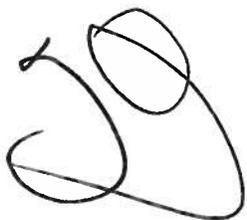


**COLLECTIVE BARGAINING
AGREEMENT
BETWEEN THE
FAIRVIEW TOWNSHIP POLICE
OFFICERS
AND
FAIRVIEW TOWNSHIP**

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
FAIRVIEW TOWNSHIP POLICE OFFICERS
AND
FAIRVIEW TOWNSHIP

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
FAIRVIEW TOWNSHIP POLICE OFFICERS
AND
FAIRVIEW TOWNSHIP

PREAMBLE

This Collective Bargaining Agreement ("Agreement") is entered into by and between FAIRVIEW TOWNSHIP, York County, Pennsylvania, ("Township") and FAIRVIEW TOWNSHIP POLICE OFFICERS ("Police" or "Officers" and, individually, "Officer"). This Agreement represents the entire agreement concerning the terms and conditions of employment of the Police reached as a result of collective bargaining between the Police and Township in accordance with the requirements of Act No. 111 of June 24, 1968, and is effective as of January 1, 2007.

ARTICLE I

PURPOSE

Section 1.00 Purpose. It is the purpose of this Agreement to promote and ensure a harmonious relationship, cooperation and understanding between Township and Police to insure true collective bargaining as outlined in Section 1 and Section 2, Act No. III of 1968, to establish wages, hours, working conditions and other conditions of employment for the period January 1, 2007 through December 31, 2011, and to protect the interests of the Township as the municipal employer responsible for the safety of citizens and property in the community. Township and Police pledge their cooperation to work together under this Agreement in order to ensure continued improvement and efficiency of the Township Police Department and Police services to the citizens of Fairview Township. This Agreement shall apply uniformly to all employees within the bargaining unit.

ARTICLE II

RECOGNITION

Section 2.00 Recognition. Township recognizes and acknowledges that the Officers who are signatories hereto are the representatives for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment, for all Officers in the collective bargaining unit described in Section 3.01.

ARTICLE III

TOWNSHIP MANAGEMENT AUTHORITY

Section 3.00 Township Management Authority. The Association recognizes the exclusive rights of the Township to determine the operating policies and to manage the Township in light of its experience, business judgment, and changing conditions. It is understood and agreed that all rights, powers, and authorities possessed by the Township prior to the signing of this Agreement, whether exercised or not, shall be retained by the Township. Except where expressly abridged by a specific provision of this Agreement, the Township retains the sole and exclusive right to hire, promote, demote, transfer, assign and otherwise direct the employees; to discipline, suspend or discharge employees for just cause; to evaluate and determine the qualifications of and selection of employees for promotion; to relieve employees of duty because of lack of work or any other reasons; to determine the number of hours of work; to establish reasonable rules, regulations and policies; to determine the way in which Township services shall be provided; to organize, discontinue, enlarge or reduce a job or function as long as the duties are reasonably related to law enforcement; to introduce a change in method or methods of operation which will produce a change in job duties and reduction in personnel; and the right to carry out the ordinary and customary functions of management. The above rights of the Township are not all-inclusive, but indicate the types of matters and rights which belong to and are inherent to the Township.

Section 3.01 Unit. The collective bargaining unit shall consist only of all full-time Officers (regularly working more than thirty-five (35) hours each work period) employed by Township as Officers but excluding (1) the Chief of Police, (2) all supervisors above the rank of Sergeant, (3) dispatchers and (4) office clericals.

Section 3.02 Organization Membership. No Officer shall be required to join or maintain membership in any employee organization as a condition or term of employment, nor shall membership or non-membership in any such employee organization have any effect upon an Officer's employment, continued employment or any term or condition relating to an Officer's employment.

Section 3.03 Organization Payments. Pursuant to an Officer's unrevoked written authorization, the Township shall make monthly deductions for the purpose of organization dues. Township shall pay said amount withheld from the Officer's pay to the individual or organization designated by the Officer in the unrevoked written authorization on a monthly basis. The Association assumes full responsibility for the funds which are transmitted to it through payroll deductions, and the Association shall hold the Township harmless for any claims involving such monies.

ARTICLE IV
COMPENSATION

Section 4.00 Base Pay.

A. The annual base pay for each member of the collective bargaining unit for calendar year 2007, calendar year 2008, calendar year 2009, calendar year 2010 and calendar year 2011 shall be as follows:

<u>Calendar Year 2007</u>	<u>Base Pay</u>	<u>Hourly Rate</u>
Starting Salary	\$49,774.40	\$23.930
After 1 Year Employment	\$51,917.84	\$24.961
After 2 Years Employment	\$54,061.28	\$25.991
After 3 Years Employment	\$56,204.72	\$27.022
After 4 Years Employment	\$58,347.12	\$28.052
After 5 Years Employment	\$60,628.88	\$29.149
After 11 Years Employment	\$63,054.16	\$30.315

<u>Calendar Year 2008</u>	<u>Base Pay</u>	<u>Hourly Rate</u>
Starting Salary	51,765.38	24.887
After 1 Year Employment	53,994.55	25.959
After 2 Years Employment	56,223.73	27.031
After 3 Years Employment	58,452.91	28.102
After 4 Years Employment	60,681.00	29.174
After 5 Years Employment	63,054.04	30.314
After 11 Years Employment	65,576.33	31.527

<u>Calendar Year 2009</u>	<u>Base Pay</u>	<u>Hourly Rate</u>
Starting Salary	53,835.99	25.883
After 1 Year Employment	56,154.34	26.997
After 2 Years Employment	58,472.68	28.112
After 3 Years Employment	60,791.03	29.226
After 4 Years Employment	63,108.24	30.341
After 5 Years Employment	65,576.20	31.527
After 11 Years Employment	68,199.38	32.788

<u>Calendar Year 2010</u>	<u>Base Pay</u>	<u>Hourly Rate</u>
Starting Salary	55,989.43	26.918
After 1 Year Employment	58,400.51	28.077
After 2 Years Employment	60,811.59	29.236

After 3 Years Employment	63,222.67	30.396
After 4 Years Employment	65,632.57	31.554
After 5 Years Employment	68,199.24	32.788
After 11 Years Employment	70,927.35	34.100

<u>Calendar Year 2011</u>	<u>Base Pay</u>	<u>Hourly Rate</u>
Starting Salary	58,229.301	27.995
After 1 Year Employment	60,736.53	29.200
After 2 Years Employment	63,244.05	30.406
After 3 Years Employment	65,751.57	31.611
After 4 Years Employment	68,257.88	32.816
After 5 Years Employment	70,927.21	34.100
After 11 Years Employment	73,764.45	35.464

Section 4.01 Base Pay - Sergeant. For calendar year 2007, calendar year 2008, calendar year 2009, and calendar year 2010, and calendar year 2011 an Officer in the job classification of Sergeant shall receive base pay at a rate 5% greater than the base salary of a patrolman:

<u>Calendar Year</u>	<u>Base Pay</u>	<u>Hourly Rate</u>
Calendar Year 2007	66,206.40	31.830
Calendar Year 2008	68,854.66	33.103
Calendar Year 2009	71,608.84	34.427
Calendar Year 2010	74,473.20	35.804
Calendar Year 2011	77,452.12	37.237

Section 4.02 Work Period. The "work period" shall mean seven (7) consecutive days commencing with that Officer's first shift which starts after 12:01 A.M. (prevailing time) on Sunday and continuing through the end of that Officer's shift which started prior to 12:00 midnight (prevailing time) on the following Saturday.

Section 4.03 Regular Hourly Rate. The term "regular hourly rate" shall mean the hourly rate set forth in Section 4.00 and Section 4.01 (pertaining to Sergeants) and including, if applicable, the hourly rate for educational pay as set forth in Section 4.05 and the hourly rate for longevity pay as set forth in Section 4.07 and Section 4.08.

Section 4.04 Overtime. Overtime pay of one and one-half (1 1/2) times the Officer's regular hourly rate shall be paid for work in excess of forty (40) hours in any work period defined in Section 4.02 or in excess of eight (8) hours in any work day (24 hours; midnight to midnight). All time actually worked, as well as any approved leave, shall be counted as time worked for purposes of calculating overtime. Officers may choose to take compensatory time instead of payment for overtime. Each hour of overtime recorded shall count for one and one half hours of compensatory time. An officer may accumulate up to eighty (80) hours of compensatory time per year. All compensatory time must be used in the year it is earned and accrued compensatory time cannot be carried over from year to year.

Section 4.05 Educational Pay Increment. If any Officer desires to take a college level course to be credited toward an educational pay increment, the Officer shall deliver written notification to the Chief of Police and the Board of Supervisors prior to commencing such course at least thirty (30) days in advance so that the Chief of Police and the Board of Supervisors can determine that the course is taken at an accredited college. In the event that an Officer does not become aware of a course in sufficient time to comply with the thirty (30) day requirement set forth in the preceding sentence then, in that event, the Officer may submit a written request to the Chief of Police and the Board of Supervisors requesting that the course be approved provided, however, that such non-timely request be submitted prior to the commencement of the course, if possible. The Board of Supervisors shall make the determination as to whether a non-timely request shall be approved and the determination shall be final. An Officer shall have the right one (1) time during each calendar year to make a non-timely submission for approval of a course. If the Board of Supervisors approves the course or courses and the college where each course is to be taken, the course or courses will be credited towards an educational pay increment upon receipt by the Administrative Assistant of proof of successful completion of each course.

The educational pay increment will be Five Hundred (\$500.00) Dollars per year for each Officer having sixty (60) college level semester hours from a Township-approved college or university. One Thousand (\$1,000.00) Dollars per year will be paid to an Officer holding a bachelor's degree obtained from a Township-approved college or university. One Thousand Five Hundred (\$1,500.00) Dollars per year will be paid to an Officer holding a Master's degree obtained from a Township-approved college or university.

Section 4.06 Education Reimbursement. Township shall reimburse Officers for the cost of attending college-level courses that are taken from an approved accredited college or university. Reimbursement shall be seventy-five (75%) percent of the cost of each credit hour up to Two Hundred Twenty (\$220.00) Dollars per credit hour; the maximum reimbursement shall not exceed One Hundred Sixty-Five (\$165.00) Dollars per credit hour. Each Officer may seek reimbursement for up to six (6) credit hours per semester or twelve (12) credit hours per year; the maximum reimbursement for each Officer shall be One Thousand Nine Hundred Eighty (\$1980.00) Dollars per year. Township shall pay such reimbursement directly to the approved accredited college or university upon receiving proof of enrollment. If the Officer fails to maintain at least a C grade in all courses or fails to successfully complete any course, the Officer shall reimburse the Township for the amount of the reimbursement paid by Township on account of said course or courses which said reimbursement shall be paid, initially, from any refund paid by the approved college in the event that the Officer shall drop any such course or courses and the balance, if any, shall be paid by the Officer to Township in six (6) equal consecutive monthly installments. If an Officer desires to be reimbursed for college courses, pursuant to this Section 4.06, then the Officer shall submit a written notification to the Chief of Police and the Board of Supervisors prior to commencing such course or courses at least thirty (30) days in advance in order to obtain approval of such course as required pursuant to Section 4.05. If an Officer is separated or leaves Township employment within two (2) years of obtaining an educational pay increment through Township reimbursement of credit hours, the officer must reimburse to the Township the amount paid by the Township on the Officer's behalf in education reimbursement for all credit hours.

Section 4.07 Longevity Pay. Each Officer shall receive longevity pay commencing the fifth (5th) year of employment as follows: The sum of One Hundred and Sixty-Five Dollars

(\$165) commencing the fifth (5th) year of employment, with an additional increase of the sum of One Hundred and Sixty-Five Dollars (\$165) each successive year of employment up to and including an amount not to exceed \$ 4,125.00.

For purposes of longevity, the date of employment shall be the day and month that the Officer actually started to work for Township as a Police Officer.

Section 4.08 Payment of Longevity Pay. Commencing with the Officer's fifth (5th) year of employment, the Township shall add to each regular paycheck an amount calculated to pay the Officer his or her entire annual longevity pay (annual longevity pay divided by 2080 hours) over the next twelve (12) month period.

Section 4.09 Call Out Pay. An Officer called out to duty from his or her home or from an off-duty status at a time other than during his or her normally scheduled shift will be paid the actual time he or she works; however, the Officer will be guaranteed not less than four (4) hours of call out pay at either the regular hourly rate or overtime rate, as applicable. The foregoing shall not be applicable when an Officer is called in early for his or her regular shift and works continuously from the time of his or her reporting for his or her regular shift or when an Officer is asked to stay on duty at the end of his or her regular shift. The Officer will be compensated at the appropriate rate for being called in early or for staying after the end of his or her regular shift, but is not guaranteed the minimum call out time.

Section 4.10 Use of Personal Vehicle. Township vehicles shall be used by Officers when said vehicles are available. If a Township vehicle is not available, the Officer (with permission of the Senior Officer on duty, except in case of emergencies) shall use his or her own vehicle for transportation and shall be reimbursed for the use of the private vehicle at the same rate being paid by the Internal Revenue Service to its employees for use of their private vehicles. Mileage shall be computed from the Township Municipal Building.

Section 4.11 Duplication of Pay. No Officer shall receive more than his or her biweekly compensation of pay, any overtime pay and reimbursement for personal use of the Officer's vehicle. An Officer shall pay to Township any compensation, fee or reimbursement, such as witness fees and Worker's Compensation payments, that he or she receives or the Township shall deduct any such compensation, fee or reimbursement from monies otherwise due such Officer. The restrictions concerning duplication of pay shall not apply to any insurance compensation carried privately by an Officer or legal settlement as a result of legal action independently filed by an Officer. In the event that an Officer is receiving a Heart and Lung Act benefit, Township shall receive any Worker's Compensation payment payable in connection with such injury or illness.

ARTICLE V

EQUIPMENT AND UNIFORMS

Section 5.00 Supply of Uniforms, Equipment and Maintenance. Township shall furnish each Officer with uniforms and related equipment. Each Officer shall be reimbursed, upon presentation of a valid receipt, for administratively approved individual purchases of Police equipment. If an Officer is separated or leaves employment within one year of the completion of the probationary period, the Officer shall reimburse the Township for all uniform costs incurred or reimbursed by the Township on the Officer's behalf.

Section 5.01 Allowance for Non-Uniformed Officers. Non-uniformed Officers (an Officer who works at least fifty [50%] percent of his or her time while not in uniform) shall be entitled to a sum amount not to exceed One Thousand Twelve Hundred and Fifty (\$1,250) for a clothing and cleaning allowance. The clothing allowance shall be paid in four equal quarterly payments.

Section 5.02 Maintenance of Equipment and Cleaning of Uniforms. Maintenance of equipment shall be at the expense of Township. The Township shall pay for cleaning of uniforms at the cleaners designated by the Township. The Township shall have an account with the cleaners and each officer shall be responsible for the transport and pickup of their uniform. The cleaner shall than bill the Township for reimbursement.

Section 5.03 Replacement of Personal Property. Township shall reimburse an Officer for any personal property belonging to the Officer damaged in the course of performing his or her duties. Such items of personal property shall be limited to those items of personal property normally worn by an Officer performing Police duties, such as a personal watch, glasses and the like. Township shall reimburse the Officer on replacement value basis provided, however, the cost of said replacement shall not exceed the sum of Two Hundred (\$200.00) Dollars per item of personal property except prescription eyeglasses or contact lenses, which said replacement cost shall not exceed the sum of Three Hundred Fifty (\$350.00) Dollars.

Section 5.04 Bulletproof Vests. All bulletproof vests issued to Officers shall be replaced every five (5) years or in conformity with the manufacturer's warranty.

ARTICLE VI

HOLIDAYS

Section 6.00 Paid Holidays. The following paid holidays shall be celebrated:

New Year's Day	Labor Day
President's Day	Columbus Day
Good Friday	Veterans Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
Flag Day	Four (4) Floaters
Independence Day	

Section 6.01 Floater. The following provisions shall apply to holidays identified as Floaters. An Officer, who is otherwise qualified for a holiday hereunder, may four (4) times each year take a day off of the Officer's selection by obtaining prior permission from the Chief of Police. Permission shall be granted provided that the Officer's absence does not unreasonably interfere with the efficient operation of the Police Department. The Chief of Police shall decide all requests for Floaters provided, however, that if the Chief of Police is not on duty when the request is made and a decision is required before the Chief of Police will return to duty, then in that event the Senior Officer in charge of the Department shall make the decision. Floater holidays shall be subject to the same restrictions as other holidays.

Section 6.02 Additional Unpaid Holidays. At the request of an Officer, the Chief of Police may schedule such additional holiday or holidays, without pay, as the Chief of Police, in his or her sole discretion, shall determine appropriate.

Section 6.03 Calendar Date. Holidays shall be observed on the calendar date of each holiday's occurrence.

Section 6.04 Holiday Pay. Each Officer shall be paid eight (8) hours at his or her regular hourly rate for each holiday.

Section 6.05 Holiday Pay for Officer Who Works Certain Holidays. Township will attempt to schedule work for New Year's Day, Easter, Memorial Day, Labor Day, Independence Day, Thanksgiving and Christmas in such a manner as to insure that over a period of time no Officer works said holidays more often than the other Officers. An Officer who does work New Year's Day, Easter, Memorial Day, Labor Day, Independence Day, Thanksgiving or Christmas shall be paid one and one-half (1 1/2) times his or her regular hourly rate for hours actually worked on the designated holiday. In the alternative, if an Officer works one of the designated holidays, he or she may elect to take his or her regular hourly rate and may elect to take eight (8) hours compensatory time in lieu of the premium paid for working the designated holiday.

Section 6.06 Conditions for Holiday Pay. Holiday pay shall be paid to an Officer only if the Officer meets all of the following conditions:

- A. The Officer has thirty (30) days or more of continuous service with Township as of the date of the holiday; and
- B. The Officer has worked his last scheduled workday or work shift prior to and his next scheduled workday or work shift subsequent to the holiday for which payment is to be made. If an Officer is on approved leave on the workday prior to or the workday subsequent to the holiday, then the Officer shall be eligible for holiday pay.

Section 6.07 Time of Payment. Compensation for holidays shall be paid to each Officer by separate check issued by Township with the first regular pay in November, and shall be computed at the rate of twelve (12) days plus one (1) Floater. In the event that an Officer shall terminate his or her employment with Township prior to November 1, then the Officer shall be paid, by separate check, on the next regular payday following the date of termination for the holiday or holidays for which he or she is entitled to holiday pay during the term of his or her employment. In the event that an Officer is paid for a holiday by the separate check issued during the first (1st) week in November and terminates his or her employment prior to the end of that calendar year, then, in that event, the Officer shall reimburse Township for any holiday pay for which the Officer is not entitled.

ARTICLE VII

ANNUAL LEAVE

Section 7.00 Scheduling of Annual Leave. Annual leave shall be taken at a time or times approved by the Chief of Police. Each Officer shall submit his or her request for annual leave periods to the Chief of Police. The Chief of Police shall grant annual leave requests, taking into consideration the dates requested by the Officer and the staffing requirements of the Police Department to insure the efficient operation of the Department. In the absence of the Chief of Police, the next ranking Officer on duty in charge of the Department shall grant annual leave requests in accordance with this Section.

Section 7.01 Amounts of Annual Leave. All vacation amounts shall be credited as of January 1st of each year and can be used before vacation days are actually accumulated. Subject to the provisions of Section 7.04 hereof, annual leave shall be as follows:

The first five (5) years of employment, annual leave shall be earned at the rate of five-sixths ($5/6$ th) days per month per year - Maximum ten (10) working days per year.

Beginning with the sixth (6th) year of employment but less than ten (10) full years of employment, annual leave shall be earned at the rate of one and one-fourth ($1\ 1/4$ th) days per month per year - Maximum fifteen (15) working days per year.

Beginning with the eleventh (11th) year of employment, but less than fifteen (15) full years of employment, annual leave shall be earned at the rate of one and two-thirds ($1\ 2/3$ rd) days per month per year - Maximum twenty (20) working days per year.

Beginning with the sixteenth (16th) year of employment, but less than twenty (20) full years of employment, annual leave shall be earned at the rate of two and one-twelfth ($2\ 1/12$ th) days per month per year - Maximum twenty-five (25) working days per year.

For the twenty-first (21st) year of employment, annual leave shall be earned at the rate of two and one-sixth ($2\ 1/6$ th) days per month per year - Maximum twenty-six (26) working days per year.

During the twenty-second (22nd) year of employment, annual leave shall be earned at the rate of two and one-fourth ($2\ 1/4$ th) days per month per year - Maximum twenty-seven (27) working days per year.

During the twenty-third (23rd) year of employment, annual leave shall be earned at the rate of two and one-third ($2\ 1/3$ rd) days per month per year - Maximum twenty-eight (28) working days per year.

During the twenty-fourth (24th) year of employment, annual leave shall be earned at the rate of two and two-fifths ($2\ 2/5$ th) days per month per year - Maximum twenty-nine (29) working days per year.

Beginning with the twenty-fifth (25th) year of employment, annual leave shall be earned at the rate of two and one-half ($2\ 1/2$) days per month per year - Maximum thirty (30) working days per year.

Beginning with the twenty-sixth (26th) year of employment, annual leave shall be earned at the rate of eight (8) hours of annual leave per year with each subsequent year of employment.

Section 7.02 Maximum Accrual of Annual Leave. Annual leave may be carried over from one year (including calendar year 1999) to the next year up to and including a maximum of fifty (50) days but not in excess thereof.

Section 7.03 Annual Leave Pay. An Officer shall receive for each day of annual leave pay at the rate of eight (8) hours at the Officer's regular hourly rate.

Section 7.04 Compensation on Termination or Resignation. If an Officer terminates his employment, vacation will be prorated based on accumulation rates and the Officer will reimburse the Township for all used vacation beyond actual accumulation. The Township may, at its option, deduct any excess vacation used under these circumstances from the last paycheck or two (2) paychecks as is appropriate.

In the event an Officer desires to resign, the right to receive annual leave pay is contingent upon the Officer giving written notice to the Chief of Police of his or her intent to terminate his or her employment at least two (2) weeks prior to the effective date of the resignation. An Officer may request, in writing, a waiver of the two (2) week notice requirement. The written request for waiver shall be a sworn written statement setting forth the facts and circumstances upon which the Officer believes that he or she is entitled to the waiver of the notice requirement. The Chief of Police shall review the written request for waiver and the Chief of Police shall submit said written request, together with the Chief of Police's recommendation, to the Board of Supervisors. The Board of Supervisors shall make a final determination as to whether the request for waiver of the two (2) week notice requirement shall be waived. The decision of the Board of Supervisors shall be final.

ARTICLE VIII

SICK LEAVE

Section 8.00 Sick Leave and Accumulation. Each Officer who is prevented by illness or other accident or injury from performing his or her duties as an Officer shall, to the extent herein set forth, receive for each scheduled workday for which the Officer is absent the same wage payment that said Officer would have received had he or she performed his or her duties during each said period. An Officer shall be entitled to accrue a maximum of fifteen (15) days sick leave for each Officer's year of employment, but may not accumulate more than one hundred eighty (180) days sick leave. Sick leave accumulation shall be computed from the date of the Officer's initial date of employment and shall accumulate at the rate of one and one-fourth (1 and 1/4th) days per month. Termination of employment shall also terminate any accumulated sick leave. Sick leave pay shall be used exclusively to compensate an Officer during periods of actual illness or injury or during periods of actual illness or injury of Officer's spouse, dependent minor children or parent as provided in this Section 8.00 and shall not be paid otherwise as an accumulated benefit.

Upon the fourth (4th) consecutive day of sick leave, a doctor's certificate shall be presented to the Chief of Police certifying that the illness or accidental injury prevented the Officer from performing his or her duties during the period for which compensation is requested as a result of said illness or injury. Failure to present the above-described certificate may, at the option of Township, result in the Officer's not being compensated during the period of his or her absence from employment.

An Officer shall remain at his or her residence during sick leave other than for visits for medical treatment. The foregoing shall not apply in the event of convalescence for a long-term disability. Officers using sick leave shall indicate if the leave was needed for the Officer, child, spouse or parent.

In addition, an Officer may take sick leave when a spouse or dependent minor child is sick. The Officer may use sick leave time for such purpose provided, however, that upon the third (3rd) consecutive sick day because the Officer's spouse or child is sick or injured, the Officer shall obtain a physician's certificate indicating that the spouse or child is still sick or injured. An Officer may use sick leave to attend to or provide transportation to medical appointments for a parent, stepparent, or spouse's parent provided that documentation is obtained from a medical facility confirming the appointment. At the discretion of the Chief of Police, sick leave may also be used to care for ill parents, stepparents, or spouse's parent. Officer shall obtain a physician's certificate indicating that the parent, stepparent or spouse's parent is ill and in need of care.

Section 8.01 Sick Leave Pool. Beginning in January of 1989, there shall be a formation of a sick leave pool for all Officers. The purpose of the pool will be to maintain full benefits for an Officer in case of an extended illness. In order to be eligible to draw from the donated sick days in the pool, an Officer must meet the following requirements:

- A. Said Officer must have donated a minimum of one of his or her own accumulated sick days in each calendar year that the pool has been in effect (maximum donation of fifteen (15) days per Officer per year).
- B. Said Officer must have exhausted his own personal accumulated sick days prior to requesting use of the donated days.
- C. Said Officer shall make a written request to the Chief of Police requesting use of the donated sick days. Such a request shall specify the incurred illness and approximate number of donated days to be used.
- D. Approval for use of the donated days shall be by a simply majority vote of the other Officers and the Board of Supervisors.

An Officer shall be able to make a donation of sick days to the pool by written authorization to the person in charge of keeping such records. Should the sick day pool ever be exhausted, the Board of Supervisors may waive the maximum donation allowed by an Officer.

Section 8.02 Compensation Upon Retirement. When an Officer retires as a Police Officer from the Township, for service or disability, an Officer shall receive payment at the rate of fifty (50%) percent of all accumulated sick days. Officer shall be paid for eight (8) hours per day at Officer's regular hourly rate.

Section 8.03 Sick Leave/Annual Leave and Death While Employed. In the event an Officer dies while employed, the family shall be entitled to receive the Officer's sick leave buy back amount and any accumulated vacation. If an Officer shall die in the Line of Duty, as defined in Section 22.09, then, in that event, the Officer's personal representative or spouse, as applicable, shall be paid for 50% of the Officer's unused sick leave. Said payment shall be based on eight (8) hours per day at the Officer's regular hourly rate. If an Officer is killed in the Line of Duty then, in that event, the sick leave accumulation benefit shall be paid pursuant to this Section 8.03 and shall not be paid pursuant to the provisions of Section 8.02. This provision shall only apply to an Officer that is actively employed by Township and shall not be applicable to an Officer who has retired.

ARTICLE IX

BEREAVEMENT LEAVE

Section 9.00 Bereavement Leave. An Officer shall be granted bereavement leave with pay at the Officer's regular hourly rate for scheduled time lost as follows:

- A. Ten (10) consecutive calendar days for death of a spouse, child or stepchild commencing on the date of death.
- B. Five (5) consecutive calendar days for death of a parent or stepparent.
- C. Three (3) consecutive calendar days for death of a brother, sister, grandparent or parent of spouse.
- D. One (1) calendar day to attend funeral of brother-in-law, sister-in-law, aunt, uncle or grandparents-in-law.

ARTICLE X

INSURANCE

Section 10.00 Medical/Hospitalization Insurance. Township shall continue to provide each Officer and his or her family, at Township's expense, comprehensive medical/hospitalization insurance coverage as is currently being provided through Highmark Blue Shield and Delta Dental Plan 2.

Section 10.01 Dental/Medical and Prescription Account. The Township shall maintain for each officer a medical reimbursement plan in accordance with Section 105(b) of the Internal Revenue Code of 1986, as amended. The Plan is to provide each officer with reimbursements of qualifying medical care expenses under Section 105(b) of the Code as specified. Reference Exhibit A for the plan document.

Coverage Amount. During the term of this Agreement, the total amount of medical reimbursement coverage made available to each officer per year is \$ 1,500 and shall be administered in accordance with the Plan Document as established by the Township.

If an Officer shall die while employed by the Township, a deceased Officer's spouse may use the date of death balance in the Officer's dental, medical and prescription reimbursement account. A deceased Officer's spouse shall have the right to use the balance of said account for a period of twelve (12) months following the date of final determination that the Officer died in the Line of Duty.

Section 10.02 Life Insurance. Township shall provide, at its expense, for each Officer group term life insurance with a death benefit of Sixty-Five Thousand Dollars, which said group term life insurance will also provide a double indemnity provision in the event of accidental death.

Section 10.03 Disability Insurance. During the term of this Agreement, Township shall maintain, at Township's expense, the current short-term and long-term disability insurance, including life insurance and accidental death and dismemberment provisions.

Section 10.04 General Liability Insurance. Township shall, for the mutual benefit of Township and Police, during the term of this Agreement, maintain a Police Errors and Omissions policy in full force and effect. The Police errors and omissions insurance coverage shall include suits for false arrest or other grievances brought against an individual Officer of the Township acting in the line of duty.

Section 10.05 Insurance Benefits After Retirement. When an Officer retires (not terminated or discharged), the Officer shall have the election to continue to be covered under Township's then current medical and hospitalization insurance at the Officer's expense, provided that the continued enrollment by the Officer (to include spouse and other eligible dependents) is acceptable to Highmark Blue Shield or the then current insurance provider and is at no cost to Township.

Section 10.06 Medical Insurance Benefits/Line of Duty Death. If an Officer shall die in the Line of Duty, the Township agrees to provide medical and hospitalization insurance as set forth in Section 10.00 at the Township's expense for a period of twelve (12) months for the deceased Officer's spouse and dependent children. If there is a delay in the determination as to whether the Officer died in the Line of Duty then Township shall provide the medical and hospitalization insurance at Township's expense provided, however, that Township and the deceased Officer's spouse shall enter into a reimbursement agreement in the event that it is finally determined that the Officer did not die in the Line of Duty.

Section 10.07 Insurance Carriers. Township shall, during the term of this Agreement, be entitled to change the current insurer for medical or hospitalization insurance, disability insurance or general liability insurance provided that any change of the insurance and the policies does not reduce or diminish any insurance benefit to which Police are entitled to under the terms of this Agreement. Township shall notify Police at least thirty (30) days prior to the effective date of any change of coverage of insurer and will agree to bargain any proposed change with Police prior to the effective date of any such change.

Section 10.08 Hepatitis B Vaccination. For any Officer who has not received the series of Hepatitis B vaccinations, Township shall pay the cost for each such Officer to receive the series of Hepatitis B vaccinations. The cost of the vaccination shall not be deducted from the Officer's medical account as provided in Section 10.01.

Section 10.09 Post-Retirement Healthcare Effective January 1, 2000, the Township shall provide medical benefits to officers and their spouses for all officers retiring on either disability pursuant to Act 600 or normal age and service retirement pursuant to Act 600. Said benefits shall extend for five (5) years from the date of the officer's retirement and shall only be provided if the officer certifies in writing, on or before the anniversary date of his retirement, that he or she is not eligible for coverage under any other employer-sponsored health care plan, including a plan sponsored by the employer of his or her spouse. Further, for spousal coverage, the officer must be legally married to his spouse at the time of retirement. An officer must choose and be eligible for this benefit at the time of his or her retirement. In the event that a court of competent jurisdiction rules this provision to be illegal, then it is null and void and shall be removed from the contract.

Effective January 1, 2009 this benefit shall increase to six (6) years and on January 1, 2010, increase to seven (7) years and on January 1, 2011 increase to eight (8) years.

ARTICLE XI

PENSION

Section 11.00 Pension. Township shall, during the term of this Agreement, maintain the current Police Pension Plan in effect which shall be administered in accordance with the provisions of Township Ordinance No. 91-2 Chapter 1, Part 2, Section A. The benefits for each eligible Officer shall be as set forth in Fairview Township Police Pension Plan as amended by the Collective Bargaining Agreement.

- A. Effective January 1, 2007, the Existing Police Pension Plan shall be modified to provide for a service increment of \$100/month for every year completed beyond 25 years up to 28 years of service and a maximum benefit of \$300/month.

Section 11.01 Officer Contributions. During the term of this Agreement, each Officer shall contribute to the Pension Plan by means of payroll deduction two (2%) percent of the Officer's annual compensation. All pension contributions shall be tax deferred. If an actuarial study shows that the condition of the Police Pension Fund of this Township is such that payments into the Fund by members may be reduced below two (2%) percent, or eliminated, and that if such payments are reduced or eliminated, contributions from the Township will not be required to keep the Fund actuarially sound, the Board of Supervisors may, on an annual basis, by ordinance or resolution, reduce or eliminate payments into the fund by members.

Section 11.02 Pension Reopener. As of January 1, 2003, either the Township or the Police shall have the right to request collective bargaining with respect to pension benefits if legislative changes occur to Pennsylvania Act 600.

Section 11.03 Early Retirement Option. Each Employee shall have the option to elect an early retirement benefit provided the Employee has been a member of the Police force with twenty (20) or more years of service who terminates employment prior to the completion of his or her superannuation retirement age and service requirements, and who files a written application for an early retirement benefit with the Commission. The early retirement benefit shall become effective on the date the application is filed with the Commission or the date designated on the application, whichever is later, and shall be the actuarial equivalent of a partial superannuation retirement benefit calculated pursuant to the formula set forth in the Act of 1998, No. 24, Section 5(i)(1) and (2).

Section 11.04 DROP – The Township will provide this voluntary Deferred Retirement Option Program as detailed in Exhibit B.

ARTICLE XII

GRIEVANCE AND ARBITRATION

Section 12.00 Complaint. In the operation of the Township's Police Force, it is recognized that on occasion a grievance may arise between Township and Police concerning the application of or compliance with any part of this Agreement, matters pertaining to discipline and any issues under the Heart and Lung Act. Such grievance may arise because of an honest difference of opinion, an error in judgment, an oversight, a misinterpretation, or from countless other ways in which there was no intent to cause a misunderstanding. Township and Police earnestly desire that such grievance or differences be promptly settled so that efficient operation of Township's Police Force shall not be interrupted and morale and earnings of the Officers shall not be impaired. Accordingly, an exclusive procedure for the adjustment of any grievance which may arise is hereinbelow outlined.

Section 12.01 Settlement. Police specifically agree that this grievance procedure shall be the only method available for adjustment of Police grievances under this Agreement; however, this grievance procedure shall not be construed to limit or otherwise restrict any right available to Police Officers or to the Township provided by state or federal statute or regulations promulgated thereunder. Accordingly, Police agree and pledge that if any dispute arises under this Agreement, it shall be settled in the manner provided in this Article XII and, pending such settlement, all Officers shall carry out their assignments as directed by Township. If an Officer shall refuse to follow any settlement of a grievance, such action shall constitute a violation and shall make the Officer and any and all other Officers participating in such violation subject to immediate discipline (including discharge) at the discretion of Township.

Section 12.02 Grievance Procedure. An Officer shall process any grievance through the following grievance procedure:

Step 1. The Officer shall present the grievance in writing to the Chief of Police within twelve (12) calendar days of the date of its occurrence, or when the Officer knew or by reasonable diligence should have known of its occurrence. In no case shall the grievance be presented more than thirty (30) calendar days after the date of the occurrence. The Chief of Police shall attempt to resolve the matter and report his decision to the Officer in writing within seven (7) calendar days after receipt of the written grievance.

Step 2. In the event the grievance has not been settled during Step 1, the Officer shall file a written request within seven (7) days of the Chief's action from Step 1, for a meeting between the Officer filing for grievance, the Chief of Police and the Board of Supervisors. This meeting shall be conducted to resolve the grievance and will be scheduled by the Board within twenty (20) days. The Board of Supervisors shall advise the Officer within twenty (20) calendar days after the meeting of the Board's action. The Officer may file a written request for arbitration within ten (10) calendar days after receiving the Board's written action.

Step 3. An appeal from Step 2 of the grievance procedure shall be submitted to arbitration. The arbitrator is to be selected by the parties jointly within seven (7) calendar days following the Officer's written request for arbitration as set forth in Step 2.

If the parties fail to agree on an arbitrator, either party may request a list of arbitrators pursuant to the Labor Arbitration Rules of the American Arbitration Association. The parties shall within seven (7) calendar days of the receipt of said list meet for the purpose of selecting the arbitrator by alternately striking one (1) name from the list until one (1) name remains. Township shall strike the first name.

The arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement, nor shall the arbitrator have the power to change or determine those things specifically reserved to the discretion of Township under this Agreement. The decision of the arbitrator shall be final and binding upon Township and Police.

All fees and expenses of the arbitrator shall be paid equally by the Township and the Association. The arbitrator shall be required to issue his decision within thirty (30) calendar days after the hearing which shall have been scheduled at the convenience of all parties concerned.

All of the time limits may be extended by written mutual agreement. The granting of any extension at any step shall not be deemed to establish precedent. A reasonable number of witnesses, when required, shall be allowed to participate in the grievance procedure.

ARTICLE XIII

DISCHARGE OR SUSPENSION

Section 13.00 Discharge. Township has the right to discharge any Officer for cause in accordance with the laws of the Commonwealth of Pennsylvania.

ARTICLE XIV

PERSONNEL FILES/ACTION

Section 14.00 Correspondence. A copy of all correspondence relating in any way to an Officer shall be placed in the Officer's personnel file within ten (10) calendar days after receipt thereof and the affected Officer shall receive a copy of said correspondence.

Section 14.01 Review of Personnel File with Supervisors. An Officer may, at any time, request a review of his or her personnel records by, and with, Chief of Police who will discuss, with the Officer, any items contained therein. An Officer may, if he or she so desires, rebut, in writing, any item that he or she feels to be unjust or malicious. Any, and all, actions or decisions, or both, by the Supervisors shall be placed in the Officer's personnel file, and a copy of such or decision, or both, shall be furnished to the Officer within five (5) calendar days. This shall apply to newly received complaints or comments pertaining to an Officer.

Section 14.02 Confidentiality. The Chief of Police is the custodian of all officers' personnel files. The contents of the files shall be confidential and not released without his or her knowledge and approval. With an officer's approval, the file can be released to the Board of Supervisors and/or their designee and to the Officer's designee.

ARTICLE XV

EMPLOYMENT PEACE

Section 15.00 Employment Peace. Under no circumstances shall the Police, individually or collectively, cause, permit or take part in any strike, sit-down, slowdown, picketing, staying, limitation, curtailment or restriction or protection or interference with work in or about the Township or in the movement of goods, materials, vehicles or persons in or about the Township whether from building to building or otherwise, or between the Township and any place outside the Township. Under no circumstances shall Police honor or refuse to cross a picket line, it being specifically recognized that from time to time Police are required to cross and deal with picket lines, control and disperse the same, and arrest the participants therein.

ARTICLE XVI

SCHEDULING AND DUTIES

Section 16.00 Scheduling. Hours of work specified for each Officer during a work period shall not constitute a restriction of Township's scheduling the Officer to work other than his or her regular work schedule. The existing work schedule shall be posted at least thirty (30) days in advance. The schedule may be changed, with posting of a notice, as far in advance as reasonably possible.

Section 16.01 Schedule "A." The provisions of this Section shall only apply if and when the work schedule referred to as Schedule "A," and attached hereto, has been approved and implemented by the Board of Supervisors in its sole discretion, and shall only apply to those Officers actually working said Schedule. Board of Supervisors, in addition to reserving the right to approve and implement, also reserve the right to modify Schedule "A."

- A. Schedule "A" consists of a regular work shift of eight (8) hours and thirty-two (32) minutes. The thirty-two (32) minutes worked each day shall be calculated at time and one-half and thereby creates an additional 480 minutes during each pay period. The additional 480 minutes or eight (8) hours is used to create the third day off every other week as provided in Schedule "A." Additional overtime pay shall be applicable only for hours worked beyond the eight (8) hour and thirty-two (32) minute shift as provided for in Schedule "A."
- B. The additional thirty-two (32) minutes of each shift shall not be regarded for purposes of accrual or usage of leave time (vacation, sick leave or compensatory time) and the current Sections providing for the above mentioned leave time shall remain unaffected by this Section.
- C. If Schedule "A" is approved and implemented by the Board of Supervisors, then the minimum call out pay, Section 4.09, shall be reduced from four (4) hours to two (2) hours. The reduction in call out pay shall only affect those Officers actually working Schedule "A."

ARTICLE XVII

WORKER'S COMPENSATION

Section 17.00 Worker's Compensation. Any Officer injured in the course of the performance of his or her duties shall, as soon as practicable, preferably prior to the end of the work day during which the injury occurred, report the same to the Chief of Police, if available, otherwise to the Sergeant, if available, or to the Township Assistant Manager, if available, otherwise to a Township Secretary. The Township will cooperate toward the prompt settlement of an Officer's on-the-job injury claims where such claims are due and owing. An Officer eligible for or receiving a Heart and Lung Act benefit shall file, if appropriate, a claim for Worker's Compensation benefits. An Officer receiving Heart and Lung Act benefits shall remit any Workers Compensation benefit received as a result of that injury to the Township.

ARTICLE XVIII

CONFORMITY TO LAW - SAVINGS CLAUSE

Section 18.00 Unlawful Provisions. If any provision or the enforcement of performance of any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or enforced or performed, except to the extent permitted by law. If at any time thereafter such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it has never been in conflict with the law.

Section 18.01 Remaining Provisions. If any provision of this Agreement or the application of such provision to any person or circumstances shall be held invalid, then the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

ARTICLE XIX

MANAGEMENT WORK

Section 19.00 Supervisory Personnel. It shall be permissible for Township to assign unit work to supervisory personnel when it deems the same appropriate and it is specifically agreed by the parties that the chief of Police may regularly perform bargaining unit work.

ARTICLE XX

TERMINATION CLAUSE

Section 20.00 Term. This Agreement shall be in full force and effect, subject to the provisions of Section 21.01 hereof, from the commencement of the first pay period of the year beginning January 1, 2007 and up to and including December 31, 2011 and shall continue in effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other not later than July 1 of the year at the end of which this Agreement expires.

It is further provided that if no such cancellation or termination notice is served and the parties desire to continue this Agreement, but also desire to negotiate changes or revisions in this

Agreement, either party may serve upon the other a written notice not later than July 1 of any subsequent calendar year, advising that such party desires to continue this Agreement, but also desires to review or change the terms or conditions of this Agreement enumerated in such notice.

Subsequent to the timely service of a written request by either party hereto, the other party shall commence bargaining on a new collective bargaining agreement at any mutually convenient time.

ARTICLE XXI

MISCELLANEOUS

Section 21.00 Probationary Police Officers. Each Officer shall be hired on a probationary basis for that period of time required to successfully complete any state-mandated training plus one (1) year during which period they are subject to discharge for any reason.

Section 21.01 Part-Time Officers and Overtime. Township may employ part-time Officers who shall be identified as such by Township. Such Officers shall not be subject to this Agreement and shall receive only such compensation and benefits as Township shall determine. Township will endeavor to assign overtime assignments to regular full-time Officers. To the extent Township is aware of the same Township shall post overtime assignments which are available on the bulletin board in the Police Office.

Section 21.02 Demands, Proposals and Waivers. Township and Police acknowledge that during the negotiations which have resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, Township and Police, for the life of this Agreement, all voluntarily and unqualifiedly waive the right, and agree that no one shall be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or executed this Agreement.

The benefits and wages granted in this Agreement are the exclusive benefits and wages Township is required to grant. Any matters not specifically covered by this Agreement are subject to the exclusive control and discretion of Township.

Section 21.03 Equality of Application. In the continuance of the policy established and maintained by Township, Township and Police agree that the provisions of the Agreement shall apply equally to all Officers covered by this Agreement without discrimination, and in carrying out their respective obligations under this Agreement, neither Township nor Police will unlawfully discriminate against any Officer on account of race, color, national origin, age, sex or creed.

Section 21.04 Partial Invalidity. In the event that any of the provisions of this Agreement shall be or become legally invalid or unenforceable, such provisions shall be deemed void as of such invalidity or unenforceability. Such invalidity or unenforceability shall not affect the remainder of the provisions of this Agreement.

Section 21.05 Residency. Township shall not require an Officer to be a resident of Fairview Township, but each Officer shall reside within twenty (20) road miles of the Township line. Within six (6) months from completion of probationary period. The Police Chief may grant an exception to the residency requirement for a period of time not to exceed six (6) months.

Section 21.06 Captions. The captions, paragraph numbers, article numbers and index appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraphs or articles of this Agreement, nor in any way affect this Agreement.

Section 21.07 Anniversary of Employment. For purposes of determining years of service, the anniversary date of an Officer's employment shall be used.

Section 21.08 Multiple Counterparts. This Agreement may be executed in multiple counterparts each of which, for all purposes, shall be considered an original.

Section 21.09 "Line of Duty" Defined. The term "Line of Duty" in this Agreement shall mean that if a deceased Officer's spouse, minor children or parent or parents, is eligible under Act 1976, P.L. 424, No. 1, as amended 1981, October 16, P.L. 295, No. 102 and 1994, December 27, P.L. 1373, No. 161 (53 P.S. §§891-892.1) for payment of benefits as described in said Act, as amended, then the Officer shall be deemed, for purposes of this Agreement, to have died in the Line of Duty. In other words, if the deceased Officer's spouse, minor children or parent or parents, as applicable, is eligible to receive the benefit payable pursuant to the above-described Act, as amended, then such determination shall be conclusive and for purposes of this Agreement the Officer shall be deemed to have died in the Line of Duty.

Section 21.10 Members Assistance Program. Upon enrollment by the Fairview Township Police Association in the West Shore Police Association's Member Assistance Program, the Township shall pay an amount not to exceed \$100.00 per year per Officer to the West Shore Police Association as dues for each member's participation.

Section 21.11 Health Club Dues. The Township will contribute to health club dues for any member who shows membership in a health club or facility. The Township shall pay \$100.00 per year toward the cost of health club dues. Payment must be made directly to the health club and not to the member. Payment will be authorized after the member shows evidence of health club membership to the Chief of Police.

IN WITNESS WHEREOF, Fairview Township, pursuant to a resolution adopted by Fairview Township Board of Supervisors at a public meeting on _____, 2007, has caused this Agreement to be executed this ___ day of _____, 2007, and the Police Officers of Fairview Township Police Department have hereunto caused this Agreement to be executed, each of the parties hereto intending to be legally bound hereby.

FAIRVIEW TOWNSHIP BOARD OF SUPERVISORS

By:

Date:

By:

Date:

By:

Date:

By:

Date:

By:

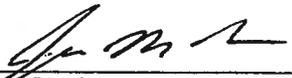
Date:

FAIRVIEW TOWNSHIP POLICE ASSOCIATION

By:

Date:

By: 
Michael Bennage
Date: 1-11-07

By: 
Jason Lotier
Date: 1-11-07

By: 
Davis Holland
Date: 1-13-07

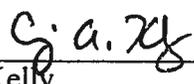
By: 
Craig Kelly
Date: 2007-01-14

EXHIBIT B

DEFERRED RETIREMENT OPTION PROGRAM (D.R.O.P)

Definitions:

DROP – Deferred Retirement Option Plan

DROP Account – Separate account created to accept DROP participants' monthly pension check while a DROP participant.

- (A) *Eligibility.* Effective January 1st, 2007, members of the Fairview Township Police Department who have not retired prior to the implementation of the DROP program, may enter into DROP on the first day of any month following completion of 25 years of credited service and attaining the age of 50, for a maximum period of twenty-four (24) months.

To be eligible to enter DROP, an officer shall not have received a written reprimand or higher level of discipline for poor job performance to included violation of the department's performance policy, General Order 3.9, within the two year period preceding entry into DROP.

To be eligible to remain in DROP, an officer shall not receive a written reprimand or higher level of discipline for poor job performance to include the Department's Performance Policy, General Order 3.9, while in DROP. Should such discipline be imposed, the Officer's enrollment in DROP will be immediately concluded and the officer reverted to retired status.

Any performance based discipline used for the purpose of determining an Officer's eligibility to enter or remain in DROP shall not be considered against an Officer unless and until all available appeals have been exhausted and the discipline deemed as final.

- (B) *Written Election.* A member of the Police Department electing to participate in the DROP must complete and execute a "drop option form" prepared by the Township of Fairview, which shall evidence the member's participation in the DROP. The form must be signed by the member and notarized and submitted to the Township of Fairview within 60 days prior to the date on which the member wishes the DROP option to be effective. The DROP option notice shall include an irrevocable notice to the Township, by the member, that the member shall resign from employment with the Fairview Township Police Department effective on a specific date (the "resignation date"). In no event shall the resignation date be shorter than three months or longer than twenty-four (24) months from the execution of the DROP option form. An officer shall cease to work as a Township Police Officer on the officer's resignation date, unless the Township terminates or honorably discharges the officer prior to the resignation date.

In addition, all retirement documents required by the Police Pension Board Administrator must be filed and presented to the Board of Supervisors for acceptance and approval of

retirement and payment of pension. Once a retirement application has been approved by the Fairview Township Board of Supervisors, it is irrevocable.

- (C) *Limitation on Pension Accrual.* After the effective date of the DROP option, the member shall not longer earn or accrue additional years of continuous service for pension purposes.
- (D) *Benefit Calculation.* For all retirement Fund purposes, continuous service of a member participating in the DROP shall remain as it existed on the effective date of commencement of participation in the DROP. Service thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Fairview Township Police Pension Fund. The average applicable compensation of the member for pension calculation purposes shall remain, as it existed on the effective date of commencement of participation in the DROP. Earnings or increases in earnings thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Pension Fund. The pension benefit payable to the members shall increase only as a result of Cost of Living Adjustments in effect on the effective date of the member's participation in the DROP or by applicable cost of living adjustments granted thereafter.
- (E) *Payments to the DROP Account.* The monthly retirement benefits that would have been payable had the member elected to cease employment and receive a normal retirement benefit, shall, upon the member commencing participation in DROP, be paid into the separate account established to receive the participant's monthly pension payments. This account shall be designated as the DROP account.
- (F) *Accrual of Non-Pension Benefits.* After an officer elects to participate in the DROP program, all other contractual benefits shall continue to accrue with the exception of those provisions relating to the Police Pension Plan and the buyback of accrued, but unused, sick or vacation time. Prior to participating in the DROP program, an officer may request payment for any accrued but unused sick or vacation time which the Township would be obligated to buyback from the officer upon retirement. An officer may utilize leave time during the DROP period, but the Township shall not be required to buyback any such unused leave time at the end of the DROP period.
- (G) *Payout.* Upon the termination date set forth in the member's drop option notice or such date as the Township separates the member from employment, the retirement benefits payable to the member or member's beneficiary, if applicable, shall be paid to the member or beneficiary and shall no longer be paid to the member's deferred retirement option account. Within thirty (30) days following termination of a member's employment pursuant to their participating in the DROP program, the balance in the members' DROP account shall be paid to the member in a single lump sum payment or at the member's option, in any fashion permitted by law.
- (H) *Disability during DROP.* If a member becomes temporarily disabled during his participation in DROP, his participation freezes and the time period while on disability does not count towards the twenty-four (24) month participation limit. Upon return to duty, membership in DROP shall resume, continuing with the remaining time left in the twenty (24) month membership period. The member shall receive disability pay in the same amount as disabled Police Officers that are not participating in DROP. In no event

shall a member on temporary disability have the ability to draw from his DROP account. However, notwithstanding any other provision in this paragraph, if an officer is disabled and has not returned to work as of the date of his required resignation, then such resignation shall take precedence over all other provisions herein and said officer shall be required to resign. Nothing contained in this Plan shall be construed as conferring any legal rights upon any police employee or other person to the continuation of employment nor shall participation in the DROP Program supersede or limit in any way the right of the Township to honorably discharge a police employee based upon an inability to perform his or her full duties as a police officer.

- (I) *Death.* If a DROP member dies before the DROP account balances are paid, the participant members' legal beneficiary shall have the same rights as the member to withdraw the account balance.
- (J) *Forfeiture of Benefits.* Notwithstanding an officer's participation in the DROP Plan, an officer who is convicted or pleads guilty to engaging in criminal misconduct which constitutes a "crime related to public office or public employment," as that phrase is defined in Pennsylvania's Pension Forfeiture Act, 43 P.S. §§ 1311-1314, shall forfeit his right to receive a pension, including any amounts currently deposited in the DROP Account. In such a case, the member shall only be entitled to receive the contributions, if any, made by the member to the Fund, without interest.
- (K) *Account manager.* The Township and the Association will mutually agree upon an investment manager to administer the DROP accounts. The Township and the Association further agree that the Township shall not be responsible for any investment loss incurred in the plan or for the failure of an investment to earn a specific or expected return or to earn as much as any other opportunity, whether or not such other investment opportunity was offered or available to participants in the plan.
- (L) *Cost of management for DROP Program.* The association and the Township agree that any costs or fees associated with the management of the DROP accounts shall be paid directly from the Police Pension Fund and not by the Township.
- (M) *Amendment.* Any amendments to this DROP enclosure shall be consistent with the provisions covering deferred retirement option plans set forth in any applicable collective bargaining agreement and shall be binding upon all future DROP participants and upon all DROP participants who have balances in their deferred retirement option accounts. The DROP plan may only be amended by a written instrument, not by any oral agreement or past practice.
- (N) *Effective Date.* The Effective Date of this agreement is January 1st, 2007; however, the implementation of the DROP program will be provided as in this enclosure.
- (O) *Construal of Provisions.* An Officer's election to participate in the DROP program shall in no way be construed as a limitation on the Township's right to suspend or terminate an officer for just cause or to grant the officer an honorable discharge based upon a physical or mental inability to perform his or her duties.
- (P) *Severability.* The provisions of this Agreement shall be severable; and if any of its provisions shall be held to be unconstitutional or illegal, the validity of any of the

remaining provisions of the Agreement shall not be affected thereby. It is hereby expressly declared as the intent of the Township Supervisors that this Agreement would have been adopted had such unconstitutional or illegal provision or provisions not been included herein. In the event that the DROP provision is declared invalid or illegal by a court of competent jurisdiction or through an administrative determination of the Office of the Auditor General, the Police Benevolent Association shall have the right to bargain in accordance with Act 111 over deletion of this benefit. It is expressly understood that this shall not involve bargaining over a replacement provision.

**FAIRVIEW TOWNSHIP
POLICE PENSION PLAN
DEFERRED RETIREMENT OPTION PROGRAM (DROP)**

APPLICATION/AGREEMENT

_____ **Date**

In accordance with the provisions of the law governing the operation of the Fairview Township Police Pension Plan, the undersigned hereby makes voluntary application for participation in the Deferred Retirement Option Program (DROP).

_____ **Applicant Name**

In exchange for my membership in the DROP, I agree to the following:

1. That in order to become a member of the DROP I must be eligible for Age and Service Retirement, and elect to defer receipt of my retirement benefit into my DROP account. For the purpose of calculating my monthly retirement benefit the effective date of my participation shall be concurrent with my DROP retirement date of _____.
2. That my decision to enter the DROP and to terminate employment no later than the end of the DROP period is irrevocable.
3. That my participation in the DROP will not extend beyond _____ (my "DROP End Date") I acknowledge that I may not extend my DROP End Date and I will receive my regular pension plan benefits from the date of my separation from service.
4. That I shall have the option of terminating my participation in the DROP at any time upon the Township's receipt of my written notice on such forms designated by the Township and at such time as may be prescribed by the Township. I also agree that my participation in the DROP will not extend beyond _____ which shall be not more than Twenty-four (24) full months from my entry into the DROP.
5. I HEREBY ACKNOWLEDGE THE PROVISIONS OF THE DROP AGREEMENT INDICATED AS APPENDIX 'A' OF THE COLLECTIVE BARGAINING AGREEMENT.

6. YOUR ELECTION TO PARTICIPATE IN THE DEFERRED RETIREMENT OPTION PROGRAM ONCE MADE IS IRREVOCABLE.

Signature of DROP Applicant

State of Pennsylvania
County of York

The foregoing instrument was acknowledged before me this _____ day of _____,
_____, by _____ who is personally known to me/or/produced
_____ as identification.

Commission Expires:

Signature of Notary

Confirmed by:

Plan Administrator Signature

Date