ARTICLE I: PARTIES, PURPOSE AND TERM OF AGREEMENT

- A. This Agreement is entered into as of October 13, 2015, between the Township of Springfield, County of Bucks, Commonwealth of Pennsylvania, (hereinafter referred to as "Township") and the Springfield Township Police Association (hereinafter referred to as "Association").
- B. WHEREAS, the parties hereto, pursuant to collective bargaining between them, pursuant to the Pennsylvania Public Employee Relations Act, desire to establish the terms of an Agreement relating to wages, hours, and conditions under which the employees who are members of the Association shall work for the Township during the life of this Agreement.
- C. This agreement shall be become effective on January 1, 2016, and shall cover five (5) years beginning January 1, 2016, and ending December 31, 2020, with exceptions as noted in the body of specific articles in the agreement.

ARTICLE II: RECOGNITION

- A. The Township recognizes that the full-time uniformed employees of the Police Department, exclusive of the Chief of Police, constitute a legal unit under Act 111 for purposes of collective bargaining, and agrees to recognize the agent or representative, if any, for the terms of the Agreement, for purposes of collective bargaining with the Township on matters pertaining to wages, hours, and conditions of employment
- B. If the Chief of Police is selected from any member in the bargaining unit at the time this contract is ratified, the Chief may return to the bargaining unit at his request. It is understood that if the Chief of Police position is filled with an individual who is not from the bargaining unit at the time that this contract is ratified the language from Article II, Section A will prevail.

NOTE: The Chief of Police cannot elect to go back to the bargaining unit to escape disciplinary action that would warrant dismissal under the Police Tenure Act.

- C. The Association and their representative recognize the Township Supervisors or the Township's appointed agent or representatives, if any, as the representative of the Township for the purpose of collective bargaining with the Association on matters pertaining to wages, hours, and conditions of employment for the term of the Agreement.
- D. Whenever the words "member" or "members" or "officer" or "officers" are used in the Agreement, they shall mean and be limited to the employees in the bargaining unit covered by this Agreement as defined in Article II. The words used in the masculine shall include the feminine.

ARTICLE III: MANAGEMENT RIGHTS

Springfield Township retains the right to manage its business including, but not limited to, the right to direct the work force; the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote or take other disciplinary action in conformance with written policy; except where expressly abridged by a specific provision of this Agreement and/or any limitations set forth in applicable State or Federal Laws. The Township shall retain the right to maintain efficiency in its operations and have the right to take whatever actions may be necessary in emergency situations.

ARTICLE IV: <u>NON-DISCRIMINATION</u>

There shall be no discrimination by the Township or member of the Association against any employee because of race, color, religion, creed, national origin, sex, age, political affiliation, or handicapped status.

ARTICLE V: DEFINITIONS

- A. OVERTIME Township shall pay one and one-half (1½) times the Association members base rate for all hours worked in excess of scheduled hours, pursuant to the rules of the Fair Labor Standards Act.
- B. ANNIVERSARY DATE The month and day when each member of the Association shall first have started work as a full-time member of the Springfield Township Police Department as it occurs in each successive year following the year in which the member shall have commenced employment.
- C. SHIFT This shall be the employee's regularly scheduled work day.
- D. OVERTIME BASE RATE For overtime calculation an hourly rate of pay for each member of the Association

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defined by adding to contract wages any longevity pay to which the member is entitled as of the actual date on which the employee shall qualify for such pay, plus the educational pay to which each Association member is entitled as of the actual date on which he shall earn the educational pay, but excluding uniform allowance, pension or health care benefits which the employee receives as well as overtime which is paid under the terms of the Agreement, said total amount to be divided by 2080 in order to determine the hourly base rate of each employee, to be used in computing overtime under this Agreement.

E. SPOUSE – Shall mean the person who is recognized to have been lawfully joined in marriage to the Police employee, which relationship has not been terminated by divorce or annulment.

ARTICLE VI: CONTRACT WAGES The contract wages during the term of this Agreement shall be as set forth herein:

TOTAL HEIGHT.						
Years of	<u>2016 (5%)</u>	<u>2017 (2%)</u>	<u>2018 (4%)</u>	<u>2019 (3%)</u>	<u>2020 (2%)</u>	
<u>Service</u>						
0-1	\$49,442	\$50,431	\$52,448	\$54,021	\$55,101	
	AFC 500	4== 60.6	450.044	d.c.4. 700	452.074	
1-2	\$56,506	\$57,636	\$59,941	\$61,739	\$62,974	
2-3	\$63,569	\$64,840	\$67,434	\$69,457	\$70,846	
	703,303	70-,0-0	407,434	203 ,437	\$70,0 4 0	
More than 3	\$70,632	\$72,045	\$74,927	\$77,175	\$78,719	

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Starting salary up to 12 months:	70% of full patrol officer
After completion of 12 months:	80% of full patrol officer
After completion of 24 months:	90% of full patrol officer
After completion of 36 months:	100% of full patrol officer

Springfield Township reserves the right to consider prior experience and training and to credit a new officer with one or more years of experience when establishing the starting salary. In no case shall the starting salary of a new officer be greater than the salary of an existing officer covered by this Agreement.

ARTICLE VII: LONGEVITY PAY

On the first regularly scheduled payday following the Association member's third anniversary date of employment, the member shall receive a lump sum payment of \$300 in longevity pay. For each year of employment after the third anniversary, the member shall receive an additional \$100. Longevity pay shall be capped at \$1,200. Members currently receiving more than \$1,200 shall be red-circled at the amount earned as of December 31, 2003.

ARTICLE VIII: TUITION REIMBURSEMENT and EDUCATIONAL PAY

A. Effective with the 2015-2016 academic year (September 1, 2015), the Township shall make available a pool of money for tuition reimbursement of Association members equal to twenty-four (24) credits at the Average Tuition Level for a State System of Higher Education school as determined annually by the Pennsylvania 529

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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 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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After 1 year of service 40 hours
After 2 years of service 80 hours
After 5 years of service 120 hours
After 10 years of service 160 hours

200 hours

After 20 years of service

B. Upon separation from the Township, or upon retirement, an employee shall be entitled to vacation allowance for the calendar year, pro-rated at one-twelfth of the number of completed months worked in the calendar year in which the separation becomes effective, provided at least two weeks notice is given by the employee requesting separation.

- 2. If a permanent employee dies having vacation credit, a sum of money equal to the compensation figures on his/her salary at the time of his death shall be calculated and paid to his/her estate.
- 3. The member may also elect to carry over up to one week of vacation to the next year. Any vacation carried over shall be used, compensated at the base rate, by April 1 of the following year or the time is forfeited.
- 4. Vacation shall be taken one full shift day at a time and may be used with any other accumulated or compensatory time off.
- 5. Two employee members may take vacation on the same day or days, provided that they shall not overlap their vacations days for more than two consecutive days. It is further understood that vacation may not be refused because of the need to pay overtime to another member to fill the shift vacated by a member's use of a vacation day.
- 6. Subject to the restrictions stated above, vacation shall be approved in advance by the Springfield Township Police Chief.
- 7. Officers currently working 10 hour shifts shall be required, when necessary, to temporarily alter their schedule when the need arises due to vacations or other scheduled time off. It is further understood that the Chief of Police shall have the authority to temporarily alter the schedule to meet the needs of the Township.
- 8. No less than a thirty-day schedule shall be posted a minimum of fifteen days prior to the beginning of each month. Officers shall submit vacation requests to the Chief of Police in advance of preparing the schedule.

ARTICLE XII: PERSONAL DAYS

A member is entitled to not more than three (3) personal days per year, which may be taken up to the start of a shift. A day is defined as a shift according to the definitions of this Agreement. A member may, subject to the approval of the Chief of Police, take personal days in conjunction with other earned or accumulated days off. Personal days shall not be carried to future years.

ARTICLE XIII: SICK LEAVE

A. Sick leave shall be earned at the rate of ten (10) hours per month for each month of continuous active service since January 1, 1981. Members hired after January 1, 2007, shall earn sick leave per month in accordance with the chart below:

Sick Leave up to 12 months:	Five (5) hours per month
After completion of 12 months:	Six (6) hours per month
After completion of 24 months:	Seven (7) hours per month
After completion of 36 months:	Nine (9) hours per month

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After completion of 48 months: Ten (10) hours per month

A. Sick time accumulation is limited to a maximum of 1,000 hours, and upon retirement by reason of service-connected disability, an officer will receive a lump sum payment for up to fifty percent (50%) of unused sick leave at his or her then base hourly rate, up to a maximum payment of five hundred (500) hours.

- B. A doctor's certificate will be required whenever a member is absent because of illness for three (3) consecutive days or five (5) single day, non-work related incidents during any 12 month period.
- C. Effective January 1, 2017 the following sick leave shall apply and the provisions of Article XIII.A and B shall be extinguished:
- 1. Thirty (30) hours of sick leave shall be available at the start of each calendar year so an officer who has a minor illness may take leave before utilizing other leaves. Sick leave shall not accrue, nor does it have cash value in the event of resignation or retirement. Sick leave shall not carry over from year-to-year.
- 2. All sick leave accrued to individual officers under previous agreements is forfeit without further consideration.

ARTICLE XIV: INCOME PROTECTION

A. Effective January 1, 2017, the Township shall provide 100% Income Protection in the event of a disability due to non-work related injury or illness for a maximum period of 1040 hours during the length of this Agreement.

- 1. Income protection shall treat the employee as if he or she is still on active duty for the duration of the period they are absent, with the exception the employee shall not be eligible for overtime pay, holiday pay or tuition reimbursement.
- 2. To qualify for income protection, an employee shall use all vacation leave, sick leave, personal days and accrued Compensatory Time first.
- 3. Income protection shall be paid on the basis of a forty (40) hour work week.
- 4. There is no accrued value for income protection, and an officer shall not receive payments for any "unused" time upon termination of service or upon the expiration of this agreement.
- B. An employee may ask for a record of income protection used and available.
- C. To qualify for income protection, the officer must submit written notice from his or her physician verifying the officer is disabled and the date of the disability.
- 1. The Township may require the officer to be examined by an Independent Medical Examiner at the Township's cost once an officer has been disabled for at least two (2) months.
- 2. An officer shall apply for Short Term and/or Long Term Disability benefits when qualified per the applicable insurance contracts. Any benefits paid shall be as a replacement for Township funds, not as an additional benefit.

ARTICLE XV: BEREAVEMENT LEAVE

A. For the death of employee's mother, father, mother-in-law, father-in-law, sister, brother, husband, wife, or child, the member shall receive time off with full pay from the date of death until the date of the funeral, plus one calendar day. Such time off shall not exceed five (5) workdays.

B. A member shall receive one day off with pay for attendance at the funeral of a family member not listed in paragraph A. Such leave shall be granted only for actual attendance at the funeral and the member shall notify the Springfield Township Police Chief.

ARTICLE XVI: LEAVE FOR STATE & NATIONAL FOP CONFERENCES

Not more than one duly elected representative shall be permitted to attend state and national fraternal order of police conferences. Such leave shall be granted with pay for not more than two (2) days per year in total. Proof of attendance is required.

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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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that any change will provide a comparable level of coverage.

- E. Additional Survivors Benefits In the event that a member is killed in the line of duty:
- 1. The Township shall make an immediate payment of \$25,000 to the surviving spouse or dependents. In the case of dependents under guardianship, the Township may require the guardian to provide proof of guardianship prior to releasing payment.
- 2. The Township shall make a payment for any remaining unused PTO and Compensatory Time within one (1) month to the surviving spouse or dependents.
- 3. The Township shall continue for any covered spouse or dependents, the provision of health care, dental and vision care insurance for a period up to five years at no additional cost to the survivors, unless the spouse remarries and/or dependents secure other coverage. Annually, a surviving spouse or dependents shall certify their eligibility for this benefit.

ARTICLE XX: COURT APPEARANCE

- A. A member shall be paid 1½ times the base hourly rate for appearances in County Court or District Court during a member's scheduled time off. There shall be a minimum of three hours for District Court and five hours for County Court.
- B. All witness fees and mileage fees charged for or received for court appearance required as part of a member's duties with the Department shall be paid to the Township by the member.
- C. "On call" for County Court during an officer's scheduled time off shall be paid at the officer's hourly base with a two-hour minimum and a three-hour maximum.

ARTICLE XXI: POLICE LIABILITY INSURANCE

Springfield Township will maintain a commercially available "Police Liability Policy" in an amount of not less than \$1,000,000.00. In the event the Policy is not renewed and unavailable, officers shall be notified in writing prior to the loss of said Policy.

ARTICLE XXII: PROBATIONARY PERIOD

Newly hired members shall serve a minimum twenty four (24) month period of probation during which time the Township reserves the right to discharge the officer for any reason whatsoever.

ARTICLE XXIII: AGENCY SHOP

All members of the police department who do not join the bargaining unit representative shall, as a condition of continued employment with the municipality as a member, pay to the employee representative each month a service charge as a contribution toward the administration of the collective bargaining agreement between the parties, which shall be equal to the regular monthly dues and assessments of the police, which are required of all unit police officers.

The police shall indemnify and save the municipality harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken or not taken by the municipality for the purpose of complying with any of the provisions of this agency shop clause. The employer is required to deduct the current dues and assessment from compensation received by members of the police department. The dues and assessments shall be deducted at the rate of one-twelfth of the total assessment from each member's paycheck on the last pay of each month and shall be forwarded to the treasurer of the bargaining unit representing the police department.

ARTICLE XXIV: VEHICLE INSPECTION

All police vehicles shall receive a safety inspection by a licensed inspection mechanic in accordance with state law. A vehicle shall be removed from active patrol duty use if the vehicle is determined to be not safe for duty use.

ARTICLE XXV: UNIFORMS AND EQUIPEMENT

The Township shall furnish to each officer upon hiring a complete uniform, consisting of summer campaign hat, winter campaign hat, winter blizzard hat, all season jacket, 3 short sleeve shirts, 3 long sleeve shirts, 3 all season trousers, trouser belt, boots, holster and belt, badges, insignia and tags, raincoat and hat cover. Additionally, the Township shall furnish each officer a duty firearm and bullet resistant vest, OC spray,

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.
- Energy to meet unforeseen emergencies.
- 3. Increases pride in the individual and department.
- Increases confidence, flexibility and agility.
- 5. Increases strength and stamina.
- 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	d of Supervisors.
Jason A. Wager, Township Secretary	David W. Long, Chairperson
Approved by the Springfield Township Police Association on	10/28/2015
Approved by the springheid Township Folice Association on	1900/0015
Jules A. Sepulveda, President	

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