

COLLECTIVE BARGAINING AGREEMENT

Between
Chippewa Township Board of Supervisors
&
Chippewa Township Police Association

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POLICE AGREEMENT

This Agreement, entered into this 1st. Day of January 2024, by and between the Township of Chippewa, hereinafter referred to as "Township" and The Chippewa Township Police Association, hereinafter referred to as CTPA.

WITNESSETH:

That in consideration of the mutual covenants herein contained, it is agreed as follows:

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Township and the employees covered hereby, and to protect the safety and welfare of said employees. In order to insure true collective bargaining and to establish proper standards of wages, rates of pay, hours, working conditions and other conditions of employment, the Township pledges considerate and courteous treatment of the employees covered by this Agreement, and said employees, in turn, pledge their legal and efficient service to the Township. It is the continuing policy of the Township and the CTPA that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin or sex. The representatives of CTPA and the Township in all steps of the grievance procedure and in all dealings between the parties shall comply with this provision.

ARTICLE 1 – RECOGNITION

Section 1.1: The Township recognizes the CTPA as the sole and exclusive bargaining agent acting for and on behalf of all sworn personnel, both full and part time, but excluding the Chief of Police and all confidential professional and elected officials, as well as guards and supervisory employees as defined in the Pennsylvania Labor Relations Act, as amended, for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment.

ARTICLE 2 – NON-DISCRIMINATION

Section 2.1: It is the continuing policy of the Township and the CTPA that the provisions of this Agreement shall be applied to all employees without regard to race, religious creed, national

origin, sex or age. The representatives of the CTPA and the Township, in all steps of the Grievance Procedure and in all dealings between the parties, shall comply with this provision.

Section 2.2: A joint committee on civil rights shall be established if any problems in that area arise. The members shall be certified to each of the parties when the appointment is made.

ARTICLE 3 – MANAGEMENT

Section 3.1: The Township retains the exclusive rights to manage the business and to direct the workforce. The Township, in the exercise of its rights, shall observe the provisions of this Agreement.

Section 3.2: The rights to manage the Township business and to direct the working forces include the right to hire, suspend or discharge for proper cause, or transfer, and the right to relieve employees from duty because of lack of work or for other legitimate reasons.

Section 3.3: In all cases of decreases in the work force, the Township Supervisors retain the right to make said decreases based upon, seniority, rank or position.

Section 3.4: The Township has the right to do random drug testing at the discretion of the administration.

ARTICLE 4 – RESPONSIBILITIES OF THE PARTIES

Section 4.1: Each of the parties hereto acknowledge the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

Section 4.2: The CTPA (its officers and representatives, at all levels), is bound to observe the provisions of this Agreement.

Section 4.3: The Township, (its officers and representatives, at all levels), is bound to observe the provisions of this Agreement.

Section 4.4: In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

Paragraph 1. There shall be no strikes or lockouts. If a dispute arises, it will be settled as provided in Act III.

Paragraph 2. The applicable procedures of this Agreement will be followed for the settlement of all complaints or grievances.

Paragraph 3. There shall be no discrimination, restraint, or coercion against any employee because of membership or non-membership in the CTPA.

Paragraph 4. The right of the Township to discipline an employee for a violation of this Agreement shall be limited to the failure of such employee to discharge his responsibilities as an employee and may not in any way be based upon the failure of such employee to discharge his responsibilities as a representative or officer of the CTPA.

ARTICLE 5 – ELECTED OFFICIALS

Section 5.1: No elected officials will perform duties that are in full or part of a bargaining unit position, except for situations that would ensure the safety and wellbeing of the public.

Section 5.2: No more than one (1) elected official shall simultaneously act as liaison between the elected Board of Supervisors and the bargaining unit employees.

Section 5.3: The elected Board of Supervisors will appoint an elected supervisor to act as the board and employee liaison. This liaison or Township Manager will have the responsibility of directing and relaying the orders of the Board of Supervisors.

ARTICLE 6 – SENIORITY

Section 6.1: Seniority shall be based on an officer's date of hire to full time, and only applies to full time officers. Rank as a corporal supersedes seniority of patrolmen, excluding vacation and overtime detail opportunities.

Section 6.2: It is understood and agreed by and between the parties that in the event the Township determines to hire additional full-time police officers, current part-time officers will be given first consideration for the full-time position.

Section 6.3: An employee's seniority commences on the employee's date of hire.

Section 6.4: When the Chief of Police is not available due to vacation or illness, for a period of seven (7) days or more, the next ranking officer will assume those responsibilities. When the next ranking officer in charge (O.I.C.) is unavailable due to vacation, illness or otherwise, the

O.I.C. shall be appointed. The O.I.C. will be paid an additional One Dollar (\$1.00) per hour above his/her regular rate, up to a maximum of forty (40) hours per week.

Section 6.5: The Township shall notify the CTPA (in writing) of its pending decision to permanently eliminate a job or position, prior to the job elimination.

Section 6.6: All individual rights of seniority shall be entirely forfeited:

- A.** When an employee is discharged and is not rehired within a period of twelve months from the date of discharge.
- B.** When an employee voluntarily terminates his/her employment and is rehired within six (6) months, there is no forfeit of individual rights of seniority.
- C.** When an employee is absent from work for a period in excess of five (5) working days, without reporting the cause of his/her absence to the Township.
- D.** If an employee shall be absent because of layoff or physical disability, he/she shall continue to accumulate continuous service during such absence up to a maximum of one (1) year.

Section 6.7: The final decision in all questioned applications of seniority shall be reviewed jointly by the Township and the CTPA. The final determination shall be made by the Township. If in disagreement, the CTPA shall address the dispute through the Grievance Procedure.

ARTICLE 7 – WAGES

Section 7.1: The following wage schedules shall become effective on the dates shown below for the police officers listed herein:

January 1, 2024 through December 31, 2024: (5% increase)

Corporal	\$37.98 per hour
Full-Time Officer	\$36.68 per hour
Part-Time Officer	\$24.47 per hour

January 1, 2025 through December 31, 2025: (5% increase)

Corporal	39.89 per hour
Full-Time Officer	\$38.51 per hour

Part-Time Officer \$25.47 per hour

January 1, 2026 through December 31, 2026: (5% increase)

Corporal \$41.88 per hour

Full-Time Officer \$40.44 per hour

Part-Time Officer \$26.97 per hour

January 1, 2027 through December 31, 2027: (5% increase)

Corporal \$43.98 per hour

Full-Time Officer \$42.46 per hour

Part-Time Officer \$28.32 per hour

Section 7.2: When an officer is hired full-time, he/she will receive the benefits allotted to full-time officers or receive a benefits buyout package, in accordance with the Township policy at the time of the buyout.

Section 7.3: When an officer is hired full-time, he/she will be paid according to the following schedule:

First Year 75% of a senior full-time officer

Second Year 80% of a senior full-time officer

Third Year 85% of a senior full-time officer

Fourth Year 90% of a senior full-time officer

Fifth Year 100% of a senior full-time officer

Section 7.4: The day (first) shift includes all turns regularly scheduled to commence between 6:00 o'clock, a.m., and 9:00 o'clock, a.m., inclusive, the afternoon (second) shift includes all turns regularly scheduled to commence between 2:00 o'clock, p.m. and 4:00 o'clock, p.m., inclusive, the night (third)shift includes all turns regularly scheduled to commence between 10:00 o'clock, pm., and 12:00 o'clock, a.m., inclusive. Includes full and part-time employees.

For the years 2024, 2025, 2026, and 2027, all employees, for hours worked during the second shift will earn \$.65 per hour and for the third shift \$.70 per hour.

Where such hours are to be paid on the basis of time and one-half, double-time or double-time and one-half, the premium rate for the second or third shifts shall be included in the rate of pay on the basis of which the time and one-half, double-time or double-time shall be computed.

In the event an officer calls off sick, he/she shall be compensated at his/her regular rate of pay regardless of the shift the officer was originally scheduled, if the officer is entitled to such payment.

Section 7.5: For the purposes of applying the aforesaid shift differential, all hours worked by an employee during the workday shall be considered as worked on the shift on which he is regularly scheduled to start work, except:

- A. An employee regularly scheduled for the day or afternoon shift who completes his regular eight (8) hour turn and continues to work into the next shift shall be the appropriate shift differential for all hours worked on that next shift.
- B. An employee regularly scheduled for the day shift who completes his regular eight (8) hour turn and after leaving work for the Township is called out the after-noon or night shift within the same workday shall be paid the applicable shift differentials for the hours worked on the afternoon or night shift.

Section 7.6: An employee who is injured on the job and is unable to complete eight (8) hours work shall be paid for (8) hours work on the day of the injury.

Section 7.7: New part-time employees shall be on probation for a period of one (1) year during which time the sole discretion as to their transfer or discharge rests exclusively with the Township. During the first six (6) months of said (1) year probationary period, new part-time employees shall receive eighty percent (80%) of the pay rate of experience part-time officers of the same rank. During the second (6) months of said one (1) year probationary period, new employees shall receive ninety (90%) of the pay rate of experienced part-time officers of the same rank. The term "new employees" as used in this Agreement shall mean employees who are not currently employed by Chippewa Township or who are still in their first year of employment. An officer promoted from a part-time position to a full-time position, will not be subject to the aforementioned probationary period.

Section 7.8: Part-time officers shall provide a minimum average of sixteen (16) hours availability per work week to supplement the work schedule. Failure to provide this minimum average availability may be grounds for termination from the Department. This does not apply to officers unable to work due to documented injury or illness.

ARTICLE 8 – HOURS OF WORK

Section 8.1: The regular work week shall be five (5) workdays during the period between Sunday through Saturday, inclusive. Subject to approval by the Board of Township Supervisors, the Chief of Police is in charge of all scheduling; however, the Township Supervisors shall retain the right to determine the total number of police hours worked each week. The workday shall consist of twenty-four (24) consecutive hours from the time an employee starts work. This does not apply in Article 10-Holidays, Section 10.3.

Section 8.2: Scheduled daily hours of work shall be consecutive, including a one-half (1/2) hour paid lunch period, as permitted by emergency calls.

Section 8.3: Overtime, at the rate of one and one-half (1.5) times the regular rate of pay, shall be paid for:

A: Hours worked in excess of eight (8) hours in a workday. Eight (8) hours off is required between shifts.

B: Hours worked in excess of forty (40) hours in a payroll week.

Section 8.4: Offering overtime: When an officer calls off sick, the officers on duty, on the shift preceding the vacancy, will have the first opportunity to work the shift to be covered, based upon their seniority. If those officers decline the opportunity, the "call list" will be used to fill the shift. In the event no officer is willing to take the shift, an officer on the preceding shift will be required to fill the vacant shift. If both officers working the preceding shift elect to split the shift, they may do so. The only time an officer working the 11 pm-7am shift is under this provision, or in the case of an emergency, with the approval of the Chief of Police.

Section 8.5: Hours paid for but not worked shall not be counted in determining overtime liability. Except as noted in Article 10.2.

Section 8.6: An employee who reports for regularly scheduled work without prior notification of cancellation, will be paid two (2) hours pay at the regular rate of the job for which he/she reports.

Section 8.7: An employee who reports for call-out, without prior notification of cancellation will be paid a minimum of two (2) hours pay at the regular rate of the job for which called.

Section 8.8: The payments provided shall be at straight or overtime rates, and include shift premium, depending upon which applies in accordance with the above sections.

Section 8.9: An employee who is called for jury duty or subpoenaed to testify shall be excused from work on days on which he/she serves (which includes required reporting for jury duty when summoned, whether or not he or she is used as a juror) and he/she shall receive for each day of

jury service on which he/she would have worked, (plus pay for any holiday in such period which he/she would not have worked), eight (8) hours pay at his/her average straight time hourly earnings. The employee shall be required to present proof of jury service, or being subpoenaed as a witness. The eight (8) hour straight time pay will be reduced by the amount paid by the court but will not be reduced for travel expenses.

Section 8.10: When an employee is needed to testify in a work- related case, he/she shall receive a minimum of three (3) hours or time served pay at the rate of one and one-half (1 1/2) times their hourly rate of pay. This applies for Court appearances before the Court of common Pleas in any county of the Commonwealth of Pennsylvania or any Federal District Court. Court appearances before the District Magistrate shall constitute pay at one and one-half times their hourly rate for a minimum of an hour and a half or time served. No officer shall be paid court time if said court appearance occurs during his/her regularly scheduled shift.

Section 8.11: Officers shall be paid a maximum of three (3) hours at the rate of one and one-half (1 1/2) times their hourly rate of pay, anytime he/she is placed "ON CALL" at home by the Courts or the Chief of Police.

Time spent in court and "ON CALL " time will be addressed at the rate of four (4) hours at the rate of one and one-half (1 1/2) times the hourly rate of pay after working the 11pm-7am shift only.

Section 8.12: Full time officers who work shifts will remain on their normally scheduled shift during holidays and will be permitted to opt out of working the holiday. They must provide a written request to police chief or his/her designee at least 30 days prior to the holiday to receive consideration. If any full-time officer opts not to work the holidays scheduled, it will be offered to the full-time officer holding the position of detective. If the detective opts not to work the holiday as a patrol officer, the open shift would then be offered to part time officers.

Section 8.13: To receive holiday compensation pay for a holiday and or holiday period, the officer must work their scheduled or accepted shift immediately prior to the holiday or holiday period and their next scheduled or accepted shift immediately after the holiday. To receive holiday pay/compensation, the officer must work the shift prior to and after the holiday/holiday period, or the holiday pay is forfeited.

Section 8.14: When an officer reports off sick and does not have any sick days left, it will be considered absent without leave and therefore, the "call list" pertaining to sick leave does not apply. Part-time officers may be called first in an attempt to fill the shift. If no part time officers can fill the shift, then full time officers will be called from the "call list".

Section 8.15: If an officer has to go on short-term sick leave and does not have any regular sick days left, he/she is required to use vacation and/or personal days to get them to the long-term sick leave.

Section 8.16: Secondary employment for the purpose of this agreement shall mean any work a full-time officer engages in outside of his/her employment with the Township of Chippewa. An officer who engages in secondary employment related to law enforcement must get prior approval from the Police chief to engage in such work. No equipment purchased or issued by Chippewa township may be used in such work. An officer injured in such work will not be entitled to any compensation from Chippewa Township. It is understood that an officer's employment with Chippewa Township is their primary job and comes before any secondary employment which also includes overtime needed by the Township to operate the department.

If the Township determines that an officers' outside work interferes with the performance or the ability to meet the requirements of the Township, the employee may be asked to terminate the outside employment if he/she desires to remain employed by the township.

ARTICLE 9 – VACATIONS

Section 9.1: After the completion of the employee's first six months of employment, all time employees will receive the following paid vacation time:

6 months - 1 year	-	40 hours
1 year less than 4 yrs.	-	80 hours
4 years less than 8 yrs.	-	120 hours
8 years less than 10 yrs.	-	160 hours
10 years less than 12 yrs.	-	176 hours
12 years less than 15 yrs.	-	192 hours
15+ years	-	200 hours

All vacation leave must be taken within the calendar year and cannot be carried over to the following year without the expressed approval of the Township. Ninety per cent (90%) of all vacation allotments must be taken before November 30th of each year. Vacation hours may be taken in half (1/2) hour increments. Additionally, all vacations must be approved in advance by the Chief of Police. All vacations shall be based upon the prior year's employment and recalculate at the start of the calendar year.

Section 9.2: The vacation pay of all full-time employees shall be their hourly rate.

Section 9.3: Full-time employees who work 1,280 hours or more and give a two (2) weeks quit notice shall be eligible for vacation, and shall be paid their vacation upon quitting, except an employee who completes his/her first year of employment with the Township prior to and including December 31st of his/her anniversary year shall not be entitled to his next week of vacation unless he/she is in the employ of the Township on June 1st of the following year.

Section 9.4: If an officer is on vacation when a shift becomes available, he would have the option of waving the vacation day for the extra shift and would not lose the vacation day, it could be taken another day.

ARTICLE 10-HOLIDAYS

Section 10.1: The following holidays will be observed as paid holidays for full-time officers:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Easter Sunday	Day After Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
	New Year's Eve – 3pm to 12:00 am

Section 10.2: Every full-time employee entitled to receive pay from the Township for the pay period in which a holiday falls shall be entitled to receive holiday pay. Employees on vacation during a holiday shall be entitled to one (1) additional day of vacation or, at the option of the employee shall receive one (1) additional day's pay. When a Holiday falls on a day that normally would have been the employee's scheduled workday, whether worked or not, shall be counted for purposes of computing overtime liability, should the employee be scheduled an additional day that calendar week.

Section 10.3: When a part-time employee works on a holiday, he/she will be paid at time and one-half plus the appropriate shift differential when it applies. When a full-time employee works on a holiday, he/she will be paid at double time and one-half plus the appropriate shift differential when it applies.

Section 10.4: Part-time officers who work at least 1,040 hours the previous year are eligible for five (5) vacation days. Part-time officers must also be working enough hours in the current year to be on track of working at least 1,040 hours for the year.

ARTICLE 11-ADJUSTMENT OF GRIEVANCES

Grievances are limited to matters involving interpretation of this agreement and to appeal formal discipline.

1. Step one: The employee, either alone or accompanied by a representative of the bargaining unit, or the bargaining unit itself, will present the grievance in writing using the approved form to the chief of police within ten (10) business days of the occurrence, or knowledge of occurrence. The chief of police will respond in writing to the employee, or bargaining unit representative, within seven (7) business days of his receipt of the grievance.
2. Step two: In the event that the grievance is not settled at step one, appeal may be presented in writing by the employee or bargaining unit representative using the approved form within seven (7) business days, following the receipt of the chief of police's written response to the Manager of the township. The manager will respond in writing within seven (7) business days from his receipt of the appeal.
3. Step three: In the event that the grievance is not settled at step two, an appeal may be presented in writing by the employee, or bargaining unit representative using the approved form within seven (7) business days, following the receipt of the manager's written response, to the Board of Supervisors. The Board of Supervisors will respond in writing within five (5) business days following their next regularly scheduled meeting.
4. Step four: When disputes are not settled in step three, the parties may, if mutually agreeable us a bureau of mediation serve to try to resolve the dispute.
5. Step five: In the event that the grievance is not settled at step four, the employee or the bargaining unit representative may within ten (10) business days initiate an appeal in writing to the board of supervisors notifying them of the intent to proceed to arbitration.

The arbitrator is to be selected by the parties jointly within seven (7) days after notice has been given. If the parties fail to agree on an arbiter, either party may request the American Arbitration Association to submit a list of (3) possible arbitrators. The parties shall meet within seven (7) business days of receipt of said list for the purpose of selecting the arbitrator by alternately striking one name from the list, until only one name remains with the Township striking the first name.

The arbitrator shall neither add to or subtract from nor subtract from nor modify the provisions of this agreement or of any other arbitration awards. The arbitrator shall confine himself to the precise issue submitted for arbitration. The arbitrator has no authority to determine any other issues not submitted to him. The decision of the arbitrator shall be final and binding to both parties. The arbitrator shall be requested to issue his decision within thirty (3) days after the hearing. All the time limits contained in this article may be extended by mutual agreement in writing by both parties. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of or preparing its own

case. A bargaining unit representative will be granted the opportunity to appear with the grievant at all steps of the grievance procedure.

ARTICLE 12 – DISCHARGE AND SUSPENSIONS

Section 12.1: Police officers will only be subject to discharge or discipline for just cause for grounds set forth in the Law of the Commonwealth of Pennsylvania and any Ordinance, Resolution, or Standard Operating Procedure of the Township. Officers, at their option, shall have any discipline or discharge matters brought against them processed through the grievance procedure outlined in Article 11 of this contract.

ARTICLE 13 – SAFETY AND HEALTH

Section 13.1: Objectives and obligations of the parties: The Township and the C.T.P.A. will cooperate in the objective of eliminating accidents and health hazards. The Township shall make reasonable provisions for the safety and health of its employees at the workplace during the hours of their employment. The Township, the C.T.P.A. and the employees recognize their obligations and/or rights under existing Federal and State laws with respect to safety and health matters.

Section 13.2: The Township and C.T.P.A. shall form a safety committee consisting of the Chief/or his designee, Township Manager, C.T.P.A. representative and one Township Supervisor. This committee shall meet every three months to discuss safety and equipment related issues.

Section 13.3: An employee or group of employees who believe that they are being required to work under conditions that are unsafe or unhealthy beyond the normal hazards inherent in the operation in question shall notify the Chief of Police or the Township Manager in writing and meet with them to address the unsafe condition.

A: Relief from the job or jobs, without loss to their right to return to such job or jobs, and, at Management's discretion, assignment to such other employment as may be available in the Township; provided, however, that no employee other than communicating the facts relating to the safety of the job, shall attempt to interface with any other employee performing that job, provided he/she first reports the matter to his/her committee person or liaison. Should either the Township or the expediter conclude that an unsafe condition within the meaning of this section existed and should the employee not have been assigned to other available, equal or higher rated work, he/she shall be paid for the earnings he/she otherwise would have received.

ARTICLE 14 – MILITARY LEAVE

Section 14.1: The Township shall accord to each employee who applies for re-employment after his/her military service, such re-employment rights as he/she shall be entitled to under the existing statutes.

Section 14.2: An employee who at the time of leaving active employment to enter military service of the United States, has qualified for a vacation in the year of such entrance and who has not received a vacation allowance, shall then be granted such allowance.

Section 14.3: An employee who after having been honorable discharged from the military service of the United States is reinstated pursuant to this section shall be entitled to a vacation with pay, or in lieu thereof, to vacation allowance in and for the calendar year in which he/she was reinstated without regard to any requirements other than an adequate record of continuous service.

Section 14.4: An employee with one (1) or more years of continuous service who is required to attend an encampment of the Reserve of the Armed Forces or the National Guard shall be paid, for a period not to exceed two (2) weeks in any calendar year, the difference between the amount paid by the government (not including travel, subsistence, and quarters allowance) and the amount calculated by the Township in accordance with the following formula: such pay shall be based on the number of days such employee would have worked had he/she not been attending such encampment during such two (2) weeks plus any holiday in such two(2) weeks he/she would have worked and the pay for each such day shall be eight (8) times his/her average straight time hourly rate of earnings (excluding shift differentials and Sunday and overtime premiums) during the last payroll period prior to the encampment. If the period of such encampment exceeds two (2) weeks in any calendar year, the period on which such pay shall be based on the first two (2) weeks he/she would have worked during such period.

ARTICLE 15 – MISCELLANEOUS PROVISIONS

Section 15.1: Uniform Allowance: Full-time officers shall be allocated Six Hundred Dollars (\$600.00) per year uniform allowance. Part-time officers shall be allocated Six Hundred Dollars (\$600.00) per year uniform allowance. This uniform allowance is allocated for the officer to replenish, repair or replace any portion of the uniform as needed. In addition to a uniform allowance, the Township shall provide jackets for part-time and full-time officers at the sole and exclusive expense of the Township. Said jacket shall be purchased when, in the discretion of the Chief of Police, a new jacket is required.

Any change in uniform, mandated by the Township, must be paid by the Township and there will be no cost to the employee.

If the uniform is ruined in the line of duty, the Township will replace the article of clothing at no cost to the employee. However, any sums of money by way of restitution or otherwise paid by any third party as a result of said uniform damage shall become the property of the Township.

An officer is not permitted to use the clothing allowance towards the purchase of handgun or ammunition.

The Township shall be responsible for the purchase of a ballistic vest with carrier for each officer, which will be worn at all times when an officer is on duty. A newly hired police officer who resigns or is no longer employed by the Township during their probation period shall fully reimburse the township for the cost of the ballistic vest and carrier. The officer shall be made aware of this prior to accepting a position as an officer. If the officer fully reimburses the Township, the ballistic vest becomes the property of the officer.

All clothing paid for by Chippewa Township will only be worn while working for Chippewa Township. When an officer resigns, retires, or otherwise is no longer employed by the Township, he/she shall be required to return all uniforms and related items, including those items purchased through his/her uniform allowance, to the Township.

Section 15.2: Bulletin Boards: Bulletin boards shall be provided in the Police Department of the Township upon which notices concerning official business of the C.T.P.A. may be posted. Such notices posted must bear the official seal of the C.T.P.A. and be approved by the Township.

Section 15.3: Personal Days for Full-Time Employees: full-time officers shall be entitled to three (3) paid personal days per calendar year. The officer shall be paid eight (8) hours at his/her regular hourly rate of pay for each personal day taken. All personal days should be taken within the calendar year and cannot be carried over to the following year. For the purpose of this Article, one (1) day shall constitute an eight (8) hour work shift.

Section 15.4: Drugs and Alcohol Alcoholism and drug abuse are recognized by the parties to be treatable conditions. Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Township and the C.T.P.A. agree to cooperate at the Township level in encouraging employees afflicted with alcoholism or drug abuse to undergo a coordinated program directed to the objective of their rehabilitation. The Township shall not be responsible for the cost of said rehabilitation except as to the extent said cost may be paid through health insurance provided for the employees pursuant to this Agreement. Notwithstanding the foregoing, any employees who report to work under the influence of alcohol or drugs or who consume alcoholic beverages or controlled substances during the course of his/her employment shall be immediately relieved of duty and subject to immediate disciplinary action.

Section 15.5: An officer has the right to look at his personnel file; and have someone present with him. The file at no time is permitted to leave the police station.

Section 15.6: Work Being Performed by Outside Agencies or Contractors: Work that is traditionally performed by the bargaining unit will continue to be performed by the bargaining unit, unless and until, the Township establishes that it is more economically feasible for the Township to have said work performed by an outside contractor agency. Before any work will be contracted to outside agencies or contractors, the Township will first inform the C.T.P.A. and will supply all financial information pertaining to the issue to the C.T.P.A. A meeting will be held to discuss available options between the C.T.P.A. and the Board of Supervisors. The C.T.P.A. retains the right to grieve any decision on contracting out, up to and including non-binding mediation.

ARTICLE 16- HOSPITALIZATION, LIFE INSURANCE, SICK, ACCIDENT BENEFITS AND OTHER INSURANCES.

Section 16.1: The Township shall provide hospitalization, including major medical coverage, as currently provided for all full time officers and their dependents during the term of this agreement. Officers will pay 50% of the \$1,500.00 deductible each year, \$750.00 max each year.

Section 16.2: The Township shall provide dental insurance, as is currently provided, for all full-time officers and their dependents, at no cost to the employee.

Section 16.3: The township shall provide to all full-time officers, group life insurance in the amount of \$40,000.00 with Accidental Accident and Dismemberment (AD&D) provisions.

Section 16.4: The Township shall provide to all officers, full and part-time, false arrest insurance, as is currently provided.

Section 16.5: SICK AND ACCIDENT BENEFITS: The Township shall provide sick leave to full-time officers as follows:

A: Up to eighty hours (80) paid annual leave for absences from work due to a non-work related sickness or injury of a police officer. Sick time may be used in hourly increments. When calling off sick, an officer should call as soon as he/she can to allow ample time to get a replacement

B: Sick Leave Pay (Yearly) Officers who have sick hours remaining at the end of the year will receive sick pay at the hourly rate of \$12.50/hour. No sick time may be carried over at the end of the calendar year.

C: Part-time officers who work for the Township the previous two (2) years are eligible for eight (8) hours of sick leave per year. Part-time officers must also be working enough hours in the current year to be on track of working at least 1,040 hours for the year.

D: The township shall provide Short Term Disability Insurance for absences from work due to non-work-related sickness or accidents.

ARTICLE 17 – RETIREMENT PLANS

Section 17.1: The Township agrees to maintain a pension plan known as the Police Pension Plan, for the police in accordance with Act 600 of 1956, the Police Pension Act, and the following provisions:

A: The Township shall keep in force Ordinance No. 90, adopted June 11, 1979, and Ordinance No. 99, adopted October 19, 1981, regarding the pension plan. The actual provisions for administering the Police Pension Plan are attached to this Agreement as Appendix A.

B: The Township shall, if required by any subsequent statutory legislation, amend, revise, or repeal any provisions of the Police Pension Plan in order to effect compliance with its requirement to make any such amendment, revision or repeal.

Section 17.2: The Township shall provide all full and part-time employees the opportunity to voluntarily contribute, through payroll deduction, to the Townships' currently established Pre-tax (457) investment plan. The amount to be contributed shall be subject to Internal Revenue Service regulations. Employees who participate in the Township sponsored (457) Plan will be eligible to receive matching funds from the Township. The Township will provide \$.25 for every \$1.00 contributed by the employee. The maximum annual amount per employee the Township will provide is \$1,000.00. Employees contributions must be made through payroll deduction in order to be eligible for matching funds.

Section 17.3: The Township will be willing to explore potential retirement packages for senior officers.

ARTICLE 18 - TRAINING AND EDUCATION

Section 19.1: It is recognized and agreed that a professional police office must have certain educational and training backgrounds in order to be able to effectively deal with the variety of situations that might confront him/her during the course of his/her tour of duty. With the objective of further increasing the professionalism of the police department, the police shall, as a

condition of their continued employment, successfully complete and maintain as required the following:

- A: Officers must remain medically, physically and psychologically fit for duty.
- B: The Township shall at their sole expense provide to the police tuition, books and other supplies deemed necessary in order to comply with the training and education requirements written in Article 19A, except that the maintenance of standards pursuant to Article 19, A.8 shall be at the sole responsibility and expense of each police officer.
- C: Should any police officer fail to complete and/or maintain any training and education requirement specified in this Article, the employer may after taking all reasonable and prudent efforts to assist such police officer in complying with said requirements, take disciplinary action against such police officer, including dismissal from employment.
- D: The Township agrees to pay up to \$500.00 each year for full and part-time officers. The classes must be pre-approved by the Chief of Police and receipts for tuition and class materials must be presented before reimbursement will be made. At no time is \$500.00 meant to pay wages for attending class.

Mandatory training is training that is required by the Municipal Police Officers Training and Education Commission to maintain police certification, or any training that the chief of Police or his designee deems as mandatory. Mandatory training that causes an officer to work more than eight (8) hours in a twenty-four (24) hour period or causes the officer to work beyond forty (40) hours during the workweek, the hours of training will be paid at 1.5 times the officer's hourly rate.

Non-Mandatory training is training and or education that is deemed necessary and approved by the chief of police or his/her designee. Non-Mandatory training shall not create overtime for the attendee or for any other officer on the schedule. Officers attending Non-Mandatory Training will be paid at the officer's regular hourly rate regardless if the training causes the Officer to exceed the normal eight (8) hour workday or causes the officer to exceed the forty (40) hour work.

ARTICLE 19 – TEMPORARY SPECIAL JOB ASSIGNMENT

Whenever the Township decides that a Temporary Special Assignment is available, the Township shall post the assignment in the Police Department. The posting shall describe the Special Assignment, its schedule, eligibility requirements, the duties involved, and the method of making application for the assignment. The Township shall review all applications and the assignment shall be given to the most senior qualified applicant. If more than one officer is equally qualified, preference shall be given to the most senior of those qualified.

ARTICLE 20 – HEALTH CARE PAYBACK

Any employee who elects to obtain hospitalization coverage through some other means will be compensated in the amount equal to \$7,200.00 per year.

ARTICLE 21 – TERM OF AGREEMENT

This Agreement shall take effect at 12:01 a.m., prevailing time, January 1, 2024, and shall be in full force and effect through 12:00 p.m., prevailing time, December 31, 2027, provided that either party gives at least one hundred-eighty (180) days written notice to the other party of intent to terminate on that date. Absent of such notice, the Agreement shall continue in full force and effect from year to year thereafter until one hundred-eighty (180) days' notice is given prior to any succeeding anniversary date.

ARTICLE 22-BEREAVEMENT

Section 23.1: In the event of a death in the immediate family of a full-time employee, he or she shall be granted a maximum of three (3) days off with pay; however, they shall be consecutive days with one (1) day being the day of the funeral, memorial service, or similar service of remembrance. The immediate family consists of; spouse, son, daughter, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchildren, stepparents, stepchildren, stepsisters, step brothers, and foster children. If the employee is not scheduled to work on that day(s), he/she will not receive bereavement pay.

Section 23.2: Part-time officers who worked for the Township the previous two (2) years are eligible for one (1) bereavement day for the immediate family. Part-time officers must also be working enough hours in the current year to be on track of working at least 1,040 hours for the year.

ARTICLE 23 – COMPENSATORY TIME OFF

It is agreed that a police officer may at his/her discretion and upon approval of the Police Chief or designee in lieu of overtime compensation earned in accordance with article 10 of the collective bargaining agreement take compensatory time off at the 1 ½ times the amount of time worked.

Any compensatory time not used by an officer by the end of the calendar year shall be forfeited.