

May 16, 2016

The regular monthly meeting of the Mahoning Township Supervisors was held this evening at the Township Municipal Building at 5:30 PM.

Members of the Board present:

Dave Barron, Chairman  
Wayne Myers, Vice-Chairman  
Bill Lynn, Supervisor  
Christine DeLong, Secretary

Also attending was:

Ben Landon, Solicitor  
Sue Kauwell  
Betsy Hack  
Henry Eyer  
Joe Diehl  
Mike & Candy Duffy  
Jack & Darlis Dyer  
Bill & Rose Pursel  
Pat Diehl  
Linda Forney  
Betty Brittain  
Gary Fritz  
Ann Johns  
T S Scott  
Graeme Woods  
Ken & Jackie Woodruff  
Joe Sylvester, Daily Item  
Charles Dietterick, OIC, MTPD

Leslie Young, Fire Chief  
Marlene Gunther  
Linda Weaver  
Bill Greenly  
Charlie Gatski  
Robert Snyder  
Molly Shultz  
Tom McSurdy  
Tom & Mary Ann Landi  
Jackie Fox  
Ed Draugelis  
Robert Dailey  
Bonnie Johnson  
Thomas Elmes  
Linda Nedoff Weckter  
C. Brian Crane  
Chris Krepich, Press Enterprise  
Tammy Smith, MTPD

Chairman Barron recognized the First Responders and thanked them for their service. He then read dates into the record for executive sessions.

**EXECUTIVE SESSIONS:** Held March 30<sup>th</sup> for a legal matter, March 31<sup>st</sup> for Police Contract, April 6<sup>th</sup> for personnel, April 18<sup>th</sup>, a legal matter, April 20<sup>th</sup>, Police Contract, April 21<sup>st</sup> & 25<sup>th</sup> for personnel matters, May 6<sup>th</sup> for a personnel matter and Police Contract, May 12<sup>th</sup> & 16<sup>th</sup> for personnel matters.

**PUBLIC COMMENT**

**PATRICIA DIEHL – PARKING ON POPLAR:** Mrs. Diehl advised the Board that in the past 41 days the township has lost \$940.00 by her calculations for not enforcing the no parking ordinance in this area. She feels that if the township is not going to enforce the ordinance for all violators, it should be repealed and the signs removed.

**MINUTES NOT ON WEB:** Mrs. Gunther first asked who the gentleman was at the table, and she was advised he was Ben Landon, who was filling in for the solicitor this evening, as he had another engagement. She then questioned why again the minutes were not posted on the web.

**MICROPHONE SYSTEM :** Sue Kauwell asked about the progress on a microphone system for the meeting room, and was advised prices were obtained, however, the Board wants to do more research as they are concerned with the prices received.

**LIEN – 5 DIEHL STREET-** Mrs. Kauwell asked why no lien has been filed as of this date, in order for the township to recoup the money spent, she said, this should have already been done. Attorney Landon will check on this tomorrow.

**MTA PUBLIC RELATIONS COMPANY:** Mrs. Kauwell asked Mr. Barron, who is also a member of the Municipal Authority, to address questions about why the authority spent money specifically a \$5,000 retainer, on a public relations firm, that is not informing the public about anything, especially why people have not yet received their bills.

**MTA SECRETARY:** Mrs. Kauwell, as well as Mrs. Gunther questioned why the authority secretary filled in for the Township Secretary to take minutes at the last meeting and how the authority secretary was paid. Also why, if there are assistants, they did not take the minutes. They commented that this was done so that money could be commingled between the township and township authority.

**SUGGESTIONS:** TS Scott offered suggestions to the Board to help them answer some of the questions they seem to be dealing with being unable to answer. First he thought that Mr. Barron, as a voting member of the authority, should urge that board to change the meetings to an evening time convenient for all to attend.

On the matter of the minutes not being posted he offered that the Vendor responsible sign a SLA (Service Level Agreement) by which if the work is not done in a timely manner, a fine would be imposed.

**UNEMPLOYMENT COMPENSATION:** Mr. Scott then addressed numerous questions to the solicitor regarding unemployment compensation for someone under suspension. Attorney Landon advised that each claim is different and it depends on a variety of factors on a case by case basis. Mr. Scott's final question was whether or not the township had anyone on unemployment, and he was advised we do not currently have anyone receiving unemployment.

**MINUTES & TREASURER'S REPORT:** Minutes of the previous meeting of April 18, 2016 were approved with no alterations or corrections, motion Mr. Myers, second Mr. Barron. Motion passed. Treasurer's Report for the month of April 2016 was accepted by motion of Mr. Myers, second Mr. Lynn. Motion passed.



## **DEPARTMENT REPORTS**

**SOLICITOR:** Reported updates at workshop in the morning, no action required.

**ZONING/UCC:** Report presented from workshop this morning, no action required.

**POLICE DEPARTMENT:** Monthly report submitted.

**GARAGE CAMERAS:** By motion of Mr. Myers, second Mr. Lynn the Board approved the purchase and installation of two cameras and a monitor through Northeastern Automated Technologies in the amount of \$1,260.00. Motion passed.

Prior to the vote Mr. Scott questioned why only one quote was being proposed, after some back and forth, the solicitor advised that public comment had concluded, to which Mr. Scott asked, who's meeting this was and he was advised, it is a meeting of the Board of Supervisors to conduct the business of the township. The Chairman called him out of order, and moved on with the meeting.

**STREET DEPARTMENT:** Report submitted at workshop.

**PIPE ORDER:** By motion of Mr. Myers, second Mr. Lynn the Board approved the quote for pipe from Chemung Supply in the amount of \$2,719.10. Motion passed.

Fry's Plastic, Pensdale	\$2,824.92
Bradco Supply, Towanda	\$2,772.60
Chemung Supply, Elmira	\$2,719.10

**ENGINEER:** No action was required by the Board:

**FIRE DEPARTMENT:** Report submitted and read by the Fire Chief for April. Leslie also advised that the Fire Fighter for a Day Training has been cancelled as they had only one applicant.

## **OLD BUSINESS**

**AMEND STOP SIGN ORDINANCE:** By motion of Mr. Myers, second Mr. Lynn the Board approved amending the Code of Ordinances Chapter 223, Vehicles and Traffic, Article II, Traffic Regulations to add Subsection A: Stop Street: Woodbine Lane, Direction of Travel, North and Intersecting through Street, Bloom Road. Motion passed.

**AMEND ARTICLES OF INCORPORATION ORDINANCE FOR MAHONING TOWNSHIP AUTHORITY:** By motion of Mr. Myers, second Mr. Barron, the Board approved amending the Ordinance to extend the life of the municipal authority until June 30, 2066. Mr. Lynn opposed adoption of the ordinance, however, the motion passed.

**POLICE ARBITRATION DECISION:** Chairman Barron read the Arbitration Award, which is attached herewith, and he highlighted certain parts of the agreement. The award provides for a three year term for 2016, 2017, 2018 and includes wage increases of 3%, 3.5% and 3.5%. Any officer hired after the April 30, 2016 award date will see a decrease

starting wage to \$48,000, and new hires will not receive longevity until after seven years of service. Contributions for health care remain for 2016, increase in 2017 to \$10 biweekly for a Single Plan, \$20 Family, in 2018 go to \$15 biweekly for Single and \$30 Family. Life Insurance was also increased to \$100,000.

#### **NEW BUSINESS**

**POLICE PMRS ORDINANCE:** By motion Mr. Myers, second Mr. Lynn, the Board instructed the solicitor to advertise for adoption at the next regular meeting and ordinance to amend the Police Pension Plan. Motion passed.

**CHIEF OF POLICE – FIRED:** Mr. Lynn motioned to remove Chad Thomas from his Chief's position effective immediately for a violation of the law, when he plead guilty to a misdemeanor. Mr. Barron seconded the motion. Mr. Myers opposing the firing of the chief. Motion passed.

Mr. Lynn motioned in favor of authorizing and approving the payrolls and bills for May 2016, Mr. Myers seconded. Motion passed. Mr. Lynn motioned to adjourn, Mr. Myers seconded. Motion passed.

*Christine DeLong*

**BEFORE THE AMERICAN ARBITRATION ASSOCIATION**

In the Matter of:

**MAHONING TOWNSHIP POLICE  
OFFICERS' ASSOCIATION**

**Case No.: 01-15-0005-0166**

**Issue: Act 111 Interest Arbitration**

and

**MAHONING TOWNSHIP**

**BEFORE:**

**Richard C. McNeill, Jr.  
Impartial Chairman**

**Adam L. Santucci, Esquire  
Arbitrator for Mahoning Township**

**Sean T. Welby, Esquire  
Arbitrator for Mahoning Township Police Officers' Association**

**ACT 111 INTEREST ARBITRATION AWARD**

**I. INTRODUCTION**

The above-named and undersigned arbitrators were duly appointed as the Board of Arbitration pursuant to the provisions of Section 4(b) of the Act of June 24, 1968, P.L. 237, *as amended*, 43 P.S. §217.4(b) ("Act 111") and the procedures of the Philadelphia office of the American Arbitration Association ("AAA"). This panel was convened pursuant to the terms of Act 111, and held a hearing in the matter on January 19, 2016 at the offices of Mahoning Township ("the Township") in Danville, PA.

At the hearing, both the Township and the Mahoning Township Police Officers' Association ("the Association" or "the Union") had a full and fair opportunity to present



evidence and argument in support of their respective positions, to call and question witnesses on direct examination, and to cross-examine the other party's witnesses.

The Board of Arbitrators acknowledges that the parties agreed to waive the time limits under Act 111. After meeting in executive session, the Board of Arbitrators adopts the following Award.

## II. AWARD

1. **Term:** The term of this Agreement shall be three (3) years, commencing January 1, 2016 and continuing until December 31, 2018. All benefits set forth herein shall be effective January 1, 2016, unless specifically noted otherwise.

### 2. **Wages:**

#### (a) Across the Board Wage Increases:

Effective January 1, 2016, there shall be a 3.00% across the board wage increase to the wage scale for all officers.

Effective January 1, 2017, there shall be a 3.50% across the board wage increase to the wage scale for all officers.

Effective January 1, 2018, there shall be a 3.50% across the board wage increase to the wage scale for all officers.

(b) For any Officer hired after the date of the issuance of this Award, the following wage scale shall prevail:

Wage at Hire:	\$48,000 annually
Wage after 1 year:	\$50,000 annually
Wage after 2 years:	\$52,000 annually
Wage after 3 years:	\$55,000 annually
Wage after 4 years:	\$58,000 annually
Wage after 5 years:	\$62,000 annually

New hires will move through the steps for the period of this Agreement. Newly hired Officers shall be eligible for longevity pay, as set forth in Article 4, effective on the Officer's seventh anniversary date.

### 3. Medical Plan:

(a) Effective January 1, 2017, Article 18 of the existing agreement will be modified to require employee contributions to the medical plan as follows:

Single Coverage:	\$10.00 per pay (bi-weekly)
Family Coverage:	\$20.00 per pay (bi-weekly)

(b) Effective January 1, 2018, employee contributions to the medical plan shall be as follows:

Single Coverage:	\$15.00 per pay (bi-weekly)
Family Coverage:	\$30.00 per pay (bi-weekly)

(c) Post-retirement health care – Article 22 of the current agreement will be amended to include the following provisions, which will apply only to employees who retire after the date of issuance of this Award:

(1) Officers hired after the date of the issuance of this Award shall be limited to an employee-only coverage.

(2) The plans offered to Eligible Retirees and Spouses shall be the same plans in effect for active employees. Coverage, including applicable co-pays for Retirees and Spouses will be at the same levels as for active employees. Any premium sharing, however, will not increase but will remain at the same level as when the employee retired for so long as an employee or spouse remains eligible for retiree coverage. Any increase in deductibles above the levels in effect at the time of retirement will be reimbursed to the retiree or spouse.

(3) If an Eligible Retiree or Spouse is eligible for comparable coverage (including out of pocket expenses and contribution requirements) through any other source, then the Eligible Retiree/Spouse must accept such other coverage, and the Township's coverage will be considered secondary.

(4) At the time that the Eligible Retiree and/or Spouse becomes Medicare eligible, the Retiree/Spouse shall be transferred to a Medicare Supplemental Plan with Part B payment.

(5) An Eligible Retiree is an employee who has voluntarily retired and who is eligible for superannuation retirement under the Mahoning Township Police Pension Plan, or who has retired pursuant to a service-connected disability under said Plan. An eligible Spouse is the Eligible Retiree's spouse as of the date of retirement.

(d) Monthly Medical Opt Out payment: Article 18 will also be modified to provide that an active employee who is eligible for comparable coverage from another source may opt out of medical coverage under this Agreement. In the event that an employee opts out of coverage, the employee will receive from the Township a monthly opt-out payment of \$250.00. An employee who opts out of coverage may return to coverage under this Agreement upon any "qualifying event" as that term is defined under COBRA, or at any annual open enrollment period.

#### 4. Pension Plan

(a) Within 30 days of the issuance of this Award, the Township shall commission the Pennsylvania Municipal Retirement System to arrange for or perform an actuarial cost study conducted in accordance with Act 205 to examine the cost of implementing a deferred retirement option program ("DROP") and a reduction of member contributions to the police pension plan in the following increments:

- 3% to 2%
- 3% to 1%
- 3% to 0%

The cost study shall answer the specific questions of whether (1) the plan is actuarially sound as defined by the law at this time; (2) whether, and if so what, any and/or all of the aforementioned modifications would have upon the actuarial soundness of the plan; and (3) whether the implementation of any and/or all of these modifications would cause the plan to be actuarially unsound as defined by law.

Upon receipt of the PMRS Act 205 compliant Cost Study, the Plan Administrator shall meet with the Association's designee and confer over the study. At that time, the Plan Administrator shall provide the Association's designee with the study.

If the parties are unable to agree upon the implementation of any of the items studied, either party shall notify the neutral chairman of this Board of Arbitration, who shall reconvene the panel to resolve any disputes relating to the possible implementation of any of the items studied. The Board of Arbitration shall retain jurisdiction for this purpose.



(b) Effective upon the issuance of this Award, Article 38 shall be modified to the extent that the Township shall have the right to allocate all future excess interest as it determines in its discretion. This modification shall not impair or reduce any existing member's retirement account.

#### **5. Life Insurance**

Effective upon the issuance of this Award, life insurance shall be increased to \$100,000, with double indemnity in case of accidental death.

#### **6. Managerial Rights**

(a) Article 32 shall be amended to provide, in full, as follows:

Should the Township deem it necessary to reduce the size of the police department, all layoffs shall be in accordance with the Police Tenure Act. The Township shall notify the Association of any such action 60 days in advance and shall immediately commence bargaining over the impact and effects of such a decision in accordance with Act 111.

(b) Article 36 of the collective bargaining agreement shall be deleted in its entirety.

#### **7. Grievance Procedure**

Effective upon the issuance of this Award, a Grievance for the purposes of Article 31 shall include all matters of discipline under the just cause standard and all issues relating to application of the Pennsylvania Heart and Lung Act.

#### **8. Vacation in Final Year of Employment**

For the purposes of vacation payout only in the final year of employment, vacation entitlement shall be pro-rated in that year from January 1 until the date of retirement.

All remaining terms and conditions of employment not modified by this Award shall remain "as is." All proposals of the parties not included in this Award shall be deemed denied.

In order to expedite the issuance of this Award, the Arbitrators may execute the Award in counterparts. The signatures of the Arbitrators below attest to the fact that the contractual changes represent the majority opinion award on each issue by the members of the arbitration panel.



RICHARD C. MCNEILL, JR.  
Impartial Chairman

3/30/16  
DATE



SEAN T. WELBY, ESQUIRE  
Arbitrator for Mahoning Township Police  
Officers' Association



ADAM L. SANTUCCI, ESQUIRE  
Arbitrator for Mahoning  
Township