**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TOWNSHIP OF UPPER MAKEFIELD**

**AND UPPER MAKEFIELD POLICE ASSOCIATION**

**For the Periods:**

**January 1, 2016 – December 31, 2016; and**

**January 1, 2017 – December 31, 2017; and**

**January 1, 2018 – December 31, 2018; and**

**January 1, 2019 – December 31, 2019**

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**FOUR-YEAR AGREEMENT**

This Agreement, BY AND BETWEEN THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF UPPER MAKEFIELD, Pennsylvania (hereinafter referred to as the “Township”) and the UPPER MAKEFIELD POLICE ASSOCIATION (hereinafter referred to as the “Department” or “Association”).

WHEREAS, the parties hereto have entered into collective negotiations and desire to reduce the results thereof to writing.

NOW THEREFORE, intending to be legally bound hereby, it is hereby agreed as follows:

# I. APPLICATION

This Agreement shall apply to and be binding upon all full-time Police Officers holding the rank of Sergeant or below (hereinafter “Officers”) whether so employed as of the date of this Agreement, or whether so employed in the future. This Agreement shall not under any circumstances be construed as applying to or be binding upon the Chief of Police of Upper Makefield Township, any part-time Officer or all non-uniform employees of the Department (see Definition in Art. XXI).

# II. TERM

The effective date of this Agreement shall be 12:01 a.m., January 1, 2016.

This Agreement shall expire at 12:01 a.m., January 1, 2020.

# III. BASE SALARY

A. All Officers of the Department shall be paid based upon a regular hourly basis derived from the corresponding base salary. The regular hourly rate shall be determined by dividing the yearly base salary rate by 2080 hours. Where a pay period extends over a year end, the Officer’s pay shall be allocated on the basis of pay days in the pay period falling in each year. The base salary shall not under any circumstances include longevity pay or any other benefit contracted under this Agreement but shall be solely limited to the base salary appearing below subsection (C) of this Agreement.

B. Compensation for Rank

1. The annual base salary of Officers holding the rank of Sergeant shall be $6,750.00 per year above the applicable base salary list below. Officers will not be eligible for promotion to the rank of Sergeant until such time as he or she has completed five (5) years of service with the Upper Makefield Police Department.

2. The annual base salary of Officers holding the rank of Detective shall be $3,500.00 per year above the applicable base salary for Officers listed below.

C. Base Salary

1. The following pay range shall determine the annual base salary of a Police Officer:

|  |  |
| --- | --- |
| Police Trainee (until certified) | 50% of Step E |
| Step A (1-12 months) | 60% of Step E |
| Step B (12 to 24 months) | 70% of Step E |
| Step C (24 to 36 months) | 80% of Step E |
| Step D (36 to 48 months) | 90% of Step E |
| Step E (after 48 months) | |  |  | | --- | --- | | 2016 - | $86,461.49 | | 2017 - | $89,055.33 | | 2018 - | $91,949.63 | | 2019 - | $95,167.87 | |

2. The classification of Police Trainee shall be assigned to an Officer who is not certified on the date of employment. A Trainee shall advance to the next step in the applicable pay scale upon being certified and the date a Trainee becomes certified shall become his/her anniversary date for the purpose of advancing through the pay scale. The anniversary date for an Officer who is certified when hired shall be the date of employment; such an Officer shall normally start at Step A. Officers shall advance to Step B on their one-year anniversary date with the Department and then shall advance to the remaining steps on their anniversary date until the top step is reached.

3. The Township may hire a certified Officer at a step higher than Step A if the training/experience of the Officer merits such action.

D. Officers will be paid at the Detective rate for acting in the higher rank of Sergeant for a period of more than five (5) consecutive shifts, beginning with the sixth shift of such service.

# IV. DEDUCTION OF ASSOCIATION DUES

The Township will deduct dues in an amount set by the Association every pay from each Officer’s salary and remit same to the Upper Makefield Police Association. Officers shall sign individual authorization cards and submit them to the Township.

# V. PREMIUM PAY FOR OVERTIME

A. All Officers of the Department working a twelve (12) hour shift shall be paid for work in excess of eighty-four (84) hours in any regular fourteen (14) day pay period or twelve (12) hours per day at the rate of one and one-half (1½) times the regular hour rate.

B. Longevity pay shall be included in the calculation of overtime rate.

C. It shall be the responsibility of the Chief of Police, or the Officer of the Department responsible for scheduling, to avoid scheduling a Police Officer who is working a twelve (12) hour shift to work a shift within twelve (12) hours of his previous shift unless such scheduling is unavoidable because of emergency, sickness or other justifiable cause.

D. An off-duty Police Officer shall be entitled to a minimum of two (2) hours overtime pay when the Officer attends a District Court hearing and four (4) hours overtime pay when the Officer attends a Court of Common Pleas hearing. When an Officer is subpoenaed for Court and is not on duty, the Officer at his or her choice may either remain at home or may report to the office for a work assignment. If the Officer remains at home, the Officer shall be paid one (1) hour of regular pay while he’s on call. If the Officer reports to the office for work, the Officer shall be guaranteed a minimum of four (4) hours of overtime pay. If the Officer elects to remain at home, he shall notify his immediate supervisor that he is remaining at home and will remain on call until dismissed.

E. On January 1 of each year that the twelve (12) hour shift is in effect, each Officer will be credited with one hundred thirty-four (134) hours of “Kelly time”. Kelly time shall be credited five and fifteen hundredths (5.15) hours per fourteen (14) day pay period. An Officer must work the equivalent of eighty-four (84) hours during a fourteen (14) day pay period to earn Kelly time. Kelly time shall be prorated and adjusted for periods that Officers are on suspension or received uncompensated leaves of absence, and, as a result, are absent for a portion of their eighty-four (84) hours of scheduled time during any given fourteen (14) day pay period.

F. Kelly time must be taken within six (6) months of it being earned. Kelly time shall be used on a first earned/first used basis. Kelly time may not be carried over and shall not be bought back if not used within six (6) months of it being earned. Unused Kelly time will not be reimbursed. Under no circumstance shall Kelly time be used where it would require the Township to replace the Officer and/or cause the Township to incur overtime costs or other expense. Requests to use Kelly time at the beginning or end of a shift may be oral and shall be granted, provided there is no need to replace the Officer and/or the Township does not incur an overtime expense.

# VI. VACATION

The vacation plan for Officers hired prior to January 1, 2017, shall be as follows:

|  |  |
| --- | --- |
| Forty (40) hours: | After completion of one year of service. |
| Eighty (80) hours: | After completion of two years of service. |
| One hundred and twenty hours (120): | After completion of five years of service. |
| One hundred sixty (160) hours: | After completion of nine years of service. |
| Two hundred (200) hours: | After completion of twenty (20) years of service. |
|  |  |

For Officers hired on or after January 1, 2017, the vacation plan shall be as follows:

|  |  |
| --- | --- |
| Forty (40) hours: | After completion of one (1) year of service. |
| Eighty (80) hours: | After completion of three (3) years of service. |
| One hundred and twenty hours (120): | After completion of seven (7) years of service. |
| One hundred sixty (160) hours: | After completion of twelve (12) years of service. |
| Two hundred (200) hours: | After completion of twenty (20) years of service. |

Vacation time must be selected during the period between January 1 and March 31 of the calendar year.

The Township will purchase up to a maximum of eighty (80) hours of vacation for any vacation not taken during the calendar year. The vacation buy-back shall be paid once a year in the first pay in December. There shall be no vacation buy-back carried over from year to year.

The Chief of Police, or if no Chief of Police exists, the highest ranking Police Officer, shall have the discretion to cancel an Officer’s vacation, when required for the efficient operation of the Police department, provided however, that the Township shall reimburse the Officer for any documented out-of-pocket losses incurred by the Officer and his family which result from the Chief’s canceling an Officer’s properly scheduled vacation.

If the Chief cancels an Officer’s properly scheduled vacation within one week of the start of the vacation, the Officer may request a meeting pursuant to Step 2 of the Grievance procedure outlined in Paragraph XIV hereof within forty-eight (48) hours of the vacation being cancelled. If the Police liaison is unavailable, the meeting shall be with the Chairman of the Board of Supervisors or his designee.

# VII. EDUCATION BENEFITS

A. All training mandated by the Commonwealth of Pennsylvania will be paid by the Township.

B. Officers who are enrolled in a Police Science Associate or Bachelor Degree Program at any accredited school may elect to have their tuition costs reimbursed for any course they have completed that is part of a Police Science Degree Program only at the following rates:

Final Grade of “A” 100%

Final Grade of “B” 80%

Final Grade of “C” 50% (First “C” only), then 0% for any

subsequent “C” Grades

The Officer must make the election prior to beginning the course of study for said degree. Reimbursement will also be made for the costs of books which are required for said courses at the rates prescribed above. An Officer who seeks reimbursement shall not be entitled to premium pay pursuant to subparagraph C hereof until the cost of the Officer’s schooling is earned back at the rate of 2.5 credits per month from date of graduation.

An Officer who is enrolled in a Police Science Post Graduate Degree Program at any accredited school shall not be eligible for reimbursement for tuition or material costs unless prior approval is obtained from the Township Manager. Such approval shall be within the Township Manager’s sole discretion. Where the Township Manager’s approval has been obtained, the following reimbursement rates shall apply with respect to a course that has been completed as part of a qualifying Police Science Post Graduate Degree Program:

Final Grade of “A” or “B” 100%

Final Grade of “C” or better 75% (First “C” only), then 0% for any

subsequent “C” Grades

The Officer must submit to the Township for approval notice of the courses for which reimbursement will be requested and receive Township approval prior to the Officer’s actually taking the course(s). If an Officer fails to submit such notice and receives Township approval prior to commencing the course(s), the Officer shall not be reimbursed.

Officers who, prior to January 1, 2012, had already provided the Township with proper notice of their enrollment in a qualifying Police Science Associate, Bachelor or Post Graduate Degree Program shall be permitted to complete that specific Program without obtaining additional approval from the Township Manager.

C. In the alternative, an Officer may elect to begin to receive premium pay as soon as he or she graduated at the rate of Fourteen Hundred Dollars ($1400) per year for the attainment, completion and receipt of a Bachelor of Science Degree in a Police Science program from an accredited school; and Nineteen Hundred Dollars ($1900) per year for the attainment, completion and receipt of a Masters Degree. The educational incentive shall be paid in a lump sum on the Officer’s anniversary day.

D. Officers will receive compensation for the completion of a 12 hour shift for each mandatory in-service training day attended each year. The current training is two days per year.

E. Officers attending Township-authorized training outside of Bucks County or training requiring an overnight stay shall be reimbursed up to $35 for meals each day. Effective April 1, 2017, the per diem meal reimbursement amount shall increase to $50.

# VIII. HOLIDAYS AND PERSONAL TIME

A. The following days shall be recognized as holidays:

New Year’s Day

Martin Luther King, Jr.’s Birthday

President’s Day

Memorial Day

Independence Day

Easter Sunday

Labor Day

Veteran’s Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Eve Day

Christmas Day

An Officer shall work any holiday that falls on his or her regular scheduled shift, unless the holiday is requested off through the use of vacation, Kelly, personal and/or comp time and said request is approved by his or her supervisor. All full-time Police Officers shall be paid for twelve (12) hours at their base hourly rate for each of the twelve (12) designated paid holidays. This payment for the current year shall be made to each Officer in a lump sum, via a separate check, in the first pay period in December, at the end of the year for which the holidays occur.

Newly hired full-time Officers and existing full-time Officers who employment is terminated during the year shall receive a prorated payment. This payment shall be calculated as described above, but will be limited to the number of designated paid holidays which fall within the time worked during the calendar year. Existing full-time Officers who employment is terminated shall be entitled to receive this payment at the time of separation from employment.

B. After one continuous year of service, twenty-four (24) hours of personal time off from duty will be allowed each Officer, for which time the Officer need not supply any reason to the Township. The Officer shall give a minimum of two weeks notice in advance of taking of said personal time unless such personal time is being taken for an emergency reason for which the Chief of Police gives his consent.

# IX. FUNERAL LEAVE

All Officers shall be entitled to five (5) paid days for funeral leave to attend the funeral of his spouse, child, father, mother, sister, brother, mother-in-law and father-in-law and two (2) paid days for funeral leave to attend the funeral of his/her grandparents, aunts, uncles, cousins, nieces, nephews, brothers-in-law and sisters-in-law and grandparents-in-law. Officers shall be entitled to utilize personal days for funerals of relatives other than the aforementioned or to extend a paid funeral leave granted herein without the necessity of giving two weeks’ notice as herein before provided.

# X. SICK LEAVE AND INJURY LEAVE

All Officers shall be entitled to ninety-six (96) hours of paid sick leave per year. Newly hired full-time Officers shall be entitled to accumulate sick leave at the rate of eight (8) hours per month during the first year of employment. Unused sick leave in any year may be accumulated and used in any subsequent year to a maximum of eight hundred accumulated unused sick leave hours. However, an Officer will not under any circumstances be reimbursed for unused sick leave hours.

The Township shall require a doctor’s certificate for any Officer under the following circumstances:

* An Officer is absent because of illness or injury for three (3) or more consecutive days.
* An Officer utilizes paid sick leave in excess of one hundred and twenty (120) hours per calendar year;
* An Officer utilizes paid sick leave immediately following a vacation or personal leave.

All Officers shall be entitled to accumulate a maximum of eight hundred (800) hours of unused sick leave days to be utilized solely for the purpose of early retirement. Any Officer that had accumulated unused sick leave days in excess of eight hundred (800) hours prior to January 1, 2008, shall retain said hours to a maximum of sixteen hundred (1600) hours as prescribed by the pre-2008 collective bargaining agreement. An Officer shall not be entitled to utilize accumulated unused sick leave days for any purpose if such Officer is terminated or leaves township employment for any reason other than early retirement. Officers hired after February 1, 2008, shall not be eligible to accumulate sick leave days toward early retirement and will be limited to a maximum accumulation of 18 twelve-hour days or 216 hours.

The Township will provide a short term disability insurance policy for all full-time Officers which will cover non-work related injuries and illnesses. Coverage under this plan shall have a first (1st) day injury; eighth (8th) day illness waiting period for benefits to begin. An Officer may use accumulated sick leave, personal leave or vacation time during the waiting period. The short-term disability plan will pay sixty-six and two thirds (66 2/3%) of the Officer’s base hourly rate from the time coverage becomes effective up to a maximum of 26 weeks. The Township shall pay the balance of the Officer’s pay during this time period.

# XI. MEDICAL INSURANCE

A. All Officers shall be entitled to health and vision coverage through the DVHIT/AETNA PPO Plan described on the summary of plan highlights attached hereto as Exhibit A.

Effective May 1, 2017, or as soon as practicable thereafter, the health plan under which Officers will be entitled to coverage shall change to DVIT PPO $15 Primary, $30 Specialist, $200 Inpatient Hospitalization/ER Copays with RX Copays of $10/$25/$40 (retail, 30 days) and $20/$50/$80 (mail order, 90 days). The summary of plan highlights is attached hereto as Exhibit B.

Active employees who participate in the Township’s group health plan shall pay toward the premium cost in the following amounts through pre-tax payroll deductions:

|  |  |
| --- | --- |
| Effective January 1, 2016 | * No employee premium contributions |
| Effective January 1, 2017 | * No employee premium contributions |
| Effective January 1, 2018 | * Single - $10 per pay * Couple, Parent/Child, Parent/Children, Family - $25 per pay |
| Effective January 1, 2019 | * Single - $20 per pay * Couple, Parent/Child, Parent/Children, Family - $40 per pay |

B. All Officers shall be entitled to dental coverage through DVHIT, with the summary of plan highlights attached hereto as Exhibit C.

C. Active Officers who decline participation in the Township’s group health, vision and/or dental plans shall receive an annual payment on or before the last day of the plan year in the amount of twenty percent (20%) of the benefit declined subject to the terms and conditions of the Township’s cafeteria plan document and applicable IRS regulations.

D. Upon retirement, a retired Officer shall, after the expiration of COBRA coverage, have the option of continuing to participate in the Township’s group health, vision and/or dental plans, as those plans may change from time to time for active officers, at the Officer’s sole and exclusive expense. Such continued participation shall be limited only to the retired Officer and his or her spouse and not available to children or other dependents. Eligibility for participation shall end when the retired Officer (or spouse) reaches age 65 or becomes eligible for Medicare (any part), whichever shall occur first. A retired Officer (or spouse) shall not be eligible for participation in the Township’s group plans where he or she is also eligible for coverage under another health, vision and/or dental policy or plan, regardless of plan design and whether or not premium contributions are required. Continued participation in the Township’s group plans shall be subject to any terms or conditions that may prescribed by DVHIT or an insuring entity. Failure to pay 100% of premium when due to the Township shall result termination of coverage.

E. In the event the Township’s worker’s compensation carrier requires the use of a panel of doctors, the Township may establish a panel provided that it meets and discusses the names of the physicians placed on the panel with the Upper Makefield Township Police Association.

# XII. LIFE INSURANCE/DEATH BENEFIT

All Officers shall be covered by life insurance policies providing a $100,000 Double Indemnity Benefit. In addition, the Officer’s designated beneficiary on the life insurance forms, in the township office, shall be entitled to eight (8) weeks of pay at the Officer’s base salary if the Officer is killed in the line of duty. In addition, the spouse and dependents (up to eighteen (18) years of age) of an Officer killed in the line of duty shall continue to be entitled to medical insurance pursuant to Article XI hereof for three (3) years after the Officer is killed.

A. The Township shall provide a liability insurance policy known as the police Professional Liability Insurance with a minimum coverage of $1,000,000.00 if available.

B. The auto liability coverage currently in effect will remain in effect, covering only the use of Police vehicles within the normal line of duty. This benefit shall extend to use of the Officer’s personal vehicle provided that such use has been authorized and approved by the Chief of Police.

# XIII. PENSIONS

A. All Officers will be covered in conformity with Act 600, copies of which will be provided to Officers by the Township. The Township shall immediately amend its Pension Ordinance to conform with all amendments to Act 600 which impose mandatory requirements or affirmative duties on the Township.

B. A Police Pension Committee shall be created to monitor the operation of the Police Pension Fund and advise the Township Manager and the Board of Supervisors on matters concerning the investment of the fund and plan.

The Committee shall consists of five (5) members, two (2) of whom shall be appointed by the Board of Supervisors designated by the Chairman of the Board. The Township Manager shall be a member and serve as Chairman. Two (2) members shall be Police Officers chosen by members of the Police collective bargaining unit.

The Committee shall meet at least bi-annually for the purpose of reviewing bi-annual actuarial report. Other meetings shall be held when a majority of the members concur that the meeting would be desirable.

C. The Police Pension Plan will be as set forth in the Police Pension Plan Ordinance and incorporated herein by reference. The Township agrees to promptly revise the Ordinance with any changes mandated by revisions to Act 600. In addition, the Township agrees to make no discretionary changes to the Police Pension Plan Ordinance without meeting and discussing the changes with the PBA.

D. The Police Pension Plan Ordinance shall be promptly amended to reduce the normal retirement age from fifty-four (54) to fifty (50) and to permit an Officer to buy back one year of non-intervening military service in accordance with Act 205 of 1990.

# XIV. GRIEVANCE PROCEDURE

A. In the event of a dispute, question, issue or controversy (i.e. grievance) arising out of the terms and conditions of the employment relationship of the application or interpretation of this Agreement, the following procedure shall apply:

STEP ONE: The aggrieved Officer, or the authorized representative of the Grievance Committee of the Upper Makefield Township Police Association, hereinafter referred to individually or collectively as the grievant, shall file with the Chief of Police, or if no Chief of Police exists, the highest ranking Police Officer, a written grievance, in the form of a statement of issues, which shall set forth: the facts which gave rise to the grievance, the Article of this Agreement involved or alleged to have been violated, if applicable; and, the relief requested.

The written grievance must be filed with the Chief of Police, or if no Chief of Police exists, the highest ranking Police Officer, within twenty (20) days of the event, time or occasion that the grievant knew, or reasonably should have known, of the fact dispute or issue giving rise to the controversy. If the grievant is an individual Police Employee, the Chief shall promptly supply a copy of the written grievance to the President of the Association.

Within ten (10) days of receipt of the written grievance the Chief of Police, or if no Chief of Police exists, the highest ranking Police Officer, shall issue to the grievant (and to the Association President) a written response to the grievance which shall include his/her decisions as to whether the grievance is denied or approved, in whole or in part.

Should the Chief of Police, or if no Chief Police exists, the highest ranking Police Officer, not respond within the required time frame the grievance shall be deemed automatically denied in its entirety.

If the grievant disagrees with the Chief’s response, or if the grievance is deemed denied by the passage of time without reply, the grievant may appeal to the Township Manager as a STEP TWO process by giving written notice of the grievance to the Township Manager within ten (10) days of the written response or the deemed denial.

STEP TWO: In the event of an appeal to STEP TWO, a meeting shall be held with the Township Manager, the Police Liaison Member of the Board of Supervisors, if available, the aggrieved Police Employee and an authorized representative of the Association Grievance committee within fifteen (15) days of the Manager’s receipt of the appeal to STEP TWO.

Should an agreement or understanding be reached as a result of the meeting, the terms thereof shall be reduced to writing and executed by all parties within ten (10) days of the meeting.

STEP THREE: In the event of an appeal to STEP THREE, a meeting shall be held, within thirty (30) days of the receipt of the appeal, between the Board of Supervisors, meeting in executive session with appropriate representatives in attendance as the Board shall determine, and the aggrieved Officer, if any, and the authorized representative of the Association Grievance Committee. Any agreement or understanding reached by the parties shall be reduced to writing and executed by all parties within thirty (30) days of the STEP THREE meeting.

STEP FOUR – ARBITRATION: In the event the parties fail to reach agreement within thirty (30) days of the STEP THREE meeting, the authorized representative of the Association Grievance Committee may appeal the grievance to binding grievance arbitration before an arbitrator either agreed upon by the parties, or to the American Arbitration Association pursuant to the Voluntary Submission rules.

The parties agreed that in the event a panel of names is submitted they shall alternate in striking one name each, with the Association striking the first name, until only one name remains. The remaining individual shall be selected to serve as the sole arbitrator for the grievance arbitration. The arbitrator’s decision shall be binding on the parties.

The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement.

The cost of the arbitrator shall be shared equally by the Township and the Association. Each party shall be responsible for all fees and costs incurred on its own behalf.

B. ELECTION OF REMEDIES

The parties agree that in each instance of discipline, demotion, suspension, layoff or discharge, the Officer may at his or her option, elect to challenge such action by either (a) proceeding to file a grievance under the terms of this ARTICLE, or (b) proceeding to seek redress through the provisions of the Police Tenure Act. The Officer shall be deemed to have elected his/her choice of forums by his/her filing a grievance pursuant to the procedures of this ARTICLE, or by filing an appropriate demand for a Police Tenure Act hearing. The election by an Officer to seek a Police Tenure Act hearing shall be deemed as a waiver of any right of that Officer to grieve the action in question under the terms of the ARTICLE. Likewise, the filing of a grievance by an Officer shall be deemed a binding waiver of his/her right to proceed under the Police Tenure Act.

C. MISCELLANEOUS PROVISIONS

1. This ARTICLE shall not apply to any dispute concerning pension benefits.

2. The parties, by mutual written agreement, may waive the time limits set forth in this ARTICLE. The parties may also agree to waive any one or more STEPS in the grievance procedure and may agree to submit an issue or dispute directly to grievance arbitration. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum. Failure to file or appeal grievances at any step of the procedure within the prescribed time limit shall make the grievance void.

3. (a) Any Officer hired on a full time basis shall be deemed a Probationary Police Officer until he or she has completed twelve (12) months of service with the Township. An Officer shall also be deemed to be on probation until he or she has completed twelve (12) months of service with the Township in a position to which he or she is promoted, beginning on the effective date of such promotion.

(b) The Township may discipline, suspend, terminate, discharge, remove or lay off a Probationary Officer with or without just cause, at any time during his or her probationary period of employment.

(c) A Probationary Officer who is disciplined, suspended, terminated from employment, discharged, removed or laid off during his or her probationary period of employment shall not have the right to challenge such action under either the grievance procedure of this ARTICLE or pursuant to the provisions of the Police Tenure Act. However, the Township shall provide a Probationary Officer who is disciplined, suspended, terminated from employment, discharged, removed or laid off during his or her probationary period of employment with a written statement of the reason(s) for the personnel action taken against him or her.

(d) It is understood and agreed that the provisions herein are not intended to authorize or allow any unlawful discrimination based on race, gender, age, ethnic background or religious beliefs. However, it is also agreed that any allegation of unlawful discrimination is not subject to the jurisdiction of the grievance and arbitration provisions of this ARTICLE but rather lies with the exclusive jurisdiction of the appropriate state or federal agency.

4. To the extent that a grievance is based upon a dispute concerning an alleged past practice, the grievance must be supported by competent evidence of a pre-existing tangible benefit provided subsequent to January 1, 1987. The burden of persuasion to support the grievance shall be upon the grievant.

# XV. INTERROGATION OF POLICE OFFICERS IN INVESTIGATIONS WHICH MAY RESULT IN DISCIPLINARY CHARGES

The following guidelines apply to the conduct of Departmental investigations and interrogations which may result in disciplinary charges:

A. Interrogation of Officers by Departmental officials shall be conducted during reasonable hours, preferably when the Officer is on duty. The Officer shall receive compensatory time off for any time spent in interrogation during off duty hours.

B. At the beginning of the interrogation, the Officer shall be advised of the nature of the investigation and the name, rank and unit of the Officer in charge of the interrogation and all persons who will be present during the interrogation.

C. If the Officer advises the person in charge of the investigation that he or she desires the aid of an appropriate Weingarten representative, the interrogation shall be suspended and the Officer shall be granted a reasonable time to obtain counsel and/or Collective Bargaining Agency Representation, which time shall not be less than twenty four hours. The interrogation may then commence again at the expiration of said twenty-four hour period. At such subsequent time of interrogation, the failure of the Officer to have a Weingarten representative present shall not suspend the interrogation, but the interrogation shall proceed thereafter as if no request for counsel and a representative of the Police Association has been made.

D. The questioning of Officers shall be of reasonable duration and the Officer shall be allowed reasonable time for personal needs, meals and necessary telephone calls. Offensive or profane language shall not be used. During the interrogation, the Officer may confer with his or her Weingarten representative if present or immediately available by telephone. An Officer shall be entitled to have an interrogation tape recorded at the Officer’s request if the Officer’s Weingarten representative is present.

E. An Officer shall not be interrogated concerning an anonymous complaint which is not corroborated by independent evidence. Such a complaint will be deemed to be unfounded.

F. If the Department fails to comply with the provisions herein, in the questioning of an Officer, then any questions put to the Officer shall be deemed withdrawn and the refusal to answer any such questions shall not be prejudicial to the Officer.

# XVI. LUNCH HOURS

Officers working twelve (12) hour shifts may take a forty-five (45) minute lunch period during duty hours. In addition, two (2) fifteen (15) minute breaks may be taken during the shift.

# XVII. UNIFORM ALLOWANCE

Footwear protection, such as boots and rubbers for shoes worn on duty will be provided by the Township for all Officers, in addition to the basic uniforms provided by the Township and described in Directive No. 6 of the Upper Makefield Township Police Department Regulations and Basic Directives, as adopted September, 1972. In addition, each Officer may receive a maximum reimbursement of One Hundred Sixty Dollars ($160.00) per year during the term of this Agreement for the replacement of shoes when such shoes have been damaged while the Officer was on duty and the reimbursement request is accompanied with proof of purchase and cost of shoes. Dry cleaning will be reimbursed in the amount of Seven Hundred Dollars ($700) per year. The reimbursement will be paid once a year in the first pay in December.

# XVIII. LONGEVITY

Officers shall be paid longevity pay one time annually, on their employment anniversary date and up to a maximum of $2000.00, according to the following schedule:

At the end of four years of service $600.00

At the end of five years of service $650.00

At the end of six years of service $700.00

At the end of seven years of service $750.00

At the end of eight years of service $800.00

At the end of nine years of service $850.00

At the end of ten years of service $900.00

At the end of eleven years of service $950.00

At the end of twelve years of service $1000.00

At the end of thirteen years of service $1050.00

At the end of fourteen years of service $1100.00

At the end of fifteen years of service. $1150.00

At the end of sixteen years of service $1200.00

At the end of seventeen years of service $1250.00

At the end of eighteen years of service. $1300.00

At the end of nineteen years of service $1350.00

At the end of twenty years of service $1400.00

At the end of twenty-one years of service $1450.00

At the end of twenty-two years of service $1500.00

At the end of twenty-three years of service $1550.00

At the end of twenty-four years of service $1600.00

At the end of twenty-five years of service $1650.00

At the end of twenty-six years of service $1700.00

At the end of twenty-seven years of service $1750.00

At the end of twenty-eight years of service $1800.00

At the end of twenty-nine years of service $1850.00

At the end thirty years of service $1900.00

At the end of thirty-one years of service $1950.00

At the end of thirty-two years of service $2000.00

# XIX. PHYSICAL EXAMINATION

The Township will promulgate a list of three (3) physicians selected in consultation with the Association from whom the Officers can choose to have his or her physical examination, and the Township will pay the entire cost of the examination. If the Township and the Association cannot agree on the list of physicians, the Township will make the final selections.

# XX. VACCINATION

The Township shall pay the cost of administering Hepatitis B and Lyme disease vaccinations to all Officers and all part-time Officers within ninety (90) days of the date of this Agreement at a facility chosen by the Township.

# XXI. DEFINITIONS

As used in this Agreement, except when the context clearly indicated otherwise, the following words or phrases have the meanings indicated below:

A. “Officer”, a full-time member of the Upper Makefield Township Police Department holding the rank of Sergeant or below, with the exception thereof and excluding there from said definition the Police Chief, all part-time Officers and any non-uniformed employees of the Department.

B. “Police Chief” or “Chief of Police”, any person employed by the Township of Upper Makefield as the Chief of Police or Police Administrator, or if no such person is so employed, then the person who has been appointed by the Township Board of Supervisors to perform the duties normally performed by a Chief of Police.

# XXII. MISCELLANEOUS

A. The Township agrees to publish the twelve (12) month schedule by March 15 of each year which will be subject to change only as a result of emergency, sickness or other such justifiable cause. An emergency shall be defined as an unanticipated event.

B. In the event that a Police Officer resigns or is removed pursuant to the procedures set forth in the Police Tenure Act, this contract will terminate as to that Officer and the Officer will be entitled to no benefits other than those received and utilized by the Officer prior to his or her resignation or removal.

C. This Agreement contains the whole agreement between the parties hereto and supersedes all previous collective bargaining agreements. It shall not be altered unless agreed in writing by the parties hereto, there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever.

D. An Officer shall not continue to accrue vacation leave, personal days, sick leave, holiday pay, uniform allowance and education incentive while on an uncompensated leave of absence. When an Officer is on a compensated leave of absence (including but not limited to periods during which an Officer is receiving long-term or short-term disability benefits, benefits under the Workers’ Compensation Act and/or benefits under the Heart and Lung Act), the Officer shall only continue to accrue these benefits for a period of three (3) months from the starting day of the leave.

E. This contract shall continue in full force and effect without reduction in benefits until a new contract is negotiated even though the term of this Agreement has expired, provided that the Police Officers continue to perform their duties hereunder.

F. The use of a twelve (12) hour shift schedule shall remain in effect for the duration of this Agreement.

The Township will provide sufficient personnel to staff the two Officers on duty at all time, except from 3:00 a.m. to 7:00 a.m. provided, however, that the Township will make every reasonable effort to also have two Officers on duty from 3:00 a.m. to 7:00 a.m.

# XXIII. NON-DISCRIMINATION

The Township shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, disability, ancestry, national origin, age or sex. The Township shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age or sex. Such affirmative action shall include, but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training.

# XXIV. DEFERRED COMPENSATION PLAN (457 PLAN)

The Township shall maintain a deferred compensation plan pursuant to Internal Revenue Code Section 457 (the “Plan”) in the form attached hereto as Exhibit “D” and incorporated herein by reference. An Employee becomes a participant by entering into a Participation Agreement prior to the beginning of the calendar month in which the Participation Agreement is to become effective to defer compensation not yet earned.

The Township will contribute 1% of each Officer’s earnings into the 457 Plan. In addition, the Township will match each dollar or portion thereof of an Officer’s contribution, if any between 1% and 3% of the Officer’s salary. Effective July 1, 2017, the maximum amount matched by the Township shall increase from 3% to 4% of the Officer’s salary.

# XXV. PREGNANCY/MATERNITY LEAVE

A Police Officer who becomes pregnant shall perform her regular duties unless her physician certifies that she is incapable of performing her regular duties because of complications and/or problems due to the pregnancy (not merely the fact that she is pregnant). Any Police Officer who becomes disabled due to pregnancy, shall be entitled to benefits set forth in Article X of this Agreement (Sick Leave and Injury Leave). Any leave taken pursuant to this provision, including leave that qualifies for short-term disability benefits under Article X, shall run concurrent with any leave available pursuant to the Family and Medical Leave Act.

# XXVI. DRUG AND ALCOHOL TESTING

The Township’s policy concerning drug and alcohol testing is incorporated herein by reference.

# XXVII. NO SMOKING POLICY

Upper Makefield Township maintains a No Smoking Policy. This policy prohibits smoking or using smokeless tobacco when on duty directing traffic, investigating an accident or a complaint. The no smoking policy includes the prohibition of smoking in all public buildings. There shall be no specified breaks or privileges provided for an employee to smoke.

# XXVIII. Management rights

The Association recognizes the exclusive rights of the Township to determine the operating policies and to manage the Township and its police department in light of its experience, business judgment and changing conditions. These powers, whether or not exercised now or in the future, include, but are not limited to, the sole and exclusive right to hire, promote, demote, transfer, assign and otherwise direct the employees; to discipline, suspend or discharge employees for just cause; to evaluate and determine the qualification of and selection of employees for promotion; to relieve employees of duty because of lack of work or any other reasons; to determine the number of hours of work; to establish reasonable rules, regulations and policies; to determine the way in which Township services shall be provided; to organize, discontinue, enlarge or reduce a job or function; to introduce a change in method or methods of operation; any other functions which have been determined to be a right of management by a court or agency of competent jurisdiction not expressly waived by this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates indicated below.

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| --- | --- |
| **ON BEHALF OF THE UPPER MAKEFIELD POLICE ASSOCIATION:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Patrick Durkin Date | **ON BEHALF OF UPPER MAKEFIELD TOWNSHIP:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Dan Rattigan, Chairman Date |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Daniel Jones Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Thomas F. Cino, Vice-Chairman Date |
|  | **ATTEST:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  David R. Nyman, Date  Interim Township Manager |