

AGREEMENT  
between  
THE BOROUGH OF STATE COLLEGE  
and  
THE STATE COLLEGE POLICE ASSOCIATION

**2019 to 2021**

This Agreement, made this 1st day of January, 2019, by and between Borough of State College, a municipal corporation of the County of Centre and State of Pennsylvania, hereinafter referred to as "Borough," and the State College Police Association hereinafter referred to as "Union," through their duly-appointed bargaining representative, pursuant to the Act No. 111 of June 27, 1968, of the Legislature of the Commonwealth of Pennsylvania, duly approved by the Governor of Pennsylvania.

ARTICLE I

Definitions

A. The term "Police Officers," as used in this Agreement, shall include all persons employed as Lieutenants of Police, Sergeants of Police and Police Officers, so long as the persons have been employed through procedures established in conformance with applicable State law, the State College Home Rule Charter and Ordinances and Resolutions of Borough of State College.

B. Subject to the provisions of Article XXX, nothing contained in this Agreement shall be construed to affect the provisions of law regarding appointment, suspensions, demotions and discharge of Police Officers.

ARTICLE II

Management Responsibilities

A. The parties agree that, except for limitations or other provisions of this Agreement, there are functions, powers, responsibilities and authority belonging solely to the Borough. Some of these, as pertain to the Borough, are the hiring of employees; the advance of Police Officers to higher ranks; the determination of the number of Police Officers to be employed or retained in employment in the manner provided by the Police Civil Service regulations; the suspension, demotion or discharge of Police Officers for just cause or as provided by law; the establishment and maintenance of standards of quality and performance; the eliminating, change or consolidation of jobs, departments or subdivisions thereof; and the establishment of a budget or long-range plans for the police activities consistent with other provisions of this Agreement. The Manager shall have full charge and control of the Chief of Police and the police force and shall direct the time during which, the place where, and the manner in which the Chief of Police and the police force shall perform their duties. This Agreement shall not, in any way, attempt to alter the area of rights, powers and duties of the Borough Council, except as otherwise may be specifically set forth in the Agreement.

B. Notwithstanding any other provision of this Agreement, the Employer may (a) self-insure any one or all insurance benefit(s), provided that the benefits remain substantially unchanged or (b) change its insurance carrier(s) for any one or all insured benefits, provided that the benefits under the new insurer are substantially equal to or superior to existing benefits.

### ARTICLE III

#### Union Responsibilities

A. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit, set forth herein, fairly.

B. The Union shall bring any problems or questions in the administration of this Agreement first to the attention of the Chief of Police, except that grievances shall be processed in accordance with Article VIII.

### ARTICLE IV

#### Precedence of Laws and Regulations

A. The public interest in the accomplishment of the purpose of the Police Department is paramount.

B. In the administration of all matters covered by this Agreement, all parties are governed by provisions of existing laws, regulations and ordinances, including the State College Municipal Charter. This Agreement is also subject to future enactments of the Commonwealth of Pennsylvania, which may specifically affect the provisions of this Agreement or the provisions of Act 111 of June 27, 1968. Where such regulations or ordinances are not affected or changed by the provisions of this Agreement, the same may, in the future, be amended and changed from time to time without any restraint by this Agreement.

### ARTICLE V

#### Hours of Work

A. Work Schedules.

1. The standard work week is a 40-hour week, or 80 hours of work within a two-week pay period. Each officer shall be assigned to work one of the following schedules:

a. A 40-hour week of five eight-hour days per week (5/8), the hours of work and work days scheduled to fit the requirements of a particular job;

b. A 40-hour week of four 10-hour days per week (4/10), the hours of work and work days scheduled to fit the requirements of the job;

c. An 80-hour two-week work period, consisting of six 12-hour days and one eight-hour day, the hours of work and work days scheduled to fit the requirements of the job;

d. Upon mutual agreement between management and the officer involved, an officer may be scheduled to work more than 40 hours in one week without incurring overtime liability on the part of the Borough provided that the officer is not scheduled to work more than 160 hours in a four-week pay period (two 2-week pay rolls).

2. Officers' work days shall start 15 minutes before the beginning of the shift and end at the end of the eighth, tenth or twelfth hour thereafter, less 20 minutes off for meal time during the shift.

3. Officers may be assigned to 8-10- or 12-hour shift schedule. The Chief of Police shall use whatever criteria he deems reasonable to decide the work schedule and shift in which each officer shall be assigned.

4. Work schedules shall be posted at least 30 days in advance.

a. After the schedule is posted, an officer's days off shall not be changed without the permission of the officer, provided that nothing in this section is intended to prohibit the assignment of emergency overtime work. Notwithstanding any other provision in this Agreement, the Borough shall have complete discretion in scheduling and changing the schedules of officers hired after January 1, 2016 during the first three (3) years of their employment as full-time officers.

b. Upon mutual agreement between management and the officer involved, an officer's days off may be changed from one week to another provided that the officer is not scheduled to work more than 84 hours in a two-week pay period. When days off are changed by agreement, no overtime liability shall be incurred by the Borough unless the officer exceeds 84 hours of work during the two-week pay period.

c. If the standard work hours are going to be altered for a special event known to management prior to the posting of the duty schedule, the changes in work hours shall be made prior to the posting of the duty schedule. After the duty schedule is posted, officers' hours of work on the date(s) of the special event shall not be changed for the special event except upon mutual agreement between management and the involved officer. It is understood by both parties that this section is not intended to prohibit management from altering posted work hours of officers working stadium or traffic detail related to Penn State home football games, where the start time of the game(s) changes with little advance notice. Except for coverage of special events, nothing in this section is intended to prohibit management from altering day-to-day posted work hours to provide police services as deemed necessary.

5. The regular rotation of officers' days off will not be changed on Fridays, Saturdays, and Sundays of home Penn State football games as well as the Penn State Blue and White games which occurs each spring, and 4th of July. This is not intended to prohibit changing an officer's days off when such change is mutually agreed between management and the

affected officer. Also, it is expressly understood that this is not intended to restrict the assignment of overtime work on officers' days off. The provisions of Article V, Paragraph B-4 and other relevant provisions of this agreement shall apply.

6. The parties recognize that it is necessary to schedule and assign a significant complement of police officers to traffic and patrol duty, over and above the normal complement whenever the Pennsylvania State University (PSU) hosts a home football game. The parties also recognize that the scheduling of such football games is subject to change on short notice because the Pennsylvania State University football program is one of those capable of drawing a national television audience. These un-anticipatable schedule changes to accommodate the needs of television can take place after the Borough has, pursuant to standard procedures, scheduled the necessary workforce. When this occurs, the Borough must reschedule that workforce. Under these circumstances the Borough is to incur no overtime or premium pay costs for the scheduled or assigned time not actually worked, but it is only obligated to pay overtime or premium pay for the time actually worked by police officers in connection with the Pennsylvania State University's home football games.

B. Overtime.

1. Definition. Overtime shall be defined as follows for officers working a 5/8 schedule:

Any authorized time worked by a police officer in excess of 8 hours in any day or 40 hours per week, except as specified in Section A, above.

Overtime shall be defined as follows for officers working a 4/10 schedule:

Any authorized time worked by a police officer in excess of 10 hours in any day or 40 hours per week, except as specified in Section A, above.

Overtime shall be defined as follows for officers working a 12-hour shift schedule:

Any authorized time worked by a police officer in excess of 12 hours in any day or 80 hours in two weeks, except as specified in Section A, above.

In all cases, required in-service training programs, departmental meetings and court hearings scheduled for non-duty time shall be considered as overtime work.

2. Limitations. Overtime work shall be limited to strict necessity.

3. Compensation.

a. Overtime work, approved in accordance with the procedures established by the Chief of Police, shall be compensated at the rate of one and one-half times the officer's regular rate of pay, subject to the applicable minimums described in this section.

For overtime work involving required court appearance on behalf of Commonwealth or Borough, compensation shall be for the length of time actually required for the assignment, exclusive of travel time, and shall be at one-and-one-half times the officer's regular rate. Officers shall receive payment for the minimum number of hours specified herein, except when the court appearance is scheduled within one hour of the start or end of an Officer's shift. For a court appearance at Centre County Court, a minimum of three hours shall be provided. For a court appearance at a Magistrate's Court and PSU Student Conduct Hearings, a minimum of two hours will be provided.

b. Police officers who work inside or in any assignment outside Beaver Stadium for which the University compensates the Borough for officers' service during football games, and officers assigned to fixed football-related traffic posts staffed immediately before and immediately after Penn State football games, shall be paid two (2) times their hourly rate of pay.

c. For overtime work required in attending departmental meetings, compensation shall be for the length of time actually required for the meeting, exclusive of travel time, and shall be at time-and-one-half.

d. For overtime work performed on a special call-in basis, compensation shall be for the length of time actually required for the assignment, exclusive of travel time, but not less than a minimum of two hours, and shall be at time-and-one-half.

e. All overtime will be calculated using the applicable hourly rate for the Officer performing the overtime work.

f. For special call-ins, described in subparagraph (e) above, the Chief of Police or his designee may assign police officers to work the balance of the minimum number of hours as stated above. Such assignments may consist of any tasks deemed appropriate for the period of time necessary to meet the minimum.

4. Special Conditions.

a. Courses taken at The Pennsylvania State University shall not be considered required in-service training and compensation shall not be paid for such attendance.

b. Special training schools, seminars, activities or courses, scheduled by the Department for the professional development of Officers, and replacing the officer's normal work day, shall not be considered as overtime work and Officers

shall not be paid in excess of their regular pay during such attendance periods unless called back to regular duty under the special call-in procedures.

c. In cases where the date(s) of special events are known to management 60 or more days prior to the date of the event and where the department needs to staff said event with officers working overtime, a volunteer overtime signup announcement shall be posted at least 30 days prior to the event. Officers, including supervisors, may sign up for available overtime up to the deadline for signup as established by management.

d. In the event that overtime manpower required for the event is not met through the volunteer overtime signup announcement, any vacant overtime spot(s) management chooses to fill shall be filled using reverse seniority of those officers available or eligible for the overtime assignment. Management shall post the roster of all officers scheduled to work the special event on overtime at least 15 days in advance of the event date. Once the special event overtime roster is posted, changes shall not be made to said overtime roster except upon mutual agreement between management and the officer involved. Nothing in this section is intended to prohibit the assignment of emergency overtime work.

## ARTICLE VI

### Time Spent in Court

A. It is recognized that Police Officers are required to be in court for criminal and civil cases that are related to officers' work, and that such activity is directly in the line of duty. As such, time spent in court will be considered as duty time. In cases where witness fees are provided, they shall be turned over to the Borough's Finance Department.

B. A Police Officer required to appear as a witness in civil litigation, which is work-related, shall receive his normal compensation and all fees and allowances provided by the court or other parties as remuneration for the Officer's appearance shall be turned over to the Borough's Finance Department.

C. Payment for the use of a Police Officer's personal vehicle to attend Magistrates' hearings and Central Court shall be made under the conditions outlined in this paragraph:

1. Payment shall be made only for hearings which are scheduled outside the Centre Region.

2. Any Police Officer attending a hearing outside the Centre Region and using the Officer's personal vehicle will be paid round-trip mileage from the State College Municipal Building to the hearing. The mileage shall be paid at the current rate, as established by Borough Council.

3. Payments for use of personal vehicles shall be made annually, upon submission of the proper forms verified by the Chief of Police.

D. Free parking shall be provided at the Fraser and Pugh Street Parking Garages for administrative duties relating to required hearings scheduled outside Officer's regular working hours.

## ARTICLE VII

### Shift Assignments

In making shift assignments, the Chief of Police, or such Officer designated by him, shall, where possible, provide that no Police Officer be required to serve on any shift against his wishes for a period of time longer than three consecutive months.

## ARTICLE VIII

### Grievances

A. For the purpose of the Agreement, the term "grievance" means any difference or dispute between the Union and the Borough with respect to the interpretation, application, claims of breach or violation of any of the provisions of this Agreement or the Department's Rides and Regulations. If the Officer's grievance involves a matter that was processed through the Department's Internal Affairs Section, the grievance process shall begin with the Borough Manager.

B. Any Police Officer having a grievance with the Borough shall proceed in the following manner:

1. The employee, either alone or accompanied by the Union representative (or the Union where entitled), shall first discuss his grievance with his immediate supervisor within seven (7) calendar days of his knowledge of its occurrence to attempt to resolve the matter at that level. Every possible effort should be exercised by the aggrieved Police Officer and his supervisor to resolve the dispute at the lowest possible level.

2. If the grievance is not satisfactorily resolved in accordance with Subsection 1, the appeal must be presented, in writing, within seven (7) calendar days by the employee or Union representative to the Captain or Assistant Chief. The Captain or Assistant Chief shall respond to the employee or the Union representative within seven (7) calendar days after the appeal has been presented.

3. If the grievance is not satisfactorily resolved in accordance with Subsection 2, the appeal must be presented, in writing, within seven (7) calendar days by the employee or Union representative to the office of the Chief of Police. The Chief of Police shall respond to the employee or the Union representative within seven (7) calendar days after the appeal has been presented.

4. In the event the grievance is not satisfactorily resolved, it shall be presented, in writing, within seven (7) calendar days to the Manager. The Manager shall respond to the Union within seven (7) calendar days of receipt of the grievance at Step 4.

5. After receipt of the statement of grievance, the Manager shall have seven (7) calendar days to establish a mutually acceptable meeting day. Notification of the time and place of the meeting, which shall be held in the Borough Municipal Building, shall be given to the Union representative. The following persons, in addition to the Borough Manager and the Chief of Police, may attend:

- a. The aggrieved Police Officer;
- b. The Union representative;
- c. An additional member of the Union;
- d. The Borough Solicitor.

It shall not be necessary to have all of the aforesaid persons present in order to properly conduct the meeting. In addition, the Borough Manager may permit others he may designate to attend and participate in such meeting.

6. Within seven (7) calendar days of the date of the meeting, the Manager shall make a decision regarding the grievance, which shall be binding on the Borough. Written notice of the decision shall be delivered to the Union representative within three days after the decision is made.

7. An appeal from an unsatisfactory decision at Step 4 may be initiated by the Union by serving upon the employer a notice, in writing, of its intent to proceed to arbitration. Such notice shall be mailed no later than fourteen (14) calendar days after receipt of decision at Step 4. Notwithstanding any other provision of this Article, no appeals to Step 5 (binding arbitration) may be taken on grievances submitted by or on behalf of probationary employees. The Manager's decision on any such grievances shall be final.

8. An impartial arbitrator shall be selected from a list of seven (7) arbiters to be submitted by the American Arbitration Association (AAA), list service only. The list of arbiters submitted by the AAA shall be jointly requested, in writing, by the parties. The parties shall meet within ten (10) working days after receipt of the jointly-requested list of arbiters and the impartial arbiter shall be selected from this list by alternate elimination from the list with the Borough striking first until one arbiter remains. The AAA shall be notified by joint letter of the arbiter so selected. The arbitration proceedings shall be conducted under the arbitration policies and procedures of the AAA. The award of the arbiter shall be final and binding on the parties. The neutral arbiter is authorized only to clarify and interpret the expressed terms, provisions or clauses of this Agreement. The Employer and the Union shall each bear the expense of their respective representatives and witnesses and shall share equally the expenses and fees, if any, of the impartial arbiter. The arbiter shall be selected on an individual basis for each separate grievance to be arbitrated unless the parties agree otherwise.



C. If the Borough has a grievance, it may, by the written request of the Manager, call a meeting to be held within 10 days of such notice. The meeting may be attended by the same persons as set forth hereinabove, and the Borough may state its complaint. If such objections or complaint of the Borough are not resolved to the satisfaction of the Borough, the Borough shall have the right, on the written request of the Manager, to arbitration of its disputes in the manner hereinabove set forth.

D. An employee shall be permitted to have a Union representative present at each Step of the grievance procedure. The Union representative, if an employee of the Borough, shall be granted reasonable time during working hours, if necessary, to process grievances in accordance with this Article without loss of pay or leave time.

E. If the Borough fails to respond within the allotted time for any Step of the grievance procedure, the Union's right of appeal to the next step begins to run on the day following the last day in which the Borough had a right to issue an answer.

## ARTICLE IX

### Pension and Retirement Program

A. The Borough has provided a pension and retirement program. The program is fully described in Ordinance 1791, approved July 7, 2004, and its amendments. The pension plan has been amended to provide survivor benefits in compliance with Act 30 of 2002. Effective with the execution of the collective bargaining agreement, the killed in service benefit shall be eliminated as this benefit is otherwise provided by the Commonwealth of Pennsylvania.

B. Police Officers shall contribute the maximum amount permitted by law to their Pension Plan.

C. All officers hired on or after January 1, 2001 shall be covered by a pension plan which is in compliance with Act 600. The plan is to be governed by the terms of an ordinance enacted by Borough Council, and shall include all mandatory provisions and the following provisions permitted as options under Act 600:

1. Minimum retirement age of 50, if an actuarial study shows that the retirement at age 50 is actuarially feasible. If not, then minimum retirement age of 55. Any increase in the retirement age to 55 shall not be applied retroactively to officers who were existing members of the plan prior to the increase in retirement age;
2. Widow's benefit of 50% of member's benefit;
3. Purchase by members of non-intervening military service, up to five years;
4. Retirement benefit of 50% of salary averaged over the last 36 months of employment;

5. No offset for social security benefits;
6. Vesting after 12 years of service; and
7. Length of service increments of \$ 10 per month for each year of service beyond 25 years, with a maximum of \$100 per month.

D. The State College Police Pension Plan shall include a Deferred Retirement Plan (DROP) subject to the terms of eligibility and other provisions and rules pertaining to the administration of the DROP which are fully contained within the State College Borough Ordinance 1995 dated August 8, 2012, which shall be amended and approved to permit officers hired prior to January 1, 2016 to select the DROP option.

E. Police Officers hired after January 1, 2016, shall receive the minimum level of benefits as required by Act 600, which will include the following minimum standards:

1. Compensation will be calculated by using base salary.
2. In determining average monthly compensation, the averaging period will use the 60-consecutive-month period before retirement.
3. Police Officers will not receive service credit for military service completed before employment with State College.
4. The normal retirement age will be 55 years.
5. Police Officers will receive no service increment benefit.
6. Police Officers will receive no early retirement benefit.
7. Police Officers will not be entitled to vesting benefits.
8. Cost of living adjustments (COLA) will continue to not be provided.
9. Police Officers who are receiving any Social Security old-age retirement benefits shall have their benefits distributed under this Plan reduced in an amount equal to 75% of the Social Security benefits they receive.

## ARTICLE X

### Life Insurance

The Borough shall pay for the full cost of a group term insurance policy for all Police Officers in the bargaining unit during their employment, \$100,000.00 life insurance on each Police Officer.

## ARTICLE XI

### Medical Benefits

A. Basic health care coverage for bargaining unit employees, and their dependents, shall be provided by the Borough by purchasing the coverage or by self-insuring the benefit. The co-pays, deductibles, and definitions stated in the documents describing these plans are contractually controlling on the parties to this agreement.

B. The plan shall include a prescription drug benefit with a \$5.00 co-pay for generic drugs, a \$15.00 co-pay for brand-preferred prescriptions, and a \$25.00 co-pay for brand, non-preferred prescriptions.

C. Notwithstanding any other provision in this Agreement, the Borough shall have the right to change existing medical, surgical and hospitalization insurance to a plan that is comparable to the coverage which is presently being provided. Comparable in this context does not mean exactly the same. The employees, however, retain the right to grieve the Borough's determination that the plan is comparable. If the Union does not agree that a plan selected by the Borough is comparable, it will so state, in writing, to the Borough within fourteen (14) calendar days of the plan being provided to the employees by the Borough, or such longer period as mutually agreed to by the parties in writing. In that event, the Borough may not unilaterally implement the proposed new plan, however, it may immediately process the dispute before a neutral arbitrator selected pursuant to the arbitration step of the grievance procedure. The decision of the arbitrator on the issue of comparability shall be issued within forty-five (45) calendar days of the Union's written notice contesting that the plan selected by the Borough is comparable and shall be final and binding and will determine if the Borough is authorized to implement the new plan.

D. Police Officers shall have an annual opportunity to decide whether to enroll in the Borough's medical insurance plans and the level of coverage desired (single, two-person, or family). Officers electing to enroll shall be responsible for ten percent (10%) of the cost of the coverage selected. Officers shall be permitted to participate in the Borough's Section 125 Plan, which enables them to make their contributions with pre-tax dollars. In the event the premium contribution level for the Borough's Public Works or General Government employees is lowered below ten percent (10%) in the future the premium contribution rate for Police Officers shall be lowered to the same rate.

E. A police officer who voluntarily resigns from employment with the Borough, having achieved the length of service requirement which makes the officer eligible for a non-diminished, regular, pension (i.e., once that officer also achieves the requisite superannuation age), and who has accrued at least 160 hours of sick leave, shall be entitled to reimbursement, in an amount not to exceed \$125.00 per month, for the cost to the officer of his/her purchase of post-employment health care. An officer will be eligible for such reimbursement from the month following the month of resignation and for the 119 consecutive months thereafter. In addition, such a former employee will be eligible for such reimbursement only where the ex-officer does not have available to him/her post-employment health care coverage at no cost to the ex-officer or the ex-officer's spouse. Reimbursement pursuant to this benefit shall be made quarterly with the former employee supplying to the Borough receipts/cancelled checks demonstrating that he/she has made the requisite payments to a health care provider, or through a showing that the

former officer's spouse is obtaining health insurance for the former officer, through the spouse's employer, at a cost to their family.

F. In lieu of the reimbursement benefit listed above, the Police Officer who has accrued at least 160 hours of sick leave at the date of retirement, will be eligible to continuation of health insurance by the Borough. The length of time during which the health insurance is continued shall be determined by calculating the length of time the employee's sick leave would have continued had the employee not retired. To be eligible for continuation of health insurance by the Borough, the employee must meet the eligibility requirements for payment of a retirement benefit under the employee's late retirement, or disability benefit, but not a vested benefit. At the end of the period of continuation, the retired employee shall be offered the same options for continuation of health insurance as offered to all other employees at retirement.

In lieu of the continued health insurance coverage, the Borough will provide a cash option if an employee eligible for the benefits described above elects cash instead. The amount of the cash option would equal one-half of the premium that the Borough would have paid for the retiring employee's continued health insurance. The premium shall be calculated at the rate in effect on the date of retirement.

G. Cadillac Tax Reopener. Effective July 1, 2017, in the event that the Borough receives notice or information indicating that its police health care costs will result in the Affordable Care Act Excise Tax commonly referred to as the "Cadillac Tax" being imposed on the Borough's police health care plan, whether directly by the federal government or through such tax being passed on by the insurance provider, the Borough shall have the option of reopening the contract to address potential plan design changes to the health care plan one time (1X) during each year of the remaining term of this contract. The express purpose of this reopener is to change plan design such that no Excise Tax is imposed or is kept to a minimum.

- Any such reopener shall be commenced by the Borough giving notice to the Union within thirty (30) days following the Borough's receiving notice or information indicating that its health insurance costs will result in the Affordable Care Act Excise Tax known as the "Cadillac Tax" being imposed on the Borough's healthcare plans for a particular year. Once the contract is reopened by the Borough, it is agreed that the Borough and Union shall meet promptly in an attempt to reach an amicable resolution.
- In the event no resolution is reached, an interest arbitration hearing shall occur no later than thirty (30) days following the Borough's reopener request, which shall be presided over by a tripartite panel selected in accordance with Act 111.
- A decision shall be rendered by the Panel within forty-five (45) days following the Borough's initial request to reopen the contract.

At any time during the term of this contract, the parties may, by mutual agreement agree to, or agree to submit to Act 111 interest arbitration, issues such as changes regarding plan coverage, plan carrier, plan design, eligibility, HRAs, HSAs or other reimbursement arrangements, employee contributions, deductibles or co-payments.

## ARTICLE XII

### Vacation Leave

A. Vacation leave, with pay, shall be granted to all Police Officers of the Department in accordance with the provisions herein:

1. Each Officer shall have completed a minimum of one year of continuous employment before becoming eligible to take vacation leave.

B. Vacation shall be accrued in accordance with the following schedule:

From the first day of the month following the date of employment through the end of the 12th month, 24 hours will be accrued.

From the 13th month following the date of employment through the end of the 60th calendar month, at the rate of 96 hours per year.

From the beginning of the 61st calendar month through the end of the 120th calendar month, at the rate of 120 hours per year.

From the beginning of the 121st calendar month through the end of the 180th calendar month, at the rate of 144 hours per year.

From the beginning of the 181st calendar month through the end of the 240th calendar month, at the rate of 168 hours per year.

From the beginning of the 241st calendar month and thereafter, at the rate of 192 hours per year.

The vacation accruals above-stated shall be earned at the rate of 8 hours each calendar month, 10 hours each calendar month, 12 hours, 14 hours or 16 hours each calendar month, depending on the length of service.

1. Vacation accrual will be calculated on the basis of the nearest whole month. Vacation allowed will be calculated in hours.

2. Probationary employees will accrue vacation during their probationary period but shall be ineligible for such vacation until they become permanent employees. In the event of their separation prior to their permanent appointment, they shall be ineligible for terminal vacation.

3. Accrual of Vacation While on Leave. An employee shall continue to accrue vacation while on any other compensated leave.

C. Vacation shall be administered as follows:

1. Department Head Approval. All vacation leave requests shall be subject to the approval of the Chief of Police or of his designate.

2. Vacation Schedule. Vacation leave must be in accordance with the departmental vacation schedule.

3. Vacation Leave Charges. Vacation leave shall be charged as used in amounts of not less than one hour. The Borough may establish reasonable regulations relating to such incremental use of vacation time. It will meet and discuss such regulations with the Union before implementation. The reasonableness of any such regulations is an issue which may be grieved.

4. Accrued vacation shall be totaled monthly.

D. Vacation may be accrued to a maximum of the amount accrued in two years of employment. Any hours in excess of the maximum accrual shall be automatically cancelled.

E. Accrued, but unused, vacation will be paid upon termination to employees leaving the Borough service in good standing. This vacation time will be paid back at the rate of pay being earned at the time of termination. Unless authorized by the Borough Manager, terminal vacation may not exceed 240 hours.

## ARTICLE XIII

### Holidays

A. For Police Officers hired after January 1, 2016, they shall earn 80 hours of paid holiday, with hours prorated for a partial year of employment. Police Officers hired before January 1, 2016, shall earn 104 hours of paid holiday per year at the rate of 8 hours for each full month of employment, and 8 additional hours as of July 1 of each year.

B. The practice of allowing Police Officers to take holidays as single days or in groups shall be maintained with the understanding that the use of an individual day would not interfere unduly with the providing of adequate police protection. The decision regarding whether there would be undue interference with the providing of adequate police protection would be the Chief's determination, and that determination would be grievable.

Subject to approval by the Chief of Police, Probationary Police Officers may carry over holiday hours from their first year of employment into the next calendar year when it is impractical for the officer to take time off before the end of the first calendar year.

C. A terminating employee shall be entitled to compensation for all holidays earned but not used.

## ARTICLE XIV

### Sick Leave

A. Sick leave, with pay, shall be granted all Police Officers as prescribed herein and for the following reasons:

1. Physical incapacity not incurred in the line of duty, except for an incapacity incurred while engaged in outside employment.
2. Personal illness.
3. Enforced quarantine of the employee in accordance with public health regulations.
4. Sickness in the immediate family, subject to approval in accordance with procedures established by the Chief of Police.
5. Absence necessitated for medical reasons during pregnancy and immediately thereafter shall be regarded as sickness for the purposes of sick leave.
6. Bereavement leave extension, as provided in Article XV, third paragraph.
7. Officers shall be permitted to use sick leave during regular duty hours for medical or dental appointments.

B. Sick leave shall accrue and be administered in the following manner:

1. Sick leave shall accrue on the basis of 96 hours per year, 8 hours for each full month of service beginning with the first day of the month following the date of employment for employees hired before January 1, 2016. Sick leave taken shall be charged in amounts of not less than one hour.
2. For officers hired after January 1, 2016, sick leave shall accrue on the basis of 72 hours per year on a prorated basis throughout the year. Sick leave taken shall be charged in amounts of not less than one hour.
3. Unused sick leave shall continue to accumulate.
4. It is the intention of both parties that sick leave shall not be considered for future repayment for earned time for employees but shall be strictly as sick leave protection.

C. The Chief of Police or Borough Manager shall have the right to verify reported sickness of any Police Officer and may require a doctor's certificate for absences.

D. A Police Officer who is eligible for a family or medical leave in accordance with the Family and Medical Leave Act of 1993 shall be granted up to 12 weeks of leave for the purposes outlined in the Act. Any paid leave used by the employee in connection with the family or medical leave shall be counted toward the 12 weeks. Whether the leave is paid or unpaid, while on approved family or medical leave, the Borough shall continue the officer's health insurance coverage under the same conditions that were in effect immediately prior to the leave.

## ARTICLE XV

### Bereavement Leave

Bereavement leave shall be granted, upon approval of the Chief of Police, for death in the immediate family. Such leave is not to exceed one week.

"Immediate family," for the purpose of bereavement leave, includes: mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law and legal guardian. In unusual cases, the definition of "immediate family" may be extended upon approval of the Chief of Police and the Manager.

In the case of grandparents, grandchildren, sons-in-law, daughters-in-law, brothers-in-law and sisters-in-law, one day of bereavement leave shall be granted, provided the employee actually uses the day to attend the funeral. If necessary, up to two days of sick leave may be used by an employee to extend bereavement leave for these relatives. The necessity of such extension shall be determined by the Chief of Police, based on extenuating circumstances involved such as travel time, special relationship with the deceased, etc.

## ARTICLE XVI

### Military Leave

Military leave shall be granted in accordance with applicable law. Nothing in this Agreement shall be interpreted as granting an employee any pay or benefit in addition to that as provided by law.

## ARTICLE XVII

### Equipment and Uniforms

A. The Borough shall provide the Police Officers with guns, ammunition and other necessary police accessories, including foul weather rubber boots and with uniforms appropriate for the season of the year, including shoes. Police Officers shall provide their own underwear and appropriately-styled and colored socks.



B. Uniforms shall be cleaned and repaired at Borough expense. Loss of Borough equipment and damage to the Police Officers' clothing will not be the responsibility of the Police Officer in the absence of gross or culpable negligence.

C. Police Officers shall report, when necessary, for measurements and fittings for uniforms and for other processing needed to obtain uniforms and equipment. Officers shall be notified of the time and place such measurements or other processing shall occur. Time so spent shall not be considered for overtime compensation when the following conditions are met:

1. At least two different times are available for Officers to report;
2. Officers shall be permitted to report while on duty, when possible; and,
3. Where Officers are unable to report during duty time, the times available for reporting shall be scheduled as closely as possible to the beginning or end of a shift.

## ARTICLE XVIII

### Plainclothes Detail Clothing

A Police Officer, required to work in plain clothes, shall be entitled to a plain clothes allowance of \$.45 per hour. This payment shall be added to the Officer's base rate and is in lieu of providing uniforms and equipment.

## ARTICLE XIX

### Training

A. In-service training shall continue as in the past. Every effort shall be made to schedule it during working time. Mandatory attendance at in-service training programs taken on off-duty time shall be subject to compensation as detailed in Article V of this Agreement.

B. Special schools for technical and professional development shall continue to be made available on the same basis as in the past. Attendance at these schools shall be authorized by the Chief of Police and the Manager. Attendance at special schools shall not be considered eligible work for overtime compensation.

C. The Manager shall be responsible for the administration of the tuition policy for all Police Officers.

1. Each Police Officer shall be eligible for tuition assistance.
2. In order for an employee to qualify for prepayment of tuition (not including any "extra" such as registration fees, laboratory fees, cost of books, etc.), the employee must obtain approval of the Chief of Police and Manager to take the course and

must complete the course with a passing grade. A passing grade in a course shall be defined as a minimum of "C" or equivalent for an undergraduate course and a minimum of "B" or equivalent for a graduate course. If the employee does not obtain a passing grade (as defined above), the tuition will be reimbursed from the employee's pay in accordance with a formal agreement.

3. An employee will not have tuition costs paid by the Borough of State College if tuition costs can be financed through other sources, such as scholarship or fellowship programs. An employee who is entitled to receive a tuition reduction at The Pennsylvania State University because a family member is a University employee will be required to do so.

4. Participating employees will have tuition, or a portion thereof, prepaid as provided in this policy statement when the following records have been presented and processed:

- a. Application by letter to the Manager prior to the beginning of each course.
- b. Provision of University statement showing the amount of tuition charged.
- c. Upon completion of the course, an official notification of the grade obtained for the course must be submitted to the Manager.

5. An employee may be permitted to take up to two courses at a time, up to three times each year, under tuition assistance. The amount eligible for reimbursement shall be based on tuition amounts for courses at the Pennsylvania State University, or the actual amount of the tuition for the approved program, whichever is less. Only one course may be on Borough time, subject to the approval of the Borough Manager. The number of hours an employee uses on Borough time will be cumulative and either (a) be deducted from holiday time off due that employee, or (b), at the option of the Police Chief, the employee will be required to work the number of hours.

6. The selected courses are to be given by an accredited college or university or an approved correspondence course through a school accredited by the National Home Study Council or the National Council of Technical Schools.

7. Tuition payment will only be allowed for course work related to or within the scope of work or which will be beneficial in the performance of the duties of the employee in question or leading to a degree in law enforcement. The determination of the eligibility of the course will be the responsibility of the Manager. Enrollment and participation in course work, which will necessitate absence from work during normal working hours of the employee, will require the prior approval of the Manager. In each case, the Manager shall consider the necessity to require compensatory duty if, in his judgment, it is warranted to satisfy the employee's obligations of employment with the Borough.

ARTICLE XX

Classification Plan and Salary Rates

A. Job classifications are as set forth in this Article. The following classifications are established: Police Officer, Specialist, Sergeant and Lieutenant.

B. Rates of pay for the various classifications are shown in the Table that follows: 2019 – 3%, 2020 – 2.5%, and 2021 – 2.75%.

	2019	2020	2021
Lieutenant	43.3286	44.4118	45.6331
Sergeants	40.6681	41.6848	42.8311
Specialists	39.1477	40.1264	41.2299
Police Officers:			
5 <sup>th</sup> year and thereafter	38.0075	38.9577	40.0290
4 <sup>th</sup> year	36.1072	37.0099	38.0277
3 <sup>rd</sup> year	34.2068	35.0620	36.0262
2 <sup>nd</sup> year	32.3065	33.1142	34.0248
1 <sup>st</sup> year	30.4060	31.1662	32.0233
FTO	28.5057	29.2183	30.0218

From initial date of hire until achievement of the fifth-year police officer's base rate, a police officer shall move through the following steps in achieving the fifth-year patrol officer's base rate:

Academy cadet rates shall be determined and set as part of the Borough Classification and Pay Plan;

- 75% of the fifth-year rate while participating in the field training program;
- 80% of the fifth-year rate for the remainder of the first year of employment;
- 85% of the fifth-year rate for a second-year police officer;
- 90% of the fifth-year rate for a third-year police officer; and
- 95% of the fifth-year rate for a fourth- year police officer.

Furthermore, in each year the rate for a specialist is 3% greater than that of the fifth-year police officer. The rate for a Sergeant is 7% greater than the rate of a fifth-year police officer, and the rate of a Lieutenant is 14% greater than the rate of a fifth-year police officer. Nothing in this agreement requires the Borough to designate anybody as a specialist or to have any particular number of Sergeants or Lieutenant.

C. Police Officers assigned by the Chief of Police to work in Detective Section, Traffic/Warrant Section and Community Relations Section shall be paid at the rate prescribed for Specialists.

D. Officers assigned to the position of Bomb Tech shall receive Specialist pay when performing Bomb Tech duties.

E. A shift differential at 105% of the pay rate shall be paid for officers assigned to the NEAT program (any shift starting after 1700 hours and ending before 0800 hours) and whose days of work include permanent Thursdays, Fridays, and Saturdays.

F. While assigned duties related to their specialized training as fire arm instructors and armorers, (i.e. shooting range instruction, weapon maintenance) certified firearms instructors shall be compensated a \$500 per year stipend for performing duties on the shooting range.

G. While assigned duties related to their specialized training as Hostage Negotiators, (i.e. barricaded gunman) hostage negotiators shall be compensated a \$500 per year stipend.

H. If a Police Officer is reduced in rank in accordance with the provisions of law or ordinance, his compensation shall be reduced to a rate appropriate for the rank to which he is reduced. Employment in all classifications shall be based upon the regulations established in applicable State law, the State College Home Rule Charter and Ordinances and Resolutions of the Borough of State College.

I. If any Police Officer is suspended, he shall not be paid during the period of such suspension, but if his suspension shall not be sustained, he shall be entitled to such payments as are provided by law or by the grievance settlement. This provision shall not apply to administrative suspensions which shall be paid suspensions and shall only be used during the period in which an officer is under investigation.

J. “Acting in Rank” Pay. Effective January 1, 1998, any officer who performs the duties of a higher rank for a majority of the hours on a shift shall receive compensation for the entire shift at the rate the officer would have received had the officer been promoted to that rank. It is specifically understood that patrol shift supervisor is held by the rank of lieutenant. Therefore, if a lieutenant is absent, a sergeant shall receive lieutenant’s pay for being in charge of the shift. No “acting in rank” pay will be paid unless the officer works a majority of the hours on a shift nor will it be paid for any specialized unit or section other than the primary patrol shifts.

K. “On-Call” Pay. Detectives who are included in the rotating assignment of on-call duty shall receive \$0.57 per hour, in addition to their regular rate of pay, for all hours worked.

## ARTICLE XXI

### Longevity

A. Longevity shall be paid based upon length of service in the amount of 1.5% of base salary after five (5) years of service, and an additional 0.25% paid for each year of service thereafter.

B. Longevity pay shall be calculated as of January 1 of each year. Longevity rates in effect on December 31, 2007 shall be increased to the next higher rate on January 1, 2008 and then annually thereafter.

C. Longevity pay shall be applied on top of the base pay for Officers.

## ARTICLE XXII

### Field Training

When actually performing work as field training officer, an officer shall receive 105% of his normal/base hourly rate for every hour, or part of an hour, so worked.

## ARTICLE XXIII

### Premium Holiday

New Year's Day, Thanksgiving Day, and Christmas Day shall be premium holidays. Therefore, all officers who are scheduled to work and do work on those days shall receive pay at the rate of time and one-half for all hours worked on that holiday.

The purpose of the designation of these premium holidays is to allow as many officers to use their vacation or holiday time on these days, while maintaining minimum manpower levels. If there are more officers scheduled to work on a premium holiday than are needed to meet minimum requirements, the Chief of Police or his designee may require one or more officers to schedule and use vacation or holiday time on the holiday or allow one or more officers to move their days off during the week of the holiday if requested by the affected officer(s).

## ARTICLE XXIV

### Parking

The Borough of State College will provide a commuter parking permit to each officer. Officers may purchase a parking garage permit by paying the difference in cost between the commuter permit and the parking garage permit through payroll deduction. Should Borough Council decide to reduce significantly the number of commuter parking spaces available, or if Council decides to eliminate the commuter parking permit program, the Borough and the Association will meet to discuss an alternate officer parking arrangement. The alternate officer parking shall be within a reasonable distance from the Municipal Building.

## ARTICLE XXV

### Strikes

A. The Police Officers agree they shall not authorize, ratify or participate in any strikes, work slowdowns or other activities which can be interpreted as an unauthorized interruption or reduction of services.

B. If a Police Officer engages in such conduct, he shall be deemed to have neglected or violated his official duties, as defined in the Civil Service provisions of applicable State law and shall be subject to suspension and other sanctions in accordance with the grievance procedures of this Agreement and applicable law.

## ARTICLE XXVI

### Recognition

The Employer recognizes the State College Police Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all Police Officers, as defined in Article I herein.

## ARTICLE XXVII

### Maintenance of Membership, Check-off, and Indemnification

A. Any employee who, on the effective date of this Agreement, has joined the Union and authorized dues deduction, or who in the future joins the Union and authorizes dues deduction, must continue the dues deduction and remain a member of the Union for the duration of the Agreement.

B. All deductions made pursuant to this Article shall be transmitted to the Union not later than the fifteenth (15th) day following the end of the pay period in which the deduction is made.

C. The Borough shall deduct regular monthly dues from the pay of employees covered by this Agreement, and who are members of the Union, upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his/her signature, provided that:

1. A Union member/employee shall have the right to revoke such authorization by giving written notice to the Borough and the Union fifteen (15) days prior to the expiration date of this contract and the authorization card shall state clearly on its face the right of the employee to revoke during this period.

2. The Borough's obligation to make deductions shall terminate automatically upon timely receipt of revocation by a Union member/employee of authorization or upon termination of employment or promotion or transfer to a job classification outside the bargaining unit.

D. Pursuant to the United States Supreme Court's decision in Janus v. American Federation of State, County, and Municipal Employees, Council 31, No. 16-1466, 585 U.S. \_\_\_\_ (2018) which held that agency shop fees for non-Union member employees were unconstitutional, the Borough immediately ceased such deductions effective the date of the Court's decision, June 27, 2018.

E. The Union shall indemnify and hold the Borough harmless, and defend against any and all claims, suits, orders, or judgments brought or issued against the Borough as a result of the action taken or not taken by the Borough under the provisions of this Article.

## ARTICLE XXVIII

### Effect on the Agreement

A. This Agreement constitutes the entire Agreement regarding wages, benefits and working conditions between the Union and the Borough of State College.

B. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to the future enforcement of all the terms and conditions of this Agreement.

C. No provisions of this Agreement shall be retroactive prior to the effective date, unless otherwise specifically stated herein.

D. Any benefits in excess of this contract, granted unilaterally by the Borough, are temporary in nature and may be withdrawn by the Borough at any time at its prerogative and are not a precedent in connection with future bargaining.

## ARTICLE XXIX

### Other provisions

If, in any future year, the parties are unable to reach a contract by collective bargaining and arbitration occurs, the Arbitration Board is hereby authorized to make an arbitration award for a 2- or 3-year period.

## ARTICLE XXX

### Suspension, Demotion and Discharge

The Employer shall not suspend, demote or discharge without just cause. If an employee alleges that the disciplinary action was without just cause, he may elect to appeal either through the grievance procedure commencing with the third step and including arbitration, as outlined in Article VIII, or under the Civil Service provisions of the applicable State law, the State College Home Rule Charter and Ordinances and Resolutions of the Borough of State College. Once the election is made, by initiating action under either procedure, the election shall be binding on the employee and the Union and the employee and the Union shall be estopped from appealing under the other procedure. In the event that the estoppel provision of this Section is invalid or otherwise not binding, then the Union will reimburse the Employer for the backpay liability to which it is subject as a result of a judicial determination involving this Section. The arbitrator shall have the right to sustain or deny the grievance or otherwise modify the penalty.

## ARTICLE XXXI

### Reduction in Force and Layoff

Any layoffs or reductions in force shall be accomplished in accordance with applicable State law, the State College Home Rule Charter and Ordinances and Resolutions of the Borough of State College.

## ARTICLE XXXII

### Residency Requirement

Police Officers shall be permitted residence at any point which is thirty (30) or less road miles from the Municipal Building, except that, Police Officers shall be permitted to reside anywhere in the Centre Region. Present "grandfathered" situations shall be permitted to remain in effect.

## ARTICLE XXXIII

### Random Drug Testing

The Borough shall have the right to have police officer tested for illegal drugs and alcohol in accordance with a policy adopted by the Borough.



ARTICLE XXXIV

Workers Compensation Physician Panel

The Borough shall have the right to establish a Workers Compensation Physician Panel. After notice is given to employees, as provided by law, employees are required to use a provider included on the Borough's approved panel for initial treatment of a work-related injury.

ARTICLE XXX

Duration of the Agreement

This Agreement shall be effective on January 1, 2019 and shall remain in full force and effect until December 31, 2021. It shall automatically be renewed from year to year unless either party shall give the other party notice of the desire to terminate, modify or amend this Agreement. Such notice shall be given in accordance with the provisions of Act 111 of the legislation of the Commonwealth of Pennsylvania.

BOROUGH OF STATE COLLEGE

Attest: Sharon K. Ergler By: Thomas J. Fountaine, II  
Sharon K. Ergler Thomas J. Fountaine, II  
Assistant Borough Secretary Borough Manager

STATE COLLEGE POLICE ASSOCIATION

Attest: Bryan Foster By: Bryan Foster