

COLLECTIVE BARGAINING AGREEMENT

-between-

TOWNSHIP OF EAST FALLOWFIELD

-and-

**EAST FALLOWFIELD TOWNSHIP POLICE
OFFICERS ASSOCIATION**

**CALENDAR YEARS
*2013, 2014, 2015, 2016***

TABLE OF CONTENTS.....	2
ARTICLE I- AGREEMENT PURPOSE.....	4
ARTICLE II- TERM.....	4
ARTICLE III- DEFINITIONS.....	5
ARTICLE IV- MANAGEMENT RIGHTS.....	6
ARTICLE V- WAGES	6
ARTICLE VI- OVERTIME AND COMPENSATORY TIME	9
ARTICLE VII- COURT TIME	9
ARTICLE VIII- WORK PERIOD.....	10
ARTICLE IX- HOLIDAYS.....	10
ARTICLE X- PERSONAL DAYS	11
ARTICLE XI- VACATIONS	11
ARTICLE XII- SICK LEAVE.....	12
ARTICLE XIII- BEREAVEMENT LEAVE	12
ARTICLE XIV- HEALTH AND WELFARE	12
ARTICLE XV- UNIFORMS	13
ARTICLE XVI- EDUCATION.....	13
ARTICLE XVII- DISABILITY.....	13
ARTICLE XVIII- LIFE INSURANCE AND PENSION	14
ARTICLE XIX- JURY DUTY	14
ARTICLE XX- LIABILITY INSURANCE.....	14
ARTICLE XXI- GRIEVANCE PROCEDURES	15
ARTICLE XXII- PREGNANCY/MATERNITY LEAVE	16
ARTICLE XIII- DRUG AND ALCOHOL POLICY.....	17

ARTICLE XXIV- MISCELLANEOUS 17

ARTICLE XXV- SCOPE OF CONTRACT 17

APPENDIX A – MEDICAL AND PRESCRIPTION PLANS

APPENDIX B – SHORT TERM AND LONG TERM DISABILITY POLICIES

APPENDIX C – PENSION BENEFITS POLICY

APPENDIX D – DRUG AND ALCOHOL POLICY

THIS AGREEMENT, by and between **THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF EAST FALLOWFIELD**, a Second Class Township of the Commonwealth of Pennsylvania (hereinafter referred to as the "Township") and the **EAST FALLOWFIELD TOWNSHIP POLICE OFFICERS ASSOCIATION** (hereby after referred to as the "Association").

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

WHEREAS, the Police Officers of East Fallowfield Township, except the Chief of Police, have authorized and selected the East Fallowfield Township Police Officer's Association ("Association") to be their representative agent for collective bargaining purposes; and

WHEREAS, the parties have established a framework and structure by which to resolve questions, issues, disputes or controversies that may arise out of their employment relationship including the interpretation and application of the terms and provisions hereof as well as the matter of wages, benefits and working conditions that form a part hereof.

NOW THEREFORE, in consideration of the mutual covenants, promises and undertakings of the parties hereto, and further, said parties, intending to be legally bound hereunder pursuant to the Act of June 24, 1968, P.L. 237, No. 111, Section 1, et seq., 43 Pa.C.S.A., Section 217.1, et seq., do covenant and agree as follows:

ARTICLE I – AGREEMENT PURPOSE

It is the intent and purpose of the parties hereto to promote a harmonious, economic and industrial relationship between the Township and its police officers, and to set for the herein the basic agreement on the terms and conditions of employment reached between the parties. The Township and police officers, through the Association, jointly agree to perform dutifully the obligations imposed by this agreement.

ARTICLE II – TERM

A. This Agreement shall be effective as of *January 1, 2013* and will continue through *December 31, 2016*.

B. If no agreement is made for continuation of this agreement by December 31, 2016, this existing agreement in its entirety, will remain in force until it is modified by the negotiated Collective Bargaining Agreement or by an Award of Arbitrators entered pursuant to the Collective Bargaining Act for Police Officers, Act of June 24, 1968, P.L.237, No. 111, 43 P.S. Sections 217.1-217.10.

ARTICLE III – DEFINITIONS

- A. *Agreement* shall mean this collective bargaining agreement including all its exhibits, amendments, extensions, revisions and supplements
- B. *Association* shall mean the East Fallowfield Township Police Officers Association, the duly authorized representative of the bargaining unit for East Fallowfield Township Police Officers.
- C. *Chief of Police* shall mean the existing or acting Chief of Police of East Fallowfield Township Police Department.
- D. *Department* shall mean the East Fallowfield Township Police Department.
- E. *Full-Time Police Officer* shall mean any police officer employed by East Fallowfield Township who works more than One Thousand Eight Hundred Twenty (1,820) hours per year.
- F. *Length of Service* shall mean the aggregated of the police officer's total period of employment with the Township as a police officer.
- G. *Part-Time Police Officer* shall mean any police officer employed by East Fallowfield Township who works less than One Thousand Eight Hundred Twenty (1,820) hours per year. No part-time officer shall work more than seventy (70) hours per pay period which will include all patrol hours, training, and other forms of other police duty, K-9 call outs or demonstrations. This does not include the officer's court time.
- H. *Police Officer* shall mean an individual who has been duly sworn as a law enforcement officer and is employed by the East Fallowfield Township Police Department.
- I. *Township* shall mean the Township of East Fallowfield.
- J. *Shift* shall mean the period of time during which a police officer is normally scheduled for duty.
- K. The use of the term "*May*" in this agreement refers to permissive action.
- L. The use of the terms "*Shall*" and "*Will*" refers to mandatory actions.
- M. *Police Light Duty* means any office duty that can be performed at the police station pertaining to investigations or administrative police work that a full time police officer can perform because he or she is unable to perform the duties of a patrol officer because of a short term medical condition as determined by the full time officer's medical physician. Any full time officer may be assigned to "Police Light Duty" with the proviso that there must be a supporting letter from his or her physician and the approval of the Chief of Police and the Board

of Supervisors. Assignment to light duty shall not be unreasonably denied or refused. The schedule for Police Light Duty shall consist of day work, Monday through Friday, for as many hours as the officer is cleared to work by his or her physician (not to exceed 42 regularly scheduled hours per week). If the inability to perform patrol duties results from a work related injury, the officer shall be paid 40 hours of straight time pay and 2 hours of overtime pay per week, regardless of the number of hours that officer can perform light duty work. If a light duty assignment relates to a non-work related injury, the officer shall be offered 40 hours of straight time work and 2 hours of overtime work per week; however, any hours that the officer cannot actually perform light duty work shall be subject to sick leave use and/or the use of disability insurance. Officers on light duty shall be permitted to schedule and use vacation, holiday, compensatory, sick time, and other paid time off.

ARTICLE IV – MANAGEMENT RIGHTS

The Township and Association acknowledge and agree that the Township, through the Board of Supervisors and/or the Chief of Police, shall have exclusive right to manage, supervise and control all the affairs of the Police Department, except that the Township shall not be permitted to alter, modify or change any of the items and conditions of this agreement without written consent of the Association. Specifically, among other things, the Chief of Police will manage all day to day police scheduling.

ARTICLE V – WAGES

A. The computation for the annual base salary shall be based on two thousand eighty (2,080) hours of service. The base hourly wage rate is therefore determined by dividing the annual base wage by two thousand eighty (2,080) hours.

B. Full-Time Patrol Officers Wage Rate

1. Full-Time Patrol Officers shall be paid on a seniority rank scale as follows:

Class “C” Patrol Officers will be paid eighty percent (80%) of the maximum base salary for Patrol Officers; Class “B” Patrol Officers will be paid ninety percent (90%) of the maximum base salary for Patrol Officers; and Class “A” Patrol Officers will be paid one hundred percent (100%) of the maximum base salary for Patrol Officers.

2. In accordance with the seniority rank scale, the Base Hourly Rate and Annual Base Salary for Full-Time Patrol Officers shall be as follows:

Commencing January 1, 2013:

<u>Rank</u>	<u>Length of Service</u>	<u>Annual Base Salary</u>	<u>Base Hourly Rate</u>
Class "C"	0 to 12 months	\$51,708.97	\$24.86
Class "B"	13 months to 24 months	\$58,172.59	\$27.97
Class "A"	25 months and up	\$64,636.21	\$31.08

Commencing January 1, 2014:

<u>Rank</u>	<u>Length of Service</u>	<u>Annual Base Salary</u>	<u>Base Hourly Rate</u>
Class "C"	0 to 12 months	\$53,260.24	\$25.61
Class "B"	13 months to 24 months	\$59,917.77	\$28.81
Class "A"	25 months and up	\$66,575.30	\$32.01

Commencing January 1, 2015:

<u>Rank</u>	<u>Length of Service</u>	<u>Annual Base Salary</u>	<u>Base Hourly Rate</u>
Class "C"	0 to 12 months	\$55,124.35	\$26.50
Class "B"	13 months to 24 months	\$62,014.89	\$29.81
Class "A"	25 months and up	\$68,905.44	\$33.13

Commencing January 1, 2016:

<u>Rank</u>	<u>Length of Service</u>	<u>Annual Base Salary</u>	<u>Base Hourly Rate</u>
Class "C"	0 to 12 months	\$57,053.70	\$27.43
Class "B"	13 months to 24 months	\$64,185.41	\$30.86
Class "A"	25 months and up	\$71,317.13	\$34.29

C. Corporal and Sergeant Wage Rate

1. Effective January 1, 2013, the Corporal and Sergeant Position's base hourly rate shall each be subject to a 3% increase from that of the respective 2012 base hourly rate, which is reflected as follows:

Commencing January 1, 2013:

<u>Rank</u>	<u>Annual Base Salary</u>	<u>Base Hourly Rate</u>
Corporal	\$66,671.49	\$32.05
Sergeant	\$66,671.49	\$32.05

2. Effective January 1, 2014, the Corporal Position's base hourly rate shall be \$1.25 above the base hourly rate for a Class "A" Full-Time Patrol Officer, and the Sergeant Position's base hourly rate shall be \$2.50 above the base hourly rate for a Class "A" Full-Time Patrol Officer, which is reflected as follows:

Commencing January 1, 2014:

<u>Rank</u>	<u>Annual Base Salary</u>	<u>Base Hourly Rate</u>
Class "A" Patrol Officer	\$66,575.30	\$32.01
Corporal	\$69,180.80	\$33.26
Sergeant	\$71,780.80	\$34.51

Commencing January 1, 2015:

<u>Rank</u>	<u>Annual Base Salary</u>	<u>Base Hourly Rate</u>
Class "A" Patrol Officer	\$68,905.44	\$33.13
Corporal	\$71,510.40	\$34.38
Sergeant	\$74,110.40	\$35.63

Commencing January 1, 2016:

<u>Rank</u>	<u>Annual Base Salary</u>	<u>Base Hourly Rate</u>
Class "A" Patrol Officer	\$71,317.13	\$34.29
Corporal	\$73,923.20	\$35.54
Sergeant	\$76,523.20	\$36.79

D. Part-Time Patrol Officers shall be paid the following hourly rate, commencing:

<u>Effective</u>	<u>Base Hourly Rate</u>
January 1, 2013	\$23.65
January 1, 2014	\$24.10
January 1, 2015	\$24.55
January 1, 2016	\$25.00

ARTICLE VI – OVERTIME AND COMPENSATORY TIME

A. Each Police Officer shall receive compensation (overtime pay) at the rate of one and one-half (1 1/2) times the Officer's base hourly wage rate for any hours worked in excess of eight (80) compensable hours in a two (2) week pay period, this will result in four (4) hours of overtime pay every pay period.

B. In lieu of receiving overtime pay for the (2) hours referenced in paragraph A, above, an Officer may elect to take two (2) hours off with pay at straight time, *i.e.*, Kelly Time.

C. For all hours worked in excess of eight-four (84) compensable hours in a two (2) week pay period, an Officer may elect to take compensatory time off with pay (compensatory time), which shall accrue in accordance with the Fair Labor Standards Act (FLSA) at one and one half (1 1/2) hours for each hour of overtime.

D. Compensatory time may be used in four (4), eight (8), or twelve (12) hour increments with the prior written approval of the Chief of Police.

E. Compensatory time and/or Kelly Time not used within six (6) months from accrual will be paid at the applicable FLSA rate of one and one-half (1 1/2) times the Officer's base hourly rate for each hour of overtime.

ARTICLE VII – COURT TIME

A. A full time Police Officer required to attend district court on official Township business while off duty shall be paid a minimum of two (2) hours, or if more than two (2) hours, the actual time spent in district court, at the base overtime hourly rate.

B. A full time Police Officer required to attend county, state or federal court on official Township business while off duty shall be paid for a minimum of four (4) hours, or if more than four (4) hours, the actual time spent in court, at the base overtime hourly rate

C. Part-time Police Officers shall receive the overtime rate when their Township

duties require attendance in court, during a time they would normally be off duty.

D. It is understood that the Township shall not change or modify an officer's work schedule to avoid the payment of overtime as set forth under the provisions of this Article.

ARTICLE VIII – WORK PERIOD

A. Full-time Police Officers will work a two week rotation schedule which requires them to work seven (7) day shifts then seven (7) night shifts in a four (4) week period. The schedule will rotate after the officer has worked the following rotation: Monday-Tuesday on duty; Wednesday-Thursday off duty; Friday-Saturday- Sunday on duty; Monday-Tuesday off duty; Wednesday-Thursday on duty; Friday-Saturday-Sunday off duty.

B. Each shift shall be twelve (12) hours in length. The total hours to be worked in a two-week period will be 84 hours. The total hours in a 52 week period will be 2,184.

ARTICLE IX – HOLIDAYS

A. The Township recognizes the following eleven (11) days as paid holidays for full-time Police Officers:

- | | |
|------------------|------------------------|
| New Year's Day | Easter Sunday |
| Memorial Day | Independence Day |
| Labor Day | Veterans Day |
| Thanksgiving Day | Day after Thanksgiving |
| Christmas Eve | Christmas Day |
| New Year's Eve | |

B. Each holiday will be counted as twelve (12) hours of paid time off to be taken at another time at the Police Officer's base hourly wage rate.

C. Full-time and part-time Police Officers who work on a recognized holiday will be paid one and one-half (1 ½) times their base hourly wage rate for each hour worked.

D. In the event that the Township shall provide its non-uniformed employees with more than eleven (11) holidays during the term of this contract, Article IX shall be amended to include such other, additional holidays. If during the term of this contract, the Township reduces the number of holidays for non-uniformed employees, Article IX shall be amended to remove such holidays, provided that the uniformed employees' holidays shall not be reduced below eleven (11) per year.

ARTICLE X – PERSONAL DAYS

Full Time Police Officers will be given personal days with pay to use as they wish, with written permission in advance from the Chief of Police based on the following length of service increments:

- 0-12 months = 0 days
- 13 months to 36 months = 2 days (24 hours)
- 37 months to 60 months = 3 days (36 hours)
- 61 months or more = 5 days (60 hours)

ARTICLE XI – VACATION

A. All full-time Police Officers shall receive vacations with full pay in accordance with the following schedule:

3 months to 12 month	3 days
After 1 year	7 days
After 2 years	8 days
After 4 years	9 days
After 5 years	10 days
After 7 years	11 days
After 8 years	12 days
After 12 years	13 days
After 15 years	15 days
After 17 years	16 days
After 18 years	17 days
After 19 years	18 days
After 20 years	20 days

B. All vacation requests must be submitted to the Chief of Police in writing. The Chief of Police must approve or deny the request in advance of the schedule vacation. The Chief of Police shall not unreasonably deny any vacation request. However, in the event of conflicting vacation requests or when adequate manpower coverage is not assured, authorization of vacation leave will be made on a basis of seniority.

C. All vacation time shall be taken in increments of time approved by the Chief

not to exceed the full-time officer's scheduled shift for the date requested.

D. There will be no carryover of unused vacation into the next calendar year and the Township will not buy back unused vacation time.

ARTICLE XII – SICK LEAVE

The Township shall allocate ten (10) sick days (120 hours) per year to each full-time Police Officer. An Officer may accumulate any unused sick days and roll over the unused sick time to the following calendar year. There will be no limit to the amount of sick time that is rolled over each year. Full time officers shall be permitted to sell back sixty (60) hours of unused sick leave each calendar year. Sick time will be used as needed per hour. No officer may simultaneously collect sick leave pay and disability payments.

ARTICLE XIII – BEREAVEMENT LEAVE

A. All full-time Police Officers will be allowed leave with pay for bereavement occasioned by death as follows:

1. Seven (7) days off for the death of a spouse, fiancé, live in partner, child, parent or sibling.
2. Three (3) days off for the death of a grandparents, spouse's parents, spouse's child or spouse's grandparents; and
3. One (1) day off for the death of a live-in roommate, aunt, uncle or ex-spouse.

ARTICLE XIV – HEALTH AND WELFARE

A. Township shall provide, at its expense, and will continue to maintain in force a policy of medical, hospitalization and major medical insurance coverage, including vision, dental and prescription drug coverage, for each full-time Police Officer, his or her spouse and dependent children as defined in the policies of insurance. The Plan description of the policies are attached hereto as Appendix "A" and made part of this agreement.

B. The Township maintains the right to substitute health coverage plans with comparable or better coverage. Any changes to be made will be made available to the Police Officers Association for Review by the employees at least one month in advance.

C. The Township will reimburse a full-time Police Officer who has opted not to receive the medical benefits provided herein at the rate of fifty percent (50%) of the cost of single coverage, which will be treated as taxable income.

D. Police Officers will pay 5% of the cost for children and spouses that have medical coverage through East Fallowfield Township. This cost will be deducted as pre-tax dollars from the officer's paycheck each pay period over the course of the year and will remain the same price over the three year contract period.

ARTICLE XV – UNIFORMS

A. The Township will purchase all uniforms both Class A and BDU style uniforms, for all officers, full and part time.

B. The Township, at its expense, will provide all Police Officers with a vest that is compatible to the gun they carry on duty. The Township will also provide at its expense, the necessary equipment for an officer's duty belt as well as other uniform accessories including, but not limited to, flashlight, portable radio, handcuffs, OC Spray, protective latex or non-latex gloves, holders for all items along with a holster, extra magazine holder, belt, hat, rain gear and any other items that might be necessary to make the uniform complete.

ARTICLE XVI – EDUCATION

A. The Township agrees to reimburse all full-time Police Officers for educational training they receive on their own, providing it is part of the education curriculum program that fulfill the requirements that lead to an associates or bachelor's degree with the approval of the Board of Supervisors.

B. To be eligible for reimbursement under this provision, an Officer must notify the Chief of Police in advance, in writing, of his or her intent to enroll in educational training

C. The Township will reimburse an officer for the cost of tuition and course of related materials when proof is provided of a passing grade of at least a "B" or higher.

D. All training that is scheduled on a full-time police officer's normally scheduled day of work for more than eight (8) hours and fewer than twelve (12) hours, including travel time to and from the officer's residence, shall be paid the same as the full-time officer's normally scheduled twelve (12) hour shift. The full-time officer will attend the training and will not be assigned to work that day of training.

E. All training scheduled on a full-time police officer's normally scheduled day off shall be paid at the full-time police officer's over-time hourly rate and shall include drive time to and from training and to and from the officer's residence for each hour of scheduled training.

ARTICLE XVII – DISABILITY

A. The Township shall provide, at no cost to the police officers, both short-term and long-term disability coverage as per the benefits under the insurance policies in place as

of October 29, 2013. The short-term and long-term disability policies are attached to this Agreement as Appendix "B".. A police officer shall have the option of exhausting any available sick leave before commencing disability payments.

B. Police officers shall be entitled to maintain their Township issued cell phones while on Heart and Lung status.

ARTICLE XVIII- LIFE INSURANCE AND PENSION

A. The Township will establish and maintain a plan of group term life insurance coverage for all Police Officers wherein each Police Officer will be insured as follows:

1. Any Officer that dies under non-accidental circumstances, as determined under the group term life insurance policy, will be insured in an amount of One Hundred Thousand Dollars (\$100,000).
2. Any Officer that dies under accidental circumstances, as determined by the group term life insurance policy, will be insured for an amount of one hundred seventy five thousand dollars (\$175,000).
3. The Police Officers will have exclusive right to designate the beneficiary under the policy of life insurance.

B. The Pension Benefits Policy is attached hereto as Appendix "C" and incorporated by reference as if fully set forth at length herein. The Police Association may grieve disputes concerning pensions if the benefit or issue is a mandatory subject of bargaining.

ARTICLE XIX – JURY DUTY

A. The Township recognizes the duty of citizens to serve while on jury duty. Those full-time Officers who are required to serve on jury duty in any Court of this Commonwealth or of the United States will be allowed leave with pay to serve as a juror. The Police Officer will remit the juror fee to the Township (excluding mileage reimbursement).

B. Officers will not be expected to serve on jury duty and report for a scheduled shift the same day. Officers who are excused from jury duty shall be expected to report to duty as scheduled.

ARTICLE XX – LIABILITY INSURANCE

The Township shall provide at its expense, reasonable Police Professional liability insurance covering all officers for compensatory damages and defense costs for civil suits arising out of the normal course of their employment.

ARTICLE XXI – GRIEVANCE PROCEDURES

A. A grievance under this provision shall be defined as a dispute between a full-time Police Officer and the Township involving the interpretation or application of the express terms of this agreement, including all matters of discipline. It is expressly provided and understood that the term "Grievance" shall not include any claim that a Police Officer is entitled to Pennsylvania Heart and Lung Act benefits. Claims of entitlement to Heart and Lung Act benefits are to be resolved through the procedures of Pennsylvania Local Agency Law. However, once it is determined through the Pennsylvania Local Agency procedures that a Police Officer is entitled to Heart and Lung Act benefits, any disputes involving the amount of compensation a Police Officer receives under the Heart and Lung Act may be subject to the grievance procedures provided below. In other words, an Officer's entitlement to Heart and Lung Act benefits are not subject to the grievance procedures while a claim to determine how much compensation an Officer should receive after being approved for Heart and Lung Act benefits may be.

B. In the event of a dispute as to the interpretation of any of the Articles of this agreement or any matter of discipline, the following procedures shall be utilized:

1. *Sequence For Filing Grievance:* A Police Officer shall have seven (7) days after he/she becomes aware, or should have been aware, of an event prompting a grievance to submit a grievance in writing to the Chief of Police. The sequence of the grievance process shall be as follows:

Step 1: To the Chief of Police;

Step 2: To the Liaison Supervisor; and

Step 3: To the Board of Supervisors.

2. *Representation:* All grievances must be presented in writing and dated at each step. The grievance must cite the specific contractual provision allegedly violated, the relief requested and any other pertinent detail. An Officer at his or her expense, shall be entitled to representation in the processing of his grievance.

3. *Time Limits for Hearing/Decisions:* The hearing at Steps 1 and 2 shall be scheduled within seven (7) calendar days following the filing of the grievance. A decision shall be made within seven (7) calendar days following the Step 1 and 2 hearings. Failure to tender a timely decision shall entitle the Officer to appeal to the next step. If a grievance is not appealed to the next step within seven (7) calendar days of the due date of the decision, it shall be considered settled on the basis of the Township's last answer. If the grievance is not resolved after Step 2, the Officer may present the grievance to Step 3 within ten (10) calendar days following the due date of the Step 2 decision. The Township Board of Supervisors or its representatives shall respond within ten (10) calendar days of receiving the Step 3 grievance.

4. *Arbitration:* If the grievance is not resolved at Step 3, the Association, on behalf of a Police Officer, may process the matter to arbitration by submitting in writing to

the Township, a demand for arbitration no later than ten (10) calendar days after the decision of the Board of Supervisors or its representative is made. The parties shall mutually select an arbitrator, or if no agreement is reached, the Association may petition the American Arbitration Association to submit a list of arbitrators under Voluntary Labor Arbitration Rules.

a) *Authority of Arbitrator:* The decision of the arbitrator shall be based solely on the meaning and application of the express terms of the agreement. The arbitrator shall have no authority to add to, modify, or delete provisions of the agreement. The arbitrator shall consider and reach a decision only on the specific issue submitted in writing by the parties and shall have no authority to address any other issues. The arbitrator's decision shall be in writing and submitted within thirty (30) days of the close of the hearing. The decision of the arbitrator shall be binding to both parties.

b) *Expenses of Arbitration.* The administrative expenses of the hearing and the arbitrator, including the arbitration fee, shall be divided equally between the parties. Each party will pay its own legal fees.

5. 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 limits shall make the grievance void.

Extensions in the time limits prescribed above at the various steps of the procedure may be established by mutual written agreement only.

ARTICLE XXII – PREGNANCY/MATERNITY LEAVE

A. 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). The Township may have the Officer examined by a physician of its choice to determine whether the Officer is capable of performing the normal duties of a Police Officer. If the Officer's physician and the Township's physician disagree, a third, independent physician jointly selected by the parties shall examine the Officer. The third physician's decision shall be final. During the time before the third physician makes a decision, the Officer may use accrued leave or take leave without pay.

B. The Officer may remain off work for up to nine (9) months from the date on which she becomes incapable of performing her normal duties because of pregnancy, unless a physician certifies that the Officer is experiencing medical complications or problems relating to the pregnancy which may require additional time off. Requests for additional time off based on such complications or problems will be evaluated on a case by case basis.

C. During her absence, the Officer may use accrued leave (including sick leave, vacation, holiday, personal time or Kelly time) and/or take unpaid leave. While the Officer is on

paid leave, she will continue to accrue vacation leave, personal days, sick leave, holiday pay, uniform allowance and educational incentive. While the Officer is on unpaid leave, her position will be held open but she shall not continue to accrue and/or earn benefits, including but not limited to, vacation leave, personal days, sick leave, holiday pay, uniform allowance and educational incentive. The Officer will continue to be covered by the Township's health insurance for the duration of her approved absence and her seniority will continue to accrue during the absence.

D. If the Officer does not return to work within nine months from the date on which she becomes incapable of performing her normal duties because of the pregnancy (unless the leave is extended for medical reasons), the Township shall be entitled to separate the Officer from employment through an honorable discharge. All Township pay and benefits shall cease after the approved leave has ended, except for any accrued time or benefits the Officer may have accumulated and any rights to pension benefits or the return of pension contributions.

ARTICLE XXIII – DRUG AND ALCOHOL POLICY

The Drug and Alcohol Policy and Testing Procedures have been adopted as provided and attached as Appendix "D" hereto.

ARTICLE XXIV – MISCELLANEOUS

A. *Nextel Service.* The Township will continue to provide all Police Officers with Nextel cellular phone service and if the Township changes service, the new service must be the same or equivalent of the current service.

B. *Pro-Ration of Benefits.* All Police Officers whose employment with the Township terminates will receive the unpaid balance of accrued vacation/holiday/personal time, including holidays through the date of termination, and a total of vacation and personal days representing a pro-rated amount of leave based on the date of termination. For example, an officer with five years of service who leaves May 1 will be paid for New Year's Day and Easter Sunday Holidays; one and two-thirds (1 2/3) personal days and five vacation days.

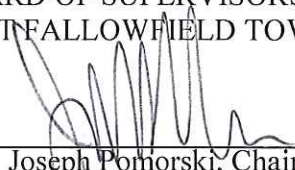
C. *As Is Clause.* All existing benefits and practices previously enjoyed by the bargaining unit shall remain "as is" unless specifically modified by this agreement.

ARTICLE XXV – SCOPE OF CONTRACT

This agreement is intended to reflect the entire agreement between parties, and shall supersede any prior Township Policies, procedures, benefits or practices, whether oral or written between the Township and the Police Officers Association.

IN WITNESS WHEREOF, the parties hereto have set their respective hands on the below dates of this agreement.

BOARD OF SUPERVISORS
EAST FALLOWFIELD TOWNSHIP

By: 
Joseph Pomorski, Chairman

By: 
Steven Herzog, Vice Chairman

By: _____
Charles Kilgore, Supervisor

By: _____
Edward Porter, Supervisor

By: 
Mark Toth, Supervisor

ATTEST:


Lisa Valaitis, Secretary