Task Force on Policing and Communities of Color
Recommendations Report
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Executive Summary

In the Fall of 2020, in response to national racial inequities involving the killing of Black/African Americans by police officers, a new task force on policing and communities of color was officially charged. Since the task force’s formation, across the nation more Black/African American men and women have lost their lives at the hands of law enforcement officers. While the work of this task force cannot attend to all of the changes necessary to address historical and systemic challenges between police and communities of color, our goal was to provide a path forward for our local policing agencies1 to improve the relationship between them and communities of color. This task force, comprised of university employees and community members was asked to: consider what progress had been made since a 2016 task force report was issued, examine procedures from the local policing agencies, and examine use of force data, specifically as it pertains to communities of color. Upon review of the progress made since the 2016 report, this task force found that the two police departments who originally received the recommendations engaged in various strategies to improve their relationships with communities of color. Additionally, while the remaining local police agencies were not part of the original task force several of the departments had engaged in various tactics aimed at improving their relationship with communities of color as well.

Data gathered from local policing agencies highlights that while communities of color are subject to use of force tactics, whites were the racial group in which force was most widely used. The use of force tactics often experienced by communities of color, a majority of whose members are Black or African American were: threat of taser, handcuffing, control and compliance2, and mechanical compliance3. Unsurprisingly, arrest records reflect the majority white population in Centre County. However, given the different ways local policing agencies collect and report their data, it is challenging to discern whether potential implicit bias exists in their policing.

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1 This report uses the terminology local policing agencies to refer to the following police departments: Bellefonte Police Department, Ferguson Township Police Department, Patton Township Police Department, Spring Township Police Department, State College Police Department, and University Police and Public Safety.
2 Control and compliance was identified as leverage, take downs, holds, and come-alongs.
3 Mechanical compliance was identified as including wrist locks, arm bar or other techniques applied when a subject resists or pulls away from an officer’s grasp, potential leverage applied by utilizing handcuffs, issued baton, or stationary object.
This task force report makes recommendations in 5 key areas, with subtopics embedded in each area. These recommendations include:

Need for External Consultants
  - There is a need to better understand and address relations between police and communities of color. While this task force was designed to be representative of the local community, it cannot speak for each area of the community. An external consultant who can provide an assessment of community perceptions of police, attend to the working relationships between local police agencies during large scale events that attract non-white attendees, and critically engage in analyses regarding case processing following arrests, are all areas for further investigation.

Diversifying the workforce
  - As did the last taskforce, we recommend that the police workforce be diversified. Local policing agencies should consider new and novel ways of hiring, such as cluster hiring. Additionally, we recommend the creation of a Diversity, Equity, and Inclusion Director/Equity Officer to provide broad support to all local policing agencies for DEI initiatives.

• Data Consistency
  - The six different police agencies have six different ways of capturing and reporting their data. To better track and monitor future efforts, this task force believes that investments must be made to ensure the consistent tracking, management, and sharing of data. The ability for our community to readily retrieve aggregate data that can highlight the presence or lack of bias in policing is critical to developing a culture of trust.

• Training Initiatives
  - Continued learning and education on various topics is essential to the continued success of many professions, and law enforcement is no exception. While continued education around implicit/unconscious bias, cultural competency, and other targeted diversity topics are important for all, we recommend the development of specialized officers who are trained on topics relating to mental health, substance abuse, and domestic violence/assault. Additionally, the establishment of a Crisis Intervention Team may be helpful in facilitating these
trainings. Further, training for all officers needs to be sustained and ever-evolving to ensure that local police agencies are able to serve communities based on their current needs.

- Community
  - The final recommendation area focuses on the community, and specifically community engagement. While subsections of police departments engage in daily contact with members of the community, this opportunity is not often afforded to all members of the police force, nor does it engage the broader community. We believe that in order to improve the relationship between police and communities of color, police agencies should work with and provide resources and support to the myriad non-profit agencies that exist in Centre County.
Introduction

In 2015, Tom Fountaine, State College Borough Manager and David Gray, Senior Vice President for Finance and Business/Treasurer at The Pennsylvania State University, convened a group of faculty, staff, students, and community members, in a task force aimed at identifying ways to “improve the relationship among law enforcement and underrepresented racial and ethnic minority communities.” The final report from the initial task force included recommendations that “focused on advancing greater diversity and inclusion within University and local police departments, training police officers to more effectively serve a diverse community and fostering increased community engagement to address the concerns of underrepresented community members.” In the Fall of 2020 in response to ongoing racial inequities plaguing the nation, President Barron reconvened and reconfigured the task force (see Appendix A – Penn State News Article) to “explicitly examine all procedures and practices related to bias and use of force including those that result from the University’s partnerships across the commonwealth.” The Task Force was also asked to examine “where University and local police departments have made, or not made, progress since the task force released its initial report and recommendations.”

The need for the ongoing work of the task force increases as national demands for change mirror local calls for justice in the Centre County region. The list of names associated with nationally known killings of unarmed Black people including Ahmaud Arbery, George Floyd, and Breonna Taylor that sparked protests seeking police reform and accountability in 2020, continues to grow in 2021.

Fountaine and Gray again convened a mixed group of faculty, staff, students, and community members, but also extended the membership of the task force to include representation from the local boroughs/municipalities surrounding the University Park campus (see Appendix B – Task Force Membership). When charging this new task force, Fountaine and Gray encouraged members not to feel constrained by any previous iteration of the report or update to the report. Instead, they asked the task force to push the proverbial envelope so that Penn State and the local community might become a leader in transforming the relationship between police and communities of color. Given the size and breadth of experience represented on it, the task force was well positioned to achieve that goal.
Once convened, this task force agreed that to complete its work, members would divide into 3 groups: one focused on assessing the progress made on the initial task force’s recommendations, one focused on reviewing readily available data to understand the current state of policing from our local policing agencies⁴ and lastly one focused on benchmarking and identifying best policing practices in communities of color.

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⁴ This report uses the terminology local policing agencies to refer to the following police departments: Bellefonte Police Department, Ferguson Township Police Department, Patton Township Police Department, Spring Township Police Department, State College Police Department, and University Police and Public Safety.
Progress Since 2016 Report

The first subcommittee examined the progress made on the initial task force's 5 recommendations, which included:

1. Promote greater recognition and celebration of our successes as a community.
2. Increase the recruitment and retention of employees of color in the police departments.
3. Provide consistent and on-going education for Penn State students and employees, residents in the surrounding communities, and the local police departments.
4. Target outreach and marketing to build/improve stakeholder engagement.
5. Establish a baseline of parameters and develop appropriate metrics to assess improvement.

Given this request, a spreadsheet (see Appendix C – Recommendations Update Spreadsheet) was developed to provide a consistent format for collecting information from all local policing agencies. It should be noted that while all local policing agencies were aware of the 2016 recommendations, only the State College Police Department and University Police and Public Safety received these initial recommendations. Though the policing agencies in Bellefonte Borough, Ferguson Township, Patton Township, and Spring Township were not asked to consider or implement the 2016 recommendations they were invited to respond to the same information request. The spreadsheet included the following categories for each of the 5 recommendations from the 2015 task force report: a) Actions to date, b) Date Accomplished/Target Date, c) Person or Department Responsible, and d) Success Metrics (see Appendix D – Department Responses). After receiving the completed spreadsheets from each department, the information was reviewed using the following considerations:

1. Has the Police Department supplied a sufficient response to each question? Particularly “Actions to Date” and “Success Metrics.”
2. Do we need to ask for further clarification on any points before we summarize?
3. What are some best practices that we can highlight and affirm?

Given the array of responses given by each department, a brief content analysis was completed to better understand the shared responses.
Promote greater recognition and celebration of our successes as a community.

Police Departments used different mediums to recognize and highlight community involvement, including social media, website publications, and newsletters. Police Departments have extended their networking efforts and collaborations with faith-based organizations, registered student organizations, businesses, and social/civic groups, and have established key contacts for participation and visibility in community activities and monthly meetings.

Increase the recruitment and retention of employees of color in the police departments.

Police Departments have increased their employee recruitment efforts through outreach to communities with growing minoritized populations, job fairs, community-based organizations, colleges and universities, and by tapping into established networks. There are some known obstacles to diversity in the police hiring process currently set up for the State College Police Department. However, SCPD is exploring the option of pursuing exemption from the PA Civil Service law. University Police and Public Safety has revamped its job descriptions, recruiting materials, and information on the website to better attract officers of color.

Provide consistent and on-going education for Penn State students and employees, residents in the surrounding communities, and the local police departments.

Police Departments reported engaging in extensive training initiatives. Trainings have included officer mandated trainings as well as diversity trainings, implicit bias trainings, immigration trainings, and mental health and intellectual disability trainings. Police Departments also provided training opportunities for the community, such as the Centre County Region Citizens Police Academy and Know your Rights. Recent initiatives have included Q&A sessions, participation in D&I and social justice panels, events, and trainings.
**Target outreach and marketing to build/improve stakeholder engagement.**

Outreach activities reported by the Police Departments include monthly participation in Campus Community Unity meetings. Other outreach activities have included participation in Special Olympics, Junior Police Academy for high school students with an interest in law enforcement careers, and bike patrols to promote citizen-officer interactions. Police Departments have also engaged in efforts to make many of their policies, procedures, and reports publicly available on their respective department websites. Further, departments have partnered with various entities at Penn State to conduct joint presentations to the community on improvements to policies and procedures.

**Establish baseline parameters and develop appropriate metrics to assess improvement.**

The police departments who were part of the initial task force (SCPD, UPPS) reported partnering with surrounding Centre County police departments to strategize about community outreach efforts. A formal collection of data to evaluate police interactions has been in effect since 2016, and publication of these reports is available on their websites. Other initiatives include the establishment of Community Policing unit programs and the creation of the Accountability and Transparency Initiative (UPPS). For police departments that were not part of the original task force, baseline parameter metrics to assess improvement included establishing a record management system to keep records of police interactions, and the implementation of body worn camera programs to help build trust between citizens and police officers.

**Progress Made Summary**

Overall, better progress was made in some areas than others. State College Police Department (SCPD) and University Police and Public Safety (UPPS) were further along in implementing recommendations given that they were the primary recipients of the 2016 report. While other local policing agencies were not part of the initial recommendations report, several have been engaged in implementing various efforts to improve their relationship with communities of color.

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5 A key tenet of CCU is to identify and attempt to address, with appropriate stakeholders, critical racial or equity related issues or incidents that arise in the community.
(see – Appendix E – Township Proclamations). Given the progress made from SCPD and UPPS, there exists hope that substantial headway will be gained in the effort to strengthen the relationship between police and communities of color with the addition and collaboration of other local policing agencies.
Currently Available Data

To fully understand policing practices, information from the local policing agencies represented on the task force was requested. Specifically, we requested data deemed most relevant to the task force's work including: traffic stops, police contacts, use of force, calls for service, arrest statistics, complaints, employment demographics, county jail statistics, and disposition of cases. Table 1 includes information on whether the desired data were requested (R), unavailable (U), or obtained (O).

### Table 1. Data Requests (5 Years: By race/ethnicity/gender/age, when available)

<table>
<thead>
<tr>
<th>POLICE DEPARTMENT</th>
<th>TS¹</th>
<th>PC²</th>
<th>UOF³</th>
<th>CS⁴</th>
<th>AS⁵</th>
<th>ED⁶</th>
<th>CJS⁷</th>
<th>DOC⁸</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bellefonte Police Department</td>
<td>U</td>
<td>O</td>
<td>O</td>
<td>R</td>
<td>O</td>
<td>O</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Ferguson Township Police Department</td>
<td>U</td>
<td>R</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Patton Township Police Department</td>
<td>U</td>
<td>R</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Spring Township Police Department</td>
<td>U</td>
<td>R</td>
<td>O</td>
<td>R</td>
<td>O</td>
<td>O</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>State College Police Department</td>
<td>U</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>University Police and Public Safety</td>
<td>U</td>
<td>U</td>
<td>O</td>
<td>Partial</td>
<td>O</td>
<td>O</td>
<td>R</td>
<td>R</td>
</tr>
</tbody>
</table>

Table Key: ¹Traffic Stops; ²Police Contacts; ³Use of Force; ⁴Calls for Service; ⁵Arrest Statistics; ⁶Employment Demographics; ⁷County Jail Statistics; ⁸Disposition of Cases.

Current traffic citation forms in use by all local policing agencies do not record a driver’s race/ethnicity, thus all departments could not provide detailed traffic stop data in the desired breakdown for analysis. The findings based on an analysis of the other data points are discussed in the following sections.

**Bellefonte Police Department**

In 2019, there were an estimated 6,241 residents in Bellefonte Borough. The Borough is 94% White. The majority of the remaining residents are Black (4.4%) and Hispanic (2.6%). The median income in the Borough is $56,250. Notably, fewer than 10% of the borough residents are living in poverty. With a long history dating to 1875, the Bellefonte Police Department currently has 11 officers (10 men & 1 woman). All officers are white. The 3 non-sworn officers are also

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⁶ It should be noted that the demographic data for this report was captured between October 2020 and April 2021, as such demographic data related to staffing within the local policing agencies may have changed by time of publication of this report.
white and include 2 women and 1 man. The department also has 2 certified school-based police officers who are also referred to as School Resource Officers (SRO’s).

**Arrests, Citations, and Use of Force**

From January 1, 2015 to December 1, 2020, there were a total of 440 arrests in Bellefonte. Whites were arrested for 90% of the offenses (N=397). Blacks were arrested for 9% (N=40) of the offenses and Asians were arrested for less than one percent of the offenses (N=3). The criminal citations (N=345) in Bellefonte mirror those of arrests, with whites receiving the most citations (N=318), followed by Blacks (N=21), and Asians (N=5). Based on the population and arrest data, there appears to be a racial disparity in the arrest of Blacks that warrant further investigation. The 43 juvenile arrests, from 2015 to 2020, were split between Whites (N=35) and Blacks (N=8). In terms of the use of force by race, Whites were the racial/ethnic group in which force was most widely used (Table 2).

**Table 2: Bellefonte Borough Police Department: Type of Force Used by Race/Ethnicity, 2015-2020**

<table>
<thead>
<tr>
<th>Race</th>
<th>Use of Taser</th>
<th>Threat of Taser</th>
<th>Control and Compliance</th>
<th>Use of Baton</th>
<th>Point Duty Weapon</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td>5</td>
<td>3</td>
<td>20</td>
<td>0</td>
<td>4</td>
<td>32</td>
</tr>
<tr>
<td>Black</td>
<td>0</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>Asian</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Hispanic</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>Total</td>
<td>6</td>
<td>5</td>
<td>21</td>
<td>0</td>
<td>4</td>
<td>32</td>
</tr>
</tbody>
</table>

Bellefonte borough does not count use of force for arrests where cuffing is done and where there is no resistance and no control is required.

**Ferguson Township Police Department**

In 2019, there were an estimated 19,462 residents in the township. In addition, the median household income in the township was $74,560. This is an important note, because despite the strong median income, 18.4% of persons in the area meet the poverty-level. Of the residents, whites (76%) comprised much of the population. Representing nearly 16% of the population, Asians represented the largest segment of the racial/ethnic minorities residing in the area. Combined, Black (4.7%) and Hispanic (3.7) residents represent fewer than 10% of the population in the township. The Ferguson Township Police Department has 22 sworn officers. The department is comprised of 21 white men and 1 white woman.
**Calls for Service and Arrest Statistics**

From 2015 to 2020, the Ferguson Township Police Department received 28,075 calls for service and made a total of 871 arrests. The bulk of these arrests were for Driving Under the Influence (N=201), Liquor Law violations (N=124), and Disorderly Conduct (N=102). Overall, police made few arrests for serious offenses within the township. Whites (75.0%, N=653) were arrested for most offenses, while Blacks (15.0%, N=131) and Asians (9.9%, N=86) also had a large share of the arrests. Only 1 American Indian or Alaskan Native was arrested during the 5-year period (0.1%, N=1). This data suggests a racial disparity in arrests among the Black population.

**Use of Force Statistics**

During the selected 5-year period, there were 432 total instances of use of force. Most of these instances involved handcuffs as the key instrument of force (N=369). In very few instances was serious force, such as displaying one’s firearm (N=6), used. In terms of the use of force by race, as shown in Table 3 Whites were the racial/ethnic group in which force was most widely used. Like the arrest statistics, Blacks experienced a disproportional amount of use of force (11.8%, n = 51), compared to their representation in the population.

<table>
<thead>
<tr>
<th>Race</th>
<th>Display Firearm</th>
<th>Handcuffing</th>
<th>Mechanical Compliance</th>
<th>Open hands/hands on</th>
<th>Officer Injury</th>
<th>Suspect Injury</th>
<th>Taser Display</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td>4</td>
<td>240</td>
<td>11</td>
<td>25</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>286</td>
</tr>
<tr>
<td>Black</td>
<td>1</td>
<td>42</td>
<td>2</td>
<td>6</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>51</td>
</tr>
<tr>
<td>Asian</td>
<td>0</td>
<td>29</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>31</td>
</tr>
<tr>
<td>Not Listed</td>
<td>1</td>
<td>58</td>
<td>1</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>64</td>
</tr>
<tr>
<td>Total</td>
<td>6</td>
<td>369</td>
<td>14</td>
<td>36</td>
<td>2</td>
<td>3</td>
<td>2</td>
<td>432</td>
</tr>
</tbody>
</table>

**Table 3:** Ferguson Township Police Department: Type of Force Used by Race/Ethnicity, 2015-2020

**Patton Police Department**

Patton Township has a population of almost 16,000 residents. The population is largely White (84%). Racial/ethnic minorities represent the remaining residents: Asian (9.3%), Black or African Americans (5.2%), Hispanic (3.5%), and Two or More Races (1.5%). The median income in the area is approaching $68,000 and the level of persons living in poverty is approximately 18%. The Patton Police Department has 19 sworn officers that includes a Chief, 3 full-time detectives, 12 full-time patrol officers, and 3 patrol sergeants. Except for 1 white
female officer and an Asian male officer, the remainder of the force is comprised of white men. The department also has 2 full-time non-sworn employees who are both white women.

**Calls for Service, Arrests, and Use of Force**

The Patton Township Police Department received 21,800 calls for service from 2015 to 2020. These calls resulted in 1,236 arrests (5.7% of calls resulted in an arrest). Whites (74.8%, N=924) had the largest share of arrests, with Blacks or African Americans (18.0%, N=222) and Asians (7.3%, N=90) occupying the remaining arrests. With a population of 5.2%, the fact that Blacks/African Americans represent 18% of the arrests during this 5-year period may reveal racial disparities which are deserving of further investigation. Of the more than 21,000 calls for service, only 67 required use of force. Most of the use of force incidents involved control/compliance (N=56). Table 4 provides a summary of the incidents. Whites (N=47) were involved in the most use of force incidents, followed by Black or African Americans (N=18), and Asians (N=6). Men were involved in slightly less than two-thirds of the use of force incidents. In addition, white men and white women accounted for the largest racial/gender breakdown of the incidents; this was followed by Black or African American men (N=11) and Black or African American women (N=7). Similar to the arrest statistics, Blacks or African Americans represent a disproportionate share of the use of force (26%), compared to their population size.

**Table 4:** Patton Township Police Department: Type of Force Used by Race/Ethnicity, 2015-2020

<table>
<thead>
<tr>
<th>Race</th>
<th>Use of Taser</th>
<th>Threat of Taser</th>
<th>Control and Compliance**</th>
<th>Use of Baton*</th>
<th>Point Duty Weapon</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td>4*</td>
<td>2</td>
<td>35</td>
<td>1*</td>
<td>1</td>
<td>43</td>
</tr>
<tr>
<td>Black or African American</td>
<td>1</td>
<td>1</td>
<td>16</td>
<td>0</td>
<td>0</td>
<td>18</td>
</tr>
<tr>
<td>Asian</td>
<td>0</td>
<td>0</td>
<td>5</td>
<td>0</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>Hispanic</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Total</td>
<td>5</td>
<td>3</td>
<td>56</td>
<td>2</td>
<td>2</td>
<td>68*</td>
</tr>
</tbody>
</table>

*One incident involved the use of a baton and taser. This incident was counted twice.

**Control and Compliance (leverage, take-downs, holds, and come-alongs)**

**Spring Township Police Department**

An estimated 8,056 residents live in Spring Township. The residents of the area are predominantly White (97.4%), with no single racial/ethnic group comprising more than a half percent of the population (two or more races comprised 1.6%). The median household income in
the Township is $63,917. In 2019, the percent of persons in poverty was 2.7%. The Spring Township Police Department is comprised of 6 full-time sworn patrol officers (5 white: 1 Hispanic) and 1 female non-sworn office staff secretary.

_Arrest Data_

There were 316 arrests made of adults between January 2018 and February 2021. Whites comprised almost 92% of the arrestees (N=290). Of the remaining arrests, Blacks (N=24; 7.6%) comprised the largest share of the remaining arrests. White youth comprised the entire share of juvenile arrests (N=24) during the three-year period. With Blacks representing fewer than 1% of the Spring Township population, a 3-year arrest rate of 7.6% point to a potential racial disparity which warrants further study.

_Use of Force Data_

There were fewer than 20 use of force incidents over the past five years in Spring Township. Every instance of force used during this period involved White arrestees. Table 5 provides additional details about these use of force incidents.

<table>
<thead>
<tr>
<th>Race</th>
<th>Use of Taser</th>
<th>Threat of Taser</th>
<th>Control and Compliance**</th>
<th>Use of Baton</th>
<th>Point Duty Weapon</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td>2</td>
<td>1</td>
<td>12</td>
<td>1</td>
<td>1</td>
<td>17</td>
</tr>
<tr>
<td>Black</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Asian</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Hispanic</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>2</td>
<td>1</td>
<td>12</td>
<td>1</td>
<td>1</td>
<td>17</td>
</tr>
</tbody>
</table>

** Spring Township does not count use of force for those arrests where cuffing is done and where there is compliance, and no extra control is required**

_State College Police Department_

The State College Police department (SCPD) is responsible for providing police services to a community (State College Borough, College Township, and Harris Township) of more than 54,000 residents, many of whom are affiliated with Penn State. The racial/ethnic demographics of the area include a population that is largely white (82%), with Asian (11.2%), African American (4.5%), and Latino/Hispanic (4.4%) comprising the largest segments of the
population. The SCPD is authorized to have 60 police officers. The majority are White (N=50) and male (N=45). There are three officers that identify as minority (1 Hispanic, 1 Asian, 1 Native American). The SCPD is currently filling several vacancies and are actively recruiting to fill. Of the civilian employees, there are eight female and three male employees.

*Use of Force Data*

The State College Police Department received 139,902 calls for service from 2015 to 2020. These calls resulted in 10,513 arrests (7.5% of calls resulted in an arrest). Of the nearly 140,000 calls for service, use of force was deployed on 346 people. Most of the use of force incidents involved mechanical compliance (N = 328).

Table 6 provides a summary of the incidents. Whites (N = 303) were involved in the most use of force incidents, followed by African Americans (N = 68), and Unknown (N = 6). Men (N = 304) were involved in three-fourths of the use of force incidents. With a population in State College of 4.5%, African Americans represented 16.3% of the arrests over a 5-year period. These statistics may suggest racial disparities that warrant additional investigation.

<table>
<thead>
<tr>
<th>Race</th>
<th>Mechanical</th>
<th>OC Spray</th>
<th>Use of Taser</th>
<th>Impact Devices</th>
<th>Less Lethal Impact Devices</th>
<th>Deadly Force</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td>256</td>
<td>25</td>
<td>12</td>
<td>8</td>
<td>2</td>
<td>0</td>
<td>303</td>
</tr>
<tr>
<td>African American</td>
<td>48</td>
<td>8</td>
<td>10</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>68</td>
</tr>
<tr>
<td>Asian</td>
<td>10</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>11</td>
</tr>
<tr>
<td>Hispanic</td>
<td>10</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>11</td>
</tr>
<tr>
<td>Unknown**</td>
<td>0</td>
<td>21</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>21</td>
</tr>
<tr>
<td>Other</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>Total</td>
<td>328</td>
<td>55</td>
<td>23</td>
<td>9</td>
<td>2</td>
<td>1</td>
<td>418*</td>
</tr>
</tbody>
</table>

*Total number is higher than total number of persons where physical force was used. In some instances, more than one force option was necessary to effect an arrest on the same person. The total number represents total use of force deployments.

**The unknown category is a result of use of OC spray in large crowd control incidents to disperse the disorderly gathering. In those incidents the persons sprayed dispersed and were never identified to obtain some of the demographics (age, race, gender).

*University Police and Public Safety*

University Police and Public Safety provides services to 22 Penn State University campuses across the Commonwealth and is a full-service police agency that. The police force is comprised

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7 Specific racial or gender demographic arrest records were not provided for analyses.
of 146 sworn officers and 71 non-sworn employees. Of these, women comprise 14% of the sworn officers and 42% of the non-sworn personnel. There are 17 racial/ethnic minorities on the force. The racial/ethnic breakdown of these officers is as follows: 10 Hispanic, 4 Black, 2 Asian, and 1 person identifying themselves as being of two or more races. There are 71 non-sworn officers. Only three of them identified as a racial/ethnic minority (1 American Indian/Alaska Native, 1 Asian, and 1 Black).

At the University Park campus there are 102 sworn and non-sworn employees (94 Staff, 6 Technical Services, and 2 Part-time staff). Racial/ethnic groups comprise a small share of the University Park Police employees, with Asians and Blacks accounting for fewer than 5% of the staff and Hispanics representing approximately 5%. Whites (75%) and Undeclared (14.9%) account for the remainder of the employees. Men account for 66% of these employees. Students who assist University Police are referred to as Auxiliary Officers. Due to the ever-changing demographic of the student population, specific numbers are more difficult to identify. Approximately 60% of the students identified under the Undeclared category. The remainder identified as White (24.3%), Hispanic (9.5%), Asian (2.7%), and Black (2.7%). The staff and student employees serve a population of more than 45,000 students and 16,000 employees. The student population is largely white (61.8%). The size of the remaining racial/ethnic groups is as follows: Hispanic/Latino (6.9%), Asian (6.1%), African American (3.9%), Two or more races (3.4%), Race/ethnicity unknown (2%), and both American Indian/Alaskan Native and Native Americans comprise less than one percent. International students of assorted racial/ethnic backgrounds comprise the remainder of the student body (15.3%). Whites comprise the largest number of University Park employees (56.7%). The breakdown of racial/ethnic minority employees are as follows: Asian (5.5%), Hispanic/Latino (3.6%), and Blacks/African American (2.5%). The largest share of the remaining employees fall under the categories of: Race/ethnicity unknown (12.1%) and International (18.0%). As with students, both American Indian/Alaskan Native and Native Americans comprise less than one percent of employees.

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8 The Task Force requested data specific to the officers at University Park. The requested data was not provided.
**University Police and Public Safety (UPPS) Data**

In December 2020, the University Police and Public Safety (UPPS) commenced its Transparency & Accountability Initiative that provides publicly available information, via their website,\(^9\) on efforts UPPS has been engaged in to further develop trust with the communities they serve. For example, the 2019 arrest data shows that there were 885 arrests for varying offenses at the University Park campus.\(^10\) Of these arrests, the racial breakdown was as follows: White (81.6%), Black (11.3%), Asian (7.1%), and Hispanic (3.4%). With a Black/African American student population of 4%, and an African American employee population of 2.7%, UPPS’s University Park data may suggest racial disparities in arrests that warrant further investigation.

UPPS’s use of force data from 2016-2020 (from across all Penn State University campuses) (Table 7) indicates that there were 390 instances in which force was used on 289 individuals. White individuals (N = 200) were most represented (260). Blacks/African Americans (45 individuals and 57 different types of force used) were next, and Other (17 individuals and 32 different types of force used) came after that. Strikingly, police deployed their firearms in encounters with people in the Other category in nearly half the use of force cases. Disaggregate data for this category is needed to discern more about the people and circumstances involved in the incidents before the high rates of firearm deployment and firearm discharges can be explained. (All incidents of firearm discharges involved persons in the Other category). In addition, Black/African Americans were involved in nearly 21% (11/53) of the use of force incidents involving firearm deployment. Moreover, nearly 20% (11/57) of the force used against Black/African Americans involved firearm deployment. These cases also warrant additional investigation into the context for the encounters. Additional review of the case incidents and use of multivariate analysis might shed light on whether there are other factors in play that might explain why Black/African Americans appear to have higher firearm deployment rates than other identifiable racial/ethnic groups. Use of force data by gender was not available in time for this report.

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\(^{9}\) [https://www.police.psu.edu/transparency-and-accountability-initiative](https://www.police.psu.edu/transparency-and-accountability-initiative)

\(^{10}\) [https://www.police.psu.edu/upps-data](https://www.police.psu.edu/upps-data)
Table 7: University Police and Public Safety: Use of Force by Race/Ethnicity, 2016-2020\textsuperscript{11, 12}

<table>
<thead>
<tr>
<th>Race/Ethnicity</th>
<th>Number of Individuals</th>
<th>Restraint Empty Hands</th>
<th>Restraint Baton</th>
<th>Restraint Handcuffing</th>
<th>OC Deployment</th>
<th>OC Discharge</th>
<th>Taser Deployment</th>
<th>Taser Discharge</th>
<th>Firearm Deployment</th>
<th>Firearm Discharge</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td>200</td>
<td>63</td>
<td>0</td>
<td>165</td>
<td>1</td>
<td>0</td>
<td>10</td>
<td>2</td>
<td>19</td>
<td>0</td>
<td>260</td>
</tr>
<tr>
<td>Black/African American</td>
<td>45</td>
<td>8</td>
<td>2</td>
<td>27</td>
<td>1</td>
<td>1</td>
<td>6</td>
<td>1</td>
<td>11</td>
<td>0</td>
<td>57</td>
</tr>
<tr>
<td>Hispanic</td>
<td>14</td>
<td>6</td>
<td>1</td>
<td>13</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>23</td>
</tr>
<tr>
<td>Asian</td>
<td>13</td>
<td>4</td>
<td>0</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>7</td>
<td>0</td>
<td>18</td>
</tr>
<tr>
<td>Other</td>
<td>17</td>
<td>2</td>
<td>0</td>
<td>6</td>
<td>1</td>
<td>3</td>
<td>2</td>
<td>0</td>
<td>14</td>
<td>4</td>
<td>32</td>
</tr>
<tr>
<td>Total</td>
<td>289</td>
<td>83</td>
<td>3</td>
<td>218</td>
<td>3</td>
<td>4</td>
<td>19</td>
<td>3</td>
<td>53</td>
<td>4</td>
<td>390*</td>
</tr>
</tbody>
</table>

UPPS’s use of Force data includes all reported incidents from across all Penn State University campuses. UPPS defines force as all actions above non-resistant compliant handcuffing.

A use of force incident is classified as one single episode of Use of Force against an individual.

*Use of force reports are documented by each officer who used force during an encounter with an individual or group. It is possible that there may be several Use of Force reports documented for one individual person or group. Therefore, at times, there could be more total uses of force than there are individuals involved in a use of force incident.

Current Data - Summary

The data provided from the policing agencies largely includes arrest and use of force data by race/ethnicity and gender. A critical review of the data identifies several important-but expected-findings. First, many of Centre County’s townships/municipalities/boroughs are comprised largely of white residents. Despite the limited racial/ethnic diversity in the county, there are some limited pockets of diversity. Even so, the police departments within the county are in large part reflective of the residents. In particular, with the large number of Penn State students, staff, and faculty under the purview of the local agencies (see - Appendix F – Penn State Employee Racial/Ethnic Breakdown by Select Centre County Township) it will be essential for these departments to seek out ways to not only diversify their police forces but to also make their constituency comfortable engaging with them on a personal level. Representation matters and may be one way to develop the trust required to develop effective police community relations. Further, the racial/ethnic disparities that may be present in the arrests and use of force data

\textsuperscript{11} Use of Force data includes all reported incidents from across all Penn State University campuses.

\textsuperscript{12} Baton strikes, though tracked, are not included in this data as there were no use of force incidents involving baton strikes.
warrant additional analyses. It is possible that individuals arrested within a specific
township/municipality/borough may not be a resident of that same area.
Recommendations

Need for External Consultants

As a collection of individuals, the task force was able to engage in tremendous amounts of discovery related to various topics. Much of the information we were able to glean was provided either willingly from various policing agencies and/or municipalities or identified from publicly accessible means. However, we believe that in order to engage in a systemic analysis of various components surrounding policing practices in communities of color, a consultant must be hired to engage in an in-depth analysis of:

Perceptions concerning police community relations

- We need a focused understanding of how domestic minoritized communities perceive police. Though previous surveys have been completed within State College and University Police and Public Safety, the demographics of those who completed the surveys are not representative of the demographics of the local community. It may be helpful to engage in both a more focused quantitative assessment as well as a qualitative assessment, which includes having focus group conversations, to provide a more contextual and in-depth portrait of community concerns.

- We also need to better understand the perceptions and experiences of Non-U.S. Citizens. Based on available data from Penn State, approximately 14% of the local township’s population are international. Additionally, there exists the complexity of tracking both the experiences of Non-U.S. Citizens, as well as inquiries regarding their immigration status.

Working relationship between local police agencies and UPPS during large events which attract non-white attendees

- State College is fortunate to be able to host large scale events at one of its large capacity venues, but little is understood regarding how UPPS and local policing agencies work together during events where there are increased numbers of non-white attendees. An examination of the working relationship between the policing agencies during these large-scale events can help to illuminate if any implicit bias exists while working at such events.
Case processing

- Given the policing agencies within the area, there are likely to be substantial differences in how individuals are processed through the criminal justice system. However, we recommend that an analysis be completed to determine whether minoritized racial/ethnic groups experience a cumulative disadvantage as they are processed through the system. At the core of this analysis will be the need to respond to the larger question: “Do extra-legal factors, such as race/ethnicity and/or gender matter in the processing of cases? Or, in the final disposition?”

Racial/Ethnic disparity analysis

The data from all local policing agencies highlighted that Blacks/African Americans were disproportionately, by population size, more likely to be arrested and be subjected to use of force. Given the transient and intermittent nature of the Centre County population, it will be important to engage in detailed analyses to determine whether racial/ethnic profiling is occurring. Therefore, we recommend that an analysis be conducted to determine whether Blacks/African Americans or other minoritized racial/ethnic groups are being unfairly treated by local policing agencies. Critical to such an analysis are two critical questions: First, “Is unconscious/implicit bias playing a role in the arrest of and use of force towards minoritized racial/ethnic groups within Centre County?” Second, what factors beyond implicit bias might be contributing to the racial disparities?

Diversified Workforce

One recommendation from the 2016 Task Force report was the suggestion that local policing agencies look to further diversify their police departments. And, while we acknowledge that an increase in the number of police officers of color does not necessarily translate into a more inclusive police department, representation matters. Increasing the hiring of employees of color who have face-to-face interactions with the community, may serve to improve community relations, promote a diversity-friendly culture within a department, and possibly increase the attraction and retention of employees from minoritized racial groups.
With this in mind, we offer the following recommendations concerning diversifying the police workforce:

*Cluster Hiring*

- Currently, participating policing agencies hire separately from one another due to their respective unionized agreements, local ordinances, and varied jurisdictions. However, this task force encourages our local policing agencies (with the exclusion of UPPS) to consider the use of cluster hires across agencies and Centre County to enhance the diversity of their workforces. This creative and intentional initiative would focus on regional hiring that targets successful candidates across ranks and positions (police officers and staff) from underrepresented groups including Black, Hispanic, Asian, and Indigenous American, women, men, and gender non-conforming persons. This collaborative regional hiring effort will enable agencies in the region to minimize isolation and lone representation as they increase diversity because each agency’s smaller numbers can be aggregated into a larger regional cohort.

  - It should be noted that this task force is aware of the challenges concerning legislation regarding Veteran’s Preference (see - Appendix G – Veterans Preference) as well as varied collective bargaining agreements (See – Appendix H – Collective Bargaining Agreements). However, while this task force acknowledges that precedence may exist that limits the full implementation of a cluster hiring strategy, we implore leadership within the varied agencies to work with their unions and lobby for change to legislation to advance a more diverse work force. In addition to lobbying for change to legislation, we also recommend the following recruitment strategies be implemented to help diversify the local policing agencies:

  - Recruit at Yellow Ribbon Reintegration Program\textsuperscript{13} events, attend job fairs targeting veterans, and recruit at military installations in Pennsylvania and surrounding states.

\textsuperscript{13} https://yellowribbon.mil/cms/about-us/
• Recruit from Historically Black Colleges and Universities (HBCU’s) within Pennsylvania and other states by attending their career fairs and other prospective recruitment events. A similar model currently exists within some the local policing agencies, but a more unified approach to this is recommended.

**Diversity, Equity, and Inclusion Director/Equity Officer**

- In 2020, University Police and Public Safety hired a Director for Diversity, Equity, and Inclusion to spearhead their many diversity initiatives. Recognizing that each township/borough/municipality may have limited funding, we recommend that local policing agencies pull together resources to create a similar position. This employee would implement effective DEI strategies (e.g., training, hiring, addressing potential bias related incidents involving police) across all agencies by responding to community concerns and also addressing internal issues, and work directly with borough/township managers and agency chiefs to advance an equity centered framework. This individual would also be responsible for creating ways to address any actionable data that would be identified from collected data (see – Data Management recommendation).

- Additional recommended activities for the DEI Director/Equity Officer include establishing a police community relations committee to build relationships with minoritized community members, facilitate greater understand of their concerns and subsequently report that information to the local policing agencies who can then respond to the concerns raised.

- Further, while the DEI Director/Equity Officer will provide policing agencies the opportunity to become more outward facing, we recommend that this position be empowered to address possible issues within departments. The role and work of this position should include all structures and processes within the department, including any issues that officers may have within their own department or with other officers. Provided

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that leeway exists within their CBA, the DEI Director/Equity Officer can help resolve these issues.

Mentorship Program

We recommend that the local policing agencies consider founding a mentorship program, similar to the one in the Pennsylvania State Police (PSP). The PSP Mentoring Program (MP) has the primary goal of improving the success rate of qualified applicants seeking to become PSP Cadets. The MP is also designed to address various other related needs, including the sharing of experiences; mentorship is provided through personal contact via in-person, telephone, e-mail, and social media outlets. Though the mentoring program cannot be specifically designed to focus on minoritized communities, it could be leveraged as a tool to build a stronger recruiting pool of diverse candidates.

Data Consistency

Data consistency across the local policing agencies was identified as a problem by several Chiefs of Police. That is, data is often difficult to collect and typically inconsistent with the information other agencies provide. One such example is the varied metrics used to capture use of force data, as previously discussed in this report. In order to better track, monitor, and transparently report data from local policing agencies, we offer the following recommendations:

Consistent Collection of Data across police agencies

- There exists a need to collect consistent data across the various policing agencies. As an example, in January 2021 State Police\(^{15}\), and subsequently other policing agencies, have been asked to resume/begin collecting data during traffic stops on racial and ethnic identity. However, the extent to which that data or any other relevant data is collected is left up to the discretion of individual policing agencies. We recommend that the local policing agencies work together to define a standard information set that minimally includes race/ethnicity, gender, and age. Other important data collected might include date, time, location, nature of stop, vehicle stop vs pedestrian stop, number of additional

passengers if in a car, search conducted, consent for search sought and granted, assistance requested, and charges or citations issued.

Data Management

- One of the main problems raised by communities regarding law enforcement is the lack of transparency. Some of the research\textsuperscript{16} this task force has reviewed recommends that this issue be addressed with further collection of data that assesses behaviors, disparities, and potential bias in police interactions.

  - Further, to ensure transparency and accountability we recommend that all local policing agencies submit log records from their mobile data computers (MDCs) that align identity information (e.g., badge number, racial identity, gender identity, jurisdiction, years on the force) on a quarterly basis so that a more comprehensive analysis can be completed on an annual basis.

To ensure greater transparency, it is essential that this data is both collected and critically analyzed. Studies have shown that it is unrealistic to expect officers to collect and examine data themselves. This is often attributed largely to their lack of time and/or expertise in the data analytic process.\textsuperscript{17,18} Therefore, we recommend that the university marshal resources from the Office of Planning, Assessment, and Institutional Research (OPAIR) to serve as a proverbial data officer\textsuperscript{19,20} that will aid policing agencies in capturing and reporting consistent data. This data collection and dissemination is consistent with the university's renewed commitment to partnering with and identifying ways to support communities of color. This action will allow policing agencies to divert funds to critical areas that will help strengthen the relationship between them and communities of color (e.g., regional Director for Diversity, Equity, and Inclusion).

\textsuperscript{17}https://www.denverpost.com/2020/09/06/denver-police-officer-time-job-funding-data/amp/
\textsuperscript{19}https://www.voiceofsandiego.org/topics/news/the-promise-and-problems-that-come-with-police-data/
\textsuperscript{20}https://www.cleverism.com/job-profiles/chief-data-officer/
Training

Community members within the local State College borough as well as throughout the country are increasingly concerned with the level of police involvement in mental health calls. To address these concerns, this task force considered various strategies that would provide police officers with the training they need and community members with the assurances they need to remain safe. Therefore, we offer the following recommendations:

Specialized Training

We recommend that all local police agencies consider the adaptation of a specialized officer sector of their agency for activities that fall under the categories: mental health crisis, substance abuse crisis, calls involving juveniles, noise complaints, crisis negotiators, and domestic violence/assault. Select officers would be required to engage in specialized training in these various areas and would be designated as first responders when crises under their jurisdiction arise. A similar model currently exists within several of the local agencies, but a more unified approach to this is recommended.21

Crisis Intervention Team

While all police officers need continued training on how to respond to individuals with mental and developmental disabilities, as well as other marginalized populations, the creation and use of a Crisis Intervention Team22 (CIT) can be beneficial to de-escalate potentially deadly police responses. Thus, we recommend that a CIT be created in Centre County with members of the mental health community and other key wellness advocates to assist local police departments in handling cases involving those with mental and developmental disabilities, as well as to serve in future training and policy review. With this goal in mind, we further recommend that the Centre County Chiefs attend the next Crisis Intervention Team International Conference in Phoenix, AZ, on August 16-18, 2021 (offered in person and virtually) to ensure they are aware of the benefits, latest research on and best practices of CITs before they create a CIT in Centre County.

21 State College Police Department slide deck regarding specialized training – https://content.civicplus.com/api/assets/7d5b2a49-fd6e-46a5-9b25-38e2d7cf336e?cache=3600
22 https://citinternational.org/bestpracticeguide
Offering Continuous Training

We also recommend that continuous de-escalation training be made available to all policing agencies in Centre County. While no specific in-service training timeline is recommended by national programs at this time, several police organizations agree that the training received in police academies is not sufficient to address the changes in community and societal needs in general. It is recommended, however, that in-service training is balanced (focusing heavily on de-escalation strategies and not only on firearms and defensive tactics), community-based (using community experts to offer training or collaborate on training curriculum), and scenario-based using a decision-making model (not lecture-based). Partnerships with organizations including non-profits can make available low-cost opportunities for such training. Training videos and online courses are another way to make content accessible; however, these should be used to complement in-person training, not in lieu of it, since hands-on, scenario-based training has been found to be more beneficial for long-term use of acquired skills. We recommend that local police departments use creative approaches to offer in-service training, by combining resources, using local experts (especially those available through Penn State), using new technologies, and collaborating with other departments to identify effective in-service training opportunities.

Community

Communities across the country have expressed concern over the defunding of community-focused agencies that help to address the root causes of crime, as compared to the overfunding – in many communities – of law enforcement. According to studies by Criminologists researching crime and community structure, a large percentage of crime can be attributed to broken structures within many communities. These broken community structures produce a myriad of effects including housing insecurity, food insecurity, and a dearth of educational and employment programs. These “structural disadvantages,” tend to disproportionality affect people of color. Thus, if we want to work to better everyone's lives and improve law enforcement interactions with people of color, the lack of community resources is a crisis we must address.
Community Engagement

This task force does not possess the power nor the authority to directly alter the Commonwealth or City budget to provide more financial resources to community agencies but can elevate their presence and benefit to our community. As such, we recommend that local policing agencies consider assigning annual service hours for their entire police officers to support local non-profits. Such an effort would not only indirectly work towards bettering the resource crisis that these organizations face, but it would also improve community trust and directly provide officers the opportunity to engage with the local community in a manner substantially different from their daily law enforcement work.

We recommend that officers be allowed to choose which non-profit to engage with, however it is strongly encouraged that the chosen organization have a focus on helping people within the community (e.g., local homeless shelters, food pantries, juvenile education centers)\textsuperscript{23,24}. It is also recommended that the officers' service hours be fully incorporated and considered as part of their official duties, therefore ensuring they receive regular pay during the community service engagement.

Report Summary

This task force has outlined recommendations around 5 critical areas (hiring external consultants, diversifying the workforce, data consistency, training initiatives, and community) we believe are crucial to improving the relationships between policing and communities of color. While we recognize that not all recommendations will be able to be implemented in the immediate future, we strongly encourage the policing agencies who participated on this task force to consider how best to implement these along with the 2016 recommendations, to improve the relationship between police and communities of color. Critical to the success of implementing these recommendations will be the dedication of all Police Chiefs to share resources, collaborate with one another, and commit to a shared philosophy and vision on policing and communities of color. If a need exists to create policy for the advancement of any of these initiatives, we implore police leadership to stand in solidarity so that consistency might be achieved across all agencies.

\textsuperscript{23} https://www.centrehelps.org/new-page-2

\textsuperscript{24} https://www.cacj.us/about_us
One such example is already evident in the use of body-worn cameras, wherein consistent policy currently exists.

It is important that we acknowledge that the local policing agencies do not operate in isolation but are instead part of the larger communities which they serve. Thus, this important work cannot be accomplished without the support from key stakeholders such as borough managers, township leaders, union representatives and leadership, council members, local elected officials, community organizations, university leadership, and most especially the community at large all of whom must be dedicated to advancing a diverse, equitable, and inclusive agenda. As such, while the brunt of this work will need to be accomplished through the local policing agencies, without the steadfast support and guidance from each of these key stakeholder groups as well as many others yet to be named, this work will be nearly impossible to complete.

In summary, we offer one final recommendation – to ensure that this task force be continued, beyond these recommendations, to serve as a support and monitoring structure for both the community and the local policing agencies. As current national and state efforts push for significant policy and procedural changes in areas of public safety (inclusive of police and other agencies) it reinforces the importance of this task force and the need for ongoing work between police and communities of color throughout Centre County. While it may be necessary to condense and refine task force membership, a more permanent establishment of a task force could serve to increase and maintain trust from the community. The ability for this task force to remain highlights transparency and may be key to increasing community trust so that another 5 years do not pass by before these efforts are taken up again.
Appendices

Appendix A – Penn State News Article

Task Force on Policing and Communities of Color is reconvened with more partners
Penn State President Eric Barron has asked the task force to examine bias
and use of force as one initiative in the University’s wide-ranging efforts to address racism

The Task Force on Policing and Communities of Color includes Penn State administrators, faculty, students and staff; the municipalities of State College Borough, Ferguson and Patton townships; University and local municipal police departments; and the Chamber of Business and Industry of Centre County. Image: Patrick Mansell
UNIVERSITY PARK, Pa. — A town-gown Task Force on Policing and Communities of Color including Penn State and local community leaders has been reconvened as one part of Penn State’s ongoing efforts to combat racism, address bias and enhance community safety.

First organized in 2015 with the goal of improving the relationship among law enforcement and underrepresented racial and ethnic minority communities, the Task Force on Policing and Communities of Color includes representation from a wide range of community partners including Penn State administrators, faculty, students and staff; the municipalities of State College Borough, Ferguson and Patton townships; University and local municipal police departments; and the Chamber of Business and Industry of Centre County (CBICC).

The task force’s initial findings and recommendations, released in 2016, focused on advancing greater diversity and inclusion within University and local police departments, training police officers to more effectively serve a diverse community, and fostering increased community engagement to address the concerns of underrepresented community members.

Penn State President Eric J. Barron asked the taskforce to reconvene and expand earlier this year as one of several University-wide initiatives to advance greater equity, diversity and inclusion, including the creation of a Select Penn State Presidential Commission on Racism, Bias and Community Safety, a full review of the Student Code of Conduct, and working with the Penn State Faculty Senate and other stakeholders to implement bias coursework and training for all students and employees. A recent update on the review of the Student Code of Conduct was presented in September to the Penn State Board of Trustees.
Barron has asked the reconvened and reconfigured task force to explicitly examine all procedures and practices related to bias and use of force, including those that result from the University’s partnerships across the commonwealth. The task force also has been charged with examining where University and local police departments have made, or not made, progress since the task force released its initial report and recommendations.

“The reconvening of this task force is asking, ‘How far have we come since our initial purpose when we launched this body, and, in light of persistent problems with racial inequities in policing, what more needs to be done?’ I believe it is important for us to keep focused on progress and action, not only because this moment in time situates us to do that -- but because it is the right thing to do,” said task force Chair Emil L. Cunningham, director for the office of diversity and inclusion for Penn State Finance and Business.

Cunningham noted that this task force is a proactive and visible commitment to the community and to advancing equitable policing and social justice. “The fact that we continue this work is, for me, a recognition that town-gown and community partnerships to discuss, evaluate, commit and communicate tangible progress are key.”

The executive sponsors of the reconvened task force are Penn State Senior Vice President for Finance and Business/Treasurer David Gray and State College Borough Manager Tom Fountaine.

“This Task Force provides us with an opportunity to build on the work from the 2016 Task Force on Policing and Communities of Color, which outlined concrete action steps to further develop healthy and dynamic relationships between law enforcement agencies and our communities of color. The Borough of State College is committed to addressing diversity, equity and inclusion in our community, and ensuring that State College is a welcoming and diverse community, which is a core strategic goal for the borough,” Fountaine said. “I am confident that this task force will provide us
with recommendations that will improve how our law enforcement agency can continue to build and adapt to accomplish our goals of addressing the relationship between police and persons of color.”

Since the initial report of the task force in 2016, Penn State has created a Community-Oriented Policing Unit to work with campus and student organizations, take part in campus activities and provide community programming and events. University Police and Public Safety helped pilot the creation of the Equity Action Resource Team to assist with staff search diversity and inclusion efforts, including hiring and promotion within University police. Police officers at University Park have undergone trainings on cross-cultural communication, community policing, cultural competency, implicit bias and crisis intervention, as well as training with the Penn State Law Center for Immigrants’ Rights Clinic. University Police also proactively provide programming and services to underrepresented groups on campus, including events in partnership with the Center for Sexual and Gender Diversity and Paul Robeson Cultural Center. Following a thorough review, Penn State has also committed to purchase body-worn cameras for all police officers at 22 campuses.

The full membership of the taskforce includes:

- Emil Cunningham, task force chair, director of diversity and inclusion for Penn State Finance and Business
- Jesse Barlow, State College Borough Council president
- Joseph Milek, chief of police operations for Penn State University Police and Public Safety
- John Gardner, chief of the State College Police Department
- Iris Richardson, director of diversity, equity and inclusion for Penn State University Police and Public Safety
- Ronald Filippelli, State College mayor
- Charima Young, Penn State director of local government and community relations
- Chris Albright, Ferguson Township chief of police
Carlos Wiley, director of the Penn State Paul Robeson Cultural Center
Tyler Jolley, Patton Township chief of police

Shoba Wadhia, director of the Penn State Law Center for Immigrants’ Rights
Clinic Seria Chatters, State College Area School District director of equity and inclusivity and Penn State adjunct associate professor of education

Patreese Ingram, Penn State College of Agricultural Sciences assistant dean of multicultural affairs

Kevin Kassab, State College Borough community engagement manager
Melissa Landrau Vega, director of the Penn State Multicultural Resource Center

Charles Dumas, State College Borough planning commission member and professor emeritus in the Penn State School of Theatre

Derek James, co-chair of the Penn State President’s Commission for Racial/Ethnic Diversity

Irene Miller Wetzel, CBICC vice president for member engagement

Cynthia Young, department head and associate professor of African American studies

Centrice Martin, assistant to the Ferguson Township manager

Lydia Abdullah, retired director for the office of diversity and inclusion for Penn State Finance and Business

Shaun Gabbidon, Penn State Harrisburg distinguished professor of criminal justice
Aaron Kaufman, executive director of Penn State Hillel

AnneMarie Mingo, assistant professor of African American studies and women’s, gender and sexuality studies

Julia Byran, associate professor of education

Carol Eicher, Penn State Human Resources consultant for Auxiliary and Business Services
Lorraine Jones-Taylor, Penn State graduate student and president of the State College branch of the NAACP

Monet Smith, Penn State student and Black Caucus political action chair

Terry Watson, Penn State World Campus student advocacy specialist

Sandra Del Pilar, communications manager for the Penn State Office of the Bursar

Brooke-Lynn Williams, Penn State student athlete

More information on Penn State’s ongoing efforts to advance diversity, equity and inclusion can be found at actiontogether.psu.edu.

Last Updated October 28, 2020
Appendix B – Task Force Membership

Lydia Abdullah (past-chair)
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Director (retired), Office of Diversity and Inclusion
Finance and Business, PSU
lydiaabdullah@outlook.com

Chris Albright
Chief of Police
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Jesse Barlow
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Julia Bryan
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Seria Chatters
Director of Equity and Inclusivity
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Adjunct Associate Professor, College of Education, PSU
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Communications Manager Bursars Office, PSU
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Emeritus Professor School of Theatre at Penn State University
Member of the Borough Planning Commission
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Auxiliary and Business Services, PSU
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Coordinator of Multicultural Programs
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Joseph Milek
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Assistant Professor of African American Studies and Women's, Gender, and Sexuality Studies
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Penn State University
axm583@psu.edu

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VP for Membership Engagement
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Iris Richardson
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Assistant Vice President of Risk Management & University Risk Officer
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Monet Smith
Political Action Chair
Penn State Criminology Student, Black Caucus
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Shoba Wadhia
Associate Dean for Diversity, Equity, and Inclusion
Director, Center for Immigrants' Rights Clinic
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Shawn Weaver
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Brooke-Lynn Williams
Student Athlete Criminology Major
Women's Track & Field
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Cynthia Young
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Department Head, African American Studies
College of Liberal Arts, PSU
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State College Borough
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David Gray (retired)
Sara Thorndike
Senior Vice President for Finance and Business/Treasurer, PSU
thorndikes@psu.edu
### Appendix C – Recommendations Update Spreadsheet

**Police Department:**

**Date Completed:**

**Completed by:**

1. Promote greater recognition and celebration of our successes as a community.

<table>
<thead>
<tr>
<th>Actions to Date</th>
<th>Date accomplished/Target Date</th>
<th>Person or Department Responsible</th>
<th>Success Metrics</th>
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</thead>
<tbody>
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2. Increase the recruitment and retention of employees of color in the police departments.

<table>
<thead>
<tr>
<th>Actions to Date</th>
<th>Date accomplished/Target Date</th>
<th>Person or Department Responsible</th>
<th>Success Metrics</th>
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</table>

3. Provide consistent and on-going education for Penn State students and employees, residents in the surrounding communities, and the local police departments.

<table>
<thead>
<tr>
<th>Actions to Date</th>
<th>Date accomplished/Target Date</th>
<th>Person or Department Responsible</th>
<th>Success Metrics</th>
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</table>

4. Target outreach and marketing to build/improve stakeholder engagement.
5. Establish a baseline of parameters and develop appropriate metrics to assess improvement.
1. Promote greater recognition and celebration of our successes as a community.

<table>
<thead>
<tr>
<th>Actions to Date</th>
<th>Date accomplished/Target Date</th>
<th>Person or Department Responsible</th>
<th>Success Metrics</th>
</tr>
</thead>
<tbody>
<tr>
<td>We share stories on Facebook, twitter, newsletters, web site</td>
<td>Ongoing</td>
<td>Police and communication coordinator</td>
<td></td>
</tr>
<tr>
<td>Monthly report outlining PD activities</td>
<td>Monthly</td>
<td>Police and communication coordinator</td>
<td></td>
</tr>
<tr>
<td>Web site - Statistics (arrests, use of force and summary of calls for service) posted monthly. Use of force policy posted online.</td>
<td>Ongoing</td>
<td>Police and communication coordinator</td>
<td></td>
</tr>
</tbody>
</table>

2. Increase the recruitment and retention of employees of color in the police departments.

<table>
<thead>
<tr>
<th>Actions to Date</th>
<th>Date accomplished/Target Date</th>
<th>Person or Department Responsible</th>
<th>Success Metrics</th>
</tr>
</thead>
<tbody>
<tr>
<td>Created a police officer eligibility list (Hiring). Advertised through newspapers, PA Chiefs, Police One and job search engines. Sent testing announcement to various community colleges (HACC and ACCC). Sent recruiters to PSU and IUP. Diverse group tested....No department openings. Test fee is waived if person claims they can't pay (No proof needed).</td>
<td>2018</td>
<td>Police</td>
<td>Improved testing demographics but no hirings</td>
</tr>
</tbody>
</table>

3. Provide consistent and on-going education for Penn State students and employees, residents in the surrounding communities, and the local police departments.
<table>
<thead>
<tr>
<th>Actions to Date</th>
<th>Date accomplished/Target Date</th>
<th>Person or Department Responsible</th>
<th>Success Metrics</th>
</tr>
</thead>
<tbody>
<tr>
<td>Know Your Rights event @ PSU</td>
<td>2018</td>
<td>Police</td>
<td></td>
</tr>
<tr>
<td>Meet and Greet at Apartment Complex</td>
<td>2018</td>
<td>Police</td>
<td></td>
</tr>
<tr>
<td>Created informational handout (Scams and other issues) Posted on web page too</td>
<td>2019</td>
<td>Police and Communications coordinator</td>
<td>More planned for 2021</td>
</tr>
<tr>
<td>Problem with school bus violations - Forwarded PennDot flyer to PSU Global</td>
<td>2019</td>
<td>Police</td>
<td></td>
</tr>
<tr>
<td>International Students targeted by &quot;tax&quot; scam. Notified PSU Global</td>
<td>2018</td>
<td>Police</td>
<td></td>
</tr>
<tr>
<td>Information shared through Facebook, Twitter, web site and Twp newsletter</td>
<td>Ongoing</td>
<td>Police and communication coordinator</td>
<td></td>
</tr>
<tr>
<td>Coffee and Conversation</td>
<td>quarterly</td>
<td>Albright / Police</td>
<td></td>
</tr>
<tr>
<td>Homeowner's Rental Association Meetings</td>
<td>2 times per year</td>
<td>Albright / Hendrick / Police</td>
<td></td>
</tr>
<tr>
<td>Scam discussions at two local churches</td>
<td>2019 (2020 events canceled)</td>
<td>Albright / Hendrick</td>
<td></td>
</tr>
<tr>
<td><strong>Brief summary of police training since 2017</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accreditation through the PA Chief's of Police</td>
<td>2017 (Reaccredited in 2020)</td>
<td>Police</td>
<td></td>
</tr>
<tr>
<td>Crisis Intervention Training (Officers)</td>
<td>21 of 22 officers trained</td>
<td>Police</td>
<td></td>
</tr>
<tr>
<td>Diversity (Cultural / Socio-economic) for officers</td>
<td>All officers attended annually</td>
<td>Police</td>
<td></td>
</tr>
<tr>
<td>ASERT (Autism) for officers</td>
<td>2020</td>
<td>Police</td>
<td></td>
</tr>
<tr>
<td>Implicit Bias / Procedural Justice / Police legitimacy (officers)</td>
<td>2017, 2018</td>
<td>Police / MPOETC (Municipal Police Officer Education and Training Commission)</td>
<td></td>
</tr>
<tr>
<td>De-escalation (officers)</td>
<td>Annually</td>
<td>Police</td>
<td></td>
</tr>
<tr>
<td>Use of Force (officers)</td>
<td>Numerous times annually</td>
<td>Police</td>
<td></td>
</tr>
</tbody>
</table>
Domestic Violence / Sexual Assault training including trauma-based interviewing | Regularly / 2019 last course | Police |

4. Target outreach and marketing to build/improve stakeholder engagement.

<table>
<thead>
<tr>
<th>Actions to Date</th>
<th>Date accomplished/Target Date</th>
<th>Person or Department Responsible</th>
<th>Success Metrics</th>
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<tbody>
<tr>
<td>Regional Citizen's Academy</td>
<td>Annually</td>
<td>Police</td>
<td></td>
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<tr>
<td>Bike Rodeo</td>
<td></td>
<td>Police</td>
<td></td>
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<tr>
<td>Camp Cadet</td>
<td>Annually</td>
<td>Police</td>
<td></td>
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<tr>
<td>Special Olympics Law Enforcement Torch Run</td>
<td>Annually</td>
<td>Police</td>
<td></td>
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<tr>
<td>So Long to Summer Shindig (Touch a vehicle)</td>
<td>Annually</td>
<td>Police and Public Works</td>
<td></td>
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<tr>
<td>School walk-through (lunch with kids)</td>
<td>Ongoing</td>
<td>Police</td>
<td></td>
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<tr>
<td>No Shave November - Raise money for local charities</td>
<td>Annually</td>
<td>Police</td>
<td></td>
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<tr>
<td>Shop with Cop - Benefit local families (Partner with Patton Township Police)</td>
<td>1st year</td>
<td>Police</td>
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<tr>
<td>Halloween - Handout glow bracelets</td>
<td>Annually</td>
<td>Police</td>
<td></td>
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<tr>
<td>Grade school graduation parades</td>
<td>2020</td>
<td>Police</td>
<td></td>
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<tr>
<td>Buddy Walk - Down Syndrome</td>
<td>Annually</td>
<td>Police</td>
<td></td>
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<tr>
<td>4th of July Parade</td>
<td>Annually</td>
<td>Police</td>
<td></td>
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<tr>
<td>Birthday &quot;drive-bys&quot;</td>
<td>2020</td>
<td>Police</td>
<td></td>
</tr>
<tr>
<td>Participate in Patton Safety Fair</td>
<td>Annually</td>
<td>Police</td>
<td></td>
</tr>
<tr>
<td>Campus Community Unity</td>
<td>Monthly Meetings</td>
<td>Police</td>
<td></td>
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<tr>
<td>Ride of Silence</td>
<td>2019 (2020 canceled)</td>
<td>Police</td>
<td></td>
</tr>
<tr>
<td>State College Film Festival</td>
<td>1st year</td>
<td>Police</td>
<td></td>
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<tr>
<td>Implementation of Body / Car Camera</td>
<td>2018</td>
<td>Police</td>
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</table>

5. Establish a baseline of parameters and develop appropriate metrics to assess improvement.
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</table>
1. Promote greater recognition and celebration of our successes as a community.

<table>
<thead>
<tr>
<th>Actions to Date</th>
<th>Date accomplished/Target Date</th>
<th>Person or Department Responsible</th>
<th>Success Metrics</th>
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<tbody>
<tr>
<td>Utilize the Patton Township website</td>
<td>Ongoing</td>
<td>Patton Township Administrative Secretary</td>
<td></td>
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<tr>
<td>Utilize the Patton Township Facebook page</td>
<td>Ongoing</td>
<td>Patton Township Administrative Secretary</td>
<td></td>
</tr>
<tr>
<td>Utilize C-NET</td>
<td>Ongoing</td>
<td>Patton Township Administration</td>
<td></td>
</tr>
<tr>
<td>Utilize Neighbors by Ring</td>
<td>Jan-21</td>
<td>PTPD</td>
<td></td>
</tr>
<tr>
<td>Discuss community policing efforts and report on positive news from the PD at the Patton Township Board of Supervisors meetings (broadcast on C-NET)</td>
<td>Monthly</td>
<td>Chief of Police/PTPD</td>
<td></td>
</tr>
<tr>
<td>Officers attended the &quot;Do You Know Your Rights&quot; event at PSU Chief Jolley was a panelist and Ofc. Shaffer attended to participate in discussion with students after the event</td>
<td>27-Nov-18</td>
<td>Chief Jolley/PTPD</td>
<td>Based on discussion with students after the event it seemed well received and beneficial.</td>
</tr>
<tr>
<td>Chief Jolley and Patton Township Manager, Doug Erickson attend the monthly Campus and Community in Unity meetings</td>
<td>Monthly</td>
<td>Doug Erickson/Chief Jolley</td>
<td>Good venue to highlight successes and any issues happening in the community and with the police department.</td>
</tr>
<tr>
<td>Officers are encouraged to engage with members of the community especially with youth. This includes stopping and getting out of their cars to show off their car or uniform or to shoot hoops with kids playing in a park or toss a football. They are provided with community relations items (e.g. badge stickers/pencils...etc.) to give out while on patrol.</td>
<td>Daily</td>
<td>PTPD</td>
<td></td>
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</table>
PTPD has a strong connection with the Patton Township Business Association (PTBA). The PTBA brings Patton Township business leaders together to discuss their businesses and the Patton Township Safety Fair.

PTPD offers a "ride along" program to anyone interested in participating. Participants will generally ride with an officer for a 2 to 4 hour period to learn about policing specifically in Patton Township. This program has helped with recruitment.

PTPD officers participate in the Citizen's Police Academy program offered to interested citizens in the Centre Region.

| 2. Increase the recruitment and retention of employees of color in the police departments. |
|---|---|---|---|
| **Actions to Date** | **Date accomplished/Target Date** | **Person or Department Responsible** | **Success Metrics** |
| Recruit in areas that have larger African American, Latino and Asian populations. | Ongoing | Chief of Police |  |
| Recruit at University's across the Commonwealth specifically in the Criminal Justice programs. | Ongoing | Chief of Police |  |
| Recruit at the Municipal Police Officer Education and Training Commission (MPOETC) Act 120 academies. | Ongoing | Community Relations Officer |  |
| Recruit on Social Media (Facebook, Township Website) | Ongoing | Township Administrative Secretary |  |
| Recruit by sending job announcement and testing information to Campus and Community in Unity members and speak about job opportunity during meeting. | Ongoing | Chief of Police |  |
Send Job announcement and testing information to the Director of the Paul Robeson Cultural Center.

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Status</th>
<th>Responsible Party</th>
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<tbody>
<tr>
<td>Encourage individuals who participated in ride along program to consider testing with our agency</td>
<td>Ongoing</td>
<td>PTPD</td>
</tr>
<tr>
<td>Post Job announcement to job recruitment sites such as Indeed</td>
<td>Ongoing</td>
<td>Chief of Police</td>
</tr>
<tr>
<td>Post Job announcement to Law Enforcement specific recruitment sites such as Pennsylvania Chiefs of Police Association.</td>
<td>Ongoing</td>
<td>Chief of Police</td>
</tr>
</tbody>
</table>

### 3. Provide consistent and on-going education for Penn State students and employees, residents in the surrounding communities, and the local police departments.

<table>
<thead>
<tr>
<th>Actions to Date</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Officers receive training yearly that provides education on a wide variety of topics to include:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Providing Culturally Competent Services to Victims of Crime, Traumatic Brain Injury &amp; PTSD</td>
<td>2014</td>
<td>PTPD</td>
<td></td>
</tr>
<tr>
<td>Human Trafficking, Community Help Center</td>
<td>2015</td>
<td>PTPD</td>
<td></td>
</tr>
<tr>
<td>Crisis Intervention Team Refresher, Implicit Bias in Good People</td>
<td>2016</td>
<td>PTPD</td>
<td></td>
</tr>
<tr>
<td>Procedural Justice, Mental Health Act Review</td>
<td>2017</td>
<td>PTPD</td>
<td></td>
</tr>
<tr>
<td>Procedural Justice De-escalation techniques, Bias and Hate Crimes, Cultural Diversity II, Immigration 101</td>
<td>2018</td>
<td>PTPD</td>
<td></td>
</tr>
<tr>
<td>Cultural Competency (Cracking Class &amp; Culture Code for LE), Surviving Verbal Conflict (De-escalation for LE)</td>
<td>2019</td>
<td>PTPD</td>
<td></td>
</tr>
</tbody>
</table>
Autism awareness for LE, Diversity (Intersectionality and Enhancing Cross-Cultural Communication, MH/ID/ED | 2020 | PTPD

Officers receive use of force training annually and 16 of our 19 officers have received CIT training. | Ongoing | PTPD

Host implicit bias/cultural diversity training for 2021. Training will be instructed by a member of the Heritage Affairs Section of PSP | March/April 2021 | PTPD

Maintain a robust Field Training Program to include topics of biased based policing, police ethics and community policing. | Ongoing | PTPD

<table>
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<tr>
<th>4. Target outreach and marketing to build/improve stakeholder engagement.</th>
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</thead>
<tbody>
<tr>
<td><strong>Actions to Date</strong></td>
</tr>
<tr>
<td>Establish an officer recognition program to acknowledge a &quot;job well done&quot; by officers within the department</td>
</tr>
<tr>
<td>Work with the SCASD with officers doing walk-thrus and school checks. Ensuring officers are visible and approachable in the schools</td>
</tr>
<tr>
<td>Devote a patrol officer as a School Resource Officer for the schools located in Patton Township. This officer will be available to students who have questions, want to report a crime or simply just want to talk. The SRO speaks with classes on a variety of topics again giving students an opportunity to engage in conversation with a police officer.</td>
</tr>
<tr>
<td>Task Description</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Report monthly to the Board of Supervisors about positive events/work within the department (Meetings are broadcast on C-NET)</td>
</tr>
<tr>
<td>Utilize Social Media (Township Website and Facebook)</td>
</tr>
<tr>
<td>Host ride-alongs</td>
</tr>
<tr>
<td>Participate/Host Community Engagement Events to include the Patton Township Safety Fair. This event is held annually and draws a large number of community members. It provides a great opportunity to speak one on one with area first responders in a relaxed atmosphere. The event is co-hosted by the PTBA</td>
</tr>
<tr>
<td>Participate in the Centre Region Citizens Police Academy to promote the positive work being done by PTPD officers</td>
</tr>
<tr>
<td>Host a Jr. Police Academy for high school age students with an interest in a career in Law Enforcement</td>
</tr>
<tr>
<td>Utilize bike patrols for officers to be more accessible to citizens in the community. Allows citizen/officer interactions outside of an assigned incident</td>
</tr>
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5. Establish a baseline of parameters and develop appropriate metrics to assess improvement.

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<tr>
<td>Implement a body worn camera program. This will help build trust between citizens and police officers and increase accountability for police officers.</td>
<td>August 2018…ongoing</td>
<td>PTPD</td>
<td></td>
</tr>
</tbody>
</table>
Keep accurate records of police interactions with citizens. Fund and maintain a robust records management system.

| Ongoing | PTPD/Police Records |
**Police Department:** State College

**Date Completed:** 12/23/20

**Completed by:** Tom King

1. Promote greater recognition and celebration of our successes as a community.

<table>
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<tr>
<td>Develop visible means to recognize the efforts of our police departments as it relates to diversity, inclusion, and equity achievements.</td>
<td>1st QTR. 2017</td>
<td>SCPD/Chief Gardner</td>
<td>State College Police worked with other Borough officials and a Penn State Law School professor and The Center for Immigrants’ Rights Clinic Director Shoba Sivaprasad Wadhia to implement changes on the Biased Based Policing Policy to include immigration issues for State College Police: <a href="http://news.psu.edu/story/445136/2017/01/13/penn-state-law-state-college-borough-partner-welcome-and-protect-immigrants">http://news.psu.edu/story/445136/2017/01/13/penn-state-law-state-college-borough-partner-welcome-and-protect-immigrants</a></td>
</tr>
<tr>
<td>Use social Media more often and effectively to highlight community policing efforts, positive news, and events.</td>
<td>Ongoing</td>
<td>SCPD Community Relations Unit and SCPD Supervisors</td>
<td>Police increased their use of Twitter and Facebook to convey safety messages and monitor the public comment on our policing actions. It has been used to give direction during emergencies, such as the crowd control/large public disturbances downtown, severe weather events and road closures by issuing warnings to the participants. Promote events consistent with public safety programing and safety messages Highlighting the programs and events both Police Departments have been conducting within the Community. Alert the public to known current criminal scams in our region State College Police currently around 9,700 followers on Twitter but are currently not authorized to have a Facebook page at this time.</td>
</tr>
<tr>
<td>Police to attend event invitations by the University and organizations of color.</td>
<td>3rd Qtr., MLK Plaza Ongoing, Security Assessments</td>
<td>MLK Plaza-SCPD Community Relations Unit Security Assessments-SCPD</td>
<td>“Meet &amp; Greet” event at the HUB Robeson Cultural Center</td>
</tr>
<tr>
<td>3rd Qtr. 2017, 2018, 2019, IFC Events 3rd Qtr. 2018, House of Worship Workshop 4th Qtr. 2019, Black Lives Inside of Blue Lives</td>
<td>Community Relations Unit IFC- SCPD Officers and Command Staff House of Worship Workshop-SCPD Community Relations Unit Black Lives Inside of Blue Lives-Chief Gardner</td>
<td>“Know your Rights” event at the HUB Robeson Cultural Center Community relations/recruitment tent at MLK Plaza event Site Security Assessments or Run, Hide, Fight Active Shooter training for various businesses, schools, and houses of worship within the community, including but not limited to Unity Church of Jesus Christ, Brit Shalom, Unitarian Universalist Church, and WellSpring Church. Participation in Community &amp; Campus in Unity (CCU) Attended IFC First Responders appreciation dinner in 2017, 2018, and 2019. In conjunction with DHS hosted two Active Shooter/Site Assessment workshops for houses of worship. There were attendees from several different counties including Centre County. There were approximately 180 attendees between the two workshops. Chief Gardner attended “Black Lives Inside of Blue Lives” event at Freeman Auditorium October 29, 2019 hosted by the Paul Robeson Cultural Center that was moderated by Carlos Wiley. Panelists were former police officers Corey Pegues, Carlol Horne and Damon Jones.</td>
<td></td>
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</tbody>
</table>
| Police departments to provide time and opportunities for officers, and integrate the expectation into their jobs, so they can be seen on campus and participate in events. | Ongoing efforts  
3rd Qtr, Yearly, Camp Cadet  
3rd Qtr, Yearly, Special Olympics Torch Run | SCPD/ Community Relations Unit and Command Staff  
Camp Cadet, SCPD & PSU Staff  
Special Olympics Torch Run-SCPD and PSU PD staff | Police have reached out and met with diverse groups in order to develop contacts and to showcase the department’s commitment to developing relationship in the campus community. Groups included the following:  
Community and Campus in Unity (CCU), Community Diversity Group (CDG), LGBTQ, Black Student Union/Penn State Black Caucus, Penn State Muslim Students Association, Members of LGBTQ Advisory Committee for State College Borough, International Student Programing (Global Penn State), Congregation Brit Shalom, Muslim community outreach, Various Fraternities and Sororities, Homeless Population  
Both departments continue to provide ride-a-long to anyone desiring.  
SCPD officers along with the Office of Community Engagement have participated in New Student Orientation since 2016, along with annually staffing tables at Lion Bash  
Officers’ education and outreach efforts on/off campus  
Participated in the following annually: Special Olympics Law Enforcement Torch Run, Centre County Law Enforcement Camp Cadet program for both boys and girls week-long camp, New Student Orientation (NSO) for new Penn State students and parents, Lion Bash, Law Enforcement Memorial Event, and Patton Township Safety Fair.  
Participated in the following: Hometown Hero event for Spikes game, WPSU sponsored Kids Day, Touch a cruiser event, Senator Jake Corman “Kids Day with the State College Spikes” at Lubrano Park - tabling events to learn more about state and local programs offered in community to assist families, Stand for State initiative for bystander intervention programing, Grange Fair |
parade and meet and greet event, Drug Take Back Program, Career Day at SCASD Delta School, Stay and Play Daycare Safety Fair, Toys for Tots, Centre Region Community Relations Meeting (discuss what programs would benefit the Centre Region and how the different departments can work together), International Student/Resident focus group, webinar on Community Policing and Recruitment, “Know your Rights” event at the HUB Robeson Cultural Center, Mokiata Dialogue on Immigration, on Human Trafficking, on Criminal Justice System, and on Drugs and Alcohol, Centre County Placement Review Committee to review Children and Youth Services cases, various Trick or Treat events throughout the community, video for SCAHS on Active Shooter Response, Community Forum to discuss F-8 statistics, Kid’s Day event downtown, SCASD Straight Talk on Drugs and Alcohol, Special Olympics ‘Buddy Walk,’ Fun Run at Mount Nittany Middle School, and Touch a Truck event at Mount Nittany Medical Center.

Hosted the following: Bicycle Rodeo at local park, a tent to meet and greet children at the Grange Fair and 4th Fest, a table at the Arts Festival and People’s Choice Festival to provide community service and increase community outreach, Child Safety Seat Checkpoint at St. Andrew’s Methodist Church, Student Safety Ambassador training at SCASD for students,

Some of the police presentations/demonstrations provided include: Bicycle Safety workshops and partnering with CentreBike organization, Youthful Offenders Program (YOP) and the Community Drug and Alcohol Program Drug Awareness program for Schlow Library Staff, Cinclair Services (Drug and Alcohol counseling agency), Surviving Active Shooter - StaySAFE training to
faculty, staff and students, Fraud Awareness at several churches and for the State College Rotary, Cyber bullying and Internet Safety awareness training at local middle school, Bomb Squad and K9 demo programing, and Parents of Addicted Children Come Together, and TRIAD active adult center on our role within the community.

Some of the meetings and Board involvement of the SCPD include: Monthly TRIAD Meetings which is a program for senior residents to interact with law enforcement, Communities That Care Board, Centre Helps Board, Borough’s LGBTQA Advisory Board for the Borough.

Other miscellaneous outreach and education activities include: Site Security Assessments offered to local schools, businesses, and houses of worship, PSU student interviews, station tours for groups, police internship program offered each semester to 2 students, police volunteer program, worked with the SCASD Health and Safety Team on various safety issues, a police officer certified in SAFE Training, trained Centre Safe (formerly Women’s Resource Center), attended the 55th Anniversary March on Washington event held at the MLK Plaza, and provided office interviews for students completing projects and assignments for course work.
<table>
<thead>
<tr>
<th>Police leadership to identify and embrace key connectors in the community and university to build and gain trust with communities of color. (e.g., faith-based organizations, registered student organizations, businesses and social/civic groups in the community which typically reach people of color.)</th>
<th>Ongoing CCU 3rd Qtr. 2015, 2018, 2019 CDG Conference Ongoing efforts-Diverse Group Outreach</th>
<th>CCU-Command Staff CDG Conference-SCPD Staff and Command Staff Divers Groups-CPD Staff</th>
</tr>
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<tbody>
<tr>
<td>Chief Gardner and Assistant Chief Wilson are regular attendees of the monthly Community and Campus in Unity (CCU). Chief Gardner was a panelist for an event sponsored by Penn State’s Rock Ethics Institute titled &quot;Community Dialogue on Criminal Justice,&quot; which was part of the Ethics of Policing Conference. Chief Gardner, other police administrators and police officers attended the 2016 2018 and 2019 Community Diversity Group conference.</td>
<td></td>
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</tbody>
</table>
| Diverse Groups with whom police have contacted/interacted:  
• Faith based organizations  
  Albright-Bethune United Methodist Church, Asian American Christian Fellowship, Assembly of God, Calvary Baptist Church, Chabad of Penn State, Faith United Church of Christ, Interfaith Initiative Centre County, Islamic Center of State College, Jewish Community Center, Congregation Brit Shalom, Korean Students for Christ, Our Lady of Victory, Russian Church of Christ, St. Paul’s AME Church, Center for Spiritual and Ethical Development (CSED), State College Chinese Alliance Church, State College Friends Meeting House, State College Friends School, State College Korean Church, Unity Church of Jesus Christ, University Mennonite Church, Young-Kwang Korean Presbyterian Church, Wellspring Church  
• Local night clubs/Business  
  Adams Apple, Bill Pickles, Café 210 West, Champs Downtown, Corner Room, Deli, Indigo, Lion’s Den, McDonald’s, Phyrst, Primanti Brothers, Rathskellar, Saloon, Schlow Library, Shandygaff, Sharkies, Sheetz, and Zenos SCPD and PSUPD have representatives on the Borough’s LGBTQ Advisory Committee |
Build on the existing community engagement programs so that mutual respect and relationships can be formed and expanded.

2. Increase the recruitment and retention of employees of color in the police departments.

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<tr>
<td>State College Borough evaluating required use of the Pennsylvania Civil Service law for hiring officers – SCPD to determine if “home rule” will provide an exemption.</td>
<td></td>
<td></td>
<td>State College Borough submitted a request to their labor attorney for a legal opinion on whether the Borough is required to follow the Pennsylvania Civil Service law for hiring of police officers. While there are various nuances to the legal opinion received, the bottom line is it is possible for the Borough to discontinue hiring based on the Pennsylvania Civil Service law. Following this decision, the Borough met with and began discussions with the State College Borough Civil Service Commission about the pros and cons on eliminating Civil Service for the hiring process. No decision has been made at this point. NOTE: The State College Police Department tested in 2020. To recruit or encourage persons of color to take the police test, the Borough Human Resource Department and Police Department traveled to many areas throughout Pennsylvania including Philadelphia, Pittsburgh, Erie, Harrisburg, Allentown and Lockhaven, visiting police academies, colleges/universities and job fairs to promote the police testing opportunity.</td>
</tr>
<tr>
<td>Each police department to develop a recruiting strategy to include collaboration with individuals and organizations with ties to racially diverse communities.</td>
<td>3rd and 4th Qrtr, 2020-Recruiting</td>
<td>SCPD Staff</td>
<td>During the 2016 police officer testing process, State College Police created a Police Recruitment and Testing Team consisting of police officers and six (6) community members, including three (3) African American residents and one (1) Latino resident. The State College Police Department began to offer paid internships in 2017 and since then has employed four (4) students of color over the past three years. All four (4) have completed a minimum of one semester internship.</td>
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<tr>
<td>Utilize Penn State Resources for recruitment of people of color.</td>
<td>3rd and 4th Qrtr, 2020-Recruiting</td>
<td>SCPD Staff</td>
<td>SCPD interacted with PSU Department of Criminology and Sociology as well as PSU Career Center.</td>
</tr>
<tr>
<td>Proactively recruit from Pennsylvania counties with growing African American, Latino and Asian populations such as: Berks, Bucks, Chester, Dauphin, Delaware, Lancaster, Lehigh, Monroe, Montgomery, Northampton, and York.</td>
<td>2016, 2020</td>
<td>SCPD Staff</td>
<td>In 2016, SCPD recruited police through 11 different County Career Centers targeting not only local centers but also Counties with a more diverse population. Also contacted the Urban Leagues of Shenango, Lancaster, Philadelphia, and Pittsburgh. In 2016, Recruitment Officers contacted local police training academies to facilitate the hiring of police officers, specifically those police academy graduates who are members of diverse groups as well as various Universities and Business and Technology Centers. Specifically, twenty-eight (28) Universities, Business and Technology Centers, and Police Academies were contacted. In 2020, SCPD advertised at the following: Education Equity, Standing Up for Racial Justice (SURJ), Community &amp; Campus in Unity (CCU), Community Diversity Group, Indeed, Borough Website, and PAChiefs.org. In 2020, SCPD recruited for police officers by visiting the following locations: Allentown Police Academy, Harrisburg Area Community College (HACC), Temple Police Academy, Montgomery County Academy,</td>
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<tr>
<td>Action</td>
<td>Responsible Party</td>
<td>Description</td>
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<tr>
<td>Draw on best practices from the Law Enforcement Recruitment Toolkit and similar resources.</td>
<td>Recruitment</td>
<td>Recruited at Military Veteran Training Centers to attract veterans entering the workforce after military service. The military has a very diverse workforce. Participated in a webinar on Community Policing and Recruitment Explored usage of PoliceApp.com to advertise SCPD job posting nationwide.</td>
<td></td>
</tr>
<tr>
<td>Promote the benefits of working and living in State College with videos that showcase diversity and inclusion in the community and university. Enhance current websites and other promotional materials used for recruitment by including these highlights.</td>
<td>SCPD Staff Webinar-SCPD and Borough Staff and Leadership</td>
<td>SCPD intern developed a new recruitment video. State College Police have a recruitment video promoted on their website.</td>
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</tbody>
</table>

In 2016, Used the following advertisement methods/forums: CDT –newspaper, local radio stations, Career Builder-website, Indeed-website, iHireLawEnforcement.com-website, DiversityWorking.com-website, Policeone.com-website, Monster-website, CNET-television, Jobgateway.com-website, Noble.com-website (National Organization of Black Law Enforcement Executives), Arts Fest Table, Twitter, Facebook.

Increased diversity within SCPD. Since 2016, one Hispanic female officer and one Asian male officer were hired. The police department also has a Native American male officer who began employment prior to 2016.
Personalize the interview process by including residents of color so that candidates can safely have the “difficult” conversations about living in a predominately White area.

3rd, 4th Qrtr. 2019

To assist with the retention of racially diverse employees, the police departments will need their new recruits to view State College/Centre County as a place to be rooted in for long-term as opposed to a temporary stop.

Proactively connect/engage new employees of color with community and university organizations that will ease the transition.

Pursuing the development of a high school program focusing on students of color for police internships or an after-school club-type program introducing students of color to careers in law enforcement and other criminal justice opportunities. The police department is working on the development of this program with the SCASD, including the Director of Diversity, Inclusion and Equity along with community member Terry Watson

Began 1st Q 2020

- Provide consistent and on-going education for Penn State students and employees, residents in the surrounding communities, and the local police departments.

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<td>Evaluate the level of training needed for each staff member within the police departments (not just the officers) as it relates to diversity, inclusion, and equity.</td>
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</table>
Provide training which includes highly interactive modules (including role-playing) that are representative of the scenarios that include people of color engaging with police – on and off campus.

<table>
<thead>
<tr>
<th>Diversity training, 1st QTR., 2016</th>
<th>SCPD and PSU PD staff-Diversity Training</th>
<th>In 2016, State College and PSUPD participated in training involving implicit bias and diversity training. This training was interactive and was well received by the attendees.</th>
<th>In 2017, State College and PSUPD participated in Procedural Justice training. Local Police departments attended the Community Diversity Conference presented by the Community Diversity Group in 2017 and 2019.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procedural Justice Training, 1st QTR., 2017</td>
<td>SCPD and PSU PD staff-Procedural Justice Training</td>
<td>In 2017, State College and PSUPD participated in Bias and Hate Crimes training facilitated by the Pennsylvania State Police Equity and Inclusion Office, Heritage Affairs Unit.</td>
<td>In 2018 Procedural Justice De-escalation training, and diversity training titled &quot;Battle with Moses People&quot;</td>
</tr>
<tr>
<td>Bias and Hate Crimes Training- 1st QTR., 2018</td>
<td>SCPD and PSU PD staff-Procedural Justice, De-escalation, and Battle with Moses People Training Training</td>
<td>In 2018, State College and PSUPD attended Immigration training instructed by Penn State Law School’s Center for Immigrants’ Rights Clinic.</td>
<td>In 2019, State College and PSUPD received Verbal Conflict training o In 2019, State College and PSUPD received Cracking Class &amp; Culture Code for Law Enforcement instructed by Vladimir R. Beaufils of Sound Community Solutions o In 2020, State College and PSUPD received Intersectionality &amp; Enhancing Cross-Cultural Communication training instructed by Natalie Hernandez Depalma</td>
</tr>
<tr>
<td>Procedural Justice Training, 1st QTR., 2018</td>
<td>SCPD and PSU PD staff-Immigration Training</td>
<td>In 2020, State College Police began Race, Equity, and Leadership (REAL) training, ongoing in 2020.</td>
<td>In 2020, State College Police began Race, Equity, and Leadership (REAL) training that will continue into 2021. PSUPD COP Unit officers and State College Police Officers attended Stand for State bias and discrimination training o Centre County Police Departments attended training on addiction hosted by the HOPE Coalition Centre County Police Departments attended Mental Health &amp; Intellectual Disability training hosted by Centre County MHUD o Continue to train officers in 40-hour Crisis Intervention Team</td>
</tr>
<tr>
<td>Immigrant Training Training</td>
<td>Verbal De-escalation Training-SCPD Staff</td>
<td>In 2020, State College and PSUPD received Intersectionality &amp; Enhancing Cross-Cultural Communication training instructed by Natalie Hernandez Depalma.</td>
<td>In 2020, State College Police began Race, Equity, and Leadership (REAL) training that will continue into 2021. PSUPD COP Unit officers and State College Police Officers attended Stand for State bias and discrimination training o Centre County Police Departments attended training on addiction hosted by the HOPE Coalition Centre County Police Departments attended Mental Health &amp; Intellectual Disability training hosted by Centre County MHUD o Continue to train officers in 40-hour Crisis Intervention Team</td>
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<td>Trainings, 1st QTR., 2018</td>
<td>Cracking the Culture Code, SCPD and PSU PD staff</td>
<td>In 2020, State College Police began Race, Equity, and Leadership (REAL) training, ongoing in 2020.</td>
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<td>Intersectionality &amp; Enhancing Cross-Cultural Communication training, SCPD and PSU PD staff</td>
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<td>Race, Equity, and Leadership (REAL) training</td>
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<tr>
<td>Verbal De-escalation Training, -1st QTR., 2019</td>
<td>Race, Equity, and Leadership (REAL) training</td>
<td>In 2020, State College Police began Race, Equity, and Leadership (REAL) training, ongoing in 2020.</td>
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<td>Cracking the Culture Code, 1st QTR., 2019</td>
<td>Race, Equity, and Leadership (REAL) training</td>
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<td>Intersectionality &amp; Enhancing Cross-Cultural Communication training, 1st QTR., 2020</td>
<td>Race, Equity, and Leadership (REAL) training</td>
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<td>Race, Equity, and Leadership (REAL) training</td>
<td>In 2020, State College Police began Race, Equity, and Leadership (REAL) training, ongoing in 2020.</td>
<td>In 2020, State College Police began Race, Equity, and Leadership (REAL) training that will continue into 2021. PSUPD COP Unit officers and State College Police Officers attended Stand for State bias and discrimination training o Centre County Police Departments attended training on addiction hosted by the HOPE Coalition Centre County Police Departments attended Mental Health &amp; Intellectual Disability training hosted by Centre County MHUD o Continue to train officers in 40-hour Crisis Intervention Team</td>
</tr>
<tr>
<td>Police departments to implement/create procedures to ensure completion of required training and behavior changes.</td>
<td>1st QTR. 2020</td>
<td>SCPD staff-Borough Council Presentations</td>
<td>SCPD continues to hold its employees accountable for their behavior and insists on positive interaction and fairness. SCPD has a well-established internal affairs policy that is followed to process police officer misconduct. In June 2020, SCPD presented their internal affairs function and process to the Borough Council and the public. Included in the presentation was the number and disposition of all internal affairs misconduct complaints filed against SCPD officers between 2016 and 2019. This information has been posted on the Borough website for public access.</td>
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<tr>
<td>Citizens Police Academy, 2nd QTR., 2019 &amp; 2020 Camp Cadet, 3rd QTR, every year 1st QTR. 2020, SCASD</td>
<td>SCPD and PSU PD staff-Citizens Police Academy SCPD and PSU PD staff, Camp Cadet SCPD and Borough Staff</td>
<td>In 2018 and again in 2019 hosted 10-week Citizens Police Academy. Twenty-three (23) local residents, including persons of color, signed up and attended the Academy. Topics included: Use of Force, Crisis Intervention Team (CIT), MILO System demonstration, Penn State Emergency Operation Center, Driving Under the Influence. The Academy concluded with a graduation and dinner. Annual participation in Centre County Law Enforcement Camp Cadet program for both boys and girl’s ages 12 to 15. This is a week-long camp at Blue Diamond Campground. SCPD is in talks with SCASD and underrepresented community groups to explore engagement program between police and high school students beyond current School Resource Officer program.</td>
<td></td>
</tr>
<tr>
<td>Reinforce the Student Code of Conduct throughout students’ time at Penn State.</td>
<td>Ongoing efforts</td>
<td>SCPD Staff</td>
<td>SCPD participates annually in New Student Orientation (NSO) programming and planning for new Penn State students and parents. SCPD refers all criminal arrests made to PSU’s Office of Student Conduct and attends student conduct hearings. SCPD supports the Youthful Offenders Program (YOP), a first-time alternative disposition program for summary alcohol offenses.</td>
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<tr>
<td>Utilize the extensive expertise at Penn State and in the community to develop a certified, dynamic training curriculum.</td>
<td>Implicit Bias Training, 1st QTR. multiple years Cracking the Culture Code, 1st QTR., 2019 Immigration Policy, 1st QTR. 2017 Battle with Moses People Training, 1st QTR., 2018 MHID Training, 1st QTR., 2020 CIT Training, Bi-annually</td>
<td>SCPD and PSU PD Staff-Implicit Bias Training Cracking the Culture Code, SCPD and PSU PD staff Immigration Policy, Chief Gardner SCPD and PSU PD Staff, Battle with Moses People Training MHID Training, SCPD and PSU PD Staff CIT Training,-SCPD and PSU PD Staff</td>
<td>Charleon Jeffries, while serving as director of diversity education in Penn State's Affirmative Action Office and Malissa Walker trained all police officers on Implicit Bias. John Thompson and Vladimir R. Beaufils provided training to Centre County Law Enforcement on “Cracking the Class/Cultural Code: Knowing the “Hidden Rules” &amp; The Driving Forces. Penn State Law professor and Center for Immigrants' Rights Clinic Director Shoba Sivaprasad Wadhia worked with State College Police on developing an immigration policy and instructed police on immigrants’ rights. Terry Watson, Penn State World Campus Disability Services coordinator provided diversity training titled &quot;Battle with Moses People&quot; Centre County Mental Health/Intellectual Disabilities (MHID) provided Mental Health &amp; Intellectual Disability training to police Centre County MHID and Centre County Can Help provided the 40-hour Crisis Intervention Team (CIT) training program to police officers two times each year.</td>
</tr>
</tbody>
</table>
Training topics should include:

- Cross-cultural communication,
- Community policing,
- Intercultural competence,
- Unconscious social cognition (implicit bias),
- Crisis intervention,
- Mental and physical health assessments

4. Target outreach and marketing to build/improve stakeholder engagement.

<table>
<thead>
<tr>
<th>Actions to Date</th>
<th>Date accomplished/Target Date</th>
<th>Person or Department Responsible</th>
<th>Success Metrics</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop a year-long communications plan that educates University students and employees, and residents about community policing efforts.</td>
<td>Town and Gown, 3rd QTR., 2019 On going efforts</td>
<td>Town and Gown, Chief Gardner On going efforts by Chief Gardner</td>
<td>Chief Gardner and Dr. Shoba Wadhia made a joint presentation on local immigration practices at the 2019 International Town Gown Association conference at Penn State. Since 2017, Chief Gardner meets and regularly works with Immigration Law Clinic students on issues regarding DACA, U &amp; T visas, and future training initiatives for police departments. Chief Gardner engaged as a presenter and a participant in Welcoming Week events in both 2018 and 2019. Chief Gardner periodically networks with various community leaders of color or from under-represented groups including Terry Watson, Carlos Wiley, local Rabbi and Pastor on issues related to diversity, equity, and inclusion.</td>
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<tr>
<td>Communicate in an intentional manner to highlight the good work already taking place in the police departments so that the public can see that they are “not the bad guys.”</td>
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<tr>
<td>Reinstitute the “beat cop” dynamic so that there can be stronger and sustainable relationships between officers and the community they serve.</td>
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<tr>
<td><strong>Create visual aids to signify to the public that the police departments value and support diversity and inclusion and be trusted to react and respond humanely and respectfully.</strong></td>
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<tr>
<td><strong>Provide incentives and rewards for the police departments for a “job well done” in interactions with communities of color.</strong></td>
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<tr>
<td><strong>Establish and empower a town &amp; gown coalition that will be charged with promoting interpersonal aspects of outreach that foster cooperation and trust with communities of color – particularly students – in a non-threatening manner.</strong></td>
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</tr>
<tr>
<td><strong>Ensure that policies and procedures that impact community policing are documents and accessible to the public in various formats.</strong></td>
<td>Policies and UOF, 2nd QTR., 2020</td>
<td>Policies and UOF, A.C. Wilson SCPD</td>
<td>In 2020, the SCPD placed the department entire policy and procedures manual online making it easily accessible to the public. Beginning with data from 2019, an overall annual Use of Force report was prepared and posted on the Borough web site. This report breaks down the use of force by type of force used and the age range, gender, and race of the subjects of the force.</td>
</tr>
<tr>
<td><strong>Promote the use of the “Engage State College” online forum for matters relating to community policing.</strong></td>
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</tr>
<tr>
<td><strong>Develop a town &amp; gown “critical response” protocol for use by the police departments for encounters where cultural/racial sensitivity and procedural justice are critical to maintaining safety, transparency, and effective communications.</strong></td>
<td>Ongoing efforts</td>
<td>SCPD Chief and Assistant Chief</td>
<td>SCPD Chief and Assistant Chief are active participants of CCU. One of the roles of CCU is to look into and attempt to address with the appropriate stakeholders, critical race or equity issues or incidents that arise in the community.</td>
</tr>
</tbody>
</table>
5. Establish a baseline of parameters and develop appropriate metrics to assess improvement.

<table>
<thead>
<tr>
<th>Actions to Date</th>
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</thead>
<tbody>
<tr>
<td>Assess improvement for: mutual trust between citizens and police officers, knowledge of policies and procedures, effective communications, respectful encounters, personal safety, inclusiveness, recruitment and retention results, and demographic data by race on detentions (stops, frisks, searches, summons and arrests) where possible.</td>
<td></td>
<td></td>
<td>Both police departments partnered with surrounding Centre County Police Departments to strategize Community Outreach efforts</td>
</tr>
<tr>
<td>Formally collect and evaluate data on how stakeholders (including law enforcement) view police interactions with communities of color – on and off campus.</td>
<td>Taser, Since 2016 UOF, Since 2019 Citizen Survey, 2016 and 2018 IACP Survey, 1st and 2nd QTR., 2020 IACP-Assessment-of-SCPD-Policy-and-Procedures, 1st and 2nd QTR., 2020</td>
<td>Policies and UOF, A.C. Wilson SCPD Survey,-State College Borough Survey, IACP-SCPD Assessment, IACP-SCPD</td>
<td>Since 2016, SCPD has been posting their annual Taser Report online to provide the public with data/information regarding all Taser uses, including a break down by age range, gender, and race. Beginning with data from 2019, an overall annual Use of Force report was prepared and posted on the Borough web site. This report breaks down the use of force by type of force used and the age range, gender, and race of the subjects of the force. In 2016 and again in 2018, the State College Borough conducted the National Citizen Survey that included assessment questions related to the State College Police Department. This survey is mailed to 5,000 residents in the Borough, including Penn State students living in the Borough. In 2019, the International Association of Chiefs of Police (IACP) conducted a survey or community members regarding their views of the State College Police Department. The findings of this survey are presented in the IACP Assessment of State College Police Department Policy and Operating Procedures Final Report. This report, which is linked below, is on the</td>
</tr>
</tbody>
</table>
In 2020, the Brough contracted with the National Research Center to conduct The National Police Services Survey in the SCPD’s three police coverage areas (State College Borough, College Township, and Harris Township).

Both police departments are working with the Penn State Marketing Association who is developing a marketing research plan to address several of the Pillars put forth by the Task Force.

Planning a Town Hall meeting to provide insight into our current efforts addressing the pillars of Community Policing and to seek input from community members on how we can improve.

<table>
<thead>
<tr>
<th>Penn State and State College jointly perform a SWOT (Strength, Weaknesses, Opportunities and Threats) analysis on current community policing and how it relates to people of color. From the data gathered, establish specific metrics to use for future assessments of progress.</th>
<th>IACP Committee, 2nd QTR., 2020</th>
<th>SCPD Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>In 2019, the Borough of State College contracted with the International Association of Chiefs of Police (IACP) to conduct an analysis of the SCPD’s critical policies and procedures. The IACP completed their work in 2020 and offered 47 recommendations in their final report. This report, which is linked above, is on the SCPD website. In 2020, Chief Gardner appointed an internal committee of officers to evaluate the recommendations in the IACP Report and determine implementation steps. Once the committee completes this review, they will solicit public input into their implementation plan</td>
<td></td>
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</tr>
<tr>
<td>Establish a “citizen review board” for the State College area, modeled after others like Pittsburgh’s (<a href="http://cprbpgh.org/">http://cprbpgh.org/</a>) and State College’s Taser Advisory Committee.</td>
<td>COB, 2nd QTR., 2020</td>
<td>Borough Council</td>
</tr>
<tr>
<td>In June 2020, Borough Council adopted Resolution 1261 that Established a Study Committee to research, analyze, and recommend to Borough Council options for establishing a Community Oversight Board.</td>
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</tbody>
</table>
6. Other areas of consideration

<table>
<thead>
<tr>
<th>Actions to Date</th>
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<th>Person or Department Responsible</th>
<th>Success Metrics</th>
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</thead>
<tbody>
<tr>
<td>Include local police departments in this initiative.</td>
<td>1st QTR., yearly</td>
<td>The other Centre County local police departments were invited and did participate in many of the trainings listed in section 3b.</td>
<td></td>
</tr>
<tr>
<td>Centre County judicial systems, including the District Attorney’s Office, are seen as an extension of “law enforcement.”</td>
<td>MOU, 1st QTR., 2020 SCASD, 1st-4th QTR., 2020</td>
<td>MOU-SCPD Staff SCASD, SCPD STAFF</td>
<td>In 2020, SCPD and the SCASD are reviewing their MOU for the School Resource Officer (SRO) program. SCPD is in talks with SCASD and underrepresented community groups to explore engagement program between police and high school students beyond current School Resource Officer program.</td>
</tr>
<tr>
<td>Assess police engagement with State College Area School District.</td>
<td>MOU-SCPD Staff SCASD, SCPD STAFF</td>
<td>SCPD Lt. Brauser and PSUPD Sgt. Himes serve on the Borough’s LGBTQ Advisory Committee meeting. This committee meets quarterly each year.</td>
<td></td>
</tr>
<tr>
<td>Improve interaction with individuals with disabilities, women, and members of the LGBTQ community.</td>
<td>Ongoing effort</td>
<td>SCPD and PSU PD Staff</td>
<td></td>
</tr>
<tr>
<td>Proper training of private security personnel.</td>
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</tbody>
</table>
Police Department: University Police and Public Safety
Date Completed: December 16, 2020
Completed by: Iris Richardson and Joe Milek

1. Promote greater recognition and celebration of our successes as a community.

<table>
<thead>
<tr>
<th>Actions to Date</th>
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<th>Person or Department Responsible</th>
<th>Success Metrics</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active member of Diversity &amp; Inclusion Strategic Priority Team</td>
<td>2017- present</td>
<td>Sgt Himes, Director Richardson</td>
<td></td>
</tr>
<tr>
<td>On-going use of Twitter, Facebook and Instagram</td>
<td>2017- present</td>
<td>Sgt Himes, Director Richardson, PIO Cruden</td>
<td></td>
</tr>
<tr>
<td>Meet and Greet Event for organizations of color held Feb 8th 2016 and other events held (ongoing efforts) MLK dedication</td>
<td>2017- present</td>
<td>Sgt Himes</td>
<td></td>
</tr>
<tr>
<td>Officers regularly attend and participate in various events</td>
<td>2017-present</td>
<td>Sgt Himes, Director Richardson, Officers Beckenbaugh, Stevick and other COP( Community Oriented Police Officers</td>
<td></td>
</tr>
<tr>
<td>Attended Leadership Centre County</td>
<td>2017</td>
<td>Various personnel and HR</td>
<td></td>
</tr>
<tr>
<td>Community Survey of UPPS</td>
<td>started in 2019-every 2 years</td>
<td>PIO Cruden, Director Richardson</td>
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</tbody>
</table>

2. Increase the recruitment and retention of employees of color in the police departments.

<table>
<thead>
<tr>
<th>Actions to Date</th>
<th>Date accomplished/ Target Date</th>
<th>Person or Department Responsible</th>
<th>Success Metrics</th>
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</thead>
<tbody>
<tr>
<td>Career Fairs/AO employment</td>
<td>2017-present</td>
<td>Lt. Zajac, Sgt Himes, Director Richardson, COP Officers Beckenbaugh, Stevick</td>
<td></td>
</tr>
<tr>
<td>November 2016 (ongoing efforts as academy classes graduate)</td>
<td>2017</td>
<td>Sgt Himes/Ofc. Bridges/Ofc. Beckenbaugh</td>
<td></td>
</tr>
<tr>
<td>Utilize DOJ COPS models and Toolkits</td>
<td>2017</td>
<td>Various UPPS members</td>
<td></td>
</tr>
<tr>
<td>Ongoing improvements to website recruitment page</td>
<td>2017-present</td>
<td>UPPS recruitment team</td>
<td></td>
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<tr>
<td>Actions to Date</td>
<td>Date accomplished/ Target Date</td>
<td>Person or Department Responsible</td>
<td>Success Metrics</td>
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</tr>
<tr>
<td>Chief of Police interview process-open forum for community members to attend process-ask questions</td>
<td>2017</td>
<td>Various members of search committee</td>
<td></td>
</tr>
<tr>
<td>Onboarding of new employees process in place</td>
<td>2017-present</td>
<td>UPPS recruitment team and HR</td>
<td></td>
</tr>
<tr>
<td>Diversity &amp; Inclusion mentoring program involvement</td>
<td>2017-present</td>
<td>Director Richardson and others from UPPS</td>
<td></td>
</tr>
<tr>
<td>KPI tool to enhance a more diverse workforce</td>
<td>2019-present</td>
<td>Director Richardson</td>
<td></td>
</tr>
<tr>
<td>Revamping and updating job postings for UPPS positions</td>
<td>2017-present</td>
<td>UPPS recruitment team and HR</td>
<td></td>
</tr>
<tr>
<td>Revamping and updating recruitment materials</td>
<td>2019-present</td>
<td>UPPS recruitment team</td>
<td></td>
</tr>
<tr>
<td>Revamping and updating questions used in interview process</td>
<td>2019-present</td>
<td>UPPS recruitment team</td>
<td></td>
</tr>
<tr>
<td>Working with COP Unit to engage and recruit for the department</td>
<td>2019-present</td>
<td>UPPS recruitment team</td>
<td></td>
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</tbody>
</table>

3. Provide consistent and on-going education for Penn State students and employees, residents in the surrounding communities, and the local police departments.

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<thead>
<tr>
<th>Actions to Date</th>
<th>Person or Department Responsible</th>
<th>Success Metrics</th>
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</thead>
<tbody>
<tr>
<td>Community Education/Relation programs</td>
<td>PSUPD/SCPD Community Education/Relations Officers/ Penn State Marketing Office</td>
<td></td>
</tr>
<tr>
<td>MPOETC/In-Services programming</td>
<td>FTO and Annual In-service Instructors</td>
<td></td>
</tr>
<tr>
<td>Implicit Bias training received/ CIT training received/ MPOETC/In-service annual training</td>
<td>MPOETC-Procedural Justice and Police Legitimacy/Community Based Policing training received 2018-Hate Crimes/Bias, Cultural Diversity Part II, Immigrations</td>
<td></td>
</tr>
<tr>
<td>Run, Hide Fight Program</td>
<td>COP Unit- university wide</td>
<td></td>
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<tr>
<td>Q&amp;A sessions with University Police</td>
<td>Officers Stevick and Beckenbaugh</td>
<td></td>
</tr>
<tr>
<td>Event Description</td>
<td>Date</td>
<td>Participants</td>
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</tr>
<tr>
<td>Speaking out on Injustice; The story of Ex-Officer Cariol Horne Program</td>
<td>6/16/2020</td>
<td>Various members of UPPS</td>
</tr>
<tr>
<td>Racial Justice Roundtable Discussion with Black Caucus</td>
<td>6/18/2020</td>
<td>Tom Sowerby, Stephanie Delaney, Iris Richardson, Michelle Beckenbaugh, Shelly Stevick</td>
</tr>
<tr>
<td>Racial Justice Roundtable Discussion with Black Caucus</td>
<td>6/19/2020</td>
<td>Tom Sowerby, Iris Richardson, Michelle Beckenbaugh, Shelly Stevick</td>
</tr>
<tr>
<td>Peer Advocate Panel &amp; Discussion</td>
<td>6/30/2020</td>
<td>Michelle Beckenbaugh, Shelly Stevick, Iris Richardson</td>
</tr>
<tr>
<td>RA training conference</td>
<td>2017-present</td>
<td>Shelly Stevick, Iris Richardson</td>
</tr>
<tr>
<td>Racial Diversity, Effective Communication and Crisis Intervention training</td>
<td>7/22-23/2020</td>
<td>Iris Richardson, Deb Stitt</td>
</tr>
<tr>
<td>Series The Legalities, Policies, And Laws In Times Of Injustice</td>
<td>7/27/2020</td>
<td>Various members of UPPS</td>
</tr>
<tr>
<td>Inclusive Campus Policing - Eliminating barriers to collaboration Part 2</td>
<td>8/18/2020</td>
<td>Monica Himes, Iris Richardson</td>
</tr>
<tr>
<td>Inclusive Campus Policing - Eliminating barriers to collaboration</td>
<td></td>
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</tr>
<tr>
<td>State College Virtual Commemoration 57th March on Washington For Jobs &amp; Freedom</td>
<td>8/28/2020</td>
<td>Various members of UPPS</td>
</tr>
<tr>
<td>UPUA General Assembly</td>
<td>9/2/2020</td>
<td>Michelle Beckenbaugh, Shelly Stevick, Iris Richardson</td>
</tr>
<tr>
<td>Abington Teach-In and Dialogue</td>
<td>9/9/2020</td>
<td>Abington Officers, Iris Richardson</td>
</tr>
<tr>
<td>Becoming a Cop Presentation at DuBois</td>
<td>9/21/2020</td>
<td>Cody Haag</td>
</tr>
<tr>
<td>Myth of Black on Black Crime: In the face of Police Brutality</td>
<td>9/29/2020</td>
<td>Shelly Stevick, Iris Richardson</td>
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</tbody>
</table>
### Actions to Date

<table>
<thead>
<tr>
<th>Attended student group mtgs/events to show support</th>
<th>2017-present</th>
<th>COP Unit</th>
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<tbody>
<tr>
<td>Attend PRCC meetings/programs</td>
<td>2017-present</td>
<td>Officers Stevick, Beckenbaugh</td>
</tr>
<tr>
<td>Attend Community in Campus Unity (CCU) Meetings</td>
<td>2017-present</td>
<td>Tom Sowerby, Stephanie Delaney, Iris Richardson</td>
</tr>
<tr>
<td>Attended Black and Latino Male Empowerment Group Meeting</td>
<td>12/5/2019</td>
<td>Police Chief Joseph Milek</td>
</tr>
<tr>
<td>Communities of Color Lunch Series with Students</td>
<td>2019</td>
<td>Michelle Beckenbaugh, Shelly Stevick, others from UPPS</td>
</tr>
<tr>
<td>Meeting with Student Athletes (Men's Basketball and Parents) regarding Social Justice Reform</td>
<td>6/3/2020</td>
<td>Police Chief Joseph Milek</td>
</tr>
<tr>
<td>Meeting with Student Athletes (Men's Football and James Franklin) regarding Social Justice Reform</td>
<td>7/1/2020</td>
<td>Police Chief Joseph Milek</td>
</tr>
</tbody>
</table>

4. Target outreach and marketing to build/improve stakeholder engagement.
Meeting with the State College Rotary Club  |  9/23/2020  |  Police Chief Joseph Milek  
Council on Race, Ethnicity, and Diversity  |  2020-present  |  Sergeant Juan Castro  
Speaker Series "Ambedexterity, Supporting the Police and Reform"  |  11/10/2020  |  Sergeant Juan Castro  
President's Code of Conduct Task Force  |  2020-present  |  Sergeant Juan Castro  
Racial Unity Network (RUN) meetings  |  2020-present  |  Iris Richardson  
Participant in Interrogating Bias Course  |  2020-present  |  Various members of UPPS  
Attend PSU Town Hall Meetings  |  2020-present  |  Various members of UPPS  
Attend Strategies for Justice Symposium  |  2020-present  |  Director Richardson, Officers Himes and Beckenbaugh  
“The Osaze Project” Program  |  11/13/2020  |  Officers Stevick and Beckenbaugh  
Immigration Rights Meeting  |  2020  |  DC Stephanie Delaney  

5. Establish a baseline of parameters and develop appropriate metrics to assess improvement.

<table>
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<th>Success Metrics</th>
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</thead>
<tbody>
<tr>
<td>Community Policing Unit programs and outreach</td>
<td>2017-present</td>
<td>COP Unit</td>
<td></td>
</tr>
<tr>
<td>Bi-weekly mtgs for assessments with OSC staff</td>
<td>2017-present</td>
<td>Deputy Chief Sowerby</td>
<td></td>
</tr>
<tr>
<td>Municipality Equality Index, which measures the inclusivity of municipal laws, policies and services for the LGBTQ community</td>
<td>2019-present</td>
<td>Monica Himes</td>
<td></td>
</tr>
<tr>
<td>Accountability and Transparency Initiative</td>
<td>2020-present</td>
<td>Various members of UPPS</td>
<td></td>
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</tbody>
</table>
Appendix E – Township Proclamations

Bellefonte

Borough of Bellefonte – https://bellefonte.net

**Bellefonte is a Welcoming Community: Hate and Violence are Not Welcome Here or Anywhere Else**

Posted By Bellefonte Administration On January 20, 2021 @ 2:29 am In Uncategorized | Comments Disabled

Tuesday, January 19, 2021

As President of Borough Council, I am speaking to our residents, neighbors, and visitors on behalf of Bellefonte Borough Council members and Bellefonte Borough Management.

On January 6, as a nation, we all witnessed with disbelief when, what should have been a peaceful protest, turned into an unlawful riot, resulting in destruction, unlawful entry, injury, and death. Our hearts go out to the families who lost loved ones and the families who had loved ones injured. Our prayers go out to every citizen of the United States to reunite. If there must be protests, they must be peaceful.

Unlawful actions that we saw last week should not be occurring in the United States of America and have no place in Bellefonte Borough.
Remember that both spoken and written words affect the actions of others as they can inspire or incite. Vandalism occurred in Bellefonte in the wake of the Capitol riot. It was heart-lifting to see our community members come together to repaint a vandalized Pride Flag mural in downtown Bellefonte. We thank you for your display of respect and sense of community.

Page 02

We now hear of possible protests being planned throughout the country during the inauguration of Joe Biden as our 46th President. While we support a citizen’s right to protest peacefully, we do not support events that cause injury to others or the destruction of property.

Our responsibility as elected officials is to support Federal, State, and local laws enacted to protect our residents, businesses, and properties. This Borough Council has given the Bellefonte Police Department the direction that should a peaceful protest occurring here in town turn into unlawful acts, the police will deal with it according to the law. The Bellefonte Police Department will use every resource available to ensure our community’s safety during any lawful-peaceful protest. For the safety of protest participants and property protection, all Local,
State, and Federal laws will be enforced, and those involved will be dealt with accordingly.

Our Police Department has the authority to call in whatever support is needed to maintain peace. Any resident who hears of or sees any suspicious or inappropriate activity is always encouraged to contact the Bellefonte Police Department at the non-emergency number 814-355-2320, or in an emergency, call 911. Doing this could keep you, your family, and your friends safe from harm.

Please stay safe and help keep Bellefonte peaceful and protected.
Ferguson Township

Statement of Anti-Bias

A PROCLAMATION OF THE TOWNSHIP OF FERGUSON, CENTRE COUNTY, PENNSYLVANIA DECLARING SUPPORT FOR INCREASED AWARENESS OF BIAS, DIVERSITY AND EQUAL JUSTICE WITH ANTI-BIAS COMMUNITY RELATIONS.

• WHERE AS, all acts of subtle and overt racism, anti-Semitism, homophobia, and ethnic bigotry substantially undermine our communities, schools, and the promise of equal justice; and

• WHERE AS, our nation was founded on the fundamental conviction that all persons are entitled to equal protection, equal opportunity, and to the enjoyment of civil rights; and WHEREAS, the strength of our nation is derived from the people with diverse backgrounds, experiences and perspectives; and

• WHERE AS, citizens are encouraged to reflect on self and be mindful that each of us hold implicit biases that form attitudes about other people based on characteristics such as race, ethnicity, age and appearance that develop over a lifetime beginning at an early age through exposure to direct and indirect messages;

• WHERE AS, building an understanding of the value and benefits of diversity; and

• WHERE AS, improving intergroup relations with increased dialogue for understanding helps combat and confront bias, promotes respect for all people, and creates inclusive environments within communities; and

NOW THEREFORE, the Ferguson Township Board of Supervisors does hereby proclaim to lead with an inclusive culture and respectful community that recognizes bias, and the harm it inflicts on individuals and society, and will not accept bias acts that result in hate crimes or discrimination against a person(s) because of race, faith, ethnicity, gender, age, disability, sexual orientation, or any other real or perceived difference.

AND FURTHER, the Ferguson Township Board of Supervisors hereby pledges to support inclusiveness and celebrate diversity as leadership is mobilized to maintain an anti-bias environment and charged with creatively addressing issues that will help promote recognition and encouragement of diversity and equal justice for all.

PROCLAIMED this 15th day of June 2020.

[SEAL]
RESOLUTION 2020-23 A RESOLUTION OF THE TOWNSHIP OF FERGUSON, CENTRE COUNTY, PENNSYLVANIA CONDEMNING SYSTEMIC RACISM RELATED TO ETHNICITY AND SKIN TONE.
WHEREAS, the Ferguson Township Board of Supervisors has adopted Resolution 2016—36 affirming commitment to equity and inclusion, and Resolution 2017-7 reaffirming its commitment to supporting, promoting, and standing up for the values of inclusion, equity, and justice; and

WHERE AS, the Ferguson Township Board of Supervisors adopted a proclamation on June 1, 2020 condemning acts of bias that result in hate crimes or discrimination against a person(s) because of race, faith, ethnicity, gender, age, disability, sexual orientation, or any other real or perceived difference; and

WHERE AS, Ferguson Township welcomes all persons regardless of race, creed, color, sex, sexual orientation, gender, gender identity or expression, ethnicity, religion, disability, genetic information, protected veterans status, military service, nationality, or national origin or citizenship status; and supports policies that do the same.

NOW, THEREFORE, BE IT RESOLVED that Ferguson Township is committed to combatting bias and racism in its provision of all public services.

BE IT FURTHER RESOLVED that the Ferguson Township Board of Supervisors hereby reaffirms its commitments made in Resolutions 2016-36 and 2017-7, as well as the proclamation adopted on June 1, 2020.

BE IT FURTHER RESOLVED that Ferguson Township welcomes men and women of all races and ethnicities, and values the contribution they make to the community.

BE IT FURTHER RESOLVED that the Ferguson Township Board of Supervisors condemns systemic racism related to ethnicity and skin tone. RESOLVED THIS 20th DAY OF JULY 2020.

[SEAL]
ATTEST:
David Pribulka, Secretary
TOWNSHIP OF FERGUSON
By: Stive Miller/Chairman Board of Supervisors
# Appendix F – Penn State Employee Racial/Ethnic Breakdown by Select Centre County Township

| PERCENT OF TOWNSHIP RESIDENTS BY RACIAL/ETHNIC GROUP (WITHIN-TOWNSHIP PERCENTAGE) | Asian | Black-Not Hispanic | Hawaiian/Pac Islander/NativeAm | White-Not Hispanic | Hispanic | Multiracial | International-Undisclosed Race/Ethnicity | Undisclosed | Total | PERCENT OF INTERNATIONAL WITHIN TOWNSHIP |
|---|---|---|---|---|---|---|---|---|---|---|---|
| State College Boro | 14% | 4% | 0% | 54% | 6% | 5% | 1% | 15% | 100% | 16.8% |
| Ferguson Twp | 21% | 3% | 0% | 56% | 3% | 5% | 1% | 10% | 100% | 18.3% |
| Patton Twp | 18% | 4% | 0% | 55% | 5% | 6% | 1% | 11% | 100% | 19.9% |
| College Twp | 7% | 2% | 1% | 73% | 3% | 2% | 1% | 12% | 100% | 5.0% |
| Harris Township | 3% | 3% | 0% | 77% | 3% | 0% | 1% | 13% | 100% | 1.7% |
| Spring Twp | 1% | 1% | 0% | 82% | 1% | 0% | 1% | 14% | 100% | 0.7% |
| Bellefonte Boro | 1% | 2% | 0% | 80% | 2% | 0% | 2% | 13% | 100% | 0.9% |
| Benner Twp/Bellefonte Area SD | 1% | 2% | 0% | 81% | 2% | 0% | 0% | 13% | 100% | 0.4% |
| All Townships | 13% | 3% | 0% | 60% | 4% | 4% | 1% | 12% | 100% | 13.6% |
Appendix G – Veterans Preference

VETERANS' PREFERENCE
Veterans' preference is the law of the Commonwealth of Pennsylvania. All qualifying veterans are entitled to hiring preference when applying for civil service jobs. The State Civil Service Commission shall conduct audits of appointments and changes in employment in the classified service to ensure strict compliance with 51 Pa.C.S. Pt. V (relating to employment preferences and pensions). The Military and Veterans Code can be accessed at https://www.legis.state.pa.us/WU01/LI/LI/CT/PDF/51/51.PDF

TO QUALIFY FOR VETERANS' PREFERENCE
All veterans who meet the requirements under the Military and Veterans Code are entitled to a hiring preference when applying for civil service jobs. Individuals in any of the following categories are considered veterans for purposes of veterans' preference:

(1) An individual who served, as evidenced by the veteran's discharge papers, separation documents or statement of service, or hereafter serves in any of the following:
   (i) in the armed forces of the United States, including a reserve component or National Guard, has completed their initial contractual military service obligation and their last discharge or release was under conditions other than dishonorable;
   (ii) in the armed forces of the United States, including a reserve component or National Guard, has served during a period of war or armed conflict as determined by the United States Department of Defense, has completed a tour of active duty for purposes other than training, was released from that period of active duty under conditions other than dishonorable and continues to serve; or
   (iii) in the armed forces of the United States, including a reserve component or National Guard, has completed an initial contractual military service obligation and continues to serve.

(2) An active duty member of the armed forces of the United States who is completing a tour of active duty that is three years or more and is within 90 days of an approved discharge or release, as evidenced by documentation of the projected discharge or release from active duty under conditions other than dishonorable.

In accordance with 51 Pa.C.S. § 7108 (preference of spouses), the same preference given to veterans under these provisions shall be extended to the surviving spouse (an unmarried spouse of a deceased service member) or the spouse of a veteran who has been classified by the United States Department of Veterans Affairs' Veterans Benefits Administration as having a permanent total disability.

VETERANS' PREFERENCE AND ITS IMPACT ON MERIT HIRING
Qualified veterans seeking employment in the classified service receive a hiring preference for the discipline and experience represented by the veteran's military training and by the loyalty and public spirit demonstrated by the veteran's service for the preservation of this nation and this Commonwealth. Whenever a veteran, in accordance with 51 Pa.C.S. § 7103 (additional points in grading civil service examinations), successfully passes a civil service appointment examination for a public position with the Commonwealth, an additional 10 points shall be added to the veteran's final examination score and such score shall determine the veteran's standing on any eligible list certified or provided to the appointing authority. Additionally, in accordance with 51 Pa.C.S. § 7104 (preference in appointment), whenever a veteran's name appears on an eligible list certified or provided as the result of a civil service examination, the appointing authority in making an appointment to a public position shall give preference to the veteran, notwithstanding the veteran's standing on the eligible list if the appointment is otherwise made in accordance with 71 Pa.C.S. § 2402 (relating to selection and appointment of eligible).
The same preference given to veterans under these provisions shall be extended to the surviving spouse (an unmarried spouse of a deceased service member) or the spouse of a veteran, who has been classified by the United States Department of Veterans Affairs' Veterans Benefits Administration as having a permanent total disability, in accordance with 51 Pa.C.S. § 7108 (preference of spouses).

ADDITIONAL INFORMATION
For additional information related to veterans' preference including documentation required to obtain veterans' preference and where to submit documentation, please refer to employment.pa.gov or contact the PA Office of Administration at 717.783.6655 or email: ra-cs-vetpreference@pa.gov.

Information retrieved from: https://www.scsc.pa.gov/veterans/Pages/default.aspx
Appendix H – Collective Bargaining Agreements

Bellefonte Police Department

AGREEMENT

Between

BELLEFONTE BOROUGH

And

BELLEFONTE BOROUGH POLICE ASSOCIATION

2020-2022

JANUARY 1, 2020  -  DECEMBER 31, 2022
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AGREEMENT


WITNESSETH, that the parties hereto, in consideration of the mutual promises and agreement as hereafter set forth and with due regard to their mutual interests and desires to stabilize employment, insure harmonious and uninterrupted operation by the police force of the Borough of Bellefonte, and attain mutual understanding, harmony and cooperation among employee policemen, and between employee policemen and the borough agree as follows:

ARTICLE I - RECOGNITION

Section 1. The Employer recognizes the bargaining agent, Bellefonte Borough Police Association, as the sole collective bargaining agent for the policemen in the borough in connection with all matters relating to pay, hours of work and other subjects covered by this Agreement.

Section 2. The term “policemen” as used in this Agreement shall include all persons employed as sergeants of police, corporals and patrolmen so long as the persons have been employed through the procedures established in conformity with the police civil service provisions of the Borough Code.

Section 3. The terms of this Agreement shall apply to all persons, either male or female, provided, however, it shall not include meter maids, school crossing guards, civil defense police, fire police or auxiliary police.
**Section 4.** The term “policemen or employee”, wherever it appears in the Agreement, refers only to those policemen enumerated above.

**Section 5.** The term “Mayor”, wherever it appears in this Agreement, shall include the designation “Borough Manager.”

**Section 6.** The borough agrees to provide a check-off program under which deductions will be made from the wages due the police officers. Such amounts as shall be owed for regular monthly dues, fees and assessments shall be forwarded to a place designated by the Association by the 25th day of the following month. The amounts owed under the check-off program shall be submitted in writing to the borough before January 1st of each year and amendments and amounts to be deducted shall be submitted to the borough at least five (5) days before the beginning of any month.

**Section 7.** Such check-off program shall apply for police officers who individually certify in writing that they authorize such deductions and such authorization shall be for the duration of the Agreement.
ARTICLE II – WAGES

Section 1. Effective on the dates indicated, the following wage increases shall be implemented as follows:

(a) Effective January 1, 2006, the following seven (7) step wage scale was implemented as follows:

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<th>Percentage of Base</th>
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<tr>
<td>Hire</td>
<td>-78%</td>
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<td>After one (1) year</td>
<td>-82%</td>
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<td>After two (2) years</td>
<td>-85%</td>
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<tr>
<td>After six (6) years</td>
<td>-97%</td>
</tr>
<tr>
<td>After seven (7) years</td>
<td>100%</td>
</tr>
<tr>
<td>Detective</td>
<td>-101%</td>
</tr>
<tr>
<td>Corporal</td>
<td>-102%</td>
</tr>
<tr>
<td>Sergeant</td>
<td>-104%</td>
</tr>
</tbody>
</table>

Base effective January 1, 2020 = $70,537.74
Base effective January 1, 2021 = $72,653.87
Base effective January 1, 2022 = $75,015.12

(b) Effective on the dates indicated, there shall be the following across-the-board wage increases:

January 1, 2020 – 2.75%
Effective January 1, 2010 the following longevity scale shall be implemented:

Upon completion of seven (7) years of service $500
Upon completion of ten (10) years of service $350
Upon completion of fifteen (15) years of service $350
Upon completion of twenty (20) years of service $350
Upon completion of twenty-five (25) years of service $500

Longevity shall be paid as part of twenty-six (26) bi-weekly pays. No current officer shall lose longevity as a result of the adoption of this new scale, but shall not have longevity increased until completion of the seventh (7th) year of service.

Section 2. New full time hires shall be hired with a starting salary at the “Hire” rate as in the schedule set forth in Section 1, except that police officers who are currently employed or who have worked for the borough or another police department as police officers shall be started at the step that coincides with their number of hours served. For example, an Officer who has worked for the borough another police department part-time as a police officer for two years at 1040 hours per year (totaling 2080 hours over two years) would earn one year of experience and enter full-time status at 82% of the base salary, the after one year rate.

Section 3. The years of service shall be calculated from the date of hire and the increment for longevity shall be on the anniversary date of each employee’s service as above provided. However, during the year when an anniversary becomes effective, the increment will be pro-rated for the balance of the remaining year based on the number of pays remaining in that calendar year.
ARTICLE III - CLOTHING ALLOWANCE

The sum of three hundred twenty-five ($325.00) dollars shall be paid annually by the borough for the care and maintenance of uniforms. The allowance shall be paid by separate check after all deductions, provided, however, that any such payment shall be in full compliance with applicable Internal Revenue Code regulations.

The borough shall provide as needed, but not to exceed one (1) paid in a twelve (12) month period, one (1) pair of shoes or boots. Approval of the Chief of Police shall be secured prior to any purchase of the same. Effective the date of this Agreement, the wearing of protective vests shall be mandatory unless excused by the Chief of Police for a particular assignment.

The borough shall also provide a vest for each officer (to include new officers), the vest to be considered equipment and to remain the property of the borough. The Safety Committee, Chief, and three (3) representatives from the bargaining group will decide on which vests to purchase for replacement.

ARTICLE IV – VACATIONS

Section 1. Policemen will receive vacation with pay in accordance with the following schedule:

(a) One (1) week vacation (40 hours) for policemen with six (6) full months of service;
(b) Two (2) weeks vacation (80 hours) for policemen with one (1) full year of service;
(c) Three (3) weeks vacation (120 hours) for policemen with five (5) full years of service;
(d) Four (4) weeks vacation (160 hours) for policemen with ten (10) full years of service;
(e) Four and one-half (4 1/2) weeks vacation (180 hours) for policemen with fifteen (15) full years of service;
(f) Five (5) weeks vacation (200 hours) for policemen with twenty (20) full years of service.

Employees hired after June 23, 2010 shall be subject to the following vacation leave schedule:
Years of Service Vacation Hours Per Year

1-5 80 Hours

5-15 120 Hours

15-25 160 Hours

25+ 200 Hours

Section 2. Accrual of Vacation Leave

Vacation periods earned shall be credited on a calendar year basis. For purposes of administration, vacation leave shall accrue from date of employment until the end of the first calendar year of employment and shall be pro-rated based upon that proportion which the number of forty (40) hour weeks worked bears to fifty (50) weeks. No vacation period shall be earned and no credit shall be allowed if employment is terminated prior to the conclusion of twenty-six (26) weeks service.

Section 3. Vacation Leave Administration/Accumulation -

After the first calendar year of service, vacation may be taken in the year in which it is earned, or carried over into the next calendar year. Provided, however, that vacation must be used or sold within six (6) months of its accrual, or by June 30th of the following year. If vacation is sold, it will be compensated on the employee’s regular rate of pay at the time the vacation was earned. All carry-over vacation must be sold first.

Section 4. Department Head Approval
Vacations must be approved by the Chief of Police or borough Mayor and must be scheduled so as to create a minimum of hardship on the regular work schedule.

Section 5. Vacation Leave Periods

Vacation periods of less than one (1) work week will be permitted only with the approval of the Chief or Mayor.

Section 6. Holidays During Vacation Periods

When a holiday falls within a vacation period, it will not be counted as a part of the vacation leave.

Section 7. Reimbursed for Unused Vacation

Option to officer to be reimbursed for unused vacation at this regular hourly rate during the calendar year. This buy-back will not be more then one-half (1/2) of the amount accrued.

Section 8. Recall

In the case of an emergency, any employee may be recalled from vacation and any event scheduled may be cancelled for which the employee may receive compensatory time off at a later date.

Section 9. Statement

On or before January 31st of each new-year, every officer will receive a statement of their accrued vacation as of December 31st of the previous year.
ARTICLE V – SICK LEAVE

Section 1. Each full-time employee shall be entitled to sick leave of ten (10) hours per month of service. Employees may use sick leave for absences due to illness, injury and exposure to contagious disease which could be communicated to other employees.

Section 2. When sickness in the immediate family requires the employee’s absence from work, the employee may use not more than forty (40) hours of sick leave entitlement in each calendar year for that purpose. Immediate family is defined as the following persons residing in the employee’s household: Husband, wife, child or parent of the employee. The Employer may require proof of such family sickness.

Section 3. No sick leave shall be granted unless the Mayor or Chief of Police is notified of the sickness two (2) hours before the officer’s scheduled shift or duty.

Section 4. A certificate from a physician may be required at the discretion of the Chief of Police for any sickness or confinement if the Employer has reason to believe that an employee is abusing the sick leave privilege. In the event said certificate is called for, it must state that the employee has been under the care of the physician and is physically able to resume his duties.

Section 5. Sick leave days not used during the calendar year shall be accumulated from year to year to a maximum of three hundred (300) days in subsequent years. Upon retirement unused sick leave will be bought back at fifteen-dollars ($15.00) a day. Any employee hired after June 23, 2010 shall have their sick leave accumulation capped at one-hundred (100) days.

Section 6. Sick leave with pay shall not be granted for any sickness resulting from actions involving moral turpitude, intoxication or the use of narcotics.

Section 7. Any abuse of privileges of sick leave shall be sufficient cause for disciplinary action on the part of the Employer.

Section 8. Each officer shall be authorized one (1) stress day per calendar year. Stress day shall be defined as a day to be used by an officer when he/she is mentally or physically incapacitated to perform police duties. Stress day will be charged to sick leave, but will not be subject to any disciplinary or abuse action.

Section 9. Each officer shall receive a statement of their accrued sick leave on or before January 31st of the new-year for all sick leave on the books as of December 31st of the previous year.
ARTICLE VI – FUNERAL LEAVE

Funeral leave shall be as follows: Each policeman shall be granted funeral leave from the day of death to the day of the funeral for the following relatives: Mother, father, father-in-law, mother-in-law, spouse, child, brother, sister, grandfather, grandmother, stepmother and stepfather, or relative residing in the same household and under the same roof as the policeman. One (1) day off (day of funeral) shall be permitted for: sister-in-law, brother-in-law. The Chief of Police shall have discretion to grant an additional day for travel time in the event of death in the policeman’s family requiring extensive traveling.

ARTICLE VII – HOLIDAYS

Section 1. The Employer recognizes the following days as paid holidays for policemen:

1) New Year’s Day (January 1st)
2) Memorial Day
3) Independence Day (July 4th)
4) Labor Day (first Monday in September)
5) Veterans’ Day (November 11th)
6) Thanksgiving Day (fourth Thursday in November)
7) Christmas Day (December 25th)
8) Day before Christmas
9) Easter Sunday
10) Three (3) days at the option of the individual employee (Personal Days)

The holiday schedule shall be based on a ten (10) hour day, but shall be limited, however, to a cumulative total of one hundred ten (110) hours (11 paid holidays/personal days x 10 hours).

Section 2. Policemen who are required to work during a paid holiday shall be compensated at one and one-half (1.5) times their regular rate of pay. Officers who are required to work on any of the nine (9) national holidays listed in Section 1 of this Article shall, at the option of the officer, be compensated at either one and one-half (1.5) times the officer’s regular rate of pay or fifteen (15) hours of compensatory time off to be used at a later date.
Section 3. In the event of an emergency, any policeman is subject to call for work on a paid holiday.

Section 4. Holidays shall be observed on their day of occurrence.

Section 5. In order to qualify for a paid holiday, the employee must have worked on the regularly scheduled work day preceding the holiday and the regularly scheduled work day after the holiday, except in cases where approved vacation time is taken or other approved leave is granted. It is understood that if a person calls off sick before a holiday or after a holiday, he/she will not be paid for the holiday.
ARTICLE VIII – HOURS OF WORK

Section 1. Standard work week shall be at the option of the employees’ absolute majority, a forty (40) hour week of either five (5) eight (8) hour days or four (4) ten (10) hour days. No employee shall be required to work the same shift continuously for more than a two (2) month period. By simple majority vote the employees may change the pay period to eighty (80) hours every two (2) weeks with overtime at time and one-half (1 ½) after eighty (80) hours of work during the two (2) week period to allow new changes in scheduling. New schedule proposals to be approved by the borough before employee elections.

Section 2. Each employee shall be assigned to a forty (40) hour work week in conformity with the present scheduling practice of the Police Department. Schedules will provide for either an eight (8) or ten (10) hour work shift depending on the option selected in Section 1.

Section 3. A predetermined cycle of work days and days off within a fixed number of calendar weeks shall be promulgated by the Department and no work week shall contain more than the forty (40) hours.

Section 4. Time and one-half (1 ½) the officer’s basic hourly rate shall be paid for all work performed in excess of forty (40) hours in any one (1) week period or policemen shall be given compensatory time off at their option provided said overtime has been worked with the approval of the Chief of Police. No compensation or compensatory time off shall be awarded for unauthorized overtime.

Section 5. Overtime work. After the regular schedule is posted, any changes that require overtime work shall be offered to full-time employees before being offered to part-time officers.

Section 6. Comp time must be used in the year in which it is earned unless the borough is unable to schedule the comp time due to an emergency or a shortage of manpower. Comp time not scheduled by end of the year due to emergency or manpower shortage to be sold back before the last pay of the same year.

ARTICLE IX – ATTENDING COURT

Section 1. When in the pursuance of his duties under any criminal statute before any summary court or court of record, the periods spent by the policeman in Court or before a Justice of the Peace shall be compensable by either overtime, a minimum of two (2) hours, or the compensatory time off at the option of the policeman and all witness fees paid to the policeman shall become the property of the policeman. In the event that the policeman uses his personal vehicle for attendance at any criminal hearing, either before a Justice of the Peace or a Court of Record, the mileage stipend shall remain his property.
Section 2. Should a policeman be required to attend any Civil Court proceeding before either a Justice of the Peace or a Court of Record under subpoena, the witness or other fees collected by him shall become his property. If he shall be required to attend during any period during which he would normally be sleeping, then in that event the Chief of Police shall have the power to alter the work schedule of the Department to accommodate the sleeping habits of the policeman. Any time spent in any civil proceeding that is job related shall be compensated with equal time off at a time convenient to the work schedule and the officer.

Section 3. For the purpose of this Section, should any policeman be required to attend any judicial proceeding before either a Justice of the Peace or a Court of Record in pursuance of the enforcement of any Borough Ordinance, such attendance in court shall be subject to the provisions of Section 1 above.

ARTICLE X – HOSPITALIZATION

Section 1. The Borough shall provide hospitalization and diagnostic under the Pennsylvania Blue Shield Family Plan or equivalent plan for all full-time employees and their immediate family dependents after one (1) full calendar month of service. The Borough shall also provide a major medical surgical benefit program for full-time employees and their immediate family dependents after one (1) full calendar month of service.

Section 2. Effective upon the issuance of this Award, the borough shall be permitted to change the current health insurance carrier or plan, provided that the new carriers are reputable, and have an “A” rating, and the terms and conditions of coverage are substantially equivalent. Equivalent coverage shall not be interpreted to require identical coverage, and may take the form of a PPO.

Section 3. Effective as soon as possible after the issuance of this Award, the current medical reimbursement plan set forth in Article XXVI shall be converted to a Health Reimbursement Arrangement (HRA), which conforms to the provisions of the Internal Revenue Code. Each police officer and eligible dependent shall be entitled to participate in an employer sponsored Health Reimbursement Arrangement with a total annual available reimbursement of $1,000.00. Except that police officers hired after January 1, 2017 and their eligible dependents shall be entitled to participate in an employer sponsored Health Reimbursement Arrangement with a total annual available
reimbursement of $500. The HRA shall conform to the provisions of the Internal Revenue Code, and shall reimburse to the maximum allowance any health care expense allowable under Section 213 (d) of the Code. Reimbursement shall be made on a monthly basis upon presentation of receipts.

Section 4. Effective upon issuance of this Award, employees who document to the borough that they are adequately covered by other health insurance may, upon such documentation and written request to the borough, opt to receive an annual payment during the first pay of December in lieu of receiving health care insurance from the borough pursuant to this Article. The annual payment shall be subject to taxes and other usual payroll deductions and shall be placed in a separate check reflecting a payment of $100 per month for each month the employee elected to forego borough sponsored health care insurance coverage during the preceding calendar year. Employees may re-enroll in the borough’s health insurance plan by giving the borough thirty (30) days’ advance written notice, provided that once an employee re-enrolls, he/she may not opt to withdraw again prior to the end of the then current contract year.

Section 5. Effective January 1, 2016, all employees shall contribute ten percent (10%) of the premium for Health Insurance. Upon the hiring of the next full-time police officer, whether due to attrition or the hiring of an additional full-time officer, all actively employed (not currently retired as of January 1, 2017) officers shall contribute eleven percent (11%) of the premium for Health Insurance.

Effective January 1, 2018, there shall be an automatic increase of one percent (1%) such that all employees shall contribute eleven percent (11%) of the premium for Health Insurance. In the event the complete premium plan increases by more than fifteen percent (15%) [this is after any surplus from the previous year is added back to the premium] in any year of the agreement, then the Employer and the Union will negotiate changes to the plan(s) or new plan(s) that will maintain the employer’s cost at no more than 15% above the current rate. In anticipation of such negotiations, the Borough shall provide the Union with all information received by Benecon relating to the increase in premium rate, including all information relating to any surplus or rebate from the prior year in order to demonstrate the justification for the activation of this provision. The negotiations may include, but are not limited to, restructuring the Benecon Plan to meet a “no more than 15% increase” and if that is not feasible, comparing other health-care-carrier options that shall maintain cost controls as described herein.

During negotiations, the Borough shall provide the Union with full access to all information received from Benecon relating to pricing and shall comply with all Union requests for obtaining pricing quotes from Benecon.

Section 6. Officers who retire prior to January 1, 2008, shall not be subject to the above payments during receipt of post-retirement coverage. Officers who retire on or after January 1, 2008, shall contribute as set forth in Section 5.
Section 7. An individual Life, Accidental Death and Dismemberment Insurance Policy with a face value of $50,000.00 shall be maintained for each employee. The face value of the policy is payable to an employee’s beneficiary for death due to any cause, whether or not service connected. Other benefits are payable to the employee in accordance with the terms of the individual policy held by the employee.

Section 8. The borough will provide paid hospitalization and paid major medical benefits for officers retired from full service with the Bellefonte Borough Police Department in accordance with Section 6 above. Coverage will include spouse and eligible dependents. Hospitalization and major medical coverage shall be equivalent to the coverage currently in force. Upon the death of the retired officer, his/her spouse shall be entitled to maintain this coverage by paying 50% of the premium for the continuing group coverage.

Section 9. The borough shall provide coverage in accordance with the Heart and Lung Disability Act as required by Pennsylvania law. The procedure for handling claims shall be in accordance with the borough policy dated June 1994, referred to as “Exhibit A” incorporated by reference.

Section 10. All employees hired after June 23, 2010 shall receive post retirement health insurance benefits until eligibility for Medicare only.

ARTICLE XI – PENSION

Section 1. Pension or retirement plan shall continue as in effect on the date hereof, subject to the following: At the option of the employee, the retirement pension shall be one-half (1/2) of the average annual salary of the thirty-six (36) months preceding retirement.

Section 2. A cost study based on investment year 1994 has shown that a reduction of retirement age to fifty (50) years can be funded solely through member contributions. The borough has agreed to pay for one-half (1/2) of the cost incurred by the association members. The one-half (1/2) share being paid by the association members has resulted in a contribution of 3.9% of all eligible wages.
Section 3. Upon retirement, officers will receive a retirement bonus of sixty ($60.00) dollars for each year of service with the borough.

Section 4. At the option of the employee, retirement may occur upon completion of twenty-five (25) years of service and upon reaching the age of fifty (50) years.

Section 5. Officers who leave borough service before retirement age, but who have a minimum of twelve (12) years of service may leave their contributions on deposit and choose to vest their pension with the Department. Officers who vest their retirement, and at a later date retire in accordance with Act 600, will retire in accordance with the contract in existence at the time of vesting.

Section 6. Effective with the issuance of this Award, the Police Pension Plan shall be modified to include all mandatory Act 30 pension benefits excluding the Killed-in-Service (KIS) benefit as long as it is covered at 100% by the Commonwealth of Pennsylvania under Act 51 of 2009 or any subsequent modification under Pennsylvania law.

Section 7. Annual activity statements of the retirement fund and bi-annual copies of the actuarial study will be furnished each police officer.

Section 8. The Police Department shall appoint one member to serve on the Police Pension Fund Board.

Section 9. Police officers will be authorized to buy back up to four (4) years of military service time for retirement purposes at the appropriate rate.

Section 10. The borough will provide an annual statement of the officer’s contribution and the interest earned on these contributions in the Police Pension Fund.
Section 11. For an officer who obtains his twenty-five (25) years of service before he reaches fifty (50) years of age, or an officer who decides to stay on beyond his twenty-five (25) years of service, regardless of age, the borough will provide a betterment of $50.00 a month increase in their pension for each year of service beyond the required twenty-five (25) years. After two (2) years, the officer will reach the maximum allowable betterment of $100.00 a month extra over and above the regular pension. Any officer who works beyond twenty-seven (27) years of service will not be eligible for any additional betterment.
ARTICLE XII – TEMPORARY DISABILITY REIMBURSEMENT

Section 1. When a permanent full-time employee is temporarily disabled and certification is received from a physician acceptable to the borough that such employee is unable to perform his duties by reason of a medical disability and no benefits are received under the State Unemployment or Workers’ Compensation Acts, then the borough shall compensate such permanent full-time employee as follows: immediately after the temporary disability while the officer is on sick leave, a claim must be filed with the carrier of the Borough’s Sickness and Accident Policy. During this period, the officer must use his sick leave until expiration, the borough will reimburse the officer for the difference between S and A compensation and his full base wages. After the expiration of sick leave, the S and A compensation shall provide one-half (1/2) the officer’s basic pay, but no more than $300.00 a week until the twenty-six (26) weeks coverage expires. Successive periods of disability separated by no less than two (2) weeks of active full-time employment are considered as a continuous period of disability unless the subsequent disability arises from a cause or causes unrelated to the cause(s) of the previous disability and commences after the officer has returned to active, full-time employment. No payment shall be allowed for a disability which is the result of any criminal act involving moral turpitude or which is the result of any serious or willful misconduct of the employee or any disability or disease unknown to the borough and existing at the time of employment.

Section 2. When a permanent full-time employee is disabled and receiving scheduled benefits under the Workers’ Compensation Act of the Commonwealth of Pennsylvania, then the borough shall compensate such permanent full-time employee, paying him the difference between the Workers’ Compensation disability payments received and his basic pay provided; however, such compensation on the part of the borough shall commence upon the expiration of a waiting period of fourteen (14) days from the last day worked and shall continue for a maximum of ninety (90) calendar days. This benefit shall apply once for each disability of a similar nature during any twelve (12) month period. This Section does not apply where Heart and Lung Act benefits are appropriate under Article X, Section 9.

ARTICLE XIII – WORKERS’ COMPENSATION

Section 1. The borough shall provide Workers’ Compensation Insurance for all employees in accordance with the Commonwealth regulations. Generally, reimbursement for medical expenses will be made for accidental injury occurring during the performance of duties. Medical benefits are based upon a schedule of maximum amounts payable for each type of injury. The period of time for which medical payments will continue shall be in accordance with the schedule for the type of injury. Beyond the limits authorized by Workers’ Compensation, group hospitalization benefits will apply.
Section 2. Disability payments for accidental injury occurring during the performance of duty are payable in accordance with the Workers’ Compensation Act of the Commonwealth of Pennsylvania.

Section 3. Disablement must be substantiated by a physician and conform to the requirements of the Compensation Insurance Policy. The period of disability shall be determined by the attending physician and shall be in accordance with the requirements of the Compensation Insurance Policy.

Section 4. When a period of disablement continues beyond six (6) consecutive weeks, a retroactive disability payment covering the first seven (7) days waiting period shall be allowed. Other benefits payable under the Workers’ Compensation Insurance Policy shall be in accordance with the terms of the policy and as prescribed by law.

ARTICLE XIV – PAY PERIODS

The pay periods for employees shall be bi-weekly. Payment by check shall be made on alternate Fridays except where such date falls on an authorized holiday, where reimbursement shall be made on the preceding Thursday.

ARTICLE XV – ACCEPTANCE OF GIFTS

Acceptance of money or gifts by any employee, when given under circumstances indicating the hope or expectation of receiving a favor or better treatment than accorded the public generally, is prohibited and shall result in immediate dismissal.

ARTICLE XVI – OUTSIDE EMPLOYMENT

Employees may not engage in outside employment which might, in any way, hinder their objective and impartial performance of public duties, embarrass the borough government, or impair their
efficiency on the job. Employees who wish to obtain outside employment must sign the following waiver: “The undersigned, an employee of the Borough of Bellefonte, does hereby waive and release said borough from any liability, expenses or costs because of any injury or sickness incurred by reason of any employment accepted by myself other than as an employee of said borough. I further release the borough from any claim of wages or other benefits during my absence caused by such injury or sickness. This waiver shall be binding upon my heirs, representatives or assigns.”

ARTICLE XVII – CALL OUT

Police may be called for duty by the Mayor or Chief of Police and shall be entitled to compensatory time off or shall be paid at time and one-half (1-1/2) the officer’s basic hourly rate with a minimum of two (2) hours for each call out.

A change in schedule which occurs forty-eight (48) hours before the actual work period does not constitute a call out. If a change is made in the schedule, a verbal notice (phone call acceptable) will be given.

There shall be no pyramiding of pay.

ARTICLE XVIII – GENERAL PROVISIONS

Section 1. (a) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Association shall share equally with the Employer the responsibility for applying this provision of the Agreement.

(b) The Employer agrees not to interfere with the rights of employees to become members of the Association, and there shall be no discrimination, interference, restraint, or coercion by the
Employer or any Employer representative against any employees because of Association membership or because of any employee activity in an official capacity on behalf of the Association, or for any other cause.

(c) The Association recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 2. The Employer agrees that accredited representatives of the Bellefonte Borough Police Association shall have access to the premises of the Employer during working hours to conduct Association business provided management is notified beforehand. Premises to mean any area where bargaining unit employees are employed except squad room and dispatch office.

Section 3. The Borough agrees to provide a space on bulletin boards to the Association for announcements of meetings, election of officers, and any other material related to Association business.

Section 4. The Borough will permit one of the two on duty employees with time off with pay to attend negotiating meetings, if the Borough schedules the meetings during working hours.

Section 5. The Borough will provide shower stalls and lockers for police officers.

Section 6. Employee benefits and working conditions now existing and not in conflict with this Agreement shall remain in effect.

Section 7. One of the two (2) police officers on duty will be released for a reasonable amount of time to attend regular monthly meetings and/or ratification meetings.

Section 8. Employee’s Rights:

Police Officers shall enjoy all the rights, privileges and protection afforded other Association members, such as the right to fair representation when being questioned by a member of management for disciplinary purposes. In addition, no disciplinary charges will be brought against an officer unless
filed within ninety (90) days of commencement of an investigation. (A mitigating factor exists which allows for no more than 120 days). A pre-disciplinary conference will be held to afford the officer the chance to defend his/her self against the charges being made against them. Officers shall have the right to be represented by an Association representative at all such hearings. Disposition of all pre-disciplinary conferences will be made in writing within fifteen (15) days of the hearing. The officer being charged will be given a copy of the disposition letter, and if not satisfied with the results, may exercise his/her option as specified in Article XXI.

**Section 9. Management Rights:**

The Borough retains all rights not specifically modified by the terms of this Agreement which rights shall include, but not limited to, the right to the selection, direction, assignment and scheduling of the operations of the Borough Police Department; the advancement of policemen to higher ranks; the determination of the number of policemen to be employed or retained in both full and part-time employment; the suspension, demotion or discharge of policemen for proper cause; the establishment and maintenance of standards of quality of performance and fitness; the elimination, change, or consolidation of jobs, departments or subdivisions thereof, and the establishment of a budget or long range plans for police activities. In the exercise of these rights, the Borough shall retain the right to adopt and enforce reasonable rules and regulations, as it may deem necessary and proper with regard to the management of the operations of the Police Department. This is not a waiver of the right to bargainunder Act 111.

**ARTICLE XIX – 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 to meet within thirty (30) days to negotiate a substitute for the invalidated article, section or portion thereof.

**ARTICLE XX - PERMANENT DISABILITY INCOME PROTECTION INSURANCE**
The Borough shall acquire and keep in effect a policy of insurance for the benefit of each policeman insuring-permanent disability resulting directly from accidental bodily injury occurring outside their employment. Payments for benefits shall commence one hundred eighty (180) days after such injury or sickness and continue to the officer’s 65th birthday, provided the physician’s statement or other required certification of permanent disability is accepted by the Borough’s insurance carrier.

ARTICLE XXI – GRIEVANCE PROCEDURE

Section 1. Definition:

(a) A “grievance” shall mean any complaint, dispute or controversy which expresses an employee’s feeling of dissatisfaction with aspects of his working conditions, personnel policies or relationships with other employees of the borough, of borough councilmen, or the interpretation of this contract.

(b) An “aggrieved party” is the person or persons making the complaint.

(c) A “party of interest” is the person or persons making the complaint, and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

Section 2. Purpose:

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Grievance procedure will be kept as informal and confidential as may be appropriate at any level of the procedure.
Section 3. General Procedures:

(a) Since it is important that the grievance be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process.

(b) Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief and Mayor, and having the grievance adjusted without the intervention of the bargaining unit or agent, provided the adjustment is not inconsistent with the terms of the Agreement.

(c) At levels beyond level one of a grievance, after it has been formally presented, a member of the bargaining unit and/or its agent may attend any meetings, hearings, appeals or other proceedings required to process the grievance.

Section 4. Initiation and Processing:

(a) Level one – an employee with a grievance shall first discuss the grievance with the Chief and Mayor, with the objective of resolving the matter informally within five (5) days after notification of grievance. If the matter is not resolved to the satisfaction of the employee, he shall have seven (7) additional days to submit the grievance in writing to the Chief and Mayor who will respond in writing seven (7) days before proceeding to level two.

(b) Level two-

(1) In the event that the employee is not satisfied with the disposition of his grievance at level one, and if he desires further action, he shall file the grievance in writing with the bargaining agent or unit. The bargaining agent or unit, within five (5) days, shall make a judgment on the merits of the request. If the bargaining unit or agent decides either that the request lacks merit or accepts the decision at level one, it shall so notify the employee. If the bargaining unit or agent decides that the request has
merit, or the employee is dissatisfied with the bargaining units or agents’ decision, it shall refer such request in writing to the borough’s Safety Committee.

Level two-

(2) Within five (5) days after receipt of the written report from the employee, the Safety Committee shall meet with the aggrieved party and his representative to consider and resolve the grievance.

(c) Level three-

(3) If the Safety Committee and the aggrieved party or his representative cannot resolve the matter to the satisfaction of the party involved within five (5) days of the meeting as provided in subparagraph 4(b) (1) of this Article, it shall be referred for consideration to the borough council. After such referral, the aggrieved party or his representative and the borough council shall meet within ten (10) days for the purpose of considering and resolving the grievance in a mutually satisfactory manner.

(d) Level four-

(4) If the action in level three above fails to resolve the grievance to the satisfaction of the aggrieved party, the grievance shall be referred to arbitration as provided in Act 111 of 1968.

Section 5. (a) Only the Association may process a grievance to the arbitration stage.

(b) The names of the Association Committee members selected to represent the employees shall be submitted to the borough in writing. Grievance Committee meetings shall be held during working hours and meeting times shall be scheduled at a mutually agreeable time by the borough. Grievances may be investigated by a Committeeman within a reasonable period of time after knowledge of a grievance is known to the Association. The borough and the Grievance Committee member shall mutually agree upon the time and duration of such investigation so that it does not interfere with the Grievance Committee member’s regular work duties.
(c) The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement in arriving at a decision of the issue presented and shall confine his/her decision solely to the application and interpretation of this Agreement. The decision or Award shall be final and binding.

(d) The costs of the arbitration shall be divided equally between the Borough and the Association. Each party shall bear the cost of preparing and presenting its own case.

ARTICLE XXII – PERSONNEL FILES

Section 1. Individual personnel files are open to inspection by employee.

Section 2. No comments or other materials to be placed in individual files concerning performance, character, reputation or criticism of individual unless notice and a copy of same is first given to the individual.

Section 3. Personnel files shall be confidential.

ARTICLE XXIII-COMPREHENSIVE PROFESSIONAL LIABILITY INSURANCE

The borough shall, at no cost to the officer, furnish comprehensive professional liability insurance. The borough shall advise the Association in writing the names of insurance carriers and type of coverage. No change will be made to these policies without a meeting and discussion with the Association.
ARTICLE XXIV - PROMOTIONS

Promotions, except to the position of Chief of Police, shall be made from within the Department, provided the candidate is otherwise qualified. Position of Chief of Police shall be filled according to the procedure set forth in the Borough Code.

ARTICLE XXV – PAID-UP LIFE INSURANCE FOR RETIRED OFFICERS

The borough will provide a paid-up life insurance policy in the amount of six thousand dollars ($6,000.00) per retired officer retired after January 1, 1997. To be eligible, an officer must be retired from service with the Bellefonte Borough.

ARTICLE XXVI – HEALTH ALLOWANCE

Each officer hired prior to January 1, 2017, and his family combined shall be eligible for one thousand dollars ($1,000.00) of assistance in paying any dental, prescription, eye care, medical or health club fees per calendar year. The officer shall pay the bills as incurred and submit the bill with proof of payment to the borough for reimbursement in the next pay period. The above amount may be carried over from year to year. However, the total amount cannot exceed two thousand dollars ($2,000.00).

Each officer hired after January 1, 2017, and his family combined shall be eligible for five-hundred dollars ($500.00) of assistance in paying any dental, prescription, eye care, medical or health club fees per calendar year. The officer shall pay the bills as incurred and submit the bill with proof of payment to the borough for reimbursement in the next pay period. The above amount may be carried over from year to year. However, the total amount cannot exceed one-thousand dollars ($1,000.00).

ARTICLE XXVII - PHYSICALS
The borough shall provide physical examinations by a doctor in accordance with the following schedule:

(a) For officers between the age of twenty-one (21) and thirty (30) a physical exam every three (3) years commencing with the year 1984.

(b) For officers between the age of thirty-one (31) and forty (40) a physical exam every two (2) years commencing with the year 1984.

(c) For officers over the age of forty (40) a physical exam every year commencing with the year 1984.

The results of the physical examination will be reviewed by the borough and the doctor’s recommendation regarding weight loss shall be conformed to within one (1) year from the date of examination.

ARTICLE XXVIII – EDUCATION ASSISTANCE

The borough will reimburse an officer for 50% of his tuition expense for courses, seminars or training which are job related and intended to improve or enhance the officer’s job performance provided a “C” grade average is maintained if graded, or a “pass” or “satisfactory” completion if not graded. Courses, seminars or training selected must be approved by the borough in advance of the officer’s resignation to qualify for this reimbursement.
ARTICLE XXIX – MEALS DURING TRAINING

The borough will provide an allowance of $8.00 per meal or a total of $20.00 per day expenses that occur while an officer attends training required by the borough when the training is held outside the borough limits.

ARTICLE XXX – SICK LEAVE BANK

Section 1. A Sick Leave Bank shall be established for eligible employees who have exhausted their personal leave and sick leave credit because of major surgery, cardiovascular illness, respiratory illness, bone and nerve injury which affects the locomotion system, malignancy or injury resulting from accidents.

Section 2. No benefits will be paid from the Sick Leave Bank to an employee for any illness or disability that results from self-inflicted or voluntary acts.

Section 3. Contributions to the Sick Leave Bank

Each officer may designate and assign not more than twenty-five (25) days of that officer’s accumulated sick leave for use by any bargaining unit member, through the Sick Leave Bank.

(a) Each Employee wishing to participate shall give notification to the president of the Association and execute a permanent written assignment of sick leave day to the Sick Leave Bank;

(b) The Bank may be replenished from time to time with additional assignments by officers;
(c) The following regulations and conditions of use shall apply:

(1) The employee must have used all personal leave and accrued sick leave days;
(2) A waiting period of five (5) working days must transpire before Sick Leave Bank days become available;
(3) A doctor’s statement, explaining the nature of the illness or injury and the possible length of absence, must be presented prior to the end of the waiting period prescribed in (d) 2;
(4) An eligible employee shall be an individual who has contributed at least five (5) days to the Sick Leave Bank.

Section 4. The President of the Association will be notified of any use made by an employee of the Sick Leave Bank.

Section 5. The Union agrees to indemnify, save and hold harmless the Board of and from all claims, demands, suits, and other forms of liability at law or equity including legal fees and court costs, which shall or may arise out of or by reason the application of the portion of the Agreement.
ARTICLE XXXI – AGREED CHANGES

The changes to the January 1, 2006 through December 31, 2008 contract, which have been previously agreed to by the parties, are incorporated into this Award as if fully set forth herein.

ARTICLE XXXII – TERMS OF AGREEMENT

All terms and conditions of employment encompassed by the prior Agreement or in effect during its term, and that are not altered by this Award, shall remain in full force and effect. Unless otherwise stated, all of the foregoing takes effect on January 1, 2020. All other requests, proposals and demands not previously agreed upon or specifically addressed herein shall be considered DENIED and REJECTED.

The term of this Agreement shall be for three (3) years, commencing January 1, 2020 and ending December 31, 2022.
**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have executed this Agreement as of the date and year first above written.

<table>
<thead>
<tr>
<th>Police Association</th>
<th>Bellefonte Borough</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Igoe</td>
<td>Joanne Tosti-Vasey</td>
<td></td>
</tr>
<tr>
<td>Robert Holt</td>
<td>Gina Thompson</td>
<td></td>
</tr>
<tr>
<td>Mike Lyons</td>
<td>Melissa Hombosky</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Renee Brown</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ralph Stewart</td>
<td></td>
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COLLECTIVE BARGAINING AGREEMENT BETWEEN
FERGUSON TOWNSHIP AND
THE FERGUSON TOWNSHIP POLICE ASSOCIATION

January 1, 2019- December 31, 2021
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<td>XXII</td>
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<td>XXVIII</td>
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<tr>
<td>XXIX</td>
<td>DURATION</td>
<td>24</td>
</tr>
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COLLECTIVE BARGAINING AGREEMENT

This Agreement is made this day of, 20, by and between Ferguson Township, a Home Rule municipality of the County of Centre, Commonwealth of Pennsylvania, hereinafter referred to as "Township,

AND

The Ferguson Township Police Association, a certified bargaining unit representing the Ferguson Township Police Department, hereinafter referred to as "Association" through their duly appointed bargaining representatives, pursuant to Act No. 111 of June 27, 1968 of the Legislature of the Commonwealth of Pennsylvania, duly approved by the Governor of Pennsylvania.
WITNESSETH:

WHEREAS, the Township and the Association have engaged in collective bargaining in accordance with the terms of the Act of June 24, 1968, P.L. 237, No. 111, 43 P.S. §217.1 et seq. ("Act 111" hereinafter); and

WHEREAS, the Township and the Association wish to set forth herein the basic and full agreement between the parties concerning wages and other terms and conditions of employment:

NOW THEREFORE:

For and in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the parties hereto do covenant and agree as follows:

ARTICLE I
DEFINITIONS

1. "Police Officer" means all full-time and regular part-time Ferguson Township Police Officers including, but not limited to, Sergeants, Corporals and Patrol Officers; excluding the Chief of Police, Lieutenants and any other police employees exercising managerial authority by virtue of the Pennsylvania Labor Relations Act and Act No. 111.

2. "Township" means the Board of Supervisors represented by the Township Manager or any other person designated by the Board of Supervisors as its representative, on matters pertaining to wages, hours, and terms and conditions of employment.
ARTICLE II MANAGEMENT RIGHTS

1. The parties agree that the Township reserves all rights and powers conferred upon it by the Home Rule Charter; the Constitutions and Laws of the Commonwealth of Pennsylvania and of the United States; and other relevant statutes and codes. These include, but are not limited to, the following: 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; 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 elimination, change or consolidation of jobs, departments or subdivisions thereof; and the establishment of a budget or long-range plans for police activities consistent with other provisions of this Agreement. The Township, through the Township 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 rights, powers and duties of the Township Board of Supervisors, except as may be specifically set forth in this Agreement.

ARTICLE III SALARY

1. The starting hourly rate for a newly hired Police Officer (an officer beginning his/her one-year probationary period) shall not be less than the hourly rate set for probationary officers. A probationary officer who successfully completes his/her probationary term shall become a PO1.

The hourly rate for a prospective police officer, who has been offered employment by the Township and who is attending the police academy, shall be ninety percent (90%) of the current Probationary Officer hourly rate. This rate will remain in effect until the prospective police officer graduates from the police academy and is certified by the Municipal Police Officers' Education and Training Commission. The hourly rate paid to a prospective police officer while attending the Academy shall be limited to the time that is required by the Academy while in training. Prospective Police Officer's Act 120 educational schedule shall be determined by the training academy schedule. The base hourly rate paid to an officer attending the police academy for Act 120 certification shall be the only compensation due. No overtime shall be paid except for time spent performing actual police duties with the Township. Officers attending the police academy shall reimburse the Township for all expenses except hourly rate if the police officer candidate fails to complete the academy, except where the failure is due to prolonged sickness or illness.

2. Base Hourly Wage. For all Officers below a PO5, annual percentage increases shall occur on January 1st of each year and shall be applied to the base hourly wage. For a Prospective Police Officer, he/she shall move to Probationary Police Officer upon receipt of Act 120 certification. During the
term of this Agreement, Police Officers shall be entitled to the following base hourly wage.

<table>
<thead>
<tr>
<th>Role</th>
<th><strong>1/1/2019</strong></th>
<th><strong>1/1/2020</strong></th>
<th><strong>1/1/2021</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>PO5</td>
<td>$37.24 / hr</td>
<td>$38.36 / hr</td>
<td>$39.51 / hr</td>
</tr>
<tr>
<td>PO4</td>
<td>$35.37 / hr</td>
<td>$36.43 / hr</td>
<td>$37.52 / hr</td>
</tr>
<tr>
<td>PO3</td>
<td>$33.51 / hr</td>
<td>$34.52 / hr</td>
<td>$35.56 / hr</td>
</tr>
<tr>
<td>PO2</td>
<td>$31.65 / hr</td>
<td>$32.60 / hr</td>
<td>$33.58 / hr</td>
</tr>
<tr>
<td>PO1</td>
<td>$29.79 / hr</td>
<td>$30.68 / hr</td>
<td>$31.60 / hr</td>
</tr>
<tr>
<td>Probationary</td>
<td>$27.93 / hr</td>
<td>$28.77 / hr</td>
<td>$29.63 / hr</td>
</tr>
<tr>
<td>Prospective Officer</td>
<td>$25.13 / hr</td>
<td>$25.88 / hr</td>
<td>$26.66 / hr</td>
</tr>
</tbody>
</table>

Until an Officer has completed his/her first year as a PO5, that Officer's rate increase shall be the step increase he/she received in moving from the lower to the higher step. If the step itself which he/she is on is increased, the Officer shall receive the value of the increase.

Base pay per period will be calculated at eighty (80) hours times the current hourly rate regardless of actual hours worked within the pay period, except where pro-rated due to an Officer beginning or leaving employment mid-year or other authorized unpaid leave.

3. Sergeants are removed from the wage schedule. Sergeants will receive an annual wage differential of $6000 above the PO5 rate after their first year in the position. For their first year in the position, sergeants shall receive an
annual $1,500 differential on top of their former base hourly rate. Said differential shall be divided and paid evenly during the pay periods each year.

4. Corporals are removed from the wage schedule. Corporals will receive an annual wage differential of $3000 above the PO5 rate after their first year in the position. For their first year in the position corporals shall receive a $1,500 differential on top of their former base hourly rate. Such differential shall be divided and paid evenly during the pay periods each year.

5. Beginning in 2019, detectives will receive an annual wage differential of $1500 above their current rate after their first year in the position. For their first year in the position, detectives shall receive an annual $750 differential on top of their former base hourly rate. Said differential shall be divided and paid evenly during the pay periods each year.

6. In the event of the creation of any additional classification, other than Lieutenant, the Township and the Association agree to negotiate the salary which shall be applicable to such classification.

7. **Longevity Pay.** In addition to the base annual wage, each Police Officer employed by the Township on or before January 1, 2000 and having completed six (6) or more years of continuous service shall receive longevity pay in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>Amount Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Six (6) years</td>
<td>.0082 x base annual pay</td>
</tr>
<tr>
<td>Seven (7) years</td>
<td>.0096 x base annual pay</td>
</tr>
<tr>
<td>Eight (8) years</td>
<td>.0109 x base annual pay</td>
</tr>
<tr>
<td>Nine (9) years</td>
<td>.0123 x base annual pay</td>
</tr>
<tr>
<td>Ten (10) years</td>
<td>.0137 x base annual pay</td>
</tr>
<tr>
<td>Eleven (11) years</td>
<td>.0150 x base annual pay</td>
</tr>
<tr>
<td>Twelve (12) years</td>
<td>.0164 x base annual pay</td>
</tr>
<tr>
<td>Thirteen (13) years</td>
<td>.0176 x base annual pay</td>
</tr>
<tr>
<td>Fourteen (14) years</td>
<td>.0191 x base annual pay</td>
</tr>
<tr>
<td>Fifteen (15) years</td>
<td>.0205 x base annual pay</td>
</tr>
<tr>
<td>Sixteen (16) years</td>
<td>.0218 x base annual pay</td>
</tr>
<tr>
<td>Seventeen (17) years</td>
<td>.0232 x base annual pay</td>
</tr>
<tr>
<td>Eighteen (18) years</td>
<td>.0246 x base annual pay</td>
</tr>
<tr>
<td>Nineteen (19) years</td>
<td>.0259 x base annual pay</td>
</tr>
<tr>
<td>Twenty (20) years</td>
<td>.0273 x base annual pay</td>
</tr>
<tr>
<td>Twenty-one (21) years</td>
<td>.0287 x base annual pay</td>
</tr>
</tbody>
</table>
Each new Police Officer hired after January 1, 2000 and having completed six (6) or more years of continuous service shall receive longevity pay in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>Amount Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Six (6) years</td>
<td>$500</td>
</tr>
<tr>
<td>Seven (7) years</td>
<td>$600</td>
</tr>
<tr>
<td>Eight (8) years</td>
<td>$700</td>
</tr>
<tr>
<td>Nine (9) years</td>
<td>$800</td>
</tr>
<tr>
<td>Ten (10) years</td>
<td>$900</td>
</tr>
<tr>
<td>Eleven (11) years</td>
<td>$1,000</td>
</tr>
<tr>
<td>Twelve (12) years</td>
<td>$1,100</td>
</tr>
<tr>
<td>Thirteen (13) years and thereafter</td>
<td>$1,200</td>
</tr>
</tbody>
</table>

Longevity pay based on the above schedules shall be paid in a lump sum, on a separate check with appropriate deductions, on a yearly basis on the anniversary date of the Police Officer's date of hire. Longevity will be included in the calculation for overtime rate of pay. However, longevity will not be included into base salary for calculating either annual salary increases or final average salary for pension purposes.

8. The parties understand and agree that, as a result of the Township's transition from a twice-monthly pay system to a bi-weekly pay system per the collective bargaining agreement which was in effect from January 1, 2017 to December 31, 2018, an anomaly occurred whereby Police Officers who were paid in the first payroll of 2017 received an overpayment of one (1) weeks' wages at the 2017 rates in the first pay period of 2018. The payment of one extra week's worth of pay for affected Police Officers was in error, and the Township has the right to recoup such overpayment from affected Police Officers.

In the interest of arriving at a mutually-agreeable resolution, the Township agrees to a set-off in the amount of one-half of the overpayment made to each Police Officer in the first pay period of 2019. The amount shall be deducted from each Officer's net pay, and each Officer shall be notified in advance of the specific amount of the overpayment made for that Officer. Pay periods will continue to follow an accrual pay schedule, the same schedule which applies to all employees of the Township.
ARTICLE IV HOURS OF WORK

A. Definitions.

1. For purposes of this Article, the phrase "Work Week" shall mean the number of days on and days off during a scheduled rotation.

2. For purposes of this Article, the phrase "Work Period" shall mean one shift during a Work Week.

3. For purposes of this Article, the phrase "Work Schedule" shall mean the rotation of Work Weeks established by the Township, as set forth below.

B. Work Schedules.

1. The Township shall retain the sole and exclusive right to determine the Work Schedules. Work Schedules showing the workdays and hours shall be posted on an appropriate bulletin board.

2. Changes to Work Weeks shall be made only after consultation between the Association and the Township except for in emergencies which require immediate Work Weeks changes. Said emergency change may be initiated by the Chief of Police or his/her designee without consultation.

3. Police Officers may, subject to prior written approval by the Chief of Police, and by mutual agreement, change shifts with one another for personal reasons, but in no event can such change be made so as to generate additional overtime costs to the Township.

4. All Police Officers shall submit time sheets for each pay period. Time sheets shall be submitted within two (2) work days of the end of the pay period. Failure to submit time sheet(s) from the previous pay period shall be justification to withhold pay until the time sheet(s) is submitted. Time sheets shall serve as a replacement for the current overtime slips.

5. The Township and the Association agree that work periods within the Patrol Division will be bid on starting on October 1st and will be completed by November 1st. Seniority will be the primary criteria upon which work period selection will be based. A work period selection may be denied based on repeated, documented violations of orders or regulations, failure to fulfill the requirements of the job description which have been documented, and/or a demonstrated lack of effort or initiative during the previous year which has been documented on the last completed performance evaluation. The decision to deny a work period selection request will be made by the Chief of Police in compliance with this Agreement.
6. Police Officers who work inside or in any assignment outside Beaver Stadium for which the University compensates the Township for officers' service during football games, and officers assigned to fixed football-related traffic posts staffed immediately before or immediately after Penn State football games, shall be paid two (2) times their hourly rate of pay. This benefit will be discontinued at any time the University notifies the Township that it is unwilling to provide reimbursement to the Township at a rate of two (2) times the officer's hourly rate.

C. Overtime.

1. Pursuant to the Fair Labor Standards Act [29 U.S.C. §207(k)] and the rules and regulations promulgated thereunder, overtime shall be paid at the rate of one and one-half (1 ½) times the regular hourly rate of pay for all hours worked in excess of normally scheduled hours, which range from forty (40) to forty-eight (48) hours during scheduled Work Weeks.

2. Any Police Officer working a standard seven (7) day Work Week consisting of five (5) days on and two (2) days off will be entitled to overtime at the rate of one and one-half (1 ½) times the regular rate of pay for all hours in excess of forty (40) hours in that Work Week.

3. Any Police Officer called into work outside of his/her normally scheduled Work Period shall receive a minimum of three (3) hours' pay at the above-stated overtime rate of pay. Minimum call out pay does not apply to time contiguous with the officer's Work Period, meaning immediately before or immediately after such scheduled Work Periods. Pay for such situations shall only be for actual hours worked.

As examples: if an officer, who was called at home, began working an emergency call out at 5:00 a.m., (i.e. two hours before a 7:00 a.m. start time) and continued to work until the start of his/her Work Period, or if an officer worked an emergency call out starting at the end of their 3 p.m. Work Period, until 5 p.m. (i.e. two hours after their Work Period ending time), in either scenario, the officer would only be entitled to two hours of overtime and not three hours.

D. Mandatory Meetings.

I. Mandatory attendance at meetings as required by the Township shall be considered time worked. Police Officers shall receive a minimum of two (2) hours pay at the above-stated overtime rate of pay for mandatory meetings unless the mandatory meeting is contiguous with a police officer's Work Period, meaning within two (2) hours before or after the Work Period. For purposes of illustration only, if a mandatory meeting were scheduled at 2:00 p.m., an officer working 6:00 a.m. to 3:00 p.m. would receive one half an
hour of overtime for an hour and one half meeting, which concluded at 3:30 p.m. An officer working 10:00 p.m. to 7:00 a.m. would receive two (2) hours of overtime. This provision will not be viewed as limiting the Township from scheduling a mandatory meeting at any time.

ARTICLE V
OFF-DUTY COURT AND DISTRICT MAGISTRATE APPEARANCES

I. It is recognized that Police Officers, during their on-duty hours, may incur an obligation to represent the Township during their off-duty hours as a result of required appearances before the District Attorney, Centre County Court of Common Pleas or the Local District Magistrate. When Officers engage in these necessary off-duty activities deriving from their on-duty employment, they shall be paid the amount established by the IRS as the maximum amount payable without creating the necessity of the Officer reporting all or some of the mileage reimbursement money as income per mile for each mile traveled in their own vehicles as calculated using the municipal building as the point of beginning and return.

2. The Officers shall be compensated for the time spent in such activities at either their straight time rate or their overtime rate, whichever is applicable. The Officer shall receive a minimum of two (2) hours pay for an off-duty appearance before a Local District Magistrate rate. The Officer shall receive a minimum of three (3) hours pay for off-duty appearance at the Centre County Court of Common Pleas or Central court. Such compensation and expenses shall be reduced by any witness and mileage fees received by a Police Officer from any other source.

3. Such time spent in court shall be considered as compensable hours worked.

4. "Court Time" means any time spent at any judicial proceeding on a case arising out of police work (including Magistrates' hearings and excluding only civil cases not dealing with Township matters), where the Police Officer's presence is required for the processing or prosecution of the case.

ARTICLE VI
SENIORITY - PROBATIONARY PERIOD

For the purpose of this Agreement, the term "seniority" shall be defined as a preferred position for specific purposes which one employee within a rank may have over another employee within the same rank because of a greater length of continuous service. Generally, length of continuous service shall be computed from the date of hiring. The term "time in grade" shall be defined as the length of continuous service within the same rank, i.e. a Police Officer's time in grade is calculated from the date he/she completes the probationary period and is moved to PO1, a Sergeant's time in grade is calculated from the date of his/her promotion to Sergeant and a Corporal's time in grade is calculated from the date of his/her
promotion to Corporal. Once promoted, however, seniority within the same rank, i.e. time in grade, shall be measured from the date of promotion for that specific rank and shall be the determining criteria upon which preferences for specific purposes are made within that rank. In the event of two or more officers being promoted to the same rank on the same date, then seniority shall be determined by date of hire. The length of continuous service computation with the Township is subject to the following provisions:

1. An employee's continuous service shall be broken so that no prior period or periods of employment shall be counted and his/her rights to seniority shall cease upon the following:

   (a) Voluntary termination of this employment.
   
   (b) Discharge for just cause.
   
   (c) When recalled after layoff, upon his/her failure to return to work within a period of twenty-four (24) hours after the employee has received notification to so return shall be considered a break in continuous service; provided, however, if the employee notifies the Township within said twenty-four (24) hours that he/she is not immediately available for work, but wishes to remain on the seniority list, he/she should be retained on such list for a period of thirty (30) days subject to an extension, provided valid reason is given the Township.

2. When an employee, whose continuous service has been broken by any of the above causes, is again hired, he/she shall begin as a new employee of the Township.

3. New employees shall be regarded as temporary or probationary employees for one (1) year from the time they begin the Department's Field Training program and shall not be entitled to seniority during that period. Upon completion of this period of one (1) year, the seniority of such employees, if retained as employees, shall be effective as of the date of their placement in a permanent rank (e.g. PO1 police officer). During said probationary period, the Officer's employment shall be at the sole discretion of the Township. Probationary officers may be laid off, discharged or dismissed by the Township without regard to the provisions of this Agreement, but shall otherwise be covered by all terms of this Agreement. The extension of the probationary period until after the Officer's field training shall not affect the Officer's movement from probationary to POL. Upon completion of the probationary period, officers enter the pay scale at PO1. Officers reach pay grade PO2 on the second anniversary of date of hire.
4. Probation shall be extended for any probationary officer that has a short-term disability, workmen's compensation claim(s) where work time is lost, extended illness, or other similar reasons. The extension of the probationary period shall not affect the Officer's movement from probationary to PO1 unless the extension is for disciplinary reasons.

5. Absence due to sickness or accident disability or other approved leave of absence shall not constitute an interruption of continuous service.

6. Promoted Police Officer:

Any permanent Police Officer who is promoted becomes a special probationary Police Officer upon the date of the promotion and remains so until they have successfully completed a required special probationary period. These special probationary periods shall be as set forth below:

Promoted Employees: Twelve (12) months

The special probationary periods required above represent a total cumulative service time, and they may be adjusted upward so as to properly allow for any authorized leaves of absence or other approved breaks in service. However, should any such leave or break in service be greater than one (1) month, the Township may require that the entire special probationary period be restarted at the time the Police Officer returns to work.

For the purpose of this Agreement, special probationary Police Officers who are in the position classification as set forth in Article III (Section 1, Base Annual Wage), and who are employed on a regular full-time basis, shall be entitled to all benefits of non-probationary members of the bargaining unit except as herein provided.

If the special probationary Police Officer fails to demonstrate that he/she can completely and satisfactorily perform the job within the special probationary period, or the special probationary Police Officer determines he/she is not suitable for the promoted position, the Township will, unless circumstances dictate otherwise, return the Police Officer to his/her former position classification, without any loss of seniority.

Any other Police Officers who were promoted following and as a result of this Police Officer's promotion shall also be returned to their former position.

ARTICLE VII

LAYOFFS
1. Seniority for the purpose of this Article shall be defined as the length of continuous service.

2. In the event the Township proposes any layoffs, it will give the Union at least one (1) month's prior notice. Officers shall be laid off in the inverse order of their seniority.

3. Seniority shall not accumulate during period of layoff.

4. The Township agrees to establish a preference list for a period of one (1) year which shall be used in the order of seniority to fill a vacancy from which a Police Officer on said list may have been laid off. In the event a Police Officer refuses an offer of a position under this Section, he/she shall be dropped from said preference list.

ARTICLE VIII LIFE INSURANCE

1. Life insurance shall be provided in the amount of $50,000 until the officer reaches PO5 at which time the life insurance shall be increased to $80,000. This life insurance is in addition to any life insurance to which an Officer is entitled from another source.

2. The Township shall have the option of changing the insurance carrier provided that the new carrier is reputable, has an "A" rating, and the terms and conditions of coverage are not less favorable than those presently enjoyed and provided that all Officers have continuous coverage and that there are no additional exclusionary clauses.

ARTICLE IX HOSPITALIZATION AND MEDICAL INSURANCE

1. The Township agrees to continue to provide the current hospitalization and Major Medical Insurance coverage or its equivalent. Regardless of the program or provider, Police Officers shall pay a deductible for services performed in-network in the amounts of five hundred dollars ($500.00) for individual coverage and one thousand dollars ($1,000.00) for two-party or family coverage. Additionally, the following copays will apply: one hundred-dollar ($100.00) Emergency Room copay; ten dollar ($10.00) primary care visit copay; twenty dollar ($20.00) specialist visit copay; $10/$25/$40 pharmacy and $25/$50/$80 mail order prescription copays.

2. The Township agrees to continue to provide the current dental, and vision insurance coverage, or its equivalent.
3. The Township shall have the option of changing the insurance carrier or the plan provided that the new carrier is reputable, has an "A" rating, and the terms and conditions of coverage are substantially the same. Equivalent coverage does not require identical coverage. The Township shall, during the term of the contract, offer the Association any changes in hospitalization and medical insurance coverage that may be provided to non-uniformed employees. The Association however, retains the right to grieve a Township determination that a plan is "substantially the same." If the Association does not agree that a plan selected by the Township is "substantially the same" it will so state in writing to the Township within 14 calendar days of the plan being provided to the Association by the Township or such longer period as mutually agreed to by the parties in writing. In that event the Township may not unilaterally implement the proposed new plan; however, it may immediately process the dispute before a neutral arbitrator who is selected pursuant to the arbitration step of the grievance procedure. The decision of the arbitrator on this "substantially the same" issue shall be issued within 45 calendar days of the Association's written notice contesting that the plan selected by the Township is "substantially the same" and shall be final and binding and will determine if the Township is authorized to implement the new plan.

4. Employee monthly health care contributions will increase each year by 15% of the increase in premium above the prior year's premium. In the event that the insurance premium is less than the prior year, the employee contribution would remain the same and not increase for that year.

5. If the Township receives notice or information indicating that its health care plan costs will subject the plan to the Affordable Care Act's "Cadillac Tax" excise tax, the Employer will provide written notice to the Association of that fact and the parties will immediately meet to bargain changes in the plan design, plan and/or plan carrier in order to avoid the imposition of the tax. If no agreement is reached within thirty (30) days of the Township's written notice to the Bargaining Unit regarding this issue, then the parties will proceed to an expedited, final binding arbitration proceeding with an arbitrator appointed by the American Arbitration Association. The sole purpose for that expedited proceeding will be for the arbitrator to modify the plan, plan design and/or plan carrier in order to eliminate the exposure to the Cadillac Tax. The decision of the arbitrator on this issue shall be issued within forty (40) calendar days of his or her appointment.

ARTICLE X PENSIONS
I. The Township shall provide, maintain and continue the pension plan for the Police Officers in accordance with Ordinance No. 828 of 2004 as amended by Ordinance No. 892 of 2007 and Ordinance No. 2015. However, the Township and the Police Association agree that, if pension plan actuary, who shall be paid by the pension plan, shall ever be asked in the future to study the cost impact of certain potential plan improvements including: COLA, pensions benefits based on actual W-2 wages, service increment for Officers working more than twenty-five (25) years of total services and a superannuation retirement date requiring twenty-five (25) years of service in the Township and age fifty (50), that the purpose in obtaining the analysis of the plan actuary would be to allow the parties to discover how the pension plan may be improved, if it can be improved, in accordance with the following principles:

(a) No improvement may cause the Township to have to increase its present local tax dollar level of contribution to the police pension plan;

(b) To achieve improved benefits, or to maintain existing benefits, the Township agrees to utilize all potential state contributions to the pension plan which are provided to the Township by the state, because the Township has a police department, to the extent such state monies are needed to avoid any contributions to the pension plan by members of the police department;

(c) Police Officers may be required to contribute up to a total of eight percent (8%) of their base salary to meet the contribution amount to the police pension fund which the plan actuary has determined to be required; provided, however, that for Police Officers covered by Social Security, such contribution shall not exceed five percent (5%) of their base salary. The percentage police contribution shall be in an amount calculated to meet the actuarially determined requirements of the fund after the Act 205 funds are utilized (see "(b)" immediately above;

(d) Any gap in pension funding which must be eliminated pursuant to Act 205 (or its successors) to maintain the actuarial soundness of the pension plan, which exists when the principle described at 3(b) is applied, must be closed by increased Police Officer contributions to the pension plan (up to the 8% or 5% maximum referred to in "(c)" immediately above), reductions in benefits as permitted by law, or some combination of these two approaches.

2. The Township Board of Supervisors shall continue to be the pension plan trustee. The Township Manager will continue to be the Chief Administrative
Officer. An advisory committee consisting of a Township Supervisor, the Township Manager, and two (2) Police Officers selected by the Association, shall be established for the purpose of discussing pension related matters of concern to the Township and the Police Officers.

3. Each Police Officer shall be provided a pension plan summary on a yearly basis.

4. Deferred Vested Benefit

(a) For Police Officers hired before January 24, 2001: A Police Officer eligible for a deferred vested benefit according the vesting schedule set forth below shall be entitled to receive a deferred vested benefit in lieu of a return of Member Contributions (and interest) under Article V by filing with the Township of Ferguson within ninety (90) days of the date he/she ceases to be a full-time police officer, a written notice of his/her intention to vest. The benefits which a Participant shall have a vested right to obtain are defined as follows:

A percentage, based on Years of Service, as in the schedule below, multiplied by the Police Officer's accrued benefit as of his/her date of termination of employment such that he/she is no longer accruing service. The accrued benefit equals the projected normal retirement benefit, based upon the average compensation for the last thirty-six (36) month period prior to his/her termination of employment, multiplied by a fraction, the numerator of which is the aggregate Years of Service completed to the date of termination, and the denominator of which is the aggregate Years of Service that would have been completed had employment continued until the superannuation retirement date.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vested Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-4</td>
<td>0%</td>
</tr>
<tr>
<td>5</td>
<td>25%</td>
</tr>
<tr>
<td>6</td>
<td>30%</td>
</tr>
<tr>
<td>7</td>
<td>35%</td>
</tr>
<tr>
<td>8</td>
<td>40%</td>
</tr>
<tr>
<td>9</td>
<td>45%</td>
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<tr>
<td>10</td>
<td>50%</td>
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<tr>
<td>11</td>
<td>60%</td>
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<tr>
<td>12</td>
<td>70%</td>
</tr>
<tr>
<td>13</td>
<td>80%</td>
</tr>
<tr>
<td>14</td>
<td>90%</td>
</tr>
<tr>
<td>15 or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

The vested accrued benefit determined above shall become payable on the Participant's Normal Retirement Date.
(b) The pension plan for all Police Officers hired on or after January 24, 2001 shall be brought into compliance with Act 600 of 1956; specifically, the pension benefits for such Police Officers shall be modified as follows:

ill Vested Retirement Benefits - Under the condition that such would not impair the actuarial soundness of the Police Pension Fund, should a Police Officer, before completing superannuation retirement age and service requirements, but after having completed twelve (12) years of total service with the Township, for any reason cease to be employed as a full-time Police Officer by the Township, he or she shall be entitled to vest his or her retirement benefits by filing with the governing body of the Township within ninety (90) days of the date he or she ceases to be a full-time Police Officer a written notice of his or her intention to vest. Upon reaching the date which would have been his or her superannuation retirement date if he or she had continued to be employed as a full-time Police Officer, he or she shall be paid a partial superannuation retirement allowance determined by applying the percentage his or her years of service bears to the years of service which he or she would have rendered had he or she continued to work until his or her superannuation retirement date to the gross pension, using however the monthly average salary during the appropriate period prior to his or her termination of employment.

(ii) Normal Retirement Date - The superannuation retirement date shall be a minimum period of total service in the aggregate of twenty-five (25) years in the Township and age fifty-five (55).

(iii) Disability Benefits - The disability benefit shall be limited to those injuries incurred in service. All other provisions of the disability benefit shall remain in full force and effect.

ARTICLE XI VACATION

1. For purposes of calculating paid time off under this Article the term "day(s)" shall equal the number of hours in the officer's normal Work Period. For illustration purposes only, a "day" under this Article shall equal eight (9) hours for an officer whose normal Work Period is (9) hours.

2. Officers shall be entitled to vacations with pay in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>After one (1) year of continuous service</td>
<td>Forty-Five (45) hours</td>
</tr>
<tr>
<td>After two (2) years of continuous service</td>
<td>Ninety (90) hours</td>
</tr>
<tr>
<td>After five (5) years of continuous service</td>
<td>One Hundred and Thirty-Five (135) hours</td>
</tr>
<tr>
<td>After fifteen (15) years of continuous service</td>
<td>One Hundred and Eighty (180) hours</td>
</tr>
</tbody>
</table>
3. Vacations of less than five (5) consecutive days at one time cannot be taken without the Township's approval and while the Township retains the unilateral right to deny any vacation request of less than a five (5) consecutive day increment, Officers shall not even request vacation leave in increments smaller than one half of a day.

3. Vacation and personal leave requests, excluding sick leave, submitted prior to March 31 of each year shall be evaluated and approved based on seniority. Vacation requests submitted after March 31 shall be evaluated on a "first-come, first-serve" basis. In all circumstances, it will continue to be a requirement that all vacations must be scheduled and approved at least thirty (30) days prior to the posting of the monthly schedule of the month in which the vacation time is desired, unless otherwise approved by a Supervisor.

4. Barring emergencies, the Township shall not change a Police Officer's scheduled vacation without his/her consent so long as there are Police Officers available to be called out to work on straight time or overtime to maintain minimum shift strength. If it becomes necessary to change a scheduled vacation, for the reasons specified herein, the Township shall make alternate vacation arrangements with him/her at the time of the vacation change.

5. Except where permitted by the Township, Police Officers may only take up to two (2) consecutive weeks of vacation.

6. Full vacation for which a Police Officer may be eligible shall be allowed in cases of termination of employment. In the event of a discharge for cause, the Police Officer shall receive only a prorated number of vacation days which corresponds to that portion of the year actually worked.

7. Except for Police Officers having less than one (1) year of continuous service, the length of a Police Officer's vacation during the current calendar year shall be determined by the length of service of such Police Officer as of his/her anniversary day of hire.

8. A maximum of twenty (20) unused vacation days may be carried over to the next year.

ARTICLE XII
HOLIDAYS AND PERSONAL LEAVE

1. For purposes of calculating paid time off under this Article the term "day(s)" shall equal the number of hours in the officer's normal Work Period. For
illustrative purposes only, a "day" shall equal nine (9) hours for an officer whose normal Work Period is nine (9) hours.

2. In lieu of holidays, each Police Officer shall receive fourteen (14) personal days.

3. Personal leave days shall be non-cumulative from calendar year to calendar year, except that personal days not used in one calendar year, because the Township denied an Officer the opportunity to use them, may be carried over into the first half of the following calendar year. Personal days carried over into the following calendar year may be denied if such use will cause the Township to be unable to maintain the Township's desired shift strength without incurring overtime costs.

4. A Police Officer who becomes ill while on personal leave will be charged sick leave for the period of illness provided he/she furnishes satisfactory proof of such illness to the employer upon his/her return to work.

ARTICLE XIII SICK LEAVE

1. For purposes of calculating paid time off under this Article the term "day(s)" shall equal the number of hours in the officer's normal Work Period. For illustration purposes only, a "day" under this Article shall equal eight (8) hours for an officer whose normal Work Period is eight (8) hours.

2. Police Officers shall be allowed fifteen (15) days of sick leave annually which shall be earned at the rate of one and one-fourth (1 ¼) days per month. Sick leave shall be earned by a Police Officer for any month in which the Police Officer is in compensable status for fifteen (15) or more working days. Compensable status, as used herein, shall be defined as a period during which a regular, full-time Police Officer is receiving remuneration from the Township. Employees shall be eligible to take such leave after ninety (90) days' service with the Township.

3. Police Officers shall be permitted to accumulate up to a maximum of one hundred seventy (170) sick leave days.

4. Proof of illness and confirmation of fitness to return to duty, in the form of a medical certification from a licensed physician may be required if, for a reason under paragraph I above, a Police Officer is absent for three (3) or more consecutive workdays. Any misrepresentation shall be cause for disciplinary action, including suspension or discharge.
5. In the event a Police Officer is receiving both sick leave pay and benefits pursuant to the Workmen's Compensation Act, the workmen's compensation benefits received shall be returned to the Township as an offset to the sick leave pay. In the event a Police Officer is receiving both sick leave pay and benefits received as a result of an insurance policy paid for by the Township, said insurance benefits shall be returned to the Township as an offset to the sick leave pay with the exception of those benefits, recovery or settlements made as a result of claims, suits or actions made against third parties.

6. To receive compensation while absent on sick leave, the Police Officer must notify his/her immediate superior or his/her department head no less than four (4) hours before the beginning of his/her shift or when practicable.

7. Police Officers will be permitted a credit toward retirement of one-half (1/2) the number of accumulated unused sick days up to a maximum of forty-five (45) days. This benefit is solely for the purpose of providing an early retirement of up to forty-five (45) days and in no instance will Police Officers be paid for unused sick days.

8. The Township will buy back twenty-five (25) days of sick leave at a rate of Sixty Dollars ($60.00) per day at retirement provided that the retiring Officer has accumulated and has the maximum number of accumulated sick days on his/her retirement date.

9. Police Pension members will choose at the time of notice of retirement to either exercise the forty-five (45) days credit towards retirement date OR the twenty-five (25) day buyback of sick leave.

10. The Township, with the concurrence of the Bargaining Unit, has established a Physicians Panel. The Township agrees to replace any physician the Bargaining Unit identifies as having had a contact with the Police Department where the Bargaining Unit determines that the physician may not act in the best medical interest of the Police Officer using the services of the Physicians Panel. Further, the Bargaining Unit may file a grievance if any physician is added that may not be acceptable to the Bargaining Unit. Where the Bargaining Unit demonstrates to the neutral arbitrator that the challenged physician is more likely than not to conduct himself/herself in an arbitrary or capricious manner, the arbitrator shall require that the physician's name be removed from the list. The Bargaining Unit waives the requirement to approve changes of physicians on the Physicians Panel.
ARTICLE XIV UNIFORMS AND EQUIPMENT

1. The Township will provide all Officers with all necessary clothing and equipment as determined by the Township Manager at the request of the Chief of Police, including all clothing equipment that is irreparably damaged in the performance of an Officer's duties. The criminal investigator shall receive Seven Hundred Fifty Dollars ($750.00) per year as a clothing allowance payable directly.

2. The Chief of Police or his/her designee shall schedule and issue all police equipment, including police vehicles which may be available for such scheduling by the Township.

3. In the event the Township should decide to purchase police vehicles as either replacements for or in addition to current police vehicles, the Township Manager shall solicit the recommendations of the Police Officers with regard to size, options, type of interior, etc. The Township further agrees that vehicles will continue to be maintained in proper working order as determined by the Township's licensed inspector. Any vehicle certified by the inspector as unsafe shall be removed from service until it is either made safe to operate or replaced with a safe vehicle.

ARTICLE XV CONFLICT OF INTEREST

1. No Police Officer shall engage in off-duty employment which presents a material conflict, actual or potential, with his/her duties and responsibilities as a Ferguson Township Police Officer, including without limitation, engaging in employment or business activities involving the sale or distribution of alcoholic beverages, bail bond agencies, investigative work for insurance agencies, investigative work for private criminal defense attorneys or litigants, or debt collection activities.

2. No Police Officer shall engage in any off-duty employment which physically or mentally exhausts him/her to the point of adversely affecting his/her job performance.

3. No Police Officer shall engage in any off-duty employment which reflects adversely upon the integrity, good name, or reputation of the Ferguson Township Police Department, or which adversely affects the Department's operations or efficiency.

4. No Police Officer shall wear the uniform of the Ferguson Township Police Department while engaged in off-duty employment for third parties, without obtaining the Township's express prior approval. Extra work details are not deemed "off-duty employment for third parties" for purposes of this paragraph.
ARTICLE XVI FIREARMS QUALIFICATIONS

All members of the Police Department must qualify with their firearms on a yearly basis through the use of a standard test as determined by the Chief of Police. Any officer who fails to pass the yearly firearm test will be required to retake said test within seven (7) days. Failure to qualify after the second attempt may result in termination.

ARTICLE XVII RESIDENCY REQUIREMENT

All Police Officers employed by Ferguson Township must reside within a 45-minute drive time as estimated by Google Maps® during peak period, defined as 7:00 a.m. to 9:00 a.m. in the morning and 4:00 p.m. to 6:00 p.m. in the afternoon on weekdays.

ARTICLE XVIII TRAINING

1. When a meal allowance is required for away training, cash in the amount of Forty Dollars ($40.00) per scheduled training day shall be paid to the Police Officer, by the Township, before he/she departs for said training. The Police Officer shall furnish the Township with all meal receipts and unused cash allowance upon returning from away training.

2. When necessary and appropriate, a Police Officer scheduled for away training shall be given the Township credit card to be used for training expenses, gas purchases, etc., before departing for said training.

3. Police Officers using their personal vehicles for travel to away training shall be paid a mileage stipend, in accordance with Article V, Section 1 of this Agreement for actual miles driven as calculated using the municipal building as the place of beginning and return.

ARTICLE XIX GRIEVANCE PROCEDURE

Policy:

Definition:

It is the policy of the Township to encourage a harmonious and cooperative relationship between its Police Officers and to resolve Police Officer grievances in accordance with fair and orderly procedure.

A grievance is a dispute concerning the interpretation, application, or alleged violation of a specific term or provision of this Agreement.

1. STEPS:
FIRST STEP-IMMEDIATE SUPERVISOR

A Police Officer with a grievance shall file it in writing to the attention of the Chief of Police within seven (7) business days of its occurrence. The Chief may attempt to resolve the grievance to the mutual satisfaction of the Police Officer and management within seven (7) business days of its presentation. The Chief shall report his/her decision to the Police Officer in writing. Following the Police Chiefs written decision if the Police Officer does not proceed with his/her grievance to the Second Step within the time limits prescribed in the following subsection and no extension of time is granted, the grievance shall be considered to be satisfactorily resolved. If the Chief of Police does not provide the Police Officer a written decision within the seven (7) business days of the Police Officer filing his/her grievance the grievance will automatically proceed under the provisions of the Second Step.

SECOND_STEP - TOWNSHIP MANAGER

If the Police Officer is not satisfied with the disposition of his/her grievance after discussion with the Chief, he/she may submit a written appeal to the Township Manager within seven (7) business days after receiving a decision at the First Step or if no such decision is received within fourteen (14) days of filing the grievance at the First Step. The Township Manager, within seven (7) business days after receiving the appeal, shall meet with the Police Officer in an attempt to resolve the grievance. The Township Manager shall give the Police Officer a written decision within seven (7) business days following the meeting. If the Police Officer does not proceed with his/her grievance to the Third Step within the time limits prescribed in the following subsection and no extension of time is granted, the grievance shall be considered to be satisfactorily resolved.

THIRD STEP-TOWNSHIP SUPERVISOR'S DESIGNEE

If the Police Officer is not satisfied with the disposition of his/her grievance at the Second Step, he/she may submit a written appeal to the designee of the Township Supervisors within seven (7) business days after receiving a decision at the Second Step. The designee, within fourteen (14) business days after receiving the appeal, shall hold a hearing at which the Police Officer may present his/her grievance. The designee, within fourteen (14) business days following the hearing, shall give the Police Officer a written decision. If the Police Officer does not proceed with his/her grievance to the Fourth Step within the time limits prescribed in the following subsection and no extension of time is granted, the grievance shall be considered to be satisfactorily resolved.

FOURTH STEP-ARBITRATION

If the Police Officer is not satisfied with the disposition of his/her grievance at the Third Step, he/she may appeal to arbitration within seven (7) business days after receiving a decision at the Third Step. A request for arbitration may be initiated by the Association serving upon the Township a notice in writing or an intent to proceed to arbitration. The notice shall identify the Agreement provisions in dispute, the issue(s) to be determined, and the Police Officer or Police Officers involved. Upon receipt of a notice requesting arbitration, the parties shall select an arbitrator in accordance with the requirements of Act 111.
A. The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented and shall confine his/her decision solely to the application and interpretation of this Agreement. The decision or award shall be final and binding.

B. The costs of arbitration shall be divided equally between the Township and Association. Each party shall bear the cost of preparing and presenting its own case.

C. In the event the written decision required in either the First, Second, or Third Step is not issued, the grievance shall be considered denied as of the expiration of the time period for such written decision.

2. A grievance which affects a substantial number of Police Officers may initially be presented by the Association at Step Three of the grievance procedure. The Association shall designate one spokesman to act as representative for the group.

3. A grievance may be withdrawn by the Association or the aggrieved Police Officer at any time, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any future grievances unless specifically so agreed.

4. The time limits set forth in this grievance procedure shall, unless extended by mutual written agreement of the Township and the Association, be binding and any grievance not timely presented, or timely processed thereafter, shall not be considered a grievance under this Agreement and shall not be arbitrable.

ARTICLE XX BEREAVEMENT LEAVE

1. In the event of a death in the immediate family of an Officer, three (3) working days with pay shall be granted as bereavement leave. The immediate family is defined as: spouse, children, mother, father, brother or sister.

2. One (1) working day off with pay will be granted for the death of a grandfather, grandmother, aunt, uncle, father-in-law, mother-in-law, brother-in-law or sister-in-law.

ARTICLE XXI
INJURY IN PERFORMANCE OF DUTIES
The Township agrees that a form shall be made available to any Police Officer, who believes he/she has been injured in the performance of his/her duties and by reason thereof is temporarily incapacitated from performing his/her duties, for filing with the Township a claim for benefits pursuant to the Heart and Lung Act, 53 P.S. §637. The claim must be filed within the applicable time limits of the Act. The Township Manager shall issue a written decision within ten (10) days of receipt of the claim. The Police Officer may file in writing an appeal of this decision to the Board of Township Supervisors. Said appeal must be filed within thirty (30) days of receipt of the Manager's decision. The Board of Township Supervisors shall issue a written decision within fourteen (14) days of the filing of the appeal. Any further right of appeal shall be pursuant to the Local Agency Laws of this Commonwealth.

ARTICLE XXII SCHEDULED PAYDAYS

1. There will be twenty-six pay periods per year or every two weeks. Pay days shall occur seven (7) days after the end of the pay period. All Police Officers shall be paid through direct deposit to their account in their bank. The Township agrees to make paycheck vouchers available for distribution no later than 12:00 noon of the scheduled payday.

2. If a scheduled payday falls on a holiday or weekend, the Township agrees to direct deposit paychecks on the last Township business day before said holiday or weekend.

ARTICLE XXIII
DISCIPLINE, SUSPENSION, DEMOTION, DISCHARGE

1. No Police Officer, after having completed the probationary period of one (1) year, shall be disciplined, suspended, removed, or reduced in rank, except for just cause. Provided, however, that if for reasons of economy or other reasons it shall be deemed necessary by the Board of Township Supervisors to reduce the number of Police Officers in the department, the procedures set forth in Article VII - Layoffs shall apply.

2. Just cause for disciplining a Police Officer relates to the higher standard of conduct to which the Pennsylvania Supreme Court has required police officers to be held.

3. Police Officers may grieve the imposition of discipline through the contractual grievance procedure set forth in Article XIX of this Agreement. Any Police Officer who exercises his/her option to utilize the grievance procedure to challenge the imposition of any discipline automatically waives any access that Officer has to challenge the discipline in another forum such as, for example, through the Local Agency Law, the Police Tenure Act, or the procedures set forth in the Professional Standards Policy of the current Disciplinary Policy, of the Ferguson Township Police Department.
4. In the event disciplinary action is taken with regard to a Police Officer, and the Police Officer does not challenge the discipline under the contractual grievance procedure, the procedures set forth in the Professional Standards Policy of the current Disciplinary Policy, of the Ferguson Township Police Department, shall apply.

ARTICLE XXIV PAYROLL DEDUCTIONS

1. The Township agrees to continue payroll deductions for such items as IRA's and life insurance policies currently held by Police Officers. Said deduction will be made only with the written authorization of the Police Officer requesting said deduction. Said authorization must be renewed by the Officer before the beginning of each fiscal year.

2. The Township agrees to deduct from the wages of Police Officers such amounts that are due and owing the Ferguson Township Police Association as regular Association dues. This amount shall not include any other fee, assessment, fine or reimbursement which may be claimed by the Association. Said deduction will be made only with the written authorization of the Police Officer requesting said deduction. Said authorization must be renewed by the Officer no more than thirty (30) days nor less than ten (10) days before the beginning of each fiscal year. Authorization may be revoked at any time in writing, presented to the Township Manager. Said deduction shall be forwarded to a person or place designated by the Association by the tenth (10th) day of the following month. The Association shall submit a written statement of the amount of the deduction for each Officer before January 1 of each year. Amendments to the amounts of these deductions shall be submitted in writing at least five (5) days before the beginning of any month in which a change is made.

ARTICLE XXV TUITION ASSISTANCE

1. The Township agrees to reimburse Police Officers fifty percent (50%) of the cost of tuition, books, and materials needed for higher education, upon proof of satisfactory completion of each course. In order to qualify for reimbursement, courses attended and degrees sought must be applicable to the job of a Police Officer and must be approved by the Township Manager before attendance by the Officer. Any Officer intending to be reimbursed for eligible programs must give written notice to the Board of Township Supervisors of such intent at least three (3) months before the beginning of the fiscal year for budgetary reasons.

2. On an individual by individual basis, a Police Officer who desires to obtain tuition assistance in a program specifically leading to a degree may opt for an alternative benefit which would cause the Police Officer to be reimbursed one
hundred percent (100%) of the cost of tuition, books and material needed for higher education, upon proof of satisfactory completion of each course which has been approved by the Township Manager. The notice and prior approval requirements relating to this latter option are the same as those set forth in Section I of this Article. An Officer who elects to utilize the one hundred percent (100%) tuition reimbursement option must, as a pre-condition to receiving that option, execute a contract directly between the Officer and the Township which would obligate the Officer to remain in the employ of the Township for a period equal to the amount of time the Officer spent in school to obtain the degree and for which the Township paid the tuition fee. For example, if an Officer receives one hundred percent (100%) reimbursement for achieving a two year Associate degree, he/she shall be obligated for two (2) years after receiving that degree. A Bachelor's degree (four years) achieved entirely under this program would obligate the Officer to four (4) years' work following the awarding of the degree. An Officer who completes an already undertaken degree under this program shall be obligated, after receipt of the degree, only for a period of time equivalent to the time spent in the one hundred percent (100%) tuition reimbursement program. An Officer who abandons a degree program shall be obligated for the period of time he/she spent in that program prior to the abandonment. An Officer who leaves Township employment prior to fulfilling his/her obligation to provide service to the Township in return for one hundred percent (100%) reimbursement under this section shall reimburse the Township for fifty percent (50%) of the tuition and related cost (i.e., tuition, books, and material) paid by the Township. The Union specifically authorizes both the Township and the individual Officers of the bargaining unit to enter into this particular limited form of personal services contract. The Police Association shall not be responsible for reimbursing the Township under this section.

3. Tuition assistance shall be limited to credentialed Colleges and Universities. Credit costs may not exceed the rate for in-state students at the Penn State University - Main Campus. In order to receive reimbursement, an officer must either obtain a minimum grade of "C" in a course with a numerical grade range or obtain a grade of "Pass" in a pass/fail course. Officers must be enrolled in a continuous educational track and will be reimbursed for no more than four years' worth of courses if pursuing a master's degree and no more than eight years' worth of courses if pursuing a bachelor's degree.

ARTICLE XXVI
RANDOM DRUG AND ALCOHOL TESTING

The Township may implement a random drug and alcohol testing policy that fully complies with and incorporates all of the terms and conditions of the Pennsylvania Department of Transportation Drug and Alcohol Testing Regulations. The random drug and alcohol testing provisions shall not diminish the Township's right to require drug and/or alcohol testing when
it has a reasonable suspicion that an Officer has engaged in inappropriate drug and alcohol use.

**ARTICLE XXVII**
**LEGALITY**

1. Both parties hereto specifically agree that it is their intent that this Agreement, under all circumstances and in every respect, shall comply with all applicable statutes, governmental regulations, and judicial decisions, and if it shall be determined by proper authority that this Agreement, or any part hereof, is in conflict with said statutes, governmental regulations, or judicial decisions, this Agreement shall be automatically adjusted to comply with the referred to statutes, governmental regulations, or judicial decisions.

2. In the event any of the terms or provisions of this Agreement shall be found invalid or declared unenforceable by reason of any federal or state statute, or federal or state directive, rule or regulation, now in effect or hereinafter to become effective, or by reason of the decision of any court having jurisdiction, such invalidity of unenforceability shall not affect or impair any other terms or provisions hereof, unless the other terms or provisions are directly affected by the section declared invalid or unenforceable.

3. This Agreement supersedes any and all prior agreements except the agreement as memorialized in the letter of understanding dated October 1985 regarding scheduling.

**ARTICLE XXVIII MISCELLANEOUS**

1. The Township agrees that should the Township at any time contract with or combine its Police Department, a good faith attempt will be made to place present Police Officers with the new employer.

2. Upon written proof to the Township Manager of membership in an exercise/health club, a Police Officer will be provided Fifty Dollars ($50.00) a year to help defray the cost of such membership.

**ARTICLE XXIX**
**DURATION**

Pursuant to the requirements of Act 111, this Agreement shall be binding upon the parties hereto, their successors and assigns from January 1, 2019 to and including December 31, 2021.
IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 15th day of October, 2017, intending to be legally bound thereby.

FERGUSON TOWNSHIP
BOARD OF SUPERVISORS

By:

ATTEST: FERGUSON TOWNSHIP
BOARD OF SUPERVISORS

By:

ATTEST: FERGUSON TOWNSHIP
POLICE ASSOCIATION

ATTEST: FERGUSON TOWNSHIP
POLICE ASSOCIATION

By:
# AGREEMENT between PATTON TOWNSHIP
And PATTON TOWNSHIP PROFESSIONAL POLICE OFFICERS'
ASSOCIATION
JANUARY 1, 2020 THROUGH DECEMBER 31, 2022

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<td>XXIII. Duration</td>
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PREAMBLE

AGREEMENT between PATTON TOWNSHIP and PATTON TOWNSHIP PROFESSIONAL POLICE OFFICERS' ASSOCIATION

THIS AGREEMENT, made this 12th day of SEPTEMBER 2019, by and

between PATTON TOWNSHIP, a municipal corporation of the County of Centre and State of Pennsylvania, hereinafter referred to as "Township," and the PATTON TOWNSHIP PROFESSIONAL POLICE OFFICERS' ASSOCIATION, representing Patton Township Police Department employees, hereinafter referred to as "Association" 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

Preamble

A. The terms "Professional Police Officers" and "employee" as used in this Agreement, shall include all full-time sworn police officers and sergeants and shall exclude the Chief of Police, supervisory personnel above the rank of sergeant, and any civilian administrative personnel such as a secretary working with the department.

B. It is the intent and purpose of the parties to promote harmonious and cooperative relationships between the Association and the Township; one way to accomplish this is by negotiating in good faith a collective bargaining agreement.
ARTICLE II  
Recognition  
A. The Township hereby recognizes the Association as the sole and exclusive bargaining agent for all full-time sworn police officers and sergeants and shall exclude the Chief of Police, supervisory employees above the rank of sergeant, and any civilian administrative-personnel such as a secretary working with the department, with respect to the collective bargaining process.

B. Fair Share - All members of the police department who do not join the Patton Township Professional Police Officers' Association shall pay to the employee representative each month a service charge as a contribution toward the administration of the collective bargaining agreement between the parties, which shall be equal to the regular dues and assessments of the Association members, which are currently 20.00 dollars per biweekly pay. The Association shall indemnify and save the municipality harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken or not taken by the municipality for the purpose of complying with any of the provisions of this agency shop clause. The employer is required to deduct the current dues and assessments or service charge from compensation received by employees.

C. The dues and assessments or service charges shall be forwarded to a place designated by the Association by the 25th of the following month. The initial amounts owed for dues and assessments or service charge and the place designated for forwarding these amounts shall be submitted in writing to the Township within 10 days of the execution of this agreement. Amounts to be deducted shall be submitted to the Township at least five (5) days before the beginning of any month.
ARTICLE III
Hours of Work
A. Work Schedule
1. The standard work week shall be a forty (40) hour work week.
2. Each employee shall be assigned to a forty (40) hour work week
3. Working scheduling shall continue as presently in practice, and any proposed change shall be made only after prior consultation with the Association and the Township, except for emergencies which require immediate work schedule change and which emergency change may be done by the Chief of Police or a police department employee designated by the Chief without agreement.

B. Overtime
1. Overtime shall be at a rate of time and one-half (1 and one half) pay for all hours worked over eight (8) hours in one day, or forty (40) hours in a week. Hours worked shall mean all hours in compensable status, except:
   a. No employee shall receive overtime on the same calendar day in which the employee calls off sick for duty unless the employee actually worked more than eight hours on that day.
2. Overtime pay may be taken off in compensatory time at the option of the employee. Compensatory time may be taken in increments of one-half hour or more, at the employee's option, and may be scheduled at the employee's discretion on a first come, first served basis, with the prior approval of the Chief of Police or a police department employee designated by the Chief.
Full-time police officers may elect to take compensatory time off in lieu of payment of overtime wages providing that said-police officer may not accumulate more than a maximum of two-hundred forty (240) hours of compensatory time. Compensatory time off is to be computed at a rate of one and one-half (one and one half) times the number of overtime hours worked. Compensatory time may only be accumulated from approved overtime. Compensatory time shall be in accordance with the Fair Labor Standard Act.

3. Any employee called into work outside his normally scheduled work day shall receive a minimum of four (4) hours pay at the overtime rate of pay.

4. Overtime work shall be equalized among those employees who voluntarily wish to work overtime.
ARTICLE IV

Time Spent in Court
A. It is recognized that professional police officers are required to be in court, and that such activity is directly in the line of duty. Such time spent in court shall be considered as hours worked, provided the District Attorney or District Magistrate certifies the time in writing if the chief of police or police department employee designated by the chief requests such certification. In criminal cases where witness fees are provided, they shall be considered the property of the police officer unless his time in appearing in court is during the time for which he receives his regular salary. If a professional police officer uses his personal vehicle for attendance at criminal cases, the mileage stipend shall be retained by him, provided he does not receive mileage from the township for the same mileage.

Standard mileage and minimum call-out periods, to be compensated at the officer's overtime pay rate, for court appearances not overlapping an officer's 'scheduled shift shall be as follows:

<table>
<thead>
<tr>
<th></th>
<th>Central Court</th>
<th>Magistrate Hearing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Round trip miles</td>
<td>30</td>
<td>10</td>
</tr>
<tr>
<td>Minimum call-out</td>
<td>3 hours</td>
<td>2 hours</td>
</tr>
</tbody>
</table>

Mileage allowance for use of personal vehicle: mileage rate as established by the U.S. Internal Revenue Service.
ARTICLE V
Seniority
A. Seniority for all employees shall start from their last date of hire of their present current uninterrupted-service for the Township.

B. All newly hired employees shall be considered probationary employees for a 12 month period which shall begin on the later of the officer's latest hiring date or Act 120 certification date and may be terminated for any reason prior to completion of this twelve (12) month period. However, all other benefits and working conditions shall be provided the first day of employment.

C. Ties in seniority shall be broken by the drawing of lots.
D. If a layoff becomes necessary, employees involved shall receive one (1) month's advance notice of such layoff. Employees shall be laid off in inverse order of their seniority. Employees shall be recalled from layoff in order of seniority.
ARTICLE VI
Pension
A. The Township shall continue the present Pension Plan in accordance with Act 600 as amended by Act 30 (April 17, 2002).

B. The Township agrees to meet and discuss with the Association the administration of the Pension Plan at least one time per year during the contract period. If the Township proposes changes to the pension plan on which the Association cannot agree, the dispute shall be submitted to arbitration as per Act 111.

C. The employees' contribution to the Pension Plan shall be up to 2.0% of their base salary as defined in Article (17) XVII, Classification and Salary Rates effective January 1, 2020; however, this contribution may be reduced or eliminated if it is determined by an actuarial study that further contributions at the scheduled rate are not required.

D. Each employee is eligible to participate in the Township's VOLUNTARY Deferred Compensation (457) plan with I C M A – R C or ICMA-RC.

E. The Patton Township Police Pension Plan includes a Deferred Retirement Option 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 Patton Township Ordinance 2016-577 dated November 2, 2016.
Article VII

Life Insurance

A. The Township agrees to provide a 150,000 dollars group term life insurance policy to all employees.

B. The Township will allow officer's to voluntarily purchase additional life insurance, through payroll deduction, under a group plan in accordance with the carrier's requirements.
ARTICLE VIII
Hospitalization and Medical Insurance

A. The Township agrees to provide a "deductible plan" from Capital Blue Cross, including prescription and Township self-insured vision coverage, or its equivalent. The in-network coverage shall include a deductible of 250 dollars per individual and 500 dollars per family.

B. The Township agrees to provide a Direct Reimbursement Dental Plan with a maximum annual benefit of 1,500 dollars for each employee and eligible dependent. Claims are paid according to the following tiers:

<table>
<thead>
<tr>
<th>Direct Expense</th>
<th>Employer Share</th>
<th>Employee Share</th>
<th>Paid Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>First 500 dollars</td>
<td>100%</td>
<td>0%</td>
<td>500 dollars</td>
</tr>
<tr>
<td>Next 500 dollars</td>
<td>80%</td>
<td>20%</td>
<td>400 dollars</td>
</tr>
<tr>
<td>Next 1,200 dollars</td>
<td>50%</td>
<td>50%</td>
<td>600 dollars</td>
</tr>
</tbody>
</table>

C. The Township shall have the option of changing the insurance carriers or the plans provided that the new carriers are reputable, have an "A" rating, and the terms and conditions of coverage are substantially the same. Equivalent coverage does not require identical coverage.

D. Reserved

E. Each employee who elects coverage shall contribute by payroll deduction nine percent (9%) of the cost of the annual premium for hospitalization and medical insurance.

G. The Township agrees to provide a Direct Reimbursement Vision Plan with a maximum benefit of 100 dollars annually for an eye exam and 250 dollars per year period for corrective lenses and/or frames for each eligible employee and dependent upon of a receipt for the paid expenditure.
H. Each employee is eligible to participate in the Township's Retirement Health Savings Plan with ICMA-RC.

I. The Township shall provide for a Health Reimbursement Arrangement to supplement Health, Vision, Dental and Prescription coverage which will reimburse co-pays and deductibles in accordance with Section 213(d) of the Internal Revenue Code incurred by the employee and/or eligible dependents in the plan year to a maximum of 1,000 dollars per year, credited as of January 1. Unused amounts shall not accrue, nor carry over from year to year.

J. The Township shall provide access to AFLAC and other supplemental insurance that employees can voluntarily choose to purchase through payroll deduction.

K. Cadillac Tax Reopener.

Effective July 1, 2020, in the event that the Township 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 Township's police health care plan, whether directly by the federal government or through such tax being passed on by the insurance provider, the Township shall have the option of reopening the contract. The purpose of this reopener is to explore plan design changes so that no Excise Tax is imposed or is kept to a minimum; or if plan design changes cannot be agreed to, there will be discussion on how the tax will be funded.
Page 13

1. Any such reopener shall be commenced by the Township giving notice to the Union within thirty (30) days following the Township'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 Township's healthcare plans for a particular year. Once the contract is reopened by the Township, it is agreed that the Township and Union shall meet promptly in an attempt to reach an amicable resolution.

2. In the event no resolution is reached, an interest arbitration hearing shall occur no later than thirty (30) days following the Township's reopener request, which shall be presided over by a tripartite panel selected in accordance with Act 111.

3. A decision shall be rendered by the Panel within forty-five (45) days following the Township's initial request to reopen the contract.

4. The Cadillac Tax Reopener shall be removed from the contract at the expiration of this current contract (12-31-22).
ARTICLE IX
Vacation Leave

A. Vacation leave with pay shall be granted to all employees in accordance with the provisions herein;

<table>
<thead>
<tr>
<th>Employment Years</th>
<th>Days per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 year - 5 years of employment</td>
<td>10/12</td>
</tr>
<tr>
<td>Beginning with the 6th year through the 10th year</td>
<td>15/12</td>
</tr>
<tr>
<td>Beginning with the 11th year through the 19th year</td>
<td>20/12</td>
</tr>
<tr>
<td>Beginning with the 20th year and thereafter</td>
<td>25/12</td>
</tr>
</tbody>
</table>

B. Vacation accrual shall be approved for up to thirty (30) days carryover for one (1) year only.

C. Vacation shall be granted at the employee's request, subject to approval of the Chief of Police or a police department employee designated by the chief. The employee shall submit vacation requests at least two (2) weeks in advance of the time vacation is to be taken. The two week advance notice requirement may be waived if it is determined by the Chief of Police or his designee that no hardship will result to the work schedule. For vacation requests submitted prior to March 1 of each year, if it becomes necessary to limit the number of employees on vacation at a given time, the employees who are most senior shall be given preference. After the March 1 deadline vacation will be granted on a first come, first served basis with no "bumping."
D. Accrued but unused vacation will be paid upon termination of employment, provided, however, that no more than the current year of vacation time may be accrued.
ARTICLE X
Holidays

A. The following days shall be observed as paid holidays:

New Year's Day
Good Friday or Yom Kippur
Memorial Day
Independence Day
Labor Day
Presidents Day
Veteran's Day
Thanksgiving Day

Christmas Day or Jewish New Year (Rosh Hashanah)

Martin Luther King's Birthday

Five (5) personal days
One (1) personal day shall not be subject to denial unless the shift cannot be filled by any scale. Employees shall provide the Township with at least twenty-four (24) hours advanced notice.

B. In the event the holiday falls on Saturday, it will be observed on the preceding Friday; holidays falling on Sunday shall be observed on the following Monday.

C. Any employee who works on any of the holidays listed above in Section A shall receive the regular pay for the holiday, and a sum equal to that, for all hours worked on that day. The employee may at his/her option be compensated time in lieu of pay for the holiday.

Scheduling of personal days and comp time shall be on a first come, first served basis.
ARTICLE XI
Sick Leave
A. Sick leave with pay shall be granted to all employees at the rate of one and one third days per month of service.
B. Unused sick leave may be accrued. For all employees all unused accumulated sick leave shall be paid to such employees upon termination of employment, with the exception of termination for disciplinary reasons, up to a maximum of 50% of the employees' pay for a maximum of 120 unused days.
C. Family and Medical Leave (FML) will be granted as provided by the Federal FML Act. If an employee is also eligible for paid sick leave, said leave shall run concurrently with the FML. Maternity leave desired in excess of the FML will be granted up to an additional 60 days, without pay. Benefits (vacation, sick leave, etc.) shall not accrue during non-paid leave.
D. Sick leave may be used for the physical incapacity or illness of a spouse or immediate family member for whom the employee is responsible, and where the employee's presence is necessary.
E. In the event that an officer dies, any sick leave reimbursement to which the officer would have been entitled under Section B above shall be paid to the officer's designated beneficiary.
ARTICLE XII

Bereavement Leave
A. For death in the immediate family, employees shall receive three (3) work days off with pay for each occurrence. Immediate family is defined as mother, mother-in-law, father, father-in-law, husband, wife, son, son-in-law, daughter, daughter-in-law, brother or sister, step-parents and step-children.
B. For death of grandparents, grandchildren and in-law relatives through each, one (1) day of bereavement leave with pay.
ARTICLE XIII

Injury Leave

A. The Township agrees that a form shall be made available to any police officer, who believes he/she has been injured in the performance of his/her duties and by reason thereof is temporarily incapacitated from performing his/her duties, for filing with the Township a claim for benefits pursuant to the Heart and Lung Act, 53 P.S. § 637. The claim must be filed within the applicable time limits of the Act. The Township Manager shall issue a written decision within ten (10) days of receipt of the claim. The Police Officer may file in writing an appeal of this decision to the Board of Township Supervisors. Said appeal must be filed within thirty (30) days of receipt of the Manager's decision. The Board of Township Supervisors shall issue a written decision within fourteen (14) days of the filing of the appeal. Any further right of appeal shall be pursuant to the Local Agency Laws of this Commonwealth.
ARTICLE XIV

Equipment and Uniforms

A. The Township shall provide all employees with guns, ammunition, uniforms appropriate for the season, and replacement of the same when necessary, foul weather protection, and such other equipment as determined by the Chief of Police and as necessary.

B. Minor Equipment Reimbursement - The Township shall pay each officer an annual reimbursement of up to 350.00 dollars upon presentation of a receipt(s) to the Township, for the purpose of purchasing:

- winter and summer footwear
- winter and summer gloves
- shoes, suits and clothing for court hearings
- holsters to carry weapons to court
- winter undergarments
- any other equipment used in the duties of Police Officer and approved by Chief of Police

C. Bullet Resistant Body Armor

1. Use of bullet resistant body armor (vests) shall be mandatory for all employees and will be worn at all times while on duty, except when otherwise provided in the Department Procedures Manual.

2. Vests will be provided to officers. Vests must be certified to comply with National Institute of Justice armor classifications of Level IIA, Level II or higher level.
3. Vests will be replaced at five-year intervals, except when the integrity of the vest is compromised by use while on duty and vest will then be promptly replaced.

4. At time of vest replacement, or initial purchase, each officer may submit in writing to the Police Chief a preferred vest selection. Submittal shall include all information necessary to purchase vest including make, model, size, vendor information, cost, and manufacturer certification of compliance with NIJ standards.

5. The Township shall order officer's preferred vest selection and fully pay for vests up to 750.00 dollars. This cost (750 dollars) is the vendor's invoice price to the Township including body armor, carrier, trauma plate and shipping. An officer may purchase a vest with a price over 750 dollars by agreeing to reimburse the Township for charges over 750.00 dollars. Agreement to reimburse the Township shall be stated in submittal information to Police Chief.

D. When the Township determines to purchase new or future police cars, the Township will first obtain and give consideration to input from the police department employees specifications on size, type of interior, etc., but the final decision shall be that of the Township.

E. The Township shall provide for the cleaning of uniforms and will reimburse the Detective Specialist(s) for actual clothing cleaning costs up to a limit of 300 pieces annually.
The Detective Specialist(s) may use the dry-cleaning service utilized by the Township for cleaning of uniforms or another service of his or her choosing provided that it is less expensive or the same cost as the service utilized by the Township.
ARTICLE XV

Training and Education

A. The Township supports the importance of in-service training for police officers. The Township Chief of Police will meet with the Association to discuss arrangements for professional seminars and in-service training of police officers. All such arrangements shall be subject to approval of the Board of Supervisors.

B. The Township agrees to reimburse Police Officers fifty percent (50%) of the cost of tuition, books and materials needed for higher education, upon proof of satisfactory completion of each course with a grade of "C" or better. In order to qualify for reimbursement, courses attended and degrees sought must be applicable to the job of a Police Officer and must be approved by the Township Manager before attendance by the Officer. Any Officer intending to be reimbursed for eligible education programs must give written notice to the Board of Supervisors of such intent at least three (3) months before the beginning of the fiscal year for budgetary reasons.

C. On an individual basis, a police officer who desires to obtain tuition assistance in a program specifically leading to a degree may opt for an alternative benefit which would cause the police officer to be reimbursed One Hundred percent (100%) of the cost of tuition, books and material needed for higher education, upon proof of satisfactory completion of each course with a grade of "C" or better which has been approved by the Township Manager.
The notice and prior approval requirements relating to this latter option are the same as those set forth in Section 1 of this Article. An officer who elects to utilize the 100% tuition reimbursement option, must as a pre-condition to receiving that option, execute a contract directly between the officer and the Township which would obligate the officer to remain in the employ of the Township for a period equal to the amount of time the officer spent in school to obtain the degree and for which the Township paid the tuition fee. For example, if an officer receives 100% reimbursement for achieving a two year Associate degree, he/she shall be obligated for two years after receiving that degree. A Bachelor's degree (four years) achieved entirely under this program would obligate the officer to four years work following the awarding of the degree. An officer who completes an already undertaken degree under this program shall be obligated, after receipt of the degree, only for a period of time equivalent to the time spent in the 100% tuition reimbursement program. An officer who abandons a degree program shall be obligated for the period of time he/she spent in that program prior to the abandonment. An officer who leaves Township employment prior to fulfilling his/her obligation to provide service to the Township in return for 100% reimbursement under this section shall reimburse the Township for 100% of the tuition and related cost (i.e., tuition, books, and material) paid by the Township. The union specifically authorizes both the Township and the individual officers of the bargaining unit to enter into this particular limited form of personal services contract. The Police Association shall not be responsible for reimbursing the Township under this section.
ARTICLE XVI

Longevity

A. Longevity pay shall be paid based upon the length of service in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Continuous Years of Service</th>
<th>Amount Paid (dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>800</td>
</tr>
<tr>
<td>7</td>
<td>850</td>
</tr>
<tr>
<td>8</td>
<td>900</td>
</tr>
<tr>
<td>9</td>
<td>950</td>
</tr>
<tr>
<td>10</td>
<td>1000</td>
</tr>
<tr>
<td>11</td>
<td>1100</td>
</tr>
<tr>
<td>12</td>
<td>1,200</td>
</tr>
<tr>
<td>13</td>
<td>1,300</td>
</tr>
<tr>
<td>14</td>
<td>1,400</td>
</tr>
<tr>
<td>15</td>
<td>1,500</td>
</tr>
<tr>
<td>16</td>
<td>1,650</td>
</tr>
<tr>
<td>17</td>
<td>1,800</td>
</tr>
<tr>
<td>18</td>
<td>1,950</td>
</tr>
<tr>
<td>19</td>
<td>2,100</td>
</tr>
<tr>
<td>20</td>
<td>2,250</td>
</tr>
<tr>
<td>21</td>
<td>2,400</td>
</tr>
<tr>
<td>22</td>
<td>2,550</td>
</tr>
<tr>
<td>23</td>
<td>2,700</td>
</tr>
<tr>
<td>24</td>
<td>2,850</td>
</tr>
<tr>
<td>25 or more</td>
<td>3,000</td>
</tr>
</tbody>
</table>
ARTICLE XVII

Classification and Salary Rates

A. Pay Steps

Officers who had a pay grade of Police Officer (P.O.) III on December 31, 2012 shall be classified as a P.O. 5 on January 1, 2013. Similar adjustments to pay grade will be made to other P.O. grades.

The following pay steps are established from the base salary (P.O. 5):

<table>
<thead>
<tr>
<th>Starting Salary/Non Certified</th>
<th>Base less 36%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Officer I (1st year of service)</td>
<td>Base less 32%</td>
</tr>
<tr>
<td>Police Officer 2 (2nd year of service)</td>
<td>Base less 24%</td>
</tr>
<tr>
<td>Police Officer 3 (3rd year of service)</td>
<td>Base less 16%</td>
</tr>
<tr>
<td>Police Officer 4 (4th year of service)</td>
<td>Base less 8%</td>
</tr>
<tr>
<td>Police Officer 5 (5th year of service and thereafter)</td>
<td>Base</td>
</tr>
<tr>
<td>Detective</td>
<td>Base plus 4%</td>
</tr>
<tr>
<td>Sergeant</td>
<td>Base plus 8%</td>
</tr>
</tbody>
</table>
B. Pay Rates
The Base pay hourly rates shall be as follows:

<table>
<thead>
<tr>
<th>Beginning Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2020</td>
<td>2019 Base + 3.25%</td>
</tr>
<tr>
<td>January 1, 2021</td>
<td>2020 Base + 3.25%</td>
</tr>
<tr>
<td>January 1, 2022</td>
<td>2021 Base + 3.25%</td>
</tr>
</tbody>
</table>

C. Any classifications created hereinafter, the salary shall be negotiated as per Act

D. Plainclothes Duty Assignment Clothing Allowance - Police officers hired prior to January 1, 1990 and assigned duties of Detective shall receive a clothing allowance of $800.00 per year.

Police officers hired after January 1, 1990 and assigned duties of Detective shall receive an annual reimbursement of up to $800.00 upon presentation of a receipt(s) to the Township, for the purpose of purchasing clothing for use during assigned duties.
ARTICLE XVIII

Grievances

A. For the purpose of this agreement, the term "grievance" means any dispute between the Association and the Township with respect to the interpretation or application of any of the provisions of this agreement.

B. Any professional police officer having a grievance with the Township shall proceed in the following manner:

Preliminary: The grievant (unless a sergeant) may first discuss the grievance informally with a sergeant, prior to proceeding to Step 1 below, in order to attempt to resolve the issue informally.

1. The employee, either alone or accompanied by the Association representative, or the Association wherein entitled, shall first discuss his grievance with the Chief of Police within fifteen (15) working days of his knowledge of its occurrence to attempt to resolve the matter at this level. Every possible effort should be exercised by the aggrieved professional police officer and the Chief of Police 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 ten (10) working days by the employee or Association representative to the office of the Township Manager. The Manager shall respond to the employee or the Association representative within five (5) working days after the appeal has been presented.
3. In the event the grievance is not satisfactorily resolved, it shall be presented, in writing, within ten (10) working days to the Township Board of Supervisors. The Township Board shall respond to the Association within fifteen (15) working days of their receipt of the grievance at Step 3.

4. An appeal from an unsatisfactory decision at Step 3 may be initiated by the Association serving upon the employer a notice, in writing, of its intent to proceed to arbitration. Such notice shall be mailed no later than fifteen (15) working days after receipt of decision at Step 3.

5. The grievance shall then be arbitrated in the manner set forth in the said Act 111. The arbitration shall be limited solely to the unresolved subject matter of the grievance and for no other purpose unless the Township and the Association, the parties to this agreement, both agree in writing. The arbitration shall be before a single arbitrator selected by the procedure provided by Act 111 for selecting the third arbitrator. The cost of the arbitration shall be as provided for in Act 111.

C. An employee shall be permitted to have an Association representative present at each step in the grievance procedure.

The Association representative, if an employee of the Township, and the grievant, 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.
ARTICLE XIX

Discipline. Suspension. Demotions and Discharge

A. No employee, after completing the probationary period of one (1) year, shall be disciplined, suspended, removed or reduced in rank except for the following reasons:

1. Physical or mental disability affecting his ability to continue in service, in which case the person shall receive an honorable discharge from service;
2. Neglect or violation of any official duty;
3. Violation of any law which provides that such violations constitute a misdemeanor or felony;
4. Inefficiency, neglect, intemperance, disobedience of orders, or conduct unbecoming an officer;
5. Intoxication while on duty;
6. Or other just cause.

No employee shall be removed for religious, racial or political reasons.

B. A written statement of any charges made against any employee having completed the probationary period of one (1) year shall be furnished to such employee within five (5) days after the same are filed.

C. Upon receipt of the statement of charges, the employee so charged shall be entitled to a hearing before the Board of Supervisors, which hearing shall be private unless the employee shall demand a public hearing.
The hearing shall be held within a period of ten (10) days from the filing of charges in writing unless continued by the Township for cause or at the request of the employee so charged. At such hearing the person against whom the charges are made may be present in person and may be represented by counsel. The Township may suspend the employee without pay pending the determination of the charges against such employee, but in the event the charges are later dismissed, then the employee sought to be suspended or removed shall be reinstated with full pay for the period during which such employee was suspended and no charges shall be officially recorded against him. Such hearings shall be conducted in accordance with the provisions of the Local Agency Law.

D. A written record of all testimony taken at such hearing shall be filed with and preserved by the Township, which record shall be sealed and not be available for public inspection in the event the charges are dismissed.

E. Following the conclusion of the hearing, the Township shall render its decision within ten (10) days thereafter.

F. If the charges are sustained, the employee shall have the right to proceed with appeal through arbitration in the manner set forth in Act 111 and as set forth in grievance procedure under this contract.

G. Either party shall have the right to appeal to the Court of Common Pleas of the County of Centre from the decision of the arbitrator.
ARTICLE XX
Conflict of Interest

A. No Police Officer shall engage in off-duty employment which presents a material conflict, actual or potential, with his duties and responsibilities as a Patton Township Police Officer, including without limitation, engaging in employment or business activities involving the sale or distribution of alcoholic beverages, bail bond agencies, investigative work for insurance agencies, investigative work for private criminal defense attorneys or litigants, or debt collection activities.

B. No Police Officer shall engage in any off-duty employment which physically or mentally exhausts him to the point of adversely affecting his job performance.

C. No Police Officer shall engage in any off-duty employment which reflects adversely upon the integrity, good name, or reputation of the Patton, Township Police Department or which adversely affects the Department's operations or efficiency.

D. No Police Officer shall wear the uniform of the Patton Township Police Department while engaged in off-duty employment for third parties.
ARTICLE XXI

Legality

A. Should any portion of this agreement be found illegal under any court of competent jurisdiction, the Township agrees to renegotiate only that portion that is found to be improper.
ARTICLE XXII

Miscellaneous
A. The Township agrees that should the Township at any time contract with or combine its police department, a good faith attempt will-be-made to place-present officers with the new employer.

B. The Township agrees to meet as deemed needed by the Township or PTPOA with the following authorized officer committees:

1. An Officer Equipment Committee to obtain officer recommendations for future equipment needs;

2. A Policy and Procedure Committee to give input to the Township about other related matters.

If an agreement is reached between the Township and the Association as a result of a meet and discuss proceeding, a suggested timetable will be provided within reasonable limitations.
ARTICLE XXIII

Duration
A This agreement shall be in effect from January 1, 2020, and shall continue in-full force and effect for a three year period until December 31, 2022. It shall automatically -be renewed - from year to year unless either party shall give notice of desire to terminate, modify or amend this agreement. Such notice shall be given in accordance with the provisions of Act 111.

PATTON TOWNSHIP PROFESSIONAL POLICE OFFICER'S ASSOCIATION

PATTON TOWNSHIP

[Signatures]
This Agreement, made as of the 1st day of January 2020 by and between: the BOARD OF SUPERVISORS OF SPRING TOWNSHIP, Centre County, Pennsylvania, party of the first part, hereinafter, called "BOARD",

AND

SPRING TOWNSHIP POLICE ASSOCIATION, party of the second part, hereinafter called "ASSOCIATION."

This contract is the fifteenth contract between the parties which will supersede the previous contract dated January 1, 2014 and expired on December 31, 2019

ARTICLE (1)

Recognition:

The BOARD hereby recognized the ASSOCIATION as an exclusive bargaining agent for the purpose of collective bargaining with reference to wages, hours, terms and conditions of work of the ASSOCIATION.

Bargaining Unit:

ARTICLE (2)

The Bargaining Unit shall consist of all of the Police Officers of the Township who are employed thirty hours (30) or more per week, except the Chief of Police, if applicable, whom is a supervisory employee.
ARTICLE (3)

Probationary Employee:

Probationary Period

newly appointed employee shall serve a probationary period during which time he will be required to demonstrate his fitness for his position prior to receiving a permanent appointment.

Length of Probationary Period

The length of probationary period shall be ONE (1) year.

Removal of Probationary Employee

Probationary Employee may be removed from his position at any time during the probationary period at the discretion of the BOARD. Probationary employee shall not have recourse to appeal.

Conditions of Permanent Employment

A probationary employee will become a permanent employee upon the successful completion of the probationary period, the favorable written recommendation of the Chief, or the Township Manager and the approval of the governing body.
ARTICLE (4)

Hours of Work:

The normal workday shall consist of ten (10) hours, which shall include a one-half hour lunch break.

Minimum Time Off:

The minimum time off is eight (8) hours between shifts.

ARTICLE (5)

Scheduling:

The Chief of Police or their designee shall do all scheduling, or in their absence, the Township Manager. Combinations of eight (8), and ten (10), but no greater than twelve
(12) hour shifts may be utilized. Anything over twelve (12) continuous hours will be for emergency situations only. The Officers involved may request the next shift off work if it falls within twenty-four (24) hours of the completion of over a twelve (12) hour shift. Final approval must come from the Chief of Police, Officer In Charge or the Township Manager.

ARTICLE (6)

Residence Requirements and Outside Employment:

A. Permanent full-time employees are encouraged to be residents of Spring Township. All permanent full-time employees that are hired after January 1, 2001 and shall live within a 25-mile radius of the Spring Township Police Department Building.

B. Employees may not engage in outside employment which might, in any way, hinder the objective and impartial performances of their public duties, embarrass the municipal government or impair their efficiency on the job. Employees who wish to obtain outside employment must obtain PRIOR WRITTEN APPROVAL from the BOARD.

ARTICLE (7)

Pay Periods:

According to the existing two-week (80 Hour) pay period, pay day for the period shall be every other Tuesday. If pay day falls on a Holiday, the pay day shall be on the last working day prior to the Holiday. Pay checks shall be available by 12:00 Noon or may be directly deposited at the discretion of the Township.
ARTICLE (8)

Salaries and Wages:

Salaries and wages for the Officers shall be as follows:

A. A pay schedule is attached.

Hourly rates shall be based on the new salary for each Officer and rounded when necessary to the next highest full cent per hour (based on 2,080 hours/year).

(See Chart Below)

<table>
<thead>
<tr>
<th>YEARS</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2.5%</td>
<td>2.5%</td>
<td>2.75%</td>
<td>3%</td>
<td>3%</td>
</tr>
<tr>
<td>1</td>
<td>52,964.23</td>
<td>54,288.34</td>
<td>55,781.27</td>
<td>57,454.71</td>
<td>59,178.36</td>
</tr>
<tr>
<td>2</td>
<td>56,874.29</td>
<td>58,296.15</td>
<td>59,899.30</td>
<td>61,696.28</td>
<td>63,547.17</td>
</tr>
<tr>
<td>3</td>
<td>60,328.79</td>
<td>61,837.00</td>
<td>63,537.52</td>
<td>65,443.65</td>
<td>67,406.96</td>
</tr>
<tr>
<td>4</td>
<td>64,076.54</td>
<td>65,678.44</td>
<td>67,484.60</td>
<td>69,509.14</td>
<td>71,594.42</td>
</tr>
<tr>
<td>5 and above</td>
<td>75,244.26</td>
<td>77,125.38</td>
<td>79,246.33</td>
<td>81,623.72</td>
<td>84,072.42</td>
</tr>
</tbody>
</table>

B. Probationary Employees shall receive the base salary as per 0-1 years of service as per pay schedule. Salary may be at an increased cost, depending upon the experience and qualifications of the starting employee at the discretion of the Board of Supervisors.

C. Officers hired between July 1st to December 3rd are not entitled to an increase until one full calendar year has been completed. Officers hired between January 1st and June 30th are entitled to an increase at the beginning the following calendar year.

D. Detective Pay shall be 1.5% of Base Salary. Sergeant Pay shall be 3.5% of the Base Salary. Base salary shall be defined as the last salary level the officer was at the time of the promotion.
ARTICLE (9)

Overtime:

Officer's base salary per contract plus the officer's Longevity Pay divided by 2080 hours, equals hourly rate multiplied by one and one-half (1 ½), equals the overtime rate, as per the Federal Fair Labor Standards Act.

Overtime pay may be taken off in compensatory time at the option of the employee. Compensatory time may be taken in increments of one hour or more, at the employee's option, and may be scheduled at the employee's discretion on a first come first serve basis, with the prior approval of the Chief of Police or a department employee designated by the Chief of Police.

Compensatory time may be accumulated up to a maximum of forty (40) hours. Overtime hours worked after this maximum has been reached must be paid as set forth above. Compensatory time must be scheduled within ninety (90) days of being accumulated. Compensatory time not scheduled within that period shall be paid at the current hourly rate.

Penn State football games will be paid at two (2) times the hourly rate.

Longevity Bonus

Added in 1996. After five (5) years of service, an Officer shall receive a longevity bonus of $75.00 for each year of service, from date of hire, up to a maximum of $1,500.00. Longevity pay shall be earned as of January 1st of each year. Longevity pay shall be paid as part of twenty-six (26) bi-weekly pays.

ARTICLE (10)

Shift Differential Pay:
ARTICLE (11)

Every Officer shall receive a shift differential per hour for all hours worked between 1800 and 0600 hours. Hours worked on a Sunday will also receive the shift differential payment. Shift Differential Pay Scale: $0.50 Per Hour.

Callout Pay:

If an Officer is called out while off duty, he will receive a minimum of three (3) hours pay at one and one-half (1 1/2) times regular pay and must be approved by the Chief of Police.

ARTICLE (12)

Workmen's Compensation:

Workmen's Compensation shall be provided in accordance with the existing law.

ARTICLE (13)

Jury Duty Pay:

Employees who are called for duty on a jury for any district, county, state or federal court shall be compensated by the BOARD, the difference between their last regular day’s pay excluding overtime and longevity the compensation received for their services as jurors. Employees will be required to report their earnings as jurors prior to payment by the BOARD.
ARTICLE (14)

Emergency Standby Time:

As the term implies, this is designated time considered in only emergency situations. The Chief of Police or Township Manager, or in his/her absence the Officer in charge, shall direct any or all Officers to remain at a pre-determined location, immediately available by telephone or other communications, so that in the event they are needed to respond to the emergency they are prepared to do so. This time differs from actually reporting to the Police Department office in that it only requires being ready. This time will be paid at the regular rate for a minimum of one (1) hour.

ARTICLE (11)

Social Security Offset:

The Board agrees to eliminate the 75% Social Security offset benefit presently in existence and revise it to 0% offset.

ARTICLE (16)

Required Attendance at Court Proceedings:

If an Officer is required to attend Court proceedings, preliminary hearings or other judicial hearings in connection with his/her duties at times when the Officer is not on duty, he shall be considered to be on "call-in" time, whereby he will be guaranteed three (3) hours minimum pay at the rate of one and one-half (1 1/2) times his/her regular pay.

A Township car shall be provided as often as practical for an Officer to attend any Summary Court or a Court of record during a scheduled day or shift off or any required training scheduled by the Chief of Police or Township Manager.

If an Officer must travel outside the immediate magisterial district and uses a privately owned vehicle, compensation will be at the current IRS allowance/mile from the Township building. Mileage within the magisterial district for the use of a privately owned vehicle will NOT be compensated. Any appropriate Court fees shall be the property of the Officer.
Vacations:

A. Accrual of Vacation Leave

Vacation Leave shall be accrued as follows:

<table>
<thead>
<tr>
<th>Hired Date Range</th>
<th>Hours Accrued</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hired on or after July 1st</td>
<td>0 Hours</td>
</tr>
<tr>
<td>Hired on or before June 30th</td>
<td>20 Hours</td>
</tr>
<tr>
<td>First full calendar year thru the 3rd calendar year</td>
<td>80 Hours</td>
</tr>
<tr>
<td>4th calendar year thru the 9th calendar year</td>
<td>120 hours</td>
</tr>
<tr>
<td>10th calendar year thru the 19th calendar year</td>
<td>160 hours</td>
</tr>
<tr>
<td>20th calendar year to retirement</td>
<td>200 hours</td>
</tr>
</tbody>
</table>

Vacation time may be carried over from year to year, limited however, to 200 Hours, but may not take more than two and one half weeks, or one hundred (100) hours, of vacation and may not be used in conjunction with Compensatory Time, at any one time without prior approval of the Township Manager. Any Officer accruing more than 200 hours may cash in up to 80 hours at their annual rate of pay. The forty (40) hours may be collected the first pay in June and the first pay in December.

B. Scheduling

All vacation leave schedules must be approved at least five (5) days in advance by the Chief and/or Township Manager.

C. Upon completion of employment (i.e. resignation or retirement) any accrued unused vacation and or personal time will be paid at the officer's current hourly rate.

Personal Days:

During this contract, Officers will receive sixteen (16) Personal Days per year. The Police Chief or Township Manager must be given reasonable notice so that adequate scheduling can be arranged.

Up to twelve (12) Personal Days may be cashed in up to a maximum of four (4) days at a time, once every other month. No carry over.

Officers hired after 7/1/16 shall receive six (6) Personal days.
ARTICLE (19)

Holidays:

There are no holidays in this contract for officers hired prior to 6/30/16.

The working of all holidays would be done at the discretion of the Chief of Police or Township Manager. Senior officers have the right of first refusal to work holidays.

New full-time officers hired after 7/1/16 shall receive the following holidays: New Years Day, Presidents Day, Good Friday, Easter, Memorial Day, July 4th Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve, and Christmas Day. Any holiday worked for officers hired after 7/1/16 shall be paid at 1.5 times their hourly rate.

ARTICLE (20)

Sick Leave:

A. Sick Leave shall be granted as the rate of one and one half (1 1/2) days per month or 18 days per year.

B. Accumulation: Unused sick leave days may be accumulated from year to year, with no limitation.

C. Reimbursement Upon Termination: In the event the employee leaves employment or retires, the employee will receive reimbursement equal to the officers’ regular hourly rate per day at the time of reimbursement, to a maximum of one hundred fifty (150) days. Example: 150 Days x $28/Hr. $4,200. This provision shall not apply in the event the employee is discharged or suspended.

D. Officers may apply up to 45 days of sick leave toward early retirement from their accrued Sick Days. Example: the retirement date is set for December 31st, the officer
may use 45 days of sick time making their last working day November 17th, i.e. 45 calendar days. Reasonable notice must be given by the retiree. Accrued vacation, personal or sick time will cease once the officer has given their 45 day sick notice of retirement to the township.

E. Verifications of Sick Leave: The Board has the right to verify the reported sickness of an employee and may require a doctor's certificate, if for more than three (3) consecutive days or for more than five (5) of eight (8) days. If a doctor's certificate is required, The Township shall pay for the appointment to the employee's physician.

F. Illness or physical incapacity in the officer's immediate family, requiring personal immediate attention and resulting from causes beyond their control may use up to five (5) days sick time per year. Immediate family shall be defined as family member living with you. No more than two days shall be used consecutively without authorization from the Chief. An officer who has a family or medical emergency beyond their control, such as an extended illness, to an immediate family member may request the use of additional sick time, after officers personal and vacation time have been exhausted, in writing to the Board of Supervisors up to a maximum of ten days.

ARTICLE (21)

Medical Examination:

The BOARD will pay for the medical exam which the Officer is required to take prior to becoming employed, and if after being employed, the BOARD requires any Officers to take a physical exam, it shall be done at the expense of the BOARD and by a physician of the BOARD's choice.
ARTICLE (22)

Bereavement Leave:

A. Death of Spouse, Child or Immediate Family

Whenever an Officer shall be absent from duty because of a death in the immediate family, which shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, stepfather or near relative who resides in the same household and or person with whom the employee has made his home, bereavement leave shall be granted as follows:

(1) For Spouse or child, up to five (5) days of leave with pay will be granted (50 Hours);

(2) For other members of immediate family, up to three (3) days of leave with pay will be granted (30 Hours)

B. Other Leave for Death

Up to one (1) day absence with pay (10 hours) will be granted for death of a near relative, defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
ARTICLE (23)

Leave of Absence:

After six (6) years of service, Officers may be granted up to one (1) year leave for educational, personal or professional reasons, without pay, with return to full rank, salary, seniority and no loss of benefits. After return, the Officer must work a minimum of three (3) consecutive years unless for exceptional reasons approved by the BOARD.

ARTICLE (24)

Life Insurance:

The BOARD will furnish and pay for life insurance on the life of each Officer in the amount of one hundred thousand ($100,000), with provisions for double indemnity, effective 24-hour coverage.

ARTICLE (25)

Hospitalization:

The BOARD will provide and pay the premium for:

A. Geisinger Choice, with major medical plan for all officers and their dependents. The Township shall have the right to change the existing medical, surgical and hospitalization to a plan which is comparable to the coverage which is presently
being provided. The Association, however, retains the right to grieve the Township's determination that the plan is "comparable." If the Association does not agree that a plan selected by the Township is "comparable", it will so state in writing to the Township within fourteen (14) calendar days of the plan being provided to the Association by the Township, or such longer period as mutually agreed to by the parties in writing. In that event, the Township 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 this comparability issue, shall be issued within forty-five (45) calendar days of Association's written notice contesting that the plan selected by the Township is "comparable" and shall be final and will determine if the Township is authorized to implement the new plan.

B. A Dental Program for Officers and their families, which shall continue the present plan or its equivalent.

C. A Vision Benefits of America Program or equivalent coverage, for officers and their families.

D. All officers shall contribute 8% of the Health Insurance premium costs, through bi-monthly Payroll deduction.

**ARTICLE (26)**

Meet and Discuss:

Because of the rising cost of hospitalization and other medical coverage's provided by the Township, it is agreed the Association and the Township will continue the "meet and discuss" sessions during the duration of this contract. The purpose of the meetings will be to review existing coverage's, explore new and innovative coverage's and prepare recommendations for future coverage.
ARTICLE (27)

Employee Liability Insurance:

The BOARD agrees to continue its present employee liability insurance program.

ARTICLE (28)

Heart & Lung Act:

The Board will abide by the provisions of the Heart & Lung Act.

ARTICLE (29)

Retirement:

A. Basis for Pension. The monthly pension or retirement benefit other than length of service increments shall be computed at one-half of the monthly wages of such member during the last 36 months of employment. The definition of "monthly wages" shall include,

but not be limited to, base salary, nighttime hours, longevity pay and any other bonuses compensation, overtime (gross compensation as shown on employee's W2).

B. In addition to other monthly pension or retirement allowances or increments, each person receiving retirement benefits shall receive annual cost-of-living increases
equal to the percentage increases in the Consumer Price Index from the year in which the member last worked, provided, however, that in no case, shall the total pension benefits exceeded 75% of the compensation, for computing retirement benefits, also provided that the total C.O.L.A. increases shall not exceed 30%. Added in 1996 to provide that effective January 1, 1996, all current and future retirees who retire from active employment in Spring Township, shall receive a cost of living adjustment in accordance with Act 600 of the Commonwealth of Pennsylvania.

C. Normal Retirement Age. Normal retirement age will be fifty (50) years of age, with twenty-five (25) years of service.

D. Early Retirement Age. An Officer may retire after 20 years of service and 50 years of age. The benefit amount will be 80% of the Normal Retirement Benefit. This amount will be actuarially reduced for early commencement. The reduction factors shall be calculated using the actuarial assumptions reported in the last actuarial valuation report filed with the Public Employee Retirement Commission.

E. Retirement Service Increment. A Retirement Service Increment not to exceed one hundred dollars ($100) per month for each completed year of service in excess of twenty-five years up to a maximum of five hundred dollars ($500) per month after five completed years of service in excess of twenty five years, as per Act 89.
ARTICLE (30)

Retirement Benefits:

Retirement benefits shall be governed by Act 600 of the Pennsylvania Legislature, and Ordinance 2-90 of May 7, 1990 amending the Police Pension Fund of the Township, being Ordinance 1.41 in the Spring Township Official Ordinance Book and any subsequent Ordinance. The Board of Supervisors will further amend Ordinance 1.41 to allow for a maximum C.O.L.A. upon retirement (See Paragraph B Article 29). The Board will have an actuarial study done on the Retirement benefits. If the actuarial study indicates that the plan is actuarially sound, the Police Officers will not be required to make any contributions to the fund until such time as actuarially contributions by the Police Officers are required.

Any employee of the Department, upon retiring, may elect to participate in any of the insurance packages that the insurance carrier will allow, but such employee shall assume and pay the Township cost of said coverage. In the event the retiree fails to pay the appropriate premium cost within thirty (30) days after the same is due, the participation shall be null and void.

ARTICLE (31)

Vested Benefit:

Should a Police Officer, before completing superannuation requirement age and service requirements but after having completed twelve years of total service, for any reason cease to be employed as a full time Police Officer by the municipality in whose pension fund he has been a member, he shall be entitled to vest his retirement benefits by filing with the governing body within ninety days of the date he ceases to be a full time Police Officer. A written notice is required on his intentions to vest. Upon reaching the date which would have been his superannuation retirement date if he had continued to be employed as a full-time Police Officer he shall be paid a partial
superannuation retirement allowance determined by applying the percentage of his years of service to the years of service which he would have rendered had he continued to work until his superannuation retirement date to the gross pension, using however, the monthly average salary during the appropriate period prior to his termination of employment. Such pension or retirement benefit for any month shall be as determined in Article 29 for this contract and in Section 1 of Ordinance 2-90 (basis for determining amount of pension.)

In the event that a member dies after completing twelve (12) years of total service from causes unrelated to his employment and without being otherwise eligible to receive a pension, the surviving spouse, or if no spouse survives, the guardian of the member's minor child(ren), shall have the right to make a revocable election to vest the member's pension in lieu of immediately receiving a return of contributions, provided however, that if the member's survivors subsequently revoke the election or become ineligible to receive survivor's benefits by reason of death of a spouse or attainment of eighteen (18) years of age by minor children, then any contributions made by the member to the pension fund shall be distributed as hereinafter provided.

ARTICLE (32)

Military Buy-Back:

Military buy-back up to four (4) years of military service will be provided to any Officer who serves in the United States military services and receives an honorable discharge. The military buy-back will be in a lump sum amount. No payment program will be permitted.

ARTICLE (33)

Disability or Death Benefits:
In the case of payment of pension for permanent injuries incurred in service and to families of members killed in service or who die after having obtained eligibility to receive a pension benefit, to receive a pension in the amount and eligibility requirements shall be determined as follows:

(1) The surviving spouse of a member of the police force or a former member of the police force who, prior to April 18, 2002, retired on a pension and dies subsequent to retirement or who after April 16, 2002, retires on pension and dies subsequent to retirement, or if no spouse no spouse survives or if he/she a subsequently dies, then the child or children under the age of eighteen years or, if attending college, under or attaining the age of twenty three years, of member of the police force or a member who retires on pension who dies, shall, during her lifetime in the case of a surviving spouse or until reaching the age of eighteen years or, if attending college, under or attaining the age of twenty three years in the case of a child or children, be entitled to receive a pension calculated at fifty per centum, the member was receiving or would have been receiving had he been retired at the time of his death. This benefit shall commence immediately after the death of the officer. The provision shall not apply if an officer is killed in service as benefits in that circumstance are provided for by the Commonwealth in accordance with 53 P.S. 801. Note: Attending college shall mean the eligible children are registered at an
accredited institution of higher learning and are carrying a minimum
course load of seven credit hours per semester.

(2) If a Police Officer that is retired under a disability pension dies, the widow or
child or children under the age of 18 years is entitled to one-half (1/2) of the
pension of that the Officer was receiving, or the child or children 18 years of
age.

(3) The surviving spouse of a member of the police force who dies before his
pension has vested or if no spouse survives or if he or she survives and
subsequently dies, the child or children under the age of eighteen years of age
if attending college, under or attaining the age of twenty three years, of the
member of the police force shall be entitled to receive repayment of the
members contributions plus interest unless the member has designated another
beneficiary for this purpose.

ARTICLE (34)

Military Leave:

Required military time for National Guard or Reserve Summer Camp shall be
counted as normal work hours, not to exceed eighty (80) hours per year. All active military
time shall be included toward retirement as per Act 600, verified on Military Form
0D214.
**ARTICLE (35)**

Uniforms:

All uniforms required by each Officer are to be supplied by the Township as per the Second Class Township Code, on an "as needed basis".

**ARTICLE (36)**

Clothing Allowance:

The Township shall provide $400.00 per year per full-time Officer for uniform maintenance. Payment of one-half the total payment is to be made the first pay in May and September. Clothing allowance shall be pro-rated on a monthly basis. Receipts to prove expenditures are NOT required for uniform maintenance. ARTICLE (37)

Approved Seminars And Training Schools:

Approved Seminars and Training, subject to approval by the Chief or Township Manager, will be prepaid by the Township.

A. Municipal vehicle will be used for transportation in all instances unless the use of private vehicle is previously authorized by the Township Manager, in which event only one private vehicle will be utilized for all Officers attending, and mileage will be reimbursed at the current IRS allowance.

B. Registration fee, lodging and meals will be prepaid by the Township.

(1) Lodging will be paid as follows:
2 Day Seminar - 1 Night Lodging
3 Day Seminar - 2 Nights Lodging
4 Day Seminar - 3 Nights Lodging 5 Day Seminar - 4 Nights Lodging

(2) Meals will be paid as follows.

$ 8.00 for Breakfast
$11.00 for Lunch
$18.00 for Dinner

ARTICLE (38)

Training School and Education:

A. The Township supports the importance of in-service training for Police Officers. The Chief of Police or designated person will meet with the Association to discuss arrangements for professional seminars and in-service training of Police Officers. All such arrangements shall be subject to approval of the Township Manager.

B. Recognizing, however, that personnel assigned to regular rotating shifts cannot effectively schedule academic pursuits during their non-working hours, therefore, the following policy shall be established:
(1) Subject to prior approval of the Chief of Police, employees may reschedule a course (three credits), per term which may conflict with his/her schedule without suffering a loss in pay, provided that the employee shall provide equal compensatory time to make up the lost time. The employee shall be responsible to have a qualified replacement available. Coverage during this time shall be agreed upon mutually by the Officer, his/her replacement, the Chief of Police, or the Township Manager. Scheduling of additional credits may be done, with the concurrence of the Chief of Police, Comp time shall be used to make up the lost time.

C. Employees will be relieved from duty forty-five (45) minutes prior to the time his/her class is to begin and will be expected to report back within forty-five (45) minutes after the class is over,

ARTICLE (39)

Tuition Reimbursement:

Added in 1996. Providing that an Officer with prior Board approval, as to the course content and number of credits, shall be reimbursed for tuition paid according to the following scale:

- 60% for a "A" Grade
- 50% for a "B" Grade
- 40% for a "C" Grade

The Board shall pay for 80% of the tuition and the officer 20%. The officer shall reimburse the Board the difference between 80% and the final grade. Reimbursement shall be a payroll deduction over a six (6) month period. The tuition invoice is to be presented for payment, along with the course grade for reimbursement.
ARTICLE (40)

Weapons Qualification:

The Board shall supply sufficient ammunition so that all Officers shall be able to qualify with duty weapons three times/year, at least once with off-duty weapon and shotgun, at least once night-time firing, and once (out of the three times) with standard factory ammunition for normal duty weapons.

ARTICLE (41)

Off-Duty Weapons:

The Township agrees to supply to each Officer the sum of $200.00, which shall be used by the Officer toward the purchase of a weapon, which shall be the property of the Officer for off-duty use, and the Officer shall reimburse the Township said amount of $200.00 upon termination of employment by the Officer with the Township and shall retain the weapon purchased.

ARTICLE XLI (42)

Personnel File:

Personnel files may be examined in accordance with the provisions of "Inspection of Personnel Files," Act of 1978, November 26, P.L. 1212. ARTICLE (43)

Grievances
A. The number of days indicated at each step should be considered a maximum and every effort should be made to expedite this process.

B. The failure of an employee to proceed to the next level of the grievance procedure within the time limits set forth, shall be deemed to be an acceptance of the decision previously rendered. The failure of the Chief of Police, Township Manager or the Board, at any level, to communicate its decision in writing within the specified time limits set forth herein shall authorize the grievant to move to the next step.

C. Nothing herein contained will be construed as limiting the right of an employee having a grievance to discuss the matter informally with the Chief of Police or Township Manager, and having the grievance adjusted without the intervention of any employee organization, provided that the adjustment is not inconsistent with the terms of this contract.

D. At all levels beyond level one of a grievance, after it has been formally presented, a representative of the Police Association may attend any meetings, hearings, appeals, or other proceedings required to process the grievance.

Grievance Procedure:

Definitions:

A. Grievance: A grievance is an allegation by an employee that there has been a violation, misinterpretation or misapplication of a term or terms of this agreement.
B. Aggrieved Person: An aggrieved person is the person or persons making the complaint.

C. Party In Interest: A party in interest is the person or persons against whom the complaint is made, and any person or persons who might be affected or required to take action in order to resolve the complaint.

D. Days: The term days, when used, shall mean calendar days except for Saturday, Sunday or a legal holiday which shall not be counted as the last day of any time limit.

E. All grievance shall be initiated on a form devised by the Board of Supervisors.

Resolution of Grievances:

The parties of this agreement agree that an orderly and expeditious resolution of grievances arising out of the interpretation of the terms of this agreement shall provide for a three-step process, which is described in the following paragraphs:

Step 1: Person or persons initiating the alleged grievance shall present the grievance in writing and on a form provided by the employer, within seven (7) days after its occurrence. The Chief of Police or Township Manager shall reply to the grievant within five (5) days after initial presentation of the grievance.

Step 2: If the action in Step 1 above fails to resolve the grievance within five (5) days to the satisfaction of the affected parties, the grievance shall be referred to the Township Manager. The Manager shall reply to the grievant within five (5) days after receipt thereof. If the action at Step 2 fails to resolve the grievance, the grievance shall be referred to the Board of Supervisors.
Step 3: The Board of Supervisors shall consider the grievance at the next regularly scheduled meeting of the BOARD (Executive Session) occurring at least ten (10) days after the grievance has been presented. If the action at Step 3 fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to binding arbitration. Notice of intent to proceed to arbitration shall be mailed no later than fifteen (15) days after receipt of the decision at Step 3. The cost of arbitration shall be shared by both parties equally.

Discipline, Suspension, Demotion, Discharge

No police officer, after having completed the probationary period of one (1) year, shall be disciplined, suspended, removed or reduced in rank, except for just cause. Provided, however, that if for reasons of economy or other reasons it shall be deemed necessary by the Township Board of Supervisors to reduce the number of officers in the department.

Just cause for disciplining a officer relates to the higher standard of conduct to which the Pennsylvania supreme court has required police officers to be held.

Officers may grieve the imposition of discipline through the contractual grievance procedure set forth in the agreement. Any officer who exercises their option to utilize the grievance procedure to challenge the imposition of any discipline automatically waives any access that officer has to challenge the discipline in another form such as, for example, through the police tenure act or procedures set forth in the police standard operating procedures manual of Spring Township.

ARTICLE (44)

Release Time:

The Association representative, if an employee of the Township, and the grievant 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.
ARTICLE (45)

Meetings:

The Police Department shall provide one (1) Officer to attend the regular Township meeting and give the monthly report, this shall be at the regular pay rate or during part of the Officer's regular shift.

ARTICLE (46)

Police Department/Township Manager Meetings:

The Police Department shall meet at least once (1) per month with the Township Manager. The meeting dates shall be the fourth Thursday of each month.

ARTICLE (47)

Duration:
This agreement shall be in full force and effect from January 1, 2020 until December 31, 2024. It shall automatically be renewed unless either party shall give notice in accordance with the provisions of Act 111 and its desire to terminate, modify or amend the agreement.

This agreement is approved and ratified as of the date above set forth by the parties hereto.

ARTICLE (48)

Random Drug Testing:

A. Every Police Officer shall be required to submit to random drug screening tests. The purpose of the drug screening tests is to determine if a Police Officer has engaged in the illegal use of a drug or controlled substance. Officers will be selected for testing on a strictly random basis. Any Police Officer has an equal chance to be retested without regard to whether or not he or she has been previously tested, however, the Township may cause a random drug screening test to be performed on a Police Officer no more than two (2) times during a calendar year. The Township may test not more than 50% of the bargaining unit members in annual random testing.

B. The random testing will be unannounced. Officers are prohibited from communicating to their fellow officers that they have been randomly chosen for testing.

C. The acceptable method of drug screening shall be urinalysis. Testing shall be performed by a provider selected by the Township. The provider selected shall be a laboratory certified in drug screen analysis by the National Institute on Drug Abuse (NIDA) and the Department of Health and Human Services (DHHS). The Township shall pay all costs associated with the administration of the drug screening tests.

D The Township may use a laboratory technician from the selected certified laboratory to collect the sample or may use a medical review officer (MRO) to do so. The MRO
shall be a licensed Doctor of Medicine knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs.

E. The urine sample taken shall be divided into two specimens in the Officer's presence, one part to be labeled as "Primary" and one part to be labeled as "Split."

The specimen labeled "Split" will be retained by the certified laboratory for any further testing of a positive (failed) result. The laboratory technician or MRO shall monitor drug screen procedures to ensure that chain of custody is maintained.

F. Any Officer who is submitting to a drug screening in accordance with this policy shall have the right to have the "Split" sample tested. In the event a test is positive, the employee has the right to have the "Split" sample sent to a test facility chosen by him/her and the bargaining unit representative. The laboratory must be NIDA/DHHS certified. The costs associated with testing of the "Split" sample shall not be borne by the Township, except in the following circumstance: the Officer will be reimbursed by the Township if the Split sample test is negative.

G. A Police Officer may be required to submit to a drug screening test while on duty. A Police Officer requested to submit to a test while on duty shall report for and submit to the drug screening test as directed by the Township. Prior to a drug screening test or retest, every Police Officer shall be interviewed by the technician or MRO to determine his medical history and drug profile. At the time of a drug screening test, the Police Officer shall provide the Township with means of communication which will enable the Township to contact the Police Officer in the event of a positive test result to make arrangements for retesting as provided herein. The results of all tests and retests shall be provided to the Police Officer. In the case of a positive result, the Officer shall be notified of the specific substance discovered.

H. Any Police Officer who tests positive for the illegal use of a drug or controlled substance may be immediately suspended, with pay, until the results of a negative retest are communicated to the Township, such suspension with pay not to exceed two (2) weeks. In the event a Police Officer fails the initial drug screening test and a subsequent retest, the Police Officer shall be subject to appropriate discipline, up to and including termination of employment.
I. A Police Officer who refuses to be taken for testing or refuses to cooperate with the testing procedures shall be deemed in violation of this policy and shall be subject to appropriate discipline, up to and including termination of employment.

J. The results of testing shall be reviewed and interpreted by a medical review officer who is a licensed Doctor of Medicine knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO shall receive the test results from the laboratory and evaluate them before notifying the Township. In the event of a positive test, prior to notifying the Township, the MRO will conduct a medical interview via phone or in the office to discuss the individual's medical history and other biomedical factors. He/she will then receive all medical records made available by the tested Officer to determine if there might be a legitimate medical reason for the positive test result. If there is, the MRO will report the test as "negative." If the MRO is unable to reach the Officer who tested positive, he/she shall report his efforts to the Township. As soon as possible, the Township shall request the Officer to contact the MRO for the interview.

K. The Township shall maintain the confidentiality of all records relating to the administration and results of the drug testing program. Records made in connection with sample collection and results shall be available to the officer, the Chief of Police and the Township Manager. There shall be no dissemination of said documentation to the public, except in the case of disciplinary action challenged which leads to a decision by the Township Board or an arbitrator. The laboratory and/or MRO shall also maintain the confidentiality of the testing, including results of testing. No person may obtain the individual test results retained by the laboratory or MRO, and neither shall release the individual test results to any person, without first obtaining written authorization from the tested individual, unless otherwise requested pursuant to law.

L. The Township shall maintain in the Officer's Personnel file only the following information: the officer submitted to a random drug test; the date of such test; the location of such test; the identity of the person or entity performing the test; and whether the test finding was "positive" or "negative."

M. The term "drug" includes those substances defined as controlled substances by 21
U.S.C. 802 and includes all substances listed on Schedules I through Vas they may be revised from time to time (21 C.F.R. 1308). Generally, the controlled substances covered by the above-referenced act include cocaine, marijuana, opiates, phencyclidines (PCP) and amphetamines, 49 C.F.R., part 40.

**ARTICLE (49)**

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Board of Supervisors, Spring Township           Spring Township Police Association

By: Signature here            Date: 06/03/19         By: Signature here     Date:

By: Signature here            Date: 06/05/19         By: Signature here     Date:

By: Signature here            Date: 06/03/19
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.

8. 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 copays, 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 curing 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 (IX) 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%.

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

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 Lieutenants.

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 ineffect 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 roadmiles 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

Sharon K. Ergler Thomas J. Fountaine, II

Assistant Borough Secretary Borough Manager

STATE COLLEGE POLICE ASSOCIATION
University Police and Public Safety

AGREEMENT

between

THE PENNSYLVANIA STATE UNIVERSITY

POLICE OFFICERS ASSOCIATION

and

THE PENNSYLVANIA STATE UNIVERSITY

March 5, 2019

through

June 30, 2021
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<tr>
<th>Article</th>
<th>Description</th>
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<td>Recognition</td>
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<td>Agreement Subject to Applicable Law</td>
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<td>Other Paid Time Off</td>
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<td>Holidays</td>
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<td>Police Retiree Badge and ID</td>
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<td>Uniforms</td>
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<td>Drug and Alcohol Testing</td>
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<td>Police and Security Work</td>
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<td>31</td>
<td>Employee Benefits</td>
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<td>Basic Life Insurance</td>
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<td>Educational Privileges</td>
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<td>34</td>
<td>Vehicle Registration</td>
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<td>35</td>
<td>Personnel Files</td>
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<tr>
<td>36</td>
<td>Term of the Agreement</td>
</tr>
</tbody>
</table>
ARTICLE 01: RECOGNITION

Section 1. Pursuant to the Order of Certification issued by the Pennsylvania Labor Relations Board in Case No. PERA-R-17-274-E, dated February 14, 2018, the University hereby recognizes the Union as the exclusive representative of the employees of the University in the bargaining unit described in Section 2 for the purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment and this Agreement shall apply only to such employees.

Section 2. The bargaining unit shall be a subdivision of the employer comprised of all full-time and regular part-time security guards as defined in Section 604(3) of the Act including Police Officers I, Police Officers 2, Police Officers 3, Police Officers 4 and Public Safety Specialists; and excluding student auxiliary officers, management level employees, supervisors, first level supervisors and confidential employees as defined in the Public Employee Relations Act.

Section 3. For purposes of this Agreement, employees are hereby classified into the following categories:

(a) Full-time Employee - A full-time employee shall mean an employee who is in a full-time position (Standing or Fixed Term I) which
regularly consists of an average of 40 hours of work in a seven-day period in a calendar year.

(b) **Regular Part-time Employee**  A regular part-time employee shall mean an employee who is in a position which regularly works an average of less than 40 hours in a seven-day period in a calendar year.

(c) **Temporary (Non-regular part-time) Employee** - A temporary employee shall mean an employee who is in a position for which there is no reasonable expectation of continued employment, such as but not limited to one who is replacing an employee on leave of absence.

Section 4. This Agreement shall apply only to full-time and regular part-time employees as defined in Section 3. If an employee satisfies or fails to satisfy the definitions herein, the employee's bargaining unit status shall be adjusted accordingly, effective at the time of such determination.

**ARTICLE 02: SECURITY**

1. **Membership**

   Membership in the Union is not compulsory. Employees have a right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on nor discriminate against an employee in regards to such matter.

2. **Notification**

   The University shall inform the employees at the time of hire of the existence of this Agreement.

**ARTICLE 03: AGREEMENT SUBJECT TO APPLICABLE LAW**

Section I. If any Article or section of this Agreement or of the supplements or riders thereto shall be invalidated by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section shall be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement and its supplements or riders shall not be affected.
Section 2. In the event any Article or section is invalidated or enforcement of or compliance with has been restrained as above set forth, the parties shall enter into collective bargaining negotiations after receipt of written notice of desired amendments by either the University or Union solely for the purpose of arriving at a mutually satisfactory replacement for such Article or section. If the parties do not agree on a mutually satisfactory replacement within 90 days after receipt of such written notice, either party may submit the matter to arbitration in accordance with the provisions of this Agreement, a tribunal of competent jurisdiction, and/or the Pennsylvania Labor Relations Board.

ARTICLE 04: MANAGEMENT RIGHTS

It is understood and agreed that the University will have the right to manage and operate its business and operations, in accordance with applicable law. The Union agrees that there are functions, powers, responsibilities, and authorities belonging solely to the University, prominent among which, but by no means wholly inclusive are:

- the hiring of employees;
- the determination of the number of persons to be employed or retained in employment; the employment of students;
- the determination of the physical layout, machines, technology, tools and equipment to be used; the direction of the work force;
- the determination of work to be performed and duties to be included in any job; the establishment and maintenance of standards of quality and performance;
- the determination of employee competency;
- the establishment and enforcement of work rules including work rules and policies addressing health and safety issues and providing for healthy and safe conditions for the employees and the University community, such as rules related to a tobacco and smoke free workplace and campus;
- the determination of operation schedules;
- the scheduling of overtime and the determination of the amount of overtime required;
- the addition, elimination, change or consolidation of jobs, work areas, departments, or subdivisions thereof;
- and the discipline or discharge of employees.

The listing of specific rights in this Article is not intended to be, nor should be considered, restrictive or a waiver of any of the rights of management or of matters of inherent managerial policy whether or not such rights have been exercised by the University in the past.
The University agrees that in the exercise of its functions, powers, responsibilities, and authorities it will take no action which is arbitrary or capricious or is a device to denude the bargaining unit or for the purpose of undermining the Union. The University further agrees that a grievance may be filed in accordance with the grievance procedure to determine whether action taken by the University violates this Agreement or was arbitrary or capricious or is a device to denude the bargaining unit or for the purpose of undermining the Union.

**ARTICLE 05: STRIKES AND LOCKOUTS**

Section 1. There shall be no strikes, picketing, slowdowns, cessation of work, or interference of operations of the University by the employees or lockouts by the University during the terms of this Agreement.

Section 2. The Union shall not authorize or ratify any strikes, picketing, slowdowns, cessation of work, or interruptions of operations of the University. Should any employee engage in such conduct without Union authorization or ratification, the Union shall be obligated to endeavor within 24 hours after receipt of written notice thereof from the University to bring about a cessation of such conduct. Employees who have engaged in such conduct shall be subject to discipline up to and including termination.

Section 3. The University shall not lockout employees during the terms of this Agreement. Should any lockout occur, the University, in good faith, shall endeavor within 24 hours after receipt of written notice thereof from the Union, to terminate the lockout and reinstate the employees.

**ARTICLE 06: PROBATIONARY PERIOD**

1. A Police Officer will serve a 12-month probationary period from date of appointment or an 18-month probationary period if upon hire, they are required to attend the Academy. Time at the Academy is considered part of the probationary period.

2. A Public Safety Specialist shall serve a 12-month probationary period from the date of hire.
3. In the event an existing Penn State University employee accepts a Police Officer or Public Safety Specialist position, a new probationary period will apply regardless of previous University service or a probationary period that was served in another University position.

4. Neither the Discipline, Article 22, nor the Grievance and Arbitration, Article 23, will apply to employees during the probationary period. At the request of the Union, the University shall discuss the discipline or termination of a probationary employee with the Union President or Vice President.

5. Time on unpaid leave, with the exception of military leave, shall not count towards the 12-month or 18-month probationary period.

ARTICLE 07: SENIORITY

This Article is applicable to full-time employees only. Regular part-time employees do not accrue seniority.

Section A Full-time employees' seniority is defined as all continuous service, including periods of layoff and unpaid leaves of absence, in the employee's current classification title. The seniority date is the date on which the employee was most recently appointed to their current classification title. The seniority date is also referred to as the employee's classification seniority date.

Section B. When employees share a common seniority date, the seniority order of such employees will be determined by the last four digits of their Penn State identification number, the lower the number, the more senior the employee. However, any seniority order determined by an alternate tie-breaker prior to April 4, 2019 will continue in effect until such employee changes to a different classification title or seniority terminates.

Section C. Termination of seniority and employment will result for any of the following reasons:
   I. an employee quits;
2. an employee is terminated.

Section D. Posting of Seniority Lists
Two months prior to the scheduling selection period identified in Article 15, Work Schedules, two seniority lists will be provided to employees and the Union. The first will list employees by classification title in seniority order. The second will list employees by campus location and classification title in seniority order.

Both lists will show the following information for each employee: name, classification title, classification seniority date, and assigned campus(es).

ARTICLE 08: VACATION

Section A. Accumulating Vacation
I. A full-time employee shall accumulate vacation based upon the length of continuous regular, full time University service as follows:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Monthly Rate of Accumulation</th>
<th>Maximum Accumulation Allowed</th>
</tr>
</thead>
<tbody>
<tr>
<td>During the first 10 years of continuous employment in a standing or fixed-term position</td>
<td>12 hours</td>
<td>192 hours</td>
</tr>
<tr>
<td>From the beginning of the 11th year to and including the 25th continuous year</td>
<td>16 hours</td>
<td>240 hours</td>
</tr>
<tr>
<td>From the beginning of the 26th continuous year and thereafter</td>
<td>18 hours</td>
<td>264 hours</td>
</tr>
</tbody>
</table>

2. An employee earns vacation in any calendar month in which the employee is paid for at least 88 hours in the month, excluding overtime hours paid and payouts for accumulated vacation at time of layoff, leave of absence, or termination of employment.

3. Vacation is available for use on the first day of the month following the month in which it is accrued.

4. An employee preparing for a major life event, including but not limited to, the birth or adoption of a child or finishing a degree, may request approval to accumulate a vacation balance in excess of the maximum accumulation. Requests will be considered on a case-by-case basis and will be approved or denied at the University's sole discretion. The
University's decisions will not be subject to the grievance process. In all cases, the approved accumulation in excess of the maximum accumulation must be used within 12 months following the date of the approval. If the employee terminates employment, then the vacation payout described below will not include any vacation in excess of the maximum accumulation.

5. In the event that an unexpected work-related situation causes an employee to miss or delay using vacation accumulations, a request for approval to accumulate a vacation balance in excess of the maximum accumulation limit may be allowed. Requests will be considered on a case-by-case basis and will be approved or denied at the University's sole discretion. The University's decisions will not be subject to the grievance process. In all cases, the approved accumulation in excess of the maximum accumulation must be used within 12 months following the date of the approval. If the employee terminates employment, then the vacation payout described below will not include any vacation in excess of the maximum accumulation.

Section B. Scheduling Vacation

1. Absences charged to an employee's vacation accumulation are subject to approval by the supervisor.

2. The work requirements of the University shall take priority over the scheduling of vacation or other time off for an employee. Nevertheless, the University shall give consideration to any specific request for vacation by an employee. An employee requesting vacation should do so as far in advance of the proposed date of commencement of the vacation as feasible. In turn, the University should respond to the request promptly.

3. The University shall establish periods of time during which vacation requests are to be submitted. During these periods the University will
consider employees' vacation requests within a unit, by shift, and in order based on employees' classification seniority dates so that the most senior employee's requests are considered first.

4. Vacation requests submitted in advance, at times other than the established vacation scheduling period referenced in Section B3, shall be considered on a first-submitted basis after requests received during the period have received full consideration. Classification seniority date will not be a consideration for these vacation requests.

5. Vacation requests not submitted in advance may be approved by the supervisor in cases where the supervisor judges the circumstances to be an emergency. Classification seniority date will not be a consideration for these vacation requests.

6. Time off for vacation shall be charged against accumulated vacation on the basis of the hours of absence from the scheduled shift.

7. If an employee on vacation desires to return to work before the scheduled vacation ends, the employee shall contact the employee's supervisor to determine if such a return is permissible.

Section C: Vacation payout

I. The University prefers that employees provide a minimum of 14 days notice of resignation or retirement. Provided the employee has completed one continuous year of full-time employment, a full-time employee whose employment terminates because of resignation, retirement, or dismissal shall receive the cash value of unused vacation accumulation, computed up to and including the last full day worked. An employee may not use the employee's vacation accumulation to extend the employee's termination date.

2. No vacation payout shall exceed the maximums cited in Section A.
ARTICLE 09: OTHER PAID TIME OFF

Section A. Bereavement Leave Full-time employees shall be granted absence with full pay due to a death in the employee's family on the following basis:

1. Up to 40 hours of leave to be used consecutively: for an employee's spouse, brother or sister (including half-brother or half-sister, step-brother or step-sister); for an employee's or an employee's spouse's parent (including stepparent, guardian, or foster parent); child or stepchild (including the spouse of the child or stepchild); or grandchild. A guardian as used in this section will mean a person who served in the place of the parent for a substantial portion of the employee's life up to the age of majority under Pennsylvania law.

2. Up to eight hours of leave to be used consecutively from the date of death and through the date of the funeral or memorial service: for the employee's or employee's spouse's grandparent, niece, nephew, aunt or uncle, and spouse's of aunts and uncles or, the employee's spouse's brother or sister and spouse's of same or the spouse of the employee's brother or sister.

3. An employee who would qualify for bereavement leave who already is receiving paid time off, will have such time off as applicable charged instead to bereavement leave, up to the limits allowed under the provisions of this section. Additional time off, if requested and approved, will be charged against the employee's paid time off accumulations or as a payroll deduction, at the employee's option.
4. Bereavement leave as provided in the Sections above is reflected in the following table:

<table>
<thead>
<tr>
<th>Family Member</th>
<th>Benefit Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spouse</td>
<td>up to 40 hours</td>
</tr>
<tr>
<td>Brother or Sister</td>
<td>up to 40 hours</td>
</tr>
<tr>
<td>Spouse of brother or sister</td>
<td>up to 8 hours</td>
</tr>
<tr>
<td>Parent (employee's or spouse's)</td>
<td>up to 40 hours</td>
</tr>
<tr>
<td>child or stepchild</td>
<td>up to 40 hours</td>
</tr>
<tr>
<td>Spouse of child or stepchild</td>
<td>up to 40 hours</td>
</tr>
<tr>
<td>Grandchild</td>
<td>up to 40 hours</td>
</tr>
<tr>
<td>Grandparent (employee's or spouse's)</td>
<td>up to 8 hours</td>
</tr>
<tr>
<td>Nephew or niece (employee's or spouse's)</td>
<td>up to 8 hours</td>
</tr>
<tr>
<td>Aunt or uncle (employee's or spouse's)</td>
<td>up to 8 hours</td>
</tr>
<tr>
<td>Spouse's brother or sister</td>
<td>up to 8 hours</td>
</tr>
<tr>
<td>Spouse of Aunt or Uncle</td>
<td>up to 8 hours</td>
</tr>
</tbody>
</table>

**Section B. Volunteer Emergency Responder** - Due to the nature of the work of employees in the bargaining unit their primary responsibility must be to their University positions and therefore any absences due to their membership in organizations that provide emergency response are subject to the approval of management at its sole discretion. In those cases where management approves the absence the following will apply:

1. Ambulance Service - The full pay of a full-time employee will be paid during the time spent by the employee during the employee's scheduled shift in nonscheduled ambulance service for a volunteer ambulance club or organization serving the community where the employee's campus or center is located.

2. Civil Air Patrol - The full pay of a full-time employee, who is a member of a Civil Air Patrol Group Involved in an air search and rescue mission,
will be paid during the time spent by the employee during the employee's scheduled shift provided there is an authorized mission and the Civil Air Patrol authorities have requested the employee to report for duty.

3. Emergency Rescue-The full pay of a full-time employee will be paid during the time spent by the employee during the employee's scheduled shift when engaged in an organized emergency rescue, provided the employee is a member of a bona fide search and rescue organization and the rescue activity is in the area in which the employee's campus or center is located.

4. Fire Fighting - The full pay of a full-time employee will be paid during the time spent by the employee during the employee's scheduled shift in lighting fires or in answering other public alarms, provided the employee is a member of the volunteer fire department that is engaged in the activity or, in the event of a forest fire, the employee is engaged in an organized forest fire fighting operation in the area in which the employee's campus or center is located.

5. In Sections B1 through 84, paid time off provided by these sections shall include time spent during the employee's scheduled shift in the activity described, plus travel time, time necessary for normal sleeping, etc., as determined by management. Section 8 does not apply where the employee is compensated by the emergency response agency or organization during the time spent by the employee during the employee's scheduled shift.

Section C. Equivalent Time Off for Essential Personnel - All employees in the bargaining unit are considered essential personnel and are expected to work their scheduled shift during official University Closedowns. An official University Closedown is defined as an unplanned closure of the University by the University President or an unplanned closure of a campus by the chief executive officer or chancellor of that campus or their designees.

1. A full-time employee shall be granted equivalent time off for the hours worked during the official closedown period. Subject to the following
limitations:
   a. Hours worked before and/or after the closedown do not qualify for equivalent
time off.
   b. Equivalent time off shall not be granted for hours worked during the
closedown for which the employee is eligible for overtime pay.

2. Equivalent time off shall be scheduled in the same manner as vacation accumulation.

Section D. Jury Service- Employees who are called for jury service on a scheduled
shift must immediately notify their supervisor and provide a copy of the official
notification. Employees shall be excused from their scheduled shift for the day. The
full pay of a full-time employee will be paid for the shift. For an employee whose
scheduled shift begins on or after 8:00 PM on the day prior to the day called for jury
service, that shift shall be considered to be the shift for which this language
applies.

Section E. Subpoenaed Witness- Employees who are subpoenaed as a witness and
are not a party to the legal action, on a scheduled shift must immediately notify their
supervisor, and provide a copy of the official notification. Employees shall be excused
from their scheduled shift for the time spent during their scheduled shift as a witness.
A full time employee who is subpoenaed as a witness and is not a party to the legal
action, will be paid the employee's full salary for the time spent by the employee
during the employee's scheduled shift as a witness. This includes time spent in the
activity described, plus travel time, time necessary for normal sleeping, etc., as
determined by management.

Section F. Friday following Thanksgiving
I. Full-time employees whose regularly scheduled shift includes the Friday
following Thanksgiving and who are not required to work, will be paid at their
regular rate of pay for the number of hours of their regularly scheduled
shift.

2. Full-time employees whose regularly scheduled shift includes the Friday
following Thanksgiving and who are required to work, will receive pay at the
appropriate rate for the number of hours worked and, in addition, compensatory
time off equivalent to the number of hours worked, up to eight (8) hours.
3. Full-time employees whose regularly scheduled shift does not include the Friday following Thanksgiving and are not required to work, will receive eight (8) hours of compensatory time off.

4. Full-time employees whose regularly scheduled shift does not include the Friday following Thanksgiving and are required to work, will receive pay at the appropriate rate for the number of hours worked and, in addition, compensatory time off equivalent to the number of hours worked, up to eight (8) hours.

5. Compensatory time off which is earned as a result of this section will be scheduled in the same manner in which vacation is scheduled and will be used for absences before accumulated vacation is used.

6. Compensatory time off will not be paid out to the employee at the time of separation from employment.

ARTICLE 10: HOLIDAYS

This Article is applicable to full-time employees only.

Section A. Holidays

1. A holiday is a 24-hour period which begins at 12:00 AM on the following days which are established as holidays:

   New Year's Day
   Memorial Day
   Independence
   Day Labor Day
   Thanksgiving
   Day
   December 25th and five additional holidays
   A Personal Holiday

2. When December 25th comes on these days, the six holidays are:

<table>
<thead>
<tr>
<th>Day</th>
<th>Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday</td>
<td>December 25, 26, 27, 28, 29, 30</td>
</tr>
<tr>
<td>Monday</td>
<td>December 22, 25, 26, 27, 28, 29</td>
</tr>
</tbody>
</table>
A newly hired employee commencing employment in December will receive only the December 25th holiday and New Year's Day holiday but will not receive paid time off for the additional University holidays in December during that first December holiday period. If the employee is required to work on any of the additional University holidays occurring that December, the employee will be paid at the employee's regular rate, but will not be granted holiday compensatory time off as provided in Section B.

One personal holiday is earned each calendar year on January 1, except that a new employee in the first year of employment will earn a personal holiday for that year after completing two months of employment. Employees hired on or after November 1 will not accrue a personal holiday in the year they were hired. The personal holiday provides the benefit of eight hours of paid time off. The personal holiday is scheduled during the vacation scheduling period(s) established in Article 8, Vacation, and will be considered in classification seniority order after vacation requests are considered. Personal holidays will not be unreasonably denied. If not used, the personal holiday will be carried over into the next calendar year but not thereafter.
5. If a holiday, except December 25th, occurs on a Sunday, the University shall observe it on the following Monday.

6. An employee's holiday shift is defined as the scheduled shift with half or more of the scheduled hours occurring on the holiday. In instances, where an employee has two scheduled shifts which meet this definition, the shift that begins on the holiday will be considered the holiday shift. In no circumstances will an employee receive holiday compensation for more than one shift.

7. If a holiday occurs during approved vacation or sick leave it will not be charged as a day of vacation or sick leave.

8. If an employee is required to work on a holiday and does not report to work, the employee is subject to disciplinary action and will not receive holiday compensation as provided in Section B unless the absence is approved by the University.

9. An employee on an unpaid leave of absence will not receive holiday compensation as provided in Section B.

10. Holidays will be assigned in the following manner:
   a. Holiday staffing needs will be determined by the University by campus, by unit, and by shift;
   b. Based on staffing needs, employees whose regularly scheduled shift occurs on the holiday will be offered the option to work by campus, by unit, by shift, and in classification seniority order;
   c. Staffing needs not filled as described in 10b, will be filled through the overtime process defined in Article 20, Overtime.

Section 8. Holiday Compensation

1. If a holiday falls on an employee's regularly scheduled shift and the employee is not required to work, the employee will receive pay at their
regular rate of pay for the number of hours of their regularly scheduled shift.

2. If a holiday falls on an employee's regularly scheduled shift and the employee is required to work, the employee will receive pay at the regular rate, for the number of hours of their regularly scheduled shift. In addition, the employee has the option to:
   a. receive holiday compensatory time off at a rate of two times the number of hours worked; or
   b. receive holiday compensatory time off for the number of hours worked and pay at the employee's regular rate for the number of hours worked;
   c. receive pay at two times the employee's regular rate of pay for the number of hours worked.

3. If a holiday falls on a day which is not the employee's regularly scheduled shift and the employee is not required to work, the employee will receive eight hours of holiday compensatory time.

4. If a holiday falls on a day which is not the employee's regularly scheduled shift and the employee is required to work, the employee will receive eight hours of holiday compensatory time and will be paid at the rate of two times the employee's regular rate of pay for the number of hours worked.

5. Time worked on a holiday in excess of the employee's scheduled shift will be paid at two times the employee's regular rate of pay. No additional holiday compensatory time will be earned for such additional hours worked.

6. Holiday compensatory time off will be used for absences where vacation accumulation would be used and scheduled in the same manner as vacation in accordance with Vacation, Article 8, of the Agreement.

Section C Holiday compensatory time and personal holiday payout
Holiday compensatory time and personal holiday will not be paid out to the employee at time of separation from employment.

ARTICLE 11: MILITARY LEAVE

Leave of absence for the performance of duty with the United States Armed Forces, including a reserve component, shall be granted in accordance with applicable law and University policy applicable to all other University employees, HR\9 Leave of Absence for Active Military Service or Training, version dated June 1, 2011.

For employees whose scheduled shift occurs during drill weekends, the employees may request a change in their previously scheduled days off to accommodate their weekend drill schedule. Such requests shall not be unreasonably denied provided notice of the scheduled drill weekend is provided to their supervisor a minimum of 30 days in advance.

ARTICLE 12: SICK LEAVE

Section A. Accumulating Sick Leave

1. A full time employee will accumulate eight hours of paid sick leave for each calendar month in which the employee is paid for at least 88 hours in the month, excluding overtime hours and payouts for accumulated vacation at time of layoff, leave of absence, or termination of employment.

2. Sick leave is available for use on the first day of the month following the month in which it is accrued.

Section B. Usage of Sick Leave

1. Except as otherwise provided in Section B7, absence is chargeable as sick leave only when the employee is unable to perform the employee's duties because of the employee's own illness or injury.

2. Time off shall be charged against sick leave on the basis of the hours of absence from the employee's scheduled shift.
3. To be eligible for benefits under this Article, an employee shall notify the employee's supervisor or an alternate designated by the employee's supervisor, as far in advance as possible, but at least two hours before the start of the employee's scheduled shift. If notification is not given in accordance with this Section 83, the employee shall not be paid for time missed from work and shall be subject to disciplinary action unless it can be shown that it was not reasonably possible for such notice to be given to the supervisor or the designated alternate.

4. In instances of three or more consecutive days of absence or in instances where management suspects abuse of sick leave, employees shall be required to submit documentation from their healthcare provider prior to approval for use of sick leave.

5. Time off for appointments with a healthcare provider may be charged to sick leave when it is not possible for the employee to schedule the appointment on the employee's own time. Requests for such time off are to be made as far in advance as possible. In instances where management suspects abuse of sick leave, employees shall be required to submit documentation from their healthcare provider detailing the date and time of the visit.

6. If an employee is charging sick leave and the employee's vacation accumulation reaches the maximum, the employee may charge vacation accumulation instead of sick leave, so that vacation accumulations are not lost. If an employee expends all sick leave, additional absence, at the option of the employee, may be charged to all or part of accumulated paid time off. The employee may be required to submit documentation from their
healthcare provider to substantiate the need for such absence(s).

7. An employee may use up to 40 hours of their accumulated sick leave per calendar year to care for a sick family member. Family member as used in this article is defined as the familial relationships identified within Article 9, Other Paid Time Off, Section A, Bereavement Leave. The care provided may include such activities as bedside care, accompanying the family member to a medical appointment, and emotional support.

8. Any paid or unpaid time used for a Family and Medical Leave Act (FMLA) qualifying absence will be deducted from the total FMLA leave available to the employee.

Section C. Sick Leave Payout

1. The University prefers that employees provide a minimum of 14 days notice of retirement.

2. A full-time employee whose full-time employment terminates because of retirement and meets one of the following two criteria:
   a. the employee is at least 60 years of age and has 15 years of continuous full-time University employment immediately preceding retirement, or
   b. the employee is any age and has at least 25 years of total full-time University employment is eligible to receive 1/4 of the cash value of the employee's unused sick leave; provided, however, such payment will not exceed:
      a. 100 hours of pay, or
      b. 136 hours of pay if the employee's accumulated sick leave balance is at least three-fourths (3/4) of all sick leave accumulated.

3. A full-time employee whose full-time employment terminates because of resignation or dismissal shall not receive the cash value of any unused sick leave.
ARTICLE 13: UNPAID LEAVE

Section A. On approval by the University, full-time employees shall be granted unpaid leave, without loss of seniority or other benefits or credits, as applicable, in accordance with the following:

1. Medical Leave

   Employees who have expended all of their sick leave shall be granted an unpaid medical leave under the following conditions:
   a. They are unable to perform their duties due to a non-work-related illness or injury.
   b. The employee has the option to use or not use all or part of accumulated paid time off prior to the unpaid leave commencing.
   c. Length of Leave

<table>
<thead>
<tr>
<th>Length of Continuous Full-time Service With the University at the Start of the Leave</th>
<th>Maximum Length of Leave Granted*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Through first 6 months</td>
<td>up to 1 month</td>
</tr>
<tr>
<td>End of 6th month through 1st year</td>
<td>up to 3 months</td>
</tr>
<tr>
<td>End of 1st year through 2nd year</td>
<td>up to 6 months</td>
</tr>
<tr>
<td>End of 2nd year through 3rd year</td>
<td>up to 9 months</td>
</tr>
<tr>
<td>End of 3rd year through 4th year</td>
<td>up to 12 months</td>
</tr>
<tr>
<td>End of 4th year through 5th year</td>
<td>up to 15 months</td>
</tr>
<tr>
<td>End of 5th year through 10th year</td>
<td>up to 18 months</td>
</tr>
<tr>
<td>End of 10th year or more</td>
<td>up to 24 months</td>
</tr>
</tbody>
</table>
* The listed maximums are subject to applicable law, which in some cases may mean the employee is entitled to a longer leave.

d. Absence for extended sick leave in accordance with the time limits established in Section Alc above will be continued only for the period of time the employee is unable to perform the employee's duties because of the employee's illness or injury. If the employee does not report to work after being physically able to report to work, employment shall be terminated. If, at the end of the leave of absence the employee is still unable to work, employment will be terminated, and all benefits of the unpaid leave will end.

e. If an employee returns to active employment following a leave of absence, and within 60 calendar days returns to leave of absence status for the same illness or injury, the amount of time previously charged to leave of absence shall be counted against the maximum length of leave.

2. Maternity Leave
When a pregnant employee is unable to perform the essential duties of her position due to pregnancy related restrictions the employee shall first charge such absence to her paid sick leave allowance. If the paid sick leave
allowance is expended, the employee shall be placed on an unpaid leave of absence, with the employee's option, to use or not use all or part of accumulated paid time off prior to the leave commencing. Normally, cessation of work prior to childbirth shall not commence earlier than the eighth month of pregnancy, nor shall absence for the childbirth continue more than six weeks following the birth of the child, unless there are medical complications related to the pregnancy or childbirth which require earlier cessation of work or extension of the time following childbirth. An employee requesting either exception may be required by the University to submit a written statement from her attending physician supporting the exception request.

3. Family Leave
   a. Child Care Leave - Leave Following Birth or Adoption of a Child
      i. Upon request, a leave shall be granted following the birth of a child of the employee, to continue up to the time the child is one year of age. In the case of adoption, unless needed earlier for extenuating circumstances as described in the Family and Medical Leave Act (FMLA), such leave shall be granted from the date the child begins to reside with the employee to continue up to twelve months.
      ii. The employee may elect to use or not use all or part of accumulated paid time off, not including sick leave, prior to commencement of no pay status for the balance of the leave.
   b. Child Care Leave - Leave Other Than for Birth or Adoption of a Child
      An employee may request a leave for up to 12 weeks for the purposes of child care not related to the birth or adoption of the child. The following conditions apply to such leaves:
      i. The employee requesting a child care leave shall be responsible for providing documentation that is acceptable to the University to support the request for leave.
      ii. Leave requests are approved by the University at its sole discretion, approval of which is not subject to the grievance procedure.
iii. For purposes of this section, the definition of child shall include a biological, adopted, or foster child, a stepchild, a legal ward, or a child for which an employee is standing in loco parentis, who is under 18 years of age, or over 18 years of age and incapable of self-care because of a mental or physical disability.

iv. Upon request, a leave shall be granted if a child is placed with the employee for foster care (within one year of placement) or if a child has a serious health condition and the employee is needed to care for such child.

v. A leave may be granted if there is an extended breakdown in the arrangements for independent child care, and the employee is needed to care for the child.

vi. The employee shall first use all applicable paid time off, prior to commencement of no-pay status for the balance of the leave.

c. Family Illness (Spouse or Parent)
An employee may request a leave for up to 12 weeks if the employee's spouse or parent has a serious health condition and the employee is needed to care for such family member. The following conditions apply to such leaves:

i. A serious health condition is defined as one which involves either inpatient care or continuing treatment by a healthcare provider.
ii. Parent is defined as the biological or adoptive parent of an employee or a person who served in the place of the parent for a substantial portion of the employee's life up to the age of majority under Pennsylvania law.

iii. If, in the 12-month period immediately preceding the requested leave, the employee has been absent without pay for the purposes of child care, family illness, or due to the employee's own illness, such absence shall be deducted from the 12-week-leave-time limit available through this section.

iv. The employee shall first use all applicable paid time off, prior to commencement of no-pay status for the balance of the leave.

v. If the employee requests to continue to be on an unpaid leave after the family illness leave has expired, such request for additional leave shall be considered on the same basis as any other request for leave under Section A4, Personal Leave, and the conditions applicable to such personal leaves shall apply. If the additional leave is granted, any immediate prior leave time shall be included in calculating the leave-time limit for the personal leave.

d. Military Family Leave

Leave will be granted in accordance with the FMLA. The employee will be required to expend all applicable paid time off prior to commencement of no-pay status for the balance of the leave.

4. Personal Leave

Leave may be granted for any purpose determined to be at the convenience of the University. The leave will not exceed 12 consecutive calendar months. Such leave is approved by the University at its sole discretion, approval of which is not subject to the grievance procedure.

Section B. University Insurances While on Unpaid Leave
I. Costs for insurances in which the employee is enrolled during an unpaid leave of absence for medical leave, maternity leave, or family leave as specified in Section A, shall be at the regular employee rates of contribution.

2. Costs for insurances in which enrolled during an unpaid leave of absence for other than the reasons enumerated in Section 81 shall be the entire cost (employee and University costs) for those benefits.

3. An employee's decision not to continue insurances is considered a break in continuous benefits participation. If coverage is not continued during the leave and is requested at a later date the following restrictions will apply:
   a. Except as provided by law, proof of eligibility will be required for reenrollment in life insurance, short-term disability, and long-term disability and annuity premium benefit.
   b. Medical, dental, vision, and accidental death and dismemberment (AD&D) can be requested upon the employee's return from leave as the end of the leave may be considered a qualifying event. All enrollments must be requested during the applicable enrollment period.

4. The maximum period to retain membership in a group life insurance plan and/or healthcare insurance plan is the length of
Section C. Contributions to Retirement Plans While on Unpaid Leave
An employee who is on an unpaid leave of absence, regardless of the reason, is not eligible to contribute or receive credit in any retirement plan.

Section D. An employee on an unpaid leave of absence who desires to return to work before the approved leave ends shall contact Human Resources to determine if such a change is permissible.

Section E. Once an employee begins an unpaid leave, the employee receives no wage payment from the University, including but not limited to payment for holidays that occur during an unpaid leave.

Section F. An employee on unpaid leave receives service credit for the purpose of increasing the employee's vacation accumulation rate.

Section G. Eligibility for Educational Privileges While on Unpaid Leave
An employee who is on an unpaid leave for the following reasons: medical leave, maternity leave, or family leave, as specified in this Article, will retain educational privileges, during the term of the leave. Dependents of such employees who are eligible for grant(s)-in-aid will retain this eligibility during the term of the leave, subject to the dependent meeting the eligibility requirements of grant(s)-in-aid. Educational privileges or grant(s)-in-aid are not available for employees, or their dependents, during unpaid leaves of absence for reasons other than those numerated in this section.

Section H. It is expected that an employee requesting a leave shall do so as far in advance of the proposed date of commencement of the leave as possible. The University shall endeavor to respond to the request as
promptly as possible. Requests for leave and responses to such requests shall be in writing.

**Section L.** Any paid or unpaid time used for a FMLA-qualifying absence will be deducted from the total FMLA leave available to the employee.

**Section J.** For purposes of this Article one month is defined as a period of time between consecutive dates in successive calendar months, as an example March 15 through and including April 14 is considered one month for purposes of this Article.

**Section K.** For purposes of this Article one week is defined as a period of seven consecutive days, as an example Wednesday through and including Tuesday is considered one week for purposes of this Article.

**Section L.** Return to Active Service

1. Employees are expected to return to active service at the end of a leave of absence, subject to reduction in force considerations.
2. If an employee is approved to return to active service on a reduced hours schedule, the hours not worked of the employee's regular schedule will be counted towards the total leave allotment.
3. If an employee does not return to the full regular schedule for the employee's position at the end of the leave of absence, employment is terminated and all benefits of the leave of absence without salary will end.

**ARTICLE 14: WORK-RELATED INJURY OR ILLNESS**

If an employee is absent from work as a result of an injury or illness compensable under the Workers' Compensation Act or the Pennsylvania Occupational Disease Act, the following conditions apply:

**Section A.** Absence from Work

1. Full-time Employees hired before April 4, 2019:
   a. The employee has the option to elect an unpaid leave or to charge the absence to accrued sick leave (or, if sick leave has been exhausted, to other applicable paid time off). An employee electing to
use such paid time off will be charged 1/3 of normally scheduled hours per day for each work day of absence and will continue to receive their regular pay for the absence;

b. If all paid time off is exhausted, the employee will be granted an unpaid leave;
c. An employee who elects to use paid time off will remit to the University any Workers' Compensation insurance payments they are otherwise entitled to receive during the period of time they are receiving regular pay. An employee using paid time off will continue to make employee contributions for all group healthcare and insurance coverages in which enrolled;
d. An employee on an unpaid leave, will retain any Workers' Compensation insurance payments they are entitled to receive and the employee's contributions for all group healthcare and insurance coverages in which enrolled will be paid by the University;
e. An unpaid leave provided for by this Article will not exceed 24 months;
f. Any paid or unpaid absences are considered Family and Medical Leave Act (FMLA) qualifying absences and will be deducted from the total FMLA leave available to the employee.

2. Full-time Employees hired 011 or after April 4, 2019:

a. For the first seven calendar days of absence for a compensable injury or illness the employee will use accumulated sick leave, or at the option of the employee, be granted an unpaid leave;
b. If the employee is absent, due to a compensable injury or illness, for eight or more calendar days, the employee will be placed on
an unpaid leave. Such leave will commence the eighth calendar day of absence;

c. An employee on an unpaid leave, will retain any Workers' Compensation insurance payments they are entitled to receive and the employee's contributions for all group healthcare and insurance coverages in which enrolled will be paid by the University;

d. An unpaid leave provided for by this Article will not exceed 24 months;

e. Any paid or unpaid absences are considered Family and Medical Leave Act (FMLA) qualifying absences and will be deducted from the total FMLA leave available to the employee.

3. Part-time Employees

a. Will receive compensation as applicable under the Workers' Compensation Act or the Pennsylvania Occupational Disease Act.

b. An employee's absence, due to a compensable injury or illness, will not exceed 24 months from the date of injury.

Section B. At the request of the University, the employee must furnish to the University information and/or documentation from their healthcare provider related to the injury or illness.

Section C. Where provided, and in accordance with applicable law, the employee will select a health care provider from a panel of health care providers determined in advance by the University for any compensable treatment required during the first 90 calendar days of treatment following the on-the-job injury or illness. Treatment that may occur after the first 90 calendar days of treatment will be with any health care provider, at the employee's option.

Section D. Modified Duty

A medical evaluation of the employee's condition will be made as soon as practicable to determine the nature, extent, and anticipated duration of any
incapacity. Subsequent evaluations may be made as necessary to determine if an employee on leave of absence can return to work. Based on the evaluation, the employee may be assigned to modified duty as available and appropriate to the employee's physical ability and skills for a period to be determined on an individual case basis. An employee assigned to modified duty will remain in their classification title and will receive their regular rate of pay for hours worked. A modified duty assignment will be at the employee's normally assigned campus location, may include a change in the employee's work schedule, and may include work outside the bargaining unit. The University will provide five calendar days' notice of a modified duty assignment requiring a change in the employee's regular work schedule. Once the modified duty assignment ends, the employee will return to their regular work schedule, if available, with no change of work schedule notice requirement.

The determination of whether a modified duty assignment may be provided is made by the University at its sole discretion. Any modified duty assignment ends once the University no longer provides such an assignment or the employee reaches maximum medical improvement, whichever occurs first.

Section E. Eligibility for Educational Privileges
An employee who is on an unpaid leave as specified in this Article, will retain educational privileges, during the term of the leave subject to Article 33, Educational Privileges.

Dependents of such employees who are eligible for grant(s) in aid will retain this eligibility during the term of the leave, subject to the dependent meeting the eligibility requirements of grant(s)-in-aid in Article 33, Educational Privileges. Eligible dependents of a full-time employee who dies as an active employee are eligible for educational privileges in accordance with Article 33, Educational Privileges.

ARTICLE 15: WORKSCHEDULES
The establishment of work schedules is a function of management to be determined solely by the University, subject to the following limitations:

**Section A. Hours of Work**

1. Work schedules are defined as an employee's regular days of work, start and end times, and scheduled days off.
2. Work schedules will normally be 8, 10, 12, or 16 consecutive hours (or a combination thereof), non-inclusive of overtime.
3. Ordinarily, no employee will work more than 16 hours in a 24-hour period, 64 hours per week, or more than 8 consecutive days without a day off except in exigent situations as determined by the University.
4. Work schedules will provide for consecutive days off, which may rotate.
5. Nothing in this agreement will constitute a guarantee of hours of work per day or week, or days of work per pay period.

**Section B. Schedule Selection**

1. Work schedule selection will be by campus location.
2. Except as defined in Section 83 of this Article, Full-time non-probationary employees are assigned to schedules as follows:
   a. There may be up to two scheduling periods per year;
   b. Prior to the schedule selection period, the University will post a listing of the available schedules;
   c. In classification seniority order, employees will select their schedules from the list of available schedules;
   d. The schedule selection process will be completed no less than 30 calendar days prior to the implementation of the schedule.
3. Employees in K9, Criminal Investigations, Community Policing, and other special assignments will be assigned to a schedule by the University with input from the employees in the respective special assignments.
4. Probationary employees will be assigned to a schedule by the University.
5. Regular part-time employees will be assigned their shifts by the University.
6. If the University determines that a work schedule is available
between scheduling periods, that work schedule will be offered to employees in classification seniority order.

Section C. Changes in Schedule
Except as defined in Section CS of this Article, the following applies to all full-time employees:

1. The University will give ten calendar days' notice of a change in an employee's work schedule lasting 30 calendar days or less, except in exigent situations.

2. The University will give 30 calendar days' notice of a schedule change that exceeds 30 calendar days, except in exigent situations.

3. Absent exigent situations, in the event the notice requirements in Section C1 and C2 are not met, the affected employee will be paid at time and one-half their regular hourly rate for the length of the first shift of their new schedule.

4. Notice requirements can be waived by mutual agreement of the employee and supervisor.

5. Non-probationary employees may trade shifts and/or work schedules with the approval of the supervisor. Such trades will not be subject to notice requirements and will not be approved if the trade will result in overtime.

6. The University retains the right to change an employee's schedule assignment, without notice, as a part of a disciplinary process.

Section D. If an employee is absent from work without approval by the supervisor, the employee will not be paid for the time and will be subject to disciplinary action up to and including dismissal.

Section E. Joint Labor and Management Schedule Project Team
A Joint Labor and Management Schedule Project Team will be established to research potential work schedules for bargaining unit employees and make specific schedule recommendation(s) to the Assistant Vice President for University Police and Public Safety, who is responsible to make the final decision regarding work schedules. The project team will operate in accordance with the agreed upon Project Team Charter.
ARTICLE 16: LATERAL TRANSFERS AND TEMPORARY DUTY ASSIGNMENTS

This article applies to full-time employees only.

The University determines at its sole discretion when there is a need for lateral transfers and temporary duty assignments.

Section A. Lateral Transfers

1. Lateral transfers are permanent changes of employees' assigned campus(es) that are made within their current classification title.

2. When the University identifies the need to fill a vacancy at a campus or reallocate staff between campuses, it will first assess whether such a need may be addressed through lateral transfer. If the University determines that such a need may be addressed through lateral transfer, the University will first consider employee requests as follows:
   a. Non-probationary employees may submit a lateral transfer request in any calendar year they wish to be considered for a lateral transfer opportunity. Such requests must be submitted by a method and within a timeframe determined by the University. These requests will remain active through and including December 31 of the year they are submitted, unless withdrawn by the employee prior to December 31.
   b. Employees' requests will be considered based on employee performance and the operational needs of their current campus. Classification seniority date will be the final determining factor with employees having greater seniority receiving preference in their request.
c. If the University determines that such a need will be filled through an employee's request for lateral transfer, the employee will be provided a minimum of 30 calendar days' notice of the start date of transfer and work schedule. This notice may be waived by mutual agreement of the employee and University. Any notice requirements under Article 15, Work Schedules, do not apply.

3. If the University does not fill the staffing need through the process outlined in Section A2, it may mandate an employee be laterally transferred as follows:
   a. The University will identify the feeder campus(es) for the transfer when a need is identified. A feeder campus is a campus from which the University will fill the assignment.
   b. The least senior available employee within the classification title at the identified feeder campus(es) will be mandated to laterally transfer.
   c. The employee will be provided a minimum of 30 calendar days' notice of the start date of transfer and work schedule. This notice may be waived by mutual agreement of the employee and University. Any notice requirements of Article 15, Work Schedules, do not apply.

Section B. Temporary Duty Assignments

I. Temporary Duty Assignments are temporary changes of employees' assigned campus(es) that are made within their current classification title and last 90 calendar days or less.

2. The following applies to temporary duty assignments:
   a. The University will announce the temporary duty assignment. The announcement may include the location, work schedule, start date, and estimated length of the assignment; the feeder campus(es) identified by the University for the assignment; and the method in which employees are to express interest in the assignment. Only those employees assigned to the identified feeder campus(es) are eligible to express interest in the temporary duty assignment.
b. Employees' expressions of interest will be considered based on classification seniority date with employees having greater seniority receiving preference in their request.

c. If the University does not fill the staffing need through an employee expression of interest, it may mandate an employee to serve in the temporary duty assignment. The least senior available employee within the classification title at the identified feeder campus(es) will be mandated.

d. Except in exigent situations, employees temporarily assigned to another campus, either through an employee expression of interest or a mandate, will be provided ten calendar days' notice of the start date of the assignment and work schedule. This notice may be waived by mutual agreement of the employee and University. Any notice requirements of Article 15, Work Schedules, do not apply.

Section C. Absent exigent situations, in the event the notice requirements regarding changes to work schedules, lateral transfer start dates, and temporary duty assignment start dates are not met, the affected employee will be paid at time and one half their regular hourly rate for the length of the first shift at their new assignment.

ARTICLE 17: TRAVEL

Section 1. Employees' work schedules may be changed in accordance with Article 15, Work Schedules, in order to accommodate the need for travel on behalf of the University.

Section 2. Employees traveling on overtime to and/or from their home campus for University Park home football game work assignments will be paid two times their regular hourly rate of pay for the travel that qualifies for overtime. This does not apply to employees whose home campus is University Park.

Section 3. Employees traveling on behalf of the University will be compensated in accordance with applicable law and University policy, TR02 Penn State Travel Policy. The Union expressly and unequivocally waives and relinquishes any right it
may have to request or demand that the University bargain with the Union over any addition, modification, or discontinuation of the compensation referenced in TR02 Penn State Travel Policy.

**ARTICLE 18: SHIFT PREMIUM**

A full-time employee who begins work between the hours of 1:00 p.m. and 4:59 a.m. will be paid a shift premium for all continuous hours worked on that shift. Such shift premium will be sixty cents ($0.60) per hour for shifts beginning between 1:00 p.m. and 9:59 p.m., and sixty-five cents ($0.65) per hour for shifts beginning between 10:00 p.m. and 4:59 a.m. The shift premium will be added to the base rate before the calculation of overtime for Full-time employees who receive overtime pay on a shift which qualified for shift premium.

**ARTICLE 19: COMPENSATION**

*Section A. Wage Rates*

Wage Rate Table

| Title/Step: Police Officer 3: Hourly rate (July 1, 2018) |
|-----------------|-----|
| A Rate | $ 20.48 |
| B Rate | $ 27.79 |
| C Rate | $ 29.52 |
| D Rate | $ 31.25 |
| E Rate | $ 33.00 |
| F Rate | $ 34.71 |
| G Rate | $ 35.24 |

<p>| Title/Step: Police Officer 3: Hourly rate (July 1, 2019) |
|-----------------|-----|
| A Rate | $ 21.00 |
| B Rate | $ 28.48 |</p>
<table>
<thead>
<tr>
<th>Rate</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>C</td>
<td>30.26</td>
</tr>
<tr>
<td>D</td>
<td>32.03</td>
</tr>
<tr>
<td>E</td>
<td>33.82</td>
</tr>
<tr>
<td>F</td>
<td>35.58</td>
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<tr>
<td>G</td>
<td>36.12</td>
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Title/Step: Police Officer 3: Hourly rate (July 1, 2020)

<table>
<thead>
<tr>
<th>Rate</th>
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<tbody>
<tr>
<td>A</td>
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<tr>
<td>B</td>
<td>29.05</td>
</tr>
<tr>
<td>C</td>
<td>30.86</td>
</tr>
<tr>
<td>D</td>
<td>32.67</td>
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<tr>
<td>E</td>
<td>34.50</td>
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<tr>
<td>F</td>
<td>36.29</td>
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<td>G</td>
<td>36.84</td>
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Title/Step: Public Safety Specialist I - Armed: Hourly rate (July 1, 2018)

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<td>A</td>
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<tr>
<td>B</td>
<td>20.11</td>
</tr>
<tr>
<td>C</td>
<td>20.60</td>
</tr>
<tr>
<td>D</td>
<td>21.58</td>
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<tr>
<td>E</td>
<td>22.56</td>
</tr>
<tr>
<td>F</td>
<td>23.54</td>
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Title/Step: Public Safety Specialist I - Armed: Hourly rate (July 1, 2019)

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<thead>
<tr>
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<tbody>
<tr>
<td>A</td>
<td>20.11</td>
</tr>
<tr>
<td>B</td>
<td>20.61</td>
</tr>
<tr>
<td>C</td>
<td>21.12</td>
</tr>
<tr>
<td>D</td>
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<td>E</td>
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<tr>
<td>F</td>
<td>24.13</td>
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Title/Step: Public Safety Specialist I - Armed: Hourly rate (July 1, 2020)
<p>| | | |</p>
<table>
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<tr>
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<tbody>
<tr>
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<tr>
<td>B Rate</td>
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<tr>
<td>C Rate</td>
<td>$21.54</td>
<td></td>
</tr>
<tr>
<td>D Rate</td>
<td>$22.56</td>
<td></td>
</tr>
<tr>
<td>E Rate</td>
<td>$23.59</td>
<td></td>
</tr>
<tr>
<td>F Rate</td>
<td>$24.61</td>
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Title/Step: Public Safety Specialist I- Unarmed: Hourly rate (July 1, 2018)

<p>| | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>A Rate</td>
<td>$17.00</td>
</tr>
<tr>
<td>B Rate</td>
<td>$18.00</td>
</tr>
<tr>
<td>C Rate</td>
<td>$19.00</td>
</tr>
<tr>
<td>D Rate</td>
<td>$20.00</td>
</tr>
<tr>
<td>E Rate</td>
<td>$21.00</td>
</tr>
<tr>
<td>F Rate</td>
<td>$21.32</td>
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Title/Step: Public Safety Specialist I- Unarmed: Hourly rate (July 1, 2019)

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<tbody>
<tr>
<td>A Rate</td>
<td>$17.43</td>
</tr>
<tr>
<td>B Rate</td>
<td>$18.45</td>
</tr>
<tr>
<td>C Rate</td>
<td>$19.48</td>
</tr>
<tr>
<td>D Rate</td>
<td>$20.50</td>
</tr>
<tr>
<td>E Rate</td>
<td>$21.53</td>
</tr>
<tr>
<td>F Rate</td>
<td>$21.85</td>
</tr>
</tbody>
</table>

Unarmed:

<p>| | |</p>
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<tbody>
<tr>
<td>A Rate</td>
<td>$17.77</td>
</tr>
<tr>
<td>B Rate</td>
<td>$18.82</td>
</tr>
<tr>
<td>C Rate</td>
<td>$19.86</td>
</tr>
<tr>
<td>D Rate</td>
<td>$20.91</td>
</tr>
<tr>
<td>E Rate</td>
<td>$21.96</td>
</tr>
<tr>
<td>F Rate</td>
<td>$22.29</td>
</tr>
</tbody>
</table>

Title/Step: Public Safety Specialist I- Unarmed: Hourly rate (July 1, 2020)

Part-time Police Officer- Hourly rate (July 1, 2018)
Hourly Rate 27.79
Part-time Police Officer- Hourly rate (July 1, 2019)
Hourly Rate 28.48
Part-time Police Officer- Hourly rate (July 1, 2020)
Hourly Rate 28.48

Part-time Public Safety-Armed- Hourly rate (July 1, 2018)
Hourly Rate 21.00
Part-time Public Safety-Armed- Hourly rate (July 1, 2019)
Hourly Rate 21.53
Part-time Public Safety-Armed- Hourly rate (July 1, 2020)
Hourly Rate 21.96

Part-time Public Safety-Unarmed- Hourly rate (July 1, 2018)
Hourly Rate 17.00
Part-time Public Safety-Unarmed- Hourly rate (July 1, 2019)
Hourly Rate 17.43
Part-time Public Safety-Unarmed- Hourly rate (July 1, 2020)
Hourly Rate 17.77

2. The following applies to full-time Police Officer 3 employees:
   a. New Police Officer 3 employees who must attend the Academy will be paid at the A Rate. Once such employees have successfully completed Academy training and are Municipal Police Officers Education and Training Commission (MPOETC) certified they will be paid at the B Rate, effective the first day of the pay period following their certification through the end of the employee's probationary period.
   b. New Police Officer 3 employees who are MPOETC certified will be paid at the B Rate through the end of the employee's probationary period.
   c. Employees will then progress through the Wage Rate Table as follows:
      i. C Rate is paid after completion of the employee's probationary period through the end of the 23rd month as a Police Officer 3;
      ii. D Rate is paid from the beginning of the 24th month
through the end of the 35th month as a Police Officer 3;

iii. E Rate is paid from the beginning of the 36th month through the end of the 47th month as a Police Officer 3;

iv. F Rate is paid from the beginning of the 48th month through the end of the 59th month as a Police Officer 3;

v. G Rate is paid from the beginning of the 60th month as a Police Officer 3.

d. Effective July 1, 2018 employees will be placed at the appropriate rate based upon their classification seniority date. Employees whose existing rate is higher than their appropriate rate on the Wage Rate Table will continue to receive their existing rate and will receive a one-time lump sum payment equivalent to 2.50% of their existing annual base salary. Employees whose placement on the Wage Rate Table results in an incremental increase of less than 2.50% from their previous rate, will be paid the balance of the 2.50% increase in a one-time lump sum payment.

e. Effective July 1, 2019 employees will be paid at the appropriate rate based upon their classification seniority date. Employees whose existing rate is higher than their appropriate rate on the Wage Rate Table will continue to receive their existing rate and will receive a one-time lump sum payment equivalent to 2.50% of their existing annual base salary. Employees whose placement on the Wage Rate Table results in an incremental increase of less than 2.50% from their previous rate, will be paid the balance of the 2.50% increase in a one-time lump sum payment.

f. Effective July 1, 2020 employees will be paid at the appropriate rate based upon their classification seniority date. Employees whose existing rate is higher than their appropriate rate on the Wage Rate Table will continue to receive their existing rate and will receive a one-time lump sum payment equivalent to
2.00% of their existing annual base salary. Employees whose placement on the Wage Rate Table results in an incremental increase of less than 2.00% from their previous rate, will be paid the balance of the 2.00% increase in a one-time lump sum payment.

3. The following applies to full time Public Safety Specialist 1- Armed employees:
   a. New Public Safety Specialist I - Armed employees will be hired at the A Rate.
   b. Employees will progress through the Wage Rate Table as follows:
      i. A Rate is paid upon hire through the end of the 11th month as a Public Safety Specialist I - Armed;
      ii. B Rate is paid from the beginning of the 12th month through the end of the 23rd month as a Public Safety Specialist I - Armed;
      iii. C Rate is paid from the beginning of the 24th month through the end of the 35th month as a Public Safety Specialist I-Armed;
      iv. D Rate is paid from the beginning of the 36th month through the end of the 47th month as a Public Safety Specialist I - Armed;
      v. E Rate is paid from the beginning of the 48th month through the end of the 59th month as a Public Safety Specialist I-Armed;
      vi. F Rate is paid from the beginning of the 60th month as a Public Safety Specialist I -Armed.
   c. Effective July 1, 2018 employees will be placed at the appropriate rate based upon their classification seniority date. Employees whose existing rate is higher than their appropriate rate on the Wage Rate Table will continue to receive their existing rate and will receive a one-time lump sum payment equivalent to 2.00% of their existing annual base salary.
   d. Effective July 1, 2019 employees will be paid at the appropriate
rate based upon their classification seniority date. Employees whose existing rate is higher than their appropriate rate on the Wage Rate Table will continue to receive their existing rate and will receive a one-time lump sum payment equivalent to 2.50% of their existing annual base salary.

e. Effective July 1, 2020 employees will be paid at the appropriate rate based upon their classification seniority date. Employees whose existing rate is higher than their appropriate rate on the Wage Rate Table will continue to receive their existing rate and will receive a one-time lump sum payment equivalent to 2.00% of their existing annual base salary.

4. The following applies to full-time Public Safety Specialist I - Unarmed employees:

   a. New Public Safety Specialist I - Unarmed employees will be hired at the A Rate.

   b. Employees will progress through the Wage Rate Table as follows:

      i. A Rate is paid upon hire through the end of the 11th month as a Public Safety Specialist I - Unarmed;

      ii. B Rate is paid from the beginning of the 12th month through the end of the 23rd month as a Public Safety Specialist I - Unarmed;

      iii. C Rate is paid from the beginning of the 24th month through the end of the 35th month as a Public Safety Specialist I - Unarmed;

      iv. D Rate is paid from the beginning of the 36th month through the end of the 47th month as a Public Safety Specialist I - Unarmed;

      v. E Rate is paid from the beginning of the 48th month through the end of the 59th month as a Public Safety Specialist I - Unarmed;

      vi. F Rate is paid from the beginning of the 60th month as a Public Safety Specialist I - Unarmed.
c. Effective July 1, 2018 employees will be placed at the appropriate rate based upon their classification seniority date. Employees whose existing rate is higher than their appropriate rate on the Wage Rate Table will continue to receive their existing rate and will receive a one-time lump sum payment equivalent to 2.00% of their existing annual base salary.

d. Effective July 1, 2019 employees will be paid at the appropriate rate based upon their classification seniority date. Employees whose existing rate is higher than their appropriate rate on the Wage Rate Table will continue to receive their existing rate and will receive a one-time lump sum payment equivalent to 2.50% of their existing annual base salary.

e. Effective July 1, 2020 employees will be paid at the appropriate rate based upon their classification seniority date. Employees whose existing rate is higher than their appropriate rate on the Wage Rate Table will continue to receive their existing rate and will receive a one-time lump sum payment equivalent to 2.00% of their existing annual base salary.

5. The following applies to Regular Part-time employees:
   a. Regular part-time Police Officers will be paid at the hourly rate reflected in the Wage Rate Table.
   b. Regular part-time Public Safety - Armed will be paid at the hourly rate reflected in the Wage Rate Table.
   c. Regular part-time Public Safety Unarmed will be paid at the hourly rate reflected in the Wage Rate Table.

Section B. Field Training Officer

1. Effective March 5, 2019 a full-time Police Officer assigned as a Field Training Officer (FTO) will receive supplemental pay in the amount of $26.00 for each day the employee is required by the University to act as an FTO.

2. Effective July 1, 2019 a full-time Police Officer assigned as a Field Training Officer (FTO) will receive supplemental pay in the amount of $27.00 for each
day the employee is required by the University to act as an FTO.

3. Effective July 1, 2020 a full-time Police Officer assigned as a Field Training Officer (FTO) will receive supplemental pay in the amount of $28.00 for each day the employee is required by the University to act as an FTO.

ARTICLE 20: OVERTIME

Section A. Overtime

1. Overtime must be authorized by the University.

2. Overtime is time worked in excess of 40 hours paid in a week. A week is defined as a seven-day period beginning Sunday at 12:00 a.m. and ending at 11:59 p.m. on the following Saturday.

3. The employees will record the overtime worked in a manner as defined by the University.

4. Ordinarily, no employee will work more than 16 hours in a 24-hour period, 64 hours per week, or more than 8 consecutive days without a day off except in exigent situations as determined by the University.

5. The University will determine eligibility for overtime assignments based on qualifications, availability, capability, and defined geographic area.

6. There shall be no pyramiding of overtime or duplication of hours or pay.

Section B. Assignment of Overtime

1. Eligible employees, as defined by Section AS, interested in volunteering for overtime must sign up for overtime in a manner as defined by the University.

2. Any overtime that is assigned more than 24 hours prior to the overtime event will be filled in accordance with the following:
a. To the extent possible, overtime will be posted a minimum of 20 days in advance of the overtime event and employees who have been assigned to the overtime will be notified 10 days before the overtime event.

b. In circumstances where a minimum of 20 days' advanced posting of the overtime event is not reasonably possible; the University will endeavor to post overtime events in a timely manner. Employees who have been assigned for overtime will be notified as soon as possible.

c. Overtime will be assigned in order starting with the eligible volunteer with the least number of overtime hours worked and assigned at the time the overtime is being assigned.

d. Once overtime has been assigned, overtime assignment trades between employees will be permitted with supervisor approval.
   i. Trades affecting shift patrol must be approved by a shift supervisor.
   ii. Trades affecting special events must be approved by a special events supervisor.

3. Any overtime that is assigned 24 hours or less prior to the overtime event will be filled in accordance with the following:
   a. The University will offer the overtime assignment to eligible employees on the preceding shift and/or eligible employees scheduled to work the following shift.
   b. Overtime will be assigned in order starting with the volunteer with the least number of overtime hours worked and assigned at the time the overtime is being assigned.

4. For purposes of overtime assignment, employee overtime hours
worked will reset to zero at the start of each schedule selection period as identified in Article 15, Work Schedules.

5. New employees, recently appointed, or those returning from an absence of more than two months will be added to the overtime hours worked list using the average total hours worked and assigned currently on the list.

6. In the event two or more employees volunteer and have the same number of overtime hours worked and assigned, the employee with the most classification seniority will be assigned the overtime.

7. If the University determines that there are exigent situations or insufficient volunteers, mandatory overtime will be assigned in order starting with the eligible employee with the least number of overtime hours worked and assigned at the time the overtime is being assigned.

8. An employee will not be mandated to work overtime if the following occurs:
   a. The employee is approved to take prescheduled time off before or after pass days, adjacent pass days will be protected from mandated overtime.
   b. The employee is approved to take prescheduled time off during a scheduled shift, the employee will not be mandated to work overtime outside of the scheduled shift on that day.

Section C: Overtime Compensation

1. Except as defined in Section C2, overtime work is paid at the rate of time and one-half the employee's regular hourly rate.

2. Employees working Penn State home football game assignments on overtime will be paid two times their regular hourly rate of pay for hours worked while at the University Park campus. This special overtime rate will include overtime hours worked by employee's assigned to the
campus car but does not apply to time worked during the Beaver Stadium lockdown.

Section D. Call Back Time
1. Employees who have been called back to work outside of their regular shift schedule and are required to report to a work location will be paid a minimum of two hours. All hours worked during a call back will be paid at the appropriate rate provided the hours do not overlap the employee's scheduled shift. Hours that overlap the employee's scheduled shift will be paid at the employee's regular rate.

2. With the exception of employees identified in 03, call back time pay begins when employees report to their assigned work site ready for work.

3. For employees assigned to the Tactical Response Team, K9 unit, and the Hazardous Device Team that are required to report to a work location, other than their home campus, call back pay begins when the employees notify the on-duty supervisor that they are en route.

4. The University may assign employees 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.

Section E. Court Time
1. Employees required to report to court, including proceedings before a Grand Jury, District Court, or Court of Common Pleas, outside of the employee's scheduled shift, will be paid at the appropriate rate for a minimum of two hours, provided the two hours does not overlap the hours of the employee's scheduled shift. Hours that overlap the employee's scheduled shift will be paid at the employee's regular rate.

2. The court case must be within the scope of the employee's employment
and the employee is under subpoena or trial notice for the appearance.

3. Court time begins when the employee arrives at the campus to prepare for court or arrives at the court at the time designated by the court. Court time ends when the employee is no longer required to remain at court or once court related work is completed at the campus following court.

Section F. K-9 Officers

Employees, who as part of their assignment must care for an assigned canine during their off-duty hours, will receive 30 minutes of pay per day at time and one-half the employee's regular hourly rate to provide such care.

ARTICLE 21: ELECTRONIC DIRECT DEPOSIT OF PAY

1. Employees will be required as a condition of employment to participate in the University's program for the electronic direct deposit of pay and travel reimbursements.

2. Full-time employees will be paid monthly.

3. Regular part-time employees will be paid biweekly.

ARTICLE 22: DISCIPLINE AND DISCHARGE

Section A.

1. The University has the right to discipline or discharge an employee for just cause, subject to the grievance process. Considerations for just cause include whether: the employee knew or should have known their performance or conduct could result in discipline; a fair investigation was conducted which resulted in evidence of wrongdoing; and discipline was applied appropriately and consistently.

2. Matters related to discipline and discharge will be investigated in a manner determined by the University and will include a meeting with the employee to seek information about the matter being investigated. The University will advise the employee of the nature of the investigation.

3. In taking disciplinary action, the University will typically use a progressive approach to employee discipline for related offenses with increasingly severe
responses to employee performance or conduct problems. However, the University may determine, on a case by-case basis, that performance or conduct issues warrant disciplinary action that is not progressive.

4. In taking disciplinary action, the University will not take into consideration the following:

   a. A written reprimand which was issued more than two years previously;
   b. Suspension which occurred more than four years previously.

5. The University will notify the employee of any disciplinary action to be taken as a result of the investigation, which may include, but is not limited to: written reprimand, and/or unpaid suspension, or termination of employment.

6. Any disciplinary documentation will permanently remain in the employee's personnel file.

Section B, Union Representation

If an employee desires union representation during a meeting which the employee reasonably believes may lead to discipline, it is the employee's responsibility to request and identify a Union steward or other bargaining unit employee, subject to the following:

1. The identified Union steward or bargaining unit employee must be reasonably available and not the only officer or guard on duty at the time of the meeting;

2. If the meeting occurs during the identified Union steward's or bargaining unit employee's scheduled shift, the employee will not lose pay;

3. If the meeting does not occur during the identified Union steward's or bargaining unit employee's scheduled shift, the employee will not be compensated by the University for the time;
4. If mutually agreed upon by the parties, the identified Union steward or bargaining unit employee may participate in meetings under this Article remotely via telephone or videoconferencing.

ARTICLE 23: GRIEVANCE AND ARBITRATION

Section A.
1. A grievance will be defined as any dispute regarding the discipline of employees or any dispute involving the application, meaning, or interpretation of the Agreement.

2. The University will not compensate employees for participating in the grievance procedure outside of their scheduled shift. However, the University will approve a request for a modification in the employee's regular shift or a shift trade to allow an employee's participation in the grievance procedure, so long as such modification or trade does not result in payment of overtime for any employee.

3. With the exception of the completion and submission of the appropriate grievance form(s) and participation in the meetings identified in Section B, employees may not investigate or consult regarding grievances or potential grievances, during their University work hours.

4. A grievance which is filed or appealed beyond the applicable timeframes will be considered discontinued and will not be subject to further consideration. A grievance which is not responded to within applicable timeframes may be appealed to the next Step at the expiration of the timeframes. Timeframes may be extended solely by agreement of the parties in writing.

5. Any individual employee grievance in which the grievant has voluntarily resigned or retired from the University will be considered discontinued and will not be subject to further
consideration.

6. If a grievance is settled at any stage of the grievance procedure, it will not be subject to further consideration.

7. The parties will have the right to pursue any appropriate remedy, including the right to initiate a suit in Court, in the event of a breach of the Article 5, Strikes and Lockouts, or in the event of the failure to abide by an arbitrator's award without submission to the grievance and arbitration procedures of this Article.

Section B. Grievance Procedure
Prior to pursuing the grievance procedure employees are encouraged to speak to their supervisors to address any issues.

The grievance procedure will be as follows and documented on agreed upon forms:

Step I. The employee will submit the grievance in writing within seven calendar days after the employee knew or should have known of the issue which is being grieved. The Step I grievance form will be submitted via email to the Chief of Police Administration or Chief of Police Operations and will cite the specific Article(s) and Section(s) of the collective bargaining agreement alleged to have been violated, contain a description of the circumstances giving rise to the dispute, any other relevant facts, and the requested remedy. A meeting will be held within IO calendar days of receipt of the grievance form with the employee, a Union representative, and the Chiefs, or their designees, during which both parties can discuss the grievance. After the meeting, the University's response will be documented on
the grievance form within 10 calendar days, a copy of which will be provided to the employee.

In the case of a group grievance, one employee, with a Union representative, will present the grievance and attend the grievance meeting on behalf of the group.

If the employee does not agree with the response provided in Step I, the employee may submit the grievance to the Assistant Vice President for University Police and Public Safety (AVP) via email on the Step 2 form within five calendar days of the date of the Step I response.

**Step 2.** A standing grievance resolution meeting will be held every other month, if necessary, with the following representatives from the Union: President, Vice President, and Treasurer and the following representatives from the University: AVP or designee, a Human Resources Labor and Employee Relations representative, and the Human Resources Strategic Partner, or designee. After the meeting, the University will provide to the Union written documentation of the resolution or University response regarding each grievance discussed within 30 calendar days of the meeting.

Grievances involving the dismissal of an employee will be filed at Step 2. If a Step 2 standing grievance resolution meeting will not occur within 30 calendar days of receipt of the dismissal grievance, an additional grievance resolution meeting will be held to ensure the dismissal grievance is reviewed within 30 calendar days.

Grievances of the University will be initiated upon written notification to the Union at Step 2 of the grievance procedure.

If a grievance is not resolved at Step 2, the Union or the University has a right to
request arbitration by providing notice to the other in writing within 30 calendar
days of the date of the Step 2 response.

Section C. Arbitration

1. Arbitration will be scheduled and heard within nine months of the
request for arbitration, except for arbitrations for alleged wrongful
termination which will be scheduled and heard within four months.

2. If arbitration is requested, the arbitrator will be mutually agreed upon by
the parties. If the parties fail to agree, a list of seven suggested arbitrators
will be requested from the Federal Mediation and Conciliation Service.
The parties will meet for the purposes of selecting an arbitrator. Each
party will alternately remove one name from the list until one name
remains.

3. The University will notify the arbitrator in writing, with a copy to the
Union, of the selection and request that the arbitrator provide available
dates.

4. The decision of the arbitrator will be final and binding on the parties
and the arbitrator will be requested to issue the decision within 30
calendar days after the conclusion of testimony and argument.

5. The expenses for the service of the arbitrator will be divided equally by the
University and the Union.

6. Nothing will prevent the parties from resolving a dispute to their mutual
satisfaction prior to the receipt of the arbitrator's decision.

7. There will be no right to obtain, and no arbitrator will have any power
to award or determine any change in, modification, or addition to, or
subtraction from, any of the terms of this Agreement. Provided,
however, nothing herein contracted will be deemed to limit the right of
an arbitrator to interpret the terms of this Agreement and clarify
ARTICLE 24: UNION REPRESENTATION AND BUSINESS

Section A. Union Leadership

1. The Union's President, Vice President, and Treasurer are the individuals with the authority to conduct official Union business with the University, except as provided below.

2. The Union will notify the University of the names of the bargaining unit employees who will serve as President, Vice President, and Treasurer of the Union upon the employees' election or appointment to such a position. Such notice will be provided in writing to the Senior Director of Labor and Employee Relations and the Assistant Vice President for University Police and Public Safety as far in advance as possible and will include the date(s) the employee(s) will begin in the position(s) and the length of their term(s).

3. Bargaining unit employees identified as Union President, Vice President, and Treasurer may also serve as stewards.

4. The Union President, Vice President, and/or Treasurer will be permitted to participate in the following meetings during their regularly scheduled shift:
   a. grievance process as specified in, and in accordance with Article 23, Grievance and Arbitration;
   b. disciplinary meetings as specified in, and in accordance with Article 22, Discipline and Discharge.

Section B. Stewards

1. The Union may designate a reasonable number of stewards from the bargaining unit. The authority of stewards will be limited to, and will not exceed, the following duties and activities:
a. The investigation and participation in the processing of grievances with the University or its
designated representatives in accordance with the provisions of
the collective bargaining agreement.
b. The participation in the discipline process with the University or its
designated representatives in accordance with the provisions of the collective
bargaining agreement.
c. The collection of initiation fees and dues when authorized by
the Union and the employee, provided that such collection will
be made at a time other than the work time or workplace of
either the employee or the steward.
d. The communication to the University of messages and
information which are authorized by the Union, provided that
such communication does not cause interference with the
operation of the University.

2. The Union will notify the Senior Director of Labor and Employee
Relations and the Assistant Vice President for University Police and
Public Safety of the names of the stewards upon appointment and
annually by June 30th of each year.

3. A steward may request time off to attend Union functions, such as
labor institutes, in accordance with Article 8, Vacation. At the
steward's option, time off to attend such functions may be without
salary.

Section C. Joint Labor and Management Schedule Project Team
The University will pay up to three full-time employees at their regular rate of
pay for the hours during which the employees attend Joint Labor and
Management Schedule Project Team meetings referenced in Article 15, Work
Schedules.

Section D. Collective Bargaining
During collective bargaining the University will allow up to three full-time employees
who serve on the PSUPOA bargaining team to be paid for up to eight hours of work, at their
regular rate of pay, for each joint bargaining session attended by the employee.

Section E. To the extent employees engage in organizing and soliciting on behalf of the Union such activity will occur on the employees' own time and not during work time. Such activity will not interfere with other employees' work time.

Section F. Employees may not engage in union business during their work time, except as otherwise provided for in this Agreement or allowed by applicable law.

ARTICLE 25: SAFETY AND HEALTH CONDITIONS

The University and the Union recognize the inherent risks associated with the work of the bargaining unit and the safety of employees is an important concern to both parties.

Therefore, the following apply:

1. Employees will conduct themselves in a safe manner while utilizing University equipment and vehicles.

2. The University will provide safety equipment as required by law.

3. If an employee has reason to believe that a piece of University equipment is faulty or defective, the employee will inform their supervisor of this condition.

4. If an employee has reason to believe that a University vehicle is faulty, defective, or violates the vehicle codes, the employee will inform their supervisor of this condition.

5. The University will be responsible for the payment of monetary fines for vehicle code violations involving University vehicles, unless the employee knew or should have known of the defect or condition and failed to report the same to the employee's supervisor, or unless the employee failed to follow directions to remedy the defect or condition.

6. If an employee has reason to believe that a piece of equipment or a vehicle is faulty or defective and therefore refuses to utilize the equipment or vehicle,
the University will conduct a review of the facts to determine if such refusal was warranted. If the refusal was not warranted, the employee will be subject to disciplinary action.

ARTICLE 26: POLICE RETIREE BADGE AND IDENTIFICATION

1. A police officer who retires from the University in good standing and meets one of the following two criteria:
   a. the employee is at least 60 years of age and has 15 years of continuous full-time University employment as a police officer immediately preceding retirement, or
   b. the employee is any age and has at least 25 years of total full-time University employment as a police officer may choose to receive their badge worn as an active officer with a retirement "rocker arm" attached; provided the employee pays for the cost of the retired badge with the "rocker arm" as well as the University's costs for the replacement of the badge prior to their date of separation.

2. The University will meet any obligations it has under the Pennsylvania Retired Law Enforcement Identification Act regarding the issuance of Retired Law Enforcement Officer Identification Cards.

ARTICLE 27: UNIFORMS

1. When the University determines a uniform will be required, the University will provide a uniform, excluding footwear.

2. The University will clean, alter, and repair all uniforms it provides, by a method determined by the University.

3. The University will replace provided uniforms when necessary, in whole or in part Requests for uniform replacement must be submitted in writing by the employee, subject to University approval.

4. Employees assigned to the Criminal Investigation Unit may request the
University clean, repair, or replace clothing when soiled or damaged, beyond normal wear and tear, while performing their job duties. Such requests must be submitted in writing by the employee, subject to University approval which will not be unreasonably denied. Disputes about the University's decisions are limited to Step I and Step 2 of the grievance process.

5. Uniforms are University property and employees will not alter or intentionally damage uniforms. All uniforms must be returned upon replacement or separation from employment.

**ARTICLE 28: DRUG AND ALCOHOL TESTING**

It is the mutual goal of the University and the Union to provide safe and effective police and security services for the University community and maintain a drug and alcohol-free workplace.

Employees will be subject to drug and alcohol testing in accordance with the Penn State University Police and Public Safety policy, Use of Alcohol and Other Drugs. The tests will be performed by a laboratory certified by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration. Testing will be administered by the University per protocols benchmarked on the United States Department of Transportation collection and testing methods and procedures to ensure testing accuracy and confidentiality.

Section A.
Employees suspected of being in violation of the policy will be immediately removed from duties and placed on administrative leave pending the outcome of testing. Based upon the test results the following will occur:
I. If the test results are negative, and the University determines that no disciplinary action or additional investigation is needed, the employee will be returned to work and paid at the employee's regular rate for the hours on administrative leave during the employee's regular scheduled shift.

2. If the test results are negative, and the University determines that additional investigation is needed, the employee may remain on administrative leave without pay pending the outcome of the University's investigation.

3. If the test results are positive, the employee will remain on administrative leave without pay during any further investigation by the University and until a determination is made regarding disciplinary action.

Section B.
For employees found to be in violation of the policy the following will be applicable:

1. **1st violation:** Employees will be subject to disciplinary action up to and including dismissal. If it is decided by the University that the employee will be retained, the employee will be required to participate in a treatment program that is acceptable to the University, and the following will apply:
   a. The employee will account for the absence for treatment through Article I 2, Sick Leave, and Article 13, Unpaid Leave, as appropriate.
   b. Any costs associated with the treatment program are the employee's responsibility, part or all of which may be covered under applicable insurance plans.
   c. The employee must provide evidence acceptable to
the University of successful treatment program participation and completion. Upon successful completion, the employee will be permitted to return to work.

d. Upon return to work, the employee will be subject to future follow-up testing at times determined by the University as follows:

i. Up to four times in a 12-month period for alcohol related violations of the policy; and/or

ii. Up to eight times in a 24-month period for non-alcohol related violations of the policy.

2. 2nd-violation: Employees who test positive during the follow-up testing period in Section Bl d or who otherwise violate the policy within 10 years of their return to work, will be immediately discharged from University employment.

ARTICLE 29: POLICE AND SECURITY WORK

Section A Non-bargaining unit employees

University employees outside of the bargaining unit, including but not limited to supervisory employees and student auxiliary officers, may perform work that is the same as or similar to that of employees in the bargaining unit to the extent that such work: is part of their normal duties; is for instruction and demonstration; is in exigent situations; or when a bargaining unit employee is not readily available.

Section B Contracting Out

i. The University has the right to contract out work that is the same or similar to work that is performed by employees in the bargaining unit, in the following circumstances:

a. To provide supplemental police services at University events, and in exigent situations, to meet operational needs;
b. To provide security services to meet operational needs.

2. The University will not contract out work that will result in the layoff of employees or in lieu of the recall of employees as specified in Article 30, Layoff.

3. Nothing in this Agreement will limit the University's management right to determine the physical layout, machines, technology, tools, equipment, energy or labor saving devices to be used, nor will anything contained herein limit the University's management right to discontinue or reduce services or to purchase or use new, refined or different products or materials in providing services to members of the University community.

4. Nothing contained herein will limit the University's rights with respect to layoff, except for contracting out work as provided in Section 82 of this Article. However, the University will not be required to maintain any level of staffing in the bargaining unit.

ARTICLE 30: LAYOFF

Subject to the provisions of this Article, a layoff is a termination of an employee as a result of a lack of work or funds, a reorganization, or a reduction in operations, as determined by the University at its sole discretion. Layoffs occur by campus location.

Section A. Regular part-time employees
The University may layoff regular part-time employees. In such a case, employment is terminated effective the date of the layoff and these employees are not subject to the provisions in Section B.

Section B. Full time employees
The following provisions apply to full-time employees only.

1. In lieu of layoff, the University will offer an employee the opportunity to laterally transfer to a different campus location as identified by the University, provided the University determines such an opportunity is
available. The University need not consider other employee requests for lateral transfer prior to offering a lateral transfer in lieu of layoff. An employee laterally transferred in lieu of layoff is not considered laid off and the provisions of this Article do not apply.

2. Order of Layoff

Layoffs will be made by campus, by classification title, and in classification seniority order, so that employees with the least seniority within the title at the campus are laid off first.

3. Notice of Layoff

Written notice of layoff will be provided to an employee 14 calendar days prior to the date of layoff. This notice will include whether the layoff is anticipated to last less than 120 calendar days. At the discretion of the University, the employee may be required to work from the time of notice to the effective date of the layoff. If the employee is not required to work this 14-calendar day notice period, the employee may utilize appropriate paid time off to continue in pay status for this period.


The following provisions apply to a full-time employee who has been laid off:

a. The employee is eligible to use the Employee Assistance Program during the 120 calendar days following the date of layoff;

b. The employee has educational privileges for 120 calendar days following the date of layoff;

c. If recall to regular full-time employment is not anticipated within 120 calendar days from the date of layoff, the employee will receive the cash equivalent of accumulated vacation as of the date of layoff, up to the applicable maximum accumulation in accordance with Article 8, Vacation.

d. If recall is anticipated within 120 days from the date of
layoff, the following conditions apply:

1. At the employee's option all or part of the accumulated vacation may be carried over until the return to regular Full-time employment;
2. If the employee elects to receive payments for all or part of the cash equivalent of accumulated vacation it will be paid out in a lump sum;
3. Employees who have completed their probationary period will receive pay for any of the holidays observed by the University occurring within the first 30 calendar days of layoff;

5. Employees who have not completed their probationary period will receive pay for any of the following holidays observed by the University occurring during the first 30 calendar days of layoff:
   - New Year's Day
   - Memorial Day
   - Independence Day
   - Labor Day
   - Thanksgiving Day
   - December 25th

6. Recall
   a. Employees are eligible for recall to the campus location from which they were laid off for up to one year from their date of layoff. If the employee is not recalled during this one-year period, then employment is terminated.
   b. The University may recall an employee by any available means, including notice given at time of layoff. If an employee is not contacted by other means, the University will mail a notice of recall to the employee's last known address. Such mailed notice will be by certified mail. If an employee is not given notice of recall at time of layoff, such notice will be made (or post-marked) at least 14 calendar days prior to the date the employee is to report back to work, unless waived by mutual agreement of the employee and supervisor. If the employee does not report for work as indicated on the recall notice, then employment is terminated.
   c. Recall of employees will be conducted in classification seniority order with the most senior employees within the classification title recalled first.
ARTICLE 31: EMPLOYEE BENEFITS

Section A. With the exception of Basic Life Insurance as provided in Article 32, the following applies to full-time employees:

I. Full-time employees will be eligible to participate in the same University benefit plans offered to full-time staff not covered by a collective bargaining agreement, at the applicable time and according to the same terms, conditions, and employee premium contributions.

2. University policy HR54, Continuation of Group Insurance After Age 60, Age 65, and after Retirement or Death, will apply to full-time employees on the same basis as non-represented full-time staff not covered by a collective bargaining agreement.

3. The University, at any time, will have sole, exclusive, and unilateral authority to determine, modify, or discontinue the types of benefits, the benefit vendors, eligibility rules, terms, conditions, and the employee premium contributions for all University benefit plans.

Section B. The following applies to regular part-time employees:

I. Regular part-time employees will be eligible for healthcare coverage to the extent required by law. Healthcare coverage and employee premium contributions for eligible part-time employees will be the same as those for eligible University part-time staff employees not covered by a collective bargaining agreement.

2. The University, at any time, will have sole, exclusive, and unilateral authority to determine, modify, or discontinue the types of health care coverage, including vendors, terms, conditions, and the employee premium contributions.
Section C. Retirement Plans
I. To the extent Allowed by law, full-time and regular part-time employees will be eligible to participate in the same University retirement plans offered to and on the same basis as non-represented full-time and part-time staff not covered by a collective bargaining agreement.

2. To the extent allowed by law, the University, at any time, will have sole, exclusive, and unilateral authority to determine, modify, or discontinue the types of retirement plans, including vendors, terms, conditions, and the employee and employer contributions.

Section D. In consideration for the right to participate in the employee benefits provided in this Article, the Union expressly and unequivocally waives and relinquishes any right it may have to request or demand that the University bargain with the Union over any addition, modification, or discontinuation of: the types of benefits, benefit vendors, eligibility rules, terms, conditions, and employee contributions.

ARTICLE 32 BASIC LIFE INSURANCE

Each full-time employee will be covered by a University-paid group-term basic life insurance policy in the amount of $125,000. Such coverage is effective on the date full-time employment in the bargaining unit begins and ends on the date the employee is no longer in the bargaining unit.

ARTICLE 33 EDUCATIONAL PRIVILEGES

1. Full-time employees will be eligible for the same educational privileges for employees and their eligible dependents as provided to full-time staff not covered by a collective bargaining agreement.
2. The University, at any time, will have sole, exclusive, and unilateral authority to determine, modify, or discontinue educational privileges for employees and/or their dependents; to the extent required by any act of the General Assembly or in order to receive any appropriation from the Commonwealth of Pennsylvania.

3. In consideration for these educational privileges the Union expressly and unequivocally waives and relinquishes any right it may have to request or demand that the University bargain with the Union over any addition, modification, or discontinuation of the educational privileges referenced in this Article for the term of this agreement.

ARTICLE 34: VEHICLE REGISTRATION FEE
The registration fees for parking on University premises will be the same as the fees in effect for University staff employees not covered by a collective bargaining agreement.

ARTICLE 35: PERSONNEL FILES
I. Employees will be allowed to review their personnel files upon written request to the University. Such review will be scheduled within a reasonable timeframe and will be conducted in the presence of a designated University representative.

2. To maintain the security of employee personnel files, an employee will be permitted to make notes from the file but shall not be permitted to remove the file or portions thereof. Upon request, a copy of the file will be made available to the employee within a reasonable timeframe.

3. An employee may dispute any information in their personnel file by writing a letter to their supervisor setting forth the basis for the objection; a copy of such letter will be placed in the personnel file at the employee's request.

ARTICLE 36: TERM OF THE AGREEMENT
Section A. Article 19, Compensation, and Article 32, Basic Life Insurance, will become effective on March 5, 2019. Section B. The Articles not referenced in Section A will become effective 30 days after March 5, 2019.

Section C. This entire Agreement will continue in effect to and including June 30, 2021 and from year to year thereafter, unless at least 150 calendar days prior to June 30, 2021, or at least 150 calendar days prior to any subsequent annual anniversary date thereafter, either party gives the other party written notice by certified mail, return receipt requested, of its desire to amend, cancel, or terminate this Agreement.

Section D. The written notices required by Section A of this Article will be mailed to the receiving party at the following addresses:

1. To the University:
   Senior Director of Labor and Employee Relations Penn State Human Resources
   The 331 Building, Suite 136
   University Park, Pennsylvania
   16802

2. To the Union:
   PSUPOA
   PO Box 307
   330 West Main Street
   Middletown, PA
   17057

Such notices will be considered effective if postmarked on or before midnight of the last day for giving of the notice as set forth in Section A of this Article.

JN WITNESS WHEREOF the parties hereto have executed this Agreement on the date and in the year first above written.

THE PSU-POLICE OFFICERS ASSOCIATION

THE PENNSYLVANIA STATE UNIVERSITY