

AGREEMENT

Between

BOROUGH OF COLUMBIA

and

**COLUMBIA BOROUGH POLICE
OFFICERS' ASSOCIATION**

January 1, 2020 to December 31, 2023

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**2020 – 2021 – 2022 - 2023
POLICE CONTRACT
BOROUGH OF COLUMBIA**

THIS AGREEMENT, made and entered into by and Borough of Columbia, Lancaster County, Pennsylvania (hereinafter referred to as the "Borough"), and the Columbia Borough Police Officers' Association (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, the Act of June 24, 1968, P.L. 237, No. 111, as amended, provides for collective and orderly bargaining between municipal employers and their employed Police Officers; and

WHEREAS, the Borough has recognized and continues to recognize the Association as the duly designated representative of its employed full-time and part-time Police Officers; and

WHEREAS, the Borough and the Association have engaged in the collective bargaining process regarding the terms and conditions of such officers' employment and have reached an Agreement regarding such terms and conditions for the calendar years of 2020, 2021, 2022 and 2023; and

WHEREAS, the hereinafter stated provisions are deemed by both parties to constitute said Agreement.

NOW, THEREFORE, in consideration of these provisions and the mutual promises of the parties hereto to faithfully perform hereby, it is agreed as follows,

TO WIT:

ARTICLE I - PREAMBLE

1.00 Purpose. It is the purpose of this Agreement to promote and ensure the harmonious relations, cooperation, and understanding between the Borough and its Police Force; to establish wages, hours, other conditions of employment and benefits for the period from

January 1, 2020 through December 31, 2023, to protect the interests of the Borough as the municipal employer responsible for the safety of the citizens of the Borough, and to ensure the protection of the employment rights of the employed Police Officers of the Borough. The Borough and the Association pledge their cooperation to work together under this Agreement in order to ensure the continued improvement and efficiency of police services to all citizens of the Borough. The provisions of this Agreement shall uniformly apply to all members of the Police Bargaining Unit, except where the terms hereof shall specifically denote a difference in the application of same to the part-time officers.

1.01 Management Rights. The management and direction of the Police Force, including the right to hire, suspend, discharge for proper cause, decrease or increase the number of Police Officers and/or officers, designation of area to be policed, discipline for cause, equipment requirements, and all other similar matters relating to the Police Force shall be and remain the power and responsibility of the Borough. Except as modified by the terms and conditions of this Agreement, all laws, ordinances and regulations now in effect, relating to the employment of Police Officers, shall be deemed to be effective. All rules, regulations and practices relating to the internal management of the Police Force, presently in force, or hereafter enacted, shall be enforced by the Chief of Police and his/her designated subordinates. However, it is understood and agreed that the Borough shall not adopt rules, regulations or practices which conflict with the terms and conditions of this Agreement, or the collective bargaining rights of the Association.

1.02 Association Security. Upon receipt of a written authorization signed by an employee within the bargaining unit, the Borough shall deduct an amount of money certified by the Association as being the regular membership dues of the Association, from such officer's bi-weekly paycheck, for the benefit of the Association. On the last business day of each month,

the Borough shall deposit any such deducted monies for that month into a bank account specified by the Association.

1.03 Strikes & Furloughs. The duties of Police Officers are essential to public health, safety, and welfare. Any strike, work stoppage, slowdown, concerted sick call, or similar action designated to affect the proper performance of such duties, shall not take place. Likewise, except in the case of substantial financial circumstances, the Borough shall use its best efforts to ensure that no Police Officer shall be furloughed and that the Police Department shall be operated at full strength during the term of this Agreement.

ARTICLE II - RECOGNITION

2.00 Bargaining Unit. The bargaining unit shall consist of all sworn members of the Borough Police Department, below the rank or grade of Chief of Police.

2.01 Association Recognition. The Borough recognizes the Association as the exclusive collective bargaining representative of the employees of the bargaining unit.

ARTICLE III - COMPENSATION

3.00 Base Wages. During the term of this contract, the annual base salary for an officer shall be according to the following schedule:

	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
Patrol Officer (starting – uncertified)	\$45,929.93	\$45,929.93	\$45,929.93	\$45,929.93
Patrol Officer (starting – certified)	\$49,603.14	\$49,603.14	\$49,603.14	\$49,603.14
Patrol Officer (after 1 year of service)	\$66,393.22	\$66,393.22	\$66,393.22	\$66,393.22
Patrol Officer (after 2 years of service)	\$69,437.01	\$69,437.01	\$69,437.01	\$69,437.01
Patrol Officer (after 3 years of service)	\$72,480.81	\$72,480.81	\$72,480.81	\$72,480.81
Patrol Officer (after 4 years of service)	\$75,517.25	\$75,517.25	\$75,517.25	\$75,517.25
Patrol Officer (after 5 years of service)	\$78,559.82	\$78,559.82	\$78,559.82	\$78,559.82

	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
Patrol Officer (after 6 years of service)	\$81,701.36	\$81,701.36	\$81,701.36	\$81,701.36
Detective	\$82,220.73	\$82,220.73	\$82,220.73	\$82,220.73
Corporal	\$85,885.35	\$85,885.35	\$85,885.35	\$85,885.35
Sergeant	\$89,007.45	\$89,007.45	\$89,007.45	\$89,007.45

Any officers currently on the step progression will receive step movement only, not the general wage increase referenced herein. On January 1, 2021, January 1, 2022 and January 1, 2023, any officer, after 7 years of service (or after 1 year of service as a Detective, Corporal or Sergeant) and beyond, will receive a 3.0% general wage increase on January 1 each year after they are off the scale. Any officer hired on or after January 1, 2020 will be placed on the above scale. The parties agree that, when any officer who is selected to be promoted to a rank and whose salary is above the amount set forth in the above scale, the parties shall negotiate an appropriate salary so that the salary of the officer promoted is not diminished by virtue of the promotion.

The hourly part-time officers shall be compensated at a rate of \$26.00 per hour effective January 1, 2020.

3.01 OIC Pay. If at any time there is not a Sergeant on a shift, then the regular senior officer is in charge of the shift and he/she shall receive the pay rate of a Sergeant for the duration of that shift. This differential rate shall be computed according to the contract provisions in effect at such time.

3.02 Prior Police Service Credit. The Borough, in hiring new full-time Police Officers, may allow, for the purpose of determining such officer's annual base salary, credit for no more than five (5) years of prior full-time service in another recognized police department and may

allow up to one-half (1/2) year credit for each full year of previous, non-contiguous, part-time service with the Borough Police Force, to a maximum of five (5) years of service credit. Such determination shall not affect the manner in which the current longevity or seniority is determined under this contract.

3.03 Longevity Pay. Effective January 1, 2018, in addition to the annual salaries set forth above, each full-time member of the Police Force shall be paid the amounts set forth below for his/her length of service on the Police Force, with a maximum not to exceed \$3,000.00, as follows:

Years of Service	Payment
5 – 9 years	\$ 500
10 – 13 years	\$1,000
14 – 17 years	\$1,500
18 – 21 years	\$2,000
22 – 26 years	\$2,500
27+ years	\$3,000

Longevity payment shall be made in two (2) equal installments, with payments contained in the full payroll run occurring immediately after July 1 and December 1 of each year. Part-time officers shall not receive longevity pay.

3.04 Court Pay. Whenever an officer is required to stand by for any court or similar function, during his/her off-duty time, which arises from the performance of duty, he/she shall be paid at straight time rate for all such time; provided, however, that any stand-by time shall not be counted toward an officer's fulfillment of his/her work shift or work week requirements. Once an officer is directed to report to any court, similar function, during his/her off-duty time, he/she shall be paid at his/her overtime rate for all such court time.

The system for determining stand-by time shall be administered by the Chief of Police, with the consent of the Borough. An officer who attends a District Magistrate's proceeding during his/her off-duty time shall receive a minimum of one (1) hour of pay, or the actual time

worked, whichever is greater, at his/her overtime rate, if the hearing begins within one (1) hour of the beginning or end of the officer's shift. If the hearing begins more than one (1) hour before the beginning or end of the officer's shift or any other time outside of the officer's shift, the officer shall receive a minimum of two (2) hours of pay or the actual time worked, whichever is greater, at his/her overtime rate; and an officer who attends a Court of Record or similar proceeding shall receive a minimum of four (4) hours of pay, or the actual time worked, whichever is greater, at his/her overtime rate.

3.05 Education Bonus. The following education bonuses shall be paid to full-time officers:

- a. \$1,000 to an officer with a Master's Degree
- b. \$500 to an officer with a Bachelor's Degree
- c. \$250 to an officer with an Associate's Degree

The bonus will be paid only based on the highest degree obtained. These amounts shall be paid at the same time and in the same manner that longevity payments are made.

3.06 Detective Position. Within six months from August 4, 2011, the Borough shall locate or develop a Detective test. The test shall be offered and the position awarded to the Police Officer with the highest score unless two (2) or more officers score within five (5) points of each other. In the latter instance, the two (2) or more officers scoring within five (5) points of each other shall be subject to a personal interview by two (2) pre-designated members of Borough Council, together with the Chief of Police. The selection of a Detective by this panel shall be final.

The Borough shall provide a reasonable educational opportunity to those officers who stipulate their desire to be tested for the position. The cost of providing such educational opportunity shall be borne by the Borough. Any officer taking a course in advanced police work

relevant to the duties of a detective shall be required to pay one-half (1/2) of the tuition cost if such officer later declines to take the Borough Detective test.

The detective position shall be filled within a reasonable period of time, but in no event later than twelve (12) months from August 4, 2011.

ARTICLE IV - INSURANCE

4.00 Medical/Hospitalization Insurance. The Borough shall continue to maintain a group medical and hospitalization insurance program, which shall cover each full-time member of the police force, and eligible dependents. Annual individual and family deductibles shall be \$500 for single coverage and \$1,000 for multiple party coverage to be paid by employees. The Borough plan will be offered through Benecon. The gap insurance is to be maintained throughout the term of this Collective Bargaining Agreement. There will be no self-insurance provided by the Borough for any benefits that exceed the base Benecon plan. Carriers may be changed by mutual agreement, or in the event that the Borough is able to obtain benefits that are substantially the same as the Benecon plan through another carrier.

The following schedule of contributions shall be instituted:

Year	Employee Contribution
2020	6% of annual premium
2021	7% of annual premium
2022	7% of annual premium
2023	7% of annual premium

The Police Association (“PA”) shall elect two (2) representatives to serve on a joint health care committee and replacements as required. Failure of the PA to act within a reasonable period of time on this matter shall result in the Borough making such appointment(s).

4.01 Life Insurance. The Borough shall provide each regular, full-time officer with a life insurance policy in a face amount of One Hundred Thousand Dollars (\$100,000.00), with a double indemnity provision, at no cost to such officer. In the event that an officer is otherwise

employed by the Borough, his/her total life insurance benefit provided by the Borough shall not exceed the above stated maximum.

4.02 Disability (Work Related). In the event that an officer incurs an illness or injury in the line of duty, he/she shall not have any of his/her sick leave diminished on account of same, and shall continue to receive full pay and benefits as provided for in the Heart and Lung Act. Police Officers suffering a work-related disability will apply for workers' compensation and turn over any amount collected to the Borough. If able to do so, Police Officers will apply for Social Security Disability as an offset when suffering a serious permanent injury, and will turn any amount recovered over to the Borough. Should there be a disagreement about whether an officer's disability is work related, the decision of the workers' compensation authorities of the Commonwealth of Pennsylvania shall be controlling.

4.03 Disability (Non-Work Related). The Borough shall continue to maintain and pay for a non-work related disability income protection plan which shall provide a weekly income of at least sixty percent (60%) of the officer's salary for a period not to exceed fifty-two (52) weeks.

4.04 Dental Insurance Coverage. The Borough shall continue to provide each full-time officer and his/her eligible dependents, at no cost to such officer, with a comprehensive dental insurance plan. Such plan shall include a Basic Program (100% UCR); Oral Surgery (100% UCR); Prosthetics, Crowns, Inlays, and Onlay Restorations (50% UCR), Periodontics (50% UCR); and Orthodontics (50% UCR). Upon retirement, an officer may elect to continue such dental insurance coverage, provided he/she reimburses the Borough, on a monthly basis, for the group rate premium cost of providing such insurance for him/her and/or his/her dependents, but only in the percentage amounts as set forth in section 4.06 of this agreement. This plan will continue to be the one provided prior to the signing of this Agreement or a plan that is comparable in terms of benefits and claims procedures.

4.05 Vision Insurance Coverage. The Borough shall provide each full-time officer and his/her eligible dependents, at no cost to such officer, with a comprehensive vision insurance plan which is being provided through the Vision Service Plan. Carriers may be changed by mutual agreement, or in the event that the Borough is able to obtain benefits that are substantially the same as the current benefits through another carrier.

4.06 Retiree Medical Insurance.

a. Each full-time officer who becomes eligible to receive pension benefits from Columbia Borough after twenty (20) years of full-time service and retires on or before August 14, 2014 shall be eligible for continuation of coverage under the Borough's health (including hospitalization, prescriptions and major medical health), dental and vision insurance plans that are provided to active Borough Police Officers on the following basis: Police Officers and their spouses presently enjoying this benefit shall continue to enjoy same without changes for the life of this Collective Bargaining Agreement.

b. The Borough shall provide sixty-six and two-thirds percent (66 2/3%) of the insurance premium for the retiring Police Officers and their spouses who have thirteen (13) or more years of services as of August 4, 2011.

c. The Borough shall provide fifty percent (50%) of the insurance premium for the retiring Police Officers and their spouses who have seven (7) or more years of service as of August 4, 2011.

d. The Borough shall provide for thirty five percent (35%) of the insurance premium for retiring Police Officers and their spouses who have one (1) or more years of service as of August 4, 2011.

e. The Borough shall provide twenty percent (20%) of the insurance premium for retiring Police Officers and their spouses who were hired on or after August 4, 2011.

f. All new officers hired after July 23, 2015 shall not be eligible for retiree health insurance.

g. All Police Officers retiring under paragraphs 4.06(a) through 4.06(f) are subject to the following conditions:

(1) Neither the retiree nor his/her spouse shall be eligible if either the retiree or the retiree's spouse is employed by an employer who makes available health care benefits to its employees and their dependents and pays the premium in full, provided the plan is reasonably comparable to that which is offered by the Borough.

(2) Coverage shall cease at the time the employee reaches age sixty- five (65) or the age of eligibility for Medicare, Medicaid, or other similar government paid health care benefits. Should the age of Medicare eligibility be raised above the age of sixty-five (65), benefits will continue until the age of Medicare eligibility.

(3) The retired employee shall annually, at the request of the Borough, submit a notarized affidavit attesting that all conditions in this section have not occurred, and that the retired employee is still eligible for said health, dental, and vision coverage.

(4) All increases in the cost of retiree health insurance shall be borne by the Borough in the same percentage of premium the Borough pays at the time of retirement.

ARTICLE V - HOURS OF WORK

5.00 Work Week. The work week for the police force shall run Sunday through Saturday. Each full time officer shall be assigned to work a total of eighty (80) hours per pay period consisting of fourteen (14) days. Each pay period will consist of six (6) twelve (12) hour shifts, from 6 o'clock to 6 o'clock and one eight (8) hour shift as posted on the schedule.

The Chief of Police, or his/her designee, shall have the discretion to utilize part-time officers to staff any vacancy or vacant shifts. When a vacancy arises, however, the Chief of Police shall afford full-time officers the first opportunity to work a vacant shift from Monday through Thursday. Part-time officers shall have the first opportunity to work a vacant shift from Friday through Sunday. The Chief of Police shall have the ability to schedule part-time officers as a supplement to the existing squad. Full-time officers shall have the first opportunity to work any special reimbursable details such as football or basketball games. In unforeseen circumstances such as Police Officers out on a long-term leave, the Chief of Police may fill the shifts of that officer with full or part-time officers at his/her discretion.

In the event a volunteer is not found to cover a shift, the Chief of Police shall be permitted to mandate a full-time officer to work. All mandates shall be made in order of reverse seniority. The Chief of Police may be permitted to change a full-time officer's schedule to accommodate training. Notice of the adjusted schedule must be given at least one week prior to the change and the Chief shall make every effort to ensure full-time officer's regularly scheduled shifts are not unduly disrupted.

The Chief of Police shall have the authority to mandate officers in cases of emergencies. A mandate to work, in any instance, may not be unreasonably refused.

While the twelve (12) hour work schedule is in effect, annual leave and personal time may be taken in one (1) hour increments.

5.01 Overtime. Any officer who is required to work in excess of the scheduled shift or more than eighty (80) hours per pay period, shall be paid at the overtime rate for all such excess hours. Overtime rate shall be one and one-half (1.5) times an officer's regular rate. For all reimbursable-type overtime, full-time officers shall be given the right of first refusal for such assignments.

5.02 Call Time. In the event that an officer is called to work from an off-duty status, he/she shall be compensated as follows:

a. If the task for which the officer is called out requires less than one (1) hour to perform, the officer shall be compensated for two (2) hours of work at his/her overtime rate.

b. If the task for which the officer is called out requires one (1) hour or more to perform, the officer shall be compensated for three (3) hours, or the actual number of hours worked, whichever is greater, at his/her overtime rate.

ARTICLE VI - HOLIDAY/LEAVE PROVISIONS

6.00 Annual Leave. Each full-time officer shall be afforded the following annual leave (vacation):

Years of Service	Amount
After 1 year	40 Hours
After 3 years	80 Hours
After 5 years	120 Hours
After 10 years	160 Hours
After 15 years	200 Hours
After 20 years	240 Hours

One-half (1/2) of the Sergeants shall be permitted to be on leave at one time. Officers shall submit leave requests to the Chief at least seven (7) calendar days prior to the intended leave time. After officers submit their leave requests, the Chief of Police, or his/her designee, shall approve or deny the same within five (5) days after the vacation requests have been provided to the Chief. No more than two officers per squad may be off during any given time.

If an officer has his/her vacation leave involuntarily changed after the same has been approved, he/she shall be paid at the rate of one and one-half (1.5) times his/her applicable rate for all such changed leave hours which he/she shall work. Approval of annual leave shall not be unreasonably denied, unless there is a bona fide emergency. A bona fide emergency is defined as a situation where all full-time and part-time officers have been asked to fill a vacancy and the vacancy still exists. An officer may carry over unused annual leave from year to year; however, if an officer shall cash in such accumulated annual leave, the same shall be paid at the rate which was applicable when it was accrued.

6.01 Holidays. Each full-time officer shall receive the following paid holidays on the actual date of the holiday, unless otherwise specified: New Year's Day, Martin Luther King's Birthday (observed date), President's Day (observed date), Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and the Officer's Birthday.

In the event that a full-time officer is required to work on a regular holiday, he/she shall be paid at one and one-half (1.5) times his/her applicable rate and shall receive another day off duty, with pay, to compensate him/her for working on such holiday. Officers shall submit leave requests to the Chief at least seven (7) calendar days prior to the intended leave time. Part-time officers who work on a holiday shall receive the same one and one-half (1.5) pay rate only. If a full-time officer is required to work on Independence Day, Thanksgiving Day or Christmas Day

(premium holidays), he/she shall be paid at two (2) times his/her applicable rate and shall receive another day off duty, with pay, to compensate him/her for working on such holiday. As the thirteen holidays listed in this Agreement were based on an eight (8) hour work day, as long as the twelve (12) hour schedule is in effect, the Borough will provide a total of 104 hours of holiday pay. When an officer has met the 104 hour limit, the officer shall receive premium pay for working on the holiday, but not additional time off with pay.

All holidays shall be taken in the year in which they occur. There shall be no carryover of holidays. Holidays not taken in the year in which they occur shall be paid out in the first full payroll run after January 1, except as to Christmas or any other holiday that occurs after Christmas and before New Year's Day (e.g., Officer's Birthday), which shall be paid out as soon as reasonably possible, but in no event later than three (3) weeks after such holiday. No more than two officers per squad may be off during any given time.

6.02 Bereavement Leave. Each full-time officer who suffers the death of a member of his/her immediate family (spouse, child, parent, sibling, or parent-in-law) shall receive up to thirty-six (36) consecutive working hours as bereavement leave, with pay. Each full-time officer who suffers the death of a next of kin (grandparent, grandchild, son or daughter-in-law, brother or sister-in-law, aunt, uncle, or any other relative residing in the officer's household) shall receive up to thirty six (36) consecutive working hours as bereavement leave, with pay. Each full-time officer who suffers the death of a grandparent-in-law shall receive up to twenty-four (24) consecutive working hours as bereavement leave, with pay. Each full-time officer who suffers the death of an aunt/uncle-in-law or immediate step family shall receive twelve (12) working hours as bereavement leave, with pay.

Bereavement leave benefits shall only accrue to part-time officers who are otherwise scheduled to work on any such day(s).

6.03 Sick Leave. Each full-time officer shall accrue 160 sick leave hours per year, which he/she may accumulate to a maximum of sixteen hundred (1,600) hours. Any officer who does not utilize any sick leave for a period of six (6) months may elect to cash in sixty (60) hours of accumulated, but unused, leave time (if the officer has more than sixty (60) hours available). The rate of pay for the cashed in sick leave shall be the officer's then-applicable hourly rate. After twenty four (24) hours, a doctor's slip will be required. All Borough provided insurance benefits which may be paid and payable during this period shall be returned to the Borough. Upon retirement, an officer may cash in his/her unused accumulated sick leave, and the Borough shall pay such officer for fifty percent (50%) of the current value of such sick leave.

6.04 Personal Leave. Each officer shall be granted eighty-eight (88) hours per year as personal leave, with pay. An officer must furnish the Chief of Police with notice of intent to utilize such leave at least forty-eight (48) hours in advance of such usage, except that such advance notice provision shall not apply in emergency circumstances. Subject to the other provisions of this Section, personal days may be requested and not unreasonably denied within the 48-hour time constraint, as long as it does not create overtime. Full-time officers utilizing such personal leave shall have said leave time charged against their unused sick leave. No more than two officers per squad may be off during any given time.

6.05 Shooting Incident/Death of Partner. Each officer involved in a shooting incident or who suffers the death of a partner in the line of duty shall be given two weeks paid leave. The officer will be eligible for counseling as provided in the Borough's EAP Plan or through other health plan benefits.

ARTICLE VII - MISCELLANEOUS PROVISIONS

7.00 Uniforms. The Borough shall provide each officer with a complete array of uniforms and equipment, including shoes and authorized caps (baseball type), which shall be procured at an establishment stipulated by the Borough. The Borough shall also provide each officer with dry cleaning services for all such uniforms. The Chief of Police shall institute and/or modify Uniform Policies regarding the growth and appearance of facial hair.

Within thirty (30) days following August 4, 2011, each officer shall have an annual allowance of \$300 to purchase equipment such as flashlights, batons, boots, and ammunition, etc. This provision is not intended to alter in any way the Borough's duty to provide all equipment as set forth above. The Borough shall provide operating radio transmitters to each officer within sixty (60) days after August 4, 2011.

7.01 Body Armor. Upon written request, the Borough shall provide body armor to personnel covered by this Agreement. Affected employees who fail to wear armor on duty, without prior written permission, are subject to discipline, up to and including suspension; provided that the Borough shall, upon timely written request, maintain and/or replace that body armor in accordance with the manufacturer's recommendations.

7.02 Damaged Clothing/Property. In the event that an officer has his/her personal clothing and/or property damaged or destroyed in the line of duty, he/she may submit a request to the Chief of Police for reimbursement for same, and such request shall be reviewed by the Mayor and the Safety Committee. A request for reimbursement shall not be unreasonably denied.

7.03 Education/Training. Based upon the needs of the Department, the Chief may make training opportunities available to officers. Training opportunities include, but are not limited to, online classes and in-person classes conducted at Borough-owned facilities or at

outside locations. The Chief shall have the sole discretion to designate who will attend such training opportunities.

The Borough shall reimburse an officer for the use of his/her personal vehicle while attending any approved school or training, at the prevailing federal rate; however, such reimbursement shall only be granted for one vehicle. When an officer has received approval for attending schooling/training, and the fee(s) for same does not include food or lodging, the officer shall be reimbursed for the cost of reasonable lodging expenses and a meal allowance of ten dollars (\$10.00) for non-overnight status, or thirty dollars (\$30.00) for overnight status, as the case may be. An officer who is approved to attend such schooling shall be paid at his/her regular rate (not overtime) for all such schooling, including necessary travel time.

It is further understood and agreed that each full-time officer shall be afforded paid special training/schooling leave for attendance at police related schools or other similar training endeavors, which schooling/training is intended to enhance an officer's proficiency as a Police Officer for the Borough. Said special training/schooling leave shall be for a maximum of four (4) days and shall not be charged against any other type of leave or benefit. It is also understood and agreed that any training or schooling which is mandated by the Commonwealth shall not be counted toward or charged against the foregoing special training/schooling leave. Officers may identify, and request leave to attend, such courses, and requests to utilize these four (4) days for the intended purpose shall not be unreasonably denied. An officer attending school or training on a scheduled work day will be required to complete the twelve (12) hour shift unless approved by the Chief of Police.

7.04 Firearms Training & Qualification. Full-time officers, and part-time officers not provided what the Chief of Police finds to be equivalent by their primary employer, shall be afforded a semi-annual firearms refresher qualifications course with all Department-issued or approved weapons.

The qualification shall take place on duty, at the Borough's firearms range, or a location approved by the Chief of Police, Mayor and Safety Committee. The Borough shall bear the expense of equipment and ammunition and provide each affected officer with new, factory-fresh ammunition at the time of each qualification session. Ammunition previously issued by the Borough shall be utilized for qualification or returned to the Borough, at the Chief of Police's direction.

7.05 Pension Board & Pension Plan. Effective January 1, 2016, the employee contribution to the pension plan will be set at four percent (4%). Effective January 1, 2018, the employee contribution to the pension plan will be set at five percent (5%).

The Association shall designate one of its members to the Borough Pension Board, and the Borough shall appoint such delegate of the Association as a full member of the Board, with voice and vote, pursuant to the Pension Ordinance which was in existence on the effective date of this Agreement. In addition, it is agreed that the entire Police Pension Plan shall be regularly reviewed by the Borough Pension Board, and the Pension Board Actuary shall completely review the Borough's Police Pension Plan on an annual basis, and such actuary shall advise the Board as to what improvements, modifications, etc., if any, may be made to the Police Pension Plan.

Per the provisions of Act 600, if the actuarial study shows that member contributions can be reduced or eliminated without cost to the Borough, the reduction or elimination will be made. The Pension Board shall thereafter submit its findings and recommendations to the Borough

Council for enactment into legislation. The Borough shall not unreasonably deny to enact such recommended improvements, modifications, etc. It is further understood and agreed that in the event additional pension benefits beyond those currently provided under Act 600 of 1956, as amended, (53 P.S. §767, et seq.) become available, either through legislation, court ruling or interpretation, such additional benefits shall become the subject of collective bargaining between the parties, and this Agreement shall be deemed to reopen for collective bargaining for that limited purpose.

The Borough shall take the necessary steps to modify the pension ordinance to provide for the following:

- a. The Pension Board shall have the authority to vote and approve a Cost of Living Allowance (COLA) increase in any year.
- b. The years of service increment shall be increased to \$75 per year of service with a cap of \$450.
- c. Effective January 1, 2020, the Borough shall enact a three (3) year DROP program. That program shall become a two (2) year DROP program on December 31, 2023, absent an agreement to keep the DROP program at three (3) years which is reduced to writing or an arbitration award requiring keeping the DROP program at three (3) years.

Except as modified hereinafter, the Borough shall contribute to the Police Pension Fund those Act 205 monies which are attributable to the Borough's employment of full-time Police Officers.

In the event that the pension costs of all Borough pension funds are less than the state aid which would be received under the Unit Allocation Formula, and for that reason, the Borough receives a reduced amount of state aid, equal to the amount of its pension costs, then the

Borough shall be required to distribute only an amount equal to the costs of the Police Pension Fund into the Police Pension Fund. The Borough agrees that it will not make unilateral changes in the pension plan.

7.06 Funeral Expenses. In the event that an officer shall die from circumstances which arose from his/her performance of duty, the Borough shall bear the direct funeral expenses for such officer, to a maximum amount of Ten Thousand Dollars (\$10,000.00). Such expenses shall include the cost of a burial plot and grave marker.

7.07 K-9 Officer. The Borough, at its discretion, may determine whether to establish a K-9 position. This Agreement will control the terms and conditions of such a position, should one exist, unless an agreement to other terms is reached between the Borough and the Association. It is specifically agreed that the K-9 officer will be paid for all approved hours worked, and that compensation for time spent with, caring for and feeding the dog will be set at three (3) hours pay per week, with such pay to be overtime pay if overtime time requirements are otherwise met.

7.08 Officers' Mail. All mail addressed to an officer shall be delivered to that officer; however, it is understood that the Borough has a right to open all incoming mail.

ARTICLE VIII – GRIEVANCE PROCEDURE

8.00 Scope & Purpose. A grievance shall be any complaint that gives rise to a dispute concerning the application, meaning, or interpretation of this Agreement, or any disciplinary action. Such complaint may be resolved through the grievance and arbitration proceedings hereinafter set forth.

8.01 Procedure. Any member of the bargaining unit, or the Association on its own behalf, may process a grievance in accordance with the provisions of this Article.

Step 1: The complaint should be presented to the Chief of Police within twenty-one (21) calendar days of the time the grievant knew or reasonably should have known of the event giving rise to the dispute. The Chief of Police shall discuss the matter with the affected parties and investigate the complaint. The parties shall make a good faith effort to resolve the complaint at this level. If it becomes apparent that no resolution is possible, the grievance shall be reduced to writing and the Chief shall have seven (7) calendar days to give his/her written response.

Step 2: If the grievance is not resolved at Step 1, it may be appealed to the Mayor or his/her designated representative. The appeal shall be made in writing, and it must be presented within seven (7) calendar days of the time the response at Step 1 was due. The Mayor or designated representative shall attempt to resolve the dispute and shall respond to the appeal within fourteen (14) calendar days after it is presented.

Step 3: If the grievance is not resolved at Step 2, it may be appealed in writing to the Borough Council within fourteen (14) calendar days of the time the response at Step 2 was due. Upon written request, preferably contained in the appeal letter at this level, the grievant shall be granted the opportunity to present his/her grievance at a private session with the Borough Council, which shall take place within twenty (20) days of the receipt of the appeal. The Association or the grievant, with or without representation from the Association, may present the case to Council. The appearance before Council shall take place at the earliest reasonable time convenient to all parties. Council shall respond to the grievance in writing within twenty-one (21) calendar days after hearing the matter.

Step 4: If the grievance is not resolved at Step 3, it may be appealed to arbitration by the Association upon written notice served on Council by the Association, within fourteen (14) calendar days of the time the written response at Step 3 was due. After receipt of the appeal by Council, the parties shall have ten (10) work days to select an arbitrator. If they are unable to

agree upon a joint selection, they shall request a panel of arbitrators from the American Arbitration Association. Thereafter, they shall be governed by the rules of that organization throughout the arbitration procedure. Only one (1) arbitrator shall be required to hear grievance arbitration cases.

The arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with the provisions of this Agreement. The arbitrator shall not have the authority to add to, detract from, or alter, in any way, the provisions of this Agreement.

The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall issue his/her final decision within thirty (30) days of the close of the hearing. His/her failure to do so, however, shall not void his/her award. Each party shall bear its own costs of arbitration. The cost of the arbitrator's fees and expenses shall be equally borne by both parties, except that the Arbitrator may assess his/her fees and expenses against the Borough or the Association if he/she shall find that either party did not make a bona fide good faith effort to resolve the grievance prior to arbitration.

With respect to the time limits contained herein, where the last permissible day falls on Saturday, Sunday or a Borough recognized holiday, that last permissible day will become the next Borough business day. All time limits contained herein may be waived by mutual agreement of the parties. Where either the Police Association or the Borough fail to pursue or respond in the time and/or manner specified, without a mutual written waiver, the dispute shall be deemed settled on the basis of the last response; provided, however, the issue in dispute is substantively arbitrable.

Grievances protesting discharge or discipline shall be filed directly at Step 2 of the grievance procedure. The parties shall give discharge cases priority in arbitration.

Grievants and their Association representatives shall be provided reasonable time during working hours, without loss of wages or benefits, to process grievances in accordance with the procedures outlined herein.

ARTICLE IX – LIABILITY INSURANCE

9.00 When a claim is asserted or an action brought or pending against an employee covered by this Agreement for damages on account of an injury to a person or property, and it is alleged that the act or omission of the employee which gave rise to the claim was within or without the scope of the employee's duties of employment, the Borough will, upon written request of the employee, defend the action bearing all costs, expenses, and fees related thereto, including time lost and travel related expenses such as meals and housing, unless or until there is a judicial determination that such act or omission was not within the scope of the employee's duties of employment.

When a defense of the employee has been undertaken, the Borough will indemnify the employee for the payment of any judgment on the suit unless there is a judicial determination that the act or omission was not within what the employee in good faith reasonably believed to be the scope of his/her duties of employment, and the act or omission of the employee did not constitute a crime, actual fraud, actual malice or willful misconduct.

ARTICLE X – OFFICERS’ “BILL OF RIGHTS”

- a. When an anonymous complaint is made against a Police Officer, the Borough shall have the right to investigate the complaint. If the Borough obtains no evidence to corroborate the complaint during its investigation, the complaint shall be classified as unfounded.
- b. A Police Officer, whether a subject or witness, must be informed of the nature of the interrogation at the outset of the investigation.

- c. If the Borough is investigating allegations of misconduct against an officer which could also or have given rise to the filing of criminal charges against the office, the Borough shall not disclose or divulge any information obtained during its employment investigation to any law enforcement agency or authority investigating the criminal charges.
- d. A Police Officer who is being interviewed as part of an investigation into misconduct shall have the right to request that a fellow bargaining unit member be present at all times during the interrogation.
- e. Unless agreed upon by the Police Officer or required by law, the Borough shall not make any public comment on the factual reason for any disciplinary action brought against the Officer.
- f. If the Borough is investigating allegations of misconduct against an Officer which may give rise to civil litigation, the Borough shall not make any public comment thereon and shall not divulge any information to any law enforcement agency. The Borough may divulge information to its liability insurance carrier.

ARTICLE XI - SCOPE OF AGREEMENT

11.00 General Statement. This Agreement shall constitute the understanding between the parties concerning the terms and conditions of the employment of Police Officers by the Borough, except that any rights and privileges of the Borough or benefits of the Police Officers which are not in conflict with this Agreement, shall remain in full force and effect.

The contract set forth above represents the agreement of the parties and, by signing below, the parties affirm that the contract is accurate and genuine.

WITNESS:

POLICE OFFICERS' ASSOCIATION:

BOROUGH OF COLUMBIA:

By: _____
Association Chairperson

By: _____
President of Council

ATTEST:

By: _____
Association Representative

By: _____
Borough Secretary

By: _____
Association Chairperson