

AMERICAN ARBITRATION ASSOCIATION

In the Matter of the Arbitration Between

Township of East Fallowfield

and

East Fallowfield Township
Police Officers Association

Case No. 14 360 L 01731 09

Act 111 Interest Arbitration

BOARD OF ARBITRATION

Thomas H. Kohn, Esquire
MARKOWITZ & RICHMAN
121 South Broad Street, Suite 1100
Philadelphia, PA 19107
Police-Appointed Arbitrator

Brian H. Leinhauser, Esquire
LAMB McERLANE PC
24 East Market Street
P.O. Box 565
West Chester, PA 19381
Township-Appointed Arbitrator

Kinard Lang, Esquire
P.O. Box 57026
Philadelphia, PA 19111
Impartial Arbitrator

AWARD

The following Award is issued pursuant to arbitration proceedings invoked under Act 111 of the Commonwealth of Pennsylvania, as amended, 43 P.S. §§ 717.1, *et seq.* A hearing was conducted by the Board of Arbitrators at the offices of Lamb McErlane in West Chester, Pennsylvania on September 22, 2010, followed immediately thereafter by an Executive Session among the Board of Arbitration.

After due consideration of the evidence and arguments of the respective parties, the Board of Arbitration issues the following Award:¹

1. Unaffected Provisions:

Except as otherwise provided by this Award, all provisions of the 2007-2009 collective bargaining agreement, prior agreements and past practices shall remain in full force and effect for the duration of the successor Act 111 Award.

2. Duration:

The duration of this Award and resulting contract shall be for a period of three years – January 1, 2010 through December 31, 2012.

3. Definitions:

Article III(G) shall be amended to read as follows:

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.

Article III(M) is added as follows:

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 officers 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

¹ To the extent not specifically referenced, the Board of Arbitration adopts those grammatical corrections that the parties previously agreed would be incorporated in a new contract.

(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.

4. Wages:

Effective October 1, 2010, all full-time officers' wages shall be calculated on the basis of 2080 hours per year and all contract references to 2184 hours other than Article VIII(B) shall be amended to 2080 hours.

Effective October 1, 2010, a Class A Patrol Officer's base hourly rate will be \$29.87 and a Corporal's base hourly rate will be \$30.81.²

Effective January 1, 2012, all full-time officers' wages shall increase by one percent (1%).

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

5. Holidays:

Article IX shall include the following provision:

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.

6. Vacations:

Article XI shall be amended by increasing the vacation accruals as follows:

After 15 years	15 days
After 17 years	16 days

² Arbitrator Leinhauser for the Township dissents from this portion of the Award. Considering the considerable financial stress the Township is experiencing and the continued obligation of the Township to pay guaranteed overtime, an increase of this magnitude (5%) places a considerable burden on the Township.

After 18 years 17 days

After 19 years 18 days

After 20 years 20 days

Section C shall be amended to read as follows:

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.

7. Sick Leave

In view of the improvements to disability insurance, Article XII shall be amended by the addition of the following sentence:

No officer may simultaneously collect sick leave pay and disability payments.

8. Bereavement Leave

Article XIII(A)(1) shall be amended to read as follows:

Seven (7) days off for the death of a spouse, fiancé, live-in partner, child, parent or sibling.

9. Health and Welfare

Article XIV(D) is amended by deleting the final sentence in that paragraph.

10. Education

Article XVI is amended by adding the following:

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 police 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 office'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.

11. 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.

12. Life Insurance:

Non-accidental death: The Township shall immediately increase coverage to one-hundred thousand dollars (\$100,00).

Accidental death: The Township shall, effective January 1, 2011, increase coverage to one-hundred sixty thousand dollars (\$160,000).

Effective January 1, 2012, the Township shall increase coverage to one-hundred seventy-five thousand dollars (\$175,000).

13. Grievance Procedure

Article XXI(B)(3) is amended to read as follows:

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 representative shall respond within ten (10) calendar days of receiving the Step 3 grievance.

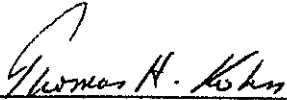
Article XXI(B)(4) is amended to provide that a demand for arbitration must be submitted to the Township within ten (10) calendar days after the decision of the Board of Supervisors.

Each provision of the above Award has been agreed to by a majority of the undersigned Arbitrators.



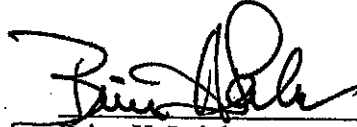
Kinard Lang, Esquire
Impartial Chairman

Date: 10/9/10



Thomas H. Kohn, Esquire
Police-Appointed Arbitrator

Date: 10/7/10



Brian H. Leinhauser, Esquire
Township-Appointed Arbitrator

Date: 10/7/2010