

Eastern Adams Regional Police Commission
and
Teamsters Local 776

AGREEMENT

1. TERM OF AGREEMENT

Three (3) years commencing January 1, 2010 through December 31, 2012.

2. UNION SECURITY

Section 1. Each employee who, on the effective date of this Agreement, is a member of the Union and each employee who becomes a member after that date shall, as a condition of employment maintain his/her membership in the Union. Employees may, however, resign from the Union within fifteen (15) days prior to the expiration of this Agreement without penalty by serving written notice to Teamers Local 776, 2552 Jefferson Street, Harrisburg, PA 17110, and to the Police Commission.

Section 2. The employee as a condition of continued employment within the bargaining unit, must pay to the Union each month "fair share" service fees as a contribution toward the administration of the Collective Bargaining Agreement between the parties. Fair Share fees shall be in accordance with the provisions of S.B. 88 and based on the cost of representation reflected in the Union's annual report. The Commission shall be notified of that cost on or about July 1 annually. This payment shall be deducted in accordance with Article 5.

Section 3. The Union shall indemnify and save the Commission harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the Commission for the purpose of complying with any of the provisions of the fair share clause in Section 2 above.

3. RECOGNITION

The employer recognizes the Teamsters Local 776 as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all full-time and regular part-time police officers including but not limited to patrolmen; and excluding the chief of police and any other managerial employees, as per the certification by the Pennsylvania Labor Relations Board, file number PF-R-09-28-E (PF-R-94-62-E).

4. MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the Commission, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Department, except as modified by this Agreement. Matters of inherent managerial policy are reserved exclusively to the Commission.

Section 2. It is recognized by the Union that this Collective Bargaining Agreement is made with the specific understanding that the Union will cooperate with and assist the Employer in promoting better efficiency and presenting a continually improved police protection program. It is recognized that the successful operation of the police force can be assured only through the cooperation of the parties hereto. The Commission retains the exclusive right to:

- A. Hire, direct, transfer, assign, promote, retain, layoff and recall police personnel.
- B. Discipline, including, but not limited to, suspend, demote or discharge officers for just cause, subject to the provisions of this Agreement and applicable laws.
- C. Determine the methods and means by which the operations of the Police Department are to be conducted, and to maintain the efficiency thereof.
- D. Nothing herein shall, in any manner, be construed as a waiver of any rights guaranteed to employees by applicable laws or other provisions of this Agreement.
- E. Nothing herein shall, in any manner, be construed as a waiver of any rights guaranteed to employees by applicable laws or other provisions of this Agreement.

Whether or not set forth above, all rights and responsibilities of Management not specifically modified by the Agreement shall remain a function of the Commission.

5. CHECK OFF

The Employer agrees to deduct the Union membership and fair share initiation fees, assessment and once each month, dues from the pay of those employees who individually request in writing that such deduction be made from the first paycheck of the month. The amount to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last business day of the month in which deductions are made. This authorization shall be irrevocable during the term of this Agreement.

6. LONGEVITY

In addition to the salary, each full time officer shall receive a longevity payment, expressed as a percentage of base pay, on the officer's anniversary date according to the following schedule:

A.	Effective January 1, 2010	
	Years of Service	Amount
	After 4 years	3.2%
	After 5 years	3.25%
	After 6 years	3.5%
	After 7 years	3.75%
	After 8 years	4%
	After 9 years	4.2%
	After 10 years	4.5%
	After 11 years	4.75%
	After 12 years	5%

After 13 years	5.25%
After 14 years	5.5%
After 15 years	5.75%
After 16 years	6.00%
After 17 years	6.25%
After 18 years	6.50%
After 19 years	6.75%

7. SCHEDULING

An officer's work schedule shall be subject to the following terms and conditions, which shall be deemed to have the stated meanings and intent, unless the context of same clearly imparts a difference in meaning or intent:

- a. **Quarterly Schedule:** On or before the first day of each month, preceding the first month of each calendar quarter (January, April, July and October), the Chief of Police shall prepare and post a monthly work schedule for the entire police department for such calendar period. Such schedule shall clearly state each full-time officer's workdays (on duty), his/her non-work days (off duty), his/her work shift for each workday, and shall consist of continuously cycling workweeks. The Chief of Police shall ensure that all full-time members of the police department receive, as nearly as possible an equal allocation of weekends and holidays off duty, as scheduling will permit. It is understood that the aforesaid quarterly schedules are subject to change for bona fide operational requirements. However, the Chief of Police shall make every reasonable effort to satisfy such operational requirements without resorting to a schedule change if at all possible.
- b. **Work Week:** A workweek shall consist of a seven (7) day period from 12:01 a.m. Sunday through midnight Saturday inclusive. The standard number of hours in a workweek shall be approximately forty (40) hours.
- c. **Work Shift:** A work shift shall be eight (8) continuous hours if assigned to a five-day workweek or ten (10) continuous hours if assigned to a four-day workweek. Either work shift shall include a thirty (30) minute paid lunch period per shift. The Chief of Police will be responsible for assigning employees to their workweeks and work shifts. A work shift shall be a continuous period occurring between 0001 hours and 2400 hours. When a work shift shall span two (2) calendar days, such work shift shall be charged against the calendar day in which it commences. Each officer shall be assigned to only one (1) work shift per calendar day, bona fide emergencies excepted. No officer shall be assigned to work more than seven (7) consecutive work shifts, bona fide emergencies excepted. If assigned to work eight (8) or more consecutive work shifts, such officer shall be paid at a rate of 1½ times his/her regular hourly wage for those work shifts worked in excess of the seven (7) consecutive work shifts. If an officer is assigned to a work schedule other than the one that is currently being worked, then the following applies: No officer shall be assigned to work more than six (6) consecutive work shifts, bona fide emergencies excepted; and if assigned to work a seven (7) or more consecutive work shift, such officer shall be paid at a rate of 1½ times his/her regular hourly wage, for that period of work in excess of the five (5) consecutive work shifts.

- d. **Shift Rest Period:** Each officer shall be provided a rest period of eleven (11) hours off duty between any consecutive work shifts, bona fide emergencies excepted. However, if department scheduling shall absolutely require, an officer may be scheduled to return to work after an eight (8) hour rest period, but such short rest period shall only occur once in any workweek. If an officer is required to come to work during said eleven (11) or eight (8) hour rest period, as the case may be, he/she shall be paid at a rate of 1½ times his/her normal hourly rate for the entire work shift. Notwithstanding the above, once per month, an officer will be required, because of scheduling, to come to work during a eleven (11) or eight (8) hour rest, and then, in such event, he/she shall be paid his/her normal hourly rate for that entire work shift.
- e. **Scheduling Change:** Any full-time officer who has his work schedule involuntarily changed within five (5) days of a scheduled workday shall be compensated at his/her over-time rate for any such work hours. Such compensation at an over-time rate will not apply if the shift change is necessitated by schooling for the employee, whether mandated or at the employee's election. Changing an officer's work day(s) and/or work shift(s) shall constitute a schedule change. An officer's work schedule shall not be involuntarily changed within five (5) days of the scheduled shift, except in the case of a bona fide emergency (A sudden, urgent, unusually unforeseen occurrence or occasion requiring immediate action. Examples: riot, fire, or natural disaster or such other events that meet the preceding definition.)
- f. **Shift Exchange:** Two (2) or more officers may voluntarily exchange work shifts, or parts thereof, provided prior approval has been obtained from the Chief of Police, which approval shall not be unreasonably withheld. In the event that two (2) or more officers voluntarily exchange work shifts, and such scheduling change results in a particular officer working for a period which would authorize that officer to obtain over-time pay in any nature, then in such event, because of the voluntary work shift exchange, the change will not be approved.
- g. **Absence of a Chief:** In the event the Commission has not appointed a Chief, a Commission designee(s) has the right to perform the duties of a Chief until such time as it determines it needs a Chief and appoints one.

8. OVERTIME

Overtime rate shall be calculated by multiplying the hourly rate in effect by one and one half (1.5). Officers receiving longevity payments shall have the longevity amount included in the overtime calculation. Full-time and part-time officers shall be paid at the overtime rate for all work in excess of eight (8) or ten (10) hours per day, depending on assigned schedule, and full time officers shall be paid at the overtime rate for any hours worked on a scheduled day off. A scheduled day off shall be any day in which either prior approval has been granted, or a normal day off by way of the schedule. All benefit hours count towards hours worked; however, in no instance shall a benefit hour be counted as an overtime hour. In the event that an officer has worked any portion of his/her shift and needs to leave work and must utilize benefit hours, such officer shall be paid straight time for the benefit hours used. In no instance shall this section take away any benefits provided in any other section of this Agreement.

Over-time work shall be at the discretion of the Commission, and shall be assigned by the Chief of Police or designee among the full-time department members, on a rotating basis, according to seniority (most senior first), whereby the opportunity for over-time work, shall be equitably afforded to each full-time officer. When an officer shall decline over-time, he/she shall not again be eligible for same until all junior officers shall have been afforded an opportunity for overtime. The Commission designate shall post an over-time assignment list on the Department bulletin board, which list shall indicate the allocation of over-time work opportunities afforded to each officer. The Commission designate shall have the exclusive authority to assign work to part-time employees in lieu of overtime to a full-time employee on special projects, such as the antique show, carnivals, football games, etc.

9. CALL TIME

In the event that a full-time officer is called to work from an off duty status, he/she shall be compensated a minimum of four (4) hours at the overtime rate. Call time shall begin when the officer reports for duty at the department building or the scene of an incident, as the case may be, and shall continue until he/she is released from duty or begins a regularly scheduled shift. Once the task for which the officer was originally called into work shall be performed, the officer shall be released from duty (Part-time officers not included)

10. SCHOOLING

Whenever an officer is requested or directed to attend mandated police related training or similar function, and is required to attend such training on days which were previously scheduled as non-work (off duty) days for such officer, the officer may be granted such non-work days immediately following such training days. All mandatory schooling time, pursuant to this provision, shall be considered hours worked for purposes of calculating overtime and shall be computed from the time the officer departs his/her duty station or such other place as may be designated as a departure site, and shall continue until he/she shall return to station or such other site (commute time). The Commission shall reimburse any officer who attends any Commission approved schooling/training for the cost of any tuition, or other related expenses. The Commission shall also reimburse an officer for reasonable expenses for food and/or lodging associated with such schooling/training, but only if the schooling requires the officer to be in attendance on an overnight basis. An officer shall obtain pre-approval for any lodging expenses, except in the case of an emergency. In the event that the anticipated costs for such schooling/training are in excess of twenty-five dollars (\$25.00), the officer shall be entitled to have the Commission advance him/her a sum of money to cover such costs/expenses.

Any portion of such advance, which is not used by the officer, shall be returned to the Commission. Receipts will be required. Each officer shall be required to attend all state mandated minimum schooling requirements. Elective training or similar function will be considered for approval, upon written request. The Commission will determine the conditions of said approval, which include, but are not limited to, payment of wages, transportation and other expenses.

11. COURT TIME

Any appearances, of whatever nature, in any judicial or administrative proceeding, which arises by virtue of an officers' performance of duty, shall be deemed to be work time. The following minimums are established for Off-Duty Court appearances by full-time officers:

- a. Each District Justice appearance: Minimum two (2) hours at the overtime rate, or the actual time spent, whichever is greater.
- b. Each County Court appearance: Minimum four (4) hours at the overtime rate, or the actual time spent, whichever is greater.

There shall be no compensation to officers for being on stand-by or on-call status. Part-time officers will be paid for all hours actually worked under this provision.

12. BEREAVEMENT

A full-time officer shall be granted bereavement leave with pay according to the following terms and schedule:

- a. **Immediate Family:** An officer shall be entitled to take three (3) consecutive days off following the date of death of a member of his/her immediate family. If any of the three (3) consecutive days are scheduled days off, the officer shall receive those scheduled days off immediately following the bereavement leave. Immediate family is defined as: Spouse, child, stepchild, stepbrother, stepsister, parent, brother, sister, grandchild or stepparent.
- b. **Next of Kin:** An officer shall be entitled to take one (1) day off following the date of death of next of kin for the purpose of attending the funeral or other related necessities of such occurrence. Next of kin is defined as: Mother-in-law, Father-in-law, grandparent, brother-in-law or sister-in-law.
- c. **Additional leave:** Employees will be permitted to use any accrued leave time in addition to the above referenced bereavement leave. Such requests to use additional leave time will not be unreasonably denied.

13. PERSONAL DAYS AND HOLIDAYS

- a. Each full-time officer shall be granted thirteen (13) personal days/holidays annually. All newly hired full-time officers shall be granted personal days pro-rated to the quarter in which they are hired. All partial days shall be rounded up. An eight-hour work shift employee shall earn eight hours of leave for personal days and a ten-hour work shift employee shall earn ten hours for personal days. Personal days may be used in four (4) hour increments.
- b. **Named Holidays:** Of the 13 personal days, the following days are named holidays and special rules apply:

New Years Day, Easter, Thanksgiving, Christmas Eve, Christmas Day, and New Years Eve.

- c. **Holiday Pay:** If a listed holiday falls on a full-time officer's regularly scheduled workday and the officer works on that day, then they shall be paid at the rate of 1½ times their regular rate of pay for all hours worked on that day. If the officer takes off on some type of leave, they will not be entitled to the holiday pay. If an officer wants off on one of the named holidays, he or she must request leave approval at least fifteen (15) days prior to the occurrence of that day to the Commission designee and such request will not be unreasonably denied.

14. ANNUAL LEAVE

Each full-time officer shall be granted annual leave (vacation), with pay, according to the following schedule and conditions:

<u>Amount of Service</u>	<u>Amount of Leave*</u>
0 to 1 year of service	40 hours
After 1 year of service	80 hours
After 5 years of service	120 hours
After 10 years of service	160 hours
After 15 years of service	200 hours
After 20 years of service	240 hours

(*pro-rated to the quarter in which the officer is hired)

An officer must utilize one-half (1/2) or five (5) days of annual leave, whichever is greater, per year. Any excess unused annual leave may be accumulated to a maximum of fifteen (15) days. Once an officer has accumulated fifteen (15) days of annual leave, he/she shall be paid for the full current value of any unused annual leave that he/she may have remaining each year, in excess of the fifteen (15) days accumulated. Annual leave in units of one-half (1/2) day may be scheduled with the approval of the Chief of Police, which approval shall not be unreasonably withheld. The Commission shall permit a minimum of one (1) officer to be on annual leave on any calendar day. An officer shall have the right to reject a request for him/her to work during his/her vacation, and shall not be prejudiced by such refusal. In order for an officer to be considered eligible for a year of service, such officer must have worked at least one thousand (1,000) hours in the prior year to be considered an officer subject to accumulation of annual leave. All benefit hours shall count as hours worked when calculating the one thousand (1,000) hours.

In the event that an officer shall die during the term of this agreement, any accumulated, unused annual leave days to which the officer was entitled, shall be immediately paid at 100% of its current value, in a lump sum to the officer's spouse or dependent children, as the case may be, or otherwise to the officer's estate.

15. VACATION SCHEDULING

Each officer, in the order of his/her seniority (most senior first), must place one (1) bid for an initial annual vacation, utilizing his/her annual leave, as hereinafter provided. The Commission designate shall administer such initial bid procedure, and all such initial bids must be made prior to the 1st day of March of each calendar year. An officer with less than two (2) years of service shall be permitted an initial bid of a maximum of forty (40) hours of annual leave; and officers

with more than two (2) years of service shall be permitted an initial bid of a maximum of eighty (80) hours of annual leave. In all cases, initial bids shall be made to the Commission designate and/or the Commission at least thirty (30) days prior to the first day of the requested vacation.

After initial bids, any officer electing to utilize any portion of his/her remaining accumulated annual leave shall do so by scheduling the same with the Commission designate. Nonetheless, an officer electing to utilize any portion of his remaining accumulated annual leave shall do so by scheduling the same with the Commission designate. An officer shall be required to give notice to the Commission for the utilization of annual leave equal to the amount of time being requested, with a minimum of five (5) days notice. The Commission shall permit as many members of the Department to be on vacation leave at any one time as scheduling will permit, and approval of such leave utilization shall not be unreasonably withheld. It is understood and agreed among the parties that although the Commission may adopt staffing and/or scheduling policies which may influence the number of officers who can be off-duty at any given time, every good faith effort will be made to accommodate a request for leave beyond the aforesaid minimum of approved leaves.

16. MILITARY LEAVE

An officer who performs Military Reserve or National Guard training shall be authorized up to fifteen (15) days of absence at half (1/2) pay, which leave shall not be charged against any other leave time provided herein. The Commission will comply with all applicable state and federal military leave laws.

17. SICK LEAVE

Each full-time officer shall be granted sick leave, with pay, according to the following schedule and conditions:

- a. **Accrual:** On the first day of each calendar year, each officer shall be credited with 96 hours of sick leave. Such sick leave may be utilized as needed throughout the year. Any unused sick leave at the end of the calendar year may be carried over to a maximum of 960 hours. Newly hired full-time officers shall be credited with sick leave that is pro-rated to the quarter in which they are hired. Any portion of a day shall be rounded up to the next full day.
- b. **Usage:** An officer may utilize his/her sick leave in units of five (5) hours, for his/her own personal illness or for an emergency illness or injury in his/her immediate family which absolutely requires him/her to be at home, or for emergency medical and/or dental appointments, or as a result of the birth of a child which requires the officer to remain at home or with his/her spouse for a maximum of five (5) days, or as a result of a legal quarantine. Medical excuse is required after three (3) consecutive days.

Termination Value: An officer who is retiring from the Department shall be entitled to utilize sixty five percent (65%) of his/her unused accumulated sick leave as an early retirement credit, whereby he/she shall continue to receive his/her regular paycheck for such accumulated sick leave time as though he/she had actually worked. In the case of an officer who dies during the term of this

agreement, his/her surviving spouse or dependent children (as the case may be), otherwise his/her estate, shall immediately receive a sum equal to one hundred percent (100%) of the current value of his/her accumulated unused sick leave. An officer who is separated with or without cause shall not be entitled to any termination value for any accumulated sick leave, nor shall he/she be entitled to take such accumulated sick leave as an early retirement credit. However, if the reason for separation is the disbanding of the Commission, the terminating value for all affected officers shall be the same as retirement even though the officer is not retiring.

18. Disability

In the event that an officer is temporarily disabled as a result of an injury or illness sustained in the line of duty, such officer shall continue to receive his/her full salary and benefits for the duration of such disability. The foregoing shall not be deemed as a waiver of an officer's statutory rights pursuant to the Act of June 28, 1935, P.L. 477, as amended, (53 P.S. Sec. 637).

19. Medical Insurance

The Commission shall maintain in current force or reasonable comparable (if the Commission deems it necessary to seek another medical insurance carrier) during the period of this contract, the medical insurance which, as of the date of this agreement, currently covers full-time officers.

20. Dental Insurance

The Commission shall maintain in current force, or equal and effect during the period of this contract, the medical insurance which, as of the date of this agreement, currently covers full-time officers.

21. Retirement Health Insurance Benefits

The Commission shall allow retiring officers to participate in the insurance group as a direct pay subscriber. The level of the insurance may be determined by the retiring officer. The Commission will not pay or discount the cost of the insurance for the retiring officer.

22. Life Insurance

The Commission shall provide each full-time officer, at no cost to such officer, with a term policy of life insurance in the face amount of not less than Fifty Thousand (\$50,000.00) Dollars, which shall have a double indemnity provision in case of accidental death.

23. Funeral Expenses

The Estate of any officer killed in the line of duty shall receive Ten Thousand Dollars (\$10,000.00) for funeral expenses.

24. Liability Insurance

The Commission shall provide all members of the Department with a policy of insurance for any claim of liability on account of false arrest or other civil action arising by virtue of an officer's performance of duty, in an overall amount of not less than Two Million (\$2,000,000.00) Dollars; and shall, in any event, indemnify and hold such officers harmless on account of any judgment which may arise from any and all acts which an officer shall perform or fail to perform while acting as a police officer for the Commission. The foregoing insurance and indemnification provisions shall not apply to any intentional acts which were performed outside the scope and course of employment, except that an officer's good faith belief that such acts were within his/her scope and course of employment shall entitle him/her to such insurance coverage and indemnification. Any dispute regarding said insurance and indemnification coverage provisions shall be immediately resolved through grievance arbitration. In the event that there is a conflict of interest between an officer and the Commission or any other officer, all officers involved shall have the right to secure private counsel, and the Commission shall pay such counsel's fees and related expenses. Provided, however, that such counsel fees and expenses shall not exceed reasonable amounts for similar services rendered in Adams County Court of Common Pleas or the United States District Court for the Middle District of Pennsylvania, as the case may be. Any dispute regarding such fees or expenses shall be referred to the Fee Dispute Committee of the Adams County Bar Association. When the Commission's insurance stops paying the officer will be responsible for all remaining costs.

25. Uniforms, Equipment and Related Items

a. Each officer (full and part-time), upon being hired as a police officer for the Commission, shall be issued a complete array of uniforms, equipment, and related items, at no cost to such officer, which shall remain the property of the Commission. A listing of such issued items is attached hereto, marked as Attachment "B", and made a part hereof. A part-time officer shall only initially be issued three (3) sets of uniforms. If it is determined that more uniforms are needed, the Quartermaster can issue additional uniforms to such part-time officer, not to exceed five (5) sets. Thereafter, each officer shall have the right to turn in any such item(s) which is/are unserviceable, worn or in need of repair, and shall have a new replacement item issued to the officer by the Commission. All uniforms, equipment and related items shall be of first quality, of proper size and construction, and suitable for use by such officer. The Commission designate shall administer a quartermaster type system whereby a record of each officer's issued items is maintained and any new or turned in items may be added or subtracted from such listing from time to time as circumstances may require. Upon separation from the Police Department, an officer shall be held accountable for all uniforms and/or equipment that are then assigned to him and any items, which are not accounted for, shall constitute a lien upon an officer's final paycheck. The officers also agree that they shall use their police equipment and uniforms only for work as a police officer of the Commission.

b. The Employer will replace ballistic vests for each officer in accordance with the

manufacturer's recommendations.

26. DAMAGED CLOTHING/PROPERTY

In the event that an officer has his/her personal clothing and/or property damaged in the line of duty, the Commission shall compensate him/her for the replacement value of same, up to an annual maximum of Three Hundred Fifty (\$350.00) Dollars. An officer making such claim shall verify that such damage/loss occurred in the line of duty and provide the Commission with a reasonable basis for the replacement cost of same. Any such payment(s) shall not be deducted from any other benefit provisions herein.

27. PERSONAL VEHICLES

No officer shall be required to utilize his/her personal vehicle for Commission police business except as herein provided. In no instance shall an officer utilize his/her personal vehicle for any patrol, surveillance or other similar type of line function. The Commission shall provide suitable transportation for an officer who is traveling on Commission police business whenever possible. If an officer shall use his/her personal vehicle for travel to a court appearance or similar activity, he/she shall be paid mileage at the maximum rate permitted by the IRS.

28. LUNCH PERIOD

All officers shall be entitled to a meal period of thirty (30) minutes per work shift. If an officer works three (3) hours or more in excess of a normal work shift, then he/she shall be given an additional fifteen (15) minute meal period. An officer shall be permitted to exercise his/her meal period or rest period at any location within the Police Department's jurisdiction or within five (5) miles of the geographic center of the Police Department's jurisdiction.

29. NON-DISCRIMINATION

The Commission agrees not to discriminate against any person with respect to hiring, compensation, terms or conditions of employment on account of such person's race, color, religion, sex, national origin or age, nor shall it limit, segregate or classify employees in any way so as to deprive an individual employee of his/her employment opportunities on account of race, color, religion, sex, national origin or age.

30. POLICE VEHICLES

No officer shall be required to use any vehicle which is unsafe to be operated upon the highway as a police vehicle, or doesn't comply with the requirements of the Vehicle Code and regulations adopted by the Department of Transportation which establishes minimum criteria for a police vehicle. Any officer who encounters a defect or damage shall immediately report the same to his/her superior, in writing; whereupon, no officer shall operate said vehicle until such time as repairs are made, or the vehicle is found to be in a safe operating condition by a Commission approved and certified mechanic, according to Commonwealth vehicle inspection standards. Where such inoperable or unsafe conditions occur, the Commission will provide a "backup"

vehicle so as not to interrupt the officers' performance of duties. However, it is agreed and understood that an officer will make a good faith attempt to temporarily rectify any minor problem that may be encountered with the vehicle while on patrol, prior to initiating a call for road service or towing.

31. TUITION REIMBURSEMENT

Subject to prior approval of the Commission, an officer shall be entitled to have the tuition and related expenses/costs, i.e. manuals, supplies (excluding meals, beverages, tolls and mileage) of attending police administration/science courses or other police related courses while "off-duty" paid by the Commission if the officer completes such courses in a satisfactory manner, according to the following schedule:

Course Grade	Percentage Paid by Commission
A	100%
B	75%
C	50%

An officer who wishes to avail him/herself of such benefit shall submit a written request to the Commission; which request shall briefly describe the course, the date, place and time of such course and other pertinent facts. The officer shall pay approved courses, in full, in advance, and the officer shall submit his/her final grade report for such course to the Commission within thirty (30) days of the receipt of same. The Commission will reimburse the officer by the above percentage schedule. In the event that an officer does not receive a grade for such course which entitles him/her to 100% payment by the Commission, he/she shall make financial arrangements with the Commission to reimburse the Commission for such differential within a reasonable period of time not to exceed six (6) months, through payroll deduction or other mutually agreeable repayment plan.

32. DISCIPLINARY ACTION

In the event that the Commission or its designate shall bring disciplinary charges against an officer, and such disciplinary charges are subsequently sustained by a grievance arbitrator, the Civil Service Commission or the courts, as the case may be, then the Association shall pay the legal fees, expenses and costs associated with such actions to the Commission.

In the event that the Commission or its designee shall bring disciplinary charges against an officer, and such disciplinary charges are not subsequently sustained by a grievance arbitrator, the Civil Service Commission, or the Courts, as the case may be, such officer shall be entitled to have his/her legal fees, expenses and costs associated with his/her defense of such charges reimbursed to him/her by the Commission.

33. GRIEVANCE PROCEDURE

Whenever an officer or the Union desires to contest or otherwise challenge the interpretation and/or implementation of any provision of this agreement or any disciplinary action, he/she/it shall proceed as follows:

a. **Step 1:** The officer, either alone or accompanied by a representative of the Union, shall present the grievance, in writing, to the Commission designate within ten (10) days of its occurrence, or knowledge of its occurrence, whichever is later. The Commission designate shall report his/her decision, in writing, to the grievant and the Union within ten (10), days of its receipt.

b. **Step 2:** In the event that the grievance is not settled at Step 1, an appeal must be presented by the grievant or his/her representative to the Commission within fifteen (15) days after receipt of the response at Step 1 was due. The Commission or its representative shall meet and discuss the grievance with the grievant and/or his/her/its representatives, together with the person(s) against whom the grievance is directed, and his/her/their representatives. The Commission shall respond to the grievant in writing within thirty (30) days after receipt of the appeal.

c. **Step 3:** In the event that the grievance is not settled at Step 2, the grievant, or his/her/its representative shall serve the Commission with a written notice declaring an intention to proceed to final and binding arbitration of the dispute. Such notice must be served within thirty (30) days after response at Step 2 was due.

The Grievant, either personally or through his/her/its representative shall have the absolute right to proceed to a final resolution of the dispute through binding arbitration once the Step 3 notice has been served. The arbitrator for Step 3 shall be selected by the parties utilizing the same process by which an arbitrator for Act 111 arbitration is selected, except that there shall be only one (1) arbitrator selected either jointly by the parties or from a list supplied by the American Arbitration Association.

The arbitrator so selected, shall neither add to subtract from, nor modify the provisions of this agreement or any other prior contracts or awards. The arbitrator shall confine himself to the precise issue(s) submitted to him for decision and shall have no authority to determine any issue(s) not so submitted.

The decision of the arbitrator shall be final and binding on both parties and shall not be appealed in any Court. The arbitrator shall be requested to issue his decision within thirty (30) days after the hearing, or the receipt of the transcript of the hearing. The arbitrator may order the proceedings to be reported by a court reporter and any party may request a copy of the notes of testimony at his/her/its expense. All time limits contained herein may be extended by the mutual consent of the parties. Any reference to "days" throughout this grievance provision shall be construed to mean calendar days.

Either party shall bear his/her/its own expenses and costs. The fees and expenses of the neutral arbitrator shall be paid equally by the parties.

34. POLICE OFFICER BILL OF RIGHTS

- a. When an anonymous complaint is made against a police officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.
- b. When any citizen complaint is filed greater than ninety (90) calendar days after the date of the alleged event complained of, which if true, could not lead to criminal charges, and there is no other corroborating evidence, such complaints shall be classified as

unfounded and the accused employee shall not be required to submit a written report, but shall be notified orally, or in writing, of such claim.

- c. A police officer, whether a subject or witness, must be informed of the nature of the interrogation at the outset of the interrogation.
- d. If the interrogated police officer writes a written statement, a transcript is taken, or a mechanical record is made, a copy of same must be given to the interrogated police officer without cost, upon request.
- e. If any police officer under interrogation is under arrest or likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.
- f. At the request of any police officer under interrogation, he shall have the absolute right to be represented by Counsel, if so required by applicable law, including the rights granted under Miranda, of his choice and/or an Union representative who shall be present at all times during the interrogation. The interrogation shall be suspended for a reasonable time until representation may be obtained.

35. PENSION

The Commission shall keep in place the pension that is currently in existence as of the date of the execution of this agreement during the period of this contract. The Parties agree to establish a joint committee to meet with the pension plan actuary to determine if benefits can be added or enhanced without additional cost to the Commission and to implement such changes if so.

36. WAGES

Wages shall be paid every two (2) weeks, either by check to all officers or by direct deposit to all officers. If by direct deposit, each officer may choose from one of two financial institutions.

The pay rate for members of the Union shall be as set forth on Attachment "A". For wage purposes, part-time, Patrolmen 2nd class and Patrolmen 1st Class will now be compensated as "Patrolmen".

37. GENERAL PROVISIONS

- A. **Benefit Hours - Definition:** The following are hours are termed as Benefit Hours: Regular work hours (including overtime hours), Personal Days, Annual Leave, Sick Leave, Bereavement Leave, Call Time, and Work Related Disability.
- B. **Contract Interpretation:** In the event of an ambiguity in any of this contract language, it shall not be construed against the drafting party inasmuch as both parties had the aid of competent counsel.

38. SUBCONTRACTING

The Commission agrees that it will not contract with other municipal police departments to perform police work currently being performed by members of the bargaining unit. The Union recognizes that the Commission is governed by the terms of the Agreement for Joint Police Services.

39. SUCCESSORS

The Union recognizes that the Commission is governed by the terms of the Agreement for Joint Police Services signed by Berwick Township, Oxford Township and New Oxford Borough. Should these municipalities, either jointly or individually, withdraw, the Commission will have no authority to assign the obligations of this Agreement. To the extent that any of the individual municipalities continue to have its own police force, said municipality will negotiate with the Union over any changes to the terms and conditions of the officers' employment that may result.

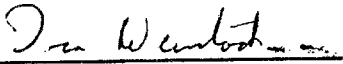
40. MAINTENANCE OF STANDARDS

It is agreed that all terms, conditions and standards of work which are in effect at the signing of this Agreement shall remain in effect for the duration of this Agreement, provided they are consistent with all applicable laws. The Union and Employer shall meet and discuss all side letters and awards and incorporate into this Agreement.

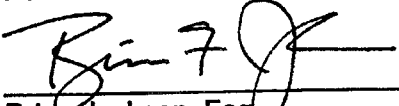
A MAJORITY OF THE INTEREST ARBITRATION PANEL HAS ACCEPTED THIS AWARD.

BOARD OF ARBITRATORS


FOR TEAMSTERS LOCAL 776


Ira Weinstock, Esq.

FOR THE COMMISSION


Brian Jackson, Esq.

IMPARTIAL ARBITRATOR


Richard Kasher, Esq.

Attachment "A" Wages (see Article 36)

	Current	1/1/2010	1/1/11 - 6/30/11 1.02 Rate	7/1/11-12/31/11 1.02 Rate	1/1/12-6/30/12 1.02 Rate	7/1/12-12/31/12 1.025 Rate
Lieutenant	\$29.10	\$29.60	\$30.19	\$30.79	\$31.41	\$32.20
Seargent	\$27.63	\$28.13	\$28.69	\$29.26	\$29.85	\$30.60
Corporal	\$26.31	\$26.81	\$27.35	\$27.90	\$28.45	\$29.16
Patrolman	\$25.06	\$25.56	\$26.07	\$26.59	\$27.12	\$27.80
Part Time/ New Hire Full Time	\$18.76	\$19.26	\$19.65	\$20.03	\$20.44	\$20.95

Attachment "B" Uniforms and Equipment (T/A)

Each officer shall be issued the following items:

- Five (5) each, Pants , all season
- Five (5) each, Shirts, winter
- Five (5) each, Shirts, summer
- Two (2) each, Neckties, clip-on type
- One (1) each, Belt, inner pants, leather
- One (1) each, Belt, Sam Brown, leather basket weave
- One (1) each, Holster, leather basket weave, duty type
- One (1) each, Department issued firearm
- Three (3) each, Ammunition magazines for firearm
- Two (2) each, Magazine pouches, leather basket weave
- One (1) each, Handcuffs, with leather case, basket weave
- Two (2) each, Badge, uniform
- One (1) each, Badge, wallet size
- One (1) each, Rain Coat, with cover for dress hat
- One (1) each, Hat, dress uniform type
- One (1) each, Hat, baseball type
- One (1) each, Coat, winter, black leather , bomber style
- One (1) each, Coat, fall weight, "IKE" style
- One (1) each, sweater, black military style
- One (1) each, Soft body armor, must be worn at all times when on duty
- One (1) each, Flashlight
- One (1) each, Name plate, uniform, chrome plated

Miscellaneous Emblems and Accessories, as required.

The Commission shall provide an annual allowance of \$100.00 per year for each officer for the purchase of appropriate shoes and boots. Officers may accumulate a total of up to \$200.00 for the purposes of purchasing shoes and boots.