

RESOLUTION AGREEMENT

THIS RESOLUTION AGREEMENT is entered into this 22 day of April, 2025, by and between Homer City Borough (hereinafter referred to as "Borough"), the United Mine Workers of America (hereinafter referred to as "UMWA") and Chief Anthony Jellison (hereinafter referred to as "Chief Jellison").

WHEREAS, the Borough and UMWA are parties to a collective bargaining agreement covering the period from January 1, 2021 through December 31, 2025, and Chief Jellison is an employee of the Borough covered by the collective bargaining agreement; and

WHEREAS, issues have arisen as it relates to laying off of a Police Officer; and

WHEREAS, certain claims were made by the UMW on the Police Officer, Chief Jellison; and

WHEREAS, a meeting was held between the parties in January 2025 to discuss the matter; and

WHEREAS, on February 28, 2025, the UMWA filed a Grievance (Grievance No. 01-2025) relative to the claims made on behalf of Chief Jellison; and

WHEREAS, the parties met again on April 2, 2025, to discuss potential resolution of the matters between them; and

WHEREAS, following discussions held between the parties, a mutually agreeable resolution has been reached as set forth below.

NOW, THEREFORE, it is hereby agreed as follows:

1. Chief Jellison shall receive credit for his pension for the period up through August 30, 2025. It is understood, acknowledged and agreed that there shall be no payment on behalf of the Borough for any amounts not already covered by this Agreement.
2. Article XIX, Personal Insurance (Health and Welfare), Section C, Pension and Retirement, Section 2 provides the following:

Section 2: Full-time members hired on or after January 1, 2017, having twenty (20) years of service and having attained the age of fifty-five (55) or a combination totaling seventy (70) years, may retire at fifty (50%) percent of salary being computed at the average of the salary of the three (3) previous years. Any Police Officer having reached the age of sixty-five (65) years shall be required to retire. The vesting shall occur after five years of service. This section applies to full-time members only, and there shall be no maximum age restriction placed on part-time officers provided they are physically capable of meeting the demands of duty.

The parties agree, for purposes of facilitating an amicable resolution to Grievance No. 01-2025, the age referenced in Section 2 (or anywhere else in Article XIX that relates to addressing this issue) shall be reduced from a combination totaling seventy (70) years to a combination totaling **sixty-eight (68) years** for Chief Jellison. The Pension Gatekeeper has confirmed that the parties may, and through this Agreement shall, make a one-time adjustment allowing Chief

Jellison to retire on January 7, 2028. This one-time adjustment shall not be applicable to any other bargaining unit members.

For clarification, any lump sum payment for time worked outside of the averaging period cannot be included as part of a Retirement calculation.

3. Chief Jellison has already been authorized/approved to receive payment for approximately 1720 hours equating to approximately Sixty-Two Thousand Dollars (\$62,000.00). There was discussion surrounding additional days. After having discussed same, Chief Jellison agrees to waive same for his continued payment of approximately \$8,000 per month up through May 31, 2025.
4. Chief Jellison shall be designated as having "Retired Status" and receive a badge and official identification reflecting same.
5. The Borough and UMWA agree that UMWA shall retain jurisdiction through the end of the current collective bargaining agreement between the parties in the event that the Borough would employ any full-time officers during that period of time.
6. Chief Jellison shall be entitled to stay on with the Borough as a part-time Police Officer if he so chooses.
7. The parties agree that this Resolution Agreement disposes of any and all issues that have been or could have been raised in Grievance No. 01-2025 as a result of the layoff of full-time Police Officer Chief Jellison.
8. The parties to this Agreement agree that this agreement is reached on a non-precedent setting basis and shall not be construed as a practice or course of dealing of the Borough or be used in any manner in an attempt to expand the rights of any employee or the UMWA, it being understood that the decision of the Borough in this matter is based upon the unique and particular facts of this matter.
9. The parties signing this Agreement state that they have been duly authorized in accordance with law to enter into and execute this Agreement on behalf of and with permanent binding effect upon their respective constituencies.

IN WITNESS WHEREOF, the parties hereto have caused this Resolution Agreement to be executed with the express intention to be legally bound as of the day and year first listed above.

Homer City Borough

UMWA

By: _____

By: _____


Chief Anthony Jellison