

**Contract Agreement**

**For the period from  
January 1<sup>st</sup>, 2006 to December 31<sup>st</sup>, 2009**

**This Agreement is between the  
Eastern Adams Regional Police Commission  
and the  
Eastern Adams Regional Police Association**

## Table of Contents

Item		Page
1.	Term of Agreement -----	1
2.	Association Security -----	1
3.	Recognition -----	1
4.	Distribution of Contract -----	1
5.	Longevity -----	1
6.	Scheduling -----	2
	a. Quarterly Schedule -----	2
	b. Work Week -----	2
	c. Work Shift -----	2
	d. Shift Rest Period -----	3
	e. Scheduling Change -----	3
	f. Shift Exchange -----	3
7.	Over-time -----	3
8.	Call Time -----	4
9.	Schooling -----	4
10.	Court Time -----	5
11.	Bereavement Leave -----	5
	a. Immediate Family -----	5
	b. Next of Kin -----	5
12.	Holidays/Personal Days -----	5
	a. Usage -----	5
	b. Named Holidays -----	6
13.	Annual Leave -----	6
14.	Vacation Scheduling -----	7
15.	Military Leave -----	7
16.	Sick Leave -----	7
	a. Accrual -----	7
	b. Usage -----	7
	c. Termination Value -----	8
17.	Disability -----	8
18.	Medical Insurance -----	8
19.	Dental Insurance -----	8
20.	Retirement Health Insurance Benefits -----	8
21.	Life Insurance -----	8
22.	Funeral Expense -----	8
23.	Liability Insurance -----	9
24.	Uniforms, Equipment and Related Items -----	9

25. Cleaning	-----	10
26. Damaged Clothing/ Property	-----	10
27. Personal Vehicles	-----	10
28. Lunch Period	-----	10
29. Non-Discrimination	-----	10
30. Police Vehicles	-----	10
31. Tuition Reimbursement	-----	11
32. Disciplinary Action	-----	11
33. Grievances	-----	11
a. Step 1	-----	11
b. Step 2	-----	12
c. Step 3	-----	12
34. Police Officer Bill of Rights	-----	12
35. Pension	-----	13
36. Wages	-----	13
37. Date of Hire for James A. Costella, Sr.	-----	13
38. Benefit Hours – Definition	-----	13
39. Attachment “A”	-----	14
40. Attachment “B”	-----	15
41. Signature Page	-----	16

1. **Term of Agreement:** Four (4) years commencing January 1, 2006 through December 31, 2009.
2. **Association Security:** Upon receipt of a written authorization signed by an employee within the bargaining unit, the Commission shall deduct an amount of money, certified by the Association as being the regular membership dues of the Association, from such employee's weekly paycheck for the benefit of the Association. For an employee to be required to comply with the provisions of this section, the employee shall be required to, as a condition to employment and prior to the commencement of employment, sign an authorization for the Commission to collect the Association dues or service charge. Furthermore, the representative/Commission shall collect the dues and pay them monthly to a designated Association representative, whether or not dues are assessed or service charges are assessed on a weekly or monthly basis. If an Association member fails to maintain his membership in the Association in good standing during the term of this Agreement, or any successor agreements, he shall be subject to the hereinafter-stated service charge for non-members of the Association. Furthermore, any employee within the bargaining unit who is employed on the effective date of this Agreement, or who thereafter becomes employed by the Commission in a position within the bargaining unit, and who does not become a member of the Association, or who becomes a member of the Association and thereafter fails to maintain such membership in good standing, shall pay to the Association on a weekly basis, a service charge as a contribution toward the administration of this Agreement, in an amount equal to the regular weekly dues and assessment of the Association members for the administration of this Agreement.
3. **Recognition:** Pursuant to Act 111 of 1968, the Commission recognizes the Eastern Adams Regional Police Association as the exclusive representative for collective bargaining purposes for all members of the police department.
4. **Distribution of Contract:** The Commission shall print and distribute to each member, as quickly as possible, the terms of this Agreement and any other relevant material including, but not limited to, medical plans, medical insurance plans, life insurance, booklets and insurance policies.
5. **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, 2006

<u>Years of Service</u>	<u>Amount</u>
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%

B. Effective January 1, 2008

After 16 years	6.0%
----------------	------

6. **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 Sunday through Saturday inclusive. Each full-time officer shall work five (5) work shifts per workweek and shall have two (2) consecutive regular scheduled days off duty per workweek.
- c. **Work Shift:** A work shift shall be a continuous eight (8) hour 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 double 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, than 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 double 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 twelve (12) 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 twelve (12) or eight (8) hour rest period, as the case may be, he/she shall be paid at double 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 twelve (12) 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 changed, except in the case of a bona fide emergency.
  - 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, no over-time shall be payable to such employee.
  - g. **Absence of a Chief:** In the event the Commission has not appointed a Chief, the Commission has the right to perform the duties of a Chief until such time as it determines it needs a Chief and appoints one.
7. **Over-time:** 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) hours per day, 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 among the 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 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. In addition, the Commission designate shall be able to assign over-time to part-time employees in lieu of a full-time employee.

8. **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)
9. **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 paid at regular or over-time rate as hereinafter provided, 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). An officer shall be paid at the over-time rate while attending mandated schooling/training only when the total number of schooling hours, computed according to the above provisions, exceeds the total number of regular work hours which would have been worked during the calendar days on which such schooling occurred. 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. This paragraph will apply only to schooling, which is state mandated. 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.

10. **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:
  - 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.

11. **Bereavement Leave:** 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 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.

12. **Personal Days:** Each full-time officer shall be granted thirteen (13) personal days 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.

- a. **Usage:** The Association shall name certain days that occur in the calendar year, that when named, no use of a personal day on that named day can be denied. If an officer chooses to use a personal day on a named day, he/she must give fifteen (15) days notice prior to the occurrence of that day. If an officer chooses to work his/her regular schedule on a named day, he/she will be paid at his/her regular hourly wage. If an officer is

scheduled off on a named day, he/she will not accrue any floating holidays, as was the previous practice. The use of a personal day at any other time will be as the schedule permits.

- b. **Named Holidays:** The Association chooses the following days as named days:

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

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

<b><u>Amount of Service</u></b>	<b><u>Amount of Leave*</u></b>
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	180 hours
After 20 years of service	200 hours

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

Whenever an officer shall utilize sufficient consecutive annual leave days which offset all his/her regularly scheduled work shifts in a work week, his/her schedule shall be arranged, if possible, to allow him/her to utilize his/her regular off-duty days, or compensatory holidays, if any, in conjunction with such annual leave days. An officer must utilize one-half (1/2) or five (5) days of annual leave, which ever 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.

14. **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. The initial bid does not have to specify any days requested off, but cannot exceed the maximum initial bids hereinafter provided. 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.

15. **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.
16. **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 twelve (12) days 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 one hundred (120) days. 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 four (4) 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

This document subject to approval of all parties

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT  
Between the  
Eastern Adams Regional Police Commission  
and the  
Eastern Adams Regional Police Association  
January 1, 2006 - December 31, 2009

THIS ADDENDUM, entered into this 4<sup>th</sup> day of June 2006, effective June 04, 2006 through December 31, 2009, by and between the Eastern Adams Regional Police Commission, (hereinafter referred to as "Commission"), and the Eastern Adams Regional Police Association (hereinafter sometimes referred to as "Association").

WHEREAS, the Eastern Adams Regional Police Commission is a political subdivision of the Commonwealth of Pennsylvania and is a municipal employer of police officers as that term is contemplated by Act 111 of 1968, Act of June 24, 1968, P.L.237, No. 111, as amended, 43P.S.217.1, et seq. (Act 111); and

WHEREAS, as the Eastern Adams Regional Police Bargaining Unit is the exclusive recognized bargaining unit for the police officers employed by the Eastern Adams Regional Police Department pursuant to Act 111 of 1968; and WHEREAS, the parties hereto are parties to a collective bargaining agreement entered into pursuant to Act 111 of 1968, which, effective until 2009; and WHEREAS, the parties have agreed to execute this Addendum to amended the collective bargaining agreement to address certain matters pursuant to Act 111.

NOW, THEREFORE, the parties hereto agree as follows:

# 1. OVERTIME

Time and one-half the regular rate of pay shall be paid for all hours worked in excess of a regularly scheduled work day, all hours on a regularly scheduled day off, and eighty hours per pay period, which shall be detailed semi-monthly. The work day shall be defined as either eight (8) hours during a five day work period including a thirty (30) minute lunch period per shift or ten (10) hours during a four day work period including a thirty (30) minute lunch period per shift. The redefinition herein of work period is to accommodate adjustments in scheduling so that police officers will be able to be scheduled for four 10-hour work shifts in a given work period and such scheduling will not trigger overtime.

2. PERSONAL DAYS

Paragraph 12 of the collective bargaining agreement is amended to read as follows:

✓ PERSONAL DAYS: Each full-time officer shall be granted 13 days of personal leave time annually. The redefinition of the work period shall apply to the calculation of credits for personal days. Example: An eight hour employee shall earn eight hours of leave for personal days and a ten hour employee ten hours for personal days. For officers scheduled under the ten-hour shift, calculations of debits shall be made on that basis, not the eight-hour shift. All newly hired full-time officers shall be granted personal leave hours prorated to the quarter in which they are hired. All partial personal leave hours shall be rounded up.

Section 12 a. and b. of the current contract is to be removed and replaced with the following.

7A

*X* Section 12 a. Holiday Pay: If a listed holiday falls on an officers regularly scheduled work day and the officer does work on that day then they shall be paid at the rate of one and one half (1½) the regular rate of pay. 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 they must give written notice at least fifteen (15) days prior to the occurrence of that day to the Commission designee and it must be approved by the Commission designee.

*X* Section 12 b. Named Holidays

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

*X* 3. SICK LEAVE

Paragraph 16(a) of the collective bargaining agreement is amended to read as follows:

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 an hour shall be rounded up.

4. OUTSIDE EMPLOYMENT

No full time employee of the Eastern Adams Regional Police Department shall perform any other Law Enforcement employment during the eight (8) hour period prior to a regularly scheduled shift with Eastern Adams Regional Police Department unless the commission's designee gives prior written approval.

5. INCORPORATION

This Addendum shall amend any provision of the collective bargaining agreement inconsistent with the provisions of this Addendum. In all other respects, the provisions of the collective bargaining agreement shall remain in full force and effect.

Executed this 4 day of NOVEMBER, 2006, effective January 1, 2006.

EASTERN ADAMS REGIONAL POLICE  
COMMISSION

*Fred Nugent*  
By:

EASTERN ADAMS REGIONAL POLICE  
ASSOCIATION

*Daf...*  
By:

7-B

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.

c. **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.

17. **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).
18. **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.
19. **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.
20. **Retirement Health Insurance Benefits**: The Commission shall continue to provide any full-time police officer who retires, and any eligible dependents as defined above, with the same level of health insurance benefits received at the time of retirement until age sixty-five (65), at the cost of the officer and with the consent of the insurance carrier.
21. **Life Insurance**: The Commission shall provide each officer, at no cost to such officer, with a 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.
22. **Funeral Expenses**: The Estate of any officer killed in the line of duty shall receive Ten Thousand Dollars (\$10,000.00) for funeral expenses.

23. **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 One Million (\$1,000,000.00) 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.
24. **Uniforms, Equipment and Related Items:** 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.

25. **Cleaning**: The Commission shall provide for the cleaning of the winter coats of the officers as needed at no cost to the officer.
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 Two Hundred Fifty (\$250.00) 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 Commonwealth certified mechanic, according to Commonwealth vehicle inspection standards. 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 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. **Grievances:** Whenever an officer or the Association 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 Association, 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 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 Association 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 1 of 2 financial institutions. The pay rate for members of the association shall be increased or changed as listed on Attachment "A". For Wage purposes, Part-time, Patrolman 2<sup>ND</sup> Class and Patrolman 1<sup>ST</sup> Class will be now be compensated as "Patrolman".

37. **Date of Hire for James Costella:** James Costella's date of hire will be acknowledged to be 10/07/1986, his original date of hire for Oxford Township Police Department. This date will be used when calculating annual leave, longevity, and for seniority purposes. It is also understood that there is to be no retroactive payments from preceding agreements. This date of hire determination is also established for all/any future agreements.

38. **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.

39. **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.

**ATTACHMENT "A" - WAGES**

<b>2005-2007</b>	<b><u>2005</u></b>	<b><u>Current</u></b>	<b><u>2006</u></b>	<b><u>3%</u></b>	<b><u>2007</u></b>	<b><u>3%</u></b>
Part-Time/Full-Time New Hire	\$ 38,417.60	\$ 18.47	\$ 35,006.40	\$ 16.83	\$ 36,046.40	\$ 17.33
Patrolman/Current Part-Time	\$ 45,406.40	\$ 21.83	\$ 46,758.40	\$ 22.48	\$ 48,152.00	\$ 23.15
Corporal – 5% above Patrolman	\$ 46,987.20	\$ 22.59	\$ 49,088.00	\$ 23.60	\$ 50,564.80	\$ 24.31
Sergeant – 5% above Corporal	\$ 48,172.80	\$ 23.16	\$ 51,542.40	\$ 24.78	\$ 53,102.40	\$ 25.53

<b>2008</b>	<b><u>01-01-08</u></b>	<b><u>2%</u></b>	<b><u>07-01-08</u></b>	<b><u>2%</u></b>
Part-Time/Full-Time New Hire	\$ 36,767.33	\$ 17.68	\$ 37,502.67	\$ 18.03
Patrolman/Current Part-Time	\$ 49,558.94	\$ 23.61	\$ 50,550.12	\$ 24.09
Corporal – 5% above Patrolman	\$ 51,576.10	\$ 24.80	\$ 52,607.62	\$ 25.29
Sergeant – 5% above Corporal	\$ 54,164.45	\$ 26.04	\$ 55,247.74	\$ 26.56

<b>2009 *</b>	<b><u>01-01-09</u></b>	<b><u>2%</u></b>	<b><u>07-01-09</u></b>	<b><u>2%</u></b>
Part-Time/Full-Time New Hire	\$ 38,252.72	\$ 18.39	\$ 39,017.78	\$ 18.76
Patrolman/Current Part-Time	\$ 51,561.12	\$ 24.57	\$ 52,592.34	\$ 25.06
Corporal – 5% above Patrolman	\$ 53,659.77	\$ 25.80	\$ 54,732.97	\$ 26.31
Sergeant – 5% above Corporal	\$ 56,352.69	\$ 27.09	\$ 57,479.74	\$ 27.63

\* Rate is in effect for any part-time officer hired after January 1, 2006 and for any officer hired full-time who has not completed one (1) year of service with the Commission. It is understood that there are fifty-two (52) pay periods. This shall not change the payroll practice of pay every two (2) weeks.

SIDE LETTER OF AGREEMENT

WHEREAS, the Eastern Adams Regional Police Association (Association) is the exclusive recognized bargaining agent for police officers employed by the component municipalities forming the Eastern Adams Regional Police Commission in accordance with the Act of June 24, 1968, P.L. 237, No. 111, as amended, 43 P.S. §217.1, et seq. (Act 111) and the Pennsylvania Labor Relations Act; and

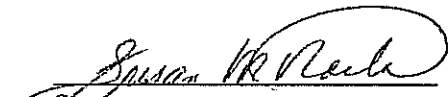
WHEREAS, the component municipalities through the Eastern Adams Regional Police Commission are public employers of the Association's membership as that term is defined in those Acts;

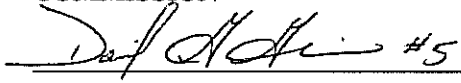
NOW, THEREFORE, the parties enter into the following side letter to the collective bargaining agreement

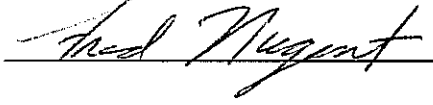
1. Effective upon the date of this agreement, the collective bargaining agreement shall be amended to provide as follows:

(a) A Police Officer holding the rank of Lieutenant shall be paid a rank differential of 5% over the wage rate of a Sergeant.

IN WITNESS WHEREOF, the parties hereto have duly executed and sealed this Agreement on the 19<sup>th</sup> day of January, 2007

  
Secretary

EASTERN ADAMS REGIONAL POLICE  
COMMISSION  


EASTERN ADAMS REGIONAL POLICE  
ASSOCIATION  


## **Attachment "B" – Uniforms and Equipment**

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.

IN WITNESS WHEREOF, the parties hereto, designated representatives, do hereby set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2005, and intend to be legally bound thereby.

*new  
JW*

**EASTERN ADAMS REGIONAL  
POLICE ASSOCIATION**

**EASTERN ADAMS REGIONAL  
POLICE COMMISSION**

By: *Randy Reus*  
Association President

By: *Thomas J. White, Esq*  
*Counsel for the Commission*  
Commission President

Date: *D. M. K.*

Date: *1/12/06*

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_  
Association Representative

By: *Rusan M. Proctor*  
Commission Secretary

Date: \_\_\_\_\_

Date: *1/24/06*