Conewago Township Adams County, Pennsylvania

COLLECTIVE BARGAINING AGREEMENT

THE TOWNSHIP OF CONEWAG0

of

ADAMS COUNTY, PENNSYLVANIA

-AND-

CONEWAGO TOWNSHIP
POLICE OFFICERS' ASSOCIATION

of

HANOVER, PENNSYLVANIA

January 1, 2022 - December 31, 2025

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PREAMBLE

This Agreement entered into by Conewago Township (hereinafter referred to as the "Township") and the Conewago Township Police Officers' Association (hereinafter referred to as the "Association") has as its purpose the promotion of harmonious relations between the Township and the Association; for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment pursuant to Act 111 of the Commonwealth of Pennsylvania (Act of June 24, 1986, P.L. 237 No. 111, Section 1, et seq.).

ARTICLE 1
RECOGNITION AND BARGAINING UNIT

Section 1

The Township recognizes the Association as the sole and exclusive bargaining representative for all full-time Police Officers of the Conewago Township Police Department, exclusive of managerial employees including the Chief of Police, as originally certified on May 3, 1985 by the Pennsylvania Labor Relations Board (PLRB), in Case No. PF-R85041-E; and as further clarified by an Amendment issued by the PLRB in Case No. PF-U-89-88-E.

Section 2. Dues

Upon receipt of a written authorization signed by an Employee within the bargaining unit, Township shall deduct an amount of money, certified by the Association as being the regular membership dues of the Association, from such Employee's weekly paycheck, for the benefit of the Association. Employees who do not wish to join the Association may make voluntary monetary contributions to the Association via paycheck deductions by providing a written authorization to Township. On the last business day of each month, Township shall provide a check of any such deducted monies for that month to the Association. All authorizations for deductions under this Article may be revoked by the Employee upon giving written notice to Township.

Section 3. Indemnification

The Association shall indemnify and hold the Township harmless against any and all claims, suits, orders, or judgements brought or issued against the Township as a result of action taken or not taken by the Township under Sections 2 of this Article.

ARTICLE 2
DURATION OF AGREEMENT / CONTRACT TERM

The term of this Agreement shall be effective for a term of four (4) years, from January 1, 2022 through December 31, 2025.

ARTICLE 3
PERFORMANCE OF DUTIES/NO STRIKE PLEDGE

Section 1. Performance of Duties

The Association and its member recognize that public safety is paramount to the purpose of the Police Department and therefore agree that they will not engage in action that would affect the proper performance, scheduling and operations of the Police Department.

Section 2. No Strike

Neither the Association nor any employees shall engage in any strike, sympathy strike, work stoppage, walk out, slow down, sit-in, collective refusal to work overtime, cessation or stoppage or interruption of work, boycott, refusal to cross a picket line, or other interference with the operations of the Township, no shall they prevent or attempt to prevent the access of any person to the Township's facilities for any reason whatsoever, or interfere or attempt to interfere with the Township's provision of services to its residents during the life of this agreement.

Section 3. No Lockout

The Township shall not lock out members of the bargaining unit for the duration of this Agreement.

Section 4. Remedies

When any employee engages in activity prohibited by this Article, the Township may resort to courts of competent jurisdiction or the Grievance Procedure set forth in Article 41. The right of the Township to seek injunctive relief in Court against any action in breach of this Article without prior submission to the Grievance and Arbitration Procedure of Article 41 is expressly authorized by the Association.

ARTICLE 4
ASSOCIATION REPRESENTATIVES

The Association shall appoint one (1) of its members to act as liaison between the Association and the Township. Such representative shall have the right to represent the Association with regard to any grievance filed by the Association, and shall be the person who shall transmit information to the Township on behalf of the Association, or receive information for the Association from the Township. The foregoing shall not preclude the Township or the Association from engaging and being represented by legal counsel on account of any reason.

Wherever an officer, who is the subject of a criminal or administrative investigation or inquiry, is to be interviewed or otherwise questioned concerning such matters, such officer shall be accompanied by an Association representative. However, this requirement shall not restrict the internal daily operations of the Police Department with respect to scheduling, reports or other routine matters.

ARTICLE 5
PROBATIONARY EMPLOYEES

All newly hired full-time bargaining unit members (i.e., "Probationary Employees") shall serve a twelve month (12) probationary period effective from the date of hire ("Probationary Period") if already certified. If the officer is not certified on the date of initial hire, the Probationary Period shall commence from the date of certification following successful completion of the certified training course (Municipal Police Officers Education and Training Commission) or graduation from a qualified police academy. During the Probationary Period, the township may terminate the employment of a Probationary Employee for any lawful reason (i.e., just cause is no required). During the Probationary Period all Probationary Employees shall be employed "at will" in accordance with Pennsylvania law and no grievance rights shall exist for disciplinary and/or discharge matters arising under this Agreement.

ARTICLE 6
SALARY

Effective January 1st of each year of this Collective Bargaining Agreement, an across the board wage increase, indicated below, shall be implemented. The annual base salary for an officer, inclusive of the across the board wage increase, shall be according to the following schedule:

	4%	4%	3.5%	3.5%
	2022	2023	2024	2025
PROBATIONARY OFFICER: (during first year)				
UNCERTIFIED	**54,975**	**57,174**	**59,175**	**61,246**
CERTIFIED	**56,710**	**58,978**	**61,042**	**63,178**
POLICE OFFICER:				
AFTER 1 YEAR	**60,176**	**62,583**	**64,773**	**67,040**
AFTER 2 YEARS	**65,378**	**67,993**	**70,373**	**72,836**
AFTER 3 YEARS	**72,186**	**75,073**	**77,701**	**80,421**
AFTER 4 YEARS	**77,307**	**80,399**	**83,213**	**86,125**
AFTER 5 YEARS	**83,569**	**86,912**	**89,954**	**93,102**

FIELD TRAINING OFFICER: 1.0% added to regular base pay, plus applicable longevity, During the time they are performing the duties as FTO

DETECTIVE POLICE OFFICER: 3.0% added to regular base pay, plus applicable longevity

CORPORAL: 3.0% added to regular base pay, plus applicable longevity

SERGEANT: 6.0% added to base pay, plus applicable longevity

Temporary Pay: Whenever an officer is temporarily designated by the Chief of Police to perform the duties of a higher ranking officer, he shall be paid at the hourly rate of such higher ranking officer for all such work hours.

ARTICLE 7
LONGEVITY

In addition to the salary set forth in Article 6, a longevity service increment shall be granted to each officer who has completed five (5) years of service, which shall become due on the officer's anniversary date of hire, and shall be according to the following schedule:

Service Time	**Amount**
6th thru 9th years	4.0%
10th thru 12th years	5.0%
13th thru 15th years	6.0%
16th thru 18th years	7.0%
19th thru 21st years	8.0%
22nd thru 24th years	9.0%
25th thru 27th years	10.0%
28th year and over	11.0%

Such longevity increments shall be considered as part of an officer's total annual salary for pension benefit calculations, as provided by law.

ARTICLE 8
PAYROLL SYSTEM

Each officer shall be paid on a weekly basis. Payroll checks shall include an officer's regular pay, and any overtime pay, clothing allowance, etc. which may then be due. Pay checks shall be issued on Fridays, unless Friday is a Holiday, in which case it shall be issued on the preceding weekday which is not a holiday. All Officers shall agree to the direct depositing of payroll checks.

ARTICLE 9
WORK SCHEDULING

An officer's work schedule shall be subject to the following terms and conditions, which shall be deemed to have the stated meanings and intent, unless the context of same clearly imparts a different meaning and intent.

Annual Schedule: On or before the first day of January of each calendar year, the Chief of Police shall prepare and post an annual work schedule for the entire Department. Such schedule shall clearly state each officer's work days (on-duty), his non-work days (off duty), his or her work shift for each work day, and shall consist of continuously cycling work weeks. In formulating and administering such annual schedule, the Township shall ensure that each officer within the Police Department shall have an equal number of holidays off-duty during the calendar year, as nearly as may be possible; and each officer shall also have, at a minimum, one weekend (Saturday & Sunday) off-duty during each month of the calendar year.

If applicable, a permanent midnight shift, or permanent shift designated by the Chief of Police, to commence on or about January 1st may be implemented by the Chief of Police and shall last the entire calendar year. The Chief of Police shall offer a voluntarily accepted permanent shift, in writing, to the most senior officer first according to the Conewago Township Police Department Seniority list before October 1st of the current calendar year. The officer shall then respond in writing back to the Chief of Police, either accepting or declining the voluntary assignment, within five (5) calendar days of receipt. If the senior officer fails to respond in writing within five (5) calendar days of receipt it shall be concluded that the officer declines the voluntary assignment. If the senior officer declines in writing or fails to respond, the voluntary assignment shall then be offered by the Chief of Police in the same manner to the next most senior officer and so on.

The officer accepting the voluntary assignment shall have the right, if he/she wishes, to continue the permanent shift with the same on/off day rotation as assigned the previous calendar year.

The officer accepting the assignment shall have the right to retain the assignment from year to year pending an acceptable performance evaluation done by the Chief of Police.

The office assigned to the permanent midnight shift shall also have the right to submit a written request to the Chief of Police in reference to switching their assigned shift on Friday evening to Wednesday evening of the same week to allow for the officer to have one (1) weekend (Saturday & Sunday) off-duty during each month of the calendar year. The Chief of Police may grant the officer's written shift change request at his/her sole discretion.

Work Week: A work week shall consist of the seven (7) day period from Monday through Sunday, inclusive. Each officer shall work five (5) work shifts per work week and shall have two (2) regular days off-duty per work week.

Work Shift: A work shift shall be a continuous eight (8) hour period, normally occurring between the hours of 12:01 a.m. and 12:00 p.m. (midnight to midnight). However, when a work shift shall evenly span two (2) calendar days, such work shift shall be charged against the calendar day in which it commences. Likewise, when a work shift unevenly spans two (2) calendar days, such work shift shall be charged against the calendar day in which the majority of the regular work shift time occurs. Each officer shall be assigned to one (1) work shift per calendar day, absent extraordinary circumstances or a bona fide emergency. The basic work shifts of the Police Department shall be 11:00 p.m. to 7:00 a.m., 7:00 a.m. to 3:00 p.m., and 3:00 p.m. to 11:00 p.m. However, the Chief of Police may schedule additional work shifts to meet operational needs, as manpower may be available for same.

The Township shall have the discretion to implement a ten (10) hour shift. In the event the Township implements a ten (10) hour shift, all provisions of the contract reflecting an eight (8) hour shift will be amended accordingly.

Anytime that this Agreement uses the term “work day” or “day” it shall be understood by the parties that the term reflects either an eight (8) hour day or ten (10) hour day, based upon whether the Officer is scheduled to work an eight (8) hour shift or a ten (10) hour shift.

Work Shift Hours: The following shall be counted as an officer’s work shift hours: regular work hours, holidays, compensatory holidays, annual leave; sick leave, bereavement leave, personal leave, court time, schooling/training time, and work-related disability.

Shift Change: Each officer shall be provided twelve (12) hours off-duty between any consecutive work shifts, with the exception being, bona fide emergencies and voluntary shift exchanges. If an officer is required to come to work during said twelve (12) hour rest period, he shall be paid at overtime rate for the entire work shift.

Schedule Change: An officer who has his work schedule involuntarily changed, within three (3) days of a scheduled work day, shall be compensated at his overtime rate for any such work hours. Changing an officer’s work day(s) and/or work shift(s) shall constitute a schedule change. An officer’s work schedule shall not be changed, except in the case of a bona fide emergency.

Shift Exchange: Two (2) or more officers may voluntarily exchange work shifts or parts thereof, provided prior approval has been obtained from the Chief of Police, which approval will not be unreasonably withheld, and provided that Shift Change overtime, as set forth above, shall not apply.

ARTICLE 10
PREMIUM PAY / OVERTIME

Section 1. Overtime Premium

A. An Officer shall be paid at the rate of one and on-half (1 and ½) times his regular hourly rate (overtime) for all time worked in excess of eight (8) hours in a day for Officers assigned to work eight (8) hour shifts or ten (10) hours in a day for officers assigned to work ten (10) hour shifts, or for Officer who work in excess of forty (40) hours per work week. All officers shall accept or decline overtime assignments. An Officer's applicable regular hourly rate of pay shall be determined by dividing his annual salary by the sum of two thousand eighty (2080) hours.

B. Overtime work shall be at the discretion of the Township, and shall be assigned by the Chief of Police on a rotating basis, according to seniority (most senior first), whereby available overtime shall be equitably afforded to each officer. All officers shall accept or decline overtime assignments within 48 hours after returning to duty. Officers who fail to respond shall be deemed to have declined overtime. When an officer shall decline overtime, he shall not be again eligible for same until all junior officers shall have been afforded an opportunity for overtime. The Chief of Police shall post an overtime assignment on the department bulletin board, which shall indicate the allocation of overtime work afforded to each officer.

Section 2. Pyramiding

There shall be no duplication or pyramiding of any premium pay provided under the provisions of this Agreement for the same hours worked.

Section 3. Compensatory Time

A. Compensatory time may be accumulated in lieu of payment for overtime up to a maximum accrual set forth herein. Compensatory time shall be calculated at a rate of one and one-half (1 ½) hours of time off for each (1) hour of overtime.

B. Officers may accumulate no more than one hundred (100) hours at any time during the calendar year. Officers may carry over up to one hundred (100) hours of accumulated compensatory time from one calendar year to the next.

C. Officers may utilize compensatory time in no less than one-half hour increments.

D. The Township may deny any officer's requested use of compensatory time in accordance with the applicable provisions of the Fair Labor Standards Act.

E. Upon termination of employment or death, an officer or his or her beneficiaries shall be paid for any accrued but unused compensatory time up to the maximum accrual of one hundred (100) hours at the officer's final regular rate of pay while employed by the Township only.

F. Cash-In: Each officer, regardless of years of service, shall have the option to cash in up to half (50%) of their accrued compensatory time one time per calendar year.

ARTICLE 11
CALL TIME

In the event that an Officer is called to work from an off-duty status, he or she shall be compensated as follows:

1) If the task for which an officer is called-out shall require less than (1) hour to perform, the officer shall be compensated for two (2) hours of work at the overtime rate.

2) If the task for which the officer is called-out shall require one (1) hour or more to perform, the Officer shall be compensated for a minimum of three (3) hours or the actual number of hours worked, whichever is greater, at the overtime rate.

   Call time shall begin when the officer reports for duty at the Township Building or elsewhere, as the case may be, and shall continue until he or she shall be released from duty. Once the task for which an Officer was originally called-in to work shall be performed, the Officer shall be released from duty.

ARTICLE 12
ON CALL STATUS

In the event that an Officer is placed in a restricted status by the Township (except court standby), whereby he is subject to immediate recall to on-duty status and/or has his off-duty time restricted in any manner, he shall be considered to be in “on call” status. An officer in on call status shall be paid at his regular hourly rate for all such time, and shall also be afforded a paging device whereby he may receive a recall message, which paging device shall have an effective operating range anywhere within Adams County, or any county which is contiguous to Adams County. An officer who is in on call status shall be permitted to travel anywhere within the effective operating range of such paging device while on call. Once an Officer is recalled to duty, the Call Time provisions of this Agreement shall apply.

ARTICLE 13
SCHOOLING

Whenever an officer is requested, directed, or otherwise approved to attend any police related training or similar function, while in an on-duty status, and is required to attend such training on days which were previously scheduled as non-work (off-duty) days for such officer, the officer shall be granted such non-work days immediately following such training days. All schooling time pursuant to this provision shall be paid at regular or overtime rate, as hereinafter provided, and shall be computed from the time the officer departs his duty station or such other place as may be designated as a departure site, and shall continue until he shall return to station or such other departure site. An officer shall be paid at overtime while attending schooling only when the total number of schooling hours, computed according to the above provisions, exceeds the total number of regular work hours which would have been worked during the calendar days on which such schooling occurred and the officer has actually worked and/or attended schooling during the relevant hours.

The Township agrees not to unreasonably withhold any officer's request to attend police-related schooling/training. However it is understood and agreed that an officer shall produce a certificate of satisfactory completion for such schooling/training course(s), along with any other pertinent course evaluation materials, all of which shall be submitted to the Township for inclusion in such officer's personnel file/folder.

The Township shall provide a car for travel to and from approved schooling or shall reimburse officers at the applicable IRS mileage rate for use of personal vehicles.

The Township shall provide the maximum amount of thirty dollars ($30.00) per day for meal expense reimbursement while the officer is in school or training off Township property for police related school/training only. A receipt shall be provided to the Township for reimbursement. The officer will not be reimbursed for meal expenses while attending schooling for higher-education degrees.

ARTICLE 14
COURT TIME

Section 1. Minimum Court Time

Any appearances, of whatever nature, in any judicial or administrative proceeding, which arise by virtue of an Officer's performance of duty, shall be deemed to be work time; and as such an Officer shall be compensated at his or her regular or overtime rate, as the case may be. Whenever an Officer is required to attend any Magistrate's hearing or District Attorney's conference during a time at which such Officer was previously scheduled to be off-duty, the Officer shall receive a minimum of two (2) hours of pay, or the actual time involved in such hearing, whichever is greater, at his overtime rate. The Township agrees to utilize its best effort to arrange the scheduling of such hearings and/or conferences either as part of an Officer's regular work shift, or contiguous to the beginning or end of an Officer's regular work shift. Likewise, whenever an Officer is required to attend any court of Record or administrative proceeding during a time at which such Officer was previously scheduled to be off-duty, the Officer shall receive a minimum of four (4) hours of pay, or the actual time involved in such matter, whichever is greater, at his overtime rate.

Section 2. Standby Time

Any officer who is required to be on "standby" for any such appearance, during his off-duty time, shall receive one-half (1/2) straight time pay or compensatory paid time off-duty at the one-half (1/2) rate for any such standby time; and shall also be afforded a paging device whereby he can receive a recall message, which paging device shall have an effective operating range anywhere within Adams County or any county which is contiguous to Adams county. An officer who is on standby for court shall be permitted to travel anywhere within the effective operating range of his paging device. An officer shall be considered to be on "standby" whenever he is under the authority of a subpoena and is not at complete liberty to utilize his off-duty time in any manner which he may choose.

Standby court time shall be computed from the time set forth in the subpoena or other notice to attend, or the time at which the officer is place on standby status, as the case may be, and shall continue until the officer returns to an on-duty status, or is called to appear at such proceeding, or is otherwise notified that he is no longer on standby status. Once an off-duty officer is called to appear at any judicial or administrative proceeding, he shall be paid at his overtime rate for a minimum of four (4) hours, or the actual number of hours of attendance, whichever is greater, or until he shall commence a regularly scheduled work shift.

Section 3. Travel

The Township shall provide a car for travel to and from off duty court appearances or shall reimburse officers at the applicable IRS mileage rate for use of personal vehicles.

Section 4. Meal Reimbursement

The Township shall provide the maximum amount of thirty dollars ($30.00) per day for meal reimbursement while the officer is at court. A receipt shall be provided to the Township for reimbursement.

ARTICLE 15
BEREAVEMENT LEAVE

An officer shall be granted bereavement leave, with pay, according to the following terms and schedule:

Immediate Family: An officer shall be entitled to take four (4) days off-duty following the date of death of a member of his immediate family, or next of kin who resides in his household, for the purpose of attending to the funeral or other related necessities of such occurrence. Immediate family is defined as: Spouse, Child, Parent, Brother, Sister, Stepparent, Stepchild.

Next of Kin: An officer shall be entitled to take one (1) day off-duty following the date of death of a next of kin, for the purpose of attending the funeral or other related necessities of such occurrence. Next of kin is defined as: Grandparent, Parent-In-Law, Brother and Sister-In-Law, or Grandparent-In-Law.

Special Leave: In the event that an officer requires the use of additional bereavement leave beyond the about benefit levels, he shall be entitled to take up to three (3) additional leave days, which additional leave shall be charged against his sick leave entitlement.

ARTICLE 16
HOLIDAYS

Each officer shall be granted following holidays, with pay, to be used at the officer's discretion as listed below:

New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and the Officer's Birthday

Any officer who works on a holiday shall be compensated at one and one-half (1 ½) times his/her regular rate of pay. Should an officer be required to work more than the scheduled work shift on a holiday, the additional hours worked will be compensated at double his regular hourly rate.

There will be no annual accumulation of holidays and holidays must be utilized by the end of the calendar year they are awarded. An officer cannot utilize more than five (5) holiday days consecutively in any request for time-off.

ARTICLE 17
PESONAL LEAVE

Each officer shall be afforded fifty (50) hours of paid personal leave. Personal leave may be utilized by an officer for any purpose, in one hour increments, at the discretion of the Chief of Police, and shall require advance notice to the Township of a minimum of three (3) days. Approval of requests for personal leave shall not be unreasonably withheld by the Township, and the advance notice requirement shall be waived in cases of demonstrated personal emergency. Approval of personal leave shall be on a first requested, first approved basis. Unused personal leave may not be carried over from year to year. Use of personal leave will not reduce any other leave balance.

ARTICLE 18
ANNUAL LEAVE

Each officer shall be granted annual leave (vacation), with pay, according to the following schedules and conditions:

Amount of Service	Amount of Leave
After one year	40 hours
After two years	80 hours
After five years	120 hours
After ten years	160 hours
After fifteen years	200 hours

Usage: Whenever an officer shall utilize sufficient consecutive annual leave days which offset all his regularly scheduled work shifts in a work week, his schedule shall be arranged, if possible, to allow him to utilize his regular off-duty days, or compensatory holidays, if any, in conjunction with such annual leave days. Leave in units of one-half (1/2) day may be scheduled with the approval of the Township, which approval shall not be unreasonably withheld. An officer shall have the right to reject a request for him to work during his vacation, and shall not be prejudiced by such refusal.

Accumulation: An officer may accumulate not more than ten (10) annual leave days during his first five (5) years of employment and after completing five (5) years of employment, he may accumulate not more than thirty (30) annual leave days, and carry them over from year to year to unused accumulated annual leave at straight time, up to the maximum of ten (10) or thirty (30) days, whichever is applicable, plus any annual leave for the current year.

Cash-In: Effective January 2011, after completing five (5) years of service, each officer shall have the option to cash in up to ten (10) days of annual leave per year; after completing ten (10) years of service, an officer shall have the option of cashing in up to fifteen (15) days of annual leave per year. Annual leave which is elected to be cashed in must be submitted to the Township by November 1 of each year and payment will be made to the officer at the applicable straight time rate in the first pay period of December.

Termination Value: Upon an officer separating from the Department for any reason (except dismissal) shall be paid one hundred (100%) percent of the current value of his unused annual vacation leave up to a maximum of five hundred (500) hours.

In the event that an officer shall die during the term of this Agreement, any accumulated, unused annual leave days to which he was then entitle, shall be immediately paid at 100% of their current value, in a lump sum, to his spouse or dependent children, as the case may be, or otherwise to his estate.

Vacation Scheduling: Each officer, in the order of his seniority (most senior first). Shall be permitted to place one (1) bid for an initial annual vacation, utilizing his annual leave, as hereinafter provided. Such initial bid procedure shall be administered by the Chief of Police, and all such initial bids must be made prior to the (1st) day of March of each calendar year. An officer with less than two (2) years of services

shall be permitted an initial bid of a maximum of forty (40) hours of annual leave; and officers with more than two (2) years of service shall be permitted an initial bid of a maximum of eighty (80) hours of annual leave. In all cases, initial bids shall be made to the Chief of Police at least thirty (30) days prior to the first day of the requested vacation.

After initial bids, any officer electing to utilize a portion of his remaining accumulated annual leave, shall do so by scheduling the same with the Chief of Police. The Township shall permit as many members of the Department to be on vacation leave at any one time as scheduling will permit, and approval of such leave utilization to give notice to the Township for the utilization of annual leave equal to the amount of time being requested, with a minimum of ten (10) days' notice. It is understood and agreed among the parties that although the Township may adopt staffing and for scheduling policies which may influence the number of officers who can be off-duty at any given time, every good faith effort will be made to accommodate a request for leave.

ARTICLE 19
MILITARY LEAVE

An officer who performs Military Reserve or National Guard training shall be authorized one hundred and sixty (160) hours of authorized leave, with pay, which leave shall not be charged against any other leave time provided herein. The Township shall, in addition to any military salary received for such training, also provide such officer with their regular scheduled pay check, as if he had been on-duty as a police officer with the Township during such time.

ARTICLE 20
SICK LEAVE

Each officer shall be granted sick leave, with pay, according to the following schedule and conditions:

Accrual: On the first day of each calendar year, each officer shall be credited with 112 hours of annual sick leave. Such sick leave may be utilized, as needed, throughout the year.

Usage: An officer may utilize his sick leave in units of one (1) hour, for his own personal illness, or for an emergency illness or injury in his immediate family which absolutely requires him to be at home, or for emergency medical and/or dental appointments, or as the result of the birth of a child which requires the officer to remain either at home or with his spouse (for a maximum of five (5) days), or as a result of legal quarantine. The Township may require a doctor's certification for sick leave usage in excess of three (3) consecutive work days, the cost of which certificate shall be paid for by the officer.

Accumulation: Each officer may accumulate unused sick leave and may carry over any such unused amount from year to year.

Cash-In: Effective January 1, 2013, after completion of five (5) years of service, each officer shall have the option to cash in up to ten (10) days of sick leave per year; after completion of ten (10) years of service, each officer shall have the option to cash in up to fifteen (15) days of sick leave per year. Sick leave which is cashed in must be submitted to the Township by November 1 of each year and payment will be made to the officer at fifty (50%) rate in the first pay period of December.

Termination Value: Upon retirement from the Department, an officer shall be paid for one hundred percent (100%) of the current value of his unused accumulated sick leave, up to a maximum of one thousand (1,000) hours; and likewise, an officer separating from the Department for any reason other than retirement (except dismissal), shall be paid for fifty percent (50%) of the current value of his unused accumulated sick leave, up to a maximum of nine hundred (900) hours at fifty percent (50%). In the case of an officer who dies during the term of this Agreement, his surviving spouse or a dependent children (as the case may be), otherwise his estate, shall immediately receive a sum equal to one hundred percent (100%) of the current value of his accumulated unused sick leave.

ARTICLE 21
DISABILITY (WORK RELATED)

In the event that an officer is temporarily or permanently disabled, as the case may be, as a result of an injury or illness sustained in the line of duty, such officer shall be entitled to the following:

A. Workers Compensation Act

An Officer that is temporarily or permanently disabled as a result of injury or illness sustained in the line of duty, the Officer shall apply for Workers Compensation Act benefits in accordance with law. Decisions concerning eligibility of benefits, or continuation thereof, shall be resolved in accordance with the procedures set forth in the Workers Compensation Act, and shall not be subject to this grievance or arbitration procedure set forth in Article 41 of this Agreement.

B. Heart & Lung Act

An Officer that is temporarily disabled as a result of injury or illness sustained in the line of duty, the Officer shall continue to receive his full salary and benefits for the duration of such disability pursuant to the Act of June 28, 1935, P.L. 477, as amended, (53 P.S. Section 637). Heart and Lung Act claims for benefits shall be Article 41 of this Agreement.

Benefits to which an officer is determined to be entitled to pursuant to this Article shall be calculated in accordance with law.

ARTICLE 22
DISABILITY (NON-WORK RELATED)

In the event that an officer is disabled as a result of a non-occupational illness or injury, he shall be permitted to utilize his regular sick leave on account of such occurrence. Additionally, the Township shall continue to provide each officer with the policy of disability insurance, which policy shall have a fifty-two (52) week benefits period.

If an officer is capable of performing a non-hazardous police job (light duty), despite his illness/injury, he shall be assigned such job, if available, and shall receive his normal salary and benefits in such case, The determination of the officer's ability to perform light duty shall be made by the officer's personal physician, in consultation with the Chief of Police. The Chief shall contact the officer's physician for information as necessary.

In no event shall an officer receiving benefits pursuant to the Article receive more than 100% of the officer's then current salary from the aggregate of his sick leave benefit payment and his non-work related disability insurance policy.

ARTICLE 23
MEDICAL INSURANCE

The Township shall provide to each officer, and his eligible dependents, a comprehensive policy of Capital Blue Cross GOLD PPO 500.0 plan or comparable plan. There will be no cost sharing for officers.

The following Co-payment charges for Doctors/Facilities are as followed:

	2022	2023	2024	2025
OV - Primary	$25	$25	$25	$25
OV - Specialist	$55	$55	$55	$55
Urgent Care	$75	$75	$75	$75
ER	$350	$350	$350	$350

The deductible and copayment will be the responsibility of the officer.

The existing deductibles and applicable copayment amount as outlined in the 2021 Capital Blue Cross GOLD PPO 500.0 plan shall be locked in for the life of this agreement. In the event that the deductibles and applicable copayments were to rise, the Township shall be responsible for reimbursing the difference to the officer.

The Parties shall establish a joint committee to analyze alternate group health care plans. In the event the parties agree to an alternate healthcare plan which results in at least a 15% reduction in the then-cost of family coverage paid by Township, the members' medical insurance premium contribution shall be eliminated through December 31, 2025.

The Township shall annually provide each officer, with no additional cost to such officer, with a comprehensive eye examination and one (1) pair of glasses or one (1) year supply of contact lenses. Eyewear benefits shall be available to an officer's immediate family (spouse and children only), to a maximum annual cost of three hundred fifty dollars ($350.00) per officer.

No grievance contesting the decision of a health Insurance carrier as to the application of the Healthcare, dental or vision plan documents shall be subject to arbitration.

Employees who document to the Township that they are adequately covered by other health insurance may, upon such documentation, opt out of the Township medical insurance coverage and receive a monthly insurance waiver payment equal to 50% of the cost of the insurance plan premium they would be eligible to receive from the Township.

Employees waiving health insurance coverage pursuant to this Article may re-enroll in the Township's health insurance plan by giving the Township thirty (30) days' advance written notice.

Employees who are eligible for coverage under the Township's health plan and who drop coverage for their spouse will be eligible for a waiver bonus provided the employee's spouse has coverage under another plan. Proof of coverage under the other plan may be required in order to be eligible for the waiver bonus. The formula for the bonus is the Township will pay the employee 25% of the premium savings resulting from the waiver of coverage for the spouse if there is a reduction in cost from previous coverage. Bonus payments which will be payable monthly are considered taxable income subject to deductions. Provided however, if the spouse has a subsequent "qualifying event" as that term is defined under the Comprehensive Omnibus Budget Reconciliation Act of 1986 (COBRA) the spouse would be eligible for coverage through the employee under the Township's plan without a waiting period, and the payment of the stipend would be discontinued.

Monthly insurance waiver payments received under this provision shall not be considered salary for purposes of overtime, longevity or retirement.

ARTICLE 24
DENTAL INSURANCE

The Township shall continue to provide to each officer, and his immediate family (spouse and children only), with no additional cost to such officer, with a comprehensive policy of such dental insurance through Delta Dental of equivalent.

ARTICLE 25
RETIREE HEALTH INSURANCE BENEFITS

Any officer who retires from the Department shall have the option to remain in the medical/hospitalization and/or dental insurance plans of the Township, provided he reimburses the Township, on a monthly basis, for two thirds (2/3) of the full cost of the medical and/or dental insurance premium attributable to providing such coverage for him and 100% of the cost for his eligible dependents. Such coverage shall be available to the retiree, his spouse and any dependents which he may have; and this benefit shall not terminate for a retiree's spouse and/or dependents upon the death of such retiree so long as premiums continue to be paid to the applicable plan. For the first twelve (12) months following retirement, the office, but not his spouse and/or dependents, shall receive medical benefits at no cost to the officer, where after the officer shall begin paying his monthly premium to the Township.

RETIREE INSURANCE MEDICAL BENEFITS

The reimbursement shall be increased to fifty percent (50%) for officers utilizing retiree medical insurance benefits for officer and spouse. The reimbursement shall remain at one-third of the premium for officers utilizing retiree medical insurance benefits for officer, spouse, and dependents.

INSURANCE WAIVER PROVISION

Retirees who document to the Township that they are adequately covered by other health insurance may, upon such documentation, opt out of the Township medical insurance coverage and receive a monthly insurance waiver payment equal to 50% of the cost of the insurance plan premium they would be eligible to receive from the Township.

Retirees waiving health insurance coverage pursuant to the Article may re-enroll in the Township's health insurance plan by giving the Township thirty (30) days' advance written notice.

Officers hired after January 1, 2013 shall not be eligible for post-retirement medical insurance coverage beyond Medicare eligibility.

ARTICLE 26
PHYSICAL EXAMINATIONS

Each officer who is under the age of forty (40) shall have a comprehensive physical examination every three (3) years. An officer who is forty (40) years of age or older, shall have a comprehensive physical examination every two (2) years. An officer may choose the physician to conduct such examination, so long as such physician is within the current insurance plan network. The cost for such examination shall first be submitted by the officer to the Insurance Carrier for payment. Any balance not paid by the Insurance Carrier, including any co-payment, shall be reimbursed to the officer by the Township. The Township shall have the right to receive a written statement from such examining physician indicating whether or not the officer is physically fit to perform the functions of a police officer for the Township.

ARTICLE 27
LIFE INSURANCE

The Township shall continue to provide each officer, at no cost to such officer, with a policy of life insurance in the face amount of not less than Seventy-Five Thousand Dollars ($75,000), which shall have a double indemnity provision in case of accidental death.

ARTICLE 28
LIABILITY INSURANCE

The Township shall continue to provide all members of the Department with a policy of insurance for any claim of liability on account of false arrest or other civil action arising by virtue of an officer's performance of duty, in an overall amount of not less than Two Million Dollars ($2,000,000.00); and shall, in any event, hold such officers harmless on account of any judgement which may arise from any and all acts which an officer shall perform or fail to perform while acting as a police officer for the Township. In the event that there is a conflict of interest between an officer and the Township or any other officer, all officers involved shall have the right to secure private counsel, and such counsel's fees and related expenses shall be paid by the Township. Provided, however, that such counsel fees and expenses shall not exceed reasonable amounts for similar services rendered in Adams County Court of Common Pleas or the United States District Court for the Middle District of Pennsylvania, as the case may be. Any dispute regarding such fees or expenses shall be referred to the Fee Dispute Committee of the Adams County Bar Association.

ARTICLE 29
UNIFORMS, EQUIPMENT & RELATED ITEMS

Each officer, upon being hired as a police officer for the Township, shall be issues a complete array of uniforms, one (1) set of footwear, equipment and related items, including and issued sidearm, at no cost to such officer, which shall remain the property of the Township. Thereafter, each officer shall receive an annual allowance for repair/replacement of any such items, which are unserviceable, worn, or in need of repair. The annual allowance shall be Seven Hundred Dollars ($700.00). An officer may accumulate the unused portion of his annual allowance to a maximum of One Thousand Dollars ($1,000.00), and carry that amount over from year to year. Any change made to the initial issued equipment list or any required equipment added after initial hire is not taken from this account.

Body Armor shall be standard issue equipment and a required component of the standard uniform on all shifts. Body armor will be replaced in accordance with the expiration of the manufactures warranty or replaced due to damage incurred while the office is in performance of his/her duties. Body armor will meet or exceed level IIIA (for all body armor issued after January 2017).

Each officer, upon being hired or selected to the Detective position, shall be afforded an initial issue Detective uniform allowance of one thousand dollars ($1000.00) and shall be afforded an annual Detective uniform allowance of seven hundred dollars ($700.00). A Detective may accumulate the unused portion of his annual Detective uniform allowance to a maximum of one thousand dollars ($1000.00) and carry that amount over from year to year. The Detective shall provide receipts on applicable purchases to the Township for reimbursement.

ARTICLE 30
CLOTHING

The Township shall let a contract with a local vendor to provide cleaning/laundry services for each officer's uniforms/equipment. The Township shall clean all uniforms and detective clothing at its own cost. The Township agrees to use its best efforts to obtain the lowest possible vendor bid for such cleaning/laundry services, while at the same time maintaining a reasonable level of quality for such services, including pickup and delivery at the Police Department offices.

ARTICLE 31
DAMAGED CLOTHING/PROPERTY

In the event that an officer has his personal clothing and/or property damaged in the line of duty, the Township shall compensate him for the replacement value of same, up to an annual maximum of Two Hundred

Dollars ($200.00). An officer making such claim shall verify that such damage/loss occurred in the line of duty and provide the Township with a reasonable basis for the replacement cost of same. Any such payment(s) shall not be deducted from any other benefit provision herein.

ARTICLE 32
PERSONAL VEHICLES

No officer shall be required to utilize his personal vehicle for Township police business. The Township shall provide suitable transportation for an officer who is traveling on Township police business.

ARTICLE 33
LUNCH PERIOD

All officers shall be entitled to a meal period of forty-five (45) minutes per work shift. If an officer works overtime for a period of more than three (3) hours in addition to his regular work shift, he shall be entitled to another such meal period. During a meal period, an officer shall remain on call for emergency calls which require immediate police action. An officer shall be permitted to exercise his meal period or rest period at any location within the Township or within two (2) miles outside a Township boundary.

ARTICLE 34
COLLEGE TEXTBOOKS

The township shall reimburse any officer who is enrolled in a course of higher education on the college level, for any job related text book(s) which is required for participation in that course. Such textbook(s), after completion of the course for which it was purchased, shall revert back to the custody of the Township, and shall be maintained in the Police Department library.

ARTICLE 35
DEFECTIVE VEHICLES

No officer shall be required to use any vehicle which is unsafe to be operated upon the highway as a police vehicle, or does not comply with the requirements of the Vehicle Code and regulations adopted by the Department of Transportation which established minimum criteria for a police vehicle. Any officer who encounters a defect or damage shall immediately report the same to his superior, in writing; whereupon, no officer shall operate said vehicle until such time as repairs are made, or the vehicle is found to be in operating condition by a Township approved and Commonwealth certified mechanic, according to Commonwealth vehicle inspections standard and the vehicle manufacturer’s specifications. All police vehicles shall have appropriate equipment, including a prisoner cage between the front and rear seating areas.

ARTICLE 36
EDUCATIONAL REIMBURSEMENT & BONUS

Subject to prior approval of the Township, an officer shall be reimbursed for the tuition and related expenses costs of attending police administration/science courses, or other police related courses while "off-duty", if the officer completes such course in a satisfactory manner, according to the following schedule:

Course Grade	Percentage Paid by Township
2.33 – 4.0 g.p.a	100% reimbursement
1.9 – 2.32 g.p.a	75% reimbursement
1.0 – 1.89 g.p.a	50% reimbursement
0.9 and under	0% reimbursement

An officer who wishes to avail himself of such benefit, shall submit a written request to the Township; which request shall briefly describe the course, the date, place and time of such course and any other pertinent facts. Approval to attend such courses shall not be unreasonably denied.

Additionally, any officer who attains a college education in a police related course of study while he or she is employed as a police officer for the Township shall receive a one-time bonus. A police related course of study is deemed to include psychology, sociology, criminal justice, police science or administration, law, law enforcement, or similar educational pursuit.

The schedule of one-time bonuses shall be as follows:

Associate's Degree $500.00
Bachelor's Degree $ 750.00
Master's Degree $1,200.00

The bonus shall be paid to a qualifying officer only after the officer completes 24 months of service to the Township following the issuance of the degree.

Any officer that avails himself/herself of the education reimbursement benefit shall be subject to the following years of service to the Conewago Township Police Department:

60 credits completed - One (1) year
120 credits completed - Two (2) years

Officers accepted into a police administration/science course of study, related police courses or hired after the commencement of this agreement shall be subject to the required years of service as outlined about.

ARTICLE 37
SENIORITY & BULLETIN BOARDS

The Township shall maintain a seniority list, which shows the name, title/rank, and employment date of all employees of the Police Department, and shall post such listing on the official Department Bulleting Board. Official announcements of the Township, including Police Department directives, i.e., Special Operating Procedures (SOP), must be posted of the Department Bulleting Board at least seven (7) days prior to the effective date of such directive. The requirement to post SOP'S for seven (7) days shall not include orders of the day or special orders. It is also understood and agreed that the Chief of Police shall have the right to reasonably question any officer concerning such officer's familiarity with the specific content and application of such SOP, at any time after the SOP has been in effect for ten (10) days.

The parties agree that both the Township and the Association may utilize said bulletin board for routine notices, and that no improper, abusive, false or obscene material shall be posted on such board. No material, except routine notices of meetings, social/fraternal events, and other official business shall be posted on the bulletin board without the prior approval of the Township; which approval shall not be unreasonably withheld.

ARTICLE 38
PENSION BENEFITS

The Township shall maintain a Police Pension Plan whose terms are reflected in a Summary Plan Document, as amended. The Summary Plan Document is incorporated by reference as if fully set forth herein.

Upon request of the Association no more than once a year, and shall advise the Association of the current status of the Police Pension Fund, any areas of modification and/or improvements which might be available, and shall respond to any inquiries which may be made by the Association, through its representatives. The Association may submit a list of improvements and/or modifications to such actuary, ranked in order of priority, which it wishes the actuary to consider in the preparation of his report to the Township's Police Pension Committee.

The Township's actuary, after consultation with both parties, shall submit his report to the Police Pension Committee of the Township.

The Township Police Pension Committee shall be composed of three (3) persons, one (1) appointed by the Township, one (1) appointed by the Association, and the third to be mutually appointed by the other two members. In the event that the Township and Association members cannot agree on the selection of such third member, then such third member shall be selected by a random drawing from a pool of six (6) names, of which three (3) names shall be submitted by the Township and three (3) names by the Association. The Police Pension Committee shall select a Chairman, Vice Chairman, and Secretary, and shall conduct its affairs according to the Modem Rules of Order, with regular meetings no less than semi-annually. Accurate minutes of such meetings shall be maintained by the Secretary or such other person authorized by such Committee. Each Police Pension Committee member shall have complete access to all Township information and data concerning the Police Pension Plan and its assets, investments, allocation of state aid/funding, and related information. Furthermore, the Township's Police Pension Plan actuary shall take direction from the Police Pension Committee, as such Committee deems to be appropriate.

The Pension Committee shall have direct administrative oversight of the Police Pension Plane, shall review the actuarial reports and shall recommend to the Township such improvements and/or modifications as it deems appropriate be adopted for such Plan which the Township, exercising its discretion, may adopt. Unless the Township has a reasonable basis not to do same, whereupon the matter may be grieved pursuant to this Agreement. Notwithstanding the above, no change shall be implemented if there is an adverse impact to the actuarial soundness of the pension plan or is illegal.

ARTICLE 39
DEPARTMENT CONTINUITY

In the event that the police service is discontinued and is re-established by the Township, the Township shall recognize the Association and shall have a duty to collectively bargain in accordance with state law.

ARTICLE 40
FUNERAL EXPENSES

If an Officer shall die from circumstances arising from the performance of his duty as a police officer, the Township shall pay up to Ten Thousand Dollars ($10,000.00) towards his or her funeral/burial expenses, including burial plot and gravestone.

ARTICLE 41
GRIEVANCES

Whenever an officer or the Association desires to contest or otherwise challenge the interpretation and/or implementation of any provision of this Agreement or any disciplinary action, it shall proceed as follows:

Step 1: The officer, either alone or accompanied by a representative, or the Association by a representative, shall present the grievance, in writing, to the Chief of Police within thirty (30) days of its occurrence, or knowledge of its occurrence, whichever is later. The Chief of Police shall report his decision, in writing, to the grievant, within thirty (30) days of its receipt.

Step 2: In the event that the grievance is not settled at Step 1, an appeal must be presented by the grievant, or his/its representative, to the Board of Supervisors, within thirty (30) days after receipt of the response at Step 1 was due. The Board of Supervisors shall meet and discuss the grievance with the grievant and/or his/its representative, together with the person(s) against whom the grievance is directed, and his/their representative(s). The Board of Supervisors shall respond to the grievant, in writing, within thirty (30) days after receipt of the appeal.

Step 3: In the event that the grievance is not settled at Step 2, the Association may serve the Township with a written notice declaring an intention to proceed to final and binding arbitration of the dispute. Such notice shall be served within thirty (30) days after response at Step 2 was due. The Association shall have the absolute right to proceed to a final resolution of the dispute through binding arbitration, once the Step 3/4 notice has been served. The arbitrator for Step 3/4 shall be selected by the parties, utilizing the same process by which an arbitrator for an Act 111 arbitration is selected, except that there shall only be one (1) Arbitrator selected either jointly by the parties or from a list supplied by the American Arbitration Association.

Should the Township hire a manager, the manager shall become step 2 in a grievance. Thus, changing the grievance process to 4 steps instead of 3.

The arbitrator so selected shall neither add to, subtract from, nor modify the provisions of this Agreement, or any other prior contracts or awards. The arbitrator shall confine himself to the precise issue(s) submitted to him for decision, and shall have no authority to determine any issue(s) not submitted.

The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall issue his or her decision within thirty (30) days after the hearing, or the receipt of the transcript of the hearing. All time limits contained herein may be extended by the mutual consent of the parties. Any reference to "days" throughout this grievance provision shall be construed to mean working days.

Each party shall bear his/its own expenses and costs, and the fees and expenses of the arbitrator shall be paid in the same manner as Act 111 proceedings.

ARTICLE 42
MANAGEMENT RIGHTS

Except as specifically and directly limited by the express written terms of this Agreement, the functions and responsibilities of the Township are retained and vested exclusively in the Township.

The rights reserved in the Township include all matters of inherent managerial policy including, but not limited to, the right to manage, control, and direct its workforce, to assign, reassign and schedule work hours; to hire, layoff, recall, transfer, promote, demote, retrain, reprimand, or fill (or not fill) a vacancy in positions; to suspend, discharge or otherwise discipline employees for just cause; to determine and from time to time change the number, location and types of its operations, and the methods and processes to be employed; the right to plan, direct and control the operation of all equipment and property; to exercise discretion in areas of policy such as the functions and programs of the Township, standards of service, overall budget; utilization of technology, the organizational structure and the selection and direction of personnel.

The Township further reserves the right to establish and/or implement new technology, equipment or methods/policies to control said technology usage in the workplace; to establish and/or implement policies including, but not limited to, the use of technology, to monitor employee performance and locations; to establish, job descriptions and the overall competency and ability required for new positions; to issue general directives, orders, codes of conduct or procedures describing policy in the implementation of policy in all public functions; and to control and regulate the use of facilities, supplies, equipment, and other property of the Township.

ARTICLE 43
HEALTH AND FITNESS

The Township shall reimburse officers to a maximum of three hundred dollars ($300.00) annually for a health club membership. Officers must utilize the health club at least three (3) times per month or thirty-six (36) times per year to be eligible for the annual reimbursement. Upon request, officers shall have a Township form signed by health club establishment.

ARTICLE 44
HEART AND LUNG ACT CLAIMS AND BENEFITS

Section 1. Scope

Disputes concerning or relating to entitlement to benefits under the Heart and Lung Act, including both the initial eligibility for benefits, and the continuing eligibility for benefits, shall be governed by the procedures set forth in this Article.

Section 2. Treatment for Work-Related Injuries

(a) Officers shall report all work-related injuries to the Township Secretary as soon as possible after the injury occurs. The Township Secretary shall report all work-related injuries to the Chairman of the Board of Supervisors.

(b) The Township Secretary shall provide the officer with a list of designated health care providers for the treatment of the injury. The officer must treat with a designated health care provider for the duration of the injury, regardless of whether the officer makes an application for benefits under the Act, and regardless of whether the injury is or is not deemed to be covered by the Act.

(c) All medical bills for treatment of any work-related injury shall be subject to the medical pricing provisions established by the Pennsylvania Workers' Compensation Act.

Section 3. Initial Claims for Benefits Under the Heart and Lung Act

(a) An initial claim for benefits under the Act shall be filed, using the claim form provided by the Township, by an officer within ten (10) business days of the occurrence of the injury giving rise to the claim, or within ten (10) business days from which an officer knows or should reasonably know of the existence of said injury. All Employees of the Township shall file claims in writing with the Township Secretary.

(b) At the time the initial claim is filed, the officer shall provide the Township Secretary with a list of all medical providers who have provided treatment for the claimed injury and shall execute any necessary releases/authorizations permitting the Township Secretary to obtain medical reports, medical records, medical bills, employment records or any other records, documents or information that may be relevant to the claim.

(c) The Township shall have the right to have all officers examined by a physician of the Township's choosing prior to issuing a written determination. This initial medical examination shall be scheduled within twenty (20) business days following the claim for benefits, and shall in no way prejudice the Township's right to require additional medical examinations as permitted by law.

(d) The Township Board of Supervisors will make an initial written determination approving or denying any claim within twenty (20) business days of receipt of the initial claim or it will be deemed denied automatically.

(i) Conditional denials will be issued when the Township is not provided with medical authorization/medical records as required above, the officer does not attend a scheduled medical examination, or the results of a scheduled examination have not been received prior to the deadline for making a determination.

(ii) The Township will re-examine its conditional denial once all relevant medical records or examination results have been obtained and/or a medical examination scheduled by the Township has been completed.

(e) The initial claim shall provide the Township with sufficient information to make a determination approving or denying the claim. An officer's failure to provide such information, after being notified by the Township of the need for additional information, shall stay the Township's obligation to respond to the claim until such information is received. Failure to submit the claim form(s), provide the Township with all relevant medical records and/or submit to a medical examination scheduled by the Township shall result in a denial of the Claim.

(f) In the event the Township denies a claim, a "Notice of Denial" and an appeal form will be served on the officer via certified mail. Such notice will advise the officer of the reason for the denial, the officer's right to file the attached appeal form, and the time period for filing the appeal form.

(g) After receipt of the Notice of Denial, an officer shall have thirty (30) calendar days to file an appeal in accordance with the grievance procedure set forth in this Agreement.

Section 4. Disputes Relating to Continuing Eligibility for Benefits (Including Termination, Suspension, or Modification of Benefits)

(a) The Township shall have the right to monitor an officer's absence and medical treatment and condition while the officer is receiving Heart and Lung Act benefits.

(b) Despite a grant or award of initial benefits pursuant to Section 3 above, the Township retains the right to challenge an officer's continued eligibility for Heart and Lung benefits, in whole or in part, including but not limited to modification of benefits, suspension of benefits, reinstatement of benefits, termination of benefits, review of benefits, or any matter relating to medical examinations or medical treatment, reasonableness or relatedness of medical treatment, discovery of evidence or the meaning or application of the Act to the officer. The Township shall challenge an officer's continued eligibility for benefits by serving the officer with a "Notice of Contested Eligibility" indicating the Township's intent to conduct a due process hearing before an arbitrator.

(c) Benefits conferred pursuant to the Heart and Lung Act shall not be terminated without either the consent of the officer or an order from an arbitrator.

Section 5. Independent Medical Examinations

An officer receiving Heart and Lung Act benefits shall undergo an independent medical examination (IME) at least every six (6) months, if requested by the Township. The physician to conduct the IME shall be selected by the Township. The Township shall pay the entire cost for the IME.

Section 6. Authorizations

The officer must submit to the Township any signed authorizations/releases, including those required at the time an initial claim is filed, necessary for the Township to obtain medical reports, medical records, medical bills, employment records or any other records, documents or information that may be relevant to the claim.

Section 7. Medical Reports, Depositions/Testimony, Evidence

(a) Any party may, but is not required to, take the oral deposition of any medical expert or treating physician at any time subsequent to the initiation of any arbitration hearing hereunder in order to establish any disputed issue regarding benefits under the Act. The party taking the deposition shall solely be responsible for the costs/fees of the deposition, unless otherwise recoverable in accordance with the Workers' Compensation Act. Notice of the intent to take such depositions shall occur at least fourteen (14) calendar days prior to the deposition date, and the deposition must occur at least ten (10) days prior to the hearing. Any party may, but is not required to, present medical testimony at the hearing.

(b) Transcripts of the deposition of a medical expert or treating physician may be used at the hearing if the opposing party was given the opportunity to be present at the deposition and question the expert or physician.

Section 8. Time Limits

(a) All of the time limits contained in this Article may be extended by mutual agreement of the parties. The granting of any extension at any step shall not be deemed to establish precedent.

ARTICLE 45
GENERAL PROVISIONS

Section 1. Separation of Employment

In the event of discharge or termination of employment, an employee will receive all wages earned to the date of discharge or termination no later than the next scheduled pay day.

Section 2. Zipper Clause

The Township and the Association agree that all items included in the negotiations package of both parties have been discussed during the negotiations leading up to this Agreement. The express provisions contained within this Agreement are the only matters subject to the arbitration process set forth in Article 41. No additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, during the life of this Agreement unless the parties mutually agree to waive this provision of the Agreement in writing. Nothing in this Section shall be viewed to waive the Township's obligation to bargain over a mandatory subject of bargaining.

Section 3. Headings – Context within the Agreement

Any heading preceding the text of several Articles hereof are inserted solely for convenience of reference and shall not constitute a part of this agreement, nor shall they affect its meaning, construction or effect.

Section 4. Savings Clause

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 46
CIVIL LEAVE

Any employee subpoenaed as a witness in a court case in which they are not a party shall be granted civil leave at their regular pay rate. Full-time employees called to jury duty will be paid the difference between the compensation received as a juror/prospective juror and the regular hourly rate for their normal shift for each day while serving as a juror/prospective juror. The compensation will be paid at the end of the first full pay period after the employee presents the Township Secretary/Treasurer with the payment records from the court.

ARTICLE 47
SCOPE OF AGREEMENT

This Agreement shall constitute the contract of employment between the Township and the Association. However, any management or employee benefits which were heretofore enjoyed by either party, and which are not consistent with the provisions of this Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by and through their designated representatives, INTENDING TO BE LEGALLY BOUND HEREBY, hereby set their hands and seals this _____ day of _____ 2021.

CONEWAGO TOWNSHIP
ATTEST: POLICE OFFICERS' ASSOCIATION

_____ BY: _____
Association Secretary President Association

ATTEST: TOWNSHIP OF CONEWAGO

_____ BY: _____
Township Secretary Chair, Board of Supervisors