

AGREEMENT
BETWEEN THE
NORTHERN REGIONAL POLICE DEPARTMENT BOARD
AND THE
NORTHERN REGIONAL POLICE ASSOCIATION

Originally Effective

2013 - 2014 - 2015

Hereby Extended Effective

January 1, 2016 - December 31, 2020

MEMORANDUM OF UNDERSTANDING

CONTRACT EXTENSION

Whereas, the Northern Regional Police Department Board ("NRPD") and the Northern Regional Police Association ("Union") have engaged in "Early Bird" negotiations on an extension to the current (2013-2015) collective bargaining agreement;

NOW, THEREFORE, intending to be legally bound, the parties hereby agree the extended collective bargaining agreement shall provide the following terms and conditions.

- Term: Five Years - January 1, 2016 through December 31, 2020.
- Officer Base Salaries

2016	2017	2018	2019	2020
2.75%	2.75%	2.75%	2.75%	2.75%
\$2,267.43	\$2,329.78	\$2,393.85	\$2,459.68	\$2,527.32
\$84,719.43	\$87,049.21	\$89,443.06	\$91,902.74	\$94,430.06

- Salaries for Officers hired after January 1, 2013:

2016 - 2020

1 st Year:	\$43,050
2 nd Year:	\$47,150
3 rd Year:	\$53,300
4 th Year:	\$60,475
5 th Year:	\$68,675
6 th Year:	\$76,875
7 th Year:	Full Base Rate

- DROP:

Effective January 1, 2016 addition of a three year DROP beginning when an officer reaches his/her Normal Retirement Date, or in the case of officers hired prior to January 1, 2013 upon obtainment of at least age 52 and a minimum of 25 years of service. The DROP program shall include the following provisions:

- (a) Annual open enrollment period (July 1st - December 31st) subject to the following maximum DROP participation period.

<u>DROP Commencement Occurring In</u>	<u>Maximum DROP Participation Period</u>
Initial Open Enrollment Period	3 Years
Second Open Enrollment Period	3 Years
Third Open Enrollment Period	2 Years
Fourth Open Enrollment Period	1 Year
Fifth Open Enrollment Period	Not Eligible

- (b) Elimination of COLA calculations during period of DROP participation
- (c) Uniform purchases during an officers participation in the DROP shall be approved in advance by the Chief of Police.
- (d) The terms and conditions of the DROP shall be stated and further described in an amendment to the NRPD Pension Plan which shall be prepared by the actuary and submitted to the Officers Association.

- Affordable Care Act - Cadillac Tax

If the NRPD 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 NRPD will give the Union written notice of that fact and the parties will immediately meet to discuss changes in the plan design, plan and/or plan carrier in order to avoid the imposition of the tax. If no agreement is reached within fourteen (14) days of the NRPD's written notice to the Union regarding this issue, then the parties will proceed to an expedited arbitration proceeding with an arbitrator selected pursuant to the terms of the Collective Bargaining Agreement's grievance and arbitration procedure. The sole purpose for that expedited arbitration proceeding will be for the arbitrator to modify the plan, plan design and/or plan carrier in order to eliminate the exposure to the Cadillac Tax. The decision of the arbitrator on this issue shall be issued within forty-five (45) calendar days of the NRPD's written notice that the plan is subject to the "Cadillac Tax."

Notwithstanding any other language in this Agreement regarding employee health contributions, in no event shall any employee contribute more than the maximum amount deemed affordable under applicable Affordable Care Act provisions and regulations in effect at the time of the contribution.

- Section XI: Dispute Resolution shall be amended as follows:

11.2 Definition - A grievance is a dispute concerning the interpretation, application or alleged violation of the expressed terms of this Agreement and all matters of discipline. There shall be no discipline except for just cause.

11.3 Grievance Procedure -

Step 3 - If the Grievance Committee is not satisfied with the disposition of the grievance at the second step, or if no decision is received within the time period prescribed in Step 2, it may be appealed to arbitration within five (5) business days after receiving a decision at the second step or when the second step decision is due. A request for arbitration may be initiated by the Grievance Committee serving upon the Joint Police Board a notice in writing of an intent to proceed to arbitration. Upon receipt of a notice requesting arbitration, the parties shall meet to select an Arbitrator. If the parties cannot agree on the selection of a neutral Arbitrator, the parties shall request a list of seven (7) local Arbitrators from the American Arbitrators Association, who are approved by the National Academy of Arbitrators. The parties shall strike names from the list of Arbitrators with the Police Board striking first until one (1) name remains. Thereafter, the parties will alternate the right to strike first. The American Arbitrators Association will be notified of the Arbitrator selected and the hearing shall be held on a date and time and at a location mutually agreed upon by the Joint Police Board and the Grievance Committee. The parties shall bear the expenses of preparing and presenting their respective cases.

- All other provisions of the current (2013-2015) Collective Bargaining Agreement remain unchanged.

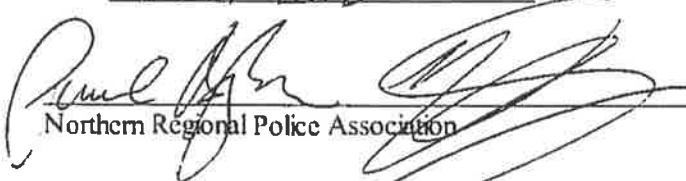
This written Memorandum of Understanding contains the entire agreement between the parties regarding this matter and supersedes any and all other agreements or understanding, whether oral or written.

The parties affirm that they have read and understood this Memorandum of Understanding, have had the opportunity to discuss it with legal counsel and are authorized to legally bind the party on whose behalf they have signed.



Northern Regional Police Department Board

Date: 07.17.2015



Northern Regional Police Association

Date: 7-8-15

MEMORANDUM OF UNDERSTANDING
TO CORRECT THE PENNSYLVANIA AUDITOR GENERAL'S OBSERVATION
ON THE POLICE PENSION. SECTION VIII 8.1 c - EMPLOYEE CONTRIBUTIONS

8.1 c Employee Contributions

- i. Effective for Employees hired prior to January 1, 2013, each Participant shall as a requirement of participation pay regular contributions to the Pension Fund in an amount equal to five percent (5.0%) of the Participant's annual Compensation. Notwithstanding the above, each Participant will not contribute to the Pension Fund an amount greater than five percent (5%) of the Participant's annual Compensation. Each Participant shall complete the necessary forms to authorize of the payment of Participant contributions by way of payroll deduction. The Participant Contributions required under this Section shall be "picked up" by the Employer and shall be treated as Employer contributions pursuant to Code Section IRS 414(h)(2).
- ii. Effective for Employees hired on or after January 1, 2013, each Participant shall as a requirement of participation pay regular contributions to the Pension Fund in amount equal to five percent (5.0%) of the Participants annual base salary Compensation. Notwithstanding the above, each Participant will not contribute to the Pension Fund an amount greater than five percent (5%) of the Participant's annual base salary. Each Participant shall complete the necessary forms to authorize of the payment of Participant contributions by way of payroll deduction. The Participant Contributions required under this Section shall be "picked up" by the Employer and shall be treated as Employer contributions pursuant to Code Section IRS 414(h)(2).


iii. Reduction of Participant Contributions - Notwithstanding the preceding section 8.1

c, payments into the Pension Fund by Participants may be reduced below the minimum percentages prescribed in Section 8.1 c, or may be eliminated, provided:

1. The current actuarial study indicates that the condition of the Plan is such that contributions may be reduced or eliminated;
2. Contributions by the Employer will not be required to keep the Pension Fund actuarially sound; and
3. Any reduction or elimination of contributions is authorized on an annual basis by an Ordinance or Resolution of the Employer.

This written Memorandum of Understanding contains the entire agreement between the parties regarding this matter and supersedes any and all other agreements or understanding, whether oral or written.

The parties affirm that they have read and understood this Memorandum of Understanding, have had the opportunity to discuss it with legal counsel and are authorized to legally bind the party on whose behalf they have signed.



Northern Regional Police Department Board

Date: 08.26.2015



Northern Regional Police Association

Date: 8/27/15 8-31-15

FINAL

**AGREEMENT
BETWEEN THE
NORTHERN REGIONAL POLICE DEPARTMENT BOARD
AND THE
NORTHERN REGIONAL POLICE ASSOCIATION
FOR**

2013-2014-2015

November 29, 2012

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AGREEMENT SUMMARY AND APPROVALS

Agreement dated this 29 day of ~~NOVEMBER~~ 2012 by and between the Northern Regional Police Department Board and the members of the Northern Regional Police Association.

Witnesseth

WHEREAS, the members of the Northern Regional Police Association ("Association" or "Union") and the Northern Regional Police Department Board ("Joint Police Board") wish to continue the operation of the police force in the same spirit of community service and cooperation which has been the hallmark of such Force;

WHEREAS, the Police Negotiating Committee has been duly elected to represent the members of the Northern Regional Police Association;

NOW THEREFORE, in consideration of these premises, and the obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties do hereby agree as follows:

Section I. SALARIES AND OTHER DIRECT MONETARY COMPENSATION

1.1 Full-Time Officer Wage Schedule

For full-time officers hired before January 1, 2013 the wage schedule, starting from the 2012 value (\$76,566.13) pursuant to the agreement of September 2010, shall be increased for the years 2013, 2014 and 2015 as follows:

January 1, 2013	\$78,174.02	2.1%
January 1, 2014	\$80,128.37	2.5%
January 1, 2015	\$82,452.09	2.9%

1.2 New Full-Time Officer Salaries for Officers Hired on or after January 1, 2013

New Officer Salaries

2013-2014-2015

1 st year:	\$42,000
2 nd year:	\$46,000
3 rd year:	\$52,000
4 th year:	\$59,000
5 th year:	\$67,000
6 th year:	\$75,000
7 th year:	Refer to 1.1

1.3 Lieutenant and Sergeant

For all persons promoted to the positions of Lieutenant or Sergeant as of the effective date of this agreement the following:

- a. A Lieutenant will receive a 12.0% differential based on the top pay grade of an officer.
- b. A sergeant will receive an 8.0% differential based on the top pay grade of an officer.

1.4 Detective

The Joint Police Board may, upon the recommendation of the Chief of Police, appoint an officer to the position of "Detective". The duties of such Detective Shall be determined and assigned by the Chief of Police. The Detective shall receive a wage with a four (4%) percent additional differential based on the top pay grade of an officer. The Detective may utilize up to seventy-five (75%) percent of his individual uniform and equipment allowance, as set forth in Section IX of the Agreement, toward the purchase of plainclothes items necessary for duties as Detective.

1.5 Longevity

Longevity compensation will be paid on the following schedule:

See attached schedule.

The longevity compensation will be effective on the anniversary date of full-time, continuous service employment and will be paid with the first regular pay period thereafter.

1.6 Officer in Charge (O.I.C.) Wage

Every effort shall be made to insure that a supervising officer is scheduled for every shift. In the instances where this is not practicable, the senior patrol officer on the shift shall serve as the "Officer in Charge" of the shift and shall receive compensation at 106.0% of his or her applicable rate.

The Chief of Police shall have the right, with cause, to prohibit a patrolman from serving as an "Officer in Charge." Any patrolman so prohibited will not serve as OIC of any shift, nor receive OIC compensation until re-instated by the Chief of Police. In these instances, the next senior officer on the shift will be OIC, and will receive OIC pay.

1.7 Additional Factors Affecting Wages

a. Call Back/Call Out

Minimum four hours pay at 1½ times base hourly rate. In the event an officer is called out less than four (4) hours before the start of his/her shift or held over for less than four (4) hours after the end of his/her shift the officer shall be paid time and one half for all additional hours actually worked as opposed to a minimum guarantee. (For example, an officer called out two (2) hours before the start of his/her shift or held over two (2) hours after his/her shift, shall receive two (2) hours of overtime pay as opposed to the guarantee.)

b. Overtime

An officer who works more than 40 hours during his/her work week and/or a full-time officer who works more than 8 hours per work day shall be paid overtime. All overtime to be approved by the Chief of Police or his designee. This overtime must be approved by the Shift Supervisor. Payment will be made in the pay period immediately following the pay period the overtime occurred. An officer will receive double time compensation if forced to extend his/her shift due to no relief. All overtime work will be distributed fairly and equitably to all officers. There shall be no pyramiding of overtime. Paid leave shall count towards hours worked for overtime purposes.

c. Overtime Callout List

(i) In order to promote the fair and equitable distribution of overtime, an overtime list and callout procedure will be established as follows:

1. An overtime list will be established for private-contract, detail and shift overtime. An officer may chose to opt out from the list, provided they do so in writing to the Chief.
2. The list will be based on hours assessed, and will reset on January 1st of each year.
3. When a detail/shift is offered, the officer will be assessed the number of hours for the detail if he is contacted and accepts or refuses the detail.
4. If two or more officers have the same number of assessed hours, they will be contacted by seniority.
5. The officer will not be assessed the detail hours if there is no contact or they are unable to take the detail due to working a regular shift, another detail, court, or personal time (vacation, holiday pay, personal days, and compensatory time).
6. When contacting an officer for overtime, if he does not answer this will be considered no contact. No messages will be left.
7. If a detail/shift becomes available less than three hours before the start of the detail/shift, it will be filled by the most expeditious means possible, regardless of the overtime list hours worked. The officer will be assessed hours worked for overtime distribution.
8. Court time and shift extension overtime will not count towards assessed hours.
9. In the event of an error in the assignment of overtime, the sole remedy shall be to move the aggrieved officer to the top of the list for the next over time duty.

(ii) If an officer must be called out for shift overtime, they will be contacted as follows:

1. Officers on pass days, with the least number of assessed hours on overtime list.
 2. Based on assessed hours, officers may split the shift. If two or more eligible officers have the same number of assessed hours, the senior officer will be called first. This will NOT be considered forced overtime.
 3. Based on assessed hours, officers will be offered double shift (no night turn to day light allowed). This will NOT be considered to be forced overtime.
- d. Court Pay for Off-Duty Officer, Sergeant and Lieutenant
- Payment will be a rate of time and one-half over forty (40) hours per week or eight (8) hours per day as listed:

<u>Time Spent</u>	<u>Hours Paid</u>
0-60 minutes	1.5
61-120 minutes	3.0
121-180 minutes	4.5
181-240 minutes	6.0

This pattern will continue for longer periods of time. "Court Pay" will include off duty time spent on call for court appearance pursuant to subpoena. "On Call" status will be monitored through the police station.

- e. Travel Time pay for Off-Duty Officer, Sergeant and Lieutenant
- An off-duty officer who appears at a local magistrate hearing shall be compensated for thirty (30) minutes travel time to the hearing and thirty (30) minutes travel time from the hearing, at a rate of time and one-half, in addition to time spent at the hearing. An off-duty officer who appears at any court related proceeding outside of the local magistrates office shall be compensated for sixty (60) minutes travel time to the proceeding and sixty (60) minutes travel time from the proceeding, at the rate of time and one-half, in addition to time spent at the hearing.

f. Civil Subpoenas

An officer who receives a civil subpoena resulting from any official action as a Northern Regional Police Officer will have their schedule adjusted to accommodate said subpoena, and will allow the officer to attend court on duty, provided such adjustment does not result in overtime.

Section II. TIME-OFF

2.1 Vacations

- a. Entitlement to vacations shall be based upon the years of service to be completed within the calendar year based upon the following schedule.

2 nd year through 4 th year	10 days
5 th year through 9 th year	15 days
10 th year through 15 th year	20 days
16 th year	21 days
17 th year	22 days
18 th year	23 days
19 th year	24 days
20 th year through 24 th year	25 days
25 th year and after	30 days

- b. As applied to probationary police officers, entitlement to vacations shall be based on the following schedule during the calendar year in which the probationary period ends:

<u>Probation Period Ends</u>			<u>Vacation Days</u>
January 1	-	February 28	10
March 1	-	April 30	8
May 1	-	June 30	6
July 1	-	August 31	4
September 1	-	October 31	2
November 1	-	November 30	1
December 1	-	December 31	0

- c. If an officer's tenure terminates, vacation shall be prorated at the rate of calendar days from the anniversary date to the last day of active duty (exclusive of vacation to be taken) to 365. In the event that an officer retires, resigns or is terminated and has used more vacation time than he or she had accrued on a pro-rata basis, a deduction will be made from the employee's final paycheck for vacation pay that was paid but had not yet accrued at the time of termination.
- d. Officers will be granted vacation days to be used in one week blocks.

- e. Vacations may not be carried over from one year to the next.
- f. Vacations shall be scheduled according to seniority.
- g. Officers will be permitted to move two (2) consecutive pass days that fall immediately before or after their vacation to either the beginning or end of their scheduled vacation. This will be irrespective of the total number of consecutive days that result.

2.2 Holidays

In recognition of the fact that officers are likely to be required to work on holidays, on the last payday in November each officer will be paid a day's wages for each of the following 11 holidays:

New Years Day

Martin Luther King Jr.'s Birthday

Washington's Birthday

Easter

Memorial Day

July Fourth

Labor Day

Veterans Day

Thanksgiving

Christmas

Officer's Birthday

In the alternative to receiving such payment at the daily rate, each officer will have the option, if he so chooses, of taking up to eleven (11) days off, provided however, that all specific requests are subject to scheduling considerations. Notice must be given to the Chief or, at his direction, to the officer in charge of scheduling, at least two (2) weeks prior to exercising such option to take a day off. The officer in charge of scheduling may, in his sole discretion, waive the two (2) weeks notice. Overtime may be paid to cover holiday passes, provided, however, that if the number of overtime hours as judged in the sole discretion of the Joint Police Board, increases substantially, the Board may impose a limit not to exceed five (5), on the number of days which may be taken off.

Major Holidays: In the event that an officer works a major holiday (here defined as: New Year's Day, Easter, July 4th, Labor Day, Thanksgiving and Christmas) the officer shall receive, compensation at one and one half pay plus the option of an additional day off or additional one day's pay (as set forth in the above paragraph).

2.3 Personal Days

One (1) personal day off will be given for officers having more than one (1) but less than three (3) years service. After three (3) years of service, officers will be given two (2) personal days off per calendar year. After five (5) years of service, officers will be given three (3) personal days off per calendar year. Notice must be given to the scheduling officer as early as possible. Time not taken off will be compensated on the last pay day in November at regular salary rates. Allowable time not used in a calendar year may not be carried over.

In order to maintain adequate shift coverage on Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve requests for Personal Days for these four (4) days must be submitted between August 1st and August 15th of the year in which the day falls, and will be awarded by seniority.

2.4 Bereavement Leave

- a. Upon the death of any member of an officer's immediate family, said officer shall be permitted three (3) days off with pay. Immediate family is hereby defined as officer's spouse, children, grandchildren, mother, father, brother, sister, grandparents, mother-in-law, or father-in-law. Such time off will be consecutive work days, which must include the day of the funeral or memorial service. The officer must provide a death notice or death certificate upon his return.
- b. Upon notice of death of the following class of individuals police officer will receive one (1) day with pay - the day of the funeral - for the purpose of attending said funeral when the death of an officer's uncle, aunt, nephew, niece, brother-in-law, sister-in-law or grandparents-in-law

occurs, provided said officer attends the funeral. Such time off must include the day of the funeral or memorial service. The officer must provide a death notice or death certificate upon his return.

- c. In unusual cases which are not definable but must be covered by common sense, it's within the province of the Chief of Police to grant additional time off.

2.5 Compensatory Time

Full-time police officers shall have the option of taking compensatory time in lieu of overtime pay, which shall be earned at the rate of one and a half hours of compensatory time for each hour worked subject to the following conditions:

- a. Each officer shall be permitted to accumulate compensatory time off for overtime, but shall not accumulate more than forty (40) compensatory hours at any one time.
- b. Scheduled vacations days, personal days and holiday passes have priority over requested compensatory time
- c. Compensatory time off shall begin to accumulate on January 1 of each year through November 15th of each year, however, compensatory time cannot be used after November 15th through the month of December.
- d. Any accumulated, unused compensatory time held by an officer as of November 15 of each calendar year shall be converted to paid overtime and paid to the officer by the Joint Board in the first pay of December of each year.
- e. Compensatory time may only be used when it does not trigger overtime opportunities.
- f. A record of compensatory time accumulated and used shall be kept by the Chief of Police, with hours being checked on a periodic basis.

Section III. WORK WEEK – SCHEDULING - SHIFT ASSIGNMENTS

3.1 Work Week

The work week shall consist of seven consecutive days beginning 6:45 a.m. on Monday.

3.2. Scheduling-Shift Assignments

Normally, officers will not be scheduled for more than forty (40) hours of work during a work week. The work schedule will be posted at least one calendar year in advance, but an officer's schedule may be changed to meet the operational needs of the Police Department. When it is necessary to change an officer's scheduled work hours, the Chief will attempt to give adequate notice. Officers shall be scheduled for two consecutive days off per work week, where it does not interfere with the operations of the Police Department.

1. Shift assignment shall be established on an annual basis.
2. Officers shall select their shift assignments by seniority.
3. All full-time officers will be scheduled based on a 28-day shift rotation.
4. Pass days will rotate forward.
5. Officers, by mutual agreement, may switch shifts with the prior knowledge and approval of the Chief of Police. There will be no limitation on the number of switches. Three-way switches are permitted prior to posting of the final schedule.
6. In general, switches must be made before the final schedule is posted. However, it is understood that circumstances may change, at the Chief's discretion, monthly switches may be made during the calendar year. Three-way switches will not be allowed during the year.
7. If there is sufficient shift coverage, an officer may request to use a holiday pass or comp time at any time prior to the start of the affected shift.
8. Based on the operational needs of the department, the Chief of Police will have discretion to deviate from this agreement.

Notwithstanding any other provisions in this Agreement, the scheduling of weekly shift assignments of all full-time officers within the first three (3) years of full-time employment shall be at the sole discretion of the Chief of Police without restriction of any kind. Furthermore, notwithstanding any other provision of this Agreement the Chief of Police shall retain sole discretion to schedule School Resource Officers, Lieutenants, Detectives and any other specialty position.

Section IV. HEALTH BENEFITS

4.1 Medical Benefits

- a. The Joint Police Board will provide major medical coverage for all full-time officers and their dependents subject to changes imposed by the carrier. The Police Board may change plans and/or carriers to “substantially comparable” coverage. Substantially comparable coverage in this contract does not mean equal or equivalent. The Union however, retains the right to grieve the Joint Police Board’s determination that the plan and/or carrier is “substantially comparable.” When the Joint Police Board decides to change the plan, it will provide the Union with details of the current plan and the new “substantially comparable” plan. If the Union does not agree that a plan or carrier selected by the Joint Police Board is “substantially comparable,” it will so state, in writing, to the Joint Police Board within fourteen (14) calendar days of the plan and/or provider being presented to the Union by the Joint Police Board, or such longer period as mutually agreed to by the parties in writing. In that event, the Joint Police Board may not unilaterally implement the proposed new plan and/or insurance provider; 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 “substantially comparable” issue shall be issued within 45 calendar days of the Union’s written notice contesting that the plan selected by the Joint Police Board is “substantially comparable” and shall be final and binding and will determine if the Joint Police Board is authorized to implement the new plan or provider.
- b. All full-time police officers will contribute, on a cumulative basis, fifteen per cent (15%) of the annual increases to hospitalization/surgical/major medical costs above the 2010 rate at the applicable level of coverage (eg. Individual, family, etc.) All such contributions shall be made by prorated monthly payroll deductions.
- c. Notification regarding change of status. In the event an officer’s family and status changes in a way that would affect the cost that the Joint Police Board

pays for health insurance benefits, the officer will immediately notify the Joint Police Board. In the event such notification is not made, the officer will be personally responsible for the resulting cost differential, which will be withheld from his pay over a suitable period of time as determined by the Joint Police Board.

- d. If the Joint Police Board determines that it is necessary it may require an officer to submit to a physical scheduled by the Police Officer and paid for by the Joint Police Board with a Joint Police Board selected physician. The results of this physical will be released only to the police officer. Notice that said physical took place will be given to the Joint Police Board and will certify that the Police Officer is fit for duty.
- e. Right to elect spouses' coverage. An officer may elect to waive any and all health coverage and receive fifty percent (50%) of the Board's savings as salary supplements pursuant to the provisions of the Northern Regional Police Force Medical Election Plan, if he or she can demonstrate, to the satisfaction of the Joint Police Board and such terms and conditions imposed by the insurance carrier, that he will be covered by a comparable or superior plan by the spouse's coverage. If the option to drop health coverage is elected, the officer may at any time resume health coverage provided by the Joint Police Board by notifying the Chief and complying with the terms and conditions imposed by the insurance carrier.

4.2 Dental Benefits

The dental insurance benefit existing in the 2010 to 2012 collective bargaining agreement between the parties shall be continued in the 2013 – 2015 collective bargaining agreement.

Section V. SICK LEAVE

- a. All full-time officers shall be entitled to receive 100% of their base pay for absences due to routine illness and injuries of a short duration, including the waiting period prior to becoming eligible for STD benefits.
- b. Sick leave shall not be considered a privilege, but will be allowed only in the event of personal illness or physical incapacity resulting from causes beyond the officers control. Accordingly, sick leave is not an entitlement like vacation leave, and it shall not be treated as such. Sick leave abuse is a serious disciplinary offense which may subject the abuser to corrective action up to and including dismissal.
- c. A doctor's certificate or cogent medical explanation shall be presented by the police officer to the Chief of Police in the following instances:
 - i) After two (2) consecutive days of sick leave
 - ii) After two (2) sick leaves in any month
 - iii) After eight (8) sick leaves in any year.
 - iv) When an officer takes a sick leave for the next regularly scheduled shift immediately following an overtime detail.
 - v) After an officer takes a sick leave in conjunction with other paid time off or pass days more than two (2) times in a calendar year.
 - vi) For purposes of this section a sick leave will be defined as a sick day or days uninterrupted by a day of work.
 - vii) A cogent medical explanation is one which comes from a competent medical practitioner, who demonstrates knowledge of the essential functions of the employee's job, and who provide sufficient detail so that a reasonable lay person can understand the asserted basis for the absence. A conclusory statement that the employee was unable to report to work due to illness will not be satisfactory. Cogent medical explanations will be required for subsections (iii), (iv) and (v) above.

- d. In the following instances, the officer will be subject to an administrative review:
- i) An officer who takes more than eight (8) sick leaves in any year.
 - ii) An officer who takes sick leave in conjunction with other paid time off or pass days more than two (2) times in a calendar year.
 - iii) An officer who takes sick leave for the next regularly scheduled shift following an overtime detail and fails to provide a cogent medical explanation.
 - iv) If, as a result of this review, it is found that the officer has improperly used sick time, they will forfeit their right to detail and private contract overtime for the 6-month period immediately following the finding. They will still be eligible for shift overtime.
- e. An officer who takes sick leave for the regularly scheduled shift immediately prior to a previously scheduled private contract overtime detail will forfeit that detail, and it will be re-assigned to another officer.
- f. After an extended or severe illness, the Police Board may require certification by a doctor that an officer is fit to return to work.
- g. Notwithstanding the above-referenced general rules, the Joint Police Board may counsel and/or discipline employees, for sick leave abuse where occurrences, evidence a pattern of abuse. Examples of such abuse may include, but are not limited to, single day occurrences of sick leave and sick leave occurring contemporaneously with other forms of time off, either paid or unpaid. Moreover, an employee with a history of such utilization may be required to justify any request to utilize sick leave by providing a cogent medical explanation for the absence.

- h. All full-time officers requesting sick leave payments shall be required to complete and submit to the Chief of Police, the attached Sick Leave Request form, immediately following the officers' return to work, and prior to the end of the payroll period.**

Sick Leave Use Verification

I _____ hereby certify that on the date(s) of _____, I was unable to work due to personal illness or physical incapacity resulting from causes beyond my control, as required for the appropriate use of sick leave under Section 4.2 of the Collective Bargaining Agreement. I hereby certify and verify that the statement is true and correct. I further understand that any false statements will result in disciplinary action up to and including dismissal.

Name of Employee

Date

Section VI: DISABILITY BENEFITS

- a. Provided a full-time police officer meets the policy eligibility requirements, such full-time police officers shall be entitled to twenty-six-(26) weeks of short-term disability coverage at 100% of base pay. The Joint Police Board shall be responsible for procuring the short-term disability policy, but all coverage decisions shall be made by a carrier and shall not be subject to the grievance procedure.
- b. Commencing on the day after short-term disability coverage terminates, an officer shall be entitled to receive a long term disability benefit equal to sixty six and two thirds percent (66.66%) of base pay. The Joint Police Board shall be responsible for procuring the long-term disability policy, but all coverage decisions shall be made by a carrier and shall not be subject to the grievance procedure.
- c. Full time police officers hired prior to January 1, 2013, shall be entitled to receive a disability supplement equal to thirty three and one third percent (33.33%) of the officers base pay for a period of up to ten (10) weeks from the first day an officer begins receiving long term disability compensation. Police officers hired after January 1, 2013 shall not be entitled to the supplement.
- d. The employer's only responsibility relative to short-term disability and long-term disability coverage is to procure the policies themselves, and all coverage decisions shall be made by the carrier and shall not be subject to the grievance procedure. The Police Board may change plans and/or carriers to "substantially comparable" coverage. Substantially comparable coverage in this contract does not mean equal or equivalent. The Union however, retains the right to grieve the Joint Police Board's determination that the plan and/or carrier is "substantially comparable." When the Joint Police Board decides to change the plan, it will provide the Union with details of the current plan and the new "substantially comparable" plan. If the Union does not agree that a plan or carrier selected by the Joint Police Board is "substantially comparable," it will so state, in writing, to the Joint Police Board within fourteen (14) calendar days

of the plan and/or provider being presented to the Union by the Joint Police Board, or such longer period as mutually agreed to by the parties in writing. In that event, the Joint Police Board may not unilaterally implement the proposed new plan and/or insurance provider; 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 “substantially comparable” issue shall be issued within 45 calendar days of the Union’s written notice contesting that the plan selected by the Joint Police Board is “substantially comparable” and shall be final and binding and will determine if the Joint Police Board is authorized to implement the new plan or provider.

- e. Any police officer hired prior to January 1, 2013 who is eligible for long term disability benefits will remain eligible for health insurance and life insurance coverage at the coverage level last received as an active employee for up to sixty-two (62) weeks from the date the officer became eligible for long-term disability benefits or the officer’s death whichever may occur first. Police officers hired after January 1, 2013 who are eligible for long-term disability benefits shall be entitled to maintain life insurance and health insurance benefits for a period of fifty-two (52) weeks from the date the officer became eligible for long-term disability benefits or the officer’s death whichever may occur first. Officers will be responsible for paying any contributions toward the cost of coverage that they would be required to pay as an active employee.

Eligibility for these insurance benefits will be subject to the restrictions imposed by the insurance carriers and policies. If an officer has not returned to work at the end of this fifty-two (52) or sixty-two (62) week period, he or she shall be granted an honorable discharge from employment with the Department. In the event that any officer recovers from disability and is medically cleared to return to work as a full-time police officer with no restrictions and meets all requirements of MPOETC and is recertified by the commission, he/she shall be reinstated to full-time active status.

- f. Any officer that receives long-term disability will not accrue, nor be eligible to receive any additional benefits under the contract, including, but not limited to, sick leave benefits, accrued personal time, uniform allowance, accrued vacation and additional credit for service time towards retirement eligibility.
- g. Any police officer whose base salary has been continued for periods of time during which they are eligible to receive disability benefits must return to the NRPD all such disability compensation so as not to receive more than their full base salary.

Section VII. LIFE INSURANCE

- a. Life insurance in the amount of \$100,000 will be carried for each officer.
- b. If an officer dies while an employee in good standing, the benefits of such policy shall be paid according to the terms of the policy. In addition, all department pay for a remainder of month shall be similarly paid over.
- c. Officers who become eligible for long term disability benefits will remain eligible for the existing life insurance coverage provided by the Joint Police Board for either fifty-two (52) or sixty-two (62) weeks as specified in Section VI (e) from the date they become eligible to receive long-term disability benefits. The Joint Police Board shall be responsible for procuring the life insurance policy, but all coverage decisions shall be made by a carrier and shall not be subject to the grievance procedure. Eligibility for these insurance benefits will be subject to the restrictions imposed by the insurance carriers and policies. The existing term life insurance coverage provided to bargaining unit members shall be covered as a "Conversion Privilege" as specified by the insurance carrier so long as eligibility exists. Eligibility for insurance benefits will be determined by the insurance policies and carriers.

Section VIII. PENSION

All officers' pension benefits shall be as set forth in the plan document titled Amendment and Restatement to Pine/Marshall/Bradfordwoods Police Pension Trust dated December 19, 1985, and all amendments thereto including the following:

Normal Retirement Eligibility/Final Monthly Average Salary

- a. Eligibility
 - i. For full-time officers hired prior to January 1, 2013: Age 50 and completion of 25 Years of Service.
 - ii. For full-time officers hired on or after January 1, 2013: Age 55 and completion of 25 Years of Service.
- b. Amount of Benefit
 - i. For full-time officers hired prior to January 1, 2013: A monthly benefit equal to 50% of Final Monthly Average Salary as defined below.

Final Monthly Average Salary

"Final Monthly Average Salary" shall mean the average monthly salary earned by the Participant and paid by the Employer during the final thirty-six (36) months of the Participant's Employment. Salary shall include the Employee's Compensation to which the Employee is entitled for the rendering of services in Employment but shall exclude for this purpose any single sum or extraordinary payments made which are not directly attributable to active Employment during the averaging period, including but not limited to payment for accumulated sick leave, payment of a longevity bonus, or payment of a back pay damage award.

Final Monthly Average Salary shall be calculated by taking into account only those periods during which an Employee receives salary, as that term is defined in this Section. Therefore, for example, the Final Monthly Average Salary for a Participant who receives disability benefits from this Plan or who is voluntarily or involuntarily serving in the United States armed forces during the final thirty-six (36) months of Aggregate Service shall be based on the period during which the Employee last received salary (as defined in the preceding paragraph) from the Employer.

Salary used to determine Final Monthly Average Salary shall be limited on an annual basis to the amount specified for government plans in accordance with Code Section 401(a)(17), as adjusted under Code Section 415(d).

- ii. For full-time officers hired on or after January 1, 2013: A monthly benefit equal to 50% of Final Monthly Average Base Salary over the final 36 months of employment.

c. Employee Contribution

- i As a condition of participation in the Police Pension Plan, each active participant hired prior to January 1, 2013 must contribute 3.5 percent (3.5%) of the participant's annual compensation. Should the Police Pension Plan require any contribution greater than three and five-tenths percent (3.5%) each active participant will contribute that amount not to exceed five percent (5%).
- ii. Each active participant hired on or after January 1, 2013 must contribute 3.5 percent (3.5%) of the participant's annual base salary compensation. Should the Police Pension Plan require any contribution greater than three and five-tenths percent (3.5%) each active participant will contribute that amount not to exceed five percent (5%).
- iii. The Board shall reduce or eliminate the required participant contributions provided all three (3) of the following requirements are satisfied:
 1. The current actuarial study indicates that the condition of the Plan is such that contributions may be reduced or eliminated;
 2. Contributions by the Board are not required to keep the Plan actuarially sound; and
 3. Any reduction or elimination of contributions is authorized on an annual basis by an ordinance or resolution by the Board.

In the event of a reduction or elimination of participant pensions contributions in any one year below the rate of 3.5 percent (3.5%), then the amount by which the participant contribution is reduced below 3.5 percent (3.5%) will be placed in a deferred compensation program established pursuant to the regulations of Section 457 of the Internal Revenue Code.

Section IX. UNIFORM AND EQUIPMENT /CANINE CARE ALLOWANCE

9.1 Uniform and Equipment Allowance

Each officer included in this agreement, excluding officers in their first year, shall receive an annual uniform and equipment allowance as follows:

2013-2015	\$875.00
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Newly hired officers, with hire dates from January 1 through June 30, shall receive a one-half allowance in the following year. Newly hired officers, with hire dates from July 1 through December 31, shall receive a one-quarter allowance in the following year.

The officer will purchase such uniform and equipment from stores approved by the Joint Police Force Board after consideration of the advice by the Chief of Police. The approved stores will invoice the Joint Police Board directly. The allowance, if unspent, does not carry over from year to year. Any uniforms or equipment damaged in the line of duty will be replaced by the Joint Police Board and excluded from the officer's individual allowance.

STANDARD UNIFORM AND EQUIPMENT

See attached list.

Body armor will be purchased by the Joint Police Board in accordance with normal wear and technological improvements of same. Body armor will be replaced every five (5) years. If the body armor manufacturer dictates that replacement occur on a different schedule, this policy could be reviewed by the Joint Police Board. Officers shall purchase their own duty side arms, but the Joint Police Board will pay for any or all maintenance, repair and ammo of duty sidearms as required. Any changes in design, style, color or material must first be approved by the Joint Police Board.

9.2 Canine Care Allowance

- a. Officers given the assignment of housing, feeding, cleaning, handling, maintaining, and being responsible for police dogs, if any, owned by the Joint Police Board shall be provided with an additional five dollars (\$5.00) per day, seven (7) days per week, representing payment for all services required to be performed by the K-9 officer while off duty. The

employer will also provide for veterinary and food costs. The parties (and the individual K-9 officers) agree that this additional compensation is reasonable and sufficient for the amount of time spent housing, feeding, cleaning, handling, maintaining and being responsible for a canine while off duty. The K-9 officer shall only use the police dog to perform the services as directed by the Joint Police Board and any applicable K-9 Policy.

- b. Nothing herein will be interpreted as restricting the Board's exclusive right to maintain and/or eliminate the Board's K-9 Program. The parties agree and acknowledge that the police dog owned by the Board shall always remain the property of the Board until the canine either retires or the K-9 program is ended. If the K-9 program is eliminated, the Board, in its sole discretion, may consider selling the canine to the K-9 officer.

X. QUALIFICATIONS AND REQUIREMENTS

10.1 Training

All candidates for the position of officer will have the qualifications as set by the Board in its sole discretion. All full-time officers will be required to attend the Police Academy for in-service training when required. Each officer is to upgrade his police knowledge by attending classes at the Academy as required by applicable law. All efforts will be made by the Joint Police Board so that officers can attend the academy either as in-service courses or a prolonged course as conditions exist and monies are available.

In those cases where an officer is sent to attend a course by the Police Department, he will be paid at straight time. Payment for the above will be paid in accordance with Fair Labor Standards Act, if such payment results in higher pay. All training, with the exception of training conducted within Allegheny County, must be pre-approved by the Joint Police Board.

To any place other than the Allegheny County Police Academy, an officer may take a police unit, if available. If a unit is not available, the department will reimburse for mileage. The officer will be paid for travel time from the police station.

10.2. Residency

Within one (1) year after probationary period ends, officer must live within:

10 air miles east of the police area borders.

10 air miles west of the police area borders.

10 air mile south of the police area borders.

North of station to an east/west line at the I-79 Portersville Exit. (See attached map).

Requests for variations from these residency boundaries will be reviewed at the sole discretion of the Joint Police Board, on a case by case basis.

Section XI. DISPUTE RESOLUTION

- 11.1 Policy - It is the policy of the Joint Police Board and the police officers to encourage a harmonious and cooperative relationship and to resolve grievances in accordance with fair and orderly procedures. Should differences arise between the Joint Police Board and the police officers as to the interpretation or application of this Agreement and/or the Northern Regional Police Rules and Regulations, such differences shall be resolved in the following manner:
- 11.2 Definition - A grievance is a dispute concerning the interpretation, application or alleged violation of the expressed terms of this Agreement and/or disciplinary provisions of the Northern Regional Police Rules and Regulations.
- 11.3 Grievance Procedure - A grievance must be filed within ten (10) calendar days of the alleged incident or when an officer should have reasonably known about the incident. The grievance must cite the specific Article and Section of this Agreement and/or the Northern Regional Police Rules and Regulations that is implicated and provide all available information and documentation supporting the grievance. Requests and approvals of extensions of any of the applicable deadlines contained within this Article shall be made in the grievance. A police officer is entitled to select the Grievance Committee to represent him/her during all steps of the grievance procedure which shall be as follows:

Step 1 -A police officer with a grievance shall discuss it with the Chief of Police, who shall attempt to resolve the grievance to the mutual satisfaction of the grievant and the Joint Police Board within five (5) business days of its presentation. The Chief of Police shall report his/her decision in writing to the grievant. If the grievant does not proceed with his/her grievance to the second step within the time limits prescribed in the following subsection and no written extension of time is granted, the grievance shall be considered to have been satisfactorily resolved and/or withdrawn.

Step 2 - If the grievant and the Grievance Committee are not satisfied with the disposition of the grievance after receiving a decision from the Chief of Police, and if

no decision is received within the time period prescribed in Step 1, they may submit a written appeal to the Joint Police Board, or its designee. The written appeal must be submitted within five (5) business days after receiving a decision at the first step or when the first step decision is due. The Joint Police Board, or its designee, shall within five (5) business days after receiving the appeal, meet with the grievant in an attempt to resolve the grievance and shall give the grievant a written decision within five (5) business days following the meeting. If the grievance is not pursued to the third step, the grievance shall be considered to have been satisfactorily resolved and/or withdrawn.

Step 3 - If the Grievance Committee is not satisfied with the disposition of the grievance at the second step, or if no decision is received within the time period prescribed in Step 2, it may be appealed to arbitration within five (5) business days after receiving a decision at the second step or when the second step decision is due. A request for arbitration may be initiated by the Grievance Committee serving upon the Joint Police Board a notice in writing of an intent to proceed to arbitration. Upon receipt of a notice requesting arbitration, the parties shall meet to select an Arbitrator. If the parties cannot agree on the selection of a neutral Arbitrator, the parties shall request a list of seven (7) local Arbitrators from the American Arbitrators Association, who are approved by the National Academy of Arbitrators. The parties shall strike names from the list of Arbitrators with the Police Board striking first until one (1) name remains. Thereafter, the parties will alternate the right to strike first. The American Arbitrators Association will be notified of the Arbitrator selected and the hearing shall be held on a date and time and at a location mutually agreed upon by the Joint Police Board and the Grievance Committee. The parties shall bear the expenses of preparing and presenting their respective cases.

The Arbitrator shall be requested to issue a decision within thirty (30) calendar days after conclusion of the arbitration hearing and the decision shall be final and binding on the parties. The Arbitrator shall have no power or authority to make any decision contrary to, nor inconsistent with, the terms of this Agreement or applicable law or which otherwise operates to limit or interfere with the powers and responsibilities of the Joint Police Board. Moreover, the Arbitrator shall be without the power to modify or

mitigate the level of discipline imposed by the Joint Police Board once the Arbitrator has found that the police officer engaged in the conduct for which he/she is being disciplined, unless the arbitrator determines, and prepares Findings of Fact which demonstrate, the penalty to have been imposed in a manner that is arbitrary, capricious, or discriminatory.

The time limits set forth in this grievance procedure shall, unless extended by mutual written agreement by the parties, be considered to the highest degree, binding.

A grievance may be withdrawn by the Grievance Committee or grievant, in writing, at any time and the withdrawal of any grievance shall not be prejudicial to the position taken by the parties as they relate to that grievance or any future grievance.

Nothing in this Article shall preclude any individual grievant or group of grievants from, at any time, presenting, grievances to the Joint Police Board and having them adjusted without the intervention of the bargaining representative as long as the adjustment is not inconsistent with the terms of this Agreement, then in effect, and provided that the bargaining representative has been given an opportunity to be present at such adjustment.

Section XII. REPRIMANDS, COMMENDATIONS, DISCIPLINARY ACTION

All reprimands/commendations will be submitted in duplicate by the Chief of Police and/or acting officer. Said copies will be signed by officer being reprimanded/commended. He retains one copy and the second copy will be placed in police file.

An officer who receives any form of disciplinary action which is placed in the officer's permanent file, shall have that action removed from the file provided the officer completes the specified time without any further disciplinary action against him/her.

The time schedule shall be as follows:

1. Verbal reprimand/supervisory note – six months;
2. Written reprimand – one year;
3. Suspension, 1 to 4 days – three years;
4. Suspensions of 5 or more days shall be retained in the file at the discretion of the employer.

Disciplinary action shall be in accordance with the rules and regulations of the Joint Police Board.

Section XIII. MANAGEMENT RIGHTS

Section 1 - The Board reserves all rights and powers conferred upon it by the Constitutions and laws of the Commonwealth of Pennsylvania and of the United States. It is understood and agreed that the Board, at its sound discretion, shall have and retain, solely and exclusively, in accordance with applicable laws, all managerial responsibilities including, but not limited to, the right to manage all operations; to determine the mission, purposes, objectives, policies, programs and functions, standards of service, and organizational structure of the employer; to establish, amend or modify its overall budget; to establish, change, combine or abolish job classifications or the job content of any classification; to reprimand, suspend, discharge or otherwise relieve employees from duty for the lack of work or other legitimate reasons; to hire, promote, demote, transfer, layoff and recall employees to work; to schedule the workforce; to expand, reduce, alter, combine or cease any job operation or service; to plan, direct, control and regulate the utilization of technology and the use of machinery, equipment and other property of the Board; to introduce new or improved research, development and services; to determine and from time-to-time re-determine the methods, processes, and materials to be employed by the Board; to determine the number and types of employees required and to assign work to such employees in accordance with the operational needs of the Board, and direct the workforce. Matters of inherent managerial policy are reserved exclusively to the Employer.

Section 2 - The listing of specific management rights in this Agreement is not intended to be, nor should it be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the Board in the past. Further, all inherent managerial rights, management functions and prerogatives which the Board has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Board.

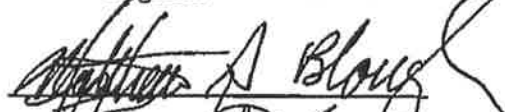

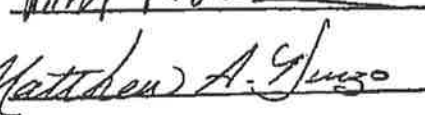
The term of this agreement shall be from January 1, 2013 through December 31, 2015.
The Board reserves the right to reopen this collective bargaining agreement, pursuant to the provisions of Act 111, relative to adding new municipal members to the Joint Police Force.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed in their respective names, by their respective authorized officers, as of the day and year first above written.

Northern Regional Police Department Board



Northern Regional Police Association

Effective January 1, 2013 the longevity payment shall be as follows:

LONGEVITY COMPENSATION

Full Time Years
of Service on
Anniversary Date

Compensation

1-6	-0-
7-10	\$40.00 per year of service beginning with first year
11-19	\$50.00 per year of service beginning with first year
20-25	\$60.00 per year of service beginning with first year
26 and beyond	\$1,500 maximum

MEMORANDUM OF UNDERSTANDING

Whereas, the Northern Regional Police Department Board ("NRPD") and the Northern Regional Police Association ("Union") have engaged in collective bargaining for a successor collective bargaining agreement;

Whereas, NRPD proposed certain language regarding sick leave abuse;

Whereas, the Union has indicated a willingness to accept the language proposed by NRPD with certain changes;

NOW, THEREFORE, intending to be legally bound, the parties have agreed to resolve this issue on the following terms:

1. Section V (g.) of the collective bargaining agreement will provide as follows:

g. Notwithstanding the above-referenced general rules, the Joint Police Board may counsel and/or discipline employees for sick leave abuse where occurrences evidence a pattern of abuse. Examples of such abuse may include, but are not limited to, single day occurrences of sick leave and sick leave occurring contemporaneously with other forms of time off, either paid or unpaid. Moreover, an employee with a history of such utilization may be required to justify any request to utilize sick leave by providing a cogent medical explanation for the absence.

2. The parties agree that neither party may, in connection with grievance arbitration or in any other proceeding, cite the language of NRPD's original sick leave abuse proposal or in any way refer to the fact that it was altered as evidence of the parties' intent, as bargaining history relevant to the interpretation of the collective bargaining agreement, or for any other purpose whatsoever.

3. This written Memorandum of Understanding contains the entire agreement between the parties regarding this matter and supersedes any and all other agreements or understandings, whether oral or written.

4. The parties affirm that they have read and understood this Memorandum of Understanding, have had the opportunity to discuss it with legal counsel and are authorized to legally bind the party on whose behalf they have signed.


[Northern Regional Police Department Board]

Date: 11-29-2012


[Northern Regional Police Association]

Date: 11/29/12



Matthew A. Juczo