

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWNSHIP OF INDIANA

and

POLICE OFFICERS OF TOWNSHIP OF INDIANA

2018 through 2021

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made this 12th day of September, 2017, by and between the TOWNSHIP OF INDIANA, a municipal corporation of the County of Allegheny and Commonwealth of Pennsylvania (the Municipality), and the INDIANA TOWNSHIP POLICE OFFICERS ASSOCIATION (the Police Officers), through their duly designated bargaining representatives, pursuant to Act No. 111 of the General Assembly of the Commonwealth of Pennsylvania, approved June 24, 1968.

ARTICLE I - INTENT

It is the intention of this Agreement to set forth the terms and conditions of employment of Police Officers, adopted by the Municipality and the Police Officers, as a result of their collective bargaining initiated, pursued and concluded in accordance with the aforesaid Act No. 111. The parties bargained in good faith through their respective representatives and the settlements attained by the representatives have been approved by appropriate action of the lawmaking body and of the force of Police Officers.

ARTICLE II - SCOPE OF AGREEMENT

Meaning of Police Officer: The term Police Officer denotes actively employed police of the Municipality regularly scheduled to work forty (40) hours per week. That term does not include part-time police, extra police, auxiliary police, or any non-uniformed personnel or any persons, such as radio operators, whose functions are only incidental to those of Police Officer. The terms Police Officer, Patrolman and employee shall mean one of the Police Officers.

ARTICLE III - RATES OF PAY

The rates of pay for the classifications of Lieutenant, Sergeant, Senior Patrolman, and Patrolman to be effective for the calendar years 2018, 2019, 2020, and 2021 are as follows:

Senior Officer (Hired Prior to 1/1/2014)

CLASSIFICATION	2018	2019	2020	2021
Lieutenant	\$93,777	\$96,590	\$99,488	\$102,473
Sergeant	89,517	92,202	94,968	97,817
Senior Officer	85,252	87,809	90,444	93,157

Officer (Hired after 1/1/2014)

Lieutenant	75,000	77,250	79,567	\$81,954
Sergeant	71,215	73,351	75,552	77,818
Off. (36+ mos.)	67,425	69,448	71,531	73,677
Off. (24 mos.)	56,273	57,962	59,700	61,491
Off. (12 mos.)	50,696	52,217	53,783	55,397
Probation Rate (1 to 12 mos)	45,984	47,363	48,784	50,248

An increase in a Patrolman's rate of pay as a result of the completion of 12, 24 or 36 months of service shall be effective as of the day which is the Patrolman's anniversary date.

A police officer designated as School Resource Officer shall be compensated at a rate 3.5 percent above said officer's rate as set forth in this Agreement.

ARTICLE IV - HOSPITALIZATION, MEDICAL & DENTAL INSURANCE

The Township acknowledges the current Highmark PPO coverage. Said coverage is as follows:

- a. The Municipality shall provide for each Police Officer and his/her eligible dependents hospitalization and medical-surgical benefits.
- b. The Municipality will provide a high option dental plan of insurance for all Police Officers and their eligible dependents.

- c. The Municipality will provide a basic prescription drug program for all Police Officers and their eligible dependents.
- d. The Municipality will provide a high-option vision care plan of insurance for all Police Officers and their eligible dependents. The vision care plan will be that available from the Municipal Employees Insurance Trust or its equivalent.
- e. Effective January 1, 2008 and annually thereafter effective January 1st of each succeeding year, on a cumulative basis, each full-time police officer receiving hospitalization/prescription drug coverage, dental coverage and vision coverage shall be required to pay fifteen percent (15%) of the annual increase in the cost of such coverages over the cost of such coverages in calendar year 2007, at the applicable level of coverage (eg, Individual, Family, etc.) through pro-rata monthly payroll deductions. The amount of the contribution will be capped at \$100 per pay period. Accordingly, police officers would not be required to contribute in any year when the cost for such coverages is equal to or below the applicable 2007 rates.

In addition, the Township shall have the right to change such insurance coverages to plans and/or providers which constitute substantially comparable coverage. Substantially comparable as used in this provision does not mean exactly the same. The Union, however, retains the right to grieve the Township's determination that a change provides substantially comparable coverage. If the Union does not agree that the plans and/or providers selected by the Township are substantially comparable, the Union will so state, in writing, to the Township. In that event, the Township may not unilaterally implement the change; however, in the absence of agreement, the parties immediately shall process the dispute before a neutral arbitrator selected pursuant to the arbitration step of the grievance procedure for expedited determination. The expedited decision of the arbitrator as to whether the providers and/or plans proposed by the Township are or are not substantially comparable, shall be issued within forty-five (45) calendar days of the Unions written notice contesting the providers and/or plans selected and shall be final and binding as a determination of whether the Township is or is not authorized to select such providers or implement the proposed plans.

- f. Provided membership in such plans is not specifically disallowed by a plan underwriter, a Police Officers who retires after December 31, 1980, shall be permitted to elect to remain in the hospitalization and medical group insurance plan after his retirement, and the Municipality will pay the difference in premium, if any, over that of a regular, full-time officer for as long as said retiree opts to remain within the Township's health insurance program.
- g. Police officers retiring after January 1, 1995, and who do not elect to exercise their federal statutory right, currently set forth in 42 U.S.C. Section 300bb-1, to purchase continued coverage under the health insurance plan provided pursuant to this Agreement, shall be eligible to receive up to \$100.00 per month reimbursement, until such time as the retiree becomes eligible for Medicare, for the cost of health care insurance purchased by the retiree from a community rated or private insurance plan.
- h. Any eligible full-time employee who waives the benefits provided in this section will receive instead a sum equal to fifty percent of the appropriate premium cost. This sum, to be paid in lieu of health benefits, shall be paid monthly. Anyone waiving said benefits can rejoin the plan, subject to the regulations applicable to said plan, effective with the beginning of the following month for non-medical reasons, such as the death, lay-off, discharge, or other loss of benefits by a person on whom the employee was relying for benefits or where a divorce or separation is shown to cause the cessation of benefits to the employee.

ARTICLE V - HOLIDAYS & PERSONAL DAYS

- a. Days Observed: The Municipality will recognize 14 holidays during the calendar year: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day and 3 employee personal days (which a Police Officer may take off at his option and with prior approval of the Chief of Police or the Township Manager).

- b. Holiday Pay: In November of each year, each Police Officer shall be paid a lump sum equal to his straight time hourly rate times 88, 96, 104 or 112 hours, depending on whether or not a Police Officer actually takes off one or more personal days. In addition, each policeman who actually works a regularly scheduled 8, 10 or 12 hour shift on one of the 12 holidays, shall be paid for four (4) additional hours at his straight time hourly rate on the pay day for that period.

ARTICLE VI - VACATIONS

- a. The length of a Police Officer's vacation is determined with reference to his longevity date, defined as the first day of regular, uninterrupted service. During each calendar year beginning with the calendar year following the first anniversary of a Police Officer's longevity date, the Police Officer shall be entitled to 5 days of vacation with pay.

During each calendar year beginning with the calendar year of the second anniversary of a Police Officer's longevity date, the Police Officer shall be entitled to 10 days of vacation with pay.

During each calendar year beginning with the calendar year of the fifth anniversary of a Police Officer's longevity date, the Police Officer shall be entitled to 15 days of vacation with pay.

During each calendar year beginning with the calendar year of the tenth anniversary of a Police Officer's longevity date, the Police Officer shall be entitled to 20 days of vacation with pay.

During each calendar year beginning with the calendar year of the Police Officer's fifteenth anniversary of said Police Officer's longevity date, the Police Officer shall be entitled to 25 days of vacation with pay.

During each calendar year beginning with the calendar year of the Police Officer's twentieth anniversary of said Police Officer's longevity date, the Police Officer shall be entitled to one additional day per year added to the 25 vacation days accrued to a maximum total of 30 days of vacation with pay.

Vacations may not be accumulated to future years.

- b. A Police Officer who retires and has accrued vacation days shall be paid for such accrued vacation days at his straight time hourly rate.

ARTICLE VII - LEAVES

General: The leave benefits set forth in this Agreement are not to be interpreted as a right of the employee, but rather as a privilege not to be abused. The leaves described herein apply only to regular employees, except that a probationary employee may be granted bereavement and funeral leave, normal sick leave, or paid leave at the discretion of the Township Manager or Chief of Police.

Bereavement and Funeral Leave: Bereavement leave with pay is limited to 3 days. The Police Officer should report the need for such leave to the Township Manager or Chief of Police as soon as possible, and the Police Officer must provide confirmation, in a form satisfactory to the Township Manager and Chief of Police, that he/she attended the funeral. If particular circumstances require an absence of more than 3 days, the Police Officer may have the additional days, but not as part of his/her bereavement leave, and his/her pay will be docked for any absence in excess of 3 days. The Police Officer's immediate family is defined as and shall be limited to spouse, father, mother, sister, brother, child, stepchild, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law or brother-in-law. A Police Officer shall be granted one day of funeral leave with pay in order to actually attend the funeral of a

deceased uncle, aunt, near relative who resides in the same household, nephew, niece, son-in-law, daughter-in-law, and grandparent-in-law. Any bereavement leave, as defined herein, shall include any shift, a majority of which is scheduled on the day of said funeral.

Disability Leave: A disability leave with pay shall not begin until a maximum of thirty (30) normal sick/leave work days are exhausted. The disability leave will begin on the day after a maximum of thirty (30) accumulated normal sick/leave days are exhausted and shall continue until the earlier of six (6) calendar months after the police officer reported off sick or the day that the police officer reports back to work. Thus, a police officer's full disability would be: full pay for each day of accumulated sick/leave up to a maximum of thirty (30) days, then full pay for the next three (3) months thereafter, then half pay for each day thereafter until the day that is six (6) months from the date that the police officer first reported off sick. Under no circumstances will a police officer be required to utilize more than thirty (30) days of accumulated normal sick/leave days before receiving the disability leave as set forth herein.

For the purpose of this section, disability shall be determined according to the definition of disability set forth in the Disability Insurance plan provided pursuant to Article XVI of this Agreement.

Normal Sick Leave: During each year of the Agreement, a Police Officer shall earn 10 days of sick leave effective January 1st of each calendar year. Unused sick days earned during any calendar year may be accumulated to a maximum of 240 days, provided that any Police Officer who, as of the date of this Agreement, has accrued sick leave in excess of 240 days shall not forfeit such excess leave but have it purchased back as hereinafter provided.

When a Police Officer is off work due to either sickness or accident, his/her time off

shall first be charged against the days accumulated in the year in which the sickness or accident occurs. All other sick time shall be deducted from the officer's accrued sick leave.

Sick leave for up to 3 consecutive workdays will be permitted on the word of the Police Officer that he/she was sick, if he/she reports to the Township Manager or Chief of Police on the first day of the absence. Repeated failure of a Police Officer to report to the Township Manager or the Chief of Police may result in withholding sick pay. If a single sickness involves 3 or more consecutive workdays, a doctor's certificate must be furnished, if requested by the Township Manager or Chief of Police. Sick leave shall not be used merely to get a paid day off.

Sick leave earned but not used in any year in excess of the maximum accrual of 240 days shall not be carried forward to the succeeding year. Such excess sick leave shall be determined as of December 31 of each year and shall not exceed 10 days. The Township shall pay each Police Officer fifty percent of his normal wage rate for each day of such excess unused sick leave on the pay day covering the first full pay period of January of the succeeding year. A Police Officer who voluntarily resigns, retires or is medically discharged prior to December of each year shall be paid for all excess sick leave and accrued sick leave at a rate of fifty percent of their final wage rate in their final pay check. To the extent permitted by law, any such payments shall be included in the determination of a retiring Police Officer's final pension benefit. A Police Officer terminated for any other reason shall not be eligible for payment for unused excess sick leave.

ARTICLE VIII - OVERTIME & LONGEVITY

- a. Overtime: There shall be no overtime on overtime. The hours over a regularly scheduled shift worked in any one day are paid as overtime hours whether or not a Police Officer works 40 hours in the week. If a Police Officer gets paid

daily overtime for such hours, he will not also get weekly overtime for the same hours. Overtime shall be computed by adding the hours over a regularly scheduled shift each day and then adding the total hours worked in the week. Forty is subtracted from the latter figure and overtime shall be paid for all hours worked in excess of 40 compensatory hours in any week. At the officers option, comp time, at the overtime rate, can be substituted for overtime pay up to a maximum of 160 hours. The comp time shall carry over from year to year, and the use of comp time by an officer cannot create additional cost, in the form of overtime or the payment of a rate higher than the regular rate of said officer utilizing comp time. If an officer is denied comp time for said reason, at said officer's option, he may choose payment of said hours.

- b. Longevity Pay: Longevity pay is a way of recognizing a Police Officer's service to the Municipality and, like vacations, it depends on the length of continuous service and applies only to regular employees. Continuous service shall mean the most recent period of uninterrupted service with the municipality. Each Police Officer shall receive annual longevity pay in the amount of \$50.00 for each year of continuous service, beginning on the first anniversary of the longevity date, defined as the first date of regular, uninterrupted employment. In addition, a Police Officer with more than 15 years of continuous service shall receive an additional \$600.00 longevity pay. No longevity pay shall exceed \$1,350.00 annually for any one Police Officer.
- c. Meal Allowance: A meal allowance of \$15.00 shall be paid to a Police Officer who attends schools or seminars approved by the Township in which a meal is not provided.

ARTICLE IX - OFF DUTY HEARINGS & MEETINGS

- a. Off-duty Police Officers required as a result of activities in their employment to appear: (1) before the Allegheny County Court of Common Pleas; (2) in the office of the Allegheny County District Attorney; (3) before a District Magistrate or (4) in any meeting relating to Municipality business which a

Police Officer is requested by the municipality to attend, shall be entitled to have all such appearances counted as hours worked for purposes of daily or weekly overtime compensation in conformity with the provisions of Article VIII (Overtime & Longevity) of this Agreement.

ARTICLE X - SCHOOLS

- a. Police Officers who have been ordered to attend schools will receive regular pay for such duty in conformity with the provisions of Article VIII (overtime and longevity) of this Agreement.
- b. A Police Officer who wants to attend a program or course relating to the skills and duties of a Police Officer may request that he/she be authorized to attend such program or course either during his/her regular working days or scheduled off days. If a Police Officer obtains such authorization from the Chief of Police and the Township Manager, he/she shall be compensated as in paragraph (a).
- c. Each Police Officer shall be required to attend a mandatory 24 hours of training provided through the Police Academy and/or related agencies. These 24 hours of training are not to include CPR or firearms training, but are to include continuing education and training in areas such as the Pennsylvania Vehicle Code and Crime Code, as well as related matters. These 24 hours of training will be paid for by the Municipality, and will be subject to the approval of the Chief of Police.
- d. Any shift cuts necessary to effectuate the provisions of this Article X shall be made at the discretion of the Township Manager and/or the Chief of Police.

ARTICLE XI - LAYOFFS AND SCHEDULING

If it is necessary to reduce the working force, all part-time Police Officers shall be laid off before any regular Police Officer. If it becomes necessary to lay off any regular Police Officer, seniority shall prevail.

Part-time officers are to be utilized, when available, to fill in for regular full-time officers when said officers are unavailable for shifts due to leave, training, or other absences. They are not to be utilized to avoid hiring a full-time officer to fill available shifts, and if overtime cannot be avoided, said overtime must be offered first to available regular full-time officers on a seniority basis. Any reductions in the number of shifts scheduled on the police schedule will be considered a change in working conditions and must be negotiated with the bargaining unit.

ARTICLE XII - GRIEVANCES

- a. Should any differences or disputes arise between the Municipality and any Police Officer with respect to the interpretation or application of any of the provisions of this Agreement, there shall be no suspension of work on account of such differences and an honest effort shall be made to settle such difference immediately by the procedure set forth below.
- b. The Police Officers shall designate to the Township Manager a Grievance Committee composed of not more than 2 Police Officers, one of whom shall be designated as Chairman.
- c. The Police Officer and the Municipality shall make an honest effort to adjust all grievances and disputes concerning interpretation or application of this Agreement, and when a joint decision is reached at any stage of the procedure, such decision shall be reduced to writing, signed by both parties, and the aggrieved party, and thereafter be binding on all parties in the case, and the case may not be reopened except by mutual agreement. Such grievances and disputes shall be handled in the following manner:

- Step 1. The Police Officer or Police Officers concerned in the grievance or dispute shall take the matter up with the Chief of Police or his designee for settlement within 72 hours after the alleged occurrence, holidays excepted. If the parties fail to agree or the Chief of police fails to give an oral answer to the grievance within 3 scheduled working days after the grievance is made, the grievant shall reduce the grievance to writing and the grievance Committee, if it finds merit in this grievance, may submit it to the Township Manager.
- Step 2. Such grievance must be submitted to the manager within 6 scheduled working days of its alleged occurrence, and shall be considered at a meeting of the Township Manager, the Grievance Committee, and the aggrieved Police Officer. The Manager may render a written decision within 3 working days of such meeting to the aggrieved Police Officer. If this is not met, the grievance shall be deemed to be denied and the grievance shall move to the next step.
- Step 3. If the grievance is not settled in Step 2 above, the Police Officer shall notify the Municipality in writing within 3 scheduled working days of the written answer being given in Step 2 above, that the answer is unsatisfactory to the Police Officer and requesting a meeting with the Supervisors of the Municipality. The Chairman of the Grievance Committee and authorized representative(s) of the Supervisors may meet within 10 scheduled working days after such written request for the purpose of attempting to settle the grievance. The Supervisors may answer the grievance in writing within 10 scheduled working days after such meeting. If this is not met, the grievance shall be deemed to be denied and the grievance shall move to the next step.
- Step 4: If the grievance is not settled in Step 3 above, and if the issue involves the interpretation or application of the provisions of this Agreement, the Police Officer shall advise the Grievance Committee which may give notice of intent to appeal the case to an Arbitrator, which must be given in writing to the municipality within a period not to exceed 15 calendar days after Step 3 above, including any extension thereof. If the parties cannot agree on the selection of an

Arbitrator within 10 calendar days of the notice, either party shall have the right to request the Pennsylvania Bureau of Mediation to submit a panel of prospective Arbitrators. The Bureau of Mediation shall submit to the parties the names of 7 Arbitrators. Each party shall alternatively strike a name until one name remains. The Municipality shall strike the first name. The person remaining shall be the Arbitrator. The Arbitrator shall not, however, have the power to alter, disregard or amend any of the provisions of this Agreement. Any grievance not acted upon within the time limits prescribed in Step 2 and through Step 4 shall be deemed to be conceded by the party failing to act within the time limits, unless such time limit has been extended by mutual agreement in writing.

- d. Any fee, salary or expense incident to the services of an Arbitrator acting pursuant to this Agreement shall be chargeable equally to the Municipality and the Police Officer. No additional charges, such as for reporter service, shall be shared equally unless mutually agreed upon by the parties. The decision of the Arbitrator shall be final and binding on all parties to the Agreement and the Police Officer involved.
- e. Every grievance shall be submitted in writing to the Municipality within 6 scheduled working days after occurrence, otherwise it shall be deemed to have been waived.
- f. The time limits herein provided may be extended by mutual agreement in writing signed by both parties.

ARTICLE XIII - UNIFORMS

The uniform allowance shall be \$775.00 per year for the duration of this Agreement. A Police Officer may utilize a portion of the annual uniform allowance for dry cleaning expenses on his personal uniform items only. For each year of this Agreement, a Police Officer may carry over a maximum of \$500.00 from amounts unused in the previous year. The Township shall be responsible, over and above said uniform allowance, for the purchase and replacement of body armor, which shall meet the National Institute of Justice (N.I.J.) standards for Concealable

body armor, for each regular full-time Officer. Additionally, new full-time Police Officers shall be fully outfitted, as determined by the Chief of Police and Township Manager, by the Township. When said hiring occurs, said new employees shall not receive a uniform allowance in his first calendar year of service. The Township shall replace any uniform items damaged while on duty, separate and apart from said uniform allowance. The Chief of Police and Township Manager must verify any said damage and reimbursement.

ARTICLE XIV - POLICE PENSION PLAN

Employees shall be covered by the provisions of the Police Pension Plan Document for Indiana Township which has been further amended under this contract to reflect the following:

Participants hired after 1/1/2014 must work 25 years full-time with a minimum age of 55 to receive full benefits.

The Municipality will make available to each Police Officer the opportunity to participate in an employee contribution plan under the provisions of Section 414(h) (2) of the U. S. Internal Revenue Code.

XV - FALSE ARREST INSURANCE

Police Professional Liability Insurance will be provided by the municipality, including false arrest insurance, to a maximum of One Million Dollars (\$1,000,000.00).

ARTICLE XVI - SERVICE & NON-SERVICE CONNECTED DISABILITY PLAN

- a. The municipality shall provide all Police Officers with a service-connected total and permanent disability pension as is specified in the Police Pension Plan for Indiana Township. Service-connected total and total and permanent disability pension eligibility shall involve no minimum years of service or minimum age.

- The municipality shall provide all Police Officer with a service and non-service connected long-term disability benefit plan available from the Municipal Employers Insurance Trust.
- c. Said plan shall provide a minimum of 66 and 2/3 percent of the officer's base wages during the term of this Agreement.

ARTICLE XVII - SPECIAL RETIREMENT PAYMENT

Upon retirement, pursuant to the Police Pension Plan, an employee shall be eligible to be paid a special retirement payment calculated and paid at 50% of his regular straight time daily wage times the number of accrued unused sick leave days earned as of the date of such retirement.

ARTICLE XVIII - EDUCATIONAL AND HEALTH INCENTIVE PAY

- a. Each Police Officer who is able to secure the Degree of Associate in Administration of Justice or Criminal Justice, and who acquires not less than 60 college level credits shall thereupon be entitled to a special salary increment calculated at the rate of \$250.00 per calendar year.
- b. Each Police Officer who is able to secure the Degree of Bachelor of Administration of Justice or Police Science, and who acquires not less than 120 college level credits shall thereupon be entitled to a special salary increment calculated at \$400.00 per calendar year.
- c. The special salary increments payable under (a) and (b) above shall not be combined and in no event shall any yearly increment exceed \$400.00.
- d. Any regular full-time Police Officer who joins an accredited health club or gymnasium shall be reimbursed \$150.00 annually toward the cost of said membership.

ARTICLE XIX - PRIVATE VEHICLE USE

A Police Officer shall be reimbursed at the rate permitted by the Internal Revenue Service as the maximum standard mileage allowance as a business deduction for authorized travel involving the use of his privately owned motor vehicle. A Police Officer shall not be reimbursed for travel commuting to or from work or for attending meetings for which compensation is received. Any such reimbursable costs shall be reimbursed immediately from the Municipality's petty cash fund.

ARTICLE XX - LIFE INSURANCE

The Municipality shall provide each Police Officer with a group term life insurance policy of \$50,000.00 during each year of this agreement.

ARTICLE XXI - MAIL DELIVERY

Inter-township office mail and/or United States Mail shall be picked up and/or delivered by Police Officers, as time permits. Police Officers so responsible shall make a good-faith determination of whether there is sufficient time available to make such deliveries, after first taking into consideration those regular police duties that are to be performed.

ARTICLE XXII - RESIDENCY

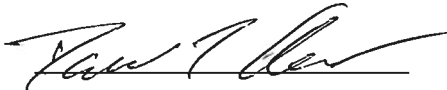
A Police Officer hired by the Township of Indiana must have his or her residence within 20 air miles of the Indiana Township Municipal Building. A probationary employee shall be granted a reasonable period of time by the Municipality to comply with said clause. A reasonable period of time is defined as a minimum of six months to comply with said clause.

ARTICLE XXIII - TERM

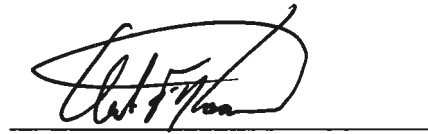
This Agreement shall become effective on January 1, 2018, and shall remain in full force and effect for an initial term expiring December 31, 2021. This Agreement shall terminate on that date if either the Municipality or the Police Officers shall within the time limitations provided by Act No. 111 or such amendatory or successful legislation as shall govern collective bargaining for police, institute and pursue the action necessary for the adoption of a new collective bargaining agreement to be effective during the ensuing calendar year or calendar years. If such action shall not be instituted and pursued, this Agreement shall be automatically renewed for an additional term of one calendar year. It shall be likewise automatically renewed for successive one calendar year terms as long as such action shall not be instituted and pursued during the preceding calendar year.

ATTEST:

TOWNSHIP OF INDIANA



Daniel L. Anderson
Township Manager



Mayor, Board of Supervisors

(See following page for Police Signatures)

INDIANA TOWNSHIP POLICE

Stef Cucci
Timothy Mich
DR

Jan 4 Byle
R. Thompson