

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
BOROUGH OF WEST CHESTER
AND
BROTHERHOOD OF WEST CHESTER POLICE
2019-2023**

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AGREEMENT

THIS AGREEMENT, made by and between the BOROUGH OF WEST CHESTER, a duly created political subdivision of the Commonwealth of Pennsylvania (hereinafter referred to as “Borough” or “Borough of West Chester”) and the BROTHERHOOD OF WEST CHESTER POLICE (hereinafter referred to as the “Brotherhood”), the duly authorized bargaining agent for the Police Officers of the Borough of West Chester designated in Paragraph 2 of this Agreement.

BACKGROUND

In previous years, there have been both Collective Bargaining Agreements between the Police and the Borough and also arbitrators’ awards governing wages, hours and working conditions for the Police. The Police and the Borough have been engaged in Collective Bargaining pursuant to the provisions of the Act of June 24, 1968, P.L. 237, No. 111 as amended (the “Act”), and have reached an Agreement between the respective parties concerning the terms and conditions of employment by the Borough of the members of the Police with rank not above that of Sergeant. The following Agreement is intended to set forth in writing the terms and conditions of such employment, and is further intended to encompass all prior agreements made between the parties including all amendments, changes, additions and deletions thereto and all arbitration awards.

NOW, THEREFORE, in consideration of the mutual covenants and promises as herein contained, and intending to be legally bound hereby, the parties agree as follows:

1. **DURATION.** This Agreement shall be effective January 1, 2019 through and including December 31, 2023.

2. **BARGAINING UNIT.** For purposes of this Agreement, the Bargaining Unit shall include those sworn members of the Police Department of the Borough in the ranks of Sergeant, Corporal, and Patrolman (hereinafter individually referred to as “Police Officer” and collectively referred to as “Police Officers”).

3. **SALARIES.**

A. The base salaries for Police Officers for calendar years through and including 2018 are set forth in Exhibit “A” which is attached hereto and incorporated herein (hereinafter referred to as the “Base Salary Schedule 2019-2023”). The base salaries set forth in the Base Salary Schedule 2019-2023 represent the base salary payable by the Borough to each of the above named Police Officers for the period of January 1 through December 31 of each calendar year referenced in the Base Salary Schedule 2019-2023. The base hourly rate for purposes of overtime calculation shall be calculated on the basis of a 2080-hour work year, and the base hourly rate for each Police Officer shall be calculated by dividing the sum of Police Officer’s annual salary and any applicable longevity pay, if any, by 2080 hours (the “base rate”).

B. The starting salaries for calendar years 2019 through and including 2023 for Police Officers hired by the Borough who have previous experience as full-time police officers, as hereafter defined, are set forth in Exhibit “A” under the “Experience” section. A full-time police officer with previous experience for purposes of this paragraph is a police officer who has worked as a full time police officer for the Commonwealth of Pennsylvania, any political subdivision thereof, or any other state or political subdivision thereof within two (2) years of the date of application for employment as a full time Police Officer for the Borough. Except as otherwise set forth hereinafter, the salaries of Police Officers hired in accordance with this paragraph shall be increased in accordance with the salary schedule and experience level established in Exhibit “A”. Calculation of the salary increase shall be made by using the experience level with which the Police Officer commenced his or her employment with the Borough as his or her base level. For example, a Police Officer who was hired under the guidelines of this paragraph with Act 120 Training or after six (6) months experience as a full-time police officer with the Commonwealth of Pennsylvania, would be eligible to receive a salary increase after serving an additional six (6) months with the Police Department of the Borough of West Chester. Notwithstanding the foregoing, except as provided in subparagraph 3.C below, any Police Officer with previous experience as full-time police officer as set forth above who is hired by the Borough during the term of this Agreement shall not be eligible for the Patrolman salary as set forth in paragraph 3.A hereof until he or she has served two (2) years with the Police Department of the Borough of West Chester.

C. A Police Officer who has worked as a full-time Police Officer with the Borough for a period of more than thirty-six (36) months and is rehired by the Borough within three (3) years of the date of his or her resignation shall be paid in accordance with the salary established for “Patrolmen (after three [3] years)” as set forth in subparagraph 3.A above, except as hereinafter provided. In addition, a Police Officer who has worked as a full-time Police Officer with the Borough for a period of more than thirty-six (36) months and is rehired by the Borough within five (5) years of the date of his or her resignation shall be paid in accordance with the salary established for “Patrolmen (after three [3] years)” as set forth in subparagraph 3.A above, provided that the Police Officer has been continuously employed as a full-time police officer with the Commonwealth of Pennsylvania or any political subdivision thereof.

D. A former Police Officer of the Borough who is rehired shall receive longevity benefits in accordance with his or her total years of service as a Police Officer with the Borough as calculated by this Agreement. In addition, any Police Officer hired in accordance with this Agreement, other than a former Police Officer of the Borough, shall receive no longevity benefits at the commencement of his or her employment.

E. Any Police Officer rehired under the provisions of this paragraph shall not be entitled to any seniority which he or she may previously have obtained. It is expressly understood and agreed that any Police Officer rehired under the provisions of this paragraph shall be entitled to seniority based on the date of rehire.

4. SHIFTS AND OVERTIME.

A. The Borough currently maintains assignments which schedules a Police Officer to an eight (8), ten (10) and/or twelve (12) hour shift, depending on the assignment (e.g. Patrol works a twelve (12) hour shift, Squad 1/Community Policing works a ten (10) hour shift and Detectives work eight (8) hour shifts).

(1) There shall be no unilateral change in the existing shift schedule. In the event the Borough seeks a change in the existing schedule, it shall be required to notify the Bargaining Unit of its desire, which specification of the manner in which the schedule would be changed. The Borough and the Bargaining Unit shall then meet and discuss the proposed changes.

(2) If the Borough and the Brotherhood are unable to agree, the matter may proceed to an Act 111 Interest Arbitration. The Borough shall demonstrate how the public safety needs of the Borough require any proposed change(s) to the existing schedule and that there is just cause for the changes proposed. Should the arbitration panel determine that any of the proposed changes shall be permitted, it shall also determine the impact of such changes upon the existing terms and conditions of employment and make such benefit changes as it deems appropriate in light of the change in the schedule(s) of members of the Bargaining Unit.

(3) This section in no way affects the Borough's discretion as it relates to the assignment of Police Officers to particular positions that already exist and hours of work presently applicable to that position, e.g., if a Patrolman working a twelve (12) hour shift is assigned to Detective Unit, then the Police Officer will work the eight (8) hour shift of a Detective.

B. The Borough shall pay a Police Officer one and one-half (1½) times the base rate, as set forth above, for the following reasons:

(1) Any hours worked over the Police Officer's scheduled daily shift;

(2) Any hours worked over the Police Officer's scheduled work week;

(3) Any hours worked by a Police Officer on holidays classified as "festive";

(4) Any hours worked by a Police Officer on voluntary special assignments (e.g. basketball games and the like).

C. The Borough shall pay a Police Officer two (2) times the Police Officer's base rate for hours worked over the Police Officer's scheduled shift on any holiday, both festive and otherwise.

D. The Borough shall pay a Police Officer a minimum of two (2) hours for required, not voluntary, overtime that is non-contiguous to a Police Officer's scheduled shift. A Police Officer shall not be entitled to pyramiding in the calculation or entitlement of the payment of overtime required by this paragraph 4.D.

5. COURT TIME COMPENSATION. Police Officers required to appear in Court outside their work schedule shall be compensated in the minimum amount of two (2) hours of overtime pay calculated on the basis of the Police Officer's base rate. If a Police Officer is required to appear in Court outside his or her work schedule twice on the same day and provided that the required court appearances are more than three (3) hours apart, the Police Officer will be entitled to be compensated in the manner noted above. In addition, Police Officers shall receive witness fees, if any are so paid. Each Police Officer is required to sign a court slip indicating time spent in court before any such payment will be made.

6. LONGEVITY PAY. Each Police Officer shall receive additional pay for longevity to be calculated as follows:

A. Two percent (2%) of the base pay after completion of five (5) years of service, and an additional one percent (1%) for every two (2) years of completed service thereafter up to a total maximum of twelve percent (12%) after twenty-five (25) years of service; provided, however, that for Police Officers hired on or after January 1, 2019, the maximum shall be nine percent (9%).

B. Longevity payments shall be calculated by using the previous year's salary of the Police Officer.

7. ON CALL TIME. Each Police Officer assigned to the Borough Police Criminal Investigation Division (the maximum number of Police Officers eligible to receive on call compensation shall be six (6) during any calendar year) shall receive overtime compensation at the rate of Six Hundred Dollars (\$600.00) per calendar year, pro-rated for the period during that year when the Police Officer actually worked in the Criminal Investigation Division based on a fraction, the denominator of which shall be the number of days in the year and the numerator of which shall be the number of days actually worked by the Police Officer in the Criminal Investigation Division during that year. Payment of the amount due shall be made each year by means of a check which shall be delivered to the Police Officer during the first pay period in December of each year for hours spent on call during that year. In addition to the foregoing, each Police Officer on call shall receive time and one-half overtime pay for time spent on call out occurrences during non-scheduled hours; provided that a Police Officer shall receive a minimum time and one-half overtime pay of three (3) hours for any call out occurrence which does not occur during scheduled hours. If a Police Officer on call is called out for a second time during non-scheduled hours at a time which is more than three (3) hours after the conclusion of the first call out occurrence, the Police Officer shall receive time and one-half overtime pay for time spent on the second call out occurrence during non-scheduled hours; provided that a Police Officer shall receive a minimum time and one-

half overtime pay of three (3) hours for the second call out occurrence which does not occur during scheduled hours.

8. NON-UNIFORM CLOTHING ALLOWANCE. The Borough shall pay Police Officers assigned to non-uniformed duties an annual clothing allowance of Six Hundred Dollars (\$600.00) per year for each calendar year of this Agreement and an annual shoe allowance of One Hundred Ten Dollars (\$110.00) per year for each calendar year of this Agreement. The annual sums shall be prorated to compensate such Police Officer for the actual number of days the Police Officer worked in plain clothes. Payments shall be made in June and December of each year after the Chief of Police has submitted a written request for payment to the Borough Manager. Police Officers regularly assigned to non-uniform duties shall not be entitled to the uniform maintenance allowance for uniform officers set forth in paragraph 9 hereafter.

9. UNIFORM MAINTENANCE ALLOWANCE FOR UNIFORMED OFFICERS ONLY. The Borough shall pay to each uniformed Police Officer required to work in uniform an annual sum of Three Hundred Dollars (\$300.00) for each calendar year of this Agreement and an annual shoe allowance of One Hundred Ten Dollars (\$110.00) per year for each calendar year of this Agreement. The annual sums shall be prorated for the number of days actually worked in uniform. Payment shall be made in June and December of each year after the Chief of Police submits a written request to the Borough Manager therefor.

10. VACATION SCHEDULE.

A. Each Police Officer shall receive a vacation based upon the following schedule:

<u>YEARS OF SERVICE</u>	<u>VACATION</u>
Over one (1) year through five (5) years.....	Two (2) weeks
Over five (5) years through ten (10) years	Three (3) weeks
Over ten (10) years through fourteen (14) years	Four (4) weeks
Over fourteen (14) years	Five (5) weeks

Vacation is earned in accordance with time and service.

Vacation taken in week blocks shall include every consecutive work day from the beginning to the end of the work week for the individual Police Officer regardless of the actual number of work days in the individual Police Officer's work week. Vacation which is not taken in week blocks will be granted in shifts, and in this event and for this

purpose, a vacation week shall equal one-half the number of normally scheduled shifts worked in the individual Police Officer's normal two (2) week period.

B. All requests by a Police Officer for vacation shall be submitted in writing. Requests for vacation must be submitted at least thirty (30) days in advance, and in such cases, the Borough shall respond to such request within fourteen (14) days thereof. In such cases where vacations are requested more than ninety (90) days in advance, the Borough shall respond to such request within thirty (30) days thereof.

C. Police Officers shall be permitted to carry over two (2) weeks' vacation time, or its equivalent, to the following calendar year, provided that they notify their supervisor in writing on or before December 1 of any year of his or her intention to do so.

D. Police Officers who have reached twelve (12) years of service or more may accumulate up to a total of four (4) weeks' vacation time to be used at the time of retirement. If such Police Officer intends to bank vacation time for retirement, he shall notify the Chief of Police in writing on or before December 1 in any year of his or her intention to do so. Vacation may only be banked in week increments or their equivalent.

E. Police Officers may choose to have the Borough buy back up to up to two (2) weeks of vacation time. Officer's must provide notice between October 1 and December 1 of their intent to have the Borough buy back vacation time. Vacation time buy backs shall be in one (1) week increments. Payment for the purchased vacation time shall be made by the Borough to the Police Officer in the first pay period of the new calendar year, at a rate equal to the officer's current rate of base pay in the new calendar year.

11. HOSPITALIZATION AND MEDICAL BENEFITS.

A. The Borough shall provide at its expense the United HealthCare medical and prescription plan coverage for each Police Officer and his or her family and dependents as more fully detailed in the Summary Plan Description entitled ASO Choice Plus HSA West Chester Borough Medical Plan. The parties recognize that the Summary Plan Description shall be revised each year as necessary to comply with federal law but shall provide the health care coverage described in this Agreement.

(1) The Plan will be a high deductible plan and include the following provisions:

Deductible	\$2,000 Single/\$4,000 Family
Borough Funds Health Savings Account (HAS)	\$1,500 Single/\$3,000 Family
Out Of Pocket Maximums	\$3,500 Single/\$9,000 Family

Prescription Drug Benefit:

Generic/Formulary Brand	\$5/\$20/\$35 after deductible is met
Mail Order (90 day supply)	\$10/\$40/\$70 after deductible is met

Unlimited Outpatient Rehab Services/
Unlimited Durable Medical Equipment (DME)

(2) Each Police Officer shall be provided with a copy of the medical and prescription Summary Plan Description at such time as he or she is eligible for said plan which is following a 90 day waiting period from date of hire.

(3) Medical coverage only shall continue for each retired Police Officer (a “Retired Officer”) after retirement until such officer qualifies for the federal Medicare program except that the Borough shall not be responsible for providing such coverage if the Retired Officer has such coverage as a result of other employment.

(4) The Borough may also offer alternative medical plan options in addition to the United Health Care Plan. Finally, after consultation and consent by the Brotherhood, which consent shall not be unreasonably withheld, the Borough shall have the right to substitute carriers for medical and prescription, provided such insurance plans provide coverage which is comparable to the coverage required by this Agreement.

B. The survivors of a Police Officer who dies due to service-related causes (a “Deceased Officer”) shall receive medical benefits in the following manner:

(1) As to the spouse of a Deceased Officer, the Borough shall provide medical benefits until the earlier of either the spouse’s death or the spouse’s eligibility for Medicare.

(2) As to the children of a Deceased Officer, the Borough shall provide medical benefits in accordance with federal law which currently would require the Borough to provide medical benefits until age 26.

C. Each Retired Officer shall be permitted to purchase medical coverage for his or her spouse and/or other dependents through the Borough at the group rate provided that the applicable plan allows for such option without a premium increase for the Borough. Each Retired Officer shall also be permitted to purchase other coverage provided to active Police Officers which is not provided by the Retired Officer’s retirement benefits if the applicable plan allows for such option without a premium increase for the Borough. Retired Officers shall be permitted to use their pension to fund the purchase of health insurance as provided by Section 845(a) of the Pension Protection Act of 2006.

D. A Police Officer who has medical coverage through his or her spouse or from any other source may elect at any time to waive the medical/prescription

coverage provided by the Borough in this Agreement by providing a written waiver of such medical coverage to the Borough Manager. A Police Officer may elect to return to the medical coverage provided by the Borough in this Agreement at the annual open enrollment or following a life-event change in which the medical coverage provided through his or her spouse or from any other source is terminated or if as a result of a life change event (such as a marriage or having a child) the Police Officer must obtain health care coverage for a dependent by providing the Borough Manager with a written election to return to the medical coverage provided by the Borough in this Agreement. The written notice shall specify the life event which has occurred to permit the Police Officer to return to coverage or as the insurance carrier may otherwise allow.

E. A Police Officer who waives the medical coverage provided by the Borough in this Agreement for a full calendar year will be entitled to a payment of Nine Thousand Five Hundred Dollars (\$9,500.00) on December 15th of such calendar year. If a Police Officer waives the medical coverage provided by the Borough in this Agreement for a portion of a calendar year, the sum of Nine Thousand Five Hundred Dollars (\$9,500.00) per year will be prorated and paid on December 15th of such calendar year. For example, if a Police Officer waives the medical coverage with two quarters left in the calendar year, the police officer will be entitled to a payment of Four Thousand Two Hundred Fifty Dollars (\$4,250.00) on December 15th of such calendar year.

12. DENTAL INSURANCE. The Borough shall provide to each Police Officer and his or her family and dependents (dependent care to be provided to age nineteen (19) except in the case of a full-time student, in which case dependent care shall be provided to age twenty-three (23)) dental insurance through the Met Life Dental Plan, with coverage as set forth in the Plan. A copy of the Summary Plan Description shall be provided to each Police Officer upon his or her becoming eligible and claim forms shall be available in the Borough Manager's Office. The dental insurance shall provide a maximum of not less than One Thousand Dollars (\$1,000.00) per year per person allowance. Finally, after consultation and consent by the Brotherhood, which consent shall not be unreasonably withheld, the Borough shall have the right to substitute carriers for dental coverage, provided such insurance plans provide coverage which is comparable with the coverage required by this Agreement.

13. LIFE INSURANCE. The Borough shall supply at its cost a life insurance policy in the amount of One Hundred Thousand Dollars (\$100,000.00) with double indemnity for accidental death for each Police Officer. Upon retirement, the Borough, at its expense, shall supply a life insurance policy in the amount of Three Thousand Dollars (\$3,000.00) with double indemnity for accidental death for each qualified Retired Officer.

14. DISABILITY INSURANCE. The Borough shall supply, at its expense, short term disability insurance which shall provide payment up to sixty-six and two-thirds percent (66.67%) of a Police Officer's weekly earnings to a maximum of One Thousand Dollars (\$1000.00) a week for fifty-two (52) weeks after the Police Officer has been unable to work for thirty (30) continuous calendar days due to non-job related sickness

or injury. In addition, the Borough shall provide, at its expense, long term disability insurance which shall provide payment up to sixty -six and two-thirds percent (66.67%) of a Police Officer's monthly earnings to a maximum of Seven Thousand Five Hundred Dollars (\$7,500.00) per month. A copy of the disability insurance plan shall be provided to each Police Officer upon his or her becoming eligible, and claim forms shall be available in the Borough Manager's Office. (See Sick Leave for further information on income resulting from off-duty illness or injury). Finally, after consultation and consent by the Brotherhood, which consent shall not be unreasonably withheld, the Borough shall have the right to substitute carriers for disability insurance, provided such disability insurance plans provide coverage which is comparable with the coverage required by this Agreement. The Borough's sole responsibility with respect to this provision will be to provide the insurance policy through a third party insurance carrier/company, if available. The Parties agree that the Borough will have no administrative control over the policy or control over any determination of the eligibility of any officer or his or her beneficiary for the benefit and that all such decisions will be made solely by the insurance carrier/company. Any decision relating to the eligibility for benefits under the policy shall not be reviewable, or challengeable under or subject to the grievance and arbitration procedure the collective bargaining agreement between the parties, but must be pursued by the officer or his or her beneficiary, as applicable, through the review and appeal procedures provided by the insurance carrier/company.

15. VISION CARE. The Borough, at its expense, shall provide each Police Officer (does not include family) with a vision care plan currently provided by Vision Services Associates of Pittsburgh. Each Police Officer eligible for this plan shall receive a brochure containing instructions on the use of the plan. Finally, after consultation and consent by the Brotherhood, which consent shall not be unreasonably withheld, the Borough shall have the right to substitute carriers for the vision care plan provided such vision care plan provides coverage which is comparable with the coverage required by this Agreement, or otherwise covered by the insurance of a third party obligated or liable therefor.

16. WORKERS' COMPENSATION/HEART AND LUNG BENEFIT.

A. The Borough, at its expense, shall obtain workers' compensation insurance to cover all Police Officers' on duty injuries in accordance with the Workers' Compensation Laws of the Commonwealth of Pennsylvania. The workers' compensation coverage pays all hospital, doctor, dentist, rehabilitation and druggist bills resulting from on duty injuries. Accident reports are available in the Borough Manager's Office. All accident reports must be filed within fifteen (15) days of an accident, and the completion of the report within the required time frame is the injured Police Officer's responsibility. With respect to any temporary work related incapacity, the Borough shall be responsible for paying the difference between the workers' compensation benefits received and the Police Officer's salary as prorated for the time lost. However, as a result of the delay in the issuance of the workers' compensation benefits, the Borough may pay the full amount of the Police Officer's salary, as it becomes due and payable on the express condition that the Police Officer, upon receipt of his or her benefit check, must immediately endorse this check over to the Borough.

B. Heart and Lung Claims. The Borough and Brotherhood shall select a mutually agreeable arbitrator who shall be designated as the hearing officer on claims made by a Police Officer for compensation pursuant to the Heart and Lung Act. The Borough and Brotherhood shall mutually agree on four specified dates in the year for such hearings. The cost of such arbitrator shall be paid for by the Borough.

17. SICK LEAVE.

A. A Police Officer will earn sick leave at the rate of eight (8) hours for each month which such Police Officer is in the full time employ of the Borough regardless of the schedule or shift being worked.

B. Notwithstanding the foregoing, each Police Officer who is absent on account of sick leave for more than three (3) instances of sickness or illness for a period of one (1) to three (3) shifts during any calendar year or for more than three (3) consecutive shifts shall be required, upon request from the Chief of Police or the Borough Manager, to present a doctor's excuse for the sick leave taken. A doctor's excuse shall contain a diagnosis, explanation of the incapacitating nature of the illness, plus a return to work date. The doctor's excuse shall be dated within the period of illness, unless extenuating circumstances prevent a timely submission.

C. Subject to the limitations set forth in this paragraph, sick leave may be used to care for a Police Officer's child if all of the Police Officer's personal days have been exhausted and the Police Officer submits a doctor's note containing a diagnosis of the child's illness and the date on which the child was examined. The doctor's excuse shall be dated within the period of illness, unless extenuating circumstances prevent a timely submission. The use of sick leave to care for a Police Officer's child if all of the Police Officer's personal days have been exhausted shall be limited to three (3) in number during any calendar year.

D. Sick leave may be used in partial increments to combine with disability plan payments. However, sick leave must be utilized exclusively for the first thirty (30) days of any illness. Sick leave is to be used in the reverse order of which it is earned; in other words, last earned is first used.

E. Upon normal or disability retirement, the Borough will purchase the accumulated but unused sick leave of the Police Officer at the then current salary rate for all sick leave time earned but not used in the last thirty-six (36) months of employment.

F. The eligible dependents of a Police Officer who is killed in the line of duty shall be paid the Police Officer's accumulated sick leave at the then current salary rate for all sick leave time earned but not used.

G. A Police Officer may voluntarily loan/borrow accumulated sick leave to/from other Police Officers provided that the Police Chief is notified in writing of such option. A Police Officer may not exercise the option to borrow sick leave time more than three times during their service with the Borough. A Police Officer exercising the option

to borrow sick leave time must have first utilized all accumulated vacation, holiday, personal time and compensatory time.

18. UNIFORMS AND EQUIPMENT. The Borough, at its expense, shall supply all uniforms and necessary equipment to each Police Officer.

19. PERSONAL PROPERTY REIMBURSEMENT. The Borough shall reimburse Police Officers who suffer loss or damage to personal property in the line of duty up to a maximum of One Hundred Dollars (\$100.00) per incident. This dollar limitation shall not apply to prescription glasses and/or personal property which the Borough specifically requires to be worn by Police Officers in the line of duty.

20. LIABILITY COVERAGE. The Borough shall provide, at its expense, reasonable public liability coverage in the minimum amount of One Million Dollars/One Million Dollars (\$1,000,000.00/\$1,000,000.00) including false arrest coverage in the case of damages arising out of the normal course of their employment. The coverage details are available for review in the Borough Manager's Office.

21. LEAVE OF ABSENCE. Requests for unpaid leaves of absence shall be made in writing to the Chief of Police a minimum of thirty (30) days in advance thereof. The granting of leaves of absence shall be consistent with the provisions of the Family and Medical Leave Act and is incorporated herein.

22. BEREAVEMENT LEAVE.

A. Police Officer Working Eight (8) to Ten (10) Hour Shift. If a Police Officer works an eight (8) or ten (10) hour shift, in the event of the death of such Police Officer's spouse, child or children, natural mother or father, the Borough shall grant a leave of up to five (5) scheduled shifts with pay. For example, if such Police Officer is working the 7 p.m. to 7 a.m. shift, a Police Officer is entitled to take that shift off for bereavement leave as one of the aforementioned five shifts. In the event of the death of such Police Officer's mother-in-law, father-in-law, brother or sister, the Borough shall grant a leave of up to three (3) scheduled shifts with pay. In the event of the death of another family member other than those mentioned above, the Borough shall grant a leave of one (1) scheduled shift with pay.

B. Police Officer Working Twelve (12) Hour Shift. If a Police Officer works a twelve (12) hour shift, in the event of the death of a Police Officer's spouse, child or children, natural mother or father, the Borough shall grant a leave of up to four (4) scheduled shifts with pay. For example, if a Police Officer is working the 7 p.m. to 7 a.m. shift, a Police Officer is entitled to take that shift off for bereavement leave as one of the aforementioned four shifts. In the event of the death of a Police Officer's mother-in-law, father-in-law, brother or sister, the Borough shall grant a leave of up to two (2) scheduled shifts with pay. In the event of the death of another family member other than those mentioned above, the Borough shall grant a leave of one (1) scheduled shift with pay.

23. JURY DUTY. A Police Officer who is called for jury duty shall be excused from work for the days which he or she serves, and he or she shall receive his or her regular pay for each shift which he or she otherwise would have worked. In order to obtain reimbursement, the Police Officer shall present to the Borough proof of jury duty, together with proof of the amount of pay received, if any, therefor.

24. MILITARY LEAVE. Military leave shall be governed by the applicable Pennsylvania and Federal statutes pertaining thereto.

25. MATERNITY/CHILDBIRTH LEAVE. Police Officers shall be eligible for maternity/childbirth leave as follows:

A. Police Officers who become pregnant shall be granted maternity/childbirth leave upon request. Paid maternity/childbirth leave shall be granted for only that time when the Police Officer is prevented by disability and/or sickness caused by the maternity and subsequent childbirth from performing the duties of her position and shall be in accordance with the current sick leave policy and disability plan as provided by this Agreement.

B. At least six (6) weeks in advance of the planned leave, the Police Officer shall submit written notification thereof to the Chief of Police. Such leave shall be granted for a period of time not to exceed six (6) months. Upon request of the Police Officer, maternity/childbirth leave may be extended or renewed for a period not to exceed six (6) months. In no case shall the total amount of leave exceed twelve (12) months.

C. In no case shall the Police Officer take maternity/childbirth leave or be required to leave prior to childbirth unless she can no longer satisfactorily perform the duties of her position.

D. Before returning to work from maternity/childbirth leave, the Police Officer shall give the Borough thirty (30) days prior written notice for intention to return to work.

E. Unless otherwise specified herein, all maternity/childbirth leaves shall be without pay or benefits except as required by either federal or state law, and shall otherwise be in conformance with federal or state law.

26. ACTING IN RANK.

A. Any Patrolman who is required to perform the duties of a Sergeant, specifically including, but not limited to heading a squad/shift/platoon, shall be compensated on the basis of a salary equal to one hundred ten percent (110%) of the Patrolman's salary.

B. There shall be no qualification period before compensation is due; however, compensation shall only be due when the Patrolman has acted in rank for at least one (1) full work shift.

C. Corporals, inherent with their rank, are expected to assume the duties of Sergeant when a Sergeant is absent due to training or any other leave specifically authorized by this Agreement, and as a result, are not entitled to additional compensation under the provisions of this paragraph.

D. This paragraph is in no way intended to modify or amend the respective duties of the Borough, the Borough Police Department or the Borough Civil Service Commission relating to provisional appointments as set forth in 53 P.S. §46187.

27. WORKING AS A DISPATCHER. When a Police Officer is assigned to work as a dispatcher on a day when the dispatcher would be entitled to elect either triple time or double time and a day off under the terms of the governing Collective Bargaining Agreement, the Police Officer shall be paid triple time for any hours worked with a minimum of three (3) hours (nine [9] hours pay). This Section shall not apply when a Police Officer is regularly scheduled and performs a de minimis amount of dispatcher work or in an otherwise bona fide emergency situation. De minimis work shall include, but not be limited to, work during a dispatcher's lunch hour, during unexpected sickness or illness during the dispatcher's shift, during restroom breaks or other regular breaks.

28. ELIGIBILITY PERIOD FOR BENEFITS. Each newly hired Police Officer shall be eligible for benefits under the terms of this Agreement after ninety (90) days unless a longer eligibility period is established hereunder. During the initial ninety (90) day period, the newly hired Police Officer shall not be eligible for any benefits including but not limited to uniform maintenance allowance, hospitalization, dental insurance, life insurance, prescription plan, vision care, sick leave, personal days, holidays or vacation.

29. PROBATION PERIOD FOR EMPLOYMENT. Each newly hired Police Officer shall serve a probationary period in accordance with section 5.6 of the Civil Service Rules and Regulations of the Borough or any amendment or revision thereof. Section 5.6 is set forth in its entirety as follows:

Probationary Period.

(a) Every successful applicant to the position of police officer or to a promotional position with the police department shall serve a six (6) month probationary period, except that the probationary period may be extended for an additional six (6) months upon recommendation by the chief of police and approval by the mayor. In such cases where a probationary period is extended, the probationer shall be notified in writing of the extension prior to the expiration date of the initial probationary period with copies of the notice sent to Borough Council, the Commission and the Borough Manager.

(b) For newly hired police officers, the probationary period shall not commence until after the officer has completed training under Act 120.

(c) During the probationary period, a newly hired officer may only be dismissed for cause for the reasons set forth in Sections 3.7 and 6.1 (referencing sections of the Rules and Regulations of the Civil Service Commission). A promoted officer, during probation, may be returned to a prior rank only for cause for the reasons set forth in Sections 3.7 and 6.1 (referencing sections of the Rules and Regulations of the Civil Service Commission); however, at the end of the probationary period, if the conduct of the probationer has not been satisfactory to the chief of police and the mayor, the probationer shall be notified in writing prior to the expiration date of the probationary period that he or she will be terminated at the end of their probationary period for unsatisfactory performance and that the appointment will not be made permanent. Copies of the Mayor's notice of termination to the probationer shall be forwarded to Borough Council, members of the Commission and the Borough Manager.

(d) A probationer terminated by the mayor has the right to appeal the mayor's action to Borough Council with the appeal filed within ten (10) calendar days in the office of the Borough Manager. After an appeal has been properly filed with the Borough Manager, Borough Council shall make a final decision on the probationer's termination status within forty-five (45) days from the date of appeal.

(e) Any officer who is not informed in writing prior to the expiration date of his or her probationary period that their performance has been unsatisfactory, shall receive a permanent appointment to the new position."

30. HOLIDAYS. Each Police Officer shall be entitled to the following scheduled holidays:

- (a) New Year's Day;
- (b) Martin Luther King, Jr. Day;
- (c) Presidents' Day;
- (d) Good Friday;
- (e) Easter Sunday - Festive;
- (f) Memorial Day;
- (g) Fourth of July - Festive;
- (h) Labor Day;
- (i) Columbus Day;
- (j) Thanksgiving Day - Festive;
- (k) Christmas Day - Festive;

In such cases where a Police Officer submits a written request for holiday vacation at least twenty-one (21) days in advance thereof, the Borough shall respond to such request within seven (7) days of the date of the requested holiday vacation.

31. PENSION.

A. The Borough shall continue to provide a Pension Plan pursuant to Act 600 and in accordance with the specific Plan it adopted by Ordinance No. 14-2017, which amended and restated the Pension Plan in its entirety. Copies of all Ordinances

related to the Pension Plan are available in the Office of the Borough Manager. At the request of the Brotherhood, the Borough will agree to re-open this Agreement for the limited purpose of discussing Pension Plan benefit revisions which will not result in any additional cost to the Borough.

B. Each Police Officer shall be required to contribute to the Borough's police Pension Fund an amount equal to not less than five percent (5.0%) of said Officer's total compensation for each applicable calendar year that this Agreement is in effect. In the event that state aid generated by the members of the police department is sufficient to meet the funding requirements of the Pension Plan at some lesser amount than the percentages outlined above, the amounts contributed by the Brotherhood shall be reduced or eliminated.

32. "COMP" TIME. A Police Officer shall be permitted to accrue up to a maximum of eighty (80) hours in "comp" time which may be utilized in accordance with the terms and provisions of the Fair Labor Standards Act. In addition, a Police Officer who has completed at least twelve (12) years of service with the Borough shall be permitted to bank an additional one hundred sixty (160) hours of "comp" time for the purpose of utilization at the time of retirement.

33. SPECIALIZED ASSIGNMENTS. There shall be a standardized policy for specialized assignments which are projected to last more than six (6) months in duration. This policy shall include, but shall not be limited to the "posting" of such position and a description thereof, as well as the date on which the position is expected to be filled. Any Police Officer interested in such position who qualifies with the requirements thereof will be provided an opportunity to apply for the position by filing a written application therefor, and those qualified applicants shall be provided an interview. The Borough shall have the sole authority to appoint the Police Officer who, in its opinion, is the best suited for the particular position.

34. CHANGE TO SHIFT DIFFERENTIAL. In the event the Borough decides to convert to permanent shifts, the Borough consents to reopen this Agreement for the purpose of discussing shift differential.

35. AMENDMENTS TO BOROUGH CODE, CHAPTERS 25 "POLICE DEPARTMENT" AND CHAPTER 26 "POLICE PENSION FUND". The President of the Brotherhood shall be notified in writing by the Borough of any proposed amendments to Chapter 25 "Police Department" and Chapter 31 "Police Pension Fund". Such notice shall be provided within seven (7) days of Borough Council's direction to prepare such Ordinance amendment and to advertise same for adoption.

36. PERSONAL DAYS.

A. A Police Officer shall be entitled to four (4) personal days per calendar year. The personal days are based on a Police Officer being employed for a full calendar year. Accordingly, to the extent that a Police Officer is not employed for a full calendar year, the personal days shall be prorated by calendar quarter, and if there

is a partial entitlement, the minimum shall be one-half (½) day. For purposes of this paragraph, a personal day shall be considered a shift: in other words, if a Police Officer wishes to take a personal day, the Police Officer may take his or her scheduled shift off.

B. If a Police Officer does not use any sick leave (as described and defined in Paragraph 19 of this Agreement) during a calendar year, the Police Officer shall be entitled to one (1) additional personal day in the following calendar year.

C. Police Officers may choose to have the Borough buy back up to up to two (2) personal days. Officer's must provide notice between October 1 and December 1 of their intent to have the Borough buy back personal days. Payment for the purchased personal days shall be made by the Borough to the Police Officer in the first pay period of the new calendar year, at a rate equal to the officer's current rate of base pay in the new calendar year.

37. GRIEVANCE AND ARBITRATION PROCEDURE.

A. Definitions.

(1) Aggrieved Party. The Brotherhood or a member of the Brotherhood.

(2) Chief of Police. The Chief of Police of the Police Department of the Borough of West Chester or the individual acting in such capacity.

(3) Mayor. The Mayor of the Borough of West Chester.

(4) Borough Manager. The Borough Manager of the Borough of West Chester.

(5) Grievance. A dispute between an Aggrieved Party and the Borough relating to the application or interpretation of this Agreement, terms and conditions of employment and matters of discipline. For all matters of discipline for which an appeal process is established in the Rules and Regulations of the Borough's Civil Service Commission, this Grievance procedure or the appeal process as defined in the Rules and Regulations of the Borough's Civil Service Commission shall be the sole remedy for mediating the dispute.

(6) Day. A span of twenty-four (24) hours, from midnight to midnight. If the final day of any time limit set forth in this Grievance procedure falls on a Saturday, Sunday or Borough holiday, the time limit shall be automatically extended to Monday or the day following the Borough holiday, respectively.

B. Procedure.

(1) Step I. Aggrieved Party shall discuss the Grievance verbally with the Chief of Police within ten (10) days of the occurrence of the Grievance or knowledge of the occurrence of the Grievance. The Aggrieved Party may be

accompanied by a member of the Brotherhood if he or she so chooses. If the Grievance is settled in the Step I process, the settlement shall be confirmed in writing by the Borough Manager and acknowledged by the Aggrieved Party.

(2) Step II. If the Grievance is not settled in the Step I process.

(a) The Aggrieved Party shall submit a written explanation of the Grievance to the Chief of Police and the Borough Manager within seven (7) days after the completion of Step I, which completion shall be the earlier of the non- resolution of the Grievance within the Step I ten (10) day period or the expiration of the ten (10) day period without resolution thereof.

(b) The Chief of Police shall provide the Aggrieved Party, the Brotherhood, the Mayor and the Borough Manager with his or her written decision within seven (7) days after the receipt of the Aggrieved Party's written explanation of the Grievance as required by Step II (a).

(3) Step III. If the Grievance is not settled in the Step II process:

(a) The Aggrieved Party shall submit a written appeal to the Mayor with copies to the Chief of Police and the Borough Manager within seven (7) days after the Aggrieved Party's receipt of the Chief of Police's decision required by Step II (b).

(b) The Mayor shall provide a written response to the Aggrieved Party with copies to the Chief of Police and the Borough Manager within seven (7) days after receipt of the written appeal of the Aggrieved Party as required by Step III (a).

(4) Step IV. If the Grievance is not settled in the Step III process:

(a) The Aggrieved Party shall provide the Mayor, the Chief of Police and the Borough Manager with written notice of his or her intent to present the Grievance to Arbitration, which written notice must be signed by the Brotherhood and the Aggrieved Party. The written notice of intent to present the Grievance to arbitration shall be provided to the Mayor, the Borough Manager and the Chief of Police. Within fourteen (14) days after the receipt of Mayor's response required by Step III (b).

(b) Within fourteen (14) days after the receipt of the Mayor's response required by Step III (b), the Aggrieved Party shall provide written notice to the American Arbitration Association with copies to the Mayor, the Borough Manager and the Chief of Police of his or her intent to arbitrate the Grievance.

C. Resolution.

(1) The time limits set forth in the Grievance procedure may be extended by mutual written agreement of the Borough, by and through the Borough Manager and the Aggrieved Party. However, should either the Borough or the Aggrieved Party fail to comply with any of the time limits set forth in this Grievance procedure, unless such time limits have been mutually extended, the Grievance shall be deemed resolved in favor of the complying party and shall not be subject to further discussion or appeal. Any resolution of a dispute by a mutual written agreement of the Borough and the Aggrieved Party shall be final and binding on the Aggrieved Party, the Brotherhood and the Borough.

D. Arbitrator.

(1) The jurisdiction of the arbitrator shall be limited to a determination of the facts and the interpretation and application of the specific provisions of the collective bargaining Agreement at issue. The arbitrator shall be bound by the provisions of the collective bargaining agreement and shall have no authority to add to, subtract from, amend or modify any of its provisions or to rule upon wage increases as set forth in the agreement or management prerogatives.

(2) The arbitrator shall render his or her decision within thirty (30) calendar days of the close of the hearing unless the time is extended by mutual agreement of the parties thereto. Any award of back pay for discharge shall be at the Aggrieved Party's applicable straight time rate less unemployment insurance collected.

(3) Only a Grievance which has been prosecuted through the Grievance procedure set forth herein may be submitted to an arbitrator. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

E. Miscellaneous. The compensation and expenses of the arbitrator appointed by the American Arbitration Association shall be borne equally by the parties.

38. QUESTIONS ARISING FROM BROTHERHOOD MEETING. If the Chief of Police, Mayor or other representative of the Borough of West Chester desires to question or interrogate any member of the Brotherhood as to what transpired at a Brotherhood meeting, then, prior to such questioning, the Chief of Police, Mayor or other representatives of the Borough of West Chester shall first contact the President of the Brotherhood to inform him/her of that fact and to afford him/her a reasonable opportunity to object to such questioning and also give to him/her the opportunity to be present at any such questioning, if the person to be questioned so desires. Reasonable opportunity to object shall be defined as not less than three (3) working days, excluding weekends and holidays.

39. CONDUCT OF UNION BUSINESS. Police Officers who are members of the Brotherhood "negotiating team" (not to exceed three [3] Police Officers) shall be permitted to spend up to four (4) hours per Police Officer per month during any regularly scheduled shift for the purpose of negotiations relating to the Collective Bargaining

Agreement. In addition, the President of the Brotherhood or his or her designee shall be permitted up to a collective total of twenty-four (24) hours per year during regular shifts to conduct Brotherhood business. In all of the above situations reasonable notice must be provided to an immediate supervisor in advance detailing the date desired and the amount of time intended to be spent, and the approval of such request shall not be unreasonably withheld. The use of time to conduct Brotherhood business shall not generate overtime compensation for President or his/her designee.

40. WELLNESS INCENTIVE PROGRAM. The Borough and the Brotherhood have mutually agreed to establish a voluntary wellness incentive program for police officers (the “Voluntary Wellness Program”). The purpose of the Voluntary Wellness Program is to provide a financial incentive for Police Officers to maintain their physical, mental and emotional wellness (the “Wellness Incentive”).

A. The Borough will set aside a fixed sum of money on an annual basis to be used to pay one or more Wellness Incentive to the police officers (“Wellness Budget”). The Borough shall set aside a total sum of \$20,000 to be used for this purpose in 2019. In every successive year of this Collective Bargaining Agreement, the value of the Wellness Budget shall increase by three percent (3%) annually. The aggregate Wellness Incentive earned by members of the Brotherhood shall not exceed the Wellness Budget established for that year.

B. The Borough and the Brotherhood will establish a wellness committee (“Wellness Committee”) which shall be comprised of two members of police administration, two members of the Brotherhood, and up to one additional person to be mutually agreed upon between police administration and the Brotherhood.

C. Once formed, the Wellness Committee shall be tasked with establishing a system by which members of the Brotherhood can earn a Wellness Incentive for engaging in activities that promote their health and wellness (“Wellness-Related Activities”).

D. All Wellness-Related Activities must be pre-approved by the Wellness Committee before any Wellness Incentive will be awarded in connection with an officer’s completing or passing same. By way of example, Wellness-Related Activities may include, without limitation:

- Receiving an annual physical checkup by a family physician
- Attending a wellness seminar
- Passing a physical fitness examination
- Attending critical incident stress training

E. In 2019, each member of the Brotherhood will be eligible to receive a Wellness Incentive of up to \$100 for participating in each Wellness-Related Activity to completion or passage, up to a maximum payment per member of up to \$600. In every successive year of this Collective Bargaining Agreement, the maximum value of each

individual Wellness Incentive, and the maximum payment per member for multiple Wellness Incentives, shall increase by three percent (3%) annually.

For example, if an officer completes an annual physical checkup and attends a critical incident stress training, that officer would earn up to \$200 in Wellness Incentive. If an officer passes a bi-annual physical fitness examination (which has been approved as a Wellness-Related Activity), the officer would earn up to \$100 in Wellness Incentive. However, if an officer participates in an approved physical fitness examination but does not pass it, the officer would not earn any Wellness Incentive for participating.

To the extent that the aggregate maximum value of Wellness Incentives for a given year exceed the Wellness Budget, all Wellness Incentives shall be earned and paid out based on a pro-rata share of the Wellness Budget.

F. The Wellness Committee shall be responsible for creating and maintaining records of which members of the Brotherhood participated in which Wellness-Related Activities. The Committee shall make a report to the Chief of Police on or before November 15 of every calendar year during the term which includes, without limitation, the following information:

- The name of each Police Officer who participated in Wellness-Related Activities during the prior twelve months,
- For each identified Police Officer, the specific Wellness-Related Activities completed by such Police Officer,
- For each identified Police Officer, the maximum value of Wellness Incentive to which such member could be entitled,
- For each identified Police Officer, the actual value of Wellness Incentive to which such member is entitled (after ensuring that the aggregate value of Wellness Incentives do not exceed the Wellness Budget).

The Chief of Police shall provide such report to the Borough. During each year of the term of this Collective Bargaining Agreement, the Borough shall issue all appropriate payments of Wellness Incentive to each member during the first pay period in December from the Wellness Budget.

G. Each Police Officer who participates in Wellness-Related Activities in connection with the Voluntary Wellness Program has been advised by the Brotherhood and hereby agrees that: (i) his/her participation is completely voluntary; (ii) any training or participation is done by the officer of his or her own volition and on his or her own time; (iii) an officer's training for and participation in any physical fitness program or Wellness-Related Activity in connection with this Voluntary Wellness Program will not serve as the basis for any workers' compensation injury claim; and (iv) the Brotherhood's execution of this Agreement shall serve as a release of any claims against the Borough or any agents or assigns thereof related in any way to the existence of the Voluntary Wellness Program or any activities in which the Police Officer engaged in connection therewith.

41. BILL OF RIGHTS. The following rights shall be provided to a Police Officer by the Borough under the following circumstances:

A. When an anonymous complaint is made to the Borough against a Police Officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.

B. When any citizen complaint is filed with the Borough greater than six (6) months after the date of the alleged event complained of, which, if true could not lead to a criminal charge, the Police Officer shall be notified orally or in writing by his or her superior of such complaint, such complaint shall be classified as unfounded, and the accused Police Officer shall not be required to submit a written report addressing the complaint.

C. If an interrogated Police Officer provides a written statement to the Borough, or if a transcript is taken of the interrogation of a Police Officer by the Borough, or if a mechanical record is made of the interrogation of a Police Officer by the Borough, a copy thereof shall be given to the Police Officer, without cost, upon the request of such Police Officer.

D. If a Police Officer is likely to be placed under arrest by the Borough as a result of an interrogation, the Police Officer shall be completely informed of all his or her rights prior to the commencement of the interrogation.

E. At the request of any Police Officer under interrogation by the Borough, the Police Officer shall have the right to be represented by counsel of the Police Officer's choice. A Brotherhood representative shall be present at all times during the interrogation by the Borough unless the Police Officer otherwise requests. If a request for representation is made by a Police Officer under interrogation by the Borough, the interrogation shall be suspended for a reasonable time until representation is obtained.

42. EARLY RETIREMENT. In the event that a Police Officer retires after twenty (20) years of service, such Police Officer shall receive all retirement benefits provided for normal retirement (superannuation), including post-retirement medical benefits.

43. RETIREMENT INCENTIVE.

A. A Police Officer who retires with twenty (20) or more years of service shall receive a payment into a Health Reimbursement Account ("HRA") in accordance with Subsection 43B. Each Retired Officer's HRA shall be used by such Retired Officer and such Retired Officer's dependents for eligible health care expenses after such Retired Officer's retirement. In order to be eligible for the HRA payments, a Retired Officer must make his or her retirement election by providing the Borough with ninety (90) days advance notice and retire with an effective date between January 1 and July 1st in the applicable calendar year.

B. Early retirement payments to a Retired Officer shall be made into such Retired Officer's HRA as follows:

(1) Six Thousand Dollars (\$6,000.00) in each of the five (5) calendar years following such Police Officer's retirement if such Police Officer retires between 1464 days and 1829 days before his or her superannuation date;

(2) Five Thousand Four Hundred Dollars (\$5,400.00) in each of the five (5) calendar years following such Police Officer's retirement if such Police Officer retires between 1098 days and 1463 days before his or her superannuation date;

(3) Five Thousand Dollars (\$5,000.00) in each of the five (5) calendar years following such Police Officer's retirement if such Police Officer retires between 732 days and 1097 days before his or her superannuation date;

(4) Four Thousand Six Hundred Dollars (\$4,600.00) in each of the five (5) calendar years following such Police Officer's retirement if such Police Officer retires between 366 days and 731 days before his or her superannuation date;

(5) Three Thousand Six Hundred Dollars (\$3,600.00) in each of the five (5) calendar years following such Police Officer's retirement if such Police Officer retires between 365 days and 1 day before his or her superannuation date; or

(6) Three Thousand Dollars (\$3,000.00) in each of the five (5) calendar years following such Police Officer's retirement if such Police Officer retires between such Police Officer's superannuation date and 180 days after his or her superannuation date.

44. PAST PRACTICE. It is mutually understood and agreed between the parties that no past practices or prior understandings, other than those set forth in this Agreement, shall be the basis of any claim by the Police against the Borough.

45. POSTING OF ANNUAL SHIFT ASSIGNMENT. The Borough shall post the initial annual shift assignment ("Schedule") no later than the second Monday of November each year for the subsequent calendar year. Officers will then have fifteen (15) days in which to request revisions to the Schedule. Officer requests shall be in a form required by the Chief of Police. Upon the close of the fifteen (15) day period for Officers to request revisions to the Schedule, the Chief of Police shall review and act upon the requested modifications by the Officer(s) within ten (10) days. The Chief of Police retains the sole authority to approve or deny any requested Schedule modification request(s). The Chief of Police shall post the final Schedule at the completion of the review period.

46. PAID TOWN WATCH. Throughout the duration of the term of this Agreement, the Borough may continue to contract with a private professional security service, whether with ELPS or any other individual, firm or entity that the Borough in its discretion chooses to contract with for private professional paid town watch services

(the “Security Firm”). The services to be provided by the Security Firm shall be limited to the following services: (i) providing unarmed uniformed paid town watch services in and around the West Chester Borough neighborhood centered on S. Walnut Street but bordered by the following streets; Rosedale Avenue, S. Matlack Street, High Street and Barnard Street (which area is depicted on a map which is attached hereto as Exhibit B and incorporated herein by reference); and (ii) observing and reporting violations of laws and ordinances and suspicious activity which occur in the designated patrol area to the Police. The services provided by the Security Firm may only be provided by a maximum of four employees of the Security Firm and shall be limited to Thursdays, Fridays and Saturdays. If the Borough enters a Paid Town Watch Agreement with a Security Firm, it shall include such limited duties in any agreements that the Borough may enter with a Security Firm.

47. SEVERABILITY. In the event that any one or more of the provisions of this Agreement or their application to any person or circumstance shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

48. COPY OF AGREEMENT. A copy of this Agreement shall be provided by the Borough to members of the Bargaining Unit as defined herein.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2019.

ATTEST:

BOROUGH OF WEST CHESTER

Michael Perrone, Manager

Diane LeBold, President

ATTEST:

**BROTHERHOOD OF WEST CHESTER
POLICE**

Printed Name

Printed Name

**EXHIBIT A
SALARY SCHEDULE**

Position	2019	2020	2021	2022	2023
Starting	61,413	64,023	66,744	69,581	72,364
Patrolman - 6 months and/or Act 120	61,413	64,023	66,744	69,581	72,364
Patrolman - after 1 year	68,731	71,652	74,698	77,872	80,987
Patrolman - after 2 years	76,050	79,283	82,652	86,165	89,611
Patrolman - after 3 years	83,369	86,912	90,605	94,456	98,234
Patrolman - after 4 years	90,688	94,542	98,560	102,749	106,859
Patrolman - after 5 years	98,006	102,171	106,513	111,040	115,482
Corporal	100,295	104,557	109,001	113,634	118,179
Corporal - after 1 year	101,955	106,288	110,805	115,514	120,135
Corporal - after 2 years	103,591	107,994	112,584	117,368	122,063
Sergeant	104,304	108,737	113,358	118,176	122,903
Sergeant - after 1 year	106,778	111,316	116,047	120,979	125,818
Sergeant - after 2 years	109,179	113,819	118,656	123,699	128,647

EXHIBIT B
PAID TOWN WATCH BOUNDARY MAP
(highlighted area)

