





**SPRINGFIELD TOWNSHIP COLLECTIVE BARGAINING AGREEMENT 2016-2020**

Guaranteed Savings Plan. This pool of money shall be used only for tuition reimbursement costs as outlined in Paragraph C.

B. The pool of money shall not carry over from one year to the next, but shall be recomputed and refreshed upon publication of the PA 529 GSP Average Tuition Level each academic year.

C. Association members may enroll in college courses offered by an accredited institution of higher learning in a degree program in the field of criminal justice or a course of study specifically related to their job duty pre-approved by the Springfield Township Chief of Police. Upon satisfactory completion of a course, Association members shall be reimbursed for the actual cost of tuition at the rate of 100% for a final grade of A, 90% for a final grade of B, and 80% for a final grade of C, until the pool of money described in Paragraph A has been fully spent. There will be no reimbursement for any grade below C.

D. Textbooks and fees shall be reimbursed at the same rate described in paragraph C upon proof of receipt. Reimbursement for textbooks and fees shall not count against the total cap.

E. Association members have equal portions of the pool of money available to them, unless another Association member agrees to allow a fellow Association member to utilize his or her share. Disputes shall be adjudicated within the Association.

F. The effective date of a reimbursement request—and the academic year associated with the reimbursement—is when the Association delivers the request with all supporting documentation to the Chief of Police.

G. Any Association member who currently possesses or achieves a degree in criminal justice or a course of study specifically related to their job duties pre-approved by the Springfield Township Police Chief from an accredited college, university or academy shall receive an annual lump sum payment as listed below on the first pay period of the calendar year for any degree the member currently possesses, or in the second pay period following the awarding of the degree for a degree earned while employed. The educational benefit shall be as follows:

Associate’s Degree--\$500

Bachelor’s Degree--\$700

**ARTICLE IX: HOLIDAYS**

A. The following days shall be designated as holidays for the calculation of holiday pay and overtime:

- New Year’s Day                      Independence Day
- President’s Day                      Labor Day
- Good Friday                          General Election Day
- Easter Sunday                        Thanksgiving Day
- Memorial Day                        Christmas Day

B. Association members who work a holiday shall be compensated at 2 times the member’s base rate for the shift. Time worked beyond a normal shift on a holiday shall be compensated at 1½ times a member’s base rate. Members who do not work a holiday shall be compensated at their normal base rate for a normal shift. Members shall not be paid for holidays while receiving sick pay and/or short- or long-term disability benefits.

**ARTICLE X: COMPENSATORY TIME**

With the permission of the Springfield Township Police Chief, an Association member shall be permitted to accrue compensatory time at the rate of 1½ hours per overtime hour worked in lieu of overtime pay. No compensatory time may be used except upon prior approval of the Springfield Township Police Chief. No compensatory time may be accrued in excess of 40 hours per year. Any compensatory time scheduled but unused because of the death or retirement of a member shall be paid either to the officer or to his/her dependents. Compensatory time must be used by April 1 of the following year. Any compensatory time not used shall be paid at the rate at which it was earned.

**Article XI VACATIONS**

A. Vacations with pay and vacation accrual for eligible employees on the active payroll shall be as follows:

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**ARTICLE XVII: POLICE BILL OF RIGHTS**

- A. When an anonymous complaint is made against a police officer and no corroborating 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 a criminal charge, such complaint shall be classified as unfounded and the accused employee shall not be required to submit a written report, but he 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 an officer, while being interrogated, provides a written statement, or if a transcript is taken of his/her statement, or if any mechanical record of his/her statement is made, the member shall be provided a copy of the statement upon request.
- E. If any police officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he/she shall be completely informed of his/her rights prior to the commencement of the interrogation.
- F. At the request of an officer being investigated, he/she shall have the right to be represented by counsel of his/her choice or by a fraternal order of police representative during an interrogation. The interrogation shall be postponed for a reasonable time while representation is sought.
- G. Unless the member agrees, the Township shall not make any public comment on the reasons for any disciplinary action brought against a member.
- H. No member of the bargaining unit shall contact a complainant unless directed to do so by the Chief of Police.

**ARTICLE XVIII: GRIEVANCE PROCEDURE**

- A. A grievance is a dispute raised by a member or members involving the interpretation or application of the express terms of this Agreement. A grievance shall also include those matters of discipline as provided in the Police Tenure Act and those matters covered by the Heart and Lung Act. However, it is specifically understood that within the thirty (30) day period an officer has the right to elect to pursue a remedy through the grievance procedure or the Police Tenure Act. An election of either is irrevocable and is the exclusive remedy. In the event an officer fails to elect within the thirty (30) day period, then the Township may presume that the Police Tenure Act is to be followed. Under no event may probationary members file disciplinary grievances.
- B. *Sequence* – Not later than fifteen (15) days after an officer becomes aware of an event prompting a grievance, the member(s) may file a grievance. The grievance must be submitted in the following sequence:
  - a. To the Township Manager
  - b. To the Board of Supervisors
  - c. To an arbitrator
- C. *Form of Appeal and Representation* – All grievances must be presented in writing and dated at each step. The grievance must cite the contract provision allegedly violated and other pertinent details. A member shall be entitled to representation of his choosing in processing a grievance.
- D. *Decision and Time Limits* – Informal hearings shall be held at steps (a.) and (b.); these hearings shall be scheduled within fifteen (15) days of the decision at each step. A decision shall be made within fifteen (15) days of the hearing at Step (a.) and within thirty days at Step (b.). Failure to receive a decision within these time limits shall entitle the member(s) to appeal at the next step. If a grievance is not appealed to the next step within ten (10) days of a decision, it shall be considered settled on the basis of the Township's last answer. The time limit in each step may be extended by mutual written consent of the officer(s) and the Township representative involved at any step. As used herein, "days" shall mean work days of Monday through Friday, exclusive of holidays.
- E. *Arbitration* – If the grievance is not settled at Steps (a.) or (b.), the member(s) may refer the grievance to

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arbitration within ten (10) days after receipt of the Township's answer in Step (b.). The arbitrator shall be a person mutually agreed upon, or if such a person cannot be agreed upon within ten (10) days after submission of the request for arbitration, the grievant and the Township shall jointly request the American Arbitration Association to submit a list of arbitrators under the Voluntary Labor Arbitration Rules of that Association.

F. *Authority of Arbitrator* – The decision of the arbitrator shall be based solely on the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The arbitrator shall have no authority to suggest amendment, modification, additions to or subtractions from the provisions of this Agreement. The arbitrator shall consider and reach a decision only on the specific issue submitted to him/her in writing by the parties, and shall have no authority to make his/her decision on any other issue not so submitted. The arbitrator shall submit his/her decision in writing within thirty (30) days following close of the hearing or submission of briefs; whichever is later, unless the parties agree to an extension. The decision of the arbitrator shall be binding upon both parties.

G. *Expenses* – The fees and expenses of the arbitrator and the costs of any transcript shall be divided equally between the parties.

**ARTICLE XIX: BENEFITS**

The Township shall provide to the members of the Association a benefit program as detailed below. The ability to provide such a program is based upon the Township's ability to provide a minimum group of 10 employees to the insurance providers. As such, this plan is the same benefit as provided to non-uniformed and management employees of the Township. The provision of these benefits is to be provided to the Police Association regardless of the status or number of non-uniformed and management employees of the Township.

A. *Health Care Insurance* – The Township shall maintain a policy of health care insurance coverage for each member of the Association. The Township agrees to offer each member the ability to obtain coverage for his/her spouse and/or dependents consistent with the group policy of benefits offered to all Township employees. For 2016 – 2020 the insurance coverage will be provided by United Health Care. The Township will evaluate the health care insurance plan annually and reserves the right to unilaterally change carriers. The Township will guarantee that any change will provide a comparable level of coverage.

B. *Vision and Dental Insurance* – The Township agrees to provide a vision plan and dental plan for each member of the Association and also agrees to offer each member the ability to obtain coverage for his/her spouse and/or dependents consistent with the group policy of benefits offered to all Township employees. For 2016 - 2020 the coverage will be a vision plan provided by United Health Care and the Delta Dental plan that was in effect in 2015 or a carrier that will provide a comparable level of coverage. The Township will evaluate these plans annually and reserves the right to unilaterally change carriers. The Township will guarantee that any change will provide a comparable level of coverage. The Township shall provide to each member of the Association, dental coverage for the family at no additional cost to the members, if desired.

C. *Disability Insurance* – The Township agrees to provide a long-term disability plan for each member of the Association consistent with the group policy of benefits offered to all Township employees. Association members shall be afforded Income Protection pursuant to Article XIV as the first benefit for non-work related disability. After an absence from work exceeding the limits of Article XIV, employees shall receive 60% of his/her monthly base salary pursuant to the terms of the long-term disability policy in effect. The Township will evaluate this plan biennially and reserves the right to unilaterally change carriers. The Township guarantees any change will provide a comparable level of coverage.

D. *Group Life Insurance* – The Township agrees to provide group life and accidental death and dismemberment insurance for each member of the Association consistent with the group policy of benefits offered to all Township employees. For each member the amount of coverage is \$50,000. The Township will evaluate this plan annually and reserves the right to unilaterally change carriers. The Township will guarantee

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handcuffs, taser and upon certified training, an impact tool (ASP or PR-24). After the first year, where the officer shall receive a payment of \$350 for maintenance of uniforms, each officer shall receive a payment of \$500 for the normal upkeep of uniforms. New uniforms and equipment shall be provided upon the authority and discretion of the Chief of Police. Should the uniform or equipment become damaged in the line of duty, such replacement shall, at the discretion of the Chief of Police, be provided at Township expense.

**ARTICLE XXVI: SEVERABILITY AND SAVING CLAUSE**

If an Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. Furthermore the affected Article and Section shall be negotiated immediately.

**ARTICLE XXVII: PENSION**

A. The Township shall continue the Police Pension Plan for all employees covered by this Agreement, in accordance with Commonwealth Law; and in accordance with Ordinance No. 8 (12-12-67), Resolution 84-2 (1-24-84), Resolution No.85-6 (3-26-85) of Springfield Township and the previous Agreement dated January 3, 1995.

B. The Township will by ordinance adopt a five (5) year Deferred Retirement Option Plan (DROP) that will comply with state law and will be substantially similar to the plan provided by the Police Association to the Township which is attached as "Addendum A" and incorporated herein by reference. The Members waive any claim that their pension benefit must be increased as a result of their participation in the DROP Plan (with back pay) because Act 600 requires payments based on final average salary.

C. The Township and Association agree that the Township can unilaterally eliminate the DROP Pension without bargaining at any time the Township desires with 30 day written notice.

D. The Township and Association agree that both sides have negotiated the following.

1. 5% member contribution for 2016 & 2017, 2018, 2019, 2020.
2. If the actuary's biennial valuation report indicates the plan has achieved a level of at least 95% funded liability, the parties may agree jointly to an actuarial analysis, at the plan's expense, to determine if member contributions will be required for the following year.
3. The members shall be required to make contributions, up to 5%, before Township funds are used to make the plan actuarially sound.

E. If a Member is killed in service; the Killed in Service Death Benefit shall be funded for and provided by the Commonwealth of Pennsylvania as defined in Act 51 of 2009. No Killed in Service Death Benefit shall be provided by the Springfield Township Police Pension Plan.

**ARTICLE XXVIII: ANNUAL FITNESS TESTING**

No change for officers hired prior to January 1, 2007

The Springfield Township Police Department encourages all Officers to maintain a high level of physical fitness. Physical fitness provides:

1. Ability to work with vigor without undue fatigue.
2. Energy to meet unforeseen emergencies.
3. Increases pride in the individual and department.
4. Increases confidence, flexibility and agility.
5. Increases strength and stamina.
6. Decreases job related stress.
7. Decreases stress related illness.

Mandatory physical fitness test participation is required for officers hired after 1 January 2007:

The fitness testing shall be conducted annually. Officers shall be compensated for their attendance time. The

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objective is to maintain a reasonable level of fitness.

**TESTING:**

300 Meter Run—Participant will run 300 meters on a largely level surface within 90 seconds. Participant may take a seven (7) minute rest after the run, or may elect to continue the test.

1 Minute Situps—Participant will have 1 minute to complete 20 situps. This exercise shall consist of the participant laying on the ground or floor with his/her knees bent to 90 degrees and feet held in position. The participant will interlock their fingers behind their head and touch their elbows to their knees. Hips must remain in contact with the surface at all times. Rests shall be in the up position only. Participant may take a five (5) minute rest after the run, or may elect to continue the test.

Vertical Jump—Participant will be provided three (3) attempts to jump as high as possible from a flat-footed position. The standard is met with a jump of at least twelve (12) inches. Participant may take a two (2) minute rest after the run, or may elect to continue the test.

Push-ups—Wearing a semi-form fitting top, participant shall place their hands on the ground, approximately shoulder width apart. Participant’s feet may be up to 12 inches apart. The participant’s body must form a straight line from shoulders to ankles (plank position). Maintaining a rigid line from ankles to shoulders, the participant shall lower his/her body to the ground until the chest touches the ground. Participant shall return to the plank position until the elbows are locked. Resting may be done in the plank position only. The standard is met when fifteen (15) push-ups are completed without breaking form.

Should any participant fail to meet the standards of the test, that participant shall be provided three (3) months from the date of the failed test to improve and retake the test. In the event of a second failure, the officer shall be considered to have failed for the entire annual period.

Both parties recognize that a physically fit police department serves the public interest. The Township agrees it will support a program designed to encourage the physical fitness of its officers. If all Officers, including the Chief of Police, successfully meet the standards of the physical fitness test as outlined in this Article, the Township shall allocate \$1000 in the budget for use in purchasing or maintaining fitness equipment, tools or support items to the benefit of all sworn law enforcement in Springfield Township. The budget allocation shall be made for the year following all officers successfully meeting the standard. The Chief of Police has discretion to spend the budget allocation to meet the objectives herein.

Written confirmation of the performance of each participant will be provided to the Township by the Chief of Police upon completion of the annual physical fitness test.


Approved at a public meeting on October 13, 2015 by the Board of Supervisors.

  
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Jason A. Wager, Township Secretary

  
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David W. Long, Chairperson

Approved by the Springfield Township Police Association on 10/28/2015.

  
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Jules A. Sepulveda, President

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