

COLLECTIVE BARGAINING AGREEMENT

-between-

TOWNSHIP OF EAST FALLOWFIELD

-and-

**EAST FALLOWFIELD TOWNSHIP
POLICE OFFICERS ASSOCIATION**

**CALENDAR YEARS
2010, 2011, 2012**

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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, 2010* and will continue through *December 31, 2012*.

B. If no agreement is made for continuation of this agreement by December 31, 2012, 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 shall mean any office duty that can be performed at the police station pertaining to investigations or administrative police work that 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 that wishes to be eligible for "Police Light Duty" must have a letter from his or her physician and the approval of the Chief of Police and the Board of Supervisors. The schedule for police light duty shall consist of eight (8) hour shifts which shall equal a forty (40) hour work week until that police officer can resume patrol duties on his or her regular schedule or until there is no longer light duty work available.*

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.

ARTICE V – WAGES

- A. Full Time police officers hired before January 1, 2008 shall be paid the following annual base salary for the year, which salary shall be designated as the maximum base salary for Patrol Officers:

Commencing October 1, 2010:

<u>Rank</u>	<u>Annual Base Salary</u>	<u>Base Hourly Rate</u>
Patrol Officer	\$62,137.92	\$29.87
Corporal	\$64,083.76	\$30.81

Commencing January 1, 2011:

<u>Rank</u>	<u>Annual Base Salary</u>	<u>Base Hourly Rate</u>
Patrol Officer	\$62,137.92	\$29.87
Corporal	\$64,083.76	\$30.81

Commencing January 1, 2012:

<u>Rank</u>	<u>Annual Base Salary</u>	<u>Base Hourly Rate</u>
Patrol Officer	\$62,759.30 ^{62,753.60 KWS} BS ^{et}	\$30.17
Corporal	\$64,724.60 ^{64,729.60 KWS} BS ^{et}	\$31.12

- B. Full-Time Patrol Officers hired on or after January 1, 2004 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

C. In accordance with paragraph B above, full-time Patrol Officers hired on or after January 1, 2004 shall be paid the following annual base salary for the years:

Commencing January 1, 2010

<u>Rank</u>	<u>Length of Service</u>	<u>Annual base Salary</u>
Class "C"	0 to 12 months	\$49,710.34
Class "B"	13 months to 24 months	\$55,924.12
Class "A"	25 months and up	\$62,137.92

Commencing January 1, 2011

<u>Rank</u>	<u>Length of Service</u>	<u>Annual base Salary</u>
Class "C"	0 to 12 months	\$49,710.34
Class "B"	13 months to 24 months	\$55,924.12
Class "A"	25 months and up	\$62,137.92

Commencing January 1, 2012

<u>Rank</u>	<u>Length of Service</u>	<u>Annual base Salary</u>
Class "C"	0 to 12 months	\$50,207.44 50,202.88 KWS BS <i>OK</i>
Class "B"	13 months to 24 months	\$56,483.37 56,478.24 KWS BS <i>SA</i>
Class "A"	25 months and up	\$62,759.30 62,753.60 KWS BS <i>SA</i>

KWS BS

D. 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.

E. Part-time patrol officers shall be paid the following hourly rate commencing:

October 1, 2010	\$22.30
January 1, 2011	\$22.75
January 1, 2012	\$23.20

ARTICLE VI – OVERTIME AND COMPENSATORY TIME

A. Each Police Officer shall receive compensation (overtime pay) at the rate of one and one-half (1 ½) times the Officer's base hourly wage rate for any hours worked in excess of eight (8) 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 ½) 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 ½) 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. 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 ^{ten}~~eleven~~ (10) days as paid holidays for full-time Police Officers: *KWS M SA*

New Year's Day	Easter Sunday
Memorial Day	Independence Day
Labor 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 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 ten (10) 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 ten (10) 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 – VACATIONS

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

3 months to 12 months	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

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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 scheduled 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 the over to the following calendar year. There will be no limit to the amount of sick time that is rolled over each 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. The 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 bachelors 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

The Township shall provide, at no cost to the police officers, both short-term and long-term disability coverage. Such coverage shall be at the rate of sixty percent (60%) of regular earnings. Short-term disability shall commence after the use of seven (7) sick days, if available, or immediately if no sick days are available, and shall continue to a maximum of six (6) weeks, at which point the long-term disability shall commence for a maximum of nine (9) additional months. A police officer shall have the option of exhausting any available sick leave before commencing disability payments.

ARTICLE XVII – 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:
 - i. First Contract Year 2010 – one hundred fifty thousand dollars (\$150,000)
 - ii. Second Contract Year 2011 effective January 1, 2011 the township shall increase coverage to one hundred sixty thousand dollars (\$160,000)
 - iii. Third Contract Year 2012 effective January 1, 2012 the township shall increase coverage to 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.

ARTICLE XIX – JURY DUTY

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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, and 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

Effective thirty (30) days following the execution of this agreement, a Drug and Alcohol Policy and Testing Procedures will be adopted as provided and attached as Appendix "B" 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.

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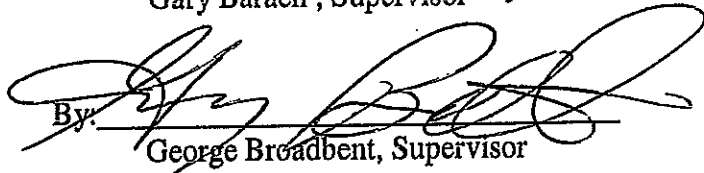
IN WITNESS WHEREOF, the parties hereto have set their respective hands on the below dates of this agreement.

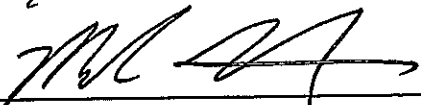
**BOARD OF SUPERVISORS
EAST FALLOWFIELD TOWNSHIP**

By: 
Chris Amentas , Chairman

By: 
Chris Makely, Vice Chairman

By: _____
Gary Barach , Supervisor

By: 
George Broadbent, Supervisor

By: 
Mark Toth, Supervisor

ATTEST:

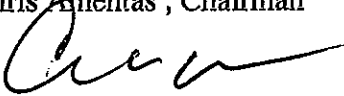

Denise Miller , Secretary

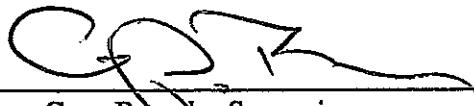
ADDENDUM


The Township has awarded eleven (11) Holidays to its non-uniformed employees by resolution and amendment of the Township's employee handbook. Pursuant to Article IX Section D, of this Agreement, the Township acknowledges that the full time Police Officers subject to this Agreement shall have eleven (11) Holidays and have selected Veteran's Day as the date of their additional holiday. This Addendum in no way alters or modifies the terms of Article IX Section D.

**BOARD OF SUPERVISORS
EAST FALLOWFIELD TOWNSHIP**

By: 
Chris Anentas, Chairman


By: 
Chris Makely, Vice Chairman

By: 
Gary Barach, Supervisor

By: 
George Broadbent, Supervisor

By: 
Mark Toth, Supervisor

ATTEST:


Denise Miller, Secretary

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Delaware Valley Health Insurance Trust
East Fallowfield Township

Effective October 1, 2010. This is a non-grandfathered plan.

DVHIT PPO \$10 primary, \$20 specialist, \$100 ER, \$100 Inpatient Hospitalization co-payment, 70% out of network, with a \$10 generic/\$20 brand/\$35 non-formulary pharmacy benefit

	In Network	Out of Network
Primary Care Physician*	\$10 copay	70%, after deductible
Specialist/Office Visit*	\$20 copay	70%, after deductible
Routine GYN exam*	100%, no copay	70%, No deductible
OB Exam*	100%, no copay	70%, No deductible
Pediatric immunizations*	Subject to office visit copay	70%, No deductible
Mammography (age 40 and over)*	100%, no copay	70%, No deductible
Preventive Services*	\$0 copay	70%, after deductible
Chiropractic Care	\$20 copay, up to 30 visits per calendar year	70%, after deductible
Outpatient surgery	100%, no copay	70%, after deductible
Hospitalization	100% after \$100 inpatient copay per day, up to a maximum of 5 days	70%, after deductible
Lab and Pathology Tests	100%, no copay	70%, after deductible
Routine Diagnostic/Radiology Services	\$40 copay	70%, after deductible
Complex Imaging	\$40 copay	70%, after deductible
Emergency Room Copay	\$100 copay, waived if admitted	
Maternity	\$20 copay first visit only. Inpatient hospitalization copay applies.	70%, after deductible
Physical/Occupational/Speech Therapy	\$20 copay	70%, after deductible
Orthotic/Prosthetic	\$20 copay. Up to 32 visits per calendar year. Conditions include Amblyopia, Strabismus, Non-Strabismic disorders.	70%, after deductible
Hospital/Home Health	100% no copay	70%, after deductible
Skilled Nursing Facility	100%, no copay	70%, after deductible
Mental Health Services	Inpatient hospitalization copay applies. Out patient \$20 copay.	70%, after deductible
Substance Abuse	Inpatient hospitalization copay applies. Out patient \$20 copay.	70%, after deductible
Durable Medical Equipment	100%, no copay	70%, after deductible
Orthotic Rider	\$500 every 24 months	
Vision Exam Benefit	100%, no copay, once every 24 months. Includes contact lens fitting and evaluation.	70%, after deductible
Lens Reimbursement	\$150 every 24 months	
Prescription Drug Copay	\$10 generic/\$20 brand/\$35 non-formulary. Up to a 30 day supply.	70%, after deductible
Mail order copay	\$20 generic/\$40 brand/\$70 non-formulary. Up to a 90 day supply.	Not covered
Oral contraceptives	Covered	70% of recognized charges
Performance Rider	6 pills per month	70% of recognized charges
Deductible	None	\$300 single/\$600 family
Out-of-Pocket Maximum	None	\$2,000 single/\$4,000 family
Lifetime Maximum	None	\$1,000,000

Delaware Valley Health Insurance Trust East Fallowfield Township Value-Added Benefits	
<i>Health Club Membership Reimbursement</i>	\$250 employee/\$250 spouse - 100 visits per rolling calendar year. This is a benefit through the Trust office.
<i>Employee Assistance Program</i>	An employee Assistance Program offered through Human Management Services. This is a confidential, integrated counseling and referral service available to employees and eligible dependents.
<i>Health Advocate</i>	An innovative program designed to help employees and their families navigate the healthcare system. A Personal Health Advocate will assist with how to find the best doctors, getting help for elderly parents, obtain unbiased health information, and help with scheduling timely appointments.
<i>Member Wellness Program</i>	A voluntary, incentive paid, program sponsored by the Trust that focuses on 5 high-risk areas - high cholesterol, diabetes, hypertension, weight management, and smoking cessation.
<i>Colonoscopy Incentive</i>	The Delaware Valley Health Insurance Trust will pay an incentive of \$150 to covered members age 50 years and over (or age 40 and older with a family history of colorectal cancer) for completing a colonoscopy.
<i>Women's Health Initiative</i>	DVHIT provides cash incentives to eligible female participants who obtain preventative breast and cervical cancer screenings.
<i>COBRA Administration</i>	As both a risk management and time-saving measure, the Trust contracts with CONEXIS for comprehensive COBRA administration services. CONEXIS monitors DOL regulatory requirements, handles all employee notifications, tracks elections, and processes premium billing for all subscribers electing to continue Trust medical or dental benefits.

*Preventive services as defined by Federal Mandate and procedure code Plan designs subject to review by Actara's Standards Management Unit

RESOLUTION OF GRIEVANCE REGARDING CHANGE OF HEALTH CARE PROVIDER

This **RESOLUTION OF GRIEVANCE REGARDING CHANGE OF HEALTH CARE PROVIDER** is entered into this ___ day of _____, 2010, by and between **EAST FALLOWFIELD TOWNSHIP** (hereinafter "Township") and **EAST FALLOWFIELD TOWNSHIP POLICE OFFICERS ASSOCIATION** (hereinafter "Association"); (collectively the "Parties").

RECITALS

WHEREAS, Township and the Association are parties to a Collective Bargaining Agreement defining the terms and condition of employment for the members of the Association and other part time officers of the Township;

WHEREAS, Township obtained health insurance from a Independence Blue Cross pursuant to the terms of a Collective Bargaining Agreement with the Association; and

WHEREAS, the Township changed providers for the insurance on October 1, 2010 to Delaware Valley Health Insurance Trust (DVHIT);

WHEREAS, the Association filed a grievance claiming that the new insurance is not "comparable or better coverage" pursuant Article XIV Section B of the Collective Bargaining Agreement between the Association and the Township;

WHEREAS, the Parties hereto desire to settle all differences between them and to finally resolve all differences with regard to the provision of health insurance by the selected provider, DVHIT.

NOW, THEREFORE, the parties, intending to be legally bound hereby, agree as follows:

1. The Township agrees to pay to the members of the Association employed by East Fallowfield Township, the difference between co-payments incurred by Officers and their dependents covered by the Township, if any, under the new insurance provided by the Township and the co-payments that would have been incurred by Officers and their Dependents covered by the Township, if any, under the prior insurance plan provided by Township. Specifically, the Township agrees to reimburse the Officers for covered co-payments incurred as follows:

	CURRENT CO-PAY	PROPOSED CO-PAY	REIMBURSEMENT AMOUNT
Primary Care Physician	\$5	\$10	\$5
Specialist Office Visit	\$15	\$20	\$5
Chiropractic Care	\$15	\$20	\$5
Hospitalization	\$50 inpatient	\$100 inpatient	\$50
Routine Diagnostic/ Radiology Services	\$15	\$40	\$25
Complex Imaging	\$15	\$40	\$25
Emergency Room	\$40	\$100	\$60
Maternity	\$5	\$20	\$15
Physical/Occupational/ Speech Therapy	\$15 (1-30 visits) \$25 (31-60 visits)	\$20	\$5 (1-30 visits) \$0 (31-60)
Mental Health Services	\$15	\$20	\$5
Substance Abuse	\$50 inpatient \$0 outpatient	\$100 inpatient \$20 outpatient	\$50 \$20
Prescription Drug	\$5 generic \$10 brand \$25 non-formulary	\$10 generic \$20 brand \$35 non-formulary	\$5 \$10 \$10

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Mail Order Drug	\$5 generic (1-30)	\$20 generic	\$15 (1-30)
	\$10 generic (31-90)	\$40 brand	\$10 (31-90)
	\$10 brand (1-30)	\$70 non-formulary	\$30 (1-30)
	\$20 brand (31-90)	(up to 90 day supply)	\$20 (31-90)
	\$25 non-form.(1-30)		\$45 (1-30)
	\$50 non-form (31-90)		\$20 (31-90)

2. Reimbursement payments will be made by separate check, without any deduction, to the officers on the second Friday of each month for any co-payments incurred and submitted before the last day of the preceding month.

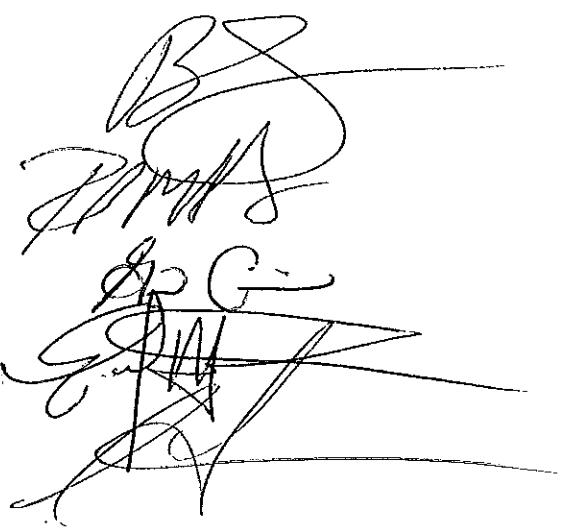
3. Officers shall submit all requests for reimbursement and proof of payment for reimbursement in writing within 60 days of incurring the co-payment or forfeit reimbursement of said co-payment.

4. This settlement shall be binding on the Parties under the terms of the current Collective Bargaining Agreement, scheduled to expire on December 31, 2012 and both parties agree it shall not modify or alter any other terms of employment contained therein.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereby execute this instrument.

EAST FALLOWFIELD POLICE OFFICERS ASSOCIATION

EAST FALLOWFIELD BOARD OF SUPERVISORS



KWS

SUSTANCE ABUSE POLICY

East Fallowfield Township is committed to providing its residents with quality service and its employees with a safe and healthy work environment. It is the intent of the Township to make every reasonable effort to ensure that drug and alcohol abuse by employees does not jeopardize the operations or adversely impact Township employees, its residents and the general public.

Road Department employees will be randomly tested by PSATS. (Pennsylvania State Association of Township Supervisors).

The possession, use, consumption and sale of controlled or illicit drugs by employees, in Township vehicles, on the job or when conducting Township business is prohibited.

Prescription medicine is permitted for possession or use provided the following conditions are met:

- (1) Medication that is prescribed for an employee by a licensed physician must be in a container labeled with standard prescription information which is not more than one year old.
- (2) The medication does not cause impairment of the employee's mental or physical capabilities which may interfere with safe or effective work operations.
- (3) The employee informs his or her immediate supervisor whenever taking medications that may affect the employee's physical or mental capability to work safely or effectively. Employees shall not report to work, while in an impaired condition due to the ingestion, use, consumption of controlled substances, illicit drugs or alcoholic beverage or prescription medicines, prescribed by a licensed physician, (subject to the previous paragraphs).

As a condition of employment or continued employment, all applicants for positions with the Township will be tested (at the expense of the Township) for alcohol and substances prior to commencing employment with the Township.

Applicants for positions with the Township who are offered a written job offer agree to:

- (1) Abide by this drug and alcohol abuse policy.
- (2) Successfully pass all drug tests.
- (3) Report to the Supervisor Liaison any criminal convictions for drug-related activity no later than five days after a conviction.
- (4) Provide written consent to submit to testing and provide written consent to release negative test results to the Township.

Drug or alcohol testing will be required in the following circumstances:

- (1) Pre-employment testing.
- (2) For-cause testing. (See Substance Abuse Policy and Procedures)

Employees in violation of provisions of the policy will be subject to a variety of actions to, and including termination of employment. The Township, as employer, shall determine in its sole discretion the seriousness of the violation and the appropriate disciplinary and/or corrective course of action.

SUBSTANCE ABUSE POLICY AND PROCEDURES

To assure compliance with this policy, the Township will test for substance abuse. The purpose of the testing is to protect the health and safety of all employees through the early identification and referral for treatment of employees with drug or alcohol abuse problems. Such testing will be conducted and administered under professional medical guidelines.

An employee may be terminated for refusal to provide written consent for testing and release of results; refusal to submit to drug and alcohol testing; failure to cooperate in submitting to drug or alcohol testing; or for any other violation of this policy.

Employees on Township Property, in Township vehicles, on job sites, or while conducting Township business are subject to substance testing. Any employee who in the opinion of the employee's supervisor, appears to be under the influence of alcohol or drugs will be prohibited from entering Township property, using Township vehicles or equipment, or entering a job site and must submit to an immediate medical evaluation at a Township designated facility.

If there is a reason to suspect the use or possession of any of the prohibited items on Township premises, law enforcement agencies will be notified and may conduct searches of employee's person, personal effects, belongings, vehicles and any other items within their control. All other areas provided to employees for their convenience while on Township premises will be subject to searches at any time that they are the Township property and are only made available to the employees for their use and convenience as employees of the Township.

As a condition of continued employment, employees who tested positive (drugs found) and are permitted to return to work after a subsequent negative (no drugs found) retest are subject to a minimum of four random retests for one year period after returning to work. All retests will be at the employee's expense.

Termination of employment for violation of this policy will be listed as failure to comply with Township policies.

1. Pre-employment testing will be required for all new employees to include job candidates, former employees seeking re-employment and temporary or casual employees. Once the initial testing is completed and indicates a negative result (no drugs found), it is not necessary to conduct the pre-employment drug test on each return to work unless the period of absence exceeds six months.
2. All testing and analysis will be conducted at the Township designated facilities.
3. The drug and/or alcohol test authorization will be completed by each job applicant who has been offered a position with the Township.

For-cause Testing: Behavior, Work Performance or Test Sample Rejection

1. All for-cause testing must be approved by the Board of Supervisors, at the discretion of the Supervisor Liaison.
2. Employees will be required to submit to substance testing when employee behavior, work performance or any other circumstance suggests the possibility that an employee is under the influence of drugs and/or alcohol, unless the observed behavior or performance is supported with a sound and complete medical explanation by the Township designated licensed physician.
3. The employee's Supervisor Liaison will document the observed behavior/work performance on the Behavior/Work Performance Documentation.
4. Supervisors who suspect an employee of being under the influence of alcohol or drugs should discreetly remove the employee from the work area to a private location and inform the employee that they are being referred to the designated Township medical facility for professional medical evaluation of their condition.
5. The employee will be taken to the designated medical facility. Under no circumstances should the employee be allowed to drive a vehicle until a medical professional has determined that the individual is capable of driving.
6. An employee is expected to cooperate with the procedures. Refusal to cooperate with the above procedures will be grounds for termination of employment. If the employee quits, becomes belligerent, physical or determined to leave on his/her own, the Supervisor will notify the police. The employee will be informed that the police are being notified.

7. Employees undergoing for-cause testing will be suspended without pay pending receipt of test/medical results.

- (1) If tests/medical determinations are negative, the employee will be returned to work immediately and will receive back pay for work time missed.
- (2) If results are positive, the procedure outlined below will be followed.

For-Cause Testing: Accident

All for-cause testing must be approved by the Board of Supervisors.

Employees involved in a work place accident or an accident while operating a Township vehicle will be required to submit to drug and/or alcohol testing even if they do not exhibit observable symptoms of being under the influence. The decision whether to test will be made by the Board of Supervisors.

❖ A work place accident is defined as an incident which:

- (1) Results in damage to any equipment or property rendering it unusable or requiring repair; or
- (2) causes death to any person, or
- (3) causes bodily damage to any person and requires treatment by a licensed physician.

❖ A vehicle accident is defined as an incident which:

- (1) Results in damage to any vehicle, or equipment or property, or
- (2) causes death to any person, or
- (3) causes bodily damage to any person and requires treatment by a licensed physician.

For-cause testing for accidents will be conducted immediately following the accident. Generally the samples will be drawn at the first medical facility where treatment was rendered to the injured person. If medical treatment was not necessary, then the samples will be drawn at a Township designated facility.

Procedures when samples are rejected:

If the collection/testing facility rejects a sample because of insufficient quantity, the employee is required to submit another sample as soon as he/she is able on the same day. If the employee is unable to provide a sufficient sample on the scheduled test date, the employee is required to provide a sample at a Township designated facility at the beginning of business hours the following work day.

If the collection/testing facility rejects a sample for reasons other than quantity, the employee must immediately submit to another testing at a designated facility and must follow that facility's procedure for testing which may require disrobing and wearing a hospital gown.

Procedures when test results are positive:

Drugs

If screening and confirmatory tests are positive (drugs are present), the employee will be immediately suspended without pay. Within seven calendar days after being suspended, the employee must provide written notification to the Township indicating his or her intention to retain employment and efforts to return to work. An employee who, in the sole discretion of the Township is permitted to return to work, shall do so subject to the following conditions in addition to any others which may be deemed appropriate by the Township.

Alcohol

If testing indicates a blood alcohol test level of 0.04 or above, the employee will be immediately suspended without pay. Within seven calendar days after being suspended, the employee must provide written notification indicating

his or her intention to retain employment and efforts to return to work. Subject to any other disciplinary action which may be imposed, including termination of employment as a result of violations of this policy, the employee will be permitted back to work following successful participation in an EAP (Employee Assistance Program) or Township approved designated counseling, education or rehabilitation program.

Failure of an employee to successfully participate in an EAP or Township designated counseling, education or rehabilitation program will result in termination of employment.

In the event the employee subsequently tests positive for an alcohol level of 0.04 after returning to work, the employee's employment will be terminated immediately.

OTHER CONDITIONS

Confidentiality

All records pertaining to drug and alcohol testing and rehabilitation of drug and alcohol dependent employees will be treated with strict confidentiality and will be revealed as appropriate on a need-to-know basis for the purpose of protecting employee safety or Township property. When it is established by licensed physicians or therapists that a person's condition constitutes a clear and real danger to themselves or others, this information will not be held confidential and any individual or agency with a need-to-know will be notified of the situation.

Drug and alcohol test results will be release by the township designated facility only to the Supervisor Liaison. Negative results will be provided to other firms/agencies only upon written consent by the employee. Employees may request a copy of their individual test results. Any costs associated with providing the test results will be the responsibility of the employee.

Employee Assistance Program (EAP)

The Township will attempt to provide help to employees who suffer from alcohol or drug abuse and other personal/emotional problems. Employees who test positively for drug or alcohol abuse will be offered rehabilitation through the EAP for a first offense. However, it is the responsibility of each employee to seek assistance from the EAP before alcohol or drug problems lead to disciplinary action which can include termination of employment for a first offense.

The employee's decision to seek prior assistance from the EAP or any other program acceptable to the township will not be used as the basis for disciplinary action and will not be used against the employee in any disciplinary proceeding. on the other hand, using the EAP will not be a defense to the imposition of disciplinary action when facts proving a violation of this policy are obtained outside of the EAP.

An employee who is referred to the EAP because of a drug or alcohol dependency problem which constitutes a violation of this policy, will be directed to enter any program deemed appropriate by the EAP. Refusal to participate in the program as prescribed, will be a cause for disciplinary action up to and including termination of employment. All costs associated with any recommended treatment, counseling, education or rehabilitation program are subject to payment in accordance with the Township benefit plan. Cost of treatment not covered by the Township benefit plan are the sole responsibility of the employee and are not otherwise supplemented by the Township.

An employee shall not be permitted to enter into drug or alcohol rehabilitation or other programs offered by the EAP, or other sources, which involve absence from employment more frequently than once in a five year period of time. If an employee desires to enter into any program more often than provided by the preceding sentence, the employee may do so but will be required to use accumulated leave time.