

## **AGREEMENT**

THIS AGREEMENT, made this 13<sup>th</sup> day of December, 2017, by and between the WEST GOSHEN POLICE OFFICERS ASSOCIATION, (hereinafter referred to as "the Bargaining Unit"), on behalf of certain members of the Police Department of West Goshen Township, (hereinafter referred to as "Police Officers" or "Officers"), and the TOWNSHIP OF WEST GOSHEN, (hereinafter referred to as the "Township").

### **WITNESSETH:**

Whereas, the members of the West Goshen Township Police Department, who constitute the Bargaining Unit, by and through the West Goshen Police Negotiating Committee, have been engaged in collective bargaining with the Board of Supervisors of West Goshen Township pursuant to the provisions of Act of June 24, 1968, P.L. 237, No. 111; and

Whereas, negotiations pursuant thereto have resulted in an agreement between the respective parties concerning the terms and conditions of employment by West Goshen Township of the members of the Bargaining Unit which constitutes all Officers with rank not above that of Sergeant, for the calendar years of 2018 through 2022 inclusive, which are memorialized herein.

Now, therefore, the parties hereto, for and in consideration of the mutual promises each made the other, and intending to be legally bound hereby, agree that the following contract provisions, to become effective as indicated, constitute the Agreement reached by the parties pursuant to the foregoing Act.

### **I. GENERAL PROVISIONS**

A. Term of Contract: This Agreement shall take effect January 1, 2018, and remain in full force and effect through December 31, 2022.

B. Unless otherwise provided herein, all benefits provided under this Agreement shall be awarded to all members of the West Goshen Police Department, who at any time during its term are members of the Bargaining Unit, and shall be retained by each member during the term of this Agreement, and thereafter so long as

the member shall remain in the employ of the West Goshen Police Department and remain a member of the Bargaining Unit, unless and until modified or amended by the mutual written consent of the parties to this Agreement.

C. Schedule:

Effective January 1, 2018, the base work schedule for a Police Officer (excluding officers assigned to the positions of Detective, Traffic Division and the Juvenile/Community Relations Officer) shall become a twelve-hour shift schedule. This schedule shall rotate four different platoons following a twenty-eight day pattern changing in the following grid:

WEEK/DAY	MON	TUE	WED	THUR	FRI	SAT	SUN
1	DAY	DAY	OFF	OFF	DAY	DAY	DAY
2	OFF	OFF	DAY	DAY	OFF	OFF	OFF
3	NIGHT	NIGHT	OFF	OFF	NIGHT	NIGHT	NIGHT
4	OFF	OFF	NIGHT	NIGHT	OFF	OFF	OFF

The twelve-hour schedule is divided into two, twelve-hour shifts per day. The Township shall designate, on an annual basis, an A.M. and P.M. shift. The A.M. shift shall begin at 0600 hours or 0700 until twelve hours after the starting time. The P.M. shift shall begin at 1800 hours or 1900 hours until twelve hours after the starting time.

When instituting the twelve-hour shift schedule, the parties intend to convert all existing time off to hours for officers working that schedule. Thus, all paid leave "days" will be converted to eight (8) hours. For example, 10 holidays will equal 80 hours and a vacation week will equal 40 hours. An officer working the twelve hour shift shall earn "chart time" time at the rate of four (4) hours for each 84 hour bi-weekly shift period. In the event an officer is off from work in excess of 28 days for a disability not involving the use of the officer's earned accumulated sick leave or is off from work on an unpaid status, no chart time will be earned.

All contractual time off for vacation, personal, holiday, and chart time shall be placed in a "bank" and officers shall be permitted to draw hours from the bank subject to existing rules concerning the number of officers permitted off during a shift or during certain hours of a shift as approved by the Chief of Police. Officers shall be permitted to carry over up to 40 hours of unused bank time into the next year.

Overtime for officers working the twelve (12) hour schedule shall be paid for hours worked in excess of regularly scheduled hours. Thus, overtime shall be paid for any hours worked in excess of the 12 hours for which the officer is scheduled in a 24-hour period or any hours in excess of the 84 hours for which the officer is scheduled in the 14 day cycle. Use of contractual time off shall be considered as time worked on the schedule. The overtime rate is time and one-half based on a rate composed of base pay, longevity and any stand-by pay an officer is receiving.

In the event an officer working the 12-hour schedule is assigned to an 8-hour training during a scheduled workday, the officer may use 4 hours of the compensatory time, at his discretion, to complete the scheduled 12-hour shift.

## **II SALARIES AND BENEFITS**

### **A. BASE SALARIES**

Definition of Annual Base Salary: The annual dollar amount payable to each Police Officer exclusive of longevity pay, overtime pay, court pay, uniform cleaning or clothing allowance, holiday duty pay, on call or stand-by pay, or any other payments, compensations or benefits payable under the terms of this Agreement.

1. (a) Beginning January 1, 2018, the annual base salary for each Police Officer shall be increased by three percent (3.0%) of his or her December 31, 2017 annual base salary. The annual base salary for each Police Officer with the rank of Sergeant shall be nine percent (9%) higher than the annual base salary of a police officer without rank and with three (3) years service.

(b) The base salary schedule for calendar year 2018 shall be as follows:

Police Officer - over three (3) years' service:	\$98,888
Police Officer with the rank of Sergeant:	\$107,787

2. (a) Beginning January 1, 2019, the annual base salary for each Police Officer shall be increased by three percent (3.0%) of his or her December 31, 2018 annual base salary. The annual base salary for each Police Officer with the rank of Sergeant shall be nine percent (9%) higher than the annual base salary of a police officer without rank and with three (3) years' service.

(b) The base salary schedule for calendar year 2019 shall be as follows:

Police Officer - over three (3) years' service: \$101,855

Police Officer with the rank of Sergeant: \$111,021

3. (a) Beginning January 1, 2020, the annual base salary for each Police Officer shall be increased by three percent (3.0%) of his or her December 31, 2019 annual base salary. The annual base salary for each Police Officer with the rank of Sergeant shall be nine percent (9%) higher than the annual base salary of a police officer without rank and with three (3) years' service.

(b) The base salary schedule for calendar year 2020 shall be as follows:

Police Officer - over three (3) years' service: \$104,911

Police Officer with the rank of Sergeant: \$114,352

4. (a) Beginning January 1, 2021, the annual base salary for each Police Officer shall be increased by three percent (3.0%) of his or her December 31, 2020 annual base salary. The annual base salary for each Police Officer with the rank of Sergeant shall be nine percent (9%) higher than the annual base salary of a police officer without rank and with three (3) years' service.

(b) The base salary schedule for calendar year 2021 shall be as follows:

Police Officer - over three (3) years' service: \$108,058

Police Officer with the rank of Sergeant: \$117,783

5. (a) Beginning January 1, 2022, the annual base salary for each Police Officer shall be increased by three percent (3.0%) of his or her December 31, 2021 annual base salary. The annual base salary for each Police Officer with the rank of Sergeant shall be nine percent (9%) higher than the annual base salary of a police officer without rank and with three (3) years' service.

(b) The base salary schedule for calendar year 2022 shall be as follows:

Police Officer - over three (3) years' service: \$111,300

Police Officer with the rank of Sergeant: \$121,316

6. Starting Salary for 1<sup>st</sup> Year Officers:

	2018	2019	2020	2021	2022
Officer (7+ years of service) (3% increase)	\$98,888	\$101,855	\$104,911	\$108,058	\$111,300

Percentage defined as percentage calculated by contractual top Patrol Officer's rate.

New Hire	65%	Act 120 Certification
1-yr	70%	With Associate's Degree or 60 semester credit hours in an accredited institution of higher education at the time of application
2-yr	75%	With three full-time years of any law enforcement experience that encompasses the powers of arrest under State and/or Federal Law
3-yr	80%	With Bachelor's Degree
4-yr	85%	
5-yr	90%	
6-yr	95%	

## B. BENEFITS

1. Bereavement Leave: A Police Officer will be granted up to forty (40) hours leave of absence with pay in the event of a death of the Officer's spouse, child, parent, brother or sister and up to twenty four (24) hours leave of absence with pay in the event of a death of grandparent, parent-in-law, daughter/son-in-law or brother/sister-in-law.

2. Cancellation: When a Police Officer is required by the Chief of Police, his delegate, or the Board of Supervisors to work on a previously approved holiday, chart day or vacation day(s) because of the needs of the Department, such Officer shall be paid at one and one-half times his/her normal hourly rate and such holiday, chart or

vacation day(s) or any combination of the same, once approved and then canceled, may be taken by the Officer at a later date.

3. Civil Suits and Actions: The Township shall provide insurance insuring liability for damages, including court cost and reasonable attorney's fees provided with respect to any suit or action brought against any Officer of the Police Department as a result of the proper performance by said Officer of police duty in conformity with existing Township regulations.

4. Clothing Allowance - Detective(s): Any Police Officer assigned as a detective shall be compensated at the rates for each year listed below and these will be payable in one lump sum at the end of the first quarter of each calendar year, for use of his or her personal clothing while on duty:

2018	\$600.00
2019	\$600.00
2020	\$600.00
2021	\$600.00
2022	\$600.00

Cleaning and pressing of such personal clothing used while on duty shall occur at a vendor selected by the Township and invoiced directly to the Township on a monthly basis. When an Officer assigned to the Detective Division leaves the employ of the Township for any reason or should he or she be reassigned by the Chief of Police, a pro-rata amount of this allowance will be deducted from the Officer's salary and an adjusted amount will be provided as per Section 21 of this Agreement.

5. Damage to Personal Property: The Township shall reimburse a Police Officer for any damages incurred to his personal property, i.e. watches, eye glasses, clothing, etc., damaged or destroyed in the performance of his or her Township duty. Said property will be reimbursed at current value. Any personal property stolen is the responsibility of the Officer. This provision shall apply to any incident wherein the Officer is exercising his or her authority as a Police Officer. Such damaged or destroyed property shall be relinquished to the Township at the time the request for

reimbursement is made.

6. Disability:

A. SERVICE RELATED: In the event that a full-time Police Officer regularly employed as a member of the Police Department of West Goshen Township becomes permanently disabled while performing his/her duties as a West Goshen Police Officer, he/she shall be eligible for a monthly disability pension payable from the Police Pension Fund in accordance with Section 14 of this Contract. Rules and regulations governing the implementation and administration of this benefit shall be in accordance with Sections 14-8-C, 14-8-D, 14-8-E and 14-8-F of the West Goshen Code. With regard to a service related disability, the term "permanently disabled" shall mean a police-service related physical or mental injury or disease which:

(1) Precludes his/her ability to continue in police service for the performance of the substantial and material full-time duties of a Police Officer to which he/she has been routinely assigned during the immediately preceding three (3) years of employment, or during the period of his/her employment if less than three years;

(2) Is permanent in nature, that is, a fixed and lasting condition which to a reasonable degree of medical certainty, is expected to continue indefinitely, as determined by the written opinion of one (1) or more qualified and licensed physicians; and

(3) Is demonstrated by clear and convincing evidence which would, in the opinion of the Board of Supervisors, sustain a finding that the disability so affects the Officer's ability to continue in police service as to warrant his/her honorable discharge from police service.

B. NON SERVICE RELATED: Under the provisions of the Township's Long Term Disability coverage, a Police Officer is eligible for monthly disability payments if he/she is certified by the Township to have been totally and permanently disabled as a result of a non-service connected injury or disease. The definition of "totally and permanently disabled" shall be the same as used by the Social Security Administration in its determination. In addition, Long Term Disability coverage will be provided by separate insurance coverage. (See "Group Insurance" booklet.)

7. F.O.P. Meeting - Delegate to Attend: The Officer who is the duly elected delegate to the Chester County Lodge, Fraternal Order of Police, if on duty, shall be granted time off with pay to attend the monthly meeting of the Lodge. That time off shall start one hour prior to the scheduled starting time of the meeting and shall terminate one hour after the meeting adjourns. This provision shall be applicable to only one specific Officer who is elected by the members of the West Goshen Police Department who are members of the Lodge. The name of such duly elected delegate shall be provided to the Chief of Police not later than February 1st each year.

8. Grievance Procedure:

A. General Procedures and Definitions

1. Any grievance or dispute which may arise involving the application, meaning or interpretation of matters contained in the contract between West Goshen Township and the West Goshen Police Association, as well as any matter relating to the interpretation of the rules and procedures outlined in the Heart and Lung Act and all matters including discipline, shall be handled in the manner outlined herein.

2. As used in this procedure, the following definitions shall apply:

(a) Township shall mean West Goshen Township.

(b) Police Department shall mean the West Goshen Township Police Department.

(c) Grievant shall mean any member of the Police Department who is covered by the contract.

(d) Contract shall mean the agreement existing between the West Goshen Police Officers Association as Bargaining Unit on behalf of the members of the Police Department and the Township of West Goshen, now in effect or as the same may be amended upon agreement of the parties from time to time.

(e) Chief of Police shall mean the Chief of the West Goshen Township Police Department.

(f) The Board or the Board of Supervisors shall mean the duly elected and constituted governing body of West Goshen Township.

(g) Calculation of days: The number of days indicated at each level herein



below shall be considered a maximum in order to process a grievance as rapidly as possible. If the grievant fails to file or respond within the time limits prescribed herein, the grievance shall be deemed to be automatically void, and the grievant shall have no further recourse under this grievance procedure. If the Board of Supervisors fails to respond within the time limits prescribed herein, the grievance shall be deemed automatically resolved in favor of the grievant. By mutual agreement of the grievant, the Chief of Police as to those steps in which he is involved, and the Board as to that step in which it is involved, hereinafter specified, extensions to the time limits provided for in this subparagraph may be made and confirmed in writing at the various steps of the within procedure.

(h) Time limitation for submission of grievances: All grievances shall be presented by the grievant as soon as practicable after the occurrence upon which the same is based, but in no event later than ten (10) calendar days following such occurrence. Failure of the grievant to submit a grievance within the required period shall constitute a bar to any further right of the grievant to proceed under this grievance procedure. In the event that a grievance is submitted and the Chief is on authorized leave at the time of submission, the time limitations indicated in Step One and Step Two shall not commence until the work day on which the Chief returns to duty.

**B. GRIEVANCE STEPS.**

**Step One.**

The grievance shall be submitted orally by the grievant to the Chief. Within five (5) calendar days of receiving notification of the grievance, the Chief and the grievant shall discuss the occurrence which has lead to the grievance in an effort to resolve it. The Chief shall respond orally to the grievance within three (3) calendar days after the initial discussion.

**Step Two.**

In the event the grievance is not settled within the bounds of Step One, the grievant may, within five (5) calendar days after being orally informed of the Chief's decision, file a written grievance with the Chief. The Chief of Police shall render a decision in writing responding to the grievance within five (5) calendar days after his

receipt of the written grievance.

Step Three.

If the grievance is not resolved at Step Two, the grievant may appeal the written determination of the Chief to the Board of Supervisors within five (5) calendar days of his receipt of the Chief's Step Two written decision. Such appeal must be in writing specifying the exact nature of the grievance, directed to the Board of Supervisors and served upon the Board. The Board of Supervisors shall render a written decision within ten (10) calendar days after their next regularly scheduled Board of Supervisors meeting.

Step Four.

In the event the grievance is not settled within the bounds of Step Three, the grievant shall have the right to submit the grievance to binding arbitration by one arbitrator mutually agreed upon by the grievant and the Township within ten (10) calendar days following the Township's receipt of a written request by the grievant for a Step Four arbitration. If the grievant and the Township fail to agree upon an arbitrator within such period, either party may request the American Arbitration Association to submit a list of three potential arbitrators. Within seven (7) calendar days of receipt of said list, the parties shall meet for the purpose of selecting the arbitrator by alternately striking one name from the list until one name remains.

The arbitration shall be conducted at the Township building by the arbitrator on the date and time selected by him or her. The arbitrator shall not add to subtract from nor modify the provisions of the contract or of previously applicable arbitration awards. The arbitrator shall confine him or her to the precise grievance submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or her. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall issue his or her decision, in writing, within thirty (30) days of the conclusion of the hearing or receipt of the transcript of the hearing.

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting his case. Either party desiring a record of the proceedings shall pay for the record and make a copy

available without charge to the arbitrator.

9. Holidays/Personal Days:

Each officer shall be entitled to 88 hours of Holiday time per year. Holiday pay shall correspond to New Year's Day, Presidents Day, Memorial Day, Flag Day, 4<sup>th</sup> of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. Each officer shall be entitled to 32 hours of Personal Time per year. Each police officer with ten (10) years of service is to receive one (1) additional personal day (8 hours) per year. An officer is entitled to overtime pay for working on a Holiday if he or she works on any of the following seven (7) days: New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and/or Christmas Day.

10. Group Health Insurance, Life, Accident Death and Dismemberment Insurance: The Township shall provide each police officer, employee and his/her dependents with Group Health Insurance Coverage and Life, Accident, Death and Dismemberment Insurance as set forth below and according to the terms and conditions set forth in the applicable policy as renewed by the Township and as described in the appropriate Group Insurance information currently distributed to non-uniformed Township employees and identified in Appendix A to this Agreement. Notwithstanding the forgoing, the benefits, deductibles and co-payments for Medical Insurance shall not be reduced during the term of this Agreement:

(a) Medical Insurance: For the calendar Years 2018 through 2022, each Police officer and his or her dependents shall participate in the Aetna Group Medical Insurance plan sponsored by the Township, which shall provide the coverage levels equal to the benefits levels listed in Appendix A as outlined in the Aetna group health insurance plan. The Plan shall require a \$1,500 annual individual / \$3,000 family deductible with one hundred percent (100%) coverage for in-network care once the deductible is met.

(b) Prescription Drug Insurance: For the calendar years 2018 through 2022, each Police Officer and his or her dependents shall be eligible to receive prescription benefits described under the Express Scripts Prescription Plan.

(c) Dental Insurance: For the calendar years 2018 through 2022, each officer and his or her dependents shall be eligible for a maximum of \$3,000 each year in dental expenses with a fifty percent (50%) maximum expense for orthodontia coverage for those dependents nineteen (19) years and younger. A cosmetic restriction on dependents under nineteen (19) years of age shall remain effect.

(d) Vision Insurance: For the calendar years 2018 through 2022, the Township will provide each Police Officer and his or her dependents with insurance coverage as provided and described in the group insurance booklet.

(e) Life Insurance: The employee Life Insurance and Accidental Death and Dismemberment coverage shall remain as presently provided and described in the Group Insurance Booklet.

(f) Post-Retirement Medical Benefit: Upon Normal Retirement, each Police Officer, on his or her behalf, shall have the option to continue to be covered under the Township's group health insurance plan from age 55 or older to age 65. (The Federal Government has determined the age of 65 to be that age in which an individual becomes eligible for Medicare coverage. Should the Federal Government reduce or increase this age requirement of 65, the Board of Supervisors has agreed to review the Post-Retirement Medical Benefit clause for purposes of possible adjustment to conform with those guidelines then in place by the Federal Government for Medicare coverage.) This provision is subject to the following:

1.) The Township shall pay 100% of the total cost of the continued coverage under said plan, for the Officer only.

2.) The Officer shall pay the total cost of any continuation of dependent coverage described in section (i). Such payment shall be made to the Township by the Officer on or before the due date as specified in the group contract; otherwise, the insurance coverage shall lapse for non-payment.

3.) If the Officer elects to continue such coverage at Normal Retirement and continues to maintain such coverage until he or she reaches age 65, he or she shall have the option to continue his or her coverage after age 65 subject to all the conditions for continuation of Dependent Insurance in section (i) including the obligation to pay the

total cost of the premium.

4.) For the purpose of this subsection 10(f) and subsection 10(i) only, the Township's "group health insurance plan" shall include Medical, Vision, Dental, Prescription described above and the Life Insurance benefit described in subsection (j).

5.) The term "Normal Retirement" means retirement after having both completed a minimum of twenty-five (25) years of service as a police officer as a member of the West Goshen Township Police Department and having attained the chronological age of fifty-five (55) years. In the event a Police Officer leaves police service as an employee of the Township other than through normal retirement as specified in Section 14-5 of the West Goshen Code, including but not limited to early retirement or retirement or termination on Permanent Disability, whether such disability is service or non-service related, the Post-Retirement Medical Benefit provided for by this paragraph 10(f) shall not apply to or be payable to such Police Officer, and he or she shall not be entitled to such Post-Retirement Medical Benefit at the time he or she leaves the West Goshen Township police service, nor upon reaching the date which would have otherwise been his or her superannuation retirement date, nor at any other time.

(g) Officer Funded Continuation of Dependent Insurance at Retirement:

Upon retirement, each Police Officer, on behalf of his or her spouse and eligible dependents, shall have the option to continue such dependent coverage under the Township's group health insurance plan then in effect, subject to the following: 1) The total cost of the premium for such coverage shall be paid for by the Police Officer exercising the option to continue the insurance coverage. 2) The Township shall not be responsible for any part of the premium cost or other cost assessed by the insurance carrier for such coverage. 3) The premium payment shall be made to the Township by the Police Officer on or before the due date as specified in the group insurance contract; otherwise, the insurance coverage shall lapse for non-payment. 4) The type and extent of the insurance coverage, and those eligible to be covered there under as described herein above in this paragraph shall be selected by the Police Officer, subject to any and all limitations established in the group insurance contract. 5) Dependents may only

be covered in the Township's Group Health Plan if the Retired Officer is also enrolled in the Plan for the same coverage.

(h) Cafeteria Plan: For the calendar years 2018 through 2022, the Township shall permit each Police Officer to elect to receive \$5,000 taxable cash compensation in lieu of participation in the Medical, Dental, Prescription and Vision plans identified herein. Such compensation shall be paid in equal installments with each payroll check according to the Township's normal payroll practices, on a pro-rated basis

(i) Life Insurance at Normal Retirement: At the time of Normal Retirement each Police Officer shall be given a whole life Insurance policy with a face value of ten thousand (\$10,000.00) which shall be fully owned by the Police Officer. The Police Officers shall immediately designate the beneficiary. The Township reserves the right to purchase any such policy or policies in advance of the Police Officer's Normal Retirement date, in which case the Township shall be the owner and the designated beneficiary of any such policy or policies. Each Police Officer agrees that the Township has an insurable interest for such purpose. Thereafter, upon retirement, the Township shall transfer and assign all of its ownership rights in the policy to said Police Officer, together with the right to designate the beneficiary. Each Police Officer agrees to submit to any physical examination or examinations required as a condition of issuance of any such policy or policies, and the cost thereof shall be paid by the Township.

The term "Normal Retirement" means retirement after having both completed a minimum of twenty-five (25) years of service as a police officer as a member of the West Goshen Township Police Department and having attained the chronological age of fifty-five (55) years. In the event a Police Officer leaves police service as an employee of the Township other than through normal retirement as specified in Section 14-5 of the West Goshen Code, including but not limited to early retirement or retirement or termination on Permanent Disability, whether such disability is service or non-service related, the Life Insurance at Normal Retirement benefit provided for by this paragraph 10(i) shall not apply to or be payable to such Police Officer, and he/she shall not be entitled to such Life Insurance at Normal Retirement benefit at the time he/she leaves the West Goshen Township police service, nor upon reaching the date which

would have otherwise been his/her superannuation retirement date, nor at any other time.

(j) Continuation of Benefits:

1.) Medical Leave of Absence or Disability-In the event a police officer leaves the employ of West Goshen Township, either for a medical leave of absence or due to receiving a disability pension, the police officer is eligible for 29 months of continuous health insurance coverage. The police officers' dependents are also eligible to continue coverage through the West Goshen Township benefit plan. In the case of the police officer, the Township will provide 29 months of paid health insurance benefits without interruption. This eligibility period will coincide with the COBRA benefits provided by the Township. In the case of the Police Officers' dependents who are also covered by the Township's Medical Plan at the time of the Medical Leave or Disability of the Police Officer, the Township will cover the cost of the dependent's health insurance coverage at a rate of one (1) month of paid coverage for each full year of service accumulated by the police officer, up to a maximum of 29 months.

2.) Death-Upon the death of a police officer while still an active member of the Police Department, whether the death occurs while on duty or off duty, the Township will continue to pay the cost of health insurance for the surviving family members. This benefit will coincide with the COBRA options available and will be paid at a rate of one month of benefit coverage for each year of continuous employment of the police officer, not to exceed a maximum of 12 months of paid benefit coverage. This benefit is limited to dependents of police officers who are covered by the Township's health insurance plan at the time of death of the police officer.

11. Longevity Pay: Longevity is not payable to a Police Officer until he or she has completed five (5) years of service. Upon completion of his or her fifth (5th) full year of service, the Police Officer shall be entitled to a Longevity payment in the sixth (6th) year of service. The Schedule of longevity payments shall be as follows:

	2018	2019	2020	2021	2022
0 – 4 years of service:	0.0%	0.0%	0.0%	0.0%	0.0%
5 – 9 years of service:	6.0%	6.5%	7.0%	7.5%	8.0%
10 – 14 years of service:	7.0%	7.5%	8.0%	8.5%	9.0%
15 – 19 years of service:	8.5%	9.0%	9.5%	10.0%	10.5%
20 and over years of service:	9.5%	10.0%	10.5%	11.0%	11.5%

Note: Officer base pay does not include OIC, standby or any other fringe benefits.

12. Off-duty Court On-Call and Court Appearance:

(a) An off-duty Police Officer, when officially notified that he/she is on call for a court appearance shall receive \$15.00 per day while on call unless he/she appears in court and is paid per subsection (b) of this paragraph # 12.

(b) A Police Officer who is required to attend any Criminal, Civil or District Court of record while off-duty, shall be compensated by the Township at his/her regular overtime rate for the time expended, provided that the Officer shall be paid for a minimum of two (2) hours at such overtime rate. This two (2) hour period shall begin fifteen (15) minutes prior to the scheduled time of the court hearing to compensate the Officer for court preparation, and shall cover all required paperwork (i.e. supplemental reports, fingerprints, photographs, and arrest reports) for that hearing. Any additional time spent in court or on required paperwork, for the same hearing, that extends beyond the minimum two hour period shall be paid to the Officer at his/her regular overtime rate.

(c) When an Officer is required to attend multiple hearings on the same day, while off-duty, the two (2) hour minimum period shall cover all such hearings and required paperwork within that time period. Any additional time spent in court or on required paperwork for these same hearings shall be paid to the Officer at his/her



regular overtime rate. If there are more than two (2) hours intervening between the end of one hearing and the scheduled start of the next hearing, the Officer shall be paid for an additional two (2) hour period beginning at the scheduled start of the next hearing, which shall cover all hearings and required paperwork within that two (2) hour period. Any additional time spent in court or on required paperwork after the subsequent two (2) hour minimum period shall be paid to the Officer at his or her regular overtime rate. An Officer shall be compensated at his or her regular overtime rate for intervening time between hearings except where there are more than two (2) hours intervening between the end of one hearing and the scheduled start of the next hearing.

13. Overtime: A Police Officer shall be paid at the rate of one and one half times his or her regular hourly salary for all hours worked in excess of eight (8) hours per day, or for those officers assigned to work a regular rotation of a 10-hour shift for all hours worked in excess of their ten (10) hour shift or for those officers assigned to work a regular rotation of a 12-hour shift (as outlined under "Schedule" on page two (2) of this contract) for all hours worked in excess of their twelve (12) hour shift. Regular hourly salary is base pay plus longevity pay and includes any stand-by pay an Officer is currently receiving for Detective and/or Traffic Division assignments.

14. Pension Plan: Police Officers of the West Goshen Township Police Department become eligible for membership in the pension plan immediately following the date of their employment. The amount of pension granted upon normal retirement is fifty (50%) percent of his or her final average earnings during the three (3) year period immediately preceding his or her actual retirement date. "Average annual earnings" shall include base pay, overtime, longevity pay and extra duty pay.

Commencing on January 1, 1999, those officers retiring under the definition of "normal retirement" will receive the Survivor's Benefit form of pension arrangement as outlined in the West Goshen Township Code, Ordinance No. 15-1998. For those officers having had reached their superannuation date of retirement prior to January 1, 1999, and who have already begun to collect pension benefits, or for those former officers who have left the employ of the West Goshen Township Police Department who are entitled to a vested pension, the form of pension will be a ten year certain form of

pension arrangement.

**EARLY RETIREMENT:** Commencing on January 1, 2002 an officer with twenty (20) years of service may take an early retirement with an actuarially reduced pension. If the early retirement option is taken the officer will not receive *Post-Retirement Medical Benefits* as outlined in Section 10(f) herein. All medical benefits will cease upon retirement of the officer.

**VESTING PROVISION:** Members may "vest" after twelve (12) years of service in accordance with Act # 1979-99 (Police Pension Fund - Benefits - Vesting) and such pension shall be calculated in conformity therewith. Vesting will occur on the date the member leaves the active rolls of the Department.

**CONTRIBUTION RATE:** Each Officer shall contribute 5% into the Pension Plan Fund. This contribution rate of 5% shall be calculated to include the Officer's base pay, overtime, longevity pay and extra duty pay.

**INTEREST RATE ON CONTRIBUTIONS:** Effective January 1, 1987, the interest rate on the contributions made by each Police Officer to the Pension Plan was increased from three percent (3%) to five percent (5%).

**SERVICE INCREMENT PROVISION:** For each completed year of service in excess of twenty-five (25) years, an officer shall receive One-Hundred Dollars (\$100.00) per month up to a maximum of Five Hundred Dollars (\$500.00) additional per month.

**DEFERRED RETIREMENT PLAN OPTION (DROP):** For contract years 2018, 2019 and 2020, a three (3) year DROP period for all Uniformed Officers and Police Management who are eligible prior to and during years 2018, 2019 and 2020 with a mandatory opt-in period of 60 days from DROP eligibility (normal retirement). For contract year 2021, a four (4) year DROP period for all Uniformed Officers and Police Management who are eligible during the year 2021 with a mandatory opt-in period of 60 days from DROP eligibility (normal retirement). For contract year 2022 and beyond, a five (5) year DROP period for all Uniformed Officers and Police Management who are eligible during the year 2022 and beyond with a mandatory opt-in period of 60 days from DROP eligibility (normal retirement). Any Uniformed Officer or Police Management the does not opt in during the 60-day period after their normal retirement date will forfeit any and all DROP benefits. Please refer to Township Ordinance No. 10-2017 for plan adoption details.

15. Rank Differential/Temporary/Officer in Charge (OIC): For Patrol Division Officers, there will be a zero (0) day grace period for the OIC pay implementation for subordinate Officers who assume the duties of the Officer in Charge in lieu of the Supervisory Sergeant. The Officer in Charge will receive a nine percent (9%) increase in pay for any and all shifts worked as the Officer in Charge.

16. Sick Leave: Sick Leave is earned at the rate of One Hundred Sixty hours a year for all full time Police Officers employed by the Township for over one (1) year with the accrual of such sick time commencing on the January 1 following the year in which the Police officer completes 1 year of service. Prior to the January 1, following the completion of one (1) year of service, A full-time Police Officer shall earn 16 hours of sick leave for each full month worked following the completion of his or her initial two (2) month period of employment, during which no Sick Leave is earned. Sick Leave may be accumulated without limitation. In the event that a full time officer who has been employed for more than one year uses all of their sick days and remains out of work due to a non-work related injury or illness, the Township will provide additional Sick Leave until the officer qualifies for long-term disability, but in no event will the Township provide additional Sick Leave after the Police Officer has been absent for 180 calendar days. Furthermore, the 180 day period shall include the accrued Sick Leave used by the Police Officer during the period of absence. Notwithstanding anything to the contrary herein, however, the Township shall only provide the aforementioned additional Sick Leave if the following conditions are met:

(a) The Police Officer provides the Township with written notice within seven days of the onset of the medical condition that clearly states that the medical condition may give rise to a long term disability claim for benefits.

(b) The Police Officer has used all accrued Sick Leave

(c) The Police Officer has used all available paid time off (such as vacation, personal, chart time, holidays, etc.) after all accrued Sick Leave has been utilized.

(d) The Police officer has used all available compensatory time after all paid time off (including but not limited to Sick Leave, Vacation, Personal Time, Call Time, etc.) has been utilized.

Upon retirement, each Police Officer, or upon his or her death, his or her beneficiary or beneficiaries, as the case may be, shall be paid the following: 20% of the number of accumulated Sick Leave hours while employed as a Police Officer multiplied by his or her then existing hourly rate of pay. If a Police Officer has previously accumulated Sick Leave hours while employed by the Township in any other category of employment other than as a Police Officer the amount of Sick Leave earned as a non-uniformed employee shall be included in the total calculation of uniformed Sick Leave.

Each Officer shall be notified of the status of his or her Sick Leave by February 1st of the following year.

Officers are held accountable for their Sick Leave. Any misrepresentation shall subject the officer to disciplinary action.

Sick Leave is granted when an Officer is required to be absent from work because of:

- (a) Illness or other incapacity of the Officer;
- (b) Serious illness of a member of the Officer's immediate family or household requiring his or her care and attention. A letter from the attending physician must be supplied stating the necessity for the Officer to remain at home.
- (c) Contact with or exposure to a contagious disease rendering the Officer's presence hazardous to fellow employees.
- (d) Necessary medical or dental attention that cannot be scheduled during non-working hours.

An Officer who is unable to report to work for any reason shall promptly notify (or have a family member or friend notify) his immediate superior. Failure to notify or inability to report for duty may result in refusal of sick leave. In such instances, the time may be charged as absence without pay.

When an Officer reports sick, he or she shall remain at his or her residence unless he or she is at a doctor's office or hospital.

Supervisors will make periodic checks of their personnel who report sick. If an Officer is in violation of this section, he or she shall be reported to the Board of

Supervisors for appropriate disciplinary action.

The provisions of Section 407 of the Rules and Procedures of the West Goshen Police Department (Illness or Injury) shall be considered as part of this Agreement, and are attached hereto as Appendix B.

17. Social Security - Medicare Benefits: Pursuant to Section 218 of the Federal Social Security Act, the Township entered into an agreement on December 4, 1968 with the Pennsylvania Secretary of Labor and Industry, designating which groups of Township employees were extended basic protection accorded by the Federal Social Security Act. In said agreement, Police Officers were excluded from coverage accorded by the Federal Social Security Act. In 1985, Congress amended the law requiring those employees who were members of groups previously excluded from Social Security protection in Section 218 agreements, and who were hired after March 31, 1986, to be covered by the Medicare only part of the Social Security Benefit. Those employees who were members of groups previously excluded from Social Security protection in Section 218 agreements, but who were hired before April 1, 1986, were permitted by this legislation to elect to be covered by the Medicare portion of the Social Security Benefit.

Beginning January 1, 1990, all Police Officers who were hired by the Township prior to April 1, 1986 were provided coverage under Medicare; all such Officers, prior to October 1, 1989, by unanimous written ballot, agreed to such coverage. The Medicare Benefit provided herein shall be subject to Federal and State regulations controlling Medicare Benefits. The costs of each Officer's Medicare coverage shall be paid by such Officer and the Township in the amounts and proportions required by controlling regulations, in effect during the term of this agreement, (i.e. the officer contribution rate for this benefit during 1992 is 1.45% of total compensation; the Township rate is the same).

18. Stand By Pay - Detective: A Police Officer who is assigned to the Criminal Investigation Unit of the West Goshen Police Department shall be compensated for the requirement of that duty that he/she shall be available to be called to report, if needed, approximately every other weekend and also certain off duty hours during the week.

This additional compensation shall not be part of his or her base salary but shall be paid in addition to base salary and longevity, and shall be part of his or her regular hourly salary for calculating overtime pay. The amount of such compensation for the years 2018, 2019, 2020, 2021 and 2022 shall be 2.5% of the individual Officer's base pay per year, prorated in each pay period and paid for the days he or she actually is assigned to the Criminal Investigation Unit.

19. Stand By Pay-Traffic Division Officer: A Police Officer who is assigned to the Traffic Safety Division of the West Goshen Police Department shall be compensated for the requirement of that duty that he/she shall be available to be called to report, if needed, approximately every other weekend and also certain off duty hours during the week. This additional compensation shall not be part of his/her base salary but shall be paid in addition to base salary and longevity, and shall be part of his/her regular hourly salary for calculating overtime pay. The amount of such compensation for the years 2018, 2019, 2020, 2021 and 2022 shall be 2.5% of the individual Officer's base pay per year, prorated in each pay period and paid for the days he or she actually is assigned to the Traffic Safety Unit.

20. Travel Expense: If at any time a Police Officer is requested by the Chief of Police to use his personal car for Department business, he/she shall be reimbursed as follows:

(a) The then current standard mileage rate allowed to an employee as an automobile business expense by regulation promulgated by the Internal Revenue Service pursuant to the Internal Revenue Code. The number of employee miles traveled for which reimbursement hereunder is permitted shall be measured from the West Goshen Township Building or from the police officer employee's home to the point of destination, whichever is less.

(b) Any tolls supported by receipts.

(c) If food and lodging are necessary, reimbursements shall be made as follows:

(i) Lodging: Cost of single room occupancy, unless otherwise directed, e.g. two Officers of the same sex together would be expected to share accommodations

and would be reimbursed for actual expense involved.

(ii) Meals and Incidentals: Federal General Services Administration (GSA) per diem travel allowance for meals and incidentals. Meals included as part of a conference or training registration shall be deducted from the reimbursement request.

Expense statements shall be presented to the Township Manager upon return from any trip. Such statements will be endorsed by the Chief of Police prior to being submitted to the Township Manager.

21. Uniform Maintenance: Each police officer (excluding those assigned to the Detective Division) will have a debit account in the amount described below for each year to cover the expense of all uniform replacements, repairs and dry cleaning. Cleaning and pressing of uniform clothing shall occur at a vendor selected by the Township and invoiced on a monthly invoice to the Township. Receipts shall be provided and credited against the officer's account for each respective year. Any monies remaining in the account at the end of each year will not be carried over into the next year.

2018	\$1,000.00
2019	\$1,000.00
2020	\$1,000.00
2021	\$1,000.00
2022	\$1,000.00

Non-uniform purchases or supplies specific to the duties of a police officer (not including the officer's duty weapon or protective safety vest), which shall be part of the uniform allowance, shall require the prior written approval from the Chief of Police. Each officer is required to provide proof of purchase with any acquisition.

The debit account for each officer will be maintained by the Chief of Police or his designee. A quarterly report shall be forwarded to the Township Manager indicating the status of each officer's account.

22. Vacation Leave:

(a) The vacation year shall be January 1 to December 31.

(b) During the first year of employment, Officers earn eight (8) hours for each

two (2) full months of employment following the two (2) month initial period during which no vacation time is earned.

(c) Vacation schedule:

2nd through 5 years - 2 weeks (80 hours) per year;

6th through 10 years -3 weeks (120 hours) per year;

11<sup>th</sup> through 20 years - 4 weeks (160 hours) per year;

Over twenty (20) years - 5 weeks (200 hours) per year;

At an officer's 26<sup>th</sup> year of service to the township the Police Officer may exchange 16 hours of accumulated Sick Leave on an annual basis for eight (8) hours of Vacation Leave for each year of continuous employment beginning on the 26<sup>th</sup> anniversary of officer's employment. The maximum number of additional Vacation Leave that, a Police Officer may acquire in any calendar year through the exchange of sick leave days is 40 hours. Sick Leave hours, which are exchanged for this purpose, will be deducted from the employee's accumulated total and no payment will accrue for these days or hours at retirement.

(d) When a vacation period includes a Township holiday, that day will be considered a holiday rather than a vacation day.

(e) Vacation should be taken in full weeks only. However, with the approval of the Chief of Police, one week may be taken in individual days.

(f) A Police Officer may carry over to the next vacation year up to forty 40 hours, in lieu of taking forty (40) hours of Vacation Leave earned during the current vacation year. In no event may an Officer accumulate and carry forward more than a total of forty (40) hours, into subsequent years.

(g) The scheduling of vacations is to be by seniority in rank, within platoons. A senior employee, by rank, will be accorded preference in scheduling his/her vacation period.

(h) Vacations will be scheduled so that there will be a minimum of interruptions in services provided by the Department.

(i) A vacation schedule for all Department Officers must be submitted to the Chief of Police no later than March 15<sup>th</sup> of the vacation year.



(j) Police Officers who leave the employment of the Township will be paid for their earned, but unused, vacation.

23. Working Hours: Full time Officers of the Police Department shall perform duty according to a schedule established by the Chief of Police unless otherwise specified herein.

24. Separation from Department: When an officer leaves his or her employment from the Police Department either due to normal retirement, early retirement, or resignation, accrued time due the officer will be paid in a lump sum amount in the pay period coinciding with the date of termination provided at least two weeks' notice of separation is given.

25. Educational Benefit: Effective January 1, 2015, each Officer shall be eligible to participate in the Police Officers Educational Assistance Plan (the "Plan"), which shall qualify under Section 127 of the Internal Revenue Code. The Plan shall provide for a maximum annual benefit of \$8,000.00 and a maximum lifetime benefit of \$24,000.00. Notwithstanding anything to the contrary herein, any educational benefit paid to or on behalf of an officer by the Township during the 2010-2014 contract and any previous contracts, shall be included in the determination of amount of benefits paid under the Plan and toward calculating whether an Officer has reached the \$24,000 maximum benefit. Per the Internal Revenue Service Code Publication 15-B (2014), "work related" shall be defined as: "Educational assistance means amounts you pay or incur for your employees' education expenses. These expenses generally include the cost of books, equipment, fees, supplies, and tuition. However, these expenses do not include the cost of a course or other education involving sports, games, or hobbies, unless the education: Has a reasonable relationship to your business."

26. Scope of Agreement: The provisions of this Agreement encompass all prior agreements between the parties and arbitration awards made pursuant to collective bargaining, together with all amendments, changes, additions and deletions thereto agreed upon under the terms of this contract.


In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first indicated herein above:

**WEST GOSHEN TOWNSHIP  
POLICE OFFICERS' ASSOCIATION**

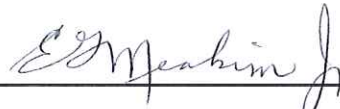
  
\_\_\_\_\_  
Wesley W. Holman, Officer


  
\_\_\_\_\_  
Michael J. Cotter, Officer

  
\_\_\_\_\_  
David S. Maurer, Detective

  
\_\_\_\_\_  
Darren R. Sedlak, Sgt. Detective

**WEST GOSHEN TOWNSHIP  
BOARD OF SUPERVISORS**

  
\_\_\_\_\_  
Edward G. Meakim, Jr., Chairman

  
\_\_\_\_\_  
Hugh J. Purnell, Jr., Vice-Chairman

  
\_\_\_\_\_  
Philip J. Corvo, Jr., Member

  
\_\_\_\_\_  
Raymond H. Halvorsen, Member

  
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Christopher Pielli, Esq., Member