasses (in addition to dress glasses) during a 24 month period.

All participating provider locations are available on-line at [www.visionbenefits.com](http://www.visionbenefits.com), Customer Service: 1-800-432-4966



*Clearly Managed. Clearly Focused.*

## LIMITATIONS

Vision Benefits of America is designed to cover visual needs rather than cosmetic materials, and consequently includes some limitations in order to control costs. The following options or services will generally result in additional charges to the patient or are not covered under the plan.

### ADDITIONAL CHARGES

A patient selecting any of the following items will be responsible for the additional charges, all of which are monitored and controlled by VBA.

- Tinted Lenses (only available for Sunglass benefit)
- Photochromic (only available for Sunglass benefit)
- Polycarbonate (covered under age 19)
- Hi-Index Lenses
- Progressive (Available starting at \$45)
- The coating of the lens or lenses (Except 1-Yr Scratch Protection)
- A frame that costs more than the plan allowance
- Rimless Frames
- Anti-Reflective/Backside UV/Optifog

Additionally, costs for contact lenses/services in excess of the plan's scheduled reimbursement allowances are the responsibility of the patient.

### NOT COVERED

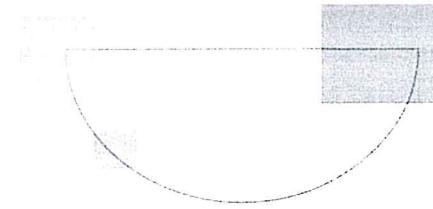
The contract gives VBA the right to waive any of the plan limitations if, in the opinion of our optometric consultants, it is necessary for the patient's welfare. VBA provides no benefit for professional services or materials connected with the following:

- Orthoptics or vision training
- Non-prescription lenses
- Two pair of glasses in lieu of bifocals
- Medical or surgical treatment of the eyes
- Any eye examination, or corrective eyewear, required by an employer as a condition of employment
- Services or materials provided as a result of any Worker's Compensation Law or similar legislation
- Glasses and contacts during the same eligibility period

Lenses and frames furnished under this program which are lost or broken will not be replaced except at the normal intervals when services are otherwise available.

## **APPENDIX B**

**Each year during open enrollment, the  
Township shall provide the Police Association  
Members with that year's Dental Plan information**



### Dental Benefits Summary for Municipal Benefits Services

Group Number 902962-xxx High Option		Network: Concordia Advantage	
Benefit Category <sup>1</sup>	CONCORDIA FLEX PLAN		
	In-Network <sup>2</sup>	Non-Network <sup>2</sup>	
<b>Class I - Diagnostic/Preventive Services</b>			
Exams			
Bitewing X-rays			
All Other X-rays			
Cleanings & Fluoride Treatments	100%	100%	
Sealants			
Palliative Treatment			
<b>Class II - Basic Services</b>			
Basic Restorative (Fillings)			
Simple Extractions			
Space Maintainers			
Repairs of Crowns, Inlays, Onlays			
Endodontics	100%	100%	
Nonsurgical Periodontics			
Surgical Periodontics			
Complex Oral Surgery			
General Anesthesia			
Inlays, Onlays, Crowns			
<b>Class III - Major Services</b>			
Repairs of Bridges & Dentures	50%	50%	
Prosthetics (Bridges, Dentures)			
<b>Orthodontics for dependent children to age 19</b>			
Diagnostic, Active, Retention Treatment	50%	50%	
<b>Included Plan Features</b>			
Pregnancy Benefit	<ul style="list-style-type: none"> <li>• Covers 1 additional cleaning during pregnancy</li> <li>• Covers 1 additional periodontal maintenance</li> <li>• Scaling and root planing</li> <li>• 4 periodontal surgery procedures</li> </ul>		
Smile for Health®-Wellness <sup>3</sup> <i>Provides periodontal care for people with certain chronic medical conditions: diabetes, heart disease, lupus, oral cancer, organ transplant, rheumatoid arthritis and stroke</i>	<ul style="list-style-type: none"> <li>• Covers 1 additional periodontal maintenance per year and all are covered at 100%</li> <li>• Scaling and root planing are covered at 100%</li> <li>• 4 periodontal surgery procedures are covered at 100%</li> </ul>		
<b>Maximums &amp; Deductibles (applies to the combination of services received from network and nonnetwork dentists)</b>			
Annual Program Deductible (per person/per family)		None	
Annual Program Maximum (per person)		None	
Lifetime Orthodontic Maximum (per person)		\$800	

*Representative listing of covered services – certificate of coverage provides a detailed description of benefits.*

1. Unmarried dependent children covered to age 26.
2. Reimbursement is based on our schedule of maximum allowable charges (MACs). Network dentists agree to accept our allowances as payment in full for covered services. Non-network dentists may bill the member for any difference between our allowance and their fee (also known as balance billing). United Concordia Dental's standard exclusions and limitations apply.
3. Members (subscribers or covered dependents) with certain medical conditions must sign up for this program through My Dental Benefits on [UnitedConcordia.com](http://UnitedConcordia.com).

**ATTACHMENT 1 TO TWELVE HOUR SHIFT**

**ADDENDUM**

**12 HOUR SHIFT - FOUR WEEK ROTATING SCHEDULE**

WEEK 1	A 0700-1900	B 0700-1900	B 0700-1900	A 0700-1900	A 0700-1900	A 0700-1900
	C 1900-0700	D 1900-0700	D 1900-0700	C 1900-0700	C 1900-0700	C 1900-0700
WEEK 2	B 0700-1900	B 0700-1900	A 0700-1900	B 0700-1900	B 0700-1900	B 0700-1900
	D 1900-0700	D 1900-0700	C 1900-0700	D 1900-0700	D 1900-0700	D 1900-0700
WEEK 3	C 0700-1900	C 0700-1900	D 0700-1900	C 0700-1900	C 0700-1900	C 0700-1900
	A 1900-0700	A 1900-0700	B 1900-0700	A 1900-0700	A 1900-0700	A 1900-0700
WEEK 4	D 0700-1900	D 0700-1900	C 0700-1900	D 0700-1900	D 0700-1900	D 0700-1900
	B 1900-0700	B 1900-0700	A 1900-0700	B 1900-0700	B 1900-0700	B 1900-0700

**ATTACHMENT 2 TO TWELVE HOUR SHIFT ADDENDUM**

## CALL OUT MASTERS 6 HOUR INCREMENTS

	Shift	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week	7A-1P	D-C	B-D	A-D	A-C	B-C	B-D	B-D
	1P-7P	D-B	B-D	C-A	C-A	D-B	D-B	D-B
Week	7A-1P	B-D	D-B	C-B	C-B	D-B	D-B	D-A
	1P-7P	B-D	D-A	B-C	B-D	A-D	A-C	D-A
Week	7A-1P	A-D	A-C	B-C	B-D	A-D	A-C	C-A
	1P-7P	A-C	A-C	B-D	B-D	A-C	A-C	C-A
Week	7A-1P	C-A	C-A	D-B	D-B	C-A	C-A	A-C
	1P-7P	C-A	C-B	D-B	D-A	C-A	C-A	A-C
Week	7A-1P	B-A	D-B	C-B	C-A	D-A	D-B	D-B
	1P-7P	B-D	D-B	C-A	C-A	D-B	D-B	D-B
Week	7A-1P	D-B	B-D	A-C	A-C	B-D	B-D	B-D
	1P-7P	D-B	B-C	A-C	A-D	B-D	B-D	B-D
Week	7A-1P	C-B	C-A	D-A	D-B	C-B	C-A	A-C
	1P-7P	C-A	C-A	D-B	D-B	C-A	C-A	A-C
Week	7A-1P	A-C	A-C	B-D	B-D	A-C	A-C	C-A
	1P-7P	A-C	A-D	B-D	B-C	A-C	A-C	C-D

### CALL OUT INSTRUCTIONS

1. FIND THE WEEK AND DAY OF OT TO BE FILLED. OT WILL BE FILLED IN 6 HR BLOCKS. AN OFFICER MAY ACCEPT BOTH 6 HR. BLOCKS OF SHIFT IF THE ROTATION REACHES HIM.
2. NO OFFICER MAY BE ORDERED OUT OR ACCEPT OT IF IT RESULTS IN WORKING 18 SCHEDULED HOURS
3. GO THROUGH THE OT ROTATION FOR THE FIRST CREW LISTED IN THAT BLOCK AND IF NOT FILLED THEN THE SECOND CREW LISTED.
4. IF STILL NOT FILLED, THEN YOU WILL ORDER AN OFFICER OUT ACCORDING TO ROTATION AND FROM THE FIRST CREW LISTED.

**Twelve (12) Hour Work Shift Addendum**  
**to the Agreement between**  
**the Township of Moon and the Moon Township Police Officers**

Addendum Agreement between the Township of Moon and the Moon Township Police Officers' Association in regarding the implementation of the twelve (12) hour shift patrol schedule. The parties agree to the following addendums to the current working agreement for the purpose of implementing the twelve (12) hour work schedule. These addendums will become effective January 10, 2000 and will remain in effect only as long as the twelve (12) hour shift is utilized by the Moon Township Police patrol unit. These addendums will be null and void if and when that shift would be abandoned. These addendums are not intended to add to or subtract from the current benefits and conditions outlined by the current Agreement entered into by both parties but to modify the specifically listed clauses so as to allow for the implementation of the twelve (12) hour shift. Any clause not specifically modified and listed in this Addendum Agreement will remain in effect as delineated in the original Agreement. For the purpose of identification, the clauses pertaining to the implementation of the twelve (12) hour shift will be identified with the original clause number followed by: 12. These clauses affect only the patrol unit police Officers who will work the proposed twelve (12) hour shift schedule. Any police Officer remaining on an eight (8) hour shift schedule will be governed by the contract as it is prior to these addendum clauses.

**2:10:12** Twelve (12) hours shall constitute a normal day's work and eighty (80) hours a normal two (2) week's work. Except as set forth in the paragraph below, all work in any one day above twelve (12) hours shall be paid for at a rate of time and one half (1-1/2) and any work performed during non-scheduled hours shall be paid for at a rate of time and one half (1-1/2). Since patrol Officers work an eighty-four (84) hour schedule, patrol Officers shall continue to be paid four (4) hours scheduled overtime every pay period. A patrol Officer shall not be paid all three, daily, weekly or scheduled overtime, for the same hours worked.

Vacation days and personal days shall count as actual time worked in determining if overtime is generated; provided, however, that sick days and compensatory time shall not count as actual time worked in determining if overtime is generated. For example, if an Officer works a twelve (12) hour work schedule which would otherwise total more than 80 hours of pay in a two (2) week pay period, any sick day or compensatory time off used during that period would not count as hours worked in calculating overtime. Therefore, any other provision of this Agreement notwithstanding, pay for hours beyond 80 hours in that pay period would instead be calculated as straight time and not overtime until the Officer actually works more than eighty (80 hours in that pay period).

As has been accepted practice, the Chief of Police shall retain the discretion to offer a patrol Officer leave in lieu of overtime, when the Officer is engaged in Officer Requested Training, Voluntary Periodic Team Training (i.e. C.I.R.T. etc.), and Instructor/Specialist Training

and Re-Certifications. Agreements between the Chief of Police and patrol Officers may be also made to address situations not covered above (i.e. D.A.R.E., Mock Crash, etc.)

A day is a continuous twenty-four (24) hour period beginning at the regular starting time of a Policeman's shift of either 0700 hours or 0730 hours. A two (2) work week period is a fourteen (14) consecutive day period beginning at either 0700 hours or 0730 hours (according to the Officer's scheduled shift) on the first Monday of the pay period and ending two Mondays later at either 0700 hours or 0730 hours respectively.

The scheduled shifts shall be as outlined in the attached schedule (Attachment 1 to this Addendum) except that a portion of each crew will start and end their shift one half (1/2) hour later as shown on the schedule to assure that there is police available during all hours.

**2:20:12** Overtime shall be determined by seniority and crew rotation as outlined in the attached schedule entitled "Call Out Master Sheet" (Attachment 2 to this Addendum). All crews will be offered the overtime based upon the seniority of the members of the crew with the most senior man first being offered, and the next most senior man in the crew being offered. Any Officer who refuses overtime will not be again offered overtime until the overtime has been offered to all other members of the crew. The rotation will continue as above. The shift commander will keep a list available to his crew to assure compliance with the above provisions. The Chief of Police or his designee shall be responsible for seeing that all crews are adequately staffed and shall have the authority to direct any available Officer to work overtime if he deems it necessary.

**5:12:12** SPECIAL COURT COMPENSATORY TIME PROVISION: In the event a Police Officer works a schedule 7:00 p.m. or 7:30 p.m. to 7:00 a.m. or 7:30 a.m. shift and the Officer is scheduled to return to work that same shift later in the day that he finished the prior shift, and within two (2) hours of the end of the first shift the Officer must attend court: the following compensatory time guidelines will be followed:

If the Officer attends court for four (4) to five (5) hours the Officer will have the option of converting those hours to compensatory time and using six (6) of those hours to take off the first half of the schedule work shift which is to start that same day.

If the Officer attends court for anything greater than five (5) hours the Officer shall convert those hours to compensatory time and use six (6) of those hours to take off the first half of the schedule work shift which is to start that same day.

**5:20:12** PERSONAL DAYS: Each Officer with six (6) months of service will annually be granted three (3) 12-hour personal days of leave with pay. Up to one (1) unused personal day may be carried over to the next calendar year for use during that year.

**5:30:12** FAMILY DEATH LEAVE: In the event the officer attends the funeral, The Township shall allow an Officer up to three (3) 12 hour regularly scheduled working days leave with pay in the event of the death of the Officer's spouse, child, parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother or grandfather provided the Officer attends the funeral.

**5:41:12** Sick days will accumulate at a rate of one (1) twelve (12) hour day per month until a total of ten (10) twelve (12) hour days per year is reached and will accumulate to a maximum of eighty (80) twelve (12) hour days; however, all ten (10) will be available for use at the first of January.

An Officer hired prior to July 24, 2015 who would terminate his service with the Township during the course of any year would only be eligible to buy back sick days that had accrued to the point of termination. Officers hired on or after July 24, 2015 shall not be eligible to sell unused accumulated sick days back to the Township.

Any Officer who does not use any Sick Days in a calendar year will be given one (1) additional Personal Day for use in the following calendar year.

Sick time in increments of less than twelve (12) hours will not be available unless the Officer becomes ill on duty.

**5:42:12** For Officers hired prior to July 24, 2015, the Township shall buy back a maximum of ten (10) 12-hour sick days per year per Officer except at the termination of an Officer's services for retirement or death of the Officer when the entire total of accumulated sick days will be eligible for buy back. Officers hired on or after July 24, 2015 shall not be eligible to sell unused accumulated sick days back to the Township.

**5:43:12** The Township will buy back sick days at a rate of one hundred twelve dollars and fifty cents (\$112.50) for twelve (12) hour shifts.

### Holidays for the Twelve-Hour Shift

**5:50:12** PAID HOLIDAYS: The following days will be considered Holidays for Officers working the twelve (12) hour shift schedule: New Year's Day, Good Friday, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, Veteran's Day, and Christmas Day. Holidays not noted as being observed on a specific date will be observed on the date legally observed by the Commonwealth of Pennsylvania. **(Total of 8)**

**5:51:12** An Officer who works on a Holiday shall receive for each such Holiday worked, total compensation for such work at two and one-half (2-1/2) times his regular hourly rate. For the first twelve (12) hours of the Holiday, the Officer shall receive one and one-half (1-1/2) his hourly rate for each hour worked which is to be paid in the pay period the Holiday was worked. The additional twelve (12) hours straight time will be titled Holiday Pay and will be compensated as described in Section 5:54:12. All hours over the initial twelve (12) will be compensated at two and one-half (2-1/2) the Officers hourly rate and paid in the pay period the additional hours were worked.

**5:52:12** An Officer whose regularly scheduled day off shall fall on a Holiday shall receive twelve (12) hours pay at his straight time rate for that Holiday treated as Holiday Pay as described in Section 5:54:12, or an additional paid day off, the option to be determined at the mutual consent of the Township and the Officer.

**5:53:12** If any Holiday shall fall within an Officer's vacation, the Officer's vacation allowance shall be charged for each scheduled workday used and he shall receive twelve hours (12) pay for each vacation day charged in the pay period the vacation was taken. The Officer shall receive twelve (12) hours straight time for that Holiday at the time noted in Section 5:54.

**5:54:12** Holiday Pay shall be paid by the Township in one lump sum, between the last payday in November and the first payday in December, except for Holidays actually enjoyed as paid days off in lieu of Holiday Pay.

**5:60:12 VACATION:** Police Officers shall be entitled to annual paid vacation based on the following schedule:

More than 1 year of service	06 working days
More than 3 years of service	07 working days
More than 6 years of service	10 working days
More than 8 years of service	11 working days
More than 10 years of service	12 working days
More than 11 years of service	13 working days
More than 14 years of service	14 working days
More than 16 years of service	15 working days
More than 20 years of service	16 working days
More than 23 years of service	17 working days

**5:66:12 VACATION SELECTION:** The following will be the method for vacation selection for officers assigned to a 12 Hour Shift: Vacation will be selected on each crew first by the Sergeant, then Corporal, then by each Officer by seniority, with the most senior officer selecting first.

- Round 1 (January 1 to January 31) - Officers will select up to seven (7) vacation days.
- Round 2 (February 1 to February 15) – Officers will select up to five (5) additional vacation days.
- Beginning February 16th of each year, vacation days will be granted on a first come, first serve basis without regard to seniority.

In addition, the following administrative guidelines have been agreed upon: Overtime will be offered in six-hour increments.

As a routine practice Officers will not work special details i.e. directing traffic, etc. between working two (2) twelve (12) hours shifts with only one (1) twelve (12) hour off period between the two (2) shifts.

The first six (6) hours or the second (2nd) six (6) hours of a shift will be permitted to be taken off with the use of one half (1-1/2) of personal day or six (6) hours of compensatory time. Personal and compensatory time are subject to the same regulations as are currently in effect for the eight (8) hour shift.

On one (1) twelve (12) hour shift an Officer will be permitted three (3) fifteen (15) minute breaks and one (1) forty-five (45) minute meal period. As is current practice the Officer could be called from the breaks or meal period for emergency situations.

The Officers listed as the primary crew on the "Call Out Master Sheet" will be subject to being ordered out if necessary, to fill the minimum manpower for any particular shift.

Holidays will be observed as the actual hours of that holiday for the purpose of holiday pay i.e. 12:00 a.m. to 11:59 p.m.