

COLLECTIVE BARGAINING

AGREEMENT

By and Between

THE TOWNSHIP OF SPRINGETTSBURY

and

**THE SPRINGETTSBURY TOWNSHIP
POLICE OFFICERS' ASSOCIATION**

Effective Date

January 1, 2013 through December 31, 2016

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2013-2016 POLICE AGREEMENT

THIS AGREEMENT made and entered into by and between the Township of Springettsbury, York County, Pennsylvania (hereinafter referred to as the "Township") and the Springettsbury Township Police Officers' Association (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, the Act of June 24, 1968, No. 111, P.L. 237, as amended, provides for the collective and orderly bargaining between municipal employers and their employed police officers; and

WHEREAS, the Township has recognized the Association as the duly designated representatives of its employed police officers; and

WHEREAS, the Township and the Association have engaged in the collective bargaining process regarding the terms and conditions of such officers' employment, and have reached an Agreement regarding said terms and conditions for the calendar years of 2013 through 2016; and

WHEREAS, the hereinafter stated provisions are deemed by both parties to constitute said Agreement.

NOW, THEREFORE, in consideration of these premises and the mutual promises of the parties hereto to faithfully perform hereby, it is agreed as follows, TO WIT:

ARTICLE I - MANAGEMENT RIGHTS

Except as specifically abridged or modified by any provision of this Agreement, the Township will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing, including but not limited to the following:

Determine the standards of service to be offered by the Police Department, determine the standards of selection for employment, direct its employees; schedule employee's duties and meet the needs of the Township, take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the Township's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. The above rights, responsibilities and prerogatives are inherent in the Township and shall be exercised by the Township except as modified by this Agreement or any subsequent collective bargaining agreement.

ARTICLE II - BARGAINING UNIT

This Agreement shall cover all full-time uniformed and plain-clothes police officers employed by the Township who carry the rank of Police Officer, Corporal and Sergeant. Association certifies to Township that it is the exclusive collective bargaining representative for all such police officers (regardless whether all such officers are members of the Association) and Township recognizes Association as the exclusive collective bargaining representative of all such police officers.

It is understood and agreed that all newly hired police officers shall serve a probationary period during which time they shall serve at the will of the Township and be subject to termination at any time with or without cause. An officer, who has completed the required Act 120 training prior to being hired by the Township, shall serve a one (1) year probationary period, beginning on the date of hire. An officer who has not completed the required Act 120 training prior to being hired by the Township, shall serve a one (1) year probationary period, beginning on the date of completion of the required Act 120 training. Probationary police officers shall otherwise enjoy all of the rights and benefits provided for in this Agreement.

- A. The Township agrees to deduct from the wages and salary of all police officers who are Association members, all Association membership dues. The Association shall provide and certify to the Township a written statement of the names of the members from whom dues are to be deducted and the amount of such dues. Said statement shall be accompanied by a written authorization signed by each member from whom dues are to be deducted. Upon receipt of such certified statement and each member's authorization, the Township shall deduct biweekly from each officer's salary and wages the amount specified and remit the aggregate amount deducted to the Association by the fifteenth (15th) day of the month following the month in which the dues were deducted. A member's written authorization for the deduction of Association dues shall remain in full force and effect during the period of this Agreement unless revoked by written notice to the Township and to the Association president. The Association will indemnify, defend and hold the Township harmless from any liability, including costs of litigation, from any claims, grievances and lawsuits instituted against the Township as a result of any dues deduction.
- B. The Township and the Association agree that each police officer who is covered by this Agreement and who is not a member of the Association shall pay to the Association a "fair share fee" determined pursuant to the Pennsylvania Employee Fair Share Fee Law. All issues relating to the amount and payment of fair share fees shall be resolved between the Association and the nonmember police officers as provided in the Fair Share Fee Law without the intervention or participation of the Township. Upon receipt from the Association of a certified written statement of the names of nonmembers obligated to pay a fair share fee, the amount of the fee and a reasonable schedule for deducting the fee from the wages or salary of the nonmember, accompanied by a written authorization signed by such nonmember, the Township agrees to deduct biweekly the fee

from each such officer's wages or salary and remit the aggregate amount deducted to the Association by the fifteenth (15th) day of the month following the month in which the fees were deducted. A nonmember's written authorization for the deduction of fair share fees shall remain in full force and effect during the period of this Agreement unless revoked by written notice to the Township and to the Association president. The association will indemnify, defend and hold the Township harmless from any liability, including costs of litigation, from any claims, grievances and law suits instituted against the Township as a result of any fair share fees deduction.

ARTICLE III - CONTRACT TERM

This contract shall be for a period of four (4) years, commencing on January 1, 2013 and ending on December 31, 2016.

ARTICLE IV - SALARY

This contract shall include the following schedule for salary increases:

Police Officer

	2013 (2%)	2014 (2.5%)	2015 (2.75%)	2016 (2.75%)
Start (without Act 120 Training)	\$44,327	\$45,435	\$46,684	\$47,968
Start (with Act 120 Training)	50,081	51,333	52,745	54,195
1 Year	53,657	54,998	56,510	58,064
2 Years	58,665	60,132	61,786	63,485
3 Years	62,958	64,532	66,307	68,130
4 Years	71,520	73,308	75,324	77,395
5 Years	76,551	78,465	80,623	82,840

The Chief of Police, with the approval of the Township Manager, shall have the right to place a newly-hired police officer who is certified and/or Act 120 trained, on a wage scale based upon either previous years of service or previous wage level with another police department. However, the newly-hired officer shall not be placed any higher than the wage scale for an officer with two (2) years service in the Township.

"Detectives" - Patrolmen assigned as full time criminal investigators shall serve in such capacity at the discretion of the Chief of Police and shall receive the title "Detective" during such assignment and shall receive \$1,000 per year over the current base pay of the top police officer within the applicable pay schedule as shown in Article IV. Due to this position not being one with tenure, should the Detective move out of this assignment, his pay shall revert back to his normal rate upon such move.

Corporal: Corporals shall have a base pay of five (5%) percent per year over the current base pay of a five (5) years of service police officer as shown in the foregoing schedule.

Sergeant: Sergeants shall have a base pay of ten (10%) percent per year over the current base pay of a five (5) years of service police officer as shown in the foregoing schedule.

ARTICLE V - LENGTH OF SERVICE BONUS/LONGEVITY PAY

In recognition for long and faithful service to the Township, all police officers shall receive a length of service bonus payment for completed years of service on the next pay day following the anniversary of each eligible officer's full time hiring date in accordance with the following table. Commencing with the first pay day following the officer's anniversary date, he/she shall receive an annual longevity hourly rate of pay increase for the succeeding anniversary year and thereafter in accordance with the table. It is agreed that the hourly rate of pay increase is determined by dividing the annual longevity pay increase by 2,080 hours carried to the third decimal point.

Beginning Year of Service	Length of Service Bonus Payment	Annual Longevity Pay Increase	Annual Longevity Hourly Rate of Pay Increase
5	\$300	\$300	\$0.144
6	470	470	0.226
7	640	640	0.308
8	810	810	0.389
9	980	980	0.471
10	1,150	1,150	0.553
11	1,320	1,320	0.635
12	1,490	1,490	0.716
13	1,660	1,660	0.798
14	1,830	1,830	0.880
15	2,000	2,000	0.962
16	2,170	2,170	1.043
17	2,340	2,340	1.125
18	2,510	2,510	1.207
19	2,680	2,680	1.288
20	2,850	2,850	1.370
21	3,020	3,020	1.452
22 or more	3,050	3,050	1.466

ARTICLE VI - WORK SCHEDULE

The annual schedule or any changes thereto shall be established by the Chief of Police except as noted in Paragraph G of this Article. The following terms and conditions shall be deemed to have the stated meanings, unless the context of same clearly imparts a different meaning and intent:

- A. Annual Schedule - On or about the first (1st) day of January of each calendar year, the Chief of Police shall post a projected annual work schedule for the

department. Such schedule shall clearly state officer's work days (on-duty) and non-work days (off-duty), the work shift for each day, and shall consist of continuous cycling work periods.

- B. Work Period - Each Patrol Officer, Detective, Corporal or Sergeant shall have a work period that is in compliance with the Federal Fair Labor Standards Act (FLSA).
- C. Work Week - A work week shall consist of the seven (7) day period from Monday to Sunday, inclusive. Each officer shall work an average of forty (40) hours per week averaged over the work period.
- D. Work Shift - A work shift shall be a continuous eight (8) hour period, normally occurring between the hours of 12:01 a.m. and 12:00 a.m. (midnight to midnight). However, when a work shift shall evenly span two (2) days, such work shift shall be charged against the day in which it commences. Likewise, when a work shift shall unevenly span two (2) days, such work shift shall be charged against the day in which the majority of the work shift time occurs. Each officer shall normally be assigned to only one (1) work shift per calendar day.
- E. Auxiliary Schedule - The Chief of Police shall have the authority to provide for a separate non-projected auxiliary schedule for any officer(s) who shall be employed by the department to substitute or augment current staffing needs. Said officer(s) shall be scheduled according to the needs of the department with consideration of existing language provided within a work period. This schedule position shall be filled by the officer(s) ranking lowest in seniority unless otherwise bid by another officer regardless of rank, with more seniority. Bidding shall occur as announced with any new hire and/or when annual work schedules are projected. Such auxiliary schedule shall remain in effect until the next new hire or calendar year, at which time said auxiliary schedule would revert to the officer of lowest seniority.
- F. Schedule Change for Court or Training - The Chief of Police shall be invested with the discretion and authority to change an officer's schedule, where necessary and practicable to permit court appearances or training to be attended during normally scheduled work/court hours. The intent of this provision is to permit the officer(s) to attend judicial proceedings or training, when feasible; during normally scheduled work/court hours in lieu of their regularly scheduled tour of duty or an extension thereof.
- G. Schedule Revisions - The Police Chief, with approval of the Township Manager, may prescribe different shift structures, such as 10 hour or 12 hour shifts. Said shift structure shall be reviewed and approved by a majority vote of Active Association members.

ARTICLE VII - OVERTIME

An officer shall be paid at a rate of one and one-half (1.5) times the officer's then applicable hourly rate for all time worked in excess of eight (8) hours per work shift or the average of forty (40) hours per week during the aforesaid work period. An officer's applicable hourly rate of compensation shall be determined by dividing the annual salary by the sum of two thousand eighty (2,080) hours. No overtime shall be worked unless an officer has specific authorization to do so by the Chief of Police, Lieutenant, Sergeant, Corporal, shift supervisor, or if none, the senior Patrolman on duty. If a ten (10) or twelve (12) hour work shift is instituted, overtime would be paid for all time worked in excess of the respective ten (10) or twelve (12) hour work shift or the average forty (40) hour work week.

ARTICLE VIII - COMPENSATORY TIME

Upon mutual agreement between an officer and the Chief of Police or his designee, an officer may utilize "compensatory time". Compensatory time which occurs as a result of overtime work shall be computed at the rate of one and one-half (1.5) hours of compensatory time for each hour of overtime worked. Compensatory time earned at 1.5 hours per hour of overtime worked is in lieu of premium pay for the overtime hours worked. Compensatory time will be utilized only upon the discretion and the prior approval of the Chief of Police or his designee and shall in no way interfere with the minimum scheduling needs of the department as determined by the Chief of Police or his designee. Compensatory time may be accrued to a maximum of 40 hours, after which the officer will be compensated via the normal overtime procedure.

Compensatory time accrued must be utilized within six (6) weeks of its accrual. If not utilized within this six (6) week period, the officer will be paid via the normal overtime manner. At no time will an officer receive approval for compensatory time if that "leave" would cause a manpower shortage on the schedule requiring overtime to be paid to rectify the manpower shortage. Also, compensatory time will not be accrued or granted for either off duty court appearances, or for overtime worked for a period of less than one (1) hour. No compensatory time shall be earned unless the overtime is authorized specifically by the Chief of Police, Lieutenant, Sergeant, Corporal, Shift Supervisor, or if none, the senior Patrolman on duty.

ARTICLE IX - CALL TIME

In the event that an officer shall be recalled to an on-duty status after having worked a regularly scheduled work shift, and having departed the Township premises, such officer shall be compensated for a minimum of four (4) hours, or the actual number of hours worked, whichever is greater, at overtime rate; provided, however, that such overtime rate of pay shall only apply to those hours worked in excess of such regularly scheduled work shift. The four (4) hour provision stated above shall not apply to overtime work hours which are contiguous to a regularly scheduled work shift.

ARTICLE X - COURT TIME

Any appearances, of whatever nature, in any judicial or administrative proceeding, except as hereinafter provided, which arises by virtue of an officer's performance of duty, shall be deemed to be work time, and as such, an officer shall be compensated at his regular or overtime rate, as the case may be. Off duty compensation shall be paid at the overtime rate for the actual number of hours worked, with a minimum guarantee of two (2) hours pay for those court appearances contained in paragraph A below, and a minimum guarantee of two (2) hours pay for those court appearances described in paragraph B below.

- A. District Justice's Court, Civil Hearings, School Board Hearings and other administrative hearings.
- B. Court of Record (criminal, summary appeals and juvenile court)

When appearance start times are separated by less than one (1) hour, then the minimum guarantee only applies to the first appearance.

Furthermore, should an off duty officer be required to attend multiple court appearances separated in start time by one (1) hour or longer, off duty compensation, as previously described, shall be paid at the appropriate rate, whichever applies, for each and every appearance.

Further provided, that when an officer has been required to attend court in the morning and remain available until the lunch recess, the amount of time of the lunch recess shall be deducted, without consideration of compensation, from the actual hours worked. Such court time provision shall not apply to any officer who is appearing in any administrative proceeding in which the officer is the subject of disciplinary action.

ARTICLE XI - OFFICER IN CHARGE (OIC)

A Patrol Officer, who is appointed Officer in Charge of a shift by the Chief of Police or his designee for a period of two (2) hours or more, shall receive a five percent (5%) per hour increase over the Officer's base hourly rate. Said base rate shall be based upon the annual salary as listed in the Table in Article IV of this agreement. OIC pay will not be considered as part of the W-2 wages for pension calculation.

ARTICLE XII - HOLIDAYS

- A. Except as provided in Paragraph B of this Article, each police officer shall receive an additional eight (8) hours of pay at his or her applicable hourly rate for each of the following holidays regardless whether the officer actually works on such holiday. The holidays are as follows:

New Year's Day	Labor Day
Martin Luther King Day	General Election Day
President's Day	Thanksgiving
Good Friday	Christmas Eve
Easter	Christmas Day
Memorial Day	Officer's Birthday
Independence Day	

B. The holiday pay provided in Paragraph A of this Article shall not be paid to the following officers:

1. Officers who have been employed by the Township for a period of less than ninety (90) days.
2. Officers who are assigned to attend a school or other course of instruction on the date of the holiday, unless such officer completes forty (40) hours of duty in the work week in which the holiday occurs. To the extent consistent with Article VII of this Agreement, each such officer will be given an opportunity to complete a forty (40) hour work week.
3. Officers who are on unpaid leave on the date of the holiday, including leave under the Family and Medical Leave Act (FMLA), other voluntary unpaid leave, military leave or disciplinary leave in excess of five (5) continuous working days. However, an officer may not lose payment for more than one holiday during a single period of suspension.

ARTICLE XIII - PERSONAL LEAVE

Each officer shall be entitled to three (3) personal days per calendar year after ninety (90) days of full-time employment. Personal leave shall be paid time off duty, and may be utilized by the officer for any reason. A request for the use of personal leave shall be granted by the Chief of Police upon request, unless the bona fide staffing needs of the department require otherwise. Requests for personal leave shall be written and transmitted to the Chief of Police or his designee.

ARTICLE XIV - SICK LEAVE

A. Except as provided in Paragraph B of this Article, each police officer shall accrue paid sick leave at the rate of one and one-third (1 1/3) days per month of service during each calendar year. Officers shall be permitted to accumulate unused sick leave to a maximum of two hundred thirteen (213) working days; provided, however, that in no event shall an officer be permitted to carry over more than one hundred ninety-five (195) unused sick leave days from one calendar year to the next calendar year. On or before January 30 of each year, the Township

shall provide each officer with a statement showing such officer's accumulated unused sick leave as of December 31 of the preceding year.

- B. Sick leave shall neither accrue nor be paid to an officer who is on unpaid leave under the Family and Medical Leave Act, other voluntary unpaid leave, military leave or disciplinary leave in excess of five (5) continuous working days.
- C. The payment of sick leave shall be subject to the following:
1. Sick leave may be used by an officer for his or her own injury or illness verified to the Chief of Police in such manner as the Chief shall reasonably require as set forth in the Police Department Sick Leave Policy accepted September 12, 2000, as restated May 15, 2003.
 2. Sick leave may be used in two (2) hour increments for the purpose of an officer keeping a scheduled appointment with a health care provider.
 3. Where injury or illness in an officer's immediate family reasonably requires the officer's absence from work, verified to the Chief of Police in such manner as the Chief shall reasonably require, an officer may use not more than four (4) days of accumulated sick leave during each calendar year for such purpose. In the sole discretion of the Township Manager, an officer may be granted and use up to six (6) additional days of family sick leave from such member's accumulated leave. "Immediate family" as used in this paragraph shall mean a spouse, children, step-children, parents, step-parents, current mother-in-law and current father-in-law.
 4. While on sick leave, an officer shall not engage in other employment for remuneration, or in any other activity which could impair or prolong the officer's recovery from the injury or illness for which the sick leave is being used.
 5. If an employee is absent on unpaid leave for less than half of the month, he/she will continue to accrue sick leave for that month. If an employee is on unpaid leave for more than half of the month, he/she will not accrue sick leave for that month.
- D. Sick leave shall be subject to the following additional requirements:
1. Employees who use three or more sick days which fall on the last day or first day of such employee's work week within any 12 month period that are undocumented with a health care provider's memoranda or verified to the satisfaction of the employee's department supervisor, will have to provide a health care provider's written excuse for any future absences on such days.
 2. Employees using 10 or more sick days within any 12 month period that

are undocumented with a health care provider's memoranda or verified to the satisfaction of the employee's department supervisor, will have to provide a health care provider's written excuse for future absences of any length.

3. Employees on sick leave for three or more days must provide a health care provider's certificate upon return to work.
 4. Employees using family sick leave for three or more days must provide a health care provider's memoranda verifying the illness of the family member.
 5. Employees using sick leave for medical appointments during the workday must provide a health care provider's memoranda verifying the appointment.
 6. Memoranda of a health care provider satisfying the verification requirements of this policy include, but are not limited to, a statement on the stationery of the health care provider verifying the illness, injury or appointment; a health care provider's invoice stating the service provided to the employee or family member; or any other statement bearing the signature (genuine, facsimile or per an authorized representative) of the health care provider.
 7. Any abuse of this sick leave policy may subject the employee to disciplinary action.
- E. The Township Sick Leave Pool has been discontinued and eliminated.
- F. The Township shall follow the Family and Medical Leave Act provisions and Statutes, as amended.

ARTICLE XV - COMPENSATION FOR UNUSED SICK LEAVE UPON RETIREMENT

Upon retirement, an officer shall receive compensation for the value of his total accumulated unused sick leave accrued in the final 36 months of employment. During such period, sick leave will be accumulated, used and/or lost on a first in, first out basis. Such compensation shall not exceed the value of 19.5 days and shall be reported on his W-2 form for the year of his retirement.

ARTICLE XVI - EDUCATIONAL INCENTIVE

The Township encourages police officers to attain higher education degrees from accredited institutions of higher learning. Officers having or attaining degrees will be rewarded with an annual pay increase as follows:

Associate Degree - \$200
Baccalaureate Degree - \$350

It is agreed that the hourly rate of pay increase for education incentive shall be determined by dividing the applicable amount stated above by 2,080 hours carried to the third decimal point. For an Associate Degree the hourly increase is \$0.096 and for a Baccalaureate Degree the hourly increase is \$0.168.

ARTICLE XVII - TRAINING

The Township will reimburse a maximum of \$5 per officer per day for lunches when an officer is out of the Township for training, not to include training requiring overnight lodging. All reimbursement will be made only upon proper expense verification. All such reimbursement requests will be made no later than thirty (30) days after the last day of the training attended.

ARTICLE XVIII - VACATION LEAVE

Each officer shall be granted paid vacation leave in accordance with the following schedule:

After 1 year of continuous service	5 working days
After 2 years of continuous service	10 working days
After 5 years of continuous service	15 working days
After 10 years of continuous service	20 working days
After 20 years of continuous service	23 working days
After 25 years of continuous service	25 working days

An officer can use up to five (5) vacation days as single days. A maximum of 5 unused vacation days may be carried over to the following year should an officer choose to do so.

Employee shall not use vacation leave if on unpaid leave, including military, disciplinary or discretionary leave.

ARTICLE XIX - LIFE/DISEMBLEMENT INSURANCE

The Township shall provide a life insurance policy for all officers, at no cost to such officers, after ninety (90) days of full-time employment, in the face amount of \$50,000 which policy has a double indemnity provision and dismemberment provision.

ARTICLE XX - MEDICAL AND HEALTH INSURANCE

Springettsbury Township shall provide all full-time officers and eligible dependents with health benefits after ninety (90) days of employment, including a medical plan, dental plan, prescription drug plan, and vision plan as referenced in the Summary Plan Description(s).

As a condition for receiving medical benefits, officers will be required to complete a verification form provided by the Township up to twice a year certifying whether they, their spouse, or eligible dependent is or is not eligible to receive any medical benefits from any other source. Falsification of the verification form may be cause for immediate and permanent termination of medical coverage.

A. Medical and Hospitalization Insurance. The Township shall provide each officer and eligible dependents with a PPO plan as currently offered by the Township.

1. Medical premium co-pay effective January 1, 2013 shall be as follows:

	2013 Monthly Co-Payment
Single	\$29.50
Two Party	55.50
Family	58.50

In years 2014, 2015 and 2016 the co-payment will increase as the total health insurance premium paid by the Township increases as follows:

If monthly premium increases by the following percentages:	The monthly co-payment by employees will increase:
0.00% to 2.49%	\$1.00
2.50% to 4.49%	1.50
4.50% to 6.49%	2.00
6.50% to 8.49%	2.50
8.50% to 10.49%	3.00
10.50% to 12.49%	3.50
12.50% to 14.49%	4.00
14.50% to 16.49%	4.50
16.50% to 18.49%	5.50
18.50% to 20.49%	6.00

The annual co-payment increase will not exceed \$6.00 per month more than the previous year for years 2014, 2015 and 2016.

2. The co-payment will be divided into two equal payments and made by payroll deduction twice per month. At the option of the officer, the co-payment may be deducted prior to taxes.

B. Office Co-Pay per Visit:

2013 through 2016

Primary	Specialist
\$15.00	\$20.00

C. Dental Insurance. The Township shall provide each officer and eligible dependents, at no cost to such officer, with a comprehensive dental insurance program which shall include orthodontic coverage of up to \$2,000 per person, per lifetime.

D. Vision Insurance. The Township shall provide each officer and eligible dependents, at no cost to such officer, a vision care insurance program. This plan will set the wholesale frame allowance at \$50. Also, the vision exam for non-member doctors will be payable at UCR rates.

Vision care will be in accordance with the current Vision Benefits of America's Plan C, or its equivalent, which allows for exams, lenses, and contacts every 12 months. The current policy upgrades will remain in effect, but the allowance for contacts shall be \$150.

E. Prescription Drug Plan. The Township shall provide each officer, and eligible dependents, after ninety (90) days of full-time employment, with a prescription drug plan, which contains co-pays for each prescription or prescription renewal listed below:

**Per-Prescription Formulary Co-Pay
 2013**

	Retail (up to 30 day supply)	Mail (up to 90 day supply)
Generic	\$15.00	\$30.00
Brand Preferred	20.00	40.00
Brand Non-Preferred	28.00	56.00

**Per-Prescription Formulary Co-Pays
 2014 through 2016**

	Retail (up to 30 day supply)	Mail (up to 90 day supply)
Generic	\$10.00	\$20.00
Brand Preferred	25.00	35.00
Brand Non-Preferred	35.00	56.00

ARTICLE XXI - DISABILITY

Long Term Disability Insurance -The Township will provide each officer, who has completed ninety (90) days of service, with long term disability insurance coverage. The terms, conditions, qualifications, amount and duration of benefits shall be solely determined by the long term disability insurance carrier. Future revisions to the booklet may be made as required by the insurance company, however, benefits may not be arbitrarily reduced and the maximum monthly benefit will be increased, as needed, to allow for the payment of 60% of the eligible officer's basic monthly earnings. Basic monthly earnings shall be defined as the officer's base salary in effect at the time the officer commences leave pursuant to the long term disability policy. Officers shall not be eligible to receive long term disability insurance benefits until they have fully used all available sick leave benefits.

If any officer who is receiving long term disability benefits pursuant to this Article is also approved for the receipt of unemployment compensation benefits, the disability benefits payable shall be offset by the amount of unemployment compensation benefits received by the officer.

While receiving long term disability insurance benefits, an officer shall not engage in other employment that could hamper the officer's recovery from injury or illness or prolong his/her ability to return to performing police duties.

ARTICLE XXII - DURATION OF LEAVE

Any police officer who is unavailable to return to work after one year of approved leave may be honorably discharged from Township employment. This one year period shall run from the date that the officer becomes unavailable for work. An officer becomes unavailable for work effective the last full day the officer was performing his or her assigned duties prior to going out on leave. During the leave, the officer shall cooperate with the Township's leave policies, and consistent with the Township's leave policies and the Collective Bargaining Agreement, may use any accrued available paid leave, prior to being discharged.

The officer shall also provide updated medical information as it becomes available and remain in communication with the Township during his or her leave in order to advise the Township of any change in condition. The Township will promptly review all medical information to determine whether the officer would be able to return to available police positions with or without a reasonable accommodation. The officer should immediately inform the Township if he or she is able to return to Township employment with or without a reasonable accommodation. The officer shall have a duty to provide the Township with a medical report, providing the officer's medical prognosis and an opinion as to if and when the officer will be able to return to full duty police work. Any and all restrictions shall be provided by the officer's physician.

Should the officer's leave continue longer than thirty consecutive calendar days the officer shall provide an updated report every thirty calendar days thereafter providing a

prognosis for return to work and any and all restrictions. Township provided health benefits shall continue during this one year period provided that the officer continues to pay all required co-pays and deductibles.

ARTICLE XXIII - LIABILITY INSURANCE

The Township shall continue to provide each officer with professional liability insurance coverage, at no cost to such officer, in a minimum amount of one million dollars (\$1,000,000) per incident, for any claims of liability on account of false arrest or other civil action arising out of the officer's performance of his duty.

ARTICLE XXIV - INSURANCE BENEFITS AFTER RETIREMENT/DISABILITY

An officer retiring during the term of this contract, having met the requirements of "Normal Retirement" as described in the Police Pension Ordinance {No benefits shall be provided until the retired officer reaches age fifty (50) after having completed twenty-five (25) years of service (superannuation date)}, or who has become permanently disabled as a result of a work-related injury, shall be entitled to continue to receive all medical, hospital, dental, prescription drug and vision care insurance currently provided to active officers, subject to the following conditions:

- A. The retiree or disabled officer shall pay to the township on a monthly basis, an amount equal to twenty percent (20%) of the cost of any insurance premiums, to include medical, dental, prescription, and vision, which the Township would pay on behalf of the retiree for such insurance. Retirees are responsible for all deductibles and co-pays listed in Article XIX. If a retiree or disabled officer elects prescription only coverage, then they shall pay an amount equal to seventy-five percent (75%) of the cost of any insurance premium and are responsible for all deductibles and co-pays listed in Article XIX.
- B. This coverage is for the retiree or disabled officer, their spouse and any eligible dependents for a period of either ten (10) years of benefits received, or the recipient reaching Medicare eligibility; whichever occurs first.
- C. A retired officer shall not be eligible for medical insurance coverage under this Article if such officer has available to him/her coverage comparable to that provided by the Township at no greater cost to the officer or his/her spouse under a plan sponsored by the officer's then employer or his/her spouse's employer. Each retired officer shall, at the request of the Township, made not more than twice in any calendar year, certify to the Township whether or not he/she is eligible for such other insurance coverage. Any question concerning an officer's eligibility for other insurance coverage or its comparability to the Township's coverage shall be resolved by an independent insurance consultant agreed upon by the Township and the Association. Such consultant shall be paid by the Township.
- D. If a retired officer loses his/her eligibility for Township insurance coverage under

this Article as a result of his/her eligibility for comparable coverage pursuant to Paragraph C above, and such officer thereafter loses his/her eligibility for that coverage, such officer shall, upon request, be immediately readmitted to the plan of the Township in which he/she was participating at the time he/she lost eligibility pursuant to Paragraph C. In such case, the retired employee shall pay an amount equal to twenty-five percent (25%) of the cost of any insurance premiums, to include medical, dental, prescription, and vision, which the Township would pay on behalf of the retiree for such insurance. Any readmission to the plan shall be subject to the time limits listed in paragraph "B" above.

- E. A retiree/disabled officer and/or their spouse and eligible dependents may continue to receive Township health care benefits beyond the time period specified in Paragraph B of this Article, however said coverage shall not continue beyond Medicare eligibility, providing that the recipient shall pay the Township one-hundred five percent (105%) of the cost of any insurance premium and are responsible for all deductions and co-pays listed in Article XIX.

ARTICLE XXV – SURVIVOR’S INSURANCE BENEFITS

A. Survivor Benefits – Retired/Disabled

A retired/disabled officer’s spouse and/or eligible dependents shall continue to receive Township health care benefits following the death of the retiree, subject to the limitations specified in paragraphs A, B and E of Article XXIII. Coverage for the spouse shall continue until the spouse becomes eligible for coverage under Medicare and/or Medicaid or remarries. Coverage for any dependents shall continue until they are no longer eligible as a dependent as defined under the current insurance plan.

B. Survivor Benefits – Officer Killed in the Line of Duty

The surviving spouse and/or eligible dependents of an active officer killed in the line of duty shall be entitled to receive health benefits equivalent to and under the same obligations/requirements (including contributions, co-pays, etc.) as active officers. As the health benefits and obligations/requirements for active officers change, the benefits and obligations/requirements for the spouse shall likewise change correspondingly. The surviving spouse and/or eligible dependents shall not be eligible for medical insurance coverage under this Article if such surviving spouse or eligible dependent has available to him/her coverage comparable to that provided by the Township at no greater cost to the surviving spouse or eligible dependent. The spouse’s entitlement to such benefits shall cease upon remarriage, death, or Medicare eligibility. Any dependent(s)’ entitlement to such benefits shall cease when they are no longer defined as dependents under the terms of the applicable insurance policy.

ARTICLE XXVI- MEDICAL INSURANCE CARRIERS

The Township shall be permitted to engage a different medical insurance carrier to provide the aforesaid insurance benefits, only after notifying the Association, in writing, at least two (2) weeks in advance of such change. The Association reserves the right to challenge the selection of a different insurance carrier, if the benefits provided by such carrier are not equivalent. This Article shall not be interpreted as affecting the Township's rights to select a third party benefits administrator at its sole discretion.

ARTICLE XXVII - CLEANING ALLOWANCE

Each officer shall receive \$400 by separate checks in each contract calendar year to help defray the cost of cleaning and laundry of authorized or assigned uniforms or other clothing. The payment shall be made by February 28th of each contract year. Each officer shall be held responsible for maintaining a proper standard of appearance and cleanliness. In the event an officer shall terminate employment with the Township prior to the expiration of a contract calendar year, the officer shall repay the Township for that part of such cleaning allowance which is appropriate to the remaining un-served portion of the contract year. A prorated payment shall be made to an officer who leaves active service after January 1st but before February 28th for any reason other than involuntary termination.

ARTICLE XXVIII- PLAIN CLOTHING ALLOWANCE

Any police officer who holds the title of Detective or who is the supervisor in charge of the Criminal Investigation Division of the Police Department and is authorized or directed by the Chief of Police to wear plain dress clothing during such officer's regularly scheduled work shift shall receive a clothing allowance of \$600 per calendar year to help defray the cost of such clothing. The payment shall be made by February 28 of each calendar year by separate check. Proof of purchase in the form of vendor's receipts must be presented to the Township's Finance Department on or before November 30 of each year. On or before December 31 of each year an officer receiving the allowance shall reimburse the Township for any amount not proven to have been used for the purchase of clothing as of November 30 of that year.

In the event that an officer receiving a plain clothing allowance shall terminate his/her employment with the Township prior to the end of the calendar year for which it was paid, such officer shall reimburse the Township on a monthly pro rata basis for the period following such termination. A prorated payment shall be made by the Township to an officer entitled to the allowance who leaves active service after January 1, but before February 28 of a calendar year for any reason other than involuntary termination.

ARTICLE XXIX- DAMAGED CLOTHING

The Township will reimburse an officer for the replacement value of personal property which is damaged or destroyed other than by the officer in the course of the officer's

duty in an amount not to exceed \$100 per occurrence. If restitution is made to the officer, the officer shall immediately deliver the payment to the Township.

ARTICLE XXX- BEREAVEMENT LEAVE

Each officer shall be granted paid bereavement leave in accordance with the following schedule and conditions:

- A. Immediate Family. In the case of a death of a member of the officer's immediate family, the officer shall be relieved from scheduled duties without loss of pay from the day of the death through the day after burial, for a period not to exceed five (5) days. Immediate family is defined as follows:

Immediate Family

Spouse, Child, Step-Child, Father, Mother
Brother, Sister, Current Father-in-Law, Current Mother-in-Law
Grandchildren

- B. Next of Kin. Following the death of a next of kin, the officer shall be relieved from scheduled duties without loss of pay for up to three (3) days to attend the funeral. Next of kin is defined as follows:

Next of Kin

Uncle, Aunt, Grandparents
Current Brother-in-Law, Current Sister-in-Law
Current Grandparents-in-Law

- C. In the event of a death the employee shall be given time off with pay according to the schedule provided for the express purpose of arranging and/or attending services for the deceased. The employee will be paid up to the maximum number of days providing the period between the day of death and the day of the services are working days. The day after the funeral services will be considered the final day of eligibility. If less than five of the days between the day of the death and the day of the services are working days, the employee shall nonetheless be guaranteed a maximum of three (3) days pay, based on the above schedule of bereavement leave.

Compensation under this Article shall not be paid while an employee is not working due to a bona fide layoff, paid or unpaid leave of absence, compensable or non-compensable illness or injury. Bereavement leave of three (3) or more consecutive days shall not be considered as time worked for the purpose of computing premium time within a work week.

Request for time off shall state relative, relationship to employee and date and place of funeral. A leave slip shall be submitted by the Police and forwarded to

the Human Resources Office. Immediately upon receiving notification of the death in an employee's family, the supervisor will notify the Human Resources Office.

ARTICLE XXXI- PENSION BENEFITS

A. Springettsbury Township's Police Pension Death and Disability Fund established (and re-established) by Ordinance 77-06 as amended shall remain in full force and effect during the term of this Agreement.

B. Member Contributions. Member contributions beginning January 1, 2013 shall be determined as follows:

1. If the Township's Minimum Municipal Obligation (MMO) cannot be fully funded by State Aid as calculated by the Township's Finance Department pursuant to Act 205, the difference between the MMO and the State Aid shall be contributed by the members, subject to the limitation set forth in subparagraph 3 below:

2. The aggregate amount required to be contributed by the members shall be apportioned among the members based upon the member's W-2 compensation and shall be stated as an equal percentage of each member's W-2 compensation. Such percentage shall be deducted from the member's pay and deposited into the fund.

3. The maximum contribution of each member during 2013, 2014, 2015 and 2016 shall not exceed a percentage of the member's W-2 compensation as follows:

Year	2013	2014	2015	2016
Member Contribution	5%	5%	5%	5%

Any unfunded balance of the Township's MMO, after State Aid and Member Contribution, shall be paid by the Township from its General Fund.

C. Military Buy-Back. Any member of the police force who was not employed or employed for less than six months by the municipality prior to entering military service shall be entitled to purchase full service credit for each year of military service or fraction thereof, not to exceed five years. The amount due for the purchase of credit for military service other than intervening military service shall be computed by applying the average normal cost rate for borough and township police pension plans as certified by the Public Employees Retirement Study Commission, but not to exceed ten (10%) percent, to the member's average annual rate of compensation over the first three years of municipal service and multiplying the result by the number of years and fractional part of a year of creditable non-intervening military service being purchased, together with interest

at the rate of four and three quarter (4¾) percent, compounded annually from the date of initial entry into municipal service to the date of purchase.

- D. Length of Service Increment. A length of service increment of \$50 per year for each year of service beyond twenty-five (25) years will be provided as part of the pension. The length of service increment will be paid monthly in addition to the regular pension payment. The length of service increment may not exceed \$100 in monthly compensation.
- E. Cost of Living for Retired Police Officers. A cost of living adjustment will be awarded automatically after five (5) years have elapsed from the date of retirement of each retiree and, thereafter, an additional cost of living adjustment will be awarded annually on the retiree's retirement anniversary date. The cost of living adjustment(s) shall be in accordance with Act 600, as amended.
- F. Early Retirement Benefit. A request for early benefit may be submitted by a member, or the eligible survivors of a deceased member who has completed twenty or more years of service prior to the completion of his/her superannuation retirement age and service requirements and who files a written application for an early retirement benefit with the governing body of the municipality. The early retirement benefit shall become effective as of the date the application is filed with the governing body or the date designated on the application, whichever is later, and shall be the actuarial equivalent of a partial superannuation retirement benefit calculated as follows:
1. A partial superannuation retirement benefit shall be determined by applying the percentage that the member's years of service bear to the years of service that the member would have rendered had the member continued to be employed until his superannuation retirement date to the gross pension amount calculated using the monthly average salary during the appropriate period prior to his termination of employment.
 2. The actuarial equivalent of the partial superannuation retirement benefit shall be determined by actuarially reducing the partial superannuation retirement benefit to reflect that it will commence on the effective date of the early retirement rather than on the date on which the member would have completed superannuation age and service requirements. The actuarial reduction shall be calculated using the actuarial assumptions reported in the last actuarial valuation report filed with the Public Employee Retirement Commission under the act of December 18, 1984 (P.L. 1005, No. 205), known as the "Municipal Pension Plan Funding Standard and Recovery Act."

Post retirement health care benefits shall not be provided until an officer has met the requirements of "Normal Retirement" as described in the Police Pension Ordinance or who has become permanently disabled as a result of a work-related injury.

- G. Township and Association agree that should State Aid be withheld from the Township as a result of the payment of excess benefits from the Police Pension Death and Disability Fund pursuant to this or any prior collective bargaining agreement, the Township and the Association agree to share such shortfall on an equitable basis determined by negotiations or upon the failure of such negotiations, by an Act 111 arbitration panel.

ARTICLE XXXII – VACATION LUMP SUM PAYMENT

Upon retirement, an officer may elect to be paid in a lump sum (reported on his W-2 form for the year of his retirement) the current value of unused vacation leave for the previous 36 months of employment.

ARTICLE XXXIII - GRIEVANCE PROCEDURE

For the purpose of this Article, the term "grievance" means any disagreement or dispute between the Township and the Association which involves the interpretation of the meaning of this agreement, or of its application, or of a claim of violation of the agreement, and all disputes over matters involving the Heart and Lung Act. Disputes involving an officer's rights under the Police Tenure Act are excluded from this Article. The term grievant shall include the Association, acting as a unit, and/or the representative of the grievant choice. The grievance procedure shall be expanded to cover all disputes over matters involving the Heart and Lung Act. Each grievance shall be processed in accordance with the following steps:

STEP ONE

The grievance shall be in writing, shall state the grievance in full and the redress sought, and shall be filed with the Chief of Police within ten (10) days after the event occurred which caused the grievance, or the first day on which the officer had knowledge of the occurrence of the grievance, whichever is later. Every possible effort shall be exercised by the Chief of Police and the grievant to resolve the dispute at this level. The Chief of Police shall respond, in writing, to the grievant within ten (10) days after having received the grievance.

STEP TWO

If the grievance has not been satisfactorily resolved at *Step One*, the grievant may appeal to the Township Manager. The appeal shall be in writing, shall state the grievance in full and the redress sought, and shall be filed with the Township Manager within ten (10) days after the date the response at *Step One* was due.

The Township Manager and the aggrieved officer shall make every effort to resolve the dispute at this level. The Township Manager shall respond to the grievant, in writing, within ten (10) days after having received the appeal.

STEP THREE

If the grievance has not been satisfactorily resolved at *Step Two*, the grievant may appeal, requesting arbitration. The notice of intent to appeal shall be in writing, shall state the grievance in full and the redress sought, and shall be filed with the other party within ten (10) days after the date the response at *Step Two* was due.

Except as otherwise provided herein, the arbitration of the grievance shall be conducted in the manner set forth in Act 111. The arbitration shall be by a single arbitrator selected by the procedure provided in Act 111 for selecting the impartial arbitrator.

The arbitrator shall neither add to, subtract from, nor modify the provisions of this agreement or of prior agreements or awards. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issue not so submitted to him.

The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall be requested to issue a decision within thirty (30) days after the date of the hearing or the receipt of the transcript of the hearing.

All of the time limits involved may be extended by mutual agreement of the parties.

All fees and expenses of the arbitrator shall be paid by the unsuccessful party, as determined by the arbitrator. Each party shall bear the cost of preparing and presenting its own case. Should either party desire a stenographic record of the proceedings, that party shall pay the entire cost of the record and make a copy available without due charge to the arbitrator.

An aggrieved officer or his representative, if an officer, shall be granted reasonable time during working hours, without loss of pay or leave time, if required, to process the grievance in accordance with this provision.

If the Chief of Police or the Township has a grievance, it shall be processed in a manner similar to *Step Two* to the chairman of the Association and if not resolved at *Step Two*, then to arbitration, as provided in *Step Three*.

ARTICLE XXXIV - DISCIPLINE FOR JUST CAUSE

Officers who have completed their probationary period may be disciplined for just cause only.

ARTICLE XXXV - OUTSIDE EMPLOYMENT

Except as hereinafter provided, upon written notification and proper disclosure to the Chief of Police, an officer may engage in outside employment as an independent contractor or as an employee of a private employer. Any outside employment shall be considered secondary to the officer's primary employment with the Township.

A. Prohibited Outside Employment. Any outside employment of the following kinds or nature shall be prohibited:

1. Employment which interferes with the proper and effective performance by the officer of such officer's Township position, its duties and responsibilities.
2. Employment which results, or by its nature, can reasonably be anticipated to result in an actual conflict between the private interest of the officer or the private employer and the officer's public interest or responsibility as a Township officer.
3. Employment which is of such a nature that its performance may reasonably be construed by the general public to be an official or authorized act of the Township.
4. Employment which involves in its attainment, or in its performance, the use of Township time, facilities, equipment, materials or supplies of any kind or nature.
5. Employment which involves the use of official information of the Township from its files, or known to the officer by virtue of his Township employment and which is not normally available to the general public.
6. Employment that is of such nature as the officer would be expected to perform it as a part of his regular Township duties.
7. Employment by another municipality, in the same or in a similar capacity as the officer is employed by the Township.
8. Employment in excess of six (6) hours in the twelve (12) hour period immediately preceding the commencement of the officer's work shift with the Township.
9. Employment within the two (2) hour period immediately preceding the commencement of the officer's work shift with the Township.
10. Employment in a security-related field which involves the wearing of a uniform or other identifying clothing.

B. Due to the especially sensitive nature of police work, the potential for confusion in the mind of the general public when a similar type of work is performed by police officers for private interest, and the risks in such employment to both the police officer and the Township, the following types of employment are specifically prohibited to Township police officers if performed within the boundaries of the Township:

1. Employment involving or intended to protect persons or property against criminal activity.
2. Employment which involves the carrying of a firearm in its performance, as defined.
3. Employment which involves, or may involve in its performance, the arrest, apprehension, or taking into custody of persons, or the filing and prosecution of criminal charges against persons.
4. Employment which involves or includes the wearing of a uniform, badge or other signs of an official-appearing nature which might readily be mistaken for that of a Township police officer.

ARTICLE XXXVI – SEVERABILITY

If any provision or portion of any provision of this Agreement is found to be invalid or in violation of any state or federal law or regulation by any court, regulatory agency or other authority charged with enforcing the law or regulation violated, the parties agree to meet promptly following such findings for the purpose of correcting, and agreeing to a fair and equitable solution to the invalid provision. Such correction or remedy shall be effective as of the date, if any, specified in the order finding the invalidity or violation, otherwise with the effective date of the next succeeding collective bargaining agreement. All other provisions or portions of provisions of this Agreement shall remain in full force and effect.

ARTICLE XXXVII - TOTALITY OF AGREEMENT

The Township and the Association acknowledge that this Agreement represents the result of collective negotiations between said parties conducted in good faith under and in accordance with the provisions of Act 111 of 1968, and constitutes the entire agreement between the parties for the duration of the term of this Agreement and any extensions thereof, unless amended in writing with the same formality of this Agreement after negotiations between the parties.

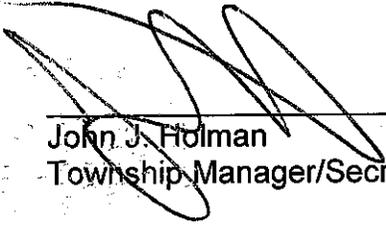
IN WITNESS WHEREOF, the parties hereto, by and through their designated and

authorized representatives, have hereunto set their hands and seal(s) this 20th day of

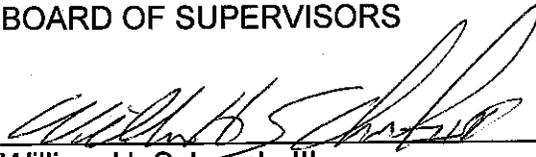
November, 2013 and intend to be firmly and legally bound thereby.

Attest:

SPRINGETTSBURY TOWNSHIP
BOARD OF SUPERVISORS



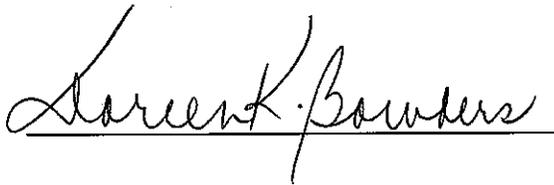
John J. Holman
Township Manager/Secretary



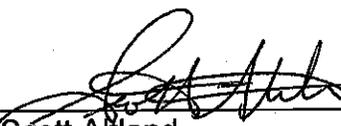
William H. Schenck, III
Chairman

Attest:

SPRINGETTSBURY TOWNSHIP POLICE
OFFICER'S ASSOCIATION



Laurent K. Bowers



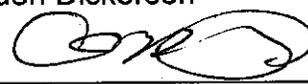
Scott Allland



Tony Beam



Ogden Dickerson



Christopher Ford