

AGREEMENT

BETWEEN

TOWNSHIP OF WEST DEER

AND

GENERAL TEAMSTERS LOCAL UNION NO. 249

DURATION: JANUARY 1, 2016

THROUGH DECEMBER 31, 2016

AGREEMENT

AND NOW, TO-WIT, this 21st day of October 2015, the following Agreement is hereby made and entered into by and between the Township of West Deer and the Police Department of West Deer Township.

WITNESSTH that the following is hereby agreed:

ARTICLE I

RECOGNITION

The Township recognizes General Teamsters Local Union No. 249 as the sole and exclusive collective bargaining representative for all of the Police Officers within the bargaining unit as set forth below with respect to compensation, hours of work, working conditions and other terms and conditions of employment.

The bargaining unit shall consist of all full-time and regular part-time Police Officers, including but not limited to lieutenants, sergeants and patrolmen, and excluding the Chief of Police and any other managerial level employees.

ARTICLE II
DUES/CHECK OFF

- (A) The Township agrees to withhold monthly union dues of the Local Union from the first pay each month of any Police Officers from whom written authorization to take such action is received and to send dues to the Secretary-Treasurer of the Local Union on or before the end of the month for which the deduction is made.
- (B) A dues withholding authorization is to be voluntary, but once given it may not be revoked until days prior to the expiration of this Agreement.
- (C) It shall be a condition of continued employment for each police officer who is not a Union member to pay the Union a monthly service charge in an amount equal to its members' regular monthly dues and assessments, as those non-members' contributions towards its administration of these Agreement provisions. It is agreed that this monthly service charge may be paid under a check-off authorization by the employee. This service charge obligation shall be prospective from the date of the arbitration award activating this Paragraph (C) provision.
- (D) The Union shall indemnify and save the Township harmless against any and all claims, demands, suits or other forms of liability, to include reasonable attorneys' fees, in defense thereof, that shall arise out of or by reason of actions reasonably taken by the Township in compliance with any of these Article II provisions.

ARTICLE III

DEFINITIONS

(A) POLICE OFFICERS

For the purpose of this Agreement, the term “police officer” shall be defined as any full-time police officer employed by the West Deer Township Police Department, regardless of rank, with the exception of the Chief of Police (who is considered administration).

(B) TOWNSHIP

The term “Township” as used in this Agreement shall mean the TOWNSHIP OF WEST DEER and the Board of Supervisors duly elected under the laws of the Commonwealth of Pennsylvania.

(C) Nothing contained in this Agreement shall be construed to effect the provisions of the law regarding appointment, suspension, reduction, and discharge of police officers.

ARTICLE IV

PRECEDENCE OF LAWS AND REGULATIONS

- (A) The primary purpose of this contract is to insure the safety, health, and welfare for the public by providing the most efficient police protection possible.
- (B) In the administration of all matters covered by this Agreement, officials and employees are governed by the provision of any existing and future laws or regulations, including the provisions of the Township Code and Code of Ordinances of the Township of West Deer, and the policies set forth specifically in the Personnel Compensation Plan and the Personnel Rules and Regulations, said Township Code, Ordinances and Manuals being incorporated herein by reference to the same extent and in the same manner as if said Township Code, Ordinances and Manuals were set forth herein in detail. This Agreement is at all times to be applied subject to such laws, regulations and policies and the provisions of said manuals as the same now exist or as amended during the term herein.

ARTICLE V

HOURS OF WORK AND SHIFT ASSIGNMENTS

- (A) All regular full-time police officers shall work eight (8) consecutive hours, which shall constitute a work day and forty (40) hours shall constitute a work week. In the event that any police officer is called upon in an emergency to work continuously beyond the eight (8) hours of the normal work day, s/he shall be paid compensation at the rate of one and one-half times his or her straight-time hourly rate for each hour worked in excess of the eight (8) hour work day.
- (B) The Township retains the right to institute changes in work schedules if conditions warrant such change, and the Chief of Police and any persons designated by the Board of Supervisors shall have the duty to change work schedules. Should a dispute arise, it is understood that any schedule change will stand pending the outcome of a Hearing, in accordance with the Grievance Procedure set forth hereinafter.
- (C) No police officer shall be required to serve on any particular shift for a period of time in excess of three (3) continuous months.
- (D) All changes in shifts, where the police officer lives in West Deer Township is picked up at his/her by the police officer going off-duty, shall remain as heretofore provided, and in the event of an abuse by any police officer, the procedure will continue pending the outcome of the Hearing in accordance with the Grievance Procedure hereinafter provided.
- (E) In the event of a reduction in force, regular full-time police officers shall be the last laid-off and the first recalled. The order of lays-offs amongst the full-time police officers shall be determined by seniority.

- (F) Should the Township decide to utilize classifications of police officers other than regular full-time police officer, it shall continue to assign at least one regular full time police officer to each shift, except where, because of sickness, disability, vacation, leave of absence or other similar circumstances, the normally assigned regular, full-time police officer has been temporarily replaced by an employee of different classification. In any case, the Township shall schedule two (2) officers for each shift.
- (G) Where a regular, full-time officer normally scheduled to work calls off for any reason, or is off for an approved leave under the collective bargaining agreement, The Township will fill the vacancy with Part-time Officers first, then if no Part-Time officers are available, then it, will go to Full-Time Officers.

ARTICLE VI

TIME SPENT IN COURT

- (A) Any police officer who is required to appear during off-duty hours at any Magistrate's Hearing and/or at any proceeding in the Court of Common Pleas of any county and/or any Grand Jury and/or at the District Attorney's Office for required pre-trial conferences shall be paid at the rate of one and one-half times his or her straight time hourly rate for all such off duty hours.
- (B) Paragraph (A) above will pertain only to those officers appearing in Court on their off-duty time. If court attendance is required during a scheduled work day, the police officer will receive his/her regular, full-time pay.
- (C) All witness fees or mileage reimbursements received for such attendance shall be turned over to the Township.

ARTICLE VII
GRIEVANCES

- (A) A Grievance Committee shall be established with the Police Department consisting of not more than three (3) full-time police officers.
- (B) In the event of any controversy concerning the meaning or application of any provision of this Agreement, there shall be no suspension of work but such controversy shall be treated as a grievance and shall be settled, if possible, by the Union and the Township in the following manner.

STEP ONE: In the event that a police officer covered by this Agreement has a grievance, s/he shall discuss such grievance with the Grievance Committee first. The committee shall file said grievance in writing with the Chief of Police within thirty (30) days from the date of the alleged occurrence. The Grievance Committee and the Chief of Police shall endeavor to adjust the matter within fifteen (15) days from the day the grievance is first presented.

STEP TWO: In the event no agreement is reached in Step One within said fifteen (15) days, the Union and the Township manager or his/her representative shall meet and attempt to settle the grievance. The parties so designated shall meet and attempt to adjust the grievance in fifteen (15) days from the date the grievance is presented to them.

If the Township or the Union has a grievance, said grievance shall be reduced to writing and presented to the other party within thirty (30) days from the date of the alleged occurrence. The parties so designated shall meet and attempt to adjust the grievance in fifteen (15) days from the date the grievance is presented to them.

STEP THREE: In the event that a satisfactory adjustment cannot be reached between the parties as stated above, the matter in dispute may be submitted to binding arbitration. The Union shall notify the Township Manager in writing within thirty (30) days from the Township Manager's answer to Step Two, that it desires to arbitrate the dispute. The parties shall attempt to agree on the selection of an impartial Arbitrator. If the parties are unable to agree on an Arbitrator within five (5) days after arbitration has been requested, either party may then request the American Arbitration Association, or its successor, to furnish a list of five (5) prospective Arbitrators who are residents of the Commonwealth of Pennsylvania from which list the Arbitrator shall be selected. The parties shall then alternately strike names (a flip of a coin shall determine who strikes first) from said list until one (1) name remains, which person shall be designated as the Arbitrator. Each party shall pay the expense of preparing its own case, and the expense of the neutral arbitrator shall be equally divided between the Township and the Union. The decision of the Arbitrator shall be final and binding on the parties to this Agreement and the aggrieved.

- (C) Grievances within the meaning of this grievance procedure and of this arbitration clause shall consist only of disputes about the interpretation and application of a particular clause of this Agreement and about alleged violations of this Agreement. The Arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement, nor shall s/he substitute his/her discretion for that of the Township or the Union where such discretion has been retained by the Township or the Union, nor shall s/he exercise any responsibility for the functions of the Township or the Union.

ARTICLE VIII
RETIREMENT AND DISABILITY

(A) RETIREMENT

1. The following four subparagraphs shall apply only to police officers hired on or before December 30, 1998:

(a) A police officer having twenty-five (25) years of service and having attained the age of fifty-two (52) years may retire at three quarter (3/4) salary being computed at the average of his/her W-2 salary of their last twelve (12) months of service. This three quarter (3/4) salary shall be comprised of pension benefits in accordance with existing Pension Policy.

The police officer having twenty (20) years of service and having attained the age of sixty (60) years may retire at three quarter (3/4) salary being computed at the average of his/her salary for the past twelve (12) months of service.

The police officer having reached the age of seventy (70) years shall be required to retire. It shall also be the prerogative of the Township to request retirement of the police officer if s/he meets the aforementioned years of service and age schedules, or for grounds set forth in Acts of the General Assembly and Ordinances, or Resolutions and Standard Operating Procedures of West Deer Township. If such request is made, the police officer shall be required to retire within sixty (60) days, if permitted by law.

(b) Upon retirement, the police officer will receive cost of living increases from the Pension Fund. The regularity and amounts of these cost of living increases will be strictly controlled by State and Federal Law governing the management of pension funds. See 53 P.S. Section 771.

(c) Upon retirement, the Township shall pay, on behalf of the retiree and his/her spouse, premiums of the hospitalization plan provided for the active police force for a maximum period of five (5) years, or until the retiree and his/her spouse are eligible for Medicare or similar program, provided: a) this obligation ceases if the retiree takes another full or part-time job; and b) the retiree submits copies of Federal and Pennsylvania Income Tax Returns and W-2 forms upon request by the Township Manager.

(d) The vesting of Retirement of Pension Benefits in accordance with Act 99, December 7, 1979, or with ordinance 138, as amended now or in the future, is a part of this contract and will remain in full force and effect for the duration of this contract.

2. For police officers hired on or after December 31, 1998, all pension benefits will be consistent with Act 600. Those benefits provided shall include, to the extent permitted by Act 600, a COLA.

3. For all police officers, contributions will be determined as follows:

The full-time Police Officers shall contribute to the Plan up to 5% if needed to fund the Plan before the Township can be required to make contributions to the Plan. In determining whether Township contributions or participant contributions are needed, the general municipal pension system state aid related to the Plan received by the Township as a result of the financial requirement of the Police Plan pursuant to Act 205 and the MMO of the Township with respect to the Police Plan shall be considered to have been allocated to the Plan. This shall not require the allocation to the Police Pension Plan of those monies received and the Township may utilize those funds as permitted in accordance with the law. However, in the calculation of participant contributions, if any, the participants will be given credit for the allocation described in this section as if it were allocated to the Plan.

(B) DISABILITY

In the event that the police officer becomes totally and permanently disabled to the extend that s/he is unable to engage in any substantially gainful occupation for which s/he is qualified or may reasonably become qualified, he will be eligible for disability benefits as set forth below:

1. OCCUPATIONAL DISABILITY

(a) Seventy-five (75%) percent of average salary over the past twelve (12) months integrated with any other benefits payable shall be paid from the police pension after the police officer has been deemed totally and permanently disabled for a period of six (6) consecutive months.

(b) The Killed in Service benefit has been assumed by the Commonwealth by Act 51 amended October 07, 2009 and the Township shall have no further responsibility for this benefit.

2. SICKNESS AND NON-OCCUPATIONAL ACCIDENTS

If a police officer becomes disabled as defined above, s/he will be eligible for payment, subject to the rules and regulations of the insuring carrier at the time of the disability, of fifty (50) percent of salary payable after six (6) months total disability and continuing to age sixty-five (65) for sickness and for life in the event of an accident. This benefit shall be integrated with any other benefit provided by the Township. A copy of the policy in effect shall be made a part of this contract and shall govern the operation of this provision.

ARTICLE IX

FUNDS FROM THE STATE TREASURER

Records for sums received from the State Treasurer by the Municipal Treasurer to be applied to police pensions or police benefits shall be made available to the Chairman of the Grievance Committee of the Police Officers upon his request.

ARTICLE X

HOSPITALIZATION/HEALTH CARE INSURANCE

The UPMC PPO Option 5 plan with the plan provisions set forth in the Summary Plan Description attached hereto as Exhibit A, shall be substituted for the current coverage after ratification of both parties. The current dental coverage, Guardian Value Plan, shall remain in effect and the Township will provide, at its expense, vision coverage through the Vision Benefits of America plans consistent with the documents attached hereto as Exhibit B and C. The Life and ADD and LTD benefits will be maintained.

All police officers are to contribute five (5%) percent to the health care premium with a cap of seventy five (\$75.00) dollars for a family plan and a cap of thirty five (\$35.00) dollars for a single plan. This will begin after ratification of both parties.

Any police officer who opts out of the health insurance benefit shall receive \$300.00 per month in lieu of benefits.

Once during the term of this agreement, the Township may change plans and/or carriers to “comparable” coverage. “Comparable” coverage shall mean comprehensively equivalent to – or better than – the existing, aforementioned UPMC PPO Option 5 plan.

When the Township decides to change the plan or carrier, it will provide the union with details of the current plan and the new “comparable” plan. If the union does not agree that the plan or carrier selected by the Township is “comparable,” it will so state, in writing, to the Township within fourteen (14) calendar days of the plan and/or provider being presented to the union by the Township, or such longer period as mutually agreed to by the parties in writing, identifying the reasons. In that event, the Township may not unilaterally implement the proposed new plan and/or carrier provided; 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 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 or provider.

ARTICLE XI

STRIKES

No strikes, work stoppages, slow downs or picketing shall be permitted on the part of the police officers.

ARTICLE XII
LIFE INSURANCE

- (A) Each police officer shall be covered by life insurance benefits in the amount of Fifty Thousand (\$50,000.00) Dollars.
- (B) Each police officer shall be covered by a Twenty Five Thousand (\$25,000.00) Dollars accidental death and/or dismemberment policy.

VACATIONS

- (A) Police officers shall take their vacations between January 1 and December 31 of each calendar year. The number of police officers on vacation at any one time shall be determined by the Chief of Police and shall be based on seniority. Vacation shall be based upon the following schedule.

Employment	0 year to 1 year	none
Employment	1 year to 5 years	2 weeks
Employment	6 years to 10 years	3 weeks
Employment	11 years to 15 years	4 weeks
Employment	16 years to 20 years	5 weeks
Employment	over 20 years	6 weeks

- (B) Payment for vacations shall be computed at the police officer's regular wage and if he/she should resign without a two (2) weeks notice, in writing, will forfeit any vacation. The vacation period for one (1) year shall not accumulate for any other year and may not be postponed beyond the end of any current calendar year.

- (C) At the death of the police officer, his/her personal representative shall be paid that officer's vacation time accrued but not taken for the calendar year in which his/her death occurred.

ARTICLE XIII

SICK LEAVE

- (A) Each officer shall be entitled to sick leave or medical leave with pay for physical incapacity, not incurred in the line of duty except for an incapacity while engaged in outside employment. Medical leave will be defined as leave the officer requires when he/she is not ill but requires time off for surgery or hospital admittance. Medical leave shall include but not limited to eye, mouth surgery and any unforeseen surgical procedures or operations. Each Police Officer shall be entitled to sick leave in the amount of fourteen (14) days per year. Sick leave may be accumulated from year to year up to a maximum of one hundred (100) days. Any days above (100) at the end of the year, the Township will buy back at fifty (50%) percent of the officers daily rate. Upon the retirement, the Township will buy back at sixty (60%) percent of the officers daily rate any accumulated sick time up to (100) days. If there is a sickness or medical leave for three (3) days or more, a doctor's certificate must be presented to the Chief of Police indicating the nature of the illness and the inability of the police officer to work. The Township may require a doctor's certificate any time there is a reasonable basis to believe that an employee is misusing or abusing sick leave
- (B) Each police officer shall not be allowed to receive both Workmen's Compensation and sickness wages from the Township, and in the event that he/she did receive workmen's compensation during a period of sick leave, the workers' compensation benefit must be returned to the Township.

ARTICLE XIV
BEREAVEMENT PAY

Each police officer shall be entitled to a leave of absence of leave of absence of four (4) days in the event of a death in the officer's immediate family or in the event of a death in the spouse's immediate family; and two (2) days for the death of grandparents, aunts and uncles. If the leave days include a weekend or schedule day(s) off no compensation shall be made for these days.

ARTICLE XV
EQUIPMENT ALLOWANCE

- (A) The Township shall provide a beginning police officer the sum of seven hundred fifty (\$750.00) dollars for the purchase and maintenance of necessary uniforms for the first year of service.
- (B) Police officers with more than one year of service shall receive a Uniform allowance of \$775.00 per year. Whether a particular expenditure is an appropriate expenditure under this section shall be decided by the Chief of Police.

ARTICLE XVI
PROMOTIONS

All matters involving promotions shall be within the sole discretion of the Board of Supervisors of the Township of West Deer and the laws duly enacted pertaining thereto. All promotions shall be made in accordance to the merit and promotion policy of the Township.

WAGES

- (A) The base salary shall increase three (3%) percent effective January 1, 2016. The base salary applicable in or after an officer's sixth year of service shall be as follows (rounded to the nearest whole dollar):

2016	\$ 67,217
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- (B) The sergeant rate shall continue to be five (5%) percent over the base salary.

- (C) The percentage step scale for new hires shall remain at the current percentages of the base rate:

65% during the first 12 months of service

80% 2nd year

85% 3rd year

90% 4th year

95% 5th year

100% 6th year

ARTICLE XVII
LONGEVITY PAY

For police officers hired on or before November 1, 2010, longevity will continue to be available under this Article. The police officer shall receive longevity pay in the sum of five dollars (\$5.00) per month for each year of service beginning with the fifth year and continuing thereafter. Said longevity pay shall not exceed the sum of eight hundred (\$800.00) dollars for any one person. No police officer hired on or after November 1, 2010 shall be eligible for longevity.

ARTICLE XVIII
MANAGEMENT RESPONSIBILITY CLAUSE

- (A) It is agreed that the customary and usual rights, powers, functions, authority of Management are vested in the Board of Supervisors. Included in these rights are: The right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action. The Board of Supervisors shall retain the right to maintain efficiency of the Police Department by determining the methods, the means and personnel by which such operations are conducted and shall also have the right to take whatever actions may be necessary to carry out the assigned missions in an emergency situation.
- (B) It is understood that the police officer waives no rights granted him/her by Legislation.

ARTICLE XIX

PAID HOLIDAYS

- (A) The following shall be construed to be holidays and if the police officer is scheduled to work, s/he shall be paid the rate of time and one-half his/her regular wage; said amount to be included in the pay period in which the holiday occurs:

New Years Day	Labor Day
Employees Birthday	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas
Columbus Day	Martin Luther King Day
Veterans Day	2 Personal Days

- (B) By November 15 of each year, every police officer shall receive a day's pay for each of the above holidays. The police officer cannot take a personal day or a vacation day on any of the above holidays if s/he is scheduled to work and remain eligible for the time and one-half holiday pay. In the event an officer discontinues employment, that officer shall be obligated to repay the Township for each such holiday.
- (C) Personal holidays shall be scheduled at a time mutually agreeable to the police officer and the township. Personal days may not be accumulated and must be taken in the year in which they are granted. Personal days shall not be compensated for, as a holiday when requesting holiday payment.

ARTICLE XX

MISCELLANEOUS

- (A) Police officers required by the Township to attend classes or other training for time actually spent at such classes sessions on their off-duty hours will be compensated at their regular hourly rates.
- (B) If feasible, one police officer shall be appointed to the Police Pension Board.
- (C) Drug Testing – The Township shall have the right to implement post accident and random drug testing. The drug testing may be conducted by a party contracting to provide such services, shall provide for split-sample testing and shall not be implemented in a fashion which would require random testing of employees while on off-duty time. When an officer is required to submit to drug testing, another officer from the prior shift shall be held over if needed to maintain appropriate staffing at the Chief's discretion.

ARTICLE XXI

DURATION

The Agreement shall become effective January 1, 2016 and remain in effect through December 31, 2016.

EXECUTED THIS 21st day of October 2015, intending to be legally bound hereby.

WEST DEER TOWNSHIP BOARD
SUPERVISORS

ATTEST:

Township Manager

SEAL

GENERAL TEAMSTERS LOCAL
UNION NO. 249

