

AGREEMENT

Between

THE MUNICIPALITY OF  
RICHLAND TOWNSHIP,  
BUCKS COUNTY  
PENNSYLVANIA

AND

THE RICHLAND TOWNSHIP POLICE OFFICERS'  
ASSOCIATION

2015 - 2018

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**Article I** -- Purpose

The purpose of this agreement entered into between Richland Township and the Richland Township Police Officers' Association shall be to promote an orderly, harmonious relationship between the parties hereto, insuring efficient, uninterrupted police service to all citizens of the Township.

The Township and Police Officers who are employees of the Township, through their respective representatives, have negotiated certain matters relating to rates of pay and other conditions of employment, including procedures to secure a prompt, fair disposition of grievances.

Now therefore, the parties hereto agree as follow:

**Article II** -- Bargaining Unit

This agreement shall apply to Police Officers who are employees at the inception of this agreement and to Police Officers who are employed by the Township during the life of this agreement.

The following personnel shall be specifically excluded from the terms of this agreement:

- A. Police Chief or other person officially placed in permanent charge of the department.
- B. Clerical personnel assigned to the department.
- C. Part-time Police Officers and School Crossing Guards employed to work less than the minimum time specified for a Police Officer prescribed within this agreement.

### Article III. -- Definitions

Police Department Employee – An individual legally employed by the Township and compensated through the Township payroll for his/her service.

Police Officer – A sworn police member, below the grade/rank of lieutenant, legally appointed by the Township, to work, or be in full time compensable status, as scheduled by the Chief of Police.

Basic Work Week – The scheduled number of days and hours an Officer is required to work per week, as scheduled by the Chief of Police.

Pay Period – The 14 day period beginning with Sunday and ending with Saturday.

Work Day – The daily shift for an Officer is twelve (12) hours. However, the Chief of Police may create a daily shift of less than twelve (12) hours for the following assignment (if created by the Township): Criminal Investigator, Narcotics Investigator, Community-Police Liaison Officer, School Resources Officer, DARE Officer and bargaining units above the rank of Sergeant, if any.

**Patrol Shifts – The Dayshift will be 0600-1800. The Nightshift will be 1800-0600. There can be an overlap shift, which is a 12 hour shift that cannot begin prior to 1200 hours and cannot begin after 1500 hours. The overlap shift will be referred to as a Cover Shift. Whatever time period is selected for the Cover Shift, it cannot be changed during an officer's 2 or 3 day tour, unless mutually agreed upon by the officer and the Chief or his designee.**

Special Duty – Duty performed by an Officer outside of regularly scheduled hours when assigned by the Chief of the department, to provide protective service for a function of a private or public person or organization.

Hourly Rate of Pay – The Officer's annual salary divided by two thousand eighty (2080).

Training – The status of a Police Officer hired without Act 120, the PA Municipal Police Officers' Education and Training Act. Such Officer shall remain in the training status until completion of Act 120 and certification by the PA MPOETC.

Probationary Period – The twelve (12) month period following ACT 120 certification. This shall include the completion of the Field Training program established by the Township to determine the fitness and ability of a prospective Police Officer prior to permanent appointment.

Police Chief or Chief of Department – The person legally appointed by the Township to permanently command the Police Department, regardless of the title of such person.

Compensable Status – Eligible to receive compensation other than regular salary, including sick leave benefits, holiday pay, vacation pay, accident and sickness benefits, worker's compensation benefits or disability benefits.

Date of Hire – Shall be the first full day worked for payroll purposes.

Work Year – A work year is twelve consecutive calendar months beginning on January 1<sup>st</sup> and continuing through December 31<sup>st</sup>. A work year will not exceed 2080 hours. Any hours worked in excess of 2080 hours will be compensated at either the overtime rate or through compensatory time.

#### Article IV. -- Sickiness and Injury

Each police officer shall be entitled to ten (10) days (12 hour shifts) sick leave annually for a total of 120 sick hours per year.

A. Sick leave shall accrue as of January 1<sup>st</sup> of each year.

Sick leave not used may be accumulated to a maximum of **two hundred (200) days or two thousand four hundred (2400) hours.**

An employee eligible for sick leave with pay shall be granted such leave for the following reasons upon request:

- A. Personal illness or incapacity from causes beyond the employee's control.
- B. The illness or incapacity of a member of the employee's household that requires the employee's personal care and attention. The use of such leave beyond three (3) consecutive days shall require approval of the Chief of Police.
- C. Enforced quarantine of the employee in accordance with health regulations.

An Officer on sick leave should inform his immediate superior of the fact and of the reason therefore as soon as possible.

After an absence of three (3) or more consecutive work days, the Township may require a physician's certification. The Township may likewise demand a physician's excuse upon proof of an established pattern or use of sick leave either immediately prior to or following holidays and/or other scheduled days off so that such pattern indicates the possible abuse of sick leave.

"Pattern" as used here will mean the unsubstantiated use of sick leave in conjunction with paid leave as set forth above on two (2) or more occasions in a calendar year. Upon the second such use in the calendar year, the employee shall be notified that they will be required to submit a physician's excuse for all further sick leave absences in that calendar year.

Nothing in this section shall be construed in any way to limit the right of the Chief of Police to take appropriate disciplinary action against an employee for abuse of sick leave or to rely upon other evidence of a pattern of sick leave abuse.

An Officer who is receiving compensation and/or disability benefits for a service connected injury shall be eligible for an incremental salary adjustment and disability benefit increase, should such come due during his/her period of disability.

An Officer who is receiving accident and sickness benefits while absent from duty due to an illness shall be eligible for any increase in benefits, should such come due during his/her period of illness.

Absence for a fraction or part of a day that is chargeable to sick leave in accordance with these provisions shall be charged by the number of hours missed.

Accrued sick leave shall not be given but rather forfeited upon his/her dismissal, retirement, or resignation from his/her position.

The Township shall provide for all members of the Department a short term disability plan (non-worker compensation) which shall take effect after fifteen (15) days of illness and shall provide sixty percent (60%) of the Officer's basic weekly pay up to a maximum of six hundred dollars (\$600.00) per week. This benefit shall last up to a maximum of twenty-six (26) weeks. Upon expiration of this benefit, the Officer may use any remaining accumulated sick leave. This coverage is for non-work related injuries and illness.

#### Article V -- Vacation

The vacation year shall be January 1<sup>st</sup> through December 31<sup>st</sup>.

For purposes of applying the schedule set forth below, the number of whole years of employment will be determined as of the Officer's anniversary date within the vacation year. The amount of vacation earned based on years of employment completed within a vacation year will accrue as of January 1<sup>st</sup> of the vacation year.

Each Police Officer shall be eligible for an annual vacation with pay in accordance with the following schedule. Except that any Officer beginning employment after July 1<sup>st</sup>, shall not be eligible for vacation, during the Officer's first year, until after December 31<sup>st</sup>.

First year of employment.....	One Week (40 hours)
After One (1) year of employment.....	Two Weeks (80 hours)
After Five years of employment.....	Three Weeks (120 hours)
After Thirteen years of employment.....	Four Weeks (160 hours)
Nineteen Years or over .....	Five Weeks (200 hours)

The process for submission and approval of vacation requests shall be described in full in the *Richland Township Police Department Guidelines, Policies and Procedures Manual*. **No more than two officers are allowed to be off per day (not shift). This includes Vacation and Kelly Days. The Chief and the Sergeants benefit time will not be counted as part of the two officers off.**

Effective 1/1/10, employees shall not be required to pre-schedule one (1) week of vacation or any personal days. Requests for non-pre-scheduled individual vacation shall be made at least 30 days in advance and shall require the approval of the Chief of Police, which approval shall not be unreasonably denied. Requests for non-pre-scheduled vacation weeks shall be made at least 60 days in advance and shall require the approval of the Chief of Police, which approval shall not be unreasonably denied. There shall be no penalty associated with schedule changes which must result as a result of non-pre-scheduled leave.

Earned vacation may not be postponed or accumulated from year to year. However, upon written request to the Chief of Police, to be received prior to October 1<sup>st</sup>, an officer may elect to carry over to the following year forty (40 hours) of his regular vacation.

An officer shall not be paid vacation pay in lieu of time off except with the expressed consent of the Chief of Police.

Accrued vacation pay shall be given to an employee who terminated employment for any reason. In the event an employee dies, any accrued vacation pay shall be paid to his/her beneficiary.

When called into work on a vacation day, the day shall not be charged to the Police Officer's vacation account.

**Vacation days cannot be used on holidays to create overtime situations.**

**In order to preserve an officer's right to schedule vacation with a 30 day notice, the Township cannot change the schedule less than 31 days prior to any date. However, an officer's schedule may be changed with less than 30 days of notice when mutually agreed to by the officer and the Chief or his designee. Also, an officer's schedule may be changed with less than 30 days notice due to promotions, retirements or changes of assignments.**

## Article VI -- Other Leaves

Any Officer who shall be called to jury duty and shall serve at such duty shall be compensated in the amount which will be necessary to equal the difference between the Officer's regular pay for the period of jury duty and the compensation for jury duty, for those periods of jury duty that coincide with the Officer's scheduled hours of work.

Any Officer called into the active service of any branch of the armed forces of the United States shall be granted a leave of absence for the period of such service, provided that the employee applies for reinstatement in accordance with the provisions of the United States Department of Labor Regulations relating to Veterans Reemployment Rights. An Officer who shall be called to active service shall be compensated in the amount, which will be necessary to equal the difference between the Officer's regular pay for the period of active service and the compensation for active service.

Reserve Duty – An Officer who is a member of any reserve component of the United States Armed Forces or Pennsylvania National Guard will be allowed leave of absence for required training or duty in accordance with state and federal laws.

Bereavement Leave – An Officer who is required to be absent from duties due to the death of a spouse or child shall continue to receive pay during the necessary absence not to exceed six (6) shifts. An Officer who is required to be absent from duties due to the death of a mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law or brother-in-law shall continue to receive pay during the necessary absence not to exceed three (3) shifts. An Officer who is required to be absent from duties due to the death of any other individual related to the Officer by blood or by marriage shall receive pay during the necessary absence not to exceed two (2) shifts.

**Kelly Days cannot be used on holidays to create an overtime situation. No more than two officers are allowed to be off per day (not shift) using Vacation or Kelly Days. The benefit time of the Chief and Sergeants will not be counted towards the two officer limit.**



## Article VII -- Employee Group Insurance

The Township shall provide, at its cost, for the benefit of each Police Officer and his/her family, a complete medical and hospitalization benefit currently identified as the Independence Blue Cross Personal Choice **PPO Platinum HSA 50 Plan**. This is a high deductible plan that is combined with a Township funded Health Savings Account (HSA) which shall be implemented by the Township consistent with applicable tax laws and other applicable laws. **Beginning in January 2016 Officers will be required to pay 4% of the premium for their health insurance policy.**

**Beginning in January 2016 the Township's annual contribution to an Officer's HSA Account shall be reduced for an officer with no covered dependents from \$2,000 per year to \$1,500 per year and the contribution to the HSA accounts of Officers with covered dependents shall be reduced from \$3,500 to \$3,000.**

In the event, during the term of this Agreement, the Township anticipates that it is reasonably likely to be subject to an excise tax ("Cadillac Tax") in 2018 pursuant to the provisions of the Affordable Care Act and the Internal Revenue Code, the Township shall notify the Association of its intent to renegotiate the health care insurance provisions of the collective bargaining agreement. The Township and Association shall then enter into a thirty (30) day period of negotiations to resolve the "Cadillac Tax" issue alone, to begin no sooner than July 1, 2017. During the negotiations, the Township will demonstrate to the Association the basis of its good faith belief that it is reasonably likely to be subject to the Cadillac Tax in 2018.

If the negotiations do not result in an agreed upon resolution, the Township may file for an Act 111 reopener relative to the health care/"Cadillac Tax" issue. The Township may file for the Act 111 reopener based on a good faith belief that the Township will be subject to the Cadillac Tax in 2018. The Township shall provide information to the Association including premium renewals and all assumptions used in calculating premium or premium equivalent as soon as that information is received from the insurance provider. The Act 111 arbitration panel shall have jurisdiction over whether to enact plan design or other healthcare changes in order to avoid imposition of the Cadillac Tax while continuing to provide reasonable health care benefits to the affected employees. In the event that healthcare benefits are diminished in order to avoid the tax, the Act 111 panel may consider other economic improvements to reflect the healthcare reductions. Any reopener shall be decided by December 15 of the year in which it is filed; and the resulting determination shall remain in effect for the duration of the Agreement. Both parties agree to expedite an Act 111 hearing to resolve this matter.

The Township shall pay the premium for an individual basic dental insurance policy for all Police Officers and his/her family.

The Township reserves the right to substitute another plan for any or all of the above provisions, provided the plan would provide similar coverage and services.

The Township shall provide each Officer, their spouse and dependent children to a reimbursement of up to \$75 per person per year for an eye exam by an Optometrist or

Ophthalmologist, not covered by the Township provided medical insurance, upon presentation of a paid receipt.

The Township shall obtain and maintain at its expense a life insurance policy with a face amount of **\$100,000** with an additional provision for accidental death/dismemberment of **\$100,000** on the life of each member who physically qualifies for such insurance for the benefit of persons to be named by the insured member.

The Township shall make every effort to provide Police Officers with False Arrest Insurance and Professional Liability Insurance with the minimum coverage of \$500,000.

**Article VIII** -- Retirement

All Police Officers shall be enrolled in and entitled to the benefits of the Police Pension Fund as specified by the Pennsylvania Municipal Retirement System. At the appropriate age, the pension benefit will be computed at one-half (1/2) the average monthly salary for such member during the last thirty-six (36) months of employment.

**Effective January 1, 2016, Police Officers contributions to the Pension Plan shall be increased from 2% to 2.5% of annual compensation. Beginning January 1, 2017, Officers' contributions shall be increased to 3% of annual compensation.**

**DROP is to be added to the Pension Plan.**

**Article IX** -- Salaries, Wages and Other Compensations

Police Officers shall be paid an annual salary in accordance with the following salary schedule:

<b>Salary Schedule</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
Training Status	\$43,599	\$45,125	\$46,704	\$48,339
Probationary Status	\$45,673	\$47,272	\$48,927	\$50,639
13-24 Months	\$51,217	\$53,010	\$54,865	\$56,785
25-36 Months	\$58,140	\$60,175	\$62,281	\$64,461
37-48 Months	\$65,058	\$67,335	\$69,692	\$72,131
49 -60 Months	\$71,968	\$74,487	\$77,094	\$79,792
60 Month and Over	\$76,130	\$78,795	\$81,553	\$84,407
Sergeant	\$79,938	\$82,736	\$85,632	\$88,629

Economic Hardship – In the event that the Township faces economic hardship and the Supervisors propose to reduce costs by laying off members of this bargaining unit, the bargaining unit agrees to meet with the Township to discuss implementing a wage freeze or reduction in place of a lay off.

Officers who work in excess of twelve (12) hours per shift, shall, when authorized or requested by the Chief of Police of the Department, receive one and one-half (1-1/2) times their regular rate of pay for such excess hours worked. Further, the one and one-half (1-1/2) rate shall apply under the following conditions:

- A. For all hours of a workday whenever the workday begins on a holiday (between 0001 hours and 2400 hours).
- B. When called into work on scheduled vacation days. When so called, the day shall not be charged to the Police Officer's vacation account.

**To better equalize overtime opportunities among the officers. It is agreed that the Chief of Police or his designee shall maintain an overtime list for use in instances where the Chief or his designee determine that overtime will be offered to cover a work shift for manpower shortages. The overtime list will either be maintained in the squad room or on a computer accessible from the squad room and shall indicate the last date that each officer had been offered overtime and whether or not the overtime was accepted, refused or required an officer to be forced to work. The overtime list will also indicate whether an officer was unavailable to work the overtime due to his work schedule. However, any overtime of less than 5 hours can be filled as needed by the Chief or his designee. Overtime shifts of 5 hours or more, must go through the overtime list to be filled.**

**The first overtime occurrence will be offered to the senior officer and shall follow the seniority rule. In the event an officer is unavailable to work the overtime due to his work schedule, the officer must relinquish his/her turn on the overtime list until the next time overtime becomes available. The unavailable officer will then be afforded the opportunity to accept or refuse to work the subsequent overtime occurrence. The**

overtime list rotation will then continue based on the last officer who accepted or was forced to cover the previous overtime occurrence utilizing the seniority rule.

The Chief of Police or his designee may assign an overtime assignment should a situation arise where the overtime list is completely exhausted and no officer is available to work. In the event of a "forced overtime situation", the available officer having the lowest seniority shall be assigned the overtime occurrence. The first "forced overtime situation" will be assigned to the officer with the lowest seniority and then shall follow a reverse seniority rule. However, no officer shall be ordered to work overtime when they are currently on vacation, personal or Kelly time, unless an extraordinary situation arises and all other means to fill the shift have been exhausted.

The Chief of Police or his designee shall attempt to contact an officer in the event of an overtime occurrence either in person or via phone. If the officer does not answer the phone or return a message within five (5) minutes, the Chief of Police or his designee shall call the next officer on the overtime list. This procedure shall be followed until an officer is located or until the list has been exhausted.

If any officer takes announced priority leave time, the officer may via memo to the supervisor in charge of scheduling, request that he not be contacted during that leave period for overtime. Any overtime opportunity missed during this block would be considered a DECLINE on the rolling overtime. Each officer may use the Priority Benefit Period twice per calendar year, and the memo must be submitted at least 30 days from the affected date.

The only exception to this overtime equalization procedure shall be if the Chief of Police or his designee determines that a particular skill is needed in the officer for the overtime shift. The Chief of Police or his designee shall have the right to call whichever officer in the department that meets the need, regardless of the overtime list.

In the event an officer is up for forced overtime and the officer has scheduled benefit time, there will be a "safe time" of six (6) hours where the officer cannot be forced in for overtime. This six hour safe time will be on either side of the schedule shift, which now has benefit time. (For examples an officer scheduled to start at 0600, cannot be forced to work beyond midnight BEFORE THE SCHEDULED BENEFIT and an officer scheduled to start at 1800 cannot be forced to work beyond 1200 BEFORE THE SCHEDULED BENEFIT.) This six hour safe time extends past the shift as well, to give 24 hour protection.

Special duty as defined earlier in the agreement, shall be compensated for at one and half (1-1/2) times the Officer's hourly rate, minimum two (2) hours pay.

An Officer shall be compensated for time required for court attendance according to the following schedule and conditions except when such required attendance is during regularly scheduled work hours:

- A. For County Court, the actual number of hours or required court attendance times one and one-half (1-1/2) the Officer's hourly rate, minimum four (4) hours at one and one-half (1-1/2) the Officer's hourly rate.

- B. For District Court, the actual number of hours of required court attendance times one and one-half (1-1/2) the Officer's hourly rate, minimum two (2) hours at one and one-half (1-1/2) the Officer's hourly rate.
- C. For all hearings, time will commence 30 minutes prior to the schedule time of hearings in those cases where there are witnesses to interview. However, if the extension of hours goes past the Officer's scheduled start of a shift, he receives additional pay only equal to the number of hours until the shift starts. Likewise, if a court or magisterial hearing continues past the end of an Officer's scheduled shift, the Officer shall receive overtime pay for those hours worked after the conclusion of his/her shift only.
- D. This article shall be effective as long as legislation specifically authorizing such payment for court appearance is in effect.
- E. Officers will not be required to log in or out when required attendance is outside regular work hours.
- F. An Officer who is placed on call to testify in the Court of Common Pleas during a period of time he is not scheduled to work shall be paid two (2) hours at the regular hourly rate per day. An Officer who is actually called to Court to testify during a time he is not scheduled to work shall be paid as set forth above and shall not be entitled to the on call payment.

Officers may, with prior approval of the Chief of the Department, use a Township vehicle for transportation to court.

Officers shall be paid mileage for the use of a private vehicle in the performance of duty. Such use must have prior approval of the Police Chief. The payment shall not be subject to payroll withholdings. The rate of reimbursement shall be – the rate periodically established by the IRS.

An Officer employed by the Township shall receive an annual lump sum allowance for years of service, in accordance with the following schedule:

Years	Payment	Years	Payment
5	\$575	15	\$1,725
6	\$690	16	\$1,840
7	\$805	17	\$1,955
8	\$920	18	\$2,070
9	\$1,035	19	\$2,185
10	\$1,150	20	\$2,300
11	\$1,265	21	\$2,415
12	\$1,380	22	\$2,530
13	\$1,495	23	\$2,645
14	\$1,610	24	\$2,760
		25	\$2,875

- A. Payment shall be made in the last pay period of November.
- B. No payment shall be due an Officer whose employment is terminated, for any reason, prior to the date he is due to receive payment.
- C. Such payment shall not be used in calculating the Officer's hourly or overtime rate.

#### Compensation Time

- A. "Compensation Time" (hereinafter referred to as "Comp Time") shall be defined as "hours" during which an employee is not working which are not counted as hours worked during the applicable workweek or other work for purposes of overtime compensation and for which the employee is compensated at the employee's regular rate. Compensatory time shall be calculated at the overtime rate of one and one-half (1-1/2) times the hourly rate.
- B. All employees shall be permitted to accrue and use comp time subject to the following terms and conditions:
  - 1. All comp time can be earned and accumulated to a maximum of forty (40) hours. Comp time may be carried over from one (1) calendar year to the next.
  - 2. Comp time may only be accrued when agreed upon by the Officer and the Chief of Police.
  - 3. Each Officer must request advance approval from the Chief of Police for the use of comp time. The Chief will exercise discretion concerning the request based upon operational and scheduling needs of the Department. The Chief shall be authorized to deny a request if same would unduly disrupt the operations of the Department.
  - 4. Upon termination of employment to include retirement, any employee shall be paid for the unused comp time, at the Officer's hourly rate.
  - 5. The Chief of Police or his designee shall be authorized to deny a request for the use of Comp time when the use would result in an overtime occurrence for another officer to take the place of the officer requesting to use Comp time.

6. Article X -- Uniform and Uniform Allowance

Upon qualification and acceptance as a member of the police force, every new Officer shall be furnished by the Township the following uniforms and items of organization equipment:

Basic Uniform

- 1 Overcoat/Jacket
- 5 Trousers
- 5 Shirts (long sleeve)
- 1 Fur Hat
- 2 Ties
- 2 Pair Gloves
- 1 Pair Rubber Boots
- 2 Dikies
- 1 Pair Footwear (Officer's choice)
- 1 "Dress" uniform Blouse.
- 5 Shirts (short sleeve)
- 1 Hat

Organizational equipment:

Belt, holster, duty firearm, "back up" firearm,  
Extendable baton, badges, nameplates and raincoat.

Organizational equipment and uniforms shall be prescribed by and remain the property of the Township. Equipment and uniforms requiring repair or replacement due to normal wear and use shall be at the expense of the Township.

The Township shall provide for the dry cleaning of the uniform items listed in the above paragraph. The Township will maintain all uniform items including the footwear.

The Chief of Police shall have discretion to modify the above prescribed organizational equipment based on departmental needs and advances in police technology.

The Township shall provide business cards for the use of each individual Officer.



**Article XI** -- Bargaining Committee

The Township agrees to meet and bargain collectively with the duly elected representatives of the Police department in the areas of salaries and wages, working hours, working conditions and various fringe benefits.

**Article XII** -- Strike Prohibition

During the term of this agreement, the police agree that none of their members shall cause or participate in a strike of any description, nor any mass demonstration designed to slow down or curtail the efficiency or effectiveness of the police department.

**Article XIII** -- Rights Retained by the Township

The Township retains, solely and exclusively, all managerial responsibilities, which shall include but not be limited to the following rights:

- A. To establish or continue policies, practices and procedures for the conduct of the Township operation and to change or abolish such policies, systems, practices and procedures.
- B. To determine methods, systems, materials and equipment to be used in the operation of the department.
- C. To determine the number of hours per day or per week operations shall be carried on.
- D. To select and determine the number and type of employees required.
- E. To establish and change work schedules and assignments.
- F. To transfer, promote, suspend or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons.
- G. To make and enforce reasonable rules for performance, discipline and conduct of the Police Officer.

Matters of inherent managerial policy, such as hours of duty, scheduling, length of shifts, determination of methods and means to operate the Police Department are reserved exclusively to the Township, provided such reservation does not conflict with any provision of this Agreement.

## Article XIV -- Grievance Procedures

### Definitions

- A. Grievance shall be defined as a dispute involving the application or interpretation of any provision of this Agreement and includes matters of discipline.
- B. Grievant(s) shall mean the person or persons asserting the claim resulting in the dispute, including the Richland Township Police Officer's Association.
- D. Calendar days shall mean days exclusive of holidays.

### Miscellaneous

- A. The election by a Grievant to pursue a dispute under this grievance/arbitration procedure shall constitute a waiver of the right of the Grievant to pursue such dispute in any other forum provided by statute, and the election of the Grievant to pursue a dispute in a forum other than this grievance/arbitration procedure shall constitute a waiver of the right of the Grievant to pursue such dispute under this grievance/arbitration procedure.
- B. The parties agree to apply the decisions of arbitrators to all substantially similar grievances arising thereafter and to eliminate the filing of grievances where possible by the application of awards as precedents. This paragraph shall not apply to disciplinary grievances, which shall be considered on a case-by-case basis.
- C. A representative of the Bargaining Unit may attend all grievance hearings and conferences.
- D. The time limits established in this procedure may be extended by mutual agreement.

### Grievance and Arbitration Procedure

- A. Level 1 – Township Manager  
The Grievant shall present the grievance in writing to the Township Manager within fourteen (14) days of its occurrence or knowledge of its occurrence. The Township Manager shall arrange a conference with the Grievant within ten (10) calendar days after the receipt of the grievance. The Township Manager shall render a decision in writing to the Grievant no later than ten (10) calendar days after the conference.
- B. Level II – Arbitration  
In the event the Grievant is not satisfied with the disposition of the grievance at Level I or in the event that no hearing is held or no decision has been rendered at Level I within the time provided for that hearing or decision, the grievance may

be referred to arbitration by a written request made within thirty (30) calendar days following the date the hearing would have been held or the date the decision at Level I or the expiration of the time provided for such a decision.

The arbitrator shall be a person mutually agreed upon by the parties or, if such a person cannot be agreed upon within twenty-one (21) calendar days after the submission of the request for arbitration, then the Bargaining Unit and the Township shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of arbitrators (who shall be members of the National Academy of Arbitrators) from which the parties shall select an arbitrator in accordance with the rules of the agency selected.

The arbitrator shall not have the authority to add to, subtract from, nor modify any provision of this agreement.

The decision of the arbitrator shall be final and binding on both parties.

#### Failure to Process Grievance

Failure to process a grievance to the next higher step of the grievance procedure or to arbitration within the time limits specified shall be construed to mean that the grievance was settled at the preceding step of the grievance procedure.

#### Fees and Expenses of Arbitrator

The fees and expenses of the arbitrator and the cost of any transcript shall be divided equally between the parties.

**Article XV** -- Injured on Duty

Officers injured on duty and disabled thereby and incapacitated from performing their duties shall receive 100% of their base annual pay for the length of the disability. In the event all or a portion of the disability is paid by an insurance carrier and/or Worker's Compensation, the Township will pay the Officer the difference between the reimbursement from the insurance carrier and/or Worker's Compensation and the Officer's base annual pay.

Officers have their choice of accepting the Township pay or the insurance carrier pay. If the Officer elects the Township pay, all monies paid by the insurance carrier and/or Worker's Compensation shall be reimbursed to the Township.

## **Article XVI** -- Training and Education

The Township is to provide each Officer with the minimum number of hours of in-service training and education per year, which is or may be mandated by Commonwealth law.

The Township agrees that an Officer involved with in-service training are to use Township vehicles if the same are available and, if not, such Officer shall be reimbursed at the established statutory IRS rate.

Officers shall receive meal allowance and reimbursement upon presentation of receipts for all training attended.

All Officers must complete the minimum mandatory Pennsylvania annual training certification requirements.

The Township shall provide current updated CPR, First Aid and Advanced First Aid certification training.

All Officers shall have annual certification in the use of firearms and the Township shall pay the cost of ammunition.

The Township shall pay the annual cost of PA Crime Code and PA Vehicle Code books for each Officer annually.

At the request of an Officer, the Township shall provide fifty (50) rounds of firearm ammunition per month for the purpose of firearms training.

The Township shall pay the annual membership dues for each Officer in the Bucks County Police Officer's Association.

The Township shall pay the annual membership dues for each Officer in related professional organizations or specialties, when approved by the Chief of Police.

**Article XVII** -- Academic Allowance

Upon presentation of receipts and transcripts for college accredited courses in which a member received a grade "80" (typically reported as a B for educational reporting purposes) or higher, the Township will reimburse the member for 100% of the cost of the tuition, books and fees. Receipts of all expenses shall have to be documented. Notice of intent of using this benefit must be given by September 1<sup>st</sup> of the prior year.

After the submission of above documentation as outlined above, reimbursement shall be made in the full course amount within thirty (30) days.

The course work taken to receive educational incentive payment shall relate specifically to the earning of a certificate or degree in police science, public administration, business management, criminal justice, or corrections. Such course work shall be taken at an accredited college, university, or community or junior college, which offers an Associate, Bachelors or Master Degree.

**Article XVIII** -- Term of Agreement

The provisions of this agreement shall become effective January 1, 2015 and shall remain in full force and effect until 2400 hours, December 31, 2018.

**Article XIX** -- Layoff and Recall

It is the intention of the Township not to lay off any full-time regular Officers. However, in the event the Board of Supervisors determines that layoffs are necessary, those eligible for full retirement shall be mandatorily retired. Any further layoffs shall be done on the basis of Officers with the least seniority. If more than one Officer has the same date of employment, seniority for the purpose of layoffs shall be determined by lottery.

**Article XX** -- Scope of Agreement

The Township and police acknowledge that this agreement represents the results of collective bargaining between said parties conducted under and in accordance with the provisions of the Pennsylvania Labor Relations Act and Act 111 of 1968. This agreement / award shall constitute the entire agreement / award between the parties for the duration of the agreement / award with reference to terms, conditions, or benefits of employment covered herein, except as this agreement may be modified in writing by mutual agreement of the parties.

**Article XXI** -- Separability

In the event that any provision of this agreement is or shall at any time be held to be contrary to law by a Court of last resort of Pennsylvania or of the United States or by an appellate court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. All other provisions shall continue in effect.

**Article XXII** -- Holidays and Personal Days

Each Officer shall receive the following days off as paid holidays.

- A. New Year's Day
- B. President's Day
- C. Good Friday
- D. Easter
- E. Memorial Day
- F. Independence Day
- G. Labor Day
- H. Thanksgiving
- I. Christmas Eve
- J. Christmas

Each full time police officer that works on a holiday, between the hours of Twelve midnight (0000) and Twelve midnight (2400), will be compensated for the actual hours worked during said holiday, at the overtime rate of one and a half (1.5) times his/her rate of pay. Each officer will be paid at the overtime rate for the actual number of hours worked on the holiday. If the officer's shift covers parts of two days, the officer will only be paid at the overtime rate for the hours that are on the holiday. All other hours will be at the officer's regular rate of pay.

In lieu of receiving another day off or holiday time, each full time police officer shall receive compensation for ten (10) holidays at his/her base rate, in one lump sum, along with the first paycheck in December of each year.

Each Officer shall also receive three shifts (36) hours of personal time in a calendar year.

A Personal day can be used for an emergency day off, including when two other officers are on a benefit day. If a second officer wishes to use a personal day on the same day as another officer and the department cannot cover both officers being off, then the most senior officer will get the day off. Personal Days do not need to be prescheduled, and can be used in an emergency situation, with a minimum notice of four hours. Personal days cannot be used on holidays to create an overtime situation. In the event that an officer fails to schedule his allotted Personal Days, then those days will be forfeited.



### Article XXIII -- Miscellaneous

The Township shall agree to negotiate with representatives of the Richland Township Police Officers' Association a mutually agreeable shift schedule for the ranks of Patrol Sergeant and below. In negotiating the schedule, parties will agree to maximize the use of all available manpower in an attempt to provide adequate and safe coverage for the Township.

The Township shall agree to negotiate with representatives of the Richland Township Police Officers' Association a mutually agreeable policy concerning the use of "Kelly Time".

Any member of the Department may have time off with pay from his regularly scheduled duty to attend any meeting with the Township Manager, Township Board of Supervisors or any Committee thereof, as long as he has prior approval by the Chief of Police.

An Officer's Personnel Record will include, but not be limited to an Officer's record of hire, record of training, copies of training certificates, any and all interdepartmental correspondences concerning said Officer, record of promotion, commendations, letters of gratitude or complaint from the public and matters of discipline. Any Officer may examine his own Personnel Record at a time that is convenient to the Officer and the custodian of the Personnel Records. An Officer may photocopy anything from his Personnel record. If, through a grievance, there is a reduction or elimination of the grieved issue, the Personnel Record shall be adjusted accordingly within thirty days of the grievance ruling.

Any Officer may file a complaint to the Chief of Police, and if necessary, to the Township Manager concerning a potential unsafe working condition.

The Township and the Richland Township Police Officers' Association agree to a rotating overtime provision to provide for the fair and equitable distribution of overtime (See Appendix B).

#### Lateral Appointments

The Township may, at its own discretion, appoint an experienced Officer having honorably served in some other municipality in Pennsylvania at an annual rate comparable to the number of year's experience. For all intents and purposes other than the probation length, salary and vacation credit, the time served will be computed from the date of appointment.

### Article XXIV -- Headings


Any headings preceding the text of the several Articles hereof are inserted solely for convenience of reference and shall not constitute a part of this agreement, nor shall they affect its meaning, construction or effect.

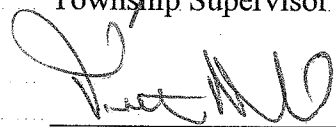
IN WITNESS WHEREOF, the parties hereto, by their duly elected authorized officers or agents, have executed this Agreement on the day and year first hereinabove set forth intending to be legally bound hereby..

ATTEST: THE TOWNSHIP OF RICHLAND

  
Township Manager

  
Township Supervisor

  
Township Supervisor

  
Township Supervisor

RICHLAND TOWNSHIP POLICE DEPARTMENT

