

**AGREEMENT**

**SOUTH FAYETTE TOWNSHIP**

**AND**

**SOUTH FAYETTE POLICE DEPARTMENT**

**January 1, 2021 - December 31, 2025**

## **ARTICLE OF AGREEMENT**

**MADE AND ENTERED** into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the **TOWNSHIP OF SOUTH FAYETTE**, a municipal corporation of the County of Allegheny and the Commonwealth of Pennsylvania (hereinafter referred to as the “Township”)

**AND**

**The SOUTH FAYETTE TOWNSHIP POLICE WAGE AND POLICY UNIT**, on behalf of itself and also all of the police of South Fayette Township, County of Allegheny and Commonwealth of Pennsylvania (hereinafter referred to as the “Police”)

**WITNESSETH:**

**WHEREAS**, it is the desire of the parties to provide fair and equitable hours, wages, working conditions and to establish, preserve and promote harmonious and mutually beneficial relations; and

**WHEREAS**, the Board of Commissioners of South Fayette Township intends to legally bind the Township of South Fayette to the terms of this Agreement; and

**WHEREAS**, all of the policemen, including the officers, of the Township of South Fayette intend to be legally bound by this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises contained herein, it is hereby agreed as follows:

# **2021-2025 POLICE CONTRACT**

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## ARTICLE I - TERM

1. This Agreement shall be effective and in force for calendar years beginning January 1, 2021 and terminating December 31, 2025.

## ARTICLE II - COMPENSATION

1. The following percentage increases will be added to each full-time officer's hourly rate as of:

January 1, 2021	2.00%
January 1, 2022	2.25%
January 1, 2023	2.25%
January 1, 2024	2.50%
January 1, 2025	3.00%

### Hourly Wages

	2021	2022	2023	2024	2025
Captain	\$52.17/hr (\$108,519.84 annual)	\$53.35/hr (\$110,961.54 annual)	\$54.55/hr (\$113,458.17 annual)	\$55.91/hr (\$116,294.63 annual)	\$57.59/hr (\$119,783.46 annual)
Lieutenant	\$50.87/hr (\$105,804.19 annual)	\$52.01/hr (\$108,184.79 annual)	\$53.18/hr (\$110,618.94 annual)	\$54.51/hr (\$113,384.42 annual)	\$56.15/hr (\$116,785.95 annual)
Sergeant	\$49.40/hr (\$102,749.09 annual)	\$50.51/hr (\$105,060.94 annual)	\$51.65/hr (\$107,424.81 annual)	\$52.94/hr (\$110,110.43 annual)	\$54.53/hr (\$113,413.75 annual)
Patrolman	\$47.87/hr (\$99,566.69 annual)	\$48.95/hr (\$101,806.94 annual)	\$50.05/hr (\$104,097.59 annual)	\$51.30/hr (\$106,700.03 annual)	\$52.84/hr (\$109,901.04 annual)

2. Base patrolman will earn 75% of patrolman wages for year one (1); 85% for year two (2); 95% for year three (3); and then 100% of patrolman base wage in year four (4).
3. Starting patrolman to serve a probationary period as prescribed by the Civil Service Rules and the Board of Commissioners.
4. All Police are to be paid every other Thursday provided, however, that one week's pay shall be held back at all times. All police pays are based on salary, 26 equal pays per year.
5. The Township shall implement a schedule incorporating twelve hour shifts for those positions other than the SRO Officer during the school year, and any other future positions that require a flexible work schedule and which shall include, in any two (2) week pay period, two (2) workdays within one workweek and five (5) workdays within one workweek. Shifts shall consist of a Day shift from

6 a.m. until 6 p.m., and a Night shift from 6 p.m. until 6 a.m. One of the seven days worked in the pay period shall be scheduled as an eight (8) hour workday.

6. Any officer who works a full twelve (12) hour night shift comprised from 6 p.m. until 6 a.m. shall be paid additional compensation of \$2.00 per day. No additional compensation shall be paid to anyone working the day shift.
7. Police officers on an eight (8) hour shift schedule shall be compensated at time and one half for work in excess of eight (8) hours per day or forty (40) hours per week. An officer on a twelve (12) hour shift schedule shall receive straight time compensation for eighty (80) hours within a two (2) week pay period. Actual hours worked in excess of twelve (12) hours in any work day or eighty-four (84) hours within a two (2) week pay period shall be compensated at time and one-half. On the eight (8) hour day of the workweek, if scheduled by the Chief to work extra four (4) hours, time shall be paid as straight time to the officer. Detail work or call outs shall still be paid at overtime rate. Overtime and extra duty list will be posted on the police bulletin board and shall be assigned on an equitable basis.
8. Overtime to fill twelve (12) hour shifts will be called out in two (2) six-hour increments, using the Overtime List. Overtime for details and to cover shift hours short of six (6) hours will come off of the Overtime List unless an officer currently on duty or coming on duty is used to fulfill the requirement by extending or adding to a normal duty shift. If an officer is called out for overtime, he shall be paid a minimum of four (4) hours of work. Four (4) hours of overtime will be credited to the officer's pay even if the actual number of overtime hours worked is less than four (4) hours.
9. All vacancies relevant to overtime shall be filled by full-time members of the Police Department, in accordance with seniority. No officer shall be penalized for failing to accept an overtime assignment. The Township's obligation under Article II-9 is fulfilled when the officers are offered the opportunity to work the overtime assignment in accordance with seniority.
10. Members of the Police Department are to be notified at the earliest possible time concerning overtime call-out or extra duty.
11. All extra duty, such as traffic control, security guard, extra work for contractors and other requests for police protection shall be offered to full-time officers first, and the pay shall be one and one-half times the regular hourly rate, with a minimum of four (4) hours. This will be paid by the contractor or employer to the Township which, in turn, will add the amount to the officer's pay.
12. Compensatory time may be earned at a rate of 1 1/2 times the actual hours worked and for which overtime would otherwise be paid as set forth above. Comp. time may be taken upon approval of the chief with a minimum of twenty-

four (24) hours notice to the chief. The chief of Police shall respond to a request for comp. time within three business days from the date the request is submitted to the chief by the individual officer. The taking of Comp. Time may not result in overtime and/or shift shortage unless approved by the Chief. Each officer may accumulate a maximum of 48 hours of Comp. Time. All comp. time must be used within the calendar year earned. All remaining comp. time will be paid, at straight time, in the last paycheck of each calendar year except that officers may elect to carry up to a maximum of 24 hours into the next calendar year.

13. Non Mandatory Overtime to be scheduled by the chief.

### **ARTICLE III - LONGEVITY**

1. All full-time members of the police department shall receive longevity as follows:

<u>Year of Service</u>	<u>Percentage Amount</u>
5-8	1%
9-12	2.00%
13-15	3.00%
16-19	4.00%
20+	5.00%

### **ARTICLE IV - EDUCATION**

1. The Township shall review all educational opportunities and attempt to provide equitable opportunity for all officers to receive additional training within the confines of the departmental budget, departmental needs and staff availability. No officer shall be excluded from receiving consideration for educational opportunities.
2. Any officer attending a full day (six hours or more) of Township approved training on his scheduled day off shall be given an additional day off. The day must be taken within sixty (60) days of being earned. The day may be taken by the officer with 24 hours notice to the Chief of Police and is subject to the same restrictions as an individual vacation day as outlined in Article VIII 8. of this Agreement .
3. The Township will reimburse police officers for 50% of the cost of approved courses where a grade of "C" has been obtained, 60% where a grade "B" has been obtained, and 75% where a grade "A" has been obtained. All courses must be pre-authorized by the Township Manager. Payment for each course shall be made within 90 days of completion of the course. All officers shall be required to remain with the Township for three (3) years after completion of the course,

or shall be liable for repayment of any educational costs they received from the Township.

4. Upon completion of the probationary period, any police officer having a college degree in any criminal justice related field will be compensated for the highest degree attained by the following schedule:

Associate Degree	-	\$350
Bachelor's Degree	-	\$700
Master's Degree	-	\$1,050

A “criminal justice related field” shall include and/or be limited to police science, criminology, sociology, psychology, corrections, police administration, and administration of justice, or any other area of study agreed to by the Township as benefiting operations of the Police Department. Payment of this item will be made at the Township's discretion on or before July 31<sup>st</sup> of each year.

## **ARTICLE V - COURT ATTENDANCE**

1. The Township shall pay time and one-half for all off duty appearances at district justice hearings, for actual time spent at the hearing. The officer shall receive a minimum of two (2) hours overtime.
2. The Township shall pay time and one-half for all off duty appearances at pre-trial, for actual time spent. The officer shall receive a minimum of four (4) hours overtime.
3. The Township shall pay time and one-half for all off duty appearances at criminal, juvenile and civil court, for actual time spent. The officer shall receive a minimum of four (4) hours overtime.
4. In the event that an officer appears in Court or at a Pre-trial during the officer's regularly scheduled shift (while the officer is “on duty”) the officer shall only be entitled to be compensated at the officer's regular rate. Additionally, these compensation provisions shall apply to all cases where the Township's officers appear in court proceedings arising in their course of duty, including appearances that may result from their cooperation with other police departments.
5. The following twelve (12) hour duty shift adjustments shall be made for Court Attendance:

- A. If an officer is off duty the night prior to a scheduled court-related appearance and the court time is within eight hours of the commencement of his/her 12-hour duty shift, that officer shall be required to utilize his/her compensatory time off to offset any hours worked in excess of eighteen hours within a 24-hour period. The officer may elect to use this compensatory time at either the beginning or end of their 12-hour duty shift, provided that if the use of compensatory will cause overtime, the Township may designate whether the use of compensatory time is at the beginning or end of the shift.
- B. If an officer is scheduled for a court-related appearance between two 12-hour duty shifts, that officer shall be required to use compensatory time at the beginning of the second 12-hour duty shift should that court-related appearance extend past four hours in length and result in the officer having less than eight hours off between the two shifts. Required amount of compensatory time shall be equal to the number of hours that require the officer to be off for eight hours prior to the commencement of the second 12-hour duty shift.
- C. If the officer has completed a 12-hour duty shift and is scheduled for a court-related appearance the following day, and the officer is not scheduled to return for another 12-hour shift that day, the officer shall be eligible for overtime pay.

## **ARTICLE VI - CLOTHING ALLOWANCE**

- 1. The uniform allowance is to be \$900.00 per year for the length of the contract, with shoes and firearms to be included as part of the uniform. The uniform allowance will be paid by the end of January.
- 2. Police officers shall have the right to purchase protective vests, to be used at their discretion.
- 3. The Township will reimburse each officer who, while involved in the line of duty, has any items of personal property damaged or destroyed, including uniforms, eyewear and firearms (excluding sunglasses, personal cell phones and personal pagers). The Township shall only be responsible for the actual repair and/or replacement of the exact item and/or an item of similar value. It is the responsibility of the individual officer to provide documentation as to the value of the damaged item and comply with the Township accident reporting policy. The Township shall have the sole discretion to determine if the item should be replaced or repaired.
- 4. Should the Township decide to change uniforms, the initial cost of such replacement shall be the obligation of the Township.



5. The Township, upon request, shall furnish all officers with one box of 50 shells of practice ammunition per quarter.
6. Employees who are on leave due to a non-work related injury and/or a work related injury are not entitled to the payment of their clothing allowance until they have return to full-time duty.

## **ARTICLE VII - RETIREMENT**

1. The Police Retirement Pension Plan is to remain as now presently in force and as updated by ordinance No. 2-2010, adopted August 23, 2010 except as may be modified to incorporate the changes set forth in paragraph #7 below. The percentage of contribution by the Police Officer through payroll shall be inconformity with Act 600 guidelines. The Township shall ensure that the Police Pension Plan is in full compliance with all current and future applicable state acts and any collective bargaining obligations applicable to future changes.
2. At a minimum of every two years an actuarial study of the Police Pension Fund shall be made at the cost of the Township. The Pension Fund shall be reviewed to determine the status and a report shall be provided to each member of the Police Department. Items which shall be covered in the report are assets, balances, previous year income, cost and status of all covered members.
3. A Representative(s) of the Police Pension Committee shall be included in all meetings that relate to the Police Pension Fund matters.
4. Upon the death of a police officer, who has retired in accordance with the Township's Pension Plan, a \$7,500.00 death benefit will be provided to the administrator or executor of the officer's estate to defray costs and expenses.
5. The Township will contribute \$500.00 per month toward any actual hospitalization policy purchased by any retiring police officer upon presentation of the bill for such actually purchased hospitalization policy. It is understood that the remainder of any premiums so charged by the provider of such coverage will be the responsibility of the retired police officer. This contribution will be made only until the retired police officer becomes eligible for Medicare.
6. The Township shall adopt and institute in Year 2009 a three (3) year DROP Pension program as described in Exhibit A of this agreement.
7. All full-time police officers hired on or after 1/1/2014 shall be eligible for retirement benefits after reaching age 55 with 25 years of service, and their

benefit shall be calculated at 50% of the average base pay (including longevity) over the final 3 year period before retirement.

## **ARTICLE VIII - VACATION**

1. Vacations shall be as follows:

After one (1) year of service	80 hours
After three (3) years of service	120 hours
After ten (10) years of service	160 hours
After fifteen (15) years of service	200 hours
After twenty-five (25) years of service	240 hours
2. Vacation is Monday through Friday, consecutive for those working 8 hour shifts.
3. Vacation week is per calendar week (Sunday through Saturday).
4. For purposes of scheduling vacations pursuant to this Article VIII, an officer on a 12 hour shift schedule shall be required to schedule at least 20-24 consecutive hours off at a time in a week they work a 2 day workweek, and shall be required to schedule at least 32-36 consecutive hours off at a time in a week they work a 5 day workweek. Exceptions to this may be granted at the discretion of the Chief of Police, Township Manager or their designee, if extenuating circumstances are present.
- 5.
5. With respect to vacation scheduling, any leave or vacation taken by the Chief is not to be included in or be considered part of the vacation schedule.
6. There can be a maximum of one (1) police officer on vacation at the same time per patrol squad and one (1) officer per assignment.
7. Police Officers will have the right to take forty (40) hours vacation as individual days off. These vacation days may be taken upon the approval of the Chief with a minimum of 24 hours notice to the Chief. The taking of these vacation days may not result in overtime and/or a shift shortage unless approved by the Chief. No more than one officer will be permitted to take an individual vacation day per shift.

8. All vacation is subject to the Township's Police Vacation Time Policy Number 02-2003 effective January 27, 2003.

## **ARTICLE IX - HOLIDAYS**

1. Officers shall be granted eight (8) hours pay for the following holidays and shall receive pay for all said holidays in one (1) lump sum in the pay period preceding Christmas of each year:
  1. New Year's Day
  2. Good Friday
  3. Easter
  4. Memorial Day
  5. Independence Day
  6. Labor Day
  7. Veterans' Day
  8. Thanksgiving Day
  9. Christmas Day
  10. Martin Luther King's Birthday
2. If an officer is scheduled to work on a holiday, they shall receive six (6) hours of straight time pay for each holiday worked for those officers working 12 hours and shall receive four (4) hours of straight time pay for each holiday worked for those working 8 hours . Both the four (4) hours and the six (6) hours of straight time shall be paid as part of the officer's "holiday pay" at the end of the year and as described in Article IX-1, above. In addition to holiday pay, any time actually worked on a holiday will be paid as straight time to the officer on the pay period they actually worked the holiday.
3. All full-time officers shall be permitted to accumulate the holidays to which he is entitled pursuant thereunder, or he shall be permitted to take the same as extra vacation, as long as the extra vacation does not conflict with the regular vacation schedule or any other officer.

## **ARTICLE X - SICK LEAVE**

1. Sick leave shall be allotted to each full-time member of the Police Department at the rate of 112 hours per calendar year, and may be accumulated to 1080 hours. Officers who have accumulated more than 1080 hours shall be eligible to retain that higher limit.
2. A doctor's excuse will not be required for the first twenty-four (24) hours of illness for each occurrence.

3. Upon retirement, officers hired before January 1, 2014 will be paid a lump sum for unused sick time, as follows:

Hours Earned prior to January 1, 2009 shall be paid as follows:

Unused accumulated sick time 0-960 hours	All hours paid at the regular rate of pay at retirement
Unused accumulated sick time 961 to 1080 hours	Four (4) hours of pay per eight (8) hours of accumulated sick time at the regular rate of pay at retirement

Eligible hours earned following January 1, 2009 will be paid as follows:

Officer shall be paid for up to one hundred and twelve (112) hours of unused sick time earned and not used in that calendar year at the Officer's regular rate of pay. All payments will be made with the last paycheck of each year.

If any officer wishes to place unused sick time earned in that calendar year into their sick pool they must notice the Chief of Police, in writing, a minimum of two weeks prior to the last scheduled pay of that calendar year. Any hours placed in an officer's pool following January 1, 2009 shall be paid as follows:

Unused accumulated sick time 0-960 hours	All hours paid at the regular rate of pay at the time the hours were earned.
Unused accumulated sick time 961 to 1080 hours	Four (4) hours of pay per eight (8) hours of accumulated sick time at the regular rate of pay at the time the hours were earned.

Officers hired after 1/1/2015, shall be entitled to payment for unused sick days earned and not used in that calendar year in excess of 960 hours. To be eligible for payment the officer must have more than 960 hours accumulated and no payment will be made to an Officer that would take the Officer's sick time below 960 hours.

4. If any officer wishes to place unused sick time earned in that calendar year into their sick pool they must notice the Chief of Police, in writing, a minimum of two weeks prior to the last scheduled pay of that calendar year. For any officer hired before January 1, 2015, accumulated sick time shall be paid in accordance with the schedule set forth above. For officers hired on or after January 1, 2015, unused accumulated sick time shall be paid at retirement as follows:

Unused accumulated sick time 0-1080 hours	Four (4) hours of pay per eight (8) hours of
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accumulated sick time at the regular rate of pay at the time the hours were earned.

5. Accumulated sick leave is not payable to officers who terminate or who are terminated from employment with South Fayette Township. This benefit shall only be paid to Officers who retire in accordance with the Township's Pension Plan.
- 6.
7. In the event of an active officer's death, all unused sick days, up to 1080 hours, will be paid to the spouse or benefactor of the police officer, at the current hourly rate of pay.
8. In the event of an active officer's death in the line of duty, all unused sick time shall be paid to his immediate family and/or as detailed in the officer's estate at the officer's current hourly rate.

#### **ARTICLE XI - PERSONAL DAYS**

1. All full-time members of the Police Department shall be entitled to 36 hours of personal time per year, with pay. An officer has the right to use personal time so long as he gives the Chief twenty-four (24) hours notice, as long as no other officer on the same shift has already requested the same day. In the event that two officers on the same shift both request a personal day, the Chief has the right to refuse if it creates overtime. Personal days shall be used in whole day increments.
2. If personal time is not used, officers will receive straight time pay for such unused personal time; this pay will be included with the holiday pay, as in Article IX-1.
3. Personal time may not be used on a contractually designated holiday.

#### **ARTICLE XII - BEREAVEMENT LEAVE**

1. Upon notice to the Township of the death of a Police Officer's spouse, child, step-child, mother, father, stepmother, stepfather, brother, sister, grandparent, mother-in-law, and father-in-law, the Police Officer shall be entitled to four (4) consecutive days off beginning the day following the day of the death, and work days scheduled in that four (4) day period will be compensated at full pay. If the officer was previously scheduled for any personal, vacation, holiday, or compensatory time within the four (4) day period, that time will be returned to

the officer and the time shall be paid. Payment for funeral leave shall be at the Police Officer's basic straight time rate.

2. A Police Officer shall qualify for up to 12 hours off with pay upon notice to the Township of the death of the officer's brother-in-law, sister-in-law, uncle, aunt, nephew, niece, or grandparent-in-law. Payment for funeral leave shall be at the Police Officer's basic straight-time rate.
3. Officers shall receive one (1) day off with pay when requested to be pall bearer at the funeral of a fellow officer.

### **ARTICLE XIII - WORK DAY OR SHIFT TRADES**

1. An officer may switch shifts not more than once per month to be approved at the discretion of the Chief. Shifts may only be switched for the same hour shift, i.e. 12 hour for 12 hour or 8 hour for 8 hour. Exceptions to this may be granted at the discretion of the Chief of Police, Township Manager or their designee, if extenuating circumstances are present.
2. Traded work day or work shift assignments will be with the approval of the Chief of Police and with a minimum of 24 hours notice. Exceptions will be for just cause or emergency.
3. Notwithstanding anything contained herein to the contrary, the trading of work day or work shifts shall be permitted ONLY in the event that the work day of work shift trade does not cause the Township to incur any intentional overtime expense.

### **ARTICLE XIV - INSURANCES**

1. Starting January 1, 2021 the Employer shall furnish, and pay for, 92.75% of premium for high option hospitalization, medical, family eye care, and dental program for all current employees and their dependents. The Employee shall be responsible to pay the other 7.25% of the premium. If at any point during the contract, a police officer's monthly contribution towards health care exceeds 2% of the their average base wage (year 3 wages), the Township shall be responsible for the additional cost. The Township shall also maintain an HSA Program to fund employees 100% of qualified deductibles as described in the official HSA Plan document.
2. The life insurance coverage is to remain as currently in force (\$75,000.00).
3. Off-duty sickness and accident short-term and long-term disability insurance will be purchased by the Township and shall be provided to all full-time members of the Police Department. The benefits shall be as follows:

**Short-term**

Maximum Weekly Benefits	\$1,000
Maximum Benefit Period	180 Days

**Long-term**

Maximum Monthly Benefit	\$3,000
Maximum Benefit Period	2 Years

4. The Township shall provide false arrest insurance coverage as presently in effect.
5. Any full-time officer can elect to be deleted from the township health insurance plan, subject to that police officer presenting proof of similar insurance from another source. In the event that an officer elects to be removed from the Township's health insurance for any year during the term of this agreement, then said officer shall be entitled to and shall be paid compensation in the amount of 50% of his annual allocation. This does not prohibit the said officer from rejoining the health insurance program, but subject to the then provisions of the policies in effect.
6. An Officer on approved sick and/or non-work related accident leave shall be covered by said approved medical programs for a period of twenty-four (24) months.
7. 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 negotiate 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 interest arbitration proceeding in accordance with Act 111. The sole purpose for that expedited arbitration proceeding will be for the arbitration panel to modify the plan, plan design and/or plan carrier in order to eliminate the exposure to the Cadillac Tax. The decision of the arbitration panel on this issue shall be issued within thirty (30) calendar days of the appointment of the neutral arbitrator.

**ARTICLE XV - GRIEVANCE PROCEDURES**

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

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

3. Definitions

- A. A “Compliant” in this procedure shall be interpreted to mean a request or complaint by and/or on behalf of any employee covered by this Agreement.
- B. A “Grievance” in this procedure shall be interpreted to mean any difference or dispute between the Township and any regular police officer with respect to discipline or to the interpretation, application, claim, or breach or violation of provision(s) of this Agreement.
- C. A “Day” in this procedure shall mean a calendar day, and shall include any Saturday, Sunday, or Holiday. In the event that the final day of any of the deadlines hereunder falls on a Saturday, Sunday or a Holiday, the deadlines established hereunder shall automatically be extended to the first regular Township Administration business day following the Saturday, Sunday, or Holiday

4. Grievance Steps

- A. Step 1 - Any grievance shall first be submitted in writing to the Police Grievance Committee for review.
- B. Step 2 - Any grievance by or on behalf of any police officer in the Bargaining Unit shall, within fourteen (14) consecutive days of the occurrence giving rise thereto, be filed with the Chief of Police, on a form to be provided, therefore, by the Township. The Chief of Police or his/her designated representative shall respond, in writing, on the above said form, within fourteen consecutive days of the filing of said grievance, to the grievant and Association.
- C. Step 3 - In the event that the grievant is not satisfied with the disposition of the grievance, at the second step, he/she shall, within fourteen (14) consecutive days of that disposition, appeal the grievance to the Township Manager. The Township Manager shall, within fourteen (14) consecutive days of such appeal, furnish a written response thereon, to the grievant and the Association.
- D. Step 4 - In the event that the grievant is not satisfied with the disposition at Step 3, he/she shall, within fourteen (14) consecutive days thereafter, appeal his/her grievance to the Township Board of Commissioners, or its designated representative(s). The Board of Commissioners or its designated representative(s) shall, within fourteen (14) consecutive days



after its next regular meeting, furnish its answer to the grievance, in writing, to the grievant and the Association.

- E. Step 5 - In the event that the grievant and the Association are not satisfied with the disposition at Step 4, the Association shall, within fourteen (14) consecutive calendar days of the Commissioner's Step 4 answer, ask for a list of arbitrators from the American Arbitration Association. Arbitration proceedings, then, shall be commenced, with the selection of an arbitrator from the panel of arbitrators requested and received from that agency.
  - F. The Township and the Association shall alternate the option of which shall strike the first name from the list of arbitrators obtained from the American Arbitration Association. The remaining arbitrator shall be appointed and authorized to hear and resolve the unsettled grievance matter(s).
- 5. The Township and Association shall have a right to call witnesses at any of the grievance steps listed above if, in the sole discretion of either, it is believed that it cannot fairly process the grievance without so doing; however, unless either party exercises this right, all grievances will be presented and decided solely on the grievance documents and evidence of record thereon.
  - 6. The decision of the arbitrator shall be final and binding upon each of the parties hereto. The arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this agreement only insofar as necessary to the determination of the particular involved dispute. The arbitrator shall have no jurisdiction or authority to alter, add to or subtract from or, otherwise change any of the provisions of this Agreement.
  - 7. Fees and expenses of the American Arbitration Association and the arbitrator shall be paid equal by the Township and the Police Officer/Wage and Policy Unit.
  - 8. Since it is important that any grievance be processed as rapidly as possible, the time limits stated above, at each grievance level, shall be considered the maximum time limits, absent a written agreement to the contrary, in each case, by the parties. In the event that the Township fails to respond within such specified limits, at any level, such failure shall constitute a waiver of the right to answer that step and the grievance shall automatically proceed to the next step. In the event that any grievance is not filed and/or appealed within such specified limits, such failure shall constitute a withdrawal of the involved grievance, by the Association.
  - 9. Because either party may elect settlement of a grievance amicably, on a compromised basis, it is agreed that any voluntary withdrawal or grant of any grievance will not serve as a precedent and will not operate, otherwise, to the

prejudice the position of either party in any future grievance on the same or other subject matter. No withdrawal or granted grievance may, in itself, be reinstated, however, under these provisions.

#### **ARTICLE XVI - RECOGNITION**

1. Pursuant to Act 111 of 1968, South Fayette Township recognizes the South Fayette Police Department Wage and Policy Unit as the exclusive representative for collective bargaining purposes for all members of the Police Department, excluding the Chief of Police.

#### **ARTICLE XVII - UNION SECURITY - AGENCY SHOP CLAUSE**

1. All members of the Police Department who do not join the Bargaining Unit Representative (South Fayette Township Police Officers Wage and Policy Unit), shall, as a condition of continued employment with the Township as a police officer, pay to the employee representative each month a service charge as a contribution toward the administration of the collective bargaining between the parties, which shall be equal to the regular monthly dues and assessments of the police, which are required of all unit police officers.
2. The unit shall indemnify and save the township harmless 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 for the purpose of complying with any of the provisions of this agency shop clause. The employer is required to deduct the current dues and assessments from compensation received by members of the Police Department. The dues and assessments from each member's paycheck shall be forwarded to the account of the Treasurer of the bargaining unit representing the Police Department.

#### **ARTICLE XVIII - PENSION/SOCIAL SECURITY OFFSET/INTEGRATION**

1. The following ~~may~~ shall apply to any officers eligible for social security benefits:
2. A zero (0%) offset/integration factor of social security benefits is applied with relation to the benefits paid pursuant to the pension plan. There shall be no offset or reduction in pension benefits payable to the employee by virtue of social security benefits.

#### **ARTICLE XIX - MISCELLANEOUS**

1. The members of the Police Department shall be provided with a Master Schedule Plan. The Master Schedule Plan shall be rotated on a man-to-man

basis, subject to manpower availability and needs as determined by the Township Manager's Designee. The Township Manager's designee retains the right to maintain the schedule subject to the following:

- A. The schedule will be posted thirty (30) days ahead of time and shall not be changed except as outlined in Section B. and Section C of this Article.
- B. The Township Manager's designee reserves the right to change the schedule upon fifteen (15) days written notice under the following circumstances:
  - (1) Officer Education/Training
  - (2) Officer termination and/or resignation
  - (3) Officer Workers Compensation/Heart and Lung Injury
  - (4) Foreseeable extended sick leave and/or disability (4 or more consecutive Days)

Note: Effects of schedule changes listed in (2), (3), and (4) above are not limited to the individual officer involved with the action. Item (1) is limited to scheduling changes for the individual officer only.

- C. The Master Schedule may be changed at any time under the following circumstances:
  - (1) The Officer agrees to the change
  - (2) The officers switch shifts amongst themselves within the guidelines of Article XIII of this Agreement
  - (3) A natural disaster, catastrophe, riot, time of war, or any unanticipated event lasting longer than five days, requiring greater than normal police coverage.

- 2. The following 8 hour shifts are established. Investigators shifts may be adjusted at the discretion of the Police Chief.

7 AM – 3PM

8 AM – 4PM

11AM – 7AM

In addition, the following 12-hour shifts are established

6:00 a.m. to 6:00 p.m.

6:00 p.m. to 6:00 a. m.

- A. Officers are limited to working not more than four (4) twelve-hour shifts in succession. Exceptions to this may be granted at the discretion of the Chief of Police, Township Manager or their designee, if extenuating circumstances are present.

- B. After working eighteen (18) hours within a twenty-four (24) hour period, officers must utilize compensatory time off to offset any hours worked in excess of eighteen (18) and to ensure that the officer has at least six (6) hours off before his/her next twelve hour (12) hour duty shift. Exceptions to this may be granted at the discretion
3. Additional manpower may be used at the discretion of the Chief.
  4. Overtime is authorized by the Board of Commissioners at the Township Manager's discretion to correct any schedule disparity.
  - 5.
  6. If one full-time member of the Police Department is the official elected FOP Delegate, that individual police officer shall be permitted to take two (2) days of paid leave per year to attend FOP sanctioned business. These days will be solely at straight time and shall be subject to the same restrictions as outlined in Article VIII 8 of this Agreement. These days may not be carried from year to year and will not be paid if unused in the calendar year.
  7. A master locker shall be provided for all police equipment with sign-out slips for equipment that belongs to the Township, such as cameras, recorders, guns, ammunition, etc.
  8. All overtime submitted by an officer in a pay period shall be paid within the current pay period.
  9. Officers, by majority vote, will be able to select one caliber of firearm. All officers will be required to carry this firearm. Officer may not elect to switch caliber's more than once per contract period.
  10. Within 12 months of date of hire, all officers shall reside within 30 air miles of the Township Municipal Building.
  11. Within the limits of the Township's Budget, the Chief shall make available a minimum of one (1) cell phone during a shift. This cell phone will be assigned to an officer by the Chief of Police and/or his designee.
  12. All officers shall have the choice of wearing protective vests on the outside of the uniform.

**WITNESS WHEREOF**, the parties hereto have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2021

**ATTEST:**

**TOWNSHIP OF SOUTH FAYETTE  
BOARD OF COMMISSIONERS**

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**TOWNSHIP OF SOUTH FAYETTE  
MANAGER**

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**SOUTH FAYETTE TOWNSHIP POLICE WAGE AND POLICY UNIT**

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**SOUTH FAYETTE TOWNSHIP POLICE DEPARTMENT**

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## **Exhibit A**

### *Section 1 Definitions*

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

DROP Account - A separate ledger account created to accumulate the DROP pension benefit for a DROP participant.

Member - A full-time South Fayette police officer covered by the Plan.

Participant - A member who is eligible for normal retirement and who has elected to participate in the DROP program.

Plan - The South Fayette Township Pension Plan adopted pursuant to Act 600.

### *Section 2 DROP Provisions*

(A) *Eligibility.* Effective January 1, 2009, members of the South Fayette Township Police Association 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 55 and the completion of 25 years or more years of credited service with South Fayette Township.

(B) *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 the South Fayette Township Manager and/or the plan administrator, 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 by the Member and the Chief Administrative Officer of the Plan and submitted to South Fayette 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 of South Fayette by the Member, that the Member shall terminate from employment with the South Fayette Township Police Department effective on a specific date three (3) years from the effective date of the DROP election. In addition, all retirement documents required by the South Fayette Township Police Pension Plan Administrator must be filed and presented to the South Fayette Township Commissioners for approval of retirement and commencement of the monthly pension benefit. Once the retirement application has been approved by the Commissioners, it shall become irrevocable.

After a Member enters the DROP program, contributions to the pension plan by the Participant and the Township will cease; and the amount of the monthly benefits will be frozen except for any applicable Cost-of-Living Adjustment (COLA) increases 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.

(C) *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.

(D) *Benefit Calculation.* 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 South Fayette Township Police Pension Plan. The average monthly pay of the Member for pension calculation purposes shall remain, as it

existed on the effective date of commencement of participation in the DROP program. Earnings or increases in earnings thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Plan. The pension benefit payable to the Participants shall increase only as a result of Cost-of-Living Adjustments (COLA), effective on or after the date of the member's participation in the DROP program.

(E) *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 ledger account established by the Plan Administrator to track and accumulate the Participant's monthly pension benefits. This account shall be designated the DROP Account. The DROP Account shall not contain a guaranteed interest rate. The account shall be managed by the Plan Administrator pursuant to the same fiduciary obligations and principles applicable to management of the municipal pension plans. The Plan Administrator may allow Participants to select certain types of investment from an available list of choices. Frequency of investment changes will be at the discretion of the Plan Administrator. All earnings credited to the DROP account will be included in the final cash settlement.

(F) *Early Termination.* A Participant may withdraw from the DROP program at any time and effectuate a complete retirement from service. No penalty shall be imposed for early termination of DROP participation. However, the Participant shall not be permitted to make any withdrawals from the DROP Account until DROP participation has ended.

(G) *Payout.* Upon the termination date set forth in the DROP Election Form or on such date at the Participant withdraws or is terminated from the DROP program, if earlier, the normal retirement benefits payable to the Participant or the Participant's beneficiary, if applicable, shall



be paid directly to the Participant or beneficiary and shall no longer be credited to the DROP Account. Within thirty (30) days following the actual termination of a Participant's employment with South Fayette Township, the accumulated balance in the DROP Account shall be paid to the Participant in a single lump-sum payment. Such payment shall be made either in cash, subject to any federal withholding as may be required, or as a direct rollover to an Individual Retirement Account (IRA). If the Participant selects the rollover option, he or she must also submit the appropriate paperwork from the IRA custodian within twenty (20) days following termination.

(H) *Death.* If a Participant dies before the DROP Account balance is paid, the Participant's beneficiary under Act 600 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 the month of the Participant's death shall be the final monthly benefit for DROP participation.

(I) *Killed-In-Service Survivor Benefit.* If a Participant is killed in service, the Participant's beneficiaries under Act 600 shall be entitled to apply for and receive a recalculation for payment of survivor benefits at 100% of the Participant's salary as fixed at the date of retirement.

(J) *Amendment.* Any amendments to the DROP Ordinance shall be consistent with the provisions covering deferred retirement option plans set forth in any applicable bargaining agreement or state or federal law, and shall be binding upon all future Participants and upon all Participants who have balances in their DROP Accounts.

Section 3 *Effective Date.* The Effective Date of the DROP program will be January 1, 2009.

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 provisions of this Ordinance shall not be affected thereby. It is hereby expressly declared as the

intent of the South Fayette Township that this Ordinance has been adopted as if such unconstitutional or illegal provision or provisions had not been included herein.

Section 5 *Pending Legislation*. In the event of the passage of legislation governing DROPs in the Commonwealth of Pennsylvania, this Ordinance shall be amended to comply with any new legal requirements set forth in such legislation. The application of any amendments to police officers actively employed as of the effective date of any such legislation shall be governed by and consistent with constitutional principles applicable to the pension and retirement benefits.