

**ACT 111 INTEREST ARBITRATION
AMERICAN ARBITRATION ASSOCIATION**

IN THE MATTER OF THE ARBITRATION BETWEEN

FAIRVIEW TOWNSHIP

:

Act 111 Interest Arbitration Award

and

:

Case No. 14 360 L 01549 11

**FAIRVIEW TOWNSHIP POLICE
ASSOCIATION**

:

:

ARBITRATION PANEL

John M. Skonier, Esq.
Impartial Chairman

Sean T. Welby, Esq.
Police-Appointed Arbitrator

Michael A. Palombo, Esq.
Township-Appointed Arbitrator

**This Award Is Issued Pursuant to the Provisions of
Act 111 of 1968 of the Commonwealth of Pennsylvania**

INTEREST ARBITRATION AWARD

As the parties were unable to resolve their bargaining disputes directly, this Panel of Arbitrators (Panel) was selected and convened pursuant to the authority contained in the Policemen and Firemen Collective Bargaining Act, 43 P.S. Section 217, *et seq.* (Act 111). The Panel was charged with the responsibility of rendering an Award which would establish the terms and conditions of employment for the Police Officers in Fairview Township, New Cumberland, Pennsylvania.

Subsequent to due notice, a hearing was held on February 13, 2012, at the Fairview Township Municipal Building, in Riverside, Pennsylvania. At that time, both parties were afforded a full opportunity to present testimony, examine and cross-examine witnesses, and introduce documentary evidence in support of their respective bargaining proposals. The parties agreed to waive all of the applicable time limits contained in Act 111.

The Panel conferred in executive sessions regarding the evidence and arguments which had been presented. In reaching this Award, the Panel has considered the testimony, documents and arguments presented by the parties on all of the proposals.

The following changes in wages, terms and conditions of employment shall be implemented by the parties:

1. Term

This Award shall be effective for a period of three (3) years, from January 1, 2012 through December 31, 2014.

2. Wage

Effective on the dates indicated below, the following wage increases shall be implemented to the base pay currently in effect for officers as set forth in the collective bargaining agreement and as modified by the subsequent agreement between the Fairview Township Police Officers and Fairview Township. Sergeants shall continue to have their wage rate calculated at an amount five (5%) percent greater than the base salary of a patrol officer. Patrol Officer wages shall be increased effective January 1, 2012, 2.5%; effective January 1, 2013, 2.75%; effective January 1, 2014, 3.0%.

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The wage scales in Section 4.00 shall be adjusted to provide as follows:

Base Salary	2012	2013	2014
After 1 Year of Employment	\$57,389.16	\$58,967.36	\$60,736.36
After 2 Years of Employment	\$59,860.52	\$61,506.68	\$63,351.88
After 3 Years of Employment	\$62,331.88	\$64,046.01	\$65,967.39
After 4 Years of Employment	\$64,803.24	\$66,585.33	\$68,582.89
After 5 Years of Employment	\$67,273.38	\$69,123.40	\$71,197.10
After 6 Years of Employment	\$69,904.22	\$71,826.59	\$73,981.39
After 12 Years of Employment	\$72,753.00	\$74,753.71	\$76,996.32

Section 4.01 shall be revised to provide as follows:

2012	2013	2014
\$76,390.65	\$78,491.40	\$80,846.14

3. Longevity

Article X, Section 4.07, Longevity - During calendar year 2011, members of the bargaining unit agreed to a complete wage freeze and did not move on the longevity scale. Effective on the date of this award, officers shall be placed on the longevity scale based upon their actual years of service and payments for longevity beginning January 1, 2012 shall be made at the rate commensurate with their actual years of total service in the Township.

4. Insurance

Article X - Insurance:

- a. Section 10.0 - Health Care shall be revised to provide as follows:

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Effective upon the next renewal, the Township shall have the right to implement the PPOS9 Plan, as described in Appendix A attached hereto, with a deductible in the amount of \$250 per member and \$500 per family.

- b. Section 10.07 shall be revised to provide as follows:

The Township shall have the right to provide equivalent coverage through other plans/carriers and/or self-insurance in whole or in part. The procedure for determining whether a health care change is permissible shall be as follows:

(1) Should the Township wish to submit a plan for consideration, it shall do so in writing to the Association, along with a complete statement of plan benefits and costs as well as a provider disruption report identifying what current providers would not participate in the proposed plan.

(2) In addition to the forgoing, the Township shall make a representative of the proposed plan available to bargaining unit members for a presentation on the plan and to answer any questions about coverage under it.

(3) If, after 30 days, the Association agrees that the proposed plan is equivalent or registers no objection in writing to the Township, the Township shall be permitted to effect the proposed change.

(4) If the Association notifies the Township in writing that it disputes whether the proposed plan is equivalent the issue shall be submitted directly to arbitration in accordance with the AAA Expedited Labor Arbitration Procedures.

- c. Section 10.09, Post-Retirement Health Care, shall be revised to provide that any employee hired after the effective date of this Award shall be required to pay 40% of the premium cost of their medical benefits.

In addition, once an employee reaches medicare eligibility while this benefit is still in effect, the benefit shall cease.

5. Sick Leave Pool

Article VIII, Sick Leave, Section 8.01, Sick Leave Pool – The parties shall meet in an effort to resolve their differences regarding the number of sick days in the sick leave pool. If necessary, this Arbitration Panel will be reconvened to resolve any disputes.

In addition, no Officer hired after the effective date of this Award shall be entitled to participate in or draw from the sick leave pool.

6. Pension Plan Member Contributions

Article XI, Pension, Section 11.01, Officer Contributions, shall be revised to provide that effective January 1, 2013, member contributions to the police pension plan shall be set at three (3%) percent of salary. Effective January 1, 2014, member contributions to the police pension plan shall be set at four (4%) percent of salary

7. Miscellaneous

The contract shall be further revised as follows:

- a. **Section 4.04** of the collective bargaining agreement shall be modified to reflect the parties practice whereby officers are permitted to accumulate and carry over a maximum of 80 hours of compensatory time.
- b. **Section 6.02** – Revise to confirm that the Board of Supervisors rather than the Chief of Police shall determine whether a request for additional holiday or holidays are appropriate.
- c. **Section 7.02** – Delete parenthetical reference to 1999.
- d. **Section 11.03** – Replace references to "the Commission" with "the Board of Supervisors."
- e. **Section 17.00** – Add the Lieutenant as a person to whom an employee can report an injury.
- f. **Section 21.05** – Revise to replace the "Police Chief" with the "Board of Supervisors" as the entity responsible for granting an exception to the

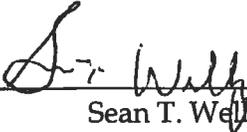
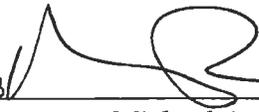
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residency requirement for a period of time not to exceed six (6) months.

- g. **Section 21.07** – Confirm that if more than two officers are hired on the same day, seniority between those officers shall be determined by drawing of lots.

All other provisions of the parties' Collective Bargaining Agreement not specifically changed herein shall remain as is.

It is understood that the signatures of the Arbitrators attest to the fact that the contractual changes represent the majority opinion and Award on each issue by the members of the Arbitration Panel.

 Date 5-4-13  Date 5/1/2013
Sean T. Welby, Esq. Michael A. Palombo, Esq.
Police-Appointed Arbitrator Township-Appointed Arbitrator

 Date 5/8/13
John M. Skonier, Esq.
Impartial Chairman

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APPENDIX A



Capital BlueCross

www.capbluecross.com

Benefit Highlights
PPO Plan
PPOS9 (UC Copay)

SUMMARY OF COST-SHARING	Amounts Members Are Responsible For:	
	Participating Providers	Non-Participating Providers
Deductible (per benefit period)	\$250 per member \$500 per family	
Copayments		
• Office Visits (Family Practitioner, General Practitioner, Internist, Pediatrician)	\$20 copayment per visit	Coinsurance applies
• Specialist Office Visit	\$20 copayment per visit	Coinsurance applies
• Emergency Room	\$75 copayment per visit, waived if admitted	
• Urgent Care	\$45 copayment per visit	Coinsurance applies
• Inpatient (Per Admission)	Not Applicable	Coinsurance applies
• Outpatient Surgery Copayment (facility)	Not Applicable	Coinsurance applies
Coinsurance	20% coinsurance	40% coinsurance
Out-of-Pocket Maximum	\$3,000 per member \$6,000 per family	
Coverage Lifetime Maximum	Unlimited	

SUMMARY OF BENEFITS	Limits and Exclusions	Amounts Members Are Responsible For:	
		Participating Providers	Non-Participating Providers
PREVENTIVE CARE			
Preventive Care Services			
• Pediatric Preventive Care		Covered in full, waive deductible	40% coinsurance after deductible
• Adult Preventive Care		Covered in full, waive deductible	40% coinsurance after deductible
Immunizations		Covered in full, waive deductible	40% coinsurance, waive deductible
Mammograms			
• Screening Mammogram	One per benefit period	Covered in full, waive deductible	40% coinsurance, waive deductible
• Diagnostic Mammogram		20% coinsurance after deductible	40% coinsurance after deductible
Gynecological Services			
• Screening Gynecological Exam	One per benefit period	Covered in full, waive deductible	40% coinsurance, waive deductible
• Screening Pap Smear	One per benefit period	Covered in full, waive deductible	40% coinsurance, waive deductible
BENEFITS LISTED BELOW APPLY ONLY AFTER BENEFIT PERIOD DEDUCTIBLE IS MET			
Acute Care Hospital Room & Board		20% coinsurance after deductible	50% coinsurance after deductible
Acute Inpatient Rehabilitation	60 days/benefit period	20% coinsurance after deductible	50% coinsurance after deductible
Skilled Nursing Facility	100 days/benefit period	20% coinsurance after deductible	50% coinsurance after deductible
Surgery			
• Surgical Procedure		20% coinsurance after deductible	40% coinsurance after deductible
• Anesthesia		20% coinsurance after deductible	40% coinsurance after deductible
Maternity Services and Newborn Care		20% coinsurance after deductible	40% coinsurance after deductible
Diagnostic Services			
• Radiology		20% coinsurance after deductible	40% coinsurance after deductible
• Laboratory		20% coinsurance after deductible	40% coinsurance after deductible
• Medical tests		20% coinsurance after deductible	40% coinsurance after deductible
Outpatient Therapy Services			
• Physical Medicine	30 visits/benefit period	Copayment applies	40% coinsurance after deductible
• Occupational Therapy	30 visits/benefit period	Copayment applies	40% coinsurance after deductible
• Speech Therapy	30 visits/benefit period	Copayment applies	40% coinsurance after deductible
• Respiratory Therapy	30 visits/benefit period	Copayment applies	40% coinsurance after deductible
• Manipulation Therapy	20 visits/benefit period	Copayment applies	40% coinsurance after deductible
Emergency Services		Covered in full, waive deductible Emergency room copayment applies, waived if admitted inpatient	
Medical Transport			
• Emergency Ambulance		20% coinsurance, waive deductible	
• Non-Emergency Ambulance		20% coinsurance after deductible	40% coinsurance after deductible

Benefits are underwritten by Capital Advantage Insurance Company®, a subsidiary of Capital BlueCross. Independent licensee of the Blue Cross and Blue Shield Association. Communications issued by Capital BlueCross in its capacity as administrator of programs and provider relations for all companies.

PPOS9 (UC Copay)
01/01/2011

Large Group - PPO - HCR
(10/1/2010)

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SUMMARY OF BENEFITS (CONTINUED)	Limits and Maximums	Amounts Members Are Responsible For:	
		Participating Providers	Non-Participating Providers
Mental Health Care Services • Inpatient Services	30 days/benefit period; additional days as required by law	20% coinsurance after deductible	50% coinsurance after deductible
• Outpatient Services	60 visits/benefit period; additional visits as required by law	Copayment applies	50% coinsurance after deductible
Substance Abuse Services • Rehabilitation – Inpatient	30 days/benefit period 90 days/lifetime max	20% coinsurance after deductible	Not covered
• Rehabilitation – Outpatient	30 visits/benefit period 120 visits/lifetime max	20% coinsurance after deductible	Not covered
Home Health Care Services	90 visits/benefit period	20% coinsurance after deductible	40% coinsurance after deductible
Hospice Care	\$50,000 lifetime max	20% coinsurance after deductible	40% coinsurance after deductible
Durable Medical Equipment (DME)		20% coinsurance after deductible	40% coinsurance after deductible
Prosthetic Appliances and Orthotic Devices		20% coinsurance after deductible	40% coinsurance after deductible
Diabetic Supplies and Education		20% coinsurance after deductible	40% coinsurance after deductible
Infertility Services		20% coinsurance after deductible	40% coinsurance after deductible
Assisted Fertilization		Not Covered	Not Covered
Nutritional Counseling • Children Diagnosed with Obesity and • Adults with BMI of 30 or Higher	2 sessions/benefit period	Copayment applies	40% coinsurance after deductible

OTHER STANDARD PLAN FEATURES	
Preauthorization	Preauthorization is a clinical program in which our nurses work with physicians to approve and monitor certain health care services prior to the delivery of services. The purpose of Preauthorization is to ensure all members receive medically appropriate treatment to meet their individual needs.
Disease Management	Disease Management Programs are a collaborative process that assess the health needs of a member with a chronic condition and provides education, counseling and on-demand information designed to increase a member's self-management of his/her diabetes, asthma, heart disease, and/or depression.
Nurse Line	Nurse Line is staffed 24 hours a day, 7 days a week by experienced Registered Nurses to provide information and support for any health-related concern. Call 800-452-BLUE.
Member Health Works SM Personal Profile	Answer questions about yourself and the way you live and, based on the answers you provide, you will receive customized recommendations for your health situation. Support is available to follow through on these recommendations and to make positive health changes.
mycapbluecross.com	Members register for on-line access to their personal account to check claim status, compare hospital quality and treatment costs, print temporary proof of coverage, read the SimplyWell SM member newsletter, view explanation of benefits, and much more.

STANDARD BENEFIT EXCLUSIONS. The following list highlights some standard benefit exclusions. It is NOT intended to be a complete list or a complete description of all categories of benefit exclusions.
Cosmetic procedures – Acupuncture – Routine foot care; or support devices of the feet – Eyeglasses, contact lenses, or vision examinations for prescribing or fitting eyeglasses or contact lenses – Corneal surgery and other procedures to correct refractive errors – Prescription and over-the-counter drugs dispensed by a pharmacy or home health care agency provider – Hearing aids or examinations for the prescription or fitting of hearing aids – All dental services rendered after stabilization of a member in an emergency following an accidental injury – Treatment of obesity, except for surgical treatment of morbid obesity – Any treatment leading or relating to or in connection with assisted fertilization, including donor services – Certain non-neonatal circumcisions – Private duty nursing services - Procedures to reverse sterilization

THIS IS NOT A CONTRACT. This information highlights some of the benefits available through this program and is NOT intended to be a complete list or complete description of available services. Refer to your Certificate of Coverage for benefit details.

Inpatient admissions as well as certain other services and equipment may require preauthorization.

Participating providers agree to accept our allowance as payment in full—often less than their normal charge.

If you visit a non-participating provider, you are responsible for paying the deductible, coinsurance and the difference between the non-participating provider's charges and the allowable amount. Non-Participating Providers may balance bill the member. Some non-participating facility providers are not covered.

For more information or to locate a participating provider, visit www.capbluecross.com.

Refer to your Certificate of Coverage or contact your employer for the applicable benefit period.

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01/01/2011

Large Group – PPO-HCR
(10/1/2010)