

02-995-CD

James Dohner vs Lawrence Township

02

02-995-CD  
JAMES E. DOHNER -vs- LAWRENCE TOWNSHIP et al

James E. Dohner vs. Lawrence Township, Lawrence Township Board of Supervisors

## Civil Other

Date		Judge
06/21/2002	✓ Filing: Praecipe for Writ of Summons Paid by: Bell, F. Cortez III (attorney for Dohner, James E.) Receipt number: 1844215 Dated: 06/21/2002 Amount: \$80.00 (Check) Four Writs issued to Attorney	No Judge
06/27/2002	✓ Complaint. Filed by s/F. Cortez Bell, III, Esquire Verification s/James E. Dohner 5 cc Atty Bell	No Judge
08/16/2002	✓ Certificate of Service, Default Notice upon LAWRENCE TWP., LAWRENCE TWP. BOARD OF SUPERVISORS, and JAMES A. NADDEO, ESQ. filed by s/F. Cortez Bell, III, Esq. no cc	No Judge
08/26/2002	✓ Answer to Complaint and New Matter. filed by s/James A. Naddeo, Esq. Verification s/William D. Lawhead Certificate of Service 1 cc Atty Naddeo	No Judge
08/29/2002	✓ Sheriff Returns: NOW July 3, 2002 Summons and Complaint were served on Lawrence Township Supervisors by handing to Barbara Shafner, Sec. Shff. Hawkins costs \$26.34. Surcharge \$20.00.	No Judge
09/17/2002	✓ Filing: Answer to New Matter, Certificate of Service filed by Atty. Bell. 3 CC to Atty. Bell	No Judge
03/25/2003	✓ Petition To Compel Medical Examination Or To Impose Sanctions. s/James A. Naddeo, Esq. Verification s/William D. Lawhead 1 cc Atty Lawhead	No Judge
03/26/2003	✓ RULE, AND NOW, this 26th day of March, 2003, issued upon Respondent. Rule Returnable the 15th day of April, 2003 for filing Written Response. by the Court, s/JKR,JR.,P.J. 1 cc to atty	No Judge
03/28/2003	✓ Certificate of Service, Petition To Compel Medical Examination or to Impose Sanctions upon F. CORTEZ BELL, III, ESQ. s/James A. Naddeo, Esq. no cc	No Judge
04/16/2003	✓ Answer to Petition to Compel Medical Examination or to Impose Sanctions filed by Atty. Bell. 4 CC to Atty.	No Judge
05/06/2003	✓ ORDER, AND NOW, this 5th day of May, 2003, re: Plaintiff be and is hereby ORDERED to appear for an independent medical examination at the office of Dr. Jeffrey Garrett, 145 Hospital Avenue, Suite 113, DuBois, Penna. on Wed., May 28, 2003, at 3:00 p.m. Should Plaintiff fail to abide by this Order, appropriate sanctions will be entered upon motion of Defendants. by the Court, s/JKR,JR.,P.J. 2 cc Atty Naddeo	No Judge
06/27/2003	✓ Certificate of Service, Notice of Deposition upon: F. Cortez Bell, III, Esq., Jeffrey S. Garrett, MD, and ASAP Court Reporting filed by s/James A. Naddeo, Esquire 2 cc Atty Naddeo	John K. Reilly Jr.
05/07/2004	✓ Defendant's Motion For Summary Judgment. filed by, s/James A. Naddeo, Esquire 1 cc to Atty	John K. Reilly Jr.
05/19/2004	✓ ORDER, AND NOW, this 19th day of May, 2004, re: Argument on Defendants' Motion For Summary Judgment scheduled for the 16th day of July, 2004, at 2:00 p.m. in Courtroom No. 2. by the Court, s/JKR, JR., S.J. 2 cc Atty Naddeo w/memo re: Service	John K. Reilly Jr.
05/20/2004	✓ Certificate of Service, Certified copy of the Court's Order dated May 19, 2004, upon: F. Cortez Bell, III, Esquire. filed by, s/James A. Naddeo, Esquire no cc	John K. Reilly Jr.
06/30/2004	✓ Answer to Defendant's Motion for Summary Judgment, filed by Atty. Bell 3 Cert. to Atty.	John K. Reilly Jr.

Date: 11/21/2005

Clearfield County Court of Common Pleas

User: LBENDER

Time: 01:49 PM

ROA Report

Page 2 of 2

Case: 2002-00995-CD

Current Judge: John K. Reilly Jr.

James E. Dohner vs. Lawrence Township, Lawrence Township Board of Supervisors

Civil Other

Date		Judge
07/13/2004	✓ Affidavit, s/William D. Lawhead, Chairman, Lawrence Township Board of Supervisors, filed by James A. Naddeo, Esq. One CC Attorney Naddeo	John K. Reilly Jr.
07/14/2004	✓ Order, AND NOW, this 14 day of July, 2004, Order that argument on Defendants' Motion for Summary Judgment has been rescheduled from July 16, 2004, to Monday, September 13, 2004, at 9:00 a.m. before Honorable John K. Reilly, Jr., Sr. Judge, Specially Presiding. BY THE COURT: /s/John K. Reilly, Jr., Senior Judge One CC Attys: Bell, Naddeo	John K. Reilly Jr.
09/17/2004	Deposition Transcript, filed Deposition of Ziad Khoury, M.D. , F.A.C.C. on March 6, 2003. Before Lori A. Behe, Sargent's Court Reporting Service, Inc.	John K. Reilly Jr.
	Deposition Transcript, filed Deposition of Jeffrey S. Garrett, M.D. on October 10, 2003. Before Tamela G. Sheeler, ASAP Court Reporting, Inc.	John K. Reilly Jr.
12/17/2004	✓ Order, AND NOW, this 17th day of Dec., 2004, it is the ORDER of the Court that argument on Defendants' Motion for Summary Judgment in the above matter has been scheduled for Monday, Dec.,20, 2004 at 9:30 a.m. Please report to the Court Administrator's Office. BY THE COURT: /s/ John K. Reilly, Jr., Senior Judge. 1CC Atty Bell, 1CC Atty Naddeo	John K. Reilly Jr.
02/03/2005	✓ Order, AND NOW, this 3rd day of February, 2005, Order that status conference has been scheduled for March 31, 2005, at 9:00 a.m. before the Honorable John K. Reilly, Jr., Senior Judge, Specially Presiding. BY THE COURT: /s/John K. Reilly, Senior Judge, Specially Presiding One CC Attys: Bell, Naddeo	John K. Reilly Jr.
05/10/2005	✓ Order, AND NOW, this 9th day of May, 2005, it is the ORDER of the Court Fredric Joseph Ammerman that a status conference in the above matter has been scheduled for Friday, July 1, 2005 at 2:30 P.M. BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 1CC Attys: Bell, Naddeo	
08/01/2005	✓ Motion for Extension of Time, filed by s/F. Cortez Bell, III, Esq. Three CC Attorney Bell	John K. Reilly Jr.
08/02/2005	✓ Order, this 1st day of August, 2005, upon consideration of Defendants' Motion for Summary Judgment on the issue of Plaintiff's claim under the Heart and Lung Act and argument and briefs thereon, it is the Order of this Court that said Motion be and is hereby granted and said claim dismissed, with prejudice. By The Court, /s/ John K. Reilly, Jr. 2CC Attys: Bell, Naddeo	John K. Reilly Jr.
11/07/2005	✓ Rule to Show Cause, AND NOW, this 7th day of November 2005, upon consideration of the Plaintiff's Motion for Extension of Time, a Rule is hereby granted on the Defendants to show why said Motion should not be granted. Rule returnable for Answer by the Defendants and hearing on said Motion to be held on the 21st day of November 2005 at 9:00 a.m. in Courtroom No. 2. BY THE COURT: /s/ John K. Reilly Jr., S.J. 3CC Atty Bell.	John K. Reilly Jr.
11/21/2005	Answer to Motion for Extension of Time, filed by s/ James A. Naddeo Esq. No CC.	John K. Reilly Jr.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER,

Plaintiff

vs.

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,

Defendants

No. 02-996-60

Type of Case: Civil

Type of Pleading:  
Praecipe for Writ Summons

Filed on Behalf of:  
James E. Dohner, Plaintiff

Counsel of Record for this Party:  
F. Cortez Bell, III, Esquire  
I.D. #30183

Bell, Silberblatt & Wood  
318 East Locust Street  
P.O. Box 670  
Clearfield, PA 16830  
Telephone: (814)765-5537

**FILED**

JUN 21 2002

013:00 | atty Bell pc

William A. Shaw 80.00

Prethonotary

(4) Summons  
to atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER,  
Plaintiff

vs.

No.

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,  
Defendants

**PRAECIPE FOR WRIT OF SUMMONS**

TO CLEARFIELD COUNTY PROTHONOTARY:

Please issue a Summons against the following parties:

Lawrence Township  
c/o Lawrence Township Board  
of Supervisors  
George Street  
P.O. Box 508  
Clearfield, PA 16830

and

Lawrence Township Board of  
Supervisors  
George Street  
P.O. Box 508  
Clearfield, PA 16830

BELL, SILBERBLATT & WOOD  
By

F. Cortez Bell, III  
F. Cortez Bell, III, Esquire

318 East Locust Street  
P. O. Box 670  
Clearfield, PA 16830  
Telephone: (814) 765-5537  
I.D. #30183

DATED: 6-21-2022

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
CIVIL DIVISION  
No.

JAMES E. DOHNER,  
Plaintiff

vs.

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD OF  
SUPERVISORS,  
Defendants

PRAECIPE FOR WRIT  
OF SUMMONS

BELL, SILBERBLATT & WOOD  
ATTORNEYS AT LAW  
318 EAST LOCUST STREET  
P. O. BOX 670  
CLEARFIELD, PA. 16830

COPY

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY PENNSYLVANIA  
CIVIL ACTION**

**SUMMONS**

**James E. Dohner**

**Vs.**

**NO.: 2002-00995-CD**

**Lawrence Township and  
Lawrence Township Board of Supervisors**

TO: LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD OF SUPERVISORS

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 06/21/2002

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William A. Shaw  
Prothonotary

Issuing Attorney:

F. Cortez Bell III  
P. O. Box 670  
Clearfield, PA 16830



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER,

Plaintiff

vs.

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,

Defendants

No. 02-995-CD

Type of Case: Civil

Type of Pleading:  
Complaint

Filed on Behalf of:  
James E. Dohner, Plaintiff

Counsel of Record for this Party:  
F. Cortez Bell, III, Esquire  
I.D. #30183

Bell, Silberblatt & Wood  
318 East Locust Street  
P.O. Box 670  
Clearfield, PA 16830  
Telephone: (814)765-5537

**FILED**

JUN 27 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

JAMES E. DOHNER,  
Plaintiff

vs.

No. 02-995-CD

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,  
Defendants

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT FIND ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
2nd & Market Streets  
Clearfield, Pennsylvania 16830  
Telephone (814) 765-2641 Ex. 5982

BELL, SILBERBLATT & WOOD  
BY

  
\_\_\_\_\_  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER,  
Plaintiff

vs.

No. 02-995-CD

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,  
Defendants

**COMPLAINT**

NOW, comes the Defendant, James E. Dohner, by and through his attorney, F. Cortez Bell, III, Esquire, who respectfully sets forth his Complaint against the Defendants and in support thereof would respectfully request and aver as follows:

1. That the Plaintiff is James E. Dohner, an adult individual, who resides at 332 Turnpike Avenue, Clearfield, Clearfield County, Pennsylvania, 16830.

2. That the Defendant is Lawrence Township, a Second Class Township, organized and existing under the laws of the Commonwealth of Pennsylvania as a municipal corporation and having its situs and place of business located within Lawrence Township, Clearfield County, Pennsylvania. It would be further averred that the true and correct mailing address of Lawrence Township is P.O. Box 508, Clearfield, Pennsylvania, 16830.

3. That the Defendant, the Lawrence Township Board of Supervisors, is collectively the governing body of the Defendant, Lawrence Township, with the Lawrence Township Board of Supervisors having its situs and place of business located in Lawrence Township, Clearfield County,

Pennsylvania. It would be further averred that the correct mailing address of the Defendant, Lawrence Township Board of Supervisors, is P.O. Box 508, Clearfield, Pennsylvania, 16830.

4. That it would be averred that all the acts and circumstances giving rise to the Plaintiff's Complaint against the Defendants arise as a result of conduct, events or occurrences all of which occurred within Clearfield County, Pennsylvania.

5. That from 1979 on a part-time basis and commencing in May, 1982 on a full-time basis through the present, the Plaintiff, James E. Dohner, has been employed by Lawrence Township and the Lawrence Township Board of Supervisors as a full-time police officer, with said employment having been continuous in nature during said period of time.

6. That on October 2, 2001, the Plaintiff suffered a heart attack and has not worked in his capacity as a full-time police officer since October 2, 2001 through the date of the filing of this Complaint.

7. That during calendar year 2001 the Plaintiff's rate of pay was the amount of \$16.30 per hour and commencing with calendar year 2002 the Plaintiff's rate of pay was the amount of \$16.80 per hour.

8. That the Plaintiff, although desirous of returning to work and intending to do the same upon completion of his rehabilitation and convalescence, has yet to be released by his treating physicians to return to work on a full-time basis.

9. That the Plaintiff avers that he has a cause of action and claim against the Defendant, Lawrence Township, and the Defendant, Lawrence Township Board of Supervisors, based upon six (6) individual Counts each of which are set forth below and each of which would be incorporated herein as follows:

**COUNT I - HEART AND LUNG**  
**ACT BENEFITS**

10. Paragraphs 1 through 9 of the Plaintiff's Complaint set forth above are incorporated herein by reference as if the same were set forth in full at length.

11. That on October 2, 2001, the Plaintiff suffered a heart attack which has prevented Plaintiff from continuing in his capacity as a full-time police officer for the Defendants from October 2, 2001 to the date of the filing of this Complaint.

12. That Plaintiff's treating physicians as of the date of the filing of this Complaint have not released him such that he might return to his position as a full-time police officer for the Defendants.

13. That it is believed and therefore averred that the Plaintiff, although desirous of returning to work, shall be unable to do so until such point in time as his treating physicians release him to return to work.

14. That Plaintiff would aver that he suffered said heart attack and remains at this point in time temporarily disabled from engaging in his employment as a result of job related stress, with such stress being the primary causative factor of said heart attack.

15. That the Plaintiff is entitled to the benefits under the Heart and Lung Act as it applies to police officers (53. P.S. §637) which requires payment of full salary and benefits during the time period of said disability or convalescence. Attached hereto and incorporated herein by reference as Exhibit A is a complete copy of said statutory section and the sub-paragraphs thereunder.

16. That to date, the Defendants have not paid the Plaintiff benefits under the Heart and Lung Act, to the contrary, the Defendants have credited Plaintiff's sick leave, personal days,

vacation days and holidays for all payments made to date thereby causing an exhaustion of Plaintiff's accrued sick leave, personal days and vacation days to the detriment of the Plaintiff and in violation of the provisions of the Heart and Lung Act.

17. That in addition, the said Heart and Lung Act requires payment of all medical expenses and/or hospital costs associated with regard to the condition from which the Plaintiff has suffered and as may be necessary during his period of disability and convalescence.

18. That the Plaintiff notified the Defendants by letter dated March 28, 2002 as to the applicability of the Heart and Lung Act to the Plaintiff's situation and the Plaintiff therein made a request for the benefits of the Heart and Lung Act. Attached hereto and incorporated herein by reference as Exhibit B is a complete copy of said letter.

19. That the conduct of the Defendants in not providing to the Plaintiff timely payments and benefits under the Heart and Lung Act constitutes willful, malicious and vexatious conduct which has caused the Plaintiff to suffer additional work related stress.

20. That said conduct on the part of the Defendants in failing to provide the Plaintiff with benefits clearly allowed by Pennsylvania law is such that punitive damages are appropriate.

WHEREFORE, the Plaintiff claims against the Defendants all benefits under the Heart and Lung Act, to wit, salary at full scale at the various pay grades from October 2, 2001 through the present, and until such time as he returns to duty as a full-time police officer together with any amount for all medical and hospital expenses as may be incurred by the Plaintiff during the time period of his disability and convalescence. Plaintiff further avers that the monetary value of said salary, hospital and medical expenses are or will be in excess of the sum of \$25,000.00. Plaintiff further demands judgment against the Defendants for punitive damages in such amounts as the Court

deems appropriate. Plaintiff further requests the payment of counsel fees, costs and expenses associated in regard to presenting his claims to your Honorable Court.

**COUNT II - HEART AND LUNG ACT - RESTORATION**  
**OF SICK LEAVE / HOLIDAYS / VACATION**  
**DAYS / PERSONAL DAYS**

21. Paragraphs 1 through 20 of this Complaint set forth above are incorporated herein by reference as if the same were set forth in full at length.

22. That the provisions of the Heart and Lung Act (53 P.S. §638) specifically indicate indicate that no absence from duty by any policeman who qualifies for Heart and Lung benefits shall be deducted from that officer's accumulated sick leave. Attached hereto and incorporated herein by reference as Exhibit C is a complete copy of the statutory provision referred to herein.

23. That as of the date of the filing of this Complaint, the Plaintiff has been required by the Defendant Township and/or the Defendant Board of Supervisors to use all of his accumulated sick days to the point of exhaustion of the same in order to continue to receive his salary due to the failure of the Defendants to comply with the provisions of the Heart and Lung Act by which the Plaintiff's salary would be fully covered during the period of his disability.

24. That the Plaintiff has been required to expend a total of 160 days of his accumulated sick leave in order to continue to receive his pay from the Defendants.

25. That pursuant to the provisions of the Heart and Lung Act the Plaintiff should not have been required to use his accumulated sick leave or any other accrued time periods of vacation or personal days as the Heart and Lung Act specifically provides that any time periods of disability or illness are not to be deducted therefrom.

WHEREFORE, the Plaintiff respectfully requests judgment against the Defendants in an amount equal to the restoration of the accrued sick leave, personal days and vacation days which the Plaintiff was required to exhaust as a result of failure of the Defendants to provide compensation pursuant to the provisions of the Heart and Lung Act. Plaintiff would further request counsel fees, costs and expenses associated in regard to the assertion of his claim pursuant to the provisions of the Heart and Lung Act as set forth within this Count. Plaintiff would further assert that all claims asserted within the Counts of this Complaint will exceed a monetary value in excess of \$25,000.00.

### **COUNT III - LONGEVITY PAY**

26. Paragraphs 1 through 25 of this Complaint set forth above are incorporated herein by reference as if the same were set forth in full at length.

27. That there is currently in existence between the Lawrence Police Department and Lawrence Township/Lawrence Township Board of Supervisors a contract entered into by and between the parties dated April 17, 2001 which covers the employment period spanning from January 1, 2002 through December 31, 2004. Attached hereto and incorporated herein by reference as Exhibit D is a complete copy of said contract.

28. That pursuant to Article No. VII - Compensation Section 8 each member of the Police Department is to be paid in addition to an annual salary a longevity payment in an amount consistent with his years of service.

29. That the Plaintiff, James E. Dohner, commenced employment with Lawrence Township as a part-time police officer in 1979 and commenced full-time duty and has been employed continuously at full-time duty status since May, 1982.



30. That pursuant to the provisions of the contract Article VII, Section 8, the Plaintiff is due longevity pay after twenty (20) continuous years of service at a rate in the amount of 6% of his annual salary.

31. That as of the date of this Complaint, the Plaintiff, James E. Dohner, has not been paid his longevity pay pursuant to the contract.

32. That any time period that the Plaintiff, James E. Dohner, is compensated pursuant to the provisions of the Heart and Lung Act count for purpose of longevity and seniority and can not be excluded from any such calculation.

33. That the longevity payment due to the Plaintiff is in the amount of \$2,096.44.

WHEREFORE, the Plaintiff respectfully requests judgment against the Defendants in an amount equal to the longevity pay required pursuant to the contract which amounts to the sum of \$2,096.44 plus interest from the date of failure to pay the sum. Plaintiff would further request counsel fees, costs and expenses associated in regard to the assertion of his claim as set forth within this Count. Plaintiff would further assert that all claims asserted within the Counts of this Complaint will exceed a monetary value in excess of \$25,000.00.

#### **COUNT IV - DISABILITY INSURANCE PAYMENTS**

34. Paragraphs 1 through 33 of this Complaint set forth above are incorporated herein by reference as if the same were set forth in full at length.

35. That the Defendants carry and make available to all full-time police officers employed by them a disability insurance policy through National Term Life Insurance Company whereby any officer on a period of disability may receive benefits therefrom.

36. That the Plaintiff with the assistance of the Township initially filed for benefits under said disability policy and commenced receiving benefits thereunder.

37. That during the time period of the Plaintiffs disability, the Defendants suddenly ceased and/or terminated the disability benefits and since that point in time, the Plaintiff has not received any further benefits under the disability policy itself.

38. That the Plaintiff would aver that the Defendants are not treating individuals similarly situated in a like fashion as at present there is currently another full-time police officer, similarly disabled, who is currently receiving benefits under said disability policy.

39. That the Plaintiff would aver that the Defendants in the past have treated other full-time officers differently than they are currently treating him as previously other officers have continued to receive disability benefits for lengthy periods of time whereas the Defendants have terminated, disallowed or ceased the benefits applicable to the Plaintiff.

WHEREFORE, the Plaintiff requests judgment against the Defendants for the full amount of the disability benefit payments which should have been received from the date of their termination through the present date and until such point in time as the Plaintiff's disability ceases along with interest thereon and counsel fees, costs and expenses associated with regard to the presentation of this claim to your Honorable Court. Plaintiff would further assert that all claims asserted within the Counts of this Complaint will exceed a monetary value in excess of \$25,000.00.

**COUNT V - RECALCULATION OF SICK**  
**DAYS / PERSONAL DAYS / VACATION**  
**DAYS / HOLIDAYS**

40. Paragraphs 1 through 39 of the Complaint set forth above is incorporated herein

by reference as if the same were set forth in full at length.

41. That throughout the time period that the Plaintiff was being required by the Defendants to improperly use his sick days, personal days and vacation days rather than receive Heart and Lung benefits, the Plaintiff was turning in time slips evidencing his use of those various days.

42. That the officer in charge of the department, who at times was a fellow union member, made modifications and/or changes to said time slips without advanced notice to the Plaintiff such that the times that were turned into the Township were not as were initially turned in by the Plaintiff.

43. That throughout the time period from October 2, 2001 to the present, the time slips as turned in by the officer in charge evidence a different treatment of the sick days, personal days, vacation days and holidays as is called for within the Union Contract.

44. That throughout the time period from October 2, 2001 to the present, the time slips as turned in by the officer in charge evidence a different treatment of personal days, sick days, vacation days and holidays inconsistent with previous time slips approved and turned in by the officer in charge.

45. That the end result of such differences as set forth in Paragraphs 43 and 44 of this Complaint have resulted in the Plaintiff having expended his sick days, personal days and vacation days in a quicker fashion than they would normally have been expended.

WHEREFORE, the Plaintiff would respectfully request that your Honorable Court grant the Plaintiff judgment against the Defendants in an amount which represents the proper calculation of sick days, vacation days and personal days in conjunction with holidays pursuant to the provisions of the Union Contract. Plaintiff would further request counsel fees, costs and expenses

associated in regard to the assertion of his claim as set forth within this Count. Plaintiff would further assert that all claims asserted within the Counts of this Complaint will exceed a monetary value in excess of \$25,000.00.

#### **COUNT VI - UNLAWFUL TERMINATION**

46. Paragraphs 1 through 45 of the Complaint set forth above is incorporated herein by reference as if the same were set forth in full at length.

47. That the Plaintiff by a letter dated June 20, 2002 was advised by the Defendants that as a result of the expiration of his sick, vacation, personal and holidays as of June 22, 2002, that his employment would terminate with the Defendants as of June 22, 2002. Attached hereto and incorporated herein by reference as Exhibit E is a complete copy of said letter.

48. That the Plaintiff would aver that the requirement by the Defendants that he use his accrued sick, vacation, personal and holidays in order to continue to receive his pay up through June 22, 2002 is in direct violations of the provisions of the Heart and Lung Act referred to in Count I of this Complaint.

49. That the Plaintiff's termination by the letter dated June 20, 2002 is contrary to the termination provisions set forth within the Union Contract within Article Number VI-Seniority, Section 2 and does not satisfy any of specific provisions set forth therein.

50. That the Plaintiff's termination by the letter dated June 20, 2002 is contrary to the termination provisions set forth within the Union Contract within Article Number XIV-Suspension-Discharge, Section 1 and does not constitute just cause as set forth within that provision.

51. That the termination of the Plaintiff simply because according to Township

**3. Fees**

Sum of \$15 to be paid police officers, under employment contract with city, and implementing ordinance, for each day or portion thereof spent in court appearances or hearings during off-duty hours was fee within this section. City of York v. Reihart, 379 A.2d 1328, 475 Pa. 151, Sup. 1977.

**Off-duty services**

City ordinance authorizing payment of \$15 to police officers for each day or portion thereof spent in court appearances or hearings during off-duty hours was in direct contravention of express and unambiguous language of legislature. City of York v. Reihart, 379 A.2d 1328, 475 Pa. 151, Sup. 1977.

**5. Vacation pay**

A part-time policeman without a written employment contract whose employer had granted vacation pay after the policeman had worked a year is entitled to vacation pay in both the year when the employer announced a change in such benefit policy and in the succeeding year since vacation pay in any given year is compensation for the policeman's work in the immediately preceding year. Gay v. Lower Yoder Tp., 9 Pa. D. & C.3d 621 (1978).

**6. Third class cities**

This section is applicable to City of York, a third class city. City of York v. Reihart, 379 A.2d 1328, 475 Pa. 151, Sup. 1977.

**§ 637. State police, enforcement officers, investigators, parole agents, correction officers, psychiatric security aides, drug enforcement agents, policemen, firemen, park guards; injuries and diseases; compensation and expenses**

(a) Any member of the State Police Force, any enforcement officer or investigator employed by the Pennsylvania Liquor Control Board, and the parole agents, enforcement officers and investigators of the Pennsylvania Board of Probation and Parole, Capitol Police officers, correction officers employed by the Department of Corrections, whose principal duty is the care, custody and control of inmates, psychiatric security aides employed by the Department of Public Welfare and the Department of Corrections, whose principal duty is the care, custody, and control of the criminally insane, drug enforcement agents of the Office of Attorney General whose principal duty is the enforcement of the drug laws of the Commonwealth, special agents of the Office of Attorney General whose principal duty is the enforcement of the criminal laws of the Commonwealth, any member of the Delaware River Port Authority Police or any policeman, fireman or park guard of any county, city, borough, town or township, who is injured in the performance of his duties including, in the case of firemen, duty as special fire police, and by reason thereof is temporarily incapacitated from performing his duties, shall be paid by the Commonwealth of Pennsylvania if a member of the State Police Force or an enforcement officer or investigator employed by the Pennsylvania Liquor Control Board or the parole agents, enforcement officers and investigators of the Pennsylvania Board of Probation and Parole, Capitol Police officers, correction officers employed by the Department of Corrections, whose principal duty is the care,

custody and control of inmates, psychiatric security aides employed by the Department of Public Welfare and the Department of Corrections, whose principal duty is the care, custody, and control of the criminally insane, drug enforcement agents of the Office of Attorney General whose principal duty is the enforcement of the drug laws of the Commonwealth, special agents of the Office of Attorney General whose principal duty is the enforcement of the criminal laws of the Commonwealth, or by the Delaware River Port Authority if a member of the Delaware River Port Authority Police or by the county, township or municipality, by which he is employed, his full rate of salary, as fixed by ordinance or resolution, until the disability arising therefrom has ceased. All medical and hospital bills, incurred in connection with any such injury, shall be paid by the Commonwealth of Pennsylvania or by the Delaware River Port Authority or by such county, township or municipality. During the time salary for temporary incapacity shall be paid by the Commonwealth of Pennsylvania or by the Delaware River Port Authority or by the county, city, borough, town or township, any workmen's compensation, received or collected by any such employe for such period, shall be turned over to the Commonwealth of Pennsylvania or to the Delaware River Port Authority or to such county, city, borough, town or township, and paid into the treasury thereof, and if such payment shall not be so made by the employe the amount so due the Commonwealth of Pennsylvania, the Delaware River Port Authority or the county, city, borough, town or township shall be deducted from any salary then or thereafter becoming due and owing.

(b) In the case of the State Police Force, enforcement officers and investigators employed by the Pennsylvania Liquor Control Board and the parole agents, enforcement officers and investigators of the Pennsylvania Board of Probation and Parole, Capitol Police officers, correction officers employed by the Department of Corrections, whose principal duty is the care, custody and control of inmates, psychiatric security aides employed by the Department of Public Welfare and the Department of Corrections whose principal duty is the care, custody, and control of the criminally insane, drug enforcement agents of the Office of Attorney General whose principal duty is the enforcement of the drug laws of the Commonwealth, special agents of the Office of Attorney General whose principal duty is the enforcement of the criminal laws of the Commonwealth, members of the Delaware River Port Authority Police and salaried policemen and firemen who have served for four consecutive years or longer, diseases of the heart and tuberculosis of the respiratory system, contracted or incurred by any of them after four years of continuous service as such, and caused by extreme overexertion in times of stress or danger or by exposure to heat, smoke, fumes or gases, arising

directly out of the employ of the State Police Force, enforcement officers and investigators of the Pennsylvania Liquor Control Board, or by the Department of Public Welfare, or by the Department of Corrections, or by the Capitol Police, or by the Delaware River Port Authority Police, or by the county, township or municipality, by which he is employed, his full rate of salary, as fixed by ordinance or resolution, until the disability arising therefrom has ceased. All medical and hospital bills, incurred in connection with any such injury, shall be paid by the Commonwealth of Pennsylvania or by the Delaware River Port Authority or by such county, township or municipality. During the time salary for temporary incapacity shall be paid by the Commonwealth of Pennsylvania or by the Delaware River Port Authority or by the county, city, borough, town or township, any workmen's compensation, received or collected by any such employe for such period, shall be turned over to the Commonwealth of Pennsylvania or to the Delaware River Port Authority or to such county, city, borough, town or township, and paid into the treasury thereof, and if such payment shall not be so made by the employe the amount so due the Commonwealth of Pennsylvania, the Delaware River Port Authority or the county, city, borough, town or township shall be deducted from any salary then or thereafter becoming due and owing.

(c) In the case of any act, the statutes of limitation and 434 of the act of June 19, 1937, "The Pennsylvania Workmen's Compensation Act" shall run until the expiration of

(d) All payments hereunder shall be made from the Commonwealth of Pennsylvania on the State Police, and any payment to any enforcement officer of the Pennsylvania Liquor Control Board, any payment to any parole agent, enforcement officer of the Pennsylvania Board of Probation and Parole, any payment appropriated to the Pennsylvania Department of Corrections, any payment required to be made from the Department of General Services, any payment to any correction officer shall be made from the Department of Correction account of any psychiatric

directly out of the employment of any such member of the State Police Force, enforcement officer, investigator employed by the Pennsylvania Liquor Control Board, guard or enforcement officer employed by the Department of Corrections or parole agent, enforcement officer or investigator of the Pennsylvania Board of Probation and Parole, Capitol Police officers, correction officers employed by the Department of Corrections whose principal duty is the care, custody and control of inmates; psychiatric security aides employed by the Department of Public Welfare and the Department of Corrections whose principal duty is the care, custody, and control of the criminally insane, drug enforcement agents of the Office of Attorney General whose principal duty is the enforcement of the drug laws of the Commonwealth, special agents of the Office of Attorney General whose principal duty is the enforcement of the criminal laws of the Commonwealth, member of the Delaware River Port Authority Police, or policeman or fireman, shall be compensable in accordance with the terms hereof; and unless any such disability shall be compensable under the compensation laws as having been caused by accidental injury, such disability shall be compensable as occupational disease disabilities are presently compensable under the compensation laws of this Commonwealth. It shall be presumed that tuberculosis of the respiratory system contracted or incurred after four consecutive years of service was contracted or incurred as a direct result of employment.

(c) In the case of any person receiving benefits pursuant to this act, the statutes of limitations set forth in sections 306.1, 315, 413, and 434 of the act of June 2, 1915 (P.L. 736, No. 338),<sup>1</sup> known as "The Pennsylvania Workmen's Compensation Act," shall not begin to run until the expiration of the receipt of benefits pursuant to this act.

(d) All payments herein required to be made by the Commonwealth of Pennsylvania on account of any member of the State Police Force shall be made from moneys appropriated to the Pennsylvania State Police, and any payments required to be made on account of any enforcement officer or investigator employed by the Pennsylvania Liquor Control Board shall be from appropriations out of the State Stores Fund, any payments required to be made on account of any parole agent, enforcement officer or investigator employed by the Pennsylvania Board of Probation and Parole shall be from moneys appropriated to the Pennsylvania Board of Probation and Parole, any payments required to be made on account of Capitol Police officers shall be made from moneys appropriated to the Department of General Services, any payments required to be made on account of any correction officer shall be made from moneys appropriated to the Department of Corrections, any payments required to be made on account of any psychiatric security aides shall be made from moneys

appropriated to the Department of Public Welfare or the Department of Corrections where appropriate, and any payments required to be made on account of any drug enforcement agent or special agents shall be made from moneys appropriated to the Office of Attorney General.

1935, June 28, P.L. 477, § 1. Amended 1937, May 14, P.L. 632, § 1; 1945, March 29, P.L. 100, § 1; 1949, May 11, P.L. 1081, § 1; 1951, May 16, P.L. 301, § 2; 1951, Sept. 27, P.L. 1473, § 2; 1955, July 7, P.L. 259, § 1; 1959, Dec. 15, P.L. 1750, No. 655, § 1; 1961, July 25, P.L. 867, § 1; 1970, March 5, No. 51, § 1; 1974, May 31, P.L. 309, No. 99, § 1, effective in 90 days; 1978, July 1, P.L. 687, No. 117, § 2, imd. effective; 1986, Dec. 19, P.L. 1733, No. 208, § 1, effective in 30 days; 1996, Dec. 19, P.L. 1438, No. 183, § 1, imd. effective.

177 P.S. §§ 516, 602, 774, 774.1, 774.2, 775, 1001.

#### DATE EFFECTIVE

*Section 2 of the act of 1961, which extended this section to the Delaware River Port Authority Police, provided: This act shall take effect upon the passage of substantially similar legislation by the State of New Jersey. See N.J.S.A. § 32:3A-1.*

#### Historical and Statutory Notes

The 1996 amendment inserted references to special agents of the Office of the Attorney General in subsecs. (a) and (b), and inserted a reference to special agents in subsec. (d).

#### Title of Act:

An Act providing for the payment of the salary, medical and hospital expenses of members of the State Police Force, of the enforcement officers and investigators employed by the Pennsylvania Liquor Control Board, and the parole agents, enforcement officers and investigators of the Pennsylvania Board of Probation and Parole, Capitol Police officers, correction officers employed by the Department of Corrections whose principal duty is the care, custody and control of inmates, psychiatric security aides employed by the Department of Public Welfare and the Department of Corrections whose principal duty is the care, custody, and control of the criminally insane, drug enforcement agents of the Office of Attorney

General whose principal duty is the enforcement of the drug laws of the Commonwealth, special agents of the Office of Attorney General whose principal duty is the enforcement of the criminal laws of the Commonwealth, members of the Delaware River Port Authority Police and of policemen, firemen and park guards by the Commonwealth of Pennsylvania, the Delaware River Port Authority, counties, cities, boroughs, towns and township, who are injured or contract certain diseases in the performance of their duty, and providing that absence during such injury shall not reduce any usual sick leave period. 1935, June 28, P.L. 477, amended 1937, May 14, P.L. 632, § 1; 1945, March 29, P.L. 100, § 1; 1951, May 16, P.L. 301, § 1; 1951, Sept. 27, P.L. 1473, § 1; 1955, July 7, P.L. 259, § 1; 1959, Dec. 15, P.L. 1750, No. 655, § 1; 1961, July 25, P.L. 867, § 1; 1978, July 1, P.L. 687, No. 117; 1986, Dec. 19, P.L. 1733, No. 208; 1996, Dec. 19, P.L. 1438, No. 183.

#### Cross References

Death benefits, law enforcement officers killed in line of duty, see 53 P.S. §§ 891, 892.  
Occupational disease benefits, agreement or award, time for review, modification or reinstatement, see 77 P.S. § 1513.

Workmen's compensation, notice of compensation payable, agreement, or award, time for review, modification or reinstatement, see 77 P.S. § 772.



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PAUL SILBERBLATT 1954-1985  
F. CORTEZ BELL, JR. 1954-1995 (Ret.)

OF COUNSEL  
DANIEL C. BELL

March 28, 2002

Re: Heart and Lung Benefits/James  
E. Dohner

Lawrence Township Board of Supervisors  
P.O. Box 508  
Clearfield, PA 16830

Dear Gentlemen:

I am writing this letter on behalf of James E. Dohner who has consulted me concerning the filing of a heart and lung claim in regard to his employment with the Lawrence Township Police Department. Officer Dohner has been unable to work for the Police Department since October 2, 2001 at which time he suffered a heart attack and a result of that has not been released by his treating physicians in order to resume his normal duties. Initially it was hoped that as a result of cardiac rehabilitation that he would be in a position to once again continue to serve on the Lawrence Township Police Department, however, further tests and occurrences now make it quite probable that he would not be in a position that his physicians would release him for return to his employment.

The Commonwealth of Pennsylvania has certain statutes which protect various classifications of employees who are disabled either as a direct result of their employment or in any fashion which can be derived from their employment. Those provisions are found within the Heart and Lung Act which is found at 53 P.S. §637 and §638. The Sections of the Heart and Lung Act carry within themselves specific provisions for diseases of the heart and tuberculosis of the respiratory system. Under the provisions of the Heart and Lung Act the disabled officer is to receive his full payment or salary during the time period of his disability and his sick leave can not be affected and if any sick leave has already been taken the same must be restored to the officer's account. Many municipalities, in light of the apparent cost of the Heart and Lung Act provisions, have

March 28, 2002

Re: James E. Dohner

Page 2

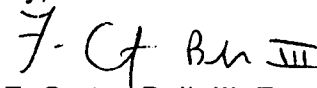
obtained insurance which protects them against any Heart and Lung claims. If you have any such insurance I believe the appropriate procedure would be simply to turn this letter over to the insurance carrier or agent and they can contact me directly.

It is my understanding that to this date Mr. Dohner has been using his sick days in order to assure that he continues to receive his regular pay from the Township. I would ask you to review his claim for benefits and please advise me as to the Township's status such that hopefully we might be able to resolve this matter in an amicable fashion. A copy of this letter is also being sent to the Township Solicitor such that the Solicitor's office will be aware of Mr. Dohner's claim and would be in a position to advise you accordingly. Should you have any questions whatsoever, please feel more than free to contact me.

Very truly yours,

BELL, SILBERBLATT & WOOD

By,



F. Cortez Bell, III, Esquire

FCBIII/day

Enclosures

cc: James A. Naddeo, Esquire, Solicitor

## 53 P.S. § 637

Note 29

*v. Commonwealth of Pennsylvania, Pennsylvania State Police*, 499 A.2d 278. *Cunningham v. Com., Pennsylvania State Police*, 507 A.2d 40, 510 Pa. 74, Sup.1986.

Burden is on plaintiff to show that the disease contracted arose directly out of exposure and not merely that it was contracted during the course of his employment as a fireman. *Ford v. City of Erie*, 39 Erie C.L.J. 189 (1956).

### 30. Sufficiency of evidence

Finding that state policeman was permanently disabled, for purposes of terminating benefits under Heart and Lung Act [53 P.S. § 637], was sufficiently supported by evidence that officer's disability, stemming from lower back injury, had persisted for 595 days prior to termination decision, lack of favorable prognosis and evidence of 40 to 50% permanent partial disability. *Cunningham v. Com., Pennsylvania State Police*, 507 A.2d 40, 510 Pa. 74, Sup.1986.

Where the municipality admitted a workmen's compensation award, such admission did not constitute a res judicata award so as to permit judgment on the pleadings for the plaintiff under this section. *Ryan v. City of Erie*, 39 Erie C.L.J. 129 (1956).

### 31. Review

Commonwealth Court's scope of review on appeal from determination of state police that its employee's disability could not be considered "temporary," for purposes of the Heart and Lung Act is limited, but Court has an affirmative obligation to reverse an adjudication lacking substantial support on the record. *Palmeri v. Com., Pennsylvania State Police*, 474 A.2d 1223, 82 Pa.Cmwlth. 348, Cmwlth.1984, affirmed 499 A.2d 278, 508 Pa. 544.

Where letter from state police removed former officer from status of disability leave and ordered him back to work, and the former officer, by force of such letter,

## § 638. Sick leave not affected

No absence from duty of any such policeman or fireman by reason of any such injury shall in any manner be included in any period of sick leave, allowed such policeman or fireman by law or by regulation of the police or fire department by which he is employed. 1935, June 28, P.L. 477, § 2.

## GENERAL MUNICIPAL LAW

no longer had status entitling him to full salary under "Heart and Lung Act" and its benefits after specified date, the letter announced determination affecting personal or property rights of the officer, and was "final adjudication" from which the former officer had 30 days to appeal. *Lamolinara v. Com., Pennsylvania State Police*, 414 A.2d 1126, 51 Pa.Cmwlth. 570, Cmwlth.1980, affirmed 430 A.2d 1154, 494 Pa. 137.

Review of workmen's compensation appeal board's decision affirming referee's denial of insurer's petition to terminate payments to borough of workmen's compensation benefits for injured policeman was limited to determination of whether the findings of fact were consistent with each other and with conclusions of law and whether they could be sustained without a capricious disregard of competent evidence. *McIntosh v. Borough of Pleasant Hills*, 360 A.2d 273, 25 Pa. Cmwlth. 311, Cmwlth.1976.

In city fireman's action against city for disability benefits under Heart and Lung Act because of respiratory tuberculosis, where jury found plaintiff entitled to recover specified sum for temporary disability on basis of computation submitted by him, Supreme Court, on appeal from common pleas court's judgment for such sum, plus sum claimed for permanent disability, for which plaintiff was not entitled to compensation under Act, will not remand case to court below and direct another trial, but will direct entry of judgment for plaintiff in sum awarded as compensation for temporary disability only, without returning record to court below. *Creighan v. City of Pittsburgh*, 132 A.2d 867, 389 Pa. 569, Sup.1957.

Claimant should be permitted to appeal denial of benefits to administrative agency involved and to request administrative hearing in accordance with Administrative Agency Law, 71 P.S. § 1710 et seq. 1974 Op.Atty.Gen. No. 40.

## PUBLIC OFFICERS & EMPLOYEES

Not  
In general 2  
Actions 5  
Parole agents 4  
Purpose 3  
Validity 1

### 1. Validity

This section is constitutional though second class A cities are excepted. *Detweiler v. City of Allentown*, 17 L.J. 397, 1938.

### 2. In general

Members of the state police temporarily incapacitated by an injury sustain the course of duty continue to accrue leave, annual leave and such other fits as they would otherwise have entitled to absent the injury. 197 Op.Atty.Gen. No. 4.

Provisions of 71 P.S. § 82, do not prohibit member of Pennsylvania State Police from taking 15 days leave of absence during calendar year no matter many days he has been absent from under provisions of § 637 of this and this section. 1958 Op.Atty.Gen.

## § 639. Policemen; borough expenses

(a) The minimum annual salary paid the full-time members of a borough or township by the borough, two hundred dollars (\$5,200) of any borough, town or township, the borough, town or township shall be in excess of five thousand two hundred dollars (\$5,200). The provision for a policeman receiving an annual salary shall be the minimum annual salary.

(b) Any borough, town or township shall be liable for the salaries and attorneys' fees incurred in any action initiated against any such officer in the scope of

LAWRENCE TOWNSHIP POLICE DEPARTMENT

JANUARY 1, 2002

TO

DECEMBER 31, 2004

SERVICE PERSONNEL AND EMPLOYEES  
OF THE DAIRY INDUSTRY

**TEAMSTERS LOCAL UNION NO. 205**

184 LONG RUN ROAD  
WHITE OAK, PA 15131



Exhibit D

## AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, but effective first day of January, 2002, by and between LAWRENCE TOWNSHIP, CLEARFIELD, PENNSYLVANIA, hereinafter called the "Employer", and THE TEAMSTERS LOCAL UNION 205, affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union".

### ARTICLE NO. I - RECOGNITION

Section 1. The Employer hereby recognizes the Teamsters Local Union No. 205 as the exclusive representative for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all police department employees described herein. P.L.R.B. Case No. PF-R-87-42W.

Section 2. The term "employee" when used in the Agreement refers only to regular, full-time employees of the Employer who are sworn police officers and functioning as such, excluding employees considered managerial under applicable law.

Section 3. The Employer agrees that it will make every effort to use full-time officers only and will not use part-time officers to subvert the purpose of the Agreement.

### ARTICLE NO. II - NON-DISCRIMINATION

Section 1. The parties hereto agree not to discriminate against any employee on the basis of his race, religious creed, color, national origin, age, pregnancy, sex, marital status, and non-work related handicaps.

Section 2. The Employer agrees not to interfere with the rights of the employees to become members of the Union.

SECTION 3. The use of male pronouns is for convenience only and is to be read as referring both to males and females.

### ARTICLE NO. III - MAINTENANCE OF MEMBERSHIP

Section 1. All employees who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union shall, as a condition of their employment, maintain their membership in good standing in the Union for the duration of this Agreement. Failure of any such person to maintain his membership in good standing as required herein shall, upon written notice from the

Union to the Employer and the employee, cause the Employer to discharge such person.

SECTION 2. - FAIR SHARE A. All employees who do not become Union members shall as a condition of employment pay to the Union each month, a fair share, an amount equal to the regular monthly dues and of the Union, as a contribution toward administration of this Agreement.

B. The Employer agrees to deduct the fair share from the first pay each month of said Employee and forward it to the Union's Secretary-Treasurer on or before the end of the month for which the deduction is made.

C. The Union agrees to indemnify and hold harmless the Employer from any and all claims, suits or other form of liability which may arise as a result of the Employer making the deductions required under this Article III.

#### ARTICLE NO. IV - DUES CHECK-OFF

Section 1. The Employer agrees to deduct monthly Union dues and/or uniform assessments of the Local Union from the first pay each month of any employee from whom written authorization is received and to send such dues to the Secretary-Treasurer of the Union on or before the end of the month for which the deduction is made.

Section 2. A dues check-off authorization is to be voluntary, but once given, it may not be revoked until fifteen (15) days prior to the expiration of the Agreement.

Section 3. The Union agrees to indemnify and save the Employer harmless from any and all claims, suites, or other forms of liability arising out of deductions of money for Union dues under this Article.

#### ARTICLE NO. V - MANAGERIAL RIGHTS

Section 1. Except as expressly limited by applicable law, or provisions of this Agreement, the Employer shall have and retain, solely and exclusively, all managerial responsibilities which shall include, but not be limited to, the right to determine the policies of the Employer to establish, amend or modify an overall budget; to establish, change, combine, or abolish job classifications or the job content of any classification; to reprimand, suspend, discharge for cause or otherwise relieve employees from duty; to hire, promote, demote, lay off, and recall employees to work; to control and regulate the use of machinery, equipment, and other property of the Employer to introduce new or improved techniques; to determine the number and types of employees required, and to direct the work force, except as restricted or limited by this Agreement.

## ARTICLE NO. VI - SENIORITY

Section 1. Seniority shall be defined as the length of continuous service an employee has had with the Employer from his last date of hire. Seniority shall accrue during absence due to layoff, disability due to accident or illness, or other authorized leaves of absence, provided it is not terminated in accordance with Section 2 below. Seniority provisions of this contract shall not apply to the Chief of the Lawrence Township Police.

SECTION 2. An employee's seniority shall be broken for any of the following reasons:

A. Voluntary termination of employment, including retirements. A written resignation is deemed accepted when delivered to the Supervisors, Administration or Township Clerk. However, any oral resignation may be successfully withdrawn by the employee making it if he does so in writing and within twenty-four (24) hours from the time the employee makes his oral resignation.

B. Discharge for just cause.

C. When recalled from layoff, upon his failure to return to work within a period of one (1) week after the employee has received notification to so return. Employee must be given notice in writing by certified mail, return receipt requested mail only.

D. Layoff in excess of two (2) years due to lack of work.

E. Immediately upon the issuance of a final determination by a state or federal statutory agency that an employee is permanently and totally disabled from performing the work of a police officer.

SECTION 3. Absence from work in excess of two (2) years due to a compensable disability incurred during the course of employment with the Employer shall not break continuous service, provided such individual is returned to work within thirty (30) days after final payment of statutory compensation for such disability.

SECTION 4. All new employees shall be considered probationary employees for a period of one (1) year from their most recent date of employment. During an employee's probationary period, he shall have no seniority rights but shall be entitled to all other fringe benefits after thirty (30) days of employment under this Agreement including pay schedule. A probationary employee may be summarily dismissed during his probation at the sole discretion of the Employer without being subject to the grievance procedure defined herein. A probationary employee, upon completion of this probationary period, shall be entitled to seniority

credited retroactive to his most recent date of employment

SECTION 5. When an employee whose seniority has been broken by any of the above causes is hired again, he shall begin as a new employee of the Employer.

SECTION 6. Seniority of employees who are hired on the same day shall be determined by drawing of "lots".

#### ARTICLE NO. VII - COMPENSATION

SECTION 1. - HOURLY WAGES. The following are the job classifications of the employees covered by this Agreement and the basic hourly wage rate of compensation such employees shall be paid in their respective job classifications.

##### JOB CLASSIFICATION

##### HOURLY WAGE RATES

	<u>1-1-02</u>	<u>1-1-03</u>	<u>1-1-04</u>
Chief	\$17.44	\$17.99	\$18.59
Sergeant	\$17.29	\$17.84	\$18.44
Corporal	\$16.97	\$17.52	\$18.12
Patrolman	\$16.80	\$17.35	\$17.95

SECTION 1 A. New full time employees shall be paid the following hourly wage rate:

- 70% of full time wage rate for the first year,
- 77.5% of full time wage rate for the second year,
- 85% of full time wage rate for third year,
- 92.5% of full time wage rate for fourth year.
- 100% of full time wage rate for fifth year.

SECTION 2.- UNIFORM ALLOWANCE. The Employer shall provide each employee with a uniform allowance of three hundred fifty (\$350.00) dollars, accumulative for a period of two years. All newly hired officers will be equipped with the following items at the Township's expenses: three summer and three winter uniforms, hat, badge, gun, gun belt, holster, handcuffs, shoes, a raincoat, and other seasonal outerwear. They will also receive the annual three hundred fifty (\$350.00) dollar clothing allowance, as described above. The purchase of items from the uniform allowance will be credited for the year the items were purchased.

SECTION 3. Any employee who is required to use his personal vehicle for Township business shall be reimbursed at the maximum rate permitted by the regulations of the Internal Revenue Service, (presently \$.325 per mile) along with reimbursement of any parking fees.

SECTION 4. - WITNESS FEES A police officer required to appear as a



witness while off duty in a connection with his duties in any criminal or civil court, grand jury, justice of the peace, mayor, magistrate, or any administrative hearing on any township business, shall be paid straight time (his regular contract rate of pay for actual hours on such duty and shall be guaranteed a minimum of six (6) hours work, at his regular contract rate of pay, for such off-duty work.

SECTION 5. An officer called or subpoenaed as a witness to appear in any court or administrative hearing on township business during his regular work schedule, shall be paid his regular contract rate of pay for the hours spent at court or administrative hearing, as appropriate per this Agreement. All witness fees for testifying at court hearings are to be turned over to the Township.

SECTION 6. All police work in the Township shall be done by police working under this Agreement. No part time police officers shall be used to take holidays away from full time officers regularly scheduled for such holiday or when a full time officer is not scheduled for such holiday or when a full time officer is not scheduled for forty hours of pay per week.

SECTION 7. Part time Officers wages.

A. \$9.72 for the year 2002, \$10.27 for the year 2003, and \$10.87 for the year 2004.

SECTION 8. LONGEVITY Effective July 1, 2000, in addition to the annual salary, members of the Police Department shall be paid an amount annually as follows:

after ten (10) continuous years of service	2%
after fifteen (15) continuous years of service	4%
after twenty (20) continuous years of service	6%

#### ARTICLE NO. VIII - HOURS OF WORK AND WORK SCHEDULES

SECTION 1. The employer reserves the exclusive right to determine work schedules and to determine the number of employees, if any, to be used during any work shift in accordance with the terms of this agreement.

SECTION 2. The workday shall be defined herein as twenty-four (24) consecutive hours commencing with the employee's shift starting hour. This is not meant to create a time and a half situation for changing shifts during a regularly scheduled work week.

SECTION 3. A regular workweek shall consist of five (5) consecutive eight (8) hour days. Workweeks shall begin at 12:01 a.m. Sunday, and conclude at 12:00 midnight the following Saturday. Work schedules shall

be posted sixty (60) days in advance starting the first day of each month.

SECTION 4. Time and one-half (1-1/2) shall be paid for all hours worked in excess of eight (8) hours during any work day and in excess of forty (40) hours during any regular work week along with any holidays worked. Double time shall be paid for all hours worked in excess of forty-eight (48) hours during any work week, except for court time.

Any police officer holding any of the listed positions of Article VII, Section 1, of this Agreement, shall be compensated for all hours scheduled and worked during a workday and work week while performing police duties according to the terms of this Agreement. There shall be no voluntary services performed without compensation.

SECTION 5. When the need for non-emergency overtime arises, the Employer shall assign overtime from a list of qualified employees within the ranks who normally perform such work on the basis of their status on the overtime seniority list. Assignments from said list shall be rotated in descending order of seniority. The objective is to provide a reasonable procedure for affording employees overtime work opportunities as the need arises. Once an employee is offered overtime, he shall not be offered another overtime assignment until all employees on said list have been afforded the opportunity to work overtime. Any employee on said list who is not available at the time the overtime work arises or declines an offer of overtime work shall be credited for the assignment solely for the purposes of the rotation. An employee will be considered as having been offered overtime for the purpose of determining his place on the overtime rotation list only if direct or telephone communication is made with the employee. The chief or his designee shall be responsible for maintaining said overtime list and shall indicate the employees eligible for overtime assignments.

SECTION 6. It is understood that the employer retains sole discretion to determine the number of employees, if any, to be used on overtime, in accordance with this Agreement.

SECTION 7. When a situation occurs that imposes a threat to the public's health, safety or welfare, it is agreed that any employee may be assigned to the abatement of that situation, regardless of whether the work is overtime or not, without violating this Agreement, but shall receive all compensations according to the terms of this Agreement.

SECTION 8. All employees shall be required to work overtime on event of an emergency that necessitates the working of such overtime.

SECTION 9. Vacation, sick leave, bereavement leave, and jury duty leave, shall not be considered as hours worked for the purposes of

computing overtime pay under this Agreement.

SECTION 10. Except for emergencies, the Employer will notify employees forty-eight (48) hours in advance of any changes in their work schedule.

SECTION 11. An employee called into work at a time when he is not regularly scheduled, shall be guaranteed to a minimum of four (4) hours pay at one and one-half (1-1/2) times his regular rate of pay.

SECTION 12. Overtime pay shall be paid no later than the regular payday in the pay period following the period in which the overtime is worked. Overtime pay for the "Task Force" shall be paid as soon as the Township is reimbursed by the state.

SECTION 13. Off-duty magistrate and court appearance whether criminal or civil, by a police officer shall be compensated at the regular base salary of not less than six (6) hours pay.

SECTION 14. For the purpose of this Agreement, there shall be two types of overtime, scheduled and unscheduled overtime. Scheduled overtime shall be that which is posted on the regular schedule and circulated to the Police Department, which is known in advance and routinely includes overtime caused by holidays, sick leave, parades, personal days, and vacations.

SECTION 15. The Chief of Police will arrange scheduled overtime in accordance with the seniority list of all full time officers posted on said list in order in which they appear on a rotating basis. The Chief of Police, in assigning scheduled overtime, will, including holidays, begin with the most senior man of full time officers whose name appears next on the rotating seniority list. So far as unscheduled overtime is concerned, the same is applicable. List to be posted in the Station. Grievances will not be filed unless call out is directed by the Supervisors.

#### SECTION IX - SICK LEAVE

SECTION 1. Each employee will be given one and one half (1-1/2) days of sick leave per month for a total of fifteen (15) sick days per year with no limits on accumulation. However, upon retirement, accumulated sick days will be paid at the officer's regular base salary up to a maximum of 120 days. In the event of death, all sick days due and owing the officer shall be paid to his next of kin at the rate of \$25.00 per day.

#### ARTICLE NO. X - VACATION

SECTION 1.- ELIGIBILITY. An employee shall get a vacation in any vacation year during the term of this Agreement if:

A. He has completed at least one (1) year of continuous service on or before December 31 of the preceding year (the vacation eligibility year).

B. All fifty-two (52) weeks of the calendar shall be considered for vacations.

SECTION 2. - LENGTH OF VACATION. The following annual paid vacations will be provided:

<u>YEARS OF SERVICE</u>	<u>VACATION</u>
One year	1 week vacation
Two years	2 weeks vacation
Five years	3 weeks vacation
Ten years	4 weeks vacation
Twenty years	5 weeks vacation

SECTION 3. The Chief or his designee should schedule employees' work so as to enable each employee to take vacation which he becomes entitled to during the year. Vacation leave shall be granted at such times as are determined by the Employer to be consistent with the provision of full services to the public and in the best interests of the Police Department. Vacation leave shall not accumulate from year to year.

SECTION 4. Each week of vacation shall consist of seven (7) consecutive calendar days which constitute the employee's normal workweek. The employee will be paid for only five (5) days or forty (40) hours pay at the employee's regular straight-time hourly wage rate for each week of vacation.

SECTION 5. Annual vacation schedules will be posted on or about January 1 of each year, and will encompass the period January 1 through December 31. List is to be posted in the Office.

SECTION 6. Selection of vacation will be on a seniority basis, with each officer posting at least one (1) week or all of his vacation time when his turn in the schedule appears. If the Officer selects only one (1) week, he may not select additional time until the list has been completely rotated. Officers with a maximum of two (2) weeks vacation eligibility must post at least one (1) week of vacation no later than April 1st of each year. Officers with more than two (2) weeks of vacation must post at least two (2) weeks of vacation by April 1 of each year. If a vacation must be canceled, the Officer canceling the vacation may not bump a junior officer from his posted vacation unless his cancellation was departmentally implemented.

SECTION 7. Employees will be required to take time off for their

vacations. Once vacations are scheduled and approved, they may not be changed without approval of the Chief of Police. An employee whose vacation is canceled by the Department and who, thereby, suffers out-of-pocket financial loss, shall be made whole by the Township and shall be given a later opportunity within the calendar year to take his vacation. Any employee called back from vacation shall be paid double time plus time off, with pay at a later date.

SECTION 8. If a holiday occurs during an employee's vacation period, the employee shall receive an extra days pay consisting of eight (8) hours at straight hourly rate of pay. Employee gets one comp day to be taken later.

SECTION 9. Vacation entitlement may be used in conjunction with regularly scheduled days off, provided said days off are approved by the Chief.

SECTION 10. One week of vacation may be taken one day at a time.

SECTION 11. If an employee with one or more years of service dies or retires prior to the completion of a credit year, he shall receive vacation pay pro-rated in accordance with the number of complete months worked in the credit year.

#### ARTICLE NO. XI - HOLIDAYS

SECTION 1. The following holidays will be observed as paid holidays for employees covered in this Agreement:

NEW YEARS DAY  
MARTIN LUTHER KING DAY  
GOOD FRIDAY  
MEMORIAL DAY  
FOURTH OF JULY  
EASTER SUNDAY  
LABOR DAY

FLAG DAY  
VETERANS DAY  
THANKSGIVING DAY  
CHRISTMAS DAY  
DAY AFTER CHRISTMAS DAY  
EMPLOYEE'S BIRTHDAY  
FOUR (4) PERSONAL DAYS

SECTION 2. When one of the holidays specified in Section 1 is observed during an employee's work period, he shall be entitled to one (1) additional day off with pay to be scheduled by mutual agreement of the Township and employee.

SECTION 3. Holiday leave shall be granted only during the year in which the employee becomes entitled to it.

SECTION 4. Any employee who is scheduled to work on any of the holidays set forth in Section 1 shall be compensated at the rate of one and one-half (1-1/2) times his regular rate of pay.

SECTION 5. In order to be eligible for holiday pay as provided for in this Article, the employee must work his regularly scheduled work day immediately prior to said holiday and his regularly scheduled work day immediately after said holiday, unless he is absent because of death in the family, sick leave, jury duty, or other reasonable cause acceptable to management.

SECTION 6. Any employee who is not scheduled to work on a holiday listed in Section 1 above shall be paid eight (8) times his regular hourly rate of earnings during the payroll period in which the holiday occurs.

SECTION 7. Holiday assignments worked will be made in order of seniority, by rotation according to the seniority list posted.

#### ARTICLE NO. XII - BEREAVEMENT LEAVE

In case of death in the immediate family, three (3) consecutive days with pay will be granted to each employee. Immediate family is defined as mother, father, children, husband, wife, brother, sister, step-parents, grandchildren and step-children. In the event of the death of an employee's brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandparents, mother-in-law, father-in-law, the employees will be granted two (2) days off with pay. The rate of pay will consist of the employee's regular base salary rate per scheduled work day. The intent of the parties is to permit employees time off in the event of bereavement without loss of regular pay.

#### ARTICLE NO. XIII - JOB STEWARDS

SECTION 1. The Employer recognizes the right of the Union to designate its Job Stewards and alternates. The authority of Job Stewards and alternates so designated by the Union, shall be limited and shall not exceed the following duties and activities:

A. Investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.

B. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its Officers, provided such messages and information

(1) have been reduced to writing, or

(2) if not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns or refusal to obey orders, or any other interference with the Employer's business.

SECTION 2. Job Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business.

SECTION 3. The Employer recognizes these limitations upon the authority of the job stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have authority to impose proper discipline, including discharge, in the event that the Job Steward has taken unauthorized strike action, slowdown activity, or any work stoppage or work interference, or has acted in a manner indicating his approval of same, in violation of this Agreement.

SECTION 4. Job Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer. Such investigation, presentation and processing shall take place during the Job Steward's non-working time except that the Job Steward may have a maximum of one (1) hour during any workweek to participate in a Step Three Grievance Meeting which is held at a time when the Job Steward is scheduled for work. Such one (1) hour shall be considered a working hour in computing daily and/or weekly overtime.

#### ARTICLE XIV - SUSPENSION - DISCHARGE

SECTION 1. The Employer retains the right to suspend, discharge and discipline any employee for just cause. In all cases involving discharge, suspension, or disciplining of an employee, the Employer shall comply with all of the provisions of the Police Tenure Act, Act of 1951, June 15, PL 586 S 1 et seq. The discharge, suspension or disciplining of any employee shall, at the employee's option, be subject to or heard under the provisions of the grievance procedure contained in the Collective Bargaining Agreement or the Police Tenure Act.

#### ARTICLE NO. XV - GRIEVANCE PROCEDURE

SECTION 1. A grievance is a dispute concerning the interpretation, application, or alleged violation of the specific terms or provisions of this Agreement. Any grievance arising between the Employer and the Union or an employee represented by the Union shall be settled in the following manner:

A. Step One - Within five (5) workdays of the date a grievance arises, the employee and the Job Steward shall discuss the grievance with THE CHAIRMAN OF LAWRENCE TOWNSHIP. If the grievance is not resolved to the mutual satisfaction of the parties, then the grievance may be appealed by the Union and/or the employee within five (5) workdays following receipt of the written response of the Chairman of Lawrence Twp. in Step One to the Board of Supervisors.

B. STEP TWO - The Board of Supervisors, within ten (10) workdays after receipt of the appeal, shall meet with the aggrieved employee and his Job Steward in an attempt to adjust the grievance. The Board of Supervisors shall give the aggrieved employee and his Job Steward a written decision within five (5) workdays following said meeting. If the Union does not proceed with the grievance to Step Three within the time limits mutually agreed upon, the grievance shall be considered to be satisfactorily resolved.

C. STEP THREE ARBITRATION - If the grievance has not been satisfactorily resolved at Step Two, the Union may appeal to arbitration within ten (10) days after a decision at Step two has been rendered. A request for arbitration may be initiated by the Union serving upon the Board of Supervisors notice in writing of an intent to proceed to arbitration. The notice shall identify the Agreement provisions in dispute, the issue(s) to be determined, and the employee or employees involved. Upon receipt of a notice requesting arbitration the parties shall attempt to select an arbitrator; if the parties cannot voluntarily agree upon the selection of an arbitrator, they shall notify the State Mediation and Conciliation Service of their desire to have that Service submit to the parties a panel of seven (7) arbitrators. Each party shall alternately strike until one (1) name remains. The Employer shall strike the first name at the initial grievance and thereafter the initial strike shall alternate between the Employer and the Union. The person remaining shall be the arbitrator.

(1) 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 on the issue(s) presented and shall confine his decision solely to the application and interpretation of this Agreement.

(2) The cost of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its own case.

SECTION 2. The grievance may be withdrawn by the Union or the aggrieved employee 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 grievance.

SECTION 3. Time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the Employer and the Union, be binding and any grievance not timely processed thereafter, shall not be arbitrable. Weekends and holidays do not count.

SECTION 4. The arbitrator's decision shall be final and binding on all



parties.

#### ARTICLE NO. XVI - INSURANCE AND PENSION

SECTION 1. The employer will provide false arrest insurance covering each police officer which will protect those employees from potential civil liabilities for work performed by police officers on behalf of the Township and where the police officers are acting within the scope of the duty.

SECTION 2. The Employer shall provide a life insurance benefit during employment of \$40,000.00 (having a double indemnity provision for accidental death and dismemberment). Employee gets to name the beneficiary.

SECTION 3. Health Insurance. Bargaining unit members shall be enrolled in the Select Blue Program. The cost for this benefit shall be paid entirely by the Employer. Benefits under Select Blue Program shall not be lowered for the duration of this contract. Bargaining unit members shall also be covered at the Employers expense, for Dental and Vision coverage through the Employer-Teamsters Local 205 Welfare Fund. Premiums for Dental and Vision coverage shall be \$52.00 per member, per month and shall not be increased for the life of this Agreement. The Employer also will provide sick and accidental insurance in the amount of \$250.00 weekly.

SECTION 4. Pension. Bargaining unit members shall receive a pension after reaching fifty (50) years of age and having completed twenty-five (25) years of service which will be 100% vested at a regular base pay, including overtime and longevity based on the final thirty-six (36) months before retirement. Each employee shall be given an opportunity to buy back all military service as provided by Act 600. The Township agrees to a Review Board comprised of the three elected supervisors and three officers appointed by the officers themselves for pension purposes. All hours worked with the Task Force shall be added towards retirement benefits

SECTION 5. Beneficiary Benefit. A benefit is payable to the employee's beneficiary upon his death after reaching normal retirement eligibility. The benefit shall equal 50% of the benefit the employee was receiving or was entitled to receive. This benefit is payable until the death of the employee's beneficiary.

SECTION 6. Vesting. If the employee terminates his employment after twelve (12) years of service, he will be eligible to receive a monthly benefit commencing at his normal retirement date. This benefit will be based on his total compensation at termination.

SECTION 7. Social Security Offset/Integration. A zero percent (0%) offset/integration factor of social security benefits is applied with relation to the benefits paid pursuant to the Pension Plan. There shall be no offset or reduction in pension benefits payable to the employee by virtue of the payment of social security benefits.

SECTION 8. Pension Service Increments (5.07). Notwithstanding anything contained in the Plan to the contrary, a Participant who shall retire after completion of at least twenty-six (26) years of Aggregate Service shall be entitled to receive a monthly service increment benefit provided, however, that the Participant shall have accrued sufficient service credit pursuant to this section 5.07. Such service increment shall only be available to a participant who shall retire after attainment of Normal Retirement Date under section 5.01 and whose Aggregate Service for purposes of this section 5.07 shall only include periods of time when the Participant actively renders service in the employment of the Employer but shall not include a period of time during which the Participant received a Disability Benefit under the terms of this Plan or was not otherwise in active employment for the Employer. Such service increment shall be in an amount equal to one hundred dollars (\$100.00) for one completed year of Aggregate Service in excess of twenty-five (25) years and shall be paid monthly in addition to the amount of Normal Retirement Benefit calculated pursuant to section 5.02 hereof. The Benefit under this Paragraph shall not exceed one hundred dollars (\$100.00).

SECTION 9. If possible, the Township shall provide to all bargaining unit employees an actuary study which shall determine the amount of his accrued pension at normal retirement date, along with a vested pension study benefit at the current amount of years each employee has vested, to be supplied to each employee at the beginning of the contract at no expense to the employee.

SECTION 10. All other Township legislation concerning the Police Pension Plan shall be incorporated and made part of this Agreement.

SECTION 11. Reopen for pension if Act 600 is updated through legislative or court action.

SECTION 12. The Township shall implement Plan 457 (savings) total cost of implementation to be paid by the Employer.

SECTION 13. Early Retirement Benefit The early retirement benefit shall be provided to a member of the police force with twenty (20) or more years of service who terminates employment prior to the completion of superannuating retirement age and service requirements and who files a written application for an early retirement benefit with the governing body of the municipality or regional police department. 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 should 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.").

#### ARTICLE NO. XVII - MISCELLANEOUS

SECTION 1. Four (4) boxes of ammunition per scheduled qualifying shall be supplied to each police officer for practice to improve and maintain his proficiency with a weapon he customarily carries on the job. Officers shall receive four (4) hours pay at their regular base salary for scheduled qualifying. The Township shall also provide expenses for targets and instructor fees.

SECTION 2. Officers may take their meals at their place of personal preference, within Township jurisdiction when at all possible. In the event a place within Township jurisdiction is not available, the officer may go the next closest available place as long as it does not conflict with work duties.

SECTION 3. When attending court or magistrate's hearings, officers shall be permitted to use one of the police cruisers, if available, for transportation.

SECTION 4. Any employee who fails to notify the Township of his absence one (1) hour or more prior to his regularly scheduled starting time on the day of absence, shall lose his day's pay for such absence, unless an emergency prevents such notification, provided this section shall not

prevent the Township from taking disciplinary action.

SECTION 5. Leaves of absence shall not be granted unless such individual leave is approved by the Township and the Union.

SECTION 6. The Employer shall not make any verbal or written agreement with any member of the bargaining unit that is contrary to any term of this Agreement.

SECTION 7. All police work in the Township shall be done by police working under this Agreement except for part-time police or where police in other communities are responding to a situation in the Township as the result of a mutual aid pact. The use of firemen, volunteers, or other similar kinds are prohibited.

SECTION 8. Any heading preceding the text of the several Articles contained in this Agreement is inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall the heading affect the meaning, construction or effect of the Article.

SECTION 9. Jury Duty. Any employee who has been called for jury duty shall be excused from work for each such day on which he serves or reports to serve and shall be compensated by the Township, at his regular base salary rate, however, the employee if excused from jury service before 11:00 A.M., shall report to work his regular scheduled shift, unless scheduled daylight. An employee receiving notice to report to jury shall immediately notify the Chief of Police.

SECTION 10. Past Practices as is Clause. All existing benefits and practices previously enjoyed by members of the bargaining unit not modified by this Agreement, shall remain 'as is', except as inconsistent to this agreement.

SECTION 11. SAFETY CLAUSE. All police officers shall be issued, by the Township when needed, a protective vest. All marked police vehicles used in police duties shall be equipped with a front mounted shotgun or rifle, a protective screen separating the driver from the rear passenger seat, an operational flashlight and radio. Also, mutual aid agreements shall be made with surrounding police departments for best efforts, Clearfield Borough and Curwensville Borough. The necessary arrangements shall be made by the Township through their doctor for each officer to be given the Hepatitis V vaccination. Police vehicles reaching 150,000 miles shall be removed from regularly scheduled police duties.

SECTION 12. All full time policemen are hereby required to attend one of the State Police Academy training schools within one (1) year from the date of employment and said policeman shall be on probationary status until satisfactory completion of said training school. No

policeman attending any school will be paid overtime regardless of classroom hours but will receive his weekly wage based on the above schedule at the rate of forty (40) hours per week for each week in attendance at school, provided however, that attendance at school during a period when a holiday occurs will result in holiday pay for the policeman. Mileage shall be at the rate of twenty (.20) cents per mile or at the option of the supervisors, to be furnished transportation. Any special equipment including special clothing required by the school shall be furnished by the township. In case lodging and meals are furnished by the school, the township will pay the same. In all other cases where lodging and meals are not furnished by the school, the per diem allowance shall be forty (\$40.00) dollars per day. Any expense, directly related to school attendance, i.e. meals, lodging, and travel, over and above the amounts stated herein, shall be paid by Lawrence Township upon submission of receipts by the attending officer(s). Per diem shall not be paid for officer request schools where costs are paid by the school.

#### ARTICLE NO. XVIII - POLICE OFFICER'S BILL OF RIGHTS

- A. When an anonymous complaint is made against a police officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.
- B. When a citizen complaint is filed, it must be done in writing, signed by the complainant and filed no later than thirty (30) days from the alleged event.
- C. An internal investigation must take place concerning said complaint and all parties, whether subject or witness, must be part of such investigation.
- D. After said investigation, all information should be corroborated, and found to be true beyond a reasonable doubt before charges are filed against any employee. The accused employee shall be notified orally, or in writing of the complaint and be forwarded a copy of said complaint within five (5) days upon completion of the initial investigation if the Township is going to file charges or take disciplinary action.
- E. A police officer, whether subject or witness, must be informed of the nature of any questioning before the actual interrogation takes place.
- F. Upon any interrogation of a police officer where written statements, transcripts, or mechanical records are made, a union representative must be present and a copy of the same must be given to the police officer without cost.

G. At the request of any police officer, he shall have the right to review his personnel file.

H. Unless agreed to by the parties, neither the police officer nor Lawrence Township shall not make public comments on the reason for any disciplinary action taken against any police officer.

I. Effective, January 1, 1992, and for the term of this Agreement, the Township agrees to purge the personnel files of any and all disciplinary actions that occurred prior to this Agreement, and the Township further agrees that any and all disciplinary actions taken after January 1, 1992, and throughout this Agreement, shall only be kept in an employee personnel file for two (2) years from the date of the infraction and then the infraction shall be removed.

#### ARTICLE NO. XIX - LEGALITY

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. In the event that some aspect of this Agreement shall be found not to comply with applicable statutes, governmental regulations and judicial decisions, the parties shall immediately bargain concerning adjustments in the Agreement designed to make the Agreement comply with the applicable statute, governmental regulation or judicial decision with which it is at odds.

#### ARTICLE XX - SEPARABILITY

In the event any of these 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 Federal or State Court, such invalidity or 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. The parties thereupon may, within thirty (30) days, meet to discuss said invalidity or unenforceability.

#### ARTICLE NO. XXI - DURATION

SECTION 1. Pursuant to the requirements of Act 111 of 1968, this Agreement shall be binding upon the parties hereto, their successors and assigns, from January 1, 2002, to and including December 31, 2004, and thereafter from year to year except that either party may notify the other by certified mail on or before July 1st of its desire to modify or terminate this Agreement.

SECTION 1 A. Those paragraphs within this agreement which are underlined take precedence over any other paragraph which is inconsistent herewith.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers and representatives and intending to be legally bound hereby, have hereinafter affixed their hands and seals this 17<sup>th</sup> day of April, 2001.

TEAMSTERS LOCAL UNION 205

William D. Lickert Pres.

**TEAMSTERS LOCAL 205**

4/9/01

LAWRENCE TOWNSHIP

Mike J. Smith

Donald B. Luyten

William D. Lawhead

Rec'd 6-21-02  
**LAWRENCE TOWNSHIP BOARD OF SUPERVISORS**

**SUPERVISORS**

MELVIN L. SMITH  
WILLIAM D. LAWHEAD  
EDWARD E. BROWN

(814) 765-0176



**SECRETARY-TREASURER**  
BARBARA SHAFFNER

(814) 765-4551  
FAX (814) 765-5258

E-Mail ltbos@pennswoods.net

P.O. BOX 508  
CLEARFIELD, PA. 16830

June 20, 2002

James E. Dohner  
332 Turnpike Avenue  
Clearfield, PA 16830

Dear Jim,

It has been brought to our attention that your sick, vacation, personal and holidays will be used up by June 22, 2002. As per the attached letter from State Workers, your claim for Heart & Lung was denied, therefore your employment with Lawrence Township will cease as of June 22, 2002. Because of your employment terminating in June your Select Blue Health Insurance thru Select Blue will be covered until July 31, 2002. At this time you may elect to pick up the Insurance coverage under COBRA.

Please let the Township Secretary know before July 10, 2002 of your intentions for health coverage. The following is a break down on your current coverage: (these prices are subject to change.)

Medical	\$1,013.31
Vision & Dental	53.00
TOTAL	\$1,066.31

**Single Coverage(Employee only)**

Medical	\$ 326.54
Vision	2.61
Dental	23.70
TOTAL	\$ 352.85

Lawrence Township Board of Supervisors,

LTBOS/bss

Enclosures

Cc: F. Cortez Bell III

*William D. Lawhead*  
William D. Lawhead, Chairman

*Melvin L. Smith*  
Melvin L. Smith, Vice Chairman

*Edward E. Brown*  
Edward E. Brown, Supervisor



NOTICE OF WORKERS'  
COMPENSATION DENIAL

EMPLOYEE SOCIAL SECURITY NUMBER

269407509

DATE OF INJURY

10/02/2001

DATE OF NOTICE

04/22/2002

MONTH DAY YEAR

MONTH DAY YEAR

PA BWC CLAIM NUMBER (IF KNOWN)

EMPLOYEE

EMPLOYER

First Name James  
Last Name Dohner  
Address 332 Turnpike Avenue  
Address  
City/Town Clearfield State PA Zip 16830  
County Clearfield  
Telephone 8147651437

Name Lawrence Twp Board of Supervisors  
Address P.O. Box 508  
Address  
City/Town Clearfield State PA Zip 16830  
County Clearfield  
Telephone 8147654551 FEIN

INSURER or THIRD PARTY ADMINISTRATOR (if self insured)

Name State Workers' Insurance Fund  
Address 607 Main Street  
Address Suite 300  
City/Town Johnstown State PA Zip 16830  
Telephone 8145332351 Bureau Code 001  
County Cambria  
Claim # 1417703-04 FEIN

NOTICE: A copy of this Notice of employer/insurer intent to deny the claimant's right to workers' compensation benefits must be sent to the employee or dependent not later than 21 days of employer's notice or knowledge of employee's disability or death. The original to be filed with the Bureau. Failure to comply may result in imposition of penalties.

The employer/insurer declines to pay workers' compensation benefits to claimant because:

- x 1. The employee did not suffer a work-related injury. The definition of injury also includes aggravation of a pre-existing condition, or disease contracted as a result of employment.
2. The injury was not within the scope of employment.
3. The employee was not employed by the defendant.
4. Although an injury took place, the employee is not disabled as a result of this injury within the meaning of the Workers' Compensation Act.
5. The employee did not give notice of his/her injury or disease to the employer within 120 days within the meaning of Sections 311-313 of the Workers' Compensation Act.
6. Other good cause. Please explain fully in the space below. Failure to obtain medical confirmation of the injury will not be considered good cause to deny benefits if caused by dilatory conduct of insurance carrier or employer.

If it is alleged that physicians' reports were requested and not received, please give the date(s) they were requested. Attach a copy of request(s) for release(s). List dates:

Name of Claims Representative

Signature of Claims Representative



496 1197-1

Phone Number

\*Any individual filing misleading or incomplete information knowingly and with intent to defraud is in violation of Section 1102 of the Pennsylvania Workers' Compensation Act and may also be subject to criminal and civil penalties through Pennsylvania Act 165.

SEE OTHER SIDE FOR EMPLOYEE'S RIGHT TO FILE PETITION CONTESTING DENIAL  
LIBC-496 REV 11-97

(over)

## EMPLOYEE'S RIGHTS TO CONTEST DENIAL OF WORKERS' COMPENSATION BENEFITS

- You have the right to contest this denial of your claim for workers' compensation benefits. Your petition will be heard by a Workers' Compensation Judge. You and your employer will have the opportunity to testify and provide medical evidence with respect to your claim. Both you and your employer will have the right to bring witnesses. You may retain an attorney to represent you in this proceeding although representation by an attorney is not required by law. Because of the legal complications that can arise in occupational disease and workers' compensation cases, you may want to consider legal advice. If you do not know how to contact an attorney, please contact your local Bar Association Lawyer Referral Service.

The procedure for filing a petition is as follows :

1. At your request, a petition will be mailed to you. You and/or your attorney need to fill this out and return it to the Bureau with appropriate copies. One copy should be sent by you to your employer.
2. A petition for an injury must be filed within three years of the date of injury. For occupational disease claims, disability or death must occur within 300 weeks from last exposure. A petition must be filed no later than three years from that date. Failure to file a petition within these rules may result in loss of your claim.
3. You must give notice of your work-related injury or disease to your employer within 120 days of the date you knew (or should have known) that you were injured or had contracted a work-related disease.
4. When your petition is received by the Bureau of Workers' Compensation, it will be assigned to a Judge for hearing. You will be notified of your hearing date. All parties are requested to be fully prepared prior to the first hearing.

If you need petition forms or have questions, please contact the Bureau of Workers' Compensation :

TOLL FREE : 800-482-2383

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

No. 02-995-CD

JAMES E. DOHNER,

Plaintiff

vs.

LAWRENCE TOWNSHIP and LAWRENCE  
TOWNSHIP BOARD OF SUPERVISORS,  
Defendants

COMPLAINT

FILED

01:35  
JUN 27 2002

William A. Shaw  
Prothonotary

BELL, SILBERBLATT & WOOD

ATTORNEYS AT LAW  
318 EAST LOCUST STREET  
P. O. BOX 670  
CLEARFIELD, PA. 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

JAMES E. DOHNER,

Plaintiff

vs.

No. 02-995-CD

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,

Defendants

DATE OF NOTICE: August 16, 2002

IMPORTANT NOTICE

**YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:**

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
2nd & Market Streets  
Clearfield, Pennsylvania 16830  
Telephone (814) 765-2641 Ex. 5982

BELL, SILBERBLATT & WOOD  
BY

**FILED**

AUG 16 2002  
01:40/NOCC  
William A. Shaw  
Prothonotary

F. Cortez Bell, III  
F. Cortez Bell, III, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

JAMES E. DOHNER,

Plaintiff

vs.

No. 02-995-CD

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,

Defendants

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Default Notice was served on the following,  
as set forth below, in the manner indicated, postage pre-paid on the 16<sup>th</sup> day of August, 2002:

First Class Mail, Postage Pre-Paid

Lawrence Township  
c/o Lawrence Township Board  
of Supervisors  
George Street  
P.O. Box 508  
Clearfield, PA 16830

Lawrence Township Board of  
Supervisors  
George Street  
P.O. Box 508  
Clearfield, PA 16830

Hand Delivery

Mr. James A. Naddeo, Esquire  
211½ East Locust Street  
Clearfield, PA 16830

F. Cortez Bell, III

F. Cortez Bell, III, Esquire  
Attorney for Plaintiff  
BELL, SILBERBLATT & WOOD  
P.O. Box 670  
Clearfield, PA 16830  
(814)765-5537  
PA. I.D. #30183

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION  
No. 02-995-CD

JAMES E. DOHNER,  
Plaintiff

vs.

LAWRENCE TOWNSHIP and LAWRENCE  
TOWNSHIP BOARD OF SUPERVISORS,  
Defendants

DEFAULT NOTICE

BELL, SILBERBLATT & WOOD  
ATTORNEYS AT LAW  
318 EAST LOCUST STREET  
P. O. BOX 670  
CLEARFIELD, PA. 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER,  
Plaintiff,

v.

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,  
Defendants.

No. 02-995-CD

Type of Pleading:

Answer to Complaint and  
New Matter

Filed on behalf of:  
Defendants

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

211 1/2 E. Locust Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED**

AUG 28 2002

0131711ccatty Naddeo  
William A. Shaw  
Prothonotary

*[Handwritten signature]*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER,  
Plaintiff,

v.

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,  
Defendants.


\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

No. 02-995-CD

NOTICE TO PLEAD

TO THE PLAINTIFF:

You are hereby notified to file a written response to  
the enclosed New Matter within twenty (20) days from service  
hereof or a judgment may be entered against you.

  
James A. Naddeo  
Attorney for Defendants



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER,	*
Plaintiff,	*
	*
v.	* No. 02-995-CD
	*
LAWRENCE TOWNSHIP and	*
LAWRENCE TOWNSHIP BOARD	*
OF SUPERVISORS,	*
Defendants.	*

ANSWER TO COMPLAINT

NOW COME the Defendants, Lawrence Township and  
Lawrence Township Board of Supervisors, and by their attorney,  
James A. Naddeo, Esquire, set forth the following:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.
8. Denied and on the contrary Defendants incorporate  
their New Matter hereinafter set forth by reference and make it  
a part hereof.
9. States a conclusion of law to which no answer is  
required.

COUNT I - HEART AND LUNG ACT BENEFITS

10. Defendants incorporate their answers to Paragraphs 1 through 9 of Plaintiff's Complaint by reference and make it a part hereof.

11. Admitted.

12. Denied in that after reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of said averment.

13. Denied in that after reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of said averment. In further answer thereto Defendants incorporate New Matter hereinafter set forth by reference and make it a part hereof.

14. Denied in that after reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of said averment. In further answer thereto Defendants incorporate New Matter hereinafter set forth by reference and make it a part hereof.

15. States a conclusion of law to which no answer is required.

16. Admitted but in further answer thereto Defendants incorporate New Matter hereinafter set forth by reference and make it a part hereof.

17. States a conclusion of law to which no answer is required.

18. Admitted as stated but in further answer thereto it is alleged that the letter attached to Plaintiff's Complaint as Exhibit "B" states as follows: "occurrences now make it quite probably that he would not be in a position that his physicians would release him for return to his employment".

19. Denied and in further answer thereto Defendants incorporate New Matter hereinafter set forth by reference and make it a part hereof.

20. States a conclusion of law to which no answer is required. To the extent that an answer may be required, Defendants incorporate their New Matter hereinafter set forth by reference and make it a part hereof.

WHEREFORE, Defendants respectfully request that Count I of Plaintiff's Complaint be dismissed.

COUNT II - HEART AND LUNG ACT - RESTORATION  
OF SICK LEAVE/HOLIDAYS/VACATION  
DAYS/PERSONAL DAYS

21. Defendants incorporate their answers to Paragraphs 1 through 20 of Plaintiff's Complaint by reference and make them a part hereof.

22. States a conclusion of law to which no answer is required.

23. Admitted as stated but in further answer thereto Defendants incorporate their New Matter hereinafter set forth by reference and make it a part hereof.

24. Admitted but in further answer thereto Defendants incorporate their New Matter hereinafter set forth by reference and make it a part hereof.

25. States a conclusion to which no answer is required. To the extent that an answer may be required, said allegation is generally denied and in further answer thereto Defendants incorporate their New Matter hereinafter set forth by reference.

WHEREFORE, Defendants request that Count II of Plaintiff's Complaint be dismissed.

COUNT III - LONGEVITY PAY

26. Defendants incorporate their answers to Paragraphs 1 through 25 of Plaintiff's Complaint by reference and make them a part hereof.

27. Admitted.

28. Admitted.

29. Admitted in so far as it states that Plaintiff has been continually employed on a full-time basis as a police officer for the Defendant, Lawrence Township, since May, 1982. In further answer thereto it is alleged that Plaintiff's full-time employment with Defendant terminated on October 2, 2001.

30. Admitted.

31. Admitted but in further answer thereto Defendants incorporate their New Matter hereinafter set forth by reference and make it a part hereof.

32. States a conclusion of law to which no answer is required. To the extent that an answer may be required, Defendants incorporate their New Matter hereinafter set forth by reference and make it a part hereof.

33. States a conclusion of law to which no answer is required. To the extent that an answer may be required, said allegation is generally denied and in further answer thereto Defendants incorporate their New Matter hereinafter set forth by reference and make it a part hereof.

WHEREFORE, Defendants respectfully requests that Count III of Plaintiff's Complaint be dismissed.

#### COUNT IV - DISABILITY INSURANCE PAYMENTS

34. Defendants incorporate their answers to Paragraphs 1 through 33 of Plaintiff's Complaint by reference and makes them a part hereof.

35. Admitted.

36. Admitted.

37. Denied and on the contrary it is alleged that at no time did Defendants terminate Plaintiff's disability benefits, but to the contrary said benefits were terminated by the carrier for reason that said disability benefits had expired.

38. Denied and on the contrary it is alleged that all members of the police force are covered by a disability policy provided by The National Term Life Insurance Company which policy provides for a wage continuation benefit for a period of 26 weeks.

39. Denied and in further answer thereto Defendants incorporate their answers to Paragraphs 37 and 38 of Plaintiff's Complaint by reference and make them a part hereof.

WHEREFORE, Defendants respectfully request that Count V of Plaintiff's Complaint be dismissed.

COUNT V - RRECALCULATION OF SICK  
DAYS/PERSONAL DAYS/VACATION  
DAYS/HOLIDAYS

40. Defendants incorporate their answers to Paragraphs 1 through 39 of Plaintiff's Complaint by reference and make them a part hereof.

41. States a conclusion of law to which no answer is required. To the extent that an answer may be required, said allegation is generally denied. In further answer thereto Defendants incorporate New Matter as hereinafter set forth and make it a part hereof by reference.

42. Denied in that after reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of said averment. In further answer thereto Defendants incorporate New Matter hereinafter set forth and make it a part hereof by reference.

43. Denied in that after reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of said averment. In further answer thereto Defendants incorporate New Matter hereinafter set forth and make it a part hereof by reference.

44. Denied in that after reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of said averment. In further answer thereto Defendants incorporate New Matter hereinafter set forth and make it a part hereof by reference.

45. States a conclusion of law to which no answer is required. To the extent that an answer may be required, said allegation is generally denied. In further answer thereto Defendants incorporate New Matter hereinafter set forth and make it a part hereof by reference.

WHEREFORE, Defendants respectfully request that Count V of Plaintiff's Complaint be dismissed.

#### COUNT VI - UNLAWFUL TERMINATION

46. Defendants incorporate their answers to Paragraphs 1 through 45 of Plaintiff's Complaint by reference and make them a part hereof.

47. Admitted but in further answer thereto Defendants incorporate New Matter hereinafter set by reference and make it a part hereof.

48. States a conclusion of law to which no answer is required. In further answer thereto Defendants incorporate New Matter hereinafter set forth by reference and make it a part hereof.

49. States a conclusion of law to which no answer is required. In further answer thereto Defendants incorporate New Matter hereinafter set forth by reference and make it a part hereof.

50. States a conclusion of law to which no answer is required. In further answer thereto Defendants incorporate New Matter hereinafter set forth by reference and make it a part hereof.

51. States a conclusion of law to which no answer is required. To the extent that an answer may be required, said allegation is generally denied and Defendants incorporate New Matter hereinafter set forth by reference and make it a part hereof.

52. States a conclusion of law to which no answer is required. In further answer thereto Defendants incorporate New Matter hereinafter set forth by reference and make it a part hereof.

53. Denied in that after reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of said averment. In further answer



thereto Defendants incorporate New Matter hereinafter set forth by reference and make it a part hereof.

54. States a conclusion of law to which no answer is required. To the extent that an answer may be required, said allegation is generally denied and in further answer thereto Defendants incorporate New Matter hereinafter set forth by reference and make it a part hereof.

55. States a conclusion of law to which no answer is required. To the extent that an answer may be required, said allegation is generally denied and in further answer thereto Defendants incorporate New Matter hereinafter set forth by reference and make it a part hereof.

WHEREFORE, Defendants respectfully request that Count VI of Plaintiff's Complaint be dismissed.

DEFENDANTS' NEW MATTER AS TO  
COUNTS I THROUGH VI OF PLAINTIFF'S COMPLAINT

56. That Plaintiff suffered a heart attack on October 2, 2001 the result of which rendered him permanently and totally disabled in respect to his duties as a police officer for Defendants.

57. That from the date of Plaintiff's heart attack up to and including the date of the letter directed to Defendants by Plaintiff's counsel which letter is dated May 28, 2002 and attached to Plaintiff's Complaint as Exhibit "B" and incorporated

herein by reference, both Plaintiff and his counsel maintained that Plaintiff was permanently and totally disabled and would not return to his position as a police officer for the Defendants.

58. That as a result of the representations made by Plaintiff and his counsel, Defendant denied Plaintiff's request for heart and lung benefits.

59. That Plaintiff at no time informed Defendants that he intended to return to work or that he would be able to return to work following a period of convalescence until the filing of the instant suit wherein Plaintiff now alleges that he intends to return to work upon completion of his rehabilitation and convalescence.

60. That Defendants believe and therefore aver that Plaintiff has been totally and permanently disabled since October 2, 2001 and that he has no intention of returning to his employment as a police officer and has permanent physical impairment which would prohibit him from performing his duties as a police officer.

WHEREFORE, Defendants respectfully request that Counts I through VI of Plaintiff's Complaint be dismissed.

DEFENDANTS' NEW MATTER AS TO  
COUNTS V AND VI OF PLAINTIFF'S COMPLAINT

61. That the Defendants incorporate Paragraphs 56 through 60 of their New Matter set forth herein and make them a part hereof.

62. That the parties to this action are parties to a Collective Bargaining Agreement dated April 17, 2001 for a contract period commencing January 1, 2002 through December 31, 2004. A copy of said Contract is attached to Plaintiff's Complaint as Exhibit "D" and incorporated herein by reference.

63. That Count V of Plaintiff's Complaint alleges or implies a violation of the Collective Bargaining Agreement referred to in Paragraph 62 hereof.

64. That Count VI of Plaintiff's Complaint alleges a violation of the Collective Bargaining Agreement referred to in Paragraph 62 hereof.

65. That Article XV of the Collective Bargaining Agreement provides for a grievance procedure.

66. That Plaintiff has never filed a grievance as a result of Defendants' alleged violations of the Collective Bargaining Agreement.

67. That the grievance procedure contained in the Collective Bargaining Agreement is the exclusive remedy available

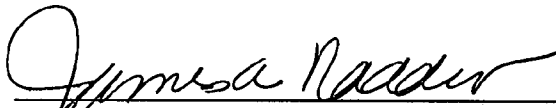
to Plaintiff for the resolution of disputes arising out of the Collective Bargaining Agreement.

68. That Counts VI and VII of Plaintiff's Complaint are barred by his failure to pursue a grievance as required by the Collective Bargaining Agreement.

69. That the Plaintiff's failure to pursue a grievance under the Collective Bargaining Agreement constitutes a waiver of any claim for violation of said agreement.

70. That Plaintiff is estopped from pursuing an action at law for alleged violations of the Collective Bargaining Agreement by virtue of his failure to file a grievance under the Collective Bargaining Agreement.

WEHREFORE, Defendants request that Counts V and VI of Plaintiff's Complaint be dismissed.

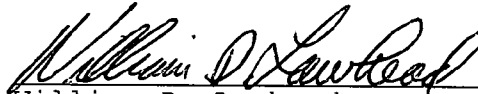
  
James A. Naddeo  
Attorney for Defendants

COMMONWEALTH OF PENNSYLVANIA)

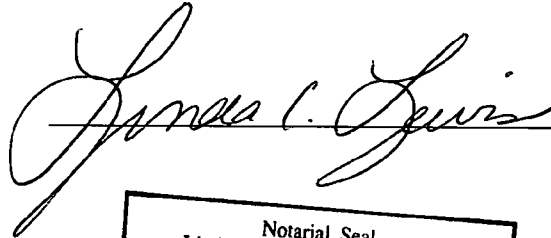
ss.

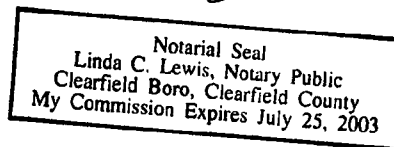
COUNTY OF CLEARFIELD )

Before me, the undersigned officer, personally appeared WILLIAM D. LAWHEAD, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Answer to Complaint and New Matter are true and correct to the best of his knowledge, information and belief.

  
William D. Lawhead

SWORN and SUBSCRIBED before me this 26<sup>th</sup> day of August, 2002.





IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

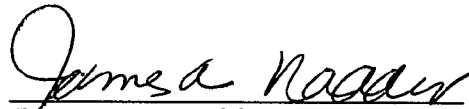
JAMES E. DOHNER,	*	
Plaintiff,	*	
	*	
v.	*	No. 02-995-CD
	*	
LAWRENCE TOWNSHIP and	*	
LAWRENCE TOWNSHIP BOARD	*	
OF SUPERVISORS,	*	
Defendants.	*	

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Defendants' Answer to Complaint and New Matter filed in the above-captioned action was served on the following person and in the following manner on the 26<sup>th</sup> day of August, 2002:

First-Class Mail, Postage Prepaid

F. Cortez Bell, III, Esquire  
Bell, Silberblatt & Wood  
318 East Locust Street  
P. O. Box 670  
Clearfield, PA 16830

  
James A. Naddeo  
Attorney for Defendants

**JAMES A. NADDEO**  
ATTORNEY AT LAW  
211 1/2 EAST LOCUST STREET  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 12700

DOHNER, JAMES E.

02-995-CD

VS.

LAWRENCE TOWNSHIP and LAWRENCE TOWNSHIP BOARD OF SUPERVI

**SUMMONS & COMPLAINT**

**SHERIFF RETURNS**

NOW JULY 3, 2002 AT 9:13 AM DST SERVED THE WITHIN SUMMONS & COMPLAINT  
ON LAWRENCE TOWNSHIP, DEFENDANT AT EMPLOYMENT, PO BOX 508,  
CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BARBARA  
SHAFNER, SECRETARY A TRUE AND ATTESTED COPY OF THE ORIGINAL  
SUMMONS & COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MORGILLO

NOW JULY 3, 2002 AT 9:13 AM DST SERVED THE WITHIN SUMMONS & COMPLAINT  
ON LAWRENCE TOWNSHIP BOARD OF SUPERVISORS, DEFENDANT AT  
EMPLOYMENT, PO BOX 508, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA  
BY HANDING TO BARBARA SHAFNER, SECRETARY A TRUE AND ATTESTED COPY  
OF THE ORIGINAL SUMMONS & COMPLAINT AND MADE KNOWN TO HER THE  
CONTENTS THEREOF.  
SERVED BY: MORGILLO

**Return Costs**

Cost	Description
26.34	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY

**FILED**

AUG 29 2002  
018:59 BA  
William A. Shaw  
Prothonotary

Sworn to Before Me This,

29 Day Of August 2002

*William A. Shaw*

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

*Chester A. Hawkins*  
*by Marilyn Hamer*  
Chester A. Hawkins  
Sheriff



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER,

Plaintiff

vs.

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,

Defendants

: No. 02-995-CD

:  
: Type of Case: Civil

:  
: Type of Pleading:  
: Answer to New Matter

:  
: Filed on Behalf of:  
: James E. Dohner, Plaintiff

:  
: Counsel of Record for this Party:  
: F. Cortez Bell, III, Esquire  
: I.D. #30183

:  
: Bell, Silberblatt & Wood  
: 318 East Locust Street  
: P.O. Box 670  
: Clearfield, PA 16830  
: Telephone: (814)765-5537

**FILED**

*BW*  
SEP 17 2002  
01/11/40/3cc atty Bell  
William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

JAMES E. DOHNER,	:	
Plaintiff	:	
	:	
vs.	:	No. 02-995-CD
	:	
LAWRENCE TOWNSHIP and	:	
LAWRENCE TOWNSHIP BOARD	:	
OF SUPERVISORS,	:	
Defendants	:	

**ANSWER TO NEW MATTER**

NOW, comes the Plaintiff, James E. Dohner, by and through his attorney, F. Cortez Bell, III, Esquire, who, for his Answer to New Matter, respectfully sets forth and avers as follows:

**ANSWER TO DEFENDANTS' NEW MATTER AS TO  
COUNTS I THROUGH VI OF PLAINTIFF'S COMPLAINT**

56. Paragraph 56 of Defendants' New Matter is admitted in part and denied in part. It would be admitted that the Plaintiff did suffer a heart attack on October 2, 2001. It would be specifically denied that the result of said heart attack was to permanently and totally disable the Plaintiff from performing his duties as a police officer employed by the Defendants. Strict proof of the denied averments of Paragraph 56 would be demanded at time of trial or hearing in this matter.

57. Paragraph 57 of Defendants' New Matter is denied. It would be specifically denied that from the date of the Plaintiff's heart attack on October 2, 2001 up to and including the date of Plaintiff's counsel's letter dated March 28, 2002 that the Plaintiff and his counsel maintained that the Plaintiff was permanently and totally disabled such that he could not perform his function as a police officer for the Defendants. Strict proof of the denied averments of Paragraph 57 would be

demanded at time of trial or hearing in this matter.

58. Paragraph 58 of Defendants' New Matter can neither be admitted or denied. The Plaintiff after reasonable investigation is without knowledge or information sufficient to form a belief as to the truth of the averments set forth within Paragraph 58 of the Defendants' New Matter. The Plaintiff is not in a position to know upon what belief the Defendants acted as they did. The Plaintiff would aver that the letter sent to the Plaintiff terminating his position made reference to the fact that Heart and Lung Benefits had been denied and enclosed a copy of the State Workers' Compensation denial. Strict proof of the denied averments of Paragraph 58 would be demanded at time of trial or hearing in this matter.

59. Paragraph 59 of Defendants' New Matter is denied. It is specifically denied that the Plaintiff at no time informed Defendants of his intent to return to work or that he would be able to return to work following a period of convalescence. The Plaintiff specifically provided the Defendants with documentation in reference to the disability insurance which indicated that the term of the Plaintiff's disability was indefinite in nature with reference being made to his cardiac rehabilitation program. Further the Defendants sent the Plaintiff a letter indicating that he would need a doctor's release in order to return to work. Strict proof of the denied averments of Paragraph 59 would be demanded at time of trial or hearing in this matter.

60. Paragraph 60 of Defendants' New Matter is denied. It would be specifically denied that the Plaintiff has been totally and permanently disabled since October 2, 2001 as well as it would be specifically denied that the Plaintiff has no intention of returning to his former employment as a police officer. It would be further specifically denied that the Plaintiff has suffered from a permanent physical impairment which would prohibit him from performing his duties as a

police officer. Strict proof of the denied averments of Paragraph 60 would be demanded at time of trial or hearing in this matter.

WHEREFORE, the Plaintiff would respectfully request that your Honorable Court deny the Defendants' request that Counts I through VI of the Plaintiff's Complaint be dismissed. The Plaintiff would respectfully request that your Honorable Court grant judgment in favor of the Plaintiff as to those Counts along with counsel fees, costs, expenses and interest from the date of filing of the Complaint.

ANSWER TO DEFENDANTS' NEW MATTER AS TO  
COUNTS V AND VI OF PLAINTIFF'S COMPLAINT

61. Paragraph 61 of Defendants' New Matter is merely an incorporating paragraph to which no formal response is necessary. Should the Court deem a response to be necessary, the Plaintiff would specifically deny each of the averments in Paragraphs 56 through 60 of the Defendants' New Matter as would be consistent with the responses previously supplied within the individuals paragraphs set forth above. Strict proof of the denied averments of Paragraphs 56 through 60 would be demanded at time of trial or hearing in this matter.

62. Paragraph 62 of Defendants' New Matter is admitted.

63. Paragraph 63 of Defendants' New Matter is admitted.

64. Paragraph 64 of Defendants' New Matter is admitted.

65. Paragraph 65 of Defendants' New Matter is admitted.

66. Paragraph 66 of Defendants' New Matter is admitted to the extent stated. It is admitted that the Plaintiff has never filed a grievance in regard to the Defendants' alleged violations as specified within Counts V and VI of the Plaintiff's Complaint. The Plaintiff would aver that the

matters complained of within Counts V and VI of the Plaintiff's Complaint are not required to be asserted via the grievance procedure as the contract specifically provides for other avenues of remedy such as the Police Tenure Act and other civil remedies.

67. Paragraph 67 of Defendants' New Matter is denied. It would be specifically denied that the grievance procedure under the Collective Bargaining Agreement is the exclusive remedy available to the Plaintiff for those claims set forth within Counts V and VI of the Plaintiff's Complaint. The contract specifically provides other remedies such as the Police Tenure Act and other civil remedies. Strict proof of the denied averments of Paragraph 67 would be demanded at time of trial or hearing in this matter.

68. Paragraph 68 of Defendants' New Matter is denied. It would be specifically denied that any of the averments set forth within Plaintiff's Complaint have been barred by failure to follow any grievance procedure set forth within the Collective Bargaining Agreement. Strict proof of the denied averments of Paragraph 68 would be demanded at time of trial or hearing in this matter.

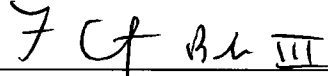
69. Paragraph 69 of Defendant's New Matter is denied. It would be specifically denied that any of the averments set forth within the Plaintiff's Complaint have been waived by failure to follow the grievance procedure set forth within the Collective Bargaining Agreement. Strict proof of the denied averments of Paragraph 69 would be demanded at time of trial or hearing in this matter.

70. Paragraph 70 of Defendant's New Matter is denied. It would be specifically denied that any of the averments set forth within the Plaintiff's Complaint have been treated such that the Plaintiff is estopped from pursuing an action at law by failure to follow the grievance procedure set forth within the Collective Bargaining Agreement. Strict proof of the denied averments of

Paragraph 70 would be demanded at time of trial or hearing in this matter.

WHEREFORE, the Plaintiff respectfully requests that your Honorable Court deny the Defendants' request that Counts V and VI be dismissed and that the Plaintiff requests that your Honorable Court grant judgment in favor of the Plaintiff as to those Counts along with counsel fees, costs, expenses and interest from the date of filing of the Complaint.

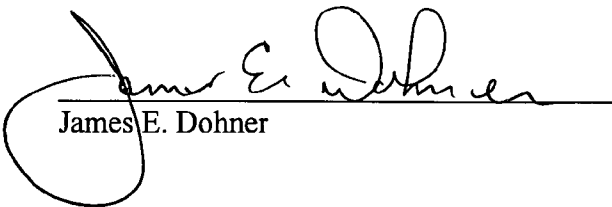
BELL, SILBERBLATT & WOOD  
By

  
\_\_\_\_\_  
F. Cortez Bell, III, Esquire  
Attorney for Plaintiff  
318 East Locust Street  
P. O. Box 670  
Clearfield, PA 16830  
Telephone: (814) 765-5537  
I.D. #30183

VERIFICATION

I, James E. Dohner, verify that the statements made within the foregoing Answer to New Matter are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S.A., Section 4904, relating to unsworn falsifications to authorities.

Date: 9-11-02

  
James E. Dohner

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

JAMES E. DOHNER,  
Plaintiff

vs.

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,  
Defendants

No. 02-995-CD

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Answer to New Matter was served  
on the following, as set forth below, in the manner indicated, postage pre-paid on the 17<sup>th</sup> day of  
September, 2002:

Hand Delivery

Mr. James A. Naddeo, Esquire  
211½ East Locust Street  
Clearfield, PA 16830

F. Cortez Bell, III  
F. Cortez Bell, III, Esquire  
Attorney for Plaintiff  
BELL, SILBERBLATT & WOOD  
P.O. Box 670  
Clearfield, PA 16830  
(814)765-5537  
PA. I.D. #30183



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION  
No. 02-995-CD

JAMES E. DOHNER,  
Plaintiff

vs.

LAWRENCE TOWNSHIP and LAWRENCE  
TOWNSHIP BOARD OF SUPERVISORS,  
Defendants

ANSWER TO NEW MATTER

BELL, SILBERBLATT & WOOD  
ATTORNEYS AT LAW  
318 EAST LOCUST STREET  
P. O. BOX 670  
CLEARFIELD, PA. 16830

**William A. Shaw**  
**Prothonotary**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER,  
Plaintiff,

v.

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,  
Defendants.

\*  
\*  
\*  
\* No. 02-1168-CD  
\*  
\*  
\*  
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\*

RULE

AND NOW, this 26<sup>th</sup> day of March, 2003, upon consideration of the attached Petition, a Rule is hereby issued upon Respondent to Show Cause why the Petition should not be granted. Rule Returnable the 15 of April, 2003, for filing written response.

NOTICE

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION, YOU MUST TAKE ACTION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

**FILED**

MAR 26 2003

0/3:30/16

William A. Shaw  
Prothonotary

(cfm to Att)

BY THE COURT

Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER,	*	
Plaintiff,	*	
	*	
v.	*	No. 02-995-CD
	*	
LAWRENCE TOWNSHIP and	*	
LAWRENCE TOWNSHIP BOARD	*	
OF SUPERVISORS,	*	
Defendants.	*	

**PETITION TO COMPEL MEDICAL EXAMINATION**  
**OR TO IMPOSE SANCTIONS**

NOW COME the Defendants, Lawrence Township and Lawrence Township Board of Supervisors, and by their attorney, James A. Naddeo, Esquire, set forth the following:

1. That Petitioners are Lawrence Township and Lawrence Township Board of Supervisors, a political subdivision, having its principal place of business located within Lawrence Township, Clearfield County, Pennsylvania, with a mailing address of P.O. Box 508, Clearfield, Pennsylvania 16830.

2. That Respondent is James E. Dohner, an adult individual, who resides at 332 Turnpike Avenue, Clearfield, Pennsylvania 16830.

3. That Respondent in this action has filed a claim against Petitioners seeking benefits under the Pennsylvania Heart and Lung Act.

4. That Petitioners requested Respondent to submit to an independent medical examination.

5. That Respondent, through his counsel, agreed to attend an independent medical examination at West Penn Cardiology Associates with Dr. Jeffrey Garrett on February 19, 2003, at 9:00 a.m.

6. That Respondent cancelled his scheduled appointment with Dr. Garrett without notice to your Petitioners.

7. That Respondent was scheduled for a second independent medical examination at West Penn Cardiology Associates with Dr. Jeffrey Garrett on March 25, 2003, at 12:00 p.m.

8. That at 9:42 a.m. on March 24, 2003, Petitioners were informed by Respondent's counsel that Respondent refuses to attend the second scheduled independent medical examination.

9. That Respondent's claim on the merits centers around two medical issues. Those issues are as follows:

A. Was the heart attack suffered by Respondent on October 1, 2001, caused by his employment?

B. Did the heart attack suffered by Respondent on October 1, 2001, cause him to be disabled from performing his duties as a Lawrence Township Police Officer?

10. That Respondent's refusal to attend the independent medical examination makes it impossible for Petitioners to prepare a defense and/or pay Petitioner's claim should payment be warranted.

11. That the physical condition of Respondent is central to the controversy of this case.

12. That Pa.R.C.P. 4010 provides that the Court may order a physical examination upon good cause shown.

13. That it is believed and therefore averred that counsel for Respondent acknowledges that Petitioners are entitled to have his client submit to an independent medical examination in that Respondent's physical condition is central to this controversy.

14. That Petitioners have been required to incur counsel fees to obtain a Court Order directing Respondent to submit to an independent medical examination.

15. That Petitioners have agreed to pay its counsel the sum of \$150.00 per hour.

WHEREFORE, Petitioners respectfully request your Honorable Court to enter a Rule upon Respondent to show cause why he should not be ordered to submit to an independent medical examination; to show cause why he should not be directed to pay reasonable counsel fees; or to show cause why appropriate sanctions should not be entered against him for his failure to

attend the independent medical examinations scheduled for  
February 19, 2003, and March 25, 2003, respectively.

Respectfully submitted,

A handwritten signature in cursive script, reading "James A. Naddeo". The signature is written in dark ink and is positioned above a horizontal line.

James A. Naddeo, Esquire  
Attorney for Petitioners

COMMONWEALTH OF PENNSYLVANIA )

SS.

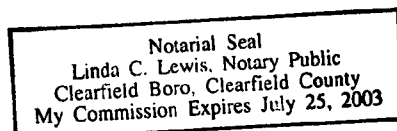
COUNTY OF CLEARFIELD )

Before me, the undersigned officer, personally appeared WILLIAM D. LAWHEAD, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Petition are true and correct to the best of his knowledge, information and belief.

X William D. Lawhead  
William D. Lawhead

SWORN and SUBSCRIBED before me this 25<sup>th</sup> day of March, 2003.

Sunda i Jawa





JAMES A. NADDEO  
ATTORNEY AT LAW  
211 1/2 EAST LOCUST STREET  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

FILED  
1cc  
01/30/84  
Mar 25, 1983  
Atty Naddeo  
William A. Shaw  
Prothonetary

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER,  
Plaintiff,

v.

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,  
Defendants.


\*  
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\*  
\* No. 02-995-CD  
\*  
\*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a  
certified copy of Petition to Compel Medical Participation or to  
Impose Sanctions filed in the above-captioned Defendants' case served on  
the following person and in the following Counsel of Record for copy  
of March 2003:

James A. Naddeo, Esq.  
First-Class Mail, Postage Paid, E.D. 06820

F. Cortez Bell, III, 1211 1/2 E. Locust Street  
Bell, Silberblatt & P.O. Box 552  
318 East Locust Street Clearfield, PA 16830  
P. O. Box 570 (814) 765-1601  
Clearfield, PA 16830

  
James A. Naddeo, Esquire  
Attorney for Defendants

**FILED**

MAR 28 2003

William A. Shaw  
Prothonotary

**JAMES A. NADDEO**  
ATTORNEY AT LAW  
211 1/2 EAST LOCUST STREET  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

William A. Shaw  
Prothonotary

**FILED**  
of 10:49 AM  
MAR 28 2003  
cc  
222

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER,

Plaintiff

vs.

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,

Defendants

: No. 02-995-CD

:

:

:

: Type of Case: Civil

:

: Type of Pleading:

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: Filed on Behalf of:

:

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: Counsel of Record for this Party:

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F. Cortez Bell, III, Esquire  
I.D. #30183

Bell, Silberblatt & Wood  
318 East Locust Street  
P.O. Box 670  
Clearfield, PA 16830  
Telephone: (814)765-5537

**FILED**

(B)

APR 16 2003

0/11:45/12

William A. Shaw  
Prothonotary

41 CENT TO ATT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

JAMES E. DOHNER,  
Plaintiff

vs.

No. 02-995-CD

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,  
Defendants

**ANSWER TO PETITION TO COMPEL MEDICAL  
EXAMINATION OR TO IMPOSE SANCTIONS**

NOW, comes the Plaintiff/Respondent, James E. Dohner, by and through his attorney,  
F. Cortez Bell, III, Esquire, who, respectfully sets forth his Answer to Petition to Compel Medical  
Examination ot to Impose Sanctions and avers as follows:

1. Paragraph 1 of the Petition would be admitted.
2. Paragraph 2 of the Petition would be admitted.
3. Paragraph 3 of the Petition would be admitted to the extent stated. The  
Respondent would further aver that there are additional causes of action asserted within his  
Complaint other than those of the alleged violation of the Pennsylvania Heart and Lung Act.
4. Paragraph 4 of the Petition would be admitted.
5. Paragraph 5 of the Petition would be admitted.
6. Paragraph 6 of the Petition would be admitted to the extent stated. The  
Respondent would further aver that the cancellation of the appointment scheduled for February 19,  
2003 occurred as a result of the Respondent being ill and under the treatment of his family physician

for which he was prescribed antibiotics and that he was to limit his activities all of which led to the cancellation of the scheduled appointment.

7. Paragraph 7 of the Petition would be admitted.

8. Paragraph 8 of the Petition would be admitted.

9. Paragraph 9 of the Petition and all the sub-paragraphs thereunder labeled sub-paragraph "A" and sub-paragraph "B" would be admitted to the extent that those issues relate only to the claim made within the Complaint dealing with the alleged violation of the Pennsylvania Heart and Lung Act and whether the employment was a substantial factor in leading to the heart attack that had been suffered.

10. Paragraph 10 of the Petition can neither be admitted nor denied. The Respondent is without sufficient knowledge to reach a conclusion as to the Petitioners' need or lack thereof for a medical examination as well as is unable to establish the reason why the Petitioners have failed to make payment to the Respondent pursuant to the provisions of the Pennsylvania Heart and Lung Act.

11. Paragraph 11 of the Petition would be admitted.

12. Paragraph 12 of the Petition would be admitted.

13. Paragraph 13 of the Petition would be admitted.

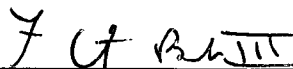
14. Paragraph 14 of the Petition can neither be admitted nor denied. The Respondent after reasonable investigation has no specific knowledge as to whether the Petitioners' have been required to incur counsel fees to obtain a Court Order directing the Respondent to submit to an independent medical examination.

15. Paragraph 15 of the Petition can neither be admitted nor denied. The Respondent is without sufficient information to know the specific sum per hour that the Petitioners have agreed

to pay their counsel in this proceeding.

WHEREFORE, the Respondent respectfully requests that your Honorable Court deny the Petitioners' request to Compel Medical Examination or to Impose Sanctions.

BELL, SILBERBLATT & WOOD  
By



---

F. Cortez Bell, III, Esquire  
Attorney for Plaintiff/Respondent  
318 East Locust Street  
P. O. Box 670  
Clearfield, PA 16830  
Telephone: (814) 765-5537  
I.D. #30183



VERIFICATION

I, F. Cortez Bell, III, Esquire, verify that the statements made within the foregoing Answer to Petition to Compel Medical Examination or to Impose Sanctions are true and correct to the best of my knowledge, information and belief based upon the facts supplied to me by the Plaintiff/Respondent herein. This verification is made subject to the penalties of 18 Pa. C.S.A., Section 4904, relating to unsworn falsifications to authorities.

Date: 4-16-03

F. Cortez Bell III  
F. Cortez Bell, III, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

JAMES E. DOHNER,  
Plaintiff

vs.

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,  
Defendants

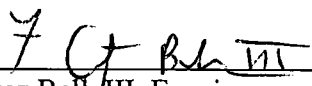
No. 02-995-CD

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Answer to Petition to Compel Medical Examination or to Impose Sanctions was served on the following, as set forth below, in the manner indicated, postage pre-paid:

Hand Delivery

Mr. James A. Naddeo, Esquire  
211½ East Locust Street  
Clearfield, PA 16830

  
F. Cortez Bell, III, Esquire  
Attorney for Plaintiff/Respondent  
BELL, SILBERBLATT & WOOD  
P.O. Box 670  
Clearfield, PA 16830  
(814)765-5537  
PA. I.D. #30183

Date: 4-16-03

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION  
No. 02-995-CD

JAMES A. DOHNER,  
Plaintiff

vs.

LAWRENCE TOWNSHIP and LAWRENCE  
TOWNSHIP BOARD OF SUPERVISORS,  
Defendants

ANSWER TO PETITION TO COMPEL  
MEDICAL EXAMINATION OR TO IMPOSE  
SANCTIONS

BELL, SILBERBLATT & WOOD  
ATTORNEYS AT LAW  
318 EAST LOCUST STREET  
P. O. BOX 670  
CLEARFIELD, PA. 16830

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

**FILED**

APR 16 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER,  
Plaintiff,

v.

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,  
Defendants.

\*  
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No. 02-995-CD

O R D E R

AND NOW this 5th day of May, 2003, upon consideration of the Petition of Defendants requesting that Plaintiff submit to an independent medical examination, it is the ORDER of this Court that Plaintiff be and is hereby ordered to appear for an independent medical examination at the office of Dr. Jeffrey Garrett, 145 Hospital Avenue, Suite 113, DuBois, Pennsylvania, on Wednesday, May 28, 2003, at 3:00 p.m. Should Plaintiff fail to abide by this Order, appropriate sanctions will be entered upon motion of Defendants.

BY THE COURT

FILED

MAY 06 2003

William A. Shaw  
Prothonetary

**JAMES A. NADDEO**  
ATTORNEY AT LAW  
211 1/2 EAST LOCUST STREET  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

---

**FILED**

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MAY 09 2003

AKB

Atty Naddo

William A. Shaw  
Prothonotary



**JAMES A. NADDEO**  
ATTORNEY AT LAW  
211 1/2 EAST LOCUST STREET  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

---



FILED

2006  
JUN 27 2003

2006  
JUN 27 2003  
JUN 27 2003  
JUN 27 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER,  
Plaintiff,

v.

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,  
Defendants.

No. 02-995-CD

Type of Pleading:

**DEFENDANTS' MOTION FOR  
SUMMARY JUDGMENT**

Filed on behalf of:  
Defendants

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

211 1/2 E. Locust Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED**

**MAY 07 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

2. Defendants have rebutted the statutory presumption of the Heart and Lung Act that Plaintiff's heart attack was work-related. Defendants support their position that the heart attack was not work-related with the requisite unequivocal medical evidence of expert opinion by a cardiac physician who examined the Plaintiff and reviewed his medical records. According to Jeffery S. Garrett, M.D. during an October 10, 2003 deposition, Plaintiff's medical records reflect a glaring absence of any complaints of work-related stress. Dr. Garrett testified that within a reasonable degree of medical certainty "There was no relationship between his (Plaintiff's) employment as a police officer and his heart attack." Dr. Garrett also testified that a medical evaluation of Plaintiff revealed a history of high cholesterol, obesity and cigarette smoking. Plaintiff's physician, Ziad Khoury, M.D., F.A.C.C. was deposed on March 6, 2003. He did not affirmatively testify, within a reasonable degree of medical certainty, to any connection with Plaintiff's work and his heart attack. Dr. Khoury failed to support Plaintiff's proposition that the heart attack was work-related. Both expert opinions demonstrate a lack of evidence to support work-related stress or cardiac-related symptoms occurring during the course of employment as required by the Heart and Lung Act.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION


JAMES E. DOHNER,	*	
Plaintiff,	*	
	*	
v.	*	No. 02-995-CD
	*	
LAWRENCE TOWNSHIP and	*	
LAWRENCE TOWNSHIP BOARD	*	
OF SUPERVISORS,	*	
Defendants.	*	

**CERTIFICATE OF SERVICE**

I, James A. Naddeo, Esquire, do hereby certify that a true and certified copy of Defendants' Motion for Summary Judgment filed in the above-captioned action was served on the following person and in the following manner on the 7th day of May, 2004:

First-Class Mail, Postage Prepaid

F. Cortez Bell, III, Esquire  
Bell, Silberblatt & Wood  
318 East Locust Street  
PO Box 670  
Clearfield, PA 16830

  
\_\_\_\_\_  
James A. Naddeo, Esquire  
Attorney for Defendants

**JAMES A. NADDEO**  
ATTORNEY AT LAW  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

---

FILED 1CC  
09/30/04  
MAY 07 2004  
William A. Shaw  
Prothonotary/Clerk of Courts  
Att'y

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER

vs.

:  
:  
: No. 02-995-CD  
:  
:

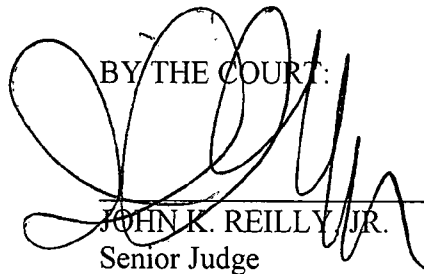
LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS

**ORDER**

AND NOW, this 19 day of May, 2004, upon consideration of Defendants' Motion for Summary Judgment, it is the ORDER of the Court that argument on said Motion has been scheduled for the 16 day of July, 2004, at 3:00 P.M. in Courtroom No. 2, Clearfield County Courthouse, Clearfield, PA.

Additionally, Defendants' Brief in support of said Motion will be due on or before Wednesday, June 9, 2004. Plaintiff's Reply Brief will be due on or before Wednesday, June 30, 2004.

BY THE COURT:

  
JOHN K. REILLY, JR.  
Senior Judge

**FILED**

**MAY 19 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

acc

Att'y Naddao

01/31/07/04

6

W. Memo. Fe: Service

MAY 19 2004

William A. Shaw

Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER,  
Plaintiff,

v.

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,  
Defendants.

No. 02-995-CD

Type of Pleading:

**CERTIFICATE OF SERVICE**

Filed on behalf of:  
Defendants

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

211 1/2 E. Locust Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED**

**MAY 20 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION


JAMES E. DOHNER,	*	
Plaintiff,	*	
	*	
v.	*	No. 02-995-CD
	*	
LAWRENCE TOWNSHIP and	*	
LAWRENCE TOWNSHIP BOARD	*	
OF SUPERVISORS,	*	
Defendants.	*	

**CERTIFICATE OF SERVICE**

I, James A. Naddeo, Esquire, do hereby certify that a true and certified copy of the Court's Order dated May 19, 2004, issued in the above-captioned action was served on the following person and in the following manner on the 20th day of May, 2004:

**First-Class Mail, Postage Prepaid**

F. Cortez Bell, III, Esquire  
Bell, Silberblatt & Wood  
318 East Locust Street  
PO Box 670  
Clearfield, PA 16830

  
\_\_\_\_\_  
James A. Naddeo, Esquire  
Attorney for Defendants

**JAMES A. NADDEO**

ATTORNEY AT LAW

P.O. BOX 552

CLEARFIELD, PENNSYLVANIA 16830

---

FILED

O 3:35 PM NDC  
MAY 20 2004

William A. Shaw

Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER,  
Plaintiff

vs.

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,  
Defendants

: No. 02-995-CD  
:  
: Type of Case:  
:  
: Type of Pleading:  
: ANSWER TO DEFENDANT'S MOTION  
: FOR SUMMARY JUDGMENT  
:  
: Filed on Behalf of:  
: James E. Dohner, Plaintiff  
:  
:  
: Counsel of Record for this Party:  
: F. Cortez Bell, III, Esquire  
: I.D. #30133  
:  
:  
: 318 East Locust Street  
: P.O. Box 1088  
: Clearfield, PA 16830  
: Telephone: (814) 765-5537  
:  
:

FILED

JUN 30 2004

William A. Stoltz  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER,	:	
Plaintiff	:	
	:	
vs.	:	No. 02-995-CD
	:	
LAWRENCE TOWNSHIP and	:	
LAWRENCE TOWNSHIP BOARD	:	
OF SUPERVISORS,	:	
Defendants	:	

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a copy of the Answer to Defendant's Motion for Summary Judgment upon the following person(s) by mailing such copy first class mail, postage prepaid addressed as follows:

Mr. James A. Naddeo, Esquire  
207 East Market Street  
P.O. Box 552  
Clearfield, PA 16830

F. Cortez Bell, III  
F. Cortez Bell, III, Esquire  
Attorney for Plaintiff

DATED: June 30, 2004

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.

02-995-CD

JAMES E. DOHNER, Plaintiff

v.

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD OF  
SUPERVISORS, Defendants

ANSWER TO DEFENDANT'S  
MOTION FOR SUMMARY JUDGMENT

F. CORTEZ BELL, III  
ATTORNEY AT LAW  
318 EAST LOCUST STREET  
P.O. BOX 1088  
CLEARFIELD, PA 16830

COMMERCIAL PRINTING & OFFICE SUPPLY, INC., CLEARFIELD, PA

FILED 

JUN 30 2004

8/8-30/04  
William A. Shaw

Prothonotary/Clerk of Courts

3 Cont TO App

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER,  
Plaintiff,

v.

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,  
Defendants.

No. 02-995-CD

Type of Pleading:

**AFFIDAVIT**

Filed on behalf of:  
Defendants

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

207 East Market Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED** 1 cc  
013:3387 Amy Naddeo  
JUL 13 2004  
William A. Shaw  
Prothonotary/Clerk of Courts



## AFFIDAVIT

I, William D. Lawhead, hereby certify that the documents attached to this Affidavit, letters of correspondence and Lawrence Township Resolution 2004-17, are true and correct copies to the best of my knowledge, information and belief. Attached documents are in relation to Dohner v. Lawrence Township, Clearfield County Court of Common Pleas Docket No. 02-995-CD.

The true and correct copies attached hereto, are as follows:

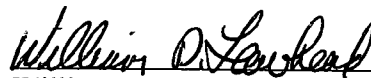
1) Letter dated March 28, 2002 from F. Cortez Bell, III, Esq. on behalf of James E. Dohner, addressed to Lawrence Township, demanding the Township pay Heart and Lung Benefits to James Dohner.

2) Letter dated November 15, 2002 from James A. Naddeo, Esq. addressed to Attorney Bell, stating that James Dohner was entitled to an administrative hearing.

3) Letter dated November 21, 2002 from Lawrence Township addressed to James Dohner, formally denying James Dohner's claim for Heart and Lung Benefits and offering Dohner an administrative hearing under Local Agency Law.

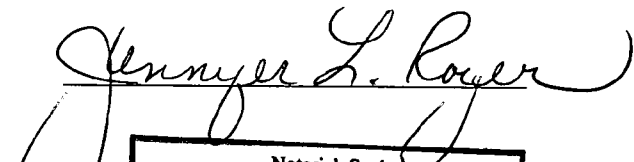
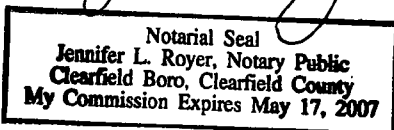
4) Letter dated December 6, 2002 from Attorney Bell addressed to Attorney Naddeo, declining Local Agency Hearing on behalf of James Dohner.

5) Lawrence Township Resolution No. 2002-17 regarding all action taken in defense of claims set forth by James Dohner.



William D. Lawhead, Chairman  
Lawrence Township Board of Supervisors

SWORN and SUBSCRIBED before me this 13th day of July, 2004.

Law Offices  
BELL, SILBERBLATT & WOOD

318 East Locust Street

P.O. Box 670

Clearfield, PA. 16830

e-mail: bswlaw@pennswoods.net

Writer's Direct e-mail: chipbell@pennswoods.net

MAR 28 2002

RICHARD A. BELL  
ANN B. WOOD  
F. CORTEZ BELL, III

(814) 765-5537  
FAX (814) 765-9730

PAUL SILBERBLATT 1954-1985  
F. CORTEZ BELL, JR. 1954-1995 (Ret.)

OF COUNSEL  
DANIEL C. BELL

March 28, 2002

Re: Heart and Lung Benefits/James  
E. Dohner

Lawrence Township Board of Supervisors  
P.O. Box 508  
Clearfield, PA 16830

Dear Gentlemen:

I am writing this letter on behalf of James E. Dohner who has consulted me concerning the filing of a heart and lung claim in regard to his employment with the Lawrence Township Police Department. Officer Dohner has been unable to work for the Police Department since October 2, 2001 at which time he suffered a heart attack and a result of that has not been released by his treating physicians in order to resume his normal duties. Initially it was hoped that as a result of cardiac rehabilitation that he would be in a position to once again continue to serve on the Lawrence Township Police Department, however, further tests and occurrences now make it quite probable that he would not be in a position that his physicians would release him for return to his employment.

The Commonwealth of Pennsylvania has certain statutes which protect various classifications of employees who are disabled either as a direct result of their employment or in any fashion which can be derived from their employment. Those provisions are found within the Heart and Lung Act which is found at 53 P.S. §637 and §638. The Sections of the Heart and Lung Act carry within themselves specific provisions for diseases of the heart and tuberculosis of the respiratory system. Under the provisions of the Heart and Lung Act the disabled officer is to receive his full payment or salary during the time period of his disability and his sick leave can not be affected and if any sick leave has already been taken the same must be restored to the officer's account. Many municipalities, in light of the apparent cost of the Heart and Lung Act provisions, have

March 28, 2002

Re: James E. Dohner

Page 2

obtained insurance which protects them against any Heart and Lung claims. If you have any such insurance I believe the appropriate procedure would be simply to turn this letter over to the insurance carrier or agent and they can contact me directly.

It is my understanding that to this date Mr. Dohner has been using his sick days in order to assure that he continues to receive his regular pay from the Township. I would ask you to review his claim for benefits and please advise me as to the Township's status such that hopefully we might be able to resolve this matter in an amicable fashion. A copy of this letter is also being sent to the Township Solicitor such that the Solicitor's office will be aware of Mr. Dohner's claim and would be in a position to advise you accordingly. Should you have any questions whatsoever, please feel more than free to contact me.

Very truly yours,

BELL, SILBERBLATT & WOOD

By,

*F. Cortez Bell, III* /da,

F. Cortez Bell, III, Esquire

FCBIII/day

Enclosures

cc: James A. Naddeo, Esquire, Solicitor

ATTORNEY AT LAW  
211½ EAST LOCUST STREET  
MARINO BUILDING  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

TELEPHONE  
(814) 765-1601  
TELECOPIER  
(814) 765-8142

ASSOCIATE  
LINDA C. LEWIS

November 15, 2002

F. Cortez Bell, III, Esquire  
BELL, SILBERBLATT & WOOD  
318 East Locust Street  
P.O. Box 670  
Clearfield, PA 16830

Re: Dohner vs. Lawrence Township

Dear Chip:

I made a commitment to you to proceed with discovery and get this case into a posture for trial as expeditiously as possible. I intend to keep that commitment.

I have requested your client's medical records from the five physicians you identified in your letter of November 14<sup>th</sup>. I am willing to proceed with whatever depositions you wish to take as soon as I have received the records.

I do not wish you to be misled concerning my legal position on this case. It is my opinion that the Township's denial of your client's claim under the Heart and Lung Act entitles him to an administrative hearing. Should he be dissatisfied with the result of the administrative hearing, he has the right to appeal that decision to the Court of Common Pleas. Consequently, the suit you have filed is improvident and should be dismissed. Please note that I raised this defense under New Matter to your client's Complaint. I bring this to your attention in case you wish to proceed with an administrative hearing rather than continue to pursue the suit that has been filed on behalf of Mr. Dohner. I will be meeting with the Supervisors on November 19<sup>th</sup>. At that time I intend to recommend that your client be given formal notice of his right to a hearing. In the meantime, I see no reason for delaying discovery, depositions, etc.

Sincerely,

James A. Naddeo

JAN/jlr

cc: Lawrence Township Supervisors

# LAWRENCE TOWNSHIP BOARD OF SUPERVISORS

## SUPERVISORS

MELVIN L. SMITH  
WILLIAM D. LAWHEAD  
EDWARD E. BROWN

(814) 765-0176



P.O. BOX 508  
CLEARFIELD, PA. 16830

SECRETARY-TREASURER  
BARBARA SHAFFNER

(814) 765-4551

FAX (814) 765-5258

E-Mail ltbos@pennswoods.net

November 21, 2002

Mr. James E. Dohner  
332 Turnpike Avenue  
Clearfield, Pa. 16830

RE: Dohner v. Lawrence Township

Dear Mr. Dohner,

The Lawrence Township Board of Supervisors received a letter from your Attorney, F. Cortez Bell, III, dated March 28, 2002. This letter demanded that the Township pay to you Heart and Lung benefits as the result of a heart attack that you suffered on October 2, 2001. This claim was referred to the Township's Insurance carrier. The Solicitor for Lawrence Township received a second letter from your attorney dated June 28, 2002. That letter indicates that the Township's Insurance carrier had denied your claim for Heart and Lung benefits. The Township was not privy to the reason for that denial other than the reason stated in the letter from your counsel.

The purpose of this letter is to place you on notice of the township's formal denial of your claim. This denial is based upon the representation made by your counsel in his letter of March 28, 2002 as follows:

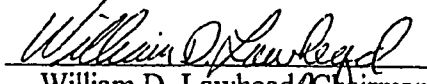
"Officer Dohner has been unable to work for the Police Department since October 2, 2001 at which time he suffered a heart attack and a result of that has not been released by his treating physicians in order to resume his normal duties. Initially it was hoped that as a result of cardiac rehabilitation that he would be in a position to once again continue to serve on the Lawrence Township Police Department, however, further tests and occurrences now make it quite probable that he would not be in a position that his physicians would release him for return to his employment."

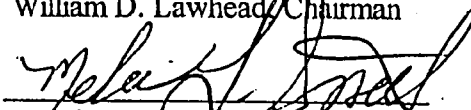
The Township interpreted the foregoing language to be a representation by your counsel that your heart condition had progressed to the point that you would not be released by your physicians to return to your employment as a Police officer for Lawrence Township. Accordingly the Township did not elect to have you submit to an independent medical examination.

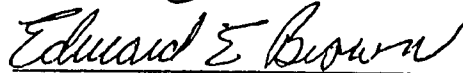
Please be advised that you have the right to appeal the Township's decision denying your claim for Heart and Lung benefits. Should you elect to appeal, you are advised as follows.

1. Your appeal should be directed to the Township at its office located at George Street, Clearfield, Pennsylvania, within thirty days from the date of this letter.
2. Your appeal will be heard by Kim C. Kesner, Esquire, a hearing officer designated by the Township.
3. You have the right to be represented by Counsel, call witnesses, and introduce documents or other evidence in support of your claim.
4. A transcript of the hearing will be made by an official court reporter.

Sincerely,  
Lawrence Township Board  
of Supervisors,

  
William D. Lawhead, Chairman

  
Melvin L. Smith, V. Chairman

  
Edward E. Brown, Supervisor

Cc: F. Cortez Bell, III, Esquire  
Kim C. Kesner, Esquire  
James A. Naddeo, Esquire

Law Offices  
**BELL, SILBERBLATT & WOOD**

318 East Locust Street

P.O. Box 670

Clearfield, PA. 16830

e-mail: bswlaw@pennswoods.net

Writer's Direct e-mail: chipbell@pennswoods.net

RICHARD A. BELL  
ANN B. WOOD  
F. CORTEZ BELL, III

(814) 765-5537  
FAX (814) 765-9730

PAUL SILBERBLATT 1954-1985  
F. CORTEZ BELL, JR. 1954-2002

OF COUNSEL  
DANIEL C. BELL

December 6, 2002

Re: Dohner v. Lawrence Township

Mr. James A. Naddeo, Esquire  
211½ East Locust Street  
Clearfield, PA 16830

Dear Jim:

This letter is being sent to you as Township Solicitor in response to the certified letter which my client received from the Township Supervisors dated November 21, 2002 in regard to what is apparently the attempt of the Township at this point in time to allow Mr. Dohner to appeal the Township's action of the denial of Heart and Lung Benefits such that a Local Agency Act Hearing could be held before Kim C. Kesner, Esquire, as hearing officer designated by the Township. Although the Supervisors sent their letter directly to my client, even though we are engaged in litigation in this matter, I am pursuant to your letter dated November 21, 2002 sending our response directly to you as I certainly agree that contact between the Township and my client or vice versa should not bypass the attorneys but in fact flow through the attorneys such that everyone can be advised through counsel as to where the matters now stand.

The letter of November 21, 2002 purports to place my client on formal notification that the Township has denied my client's Heart and Lung claim. The letter further in the same paragraph indicates that the denial is based upon the representation made in my letter to the Township of March 28, 2002. I believe that this attempt by the Township at this late point to attempt to remedy the Heart and Lung denial is much to late to have any effect and is far later than is allowed under the Local Agency Act. If the Township is desirous of using anything in my March 28, 2002 letter as the reason for their denial of Heart and Lung Benefits then certainly they can not wait almost nine (9) months after my letter to advise him formally as to the basis for the denial and their offer of a hearing under the Local Agency Act. Any notice giving right to an appeal should have been provided to my client either immediately following his October 2, 2001 heart attack; either immediately after my letter to the Township dated March 28, 2002; either immediately after the Township letter of

termination dated June 20, 2002 or immediately after we filed our lawsuit in the Court of Common Pleas of Clearfield County on June 21, 2002. Our Heart and Lung claim which is before the Court of Common Pleas of Clearfield County includes therein the failure of the Township to provide the appropriate remedies to my client both as to the Heart and Lung denial as well as his unlawful termination by the Department. I would therefore expect to use the Township's letter of November 21, 2002 offering an appeal from the Township's denial of Heart and Lung benefits as an indication that the Township is aware that improper procedures up to this point have been followed and that the Township up until that point in time has violated the procedures set into place in order to protect my client's rights. All of the above are included in our suit before the Court of Common Pleas of Clearfield County and the Township can not through their action by letter dated November 21, 2002 attempt to move back to the point where my client's rights were violated and attempt to start over again from that point one.

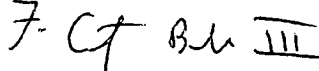
As the matter is already before the Court of Common Pleas of Clearfield County raising all the issues set forth within our complaint including the Township's failure to afford my client various hearings before the Township under various statutes I, on behalf of my client, would respond that we deem the matter well past the point of any Local Agency Act hearings and hence the action before the Court of Common Pleas of Clearfield County should still continue.

From a review of the Township's letter it appears that they are awaiting a formal response from Mr. Dohner and that such response should be directed to the Township at its offices within thirty (30) days from the date of their letter and hence I will, for this one time only, send them a copy of this letter directly just to assure that we have done what the Township is requiring of us formally. As I indicated at the beginning of this letter any other correspondence by myself with anyone in this matter will proceed directly through you as I believe and agree with you is the appropriate fashion in which to proceed.

Very truly yours,

BELL, SILBERBLATT & WOOD

By,



F. Cortez Bell, III, Esquire

FCBIII/day

cc: Lawrence Township Board of Supervisors  
Kim C. Kesner, Esquire  
James E. Dohner



RESOLUTION NO. 2002-17

RESOLUTION TO RATIFY ACTIONS OF TOWNSHIP IN  
RESPECT TO THE TERMINATION OF OFFICER  
JAMES E. DOHNER

WHEREAS, Officer James E. Dohner is alleged to have suffered a heart attack on or about October 2, 2001; and

WHEREAS, subsequent to said heart attack James E. Dohner has been wholly unable to perform his duties as a police officer for Lawrence Township; and

WHEREAS, the Township was never apprised as to the duration of Officer Dohner's disability or when, if ever, he would be available to return to work; and

WHEREAS, Officer James E. Dohner applied to the Township for the use of sick days, vacation days, personal days, disability benefits, etc.; and

WHEREAS, at the request of Officer James E. Dohner, he utilized all sick days, vacation days, personal days, disability benefits, etc. to which he was entitled under the Collective Bargaining Agreement entered into between the Township and Teamsters Local Union 205 effective January 1, 2002 until said benefits were fully expended as of June 22, 2002; and

WHEREAS, the Township received a letter from F. Cortez Bell, III, counsel for Officer James E. Dohner, dated March 28, 2002 which letter stated in part as follows:

"Officer Dohner has been unable to work for the Police Department since October 2, 2001 at which time he suffered a heart attack and a result of that has not been released by his treating physicians in order to resume his normal duties. Initially it was hoped that as a result of cardiac rehabilitation that he would be in a position to once again continue to serve on the Lawrence Township Police Department, however, further tests and occurrences now make it quite probable that he would not be in a position that his physicians would release him for return to his employment.";

and

WHEREAS, the Township interpreted the letter of Officer Dohner's counsel to be a representation that his heart condition had progressed to the point that he would not be released by his physicians to return to employment as a police officer for Lawrence Township; and

WHEREAS, Article XIV, Section 1 of the Collective Bargaining Agreement between the Township and Teamsters Local Union 205 effective January 1, 2002 provides as follows:

"The Employer retains the right to suspend, discharge and discipline any employee for just cause. In all cases involving discharge, suspension, or disciplining of an employee, the Employer shall comply with all of the provisions of the Police Tenure Act, Act of 1951, June 15, PL 586 § 1 et seq. The discharge, suspension or disciplining of any employee shall, at the employee's option, be subject to or heard under the provisions of the grievance procedure contained in the Collective Bargaining Agreement of the Police Tenure Act."

and

WHEREAS, 53 P.S. § 812 of the Police Tenure Act provides that a regular full-time officer may be removed or reduced in rank for the following reason:

"physical or mental disability affecting his ability to continue in service, in which case the person shall receive an honorable discharge from service";

and

WHEREAS, the Township caused a letter dated June 20, 2002 to be directed to said Officer informing him that his employment with the Township ceased as of June 22, 2002, the effective date upon which he had exhausted all benefits to which he was entitled under the Collective Bargaining Agreement; and

WHEREAS, neither the said James E. Dohner nor his counsel requested a hearing under the Local Agency Law, 2 Pa.C.S.A. § 105 et seq. nor did the said James E. Dohner file a grievance under the Collective Bargaining Agreement.

NOW, THEREFORE, be it resolved that all action taken by the Township in respect to the termination of the employment of Officer James E. Dohner with the Lawrence Township Police Department as set forth in this resolution be and is hereby ratified including but not limited to the following:

1. Action taken by the Township in directing the letter of June 20, 2002 to the said James E. Dohner.

2. All action taken by the Township to defend the various law suits filed by James E. Dohner pursuant to his claim for improper termination as well as any other claims raised in said suits.

Be it further resolved as follows:

1. That the Township provided the said James E. Dohner with notice of his rights to appeal the decision of Lawrence Township to terminate his employment in accordance with the Local Agency Law, 2 Pa.C.S.A. § 105 et seq.

2. That the Township appoint Kim C. Kesner, Esquire, to act as hearing officer in the event Officer James E. Dohner elects to appeal the decision of the Township to terminate his employment.

3. This Resolution shall take effect immediately.

The vote was:

Yeas 3 Nays \_\_\_\_\_ Absent \_\_\_\_\_

Names of Township Members voting Yeas:

LAWHEAD BROWN SMITH

Names of Township Members voting Nays:

0

Names of Township Members absent: 0

IN WITNESS WHEREOF, the Board of Supervisors of Lawrence Township has duly adopted this Resolution and caused it

to be executed by the officers below this 17<sup>th</sup> day of December,  
2002.

ATTEST:

LAWRENCE TOWNSHIP

Barbara D. Daffner

William D. Lawhead  
William D. Lawhead, Chairman

Melvin L. Smith  
Melvin L. Smith

Edward E. Brown  
Edward E. Brown

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER,  
Plaintiff,

v.

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,  
Defendants.

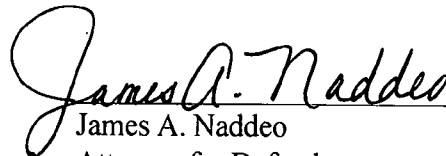
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: No. 02-995-CD  
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CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of the Affidavit, attached copies of correspondence and Lawrence Township Resolution 2004 - 17, filed in the above-captioned action, were served on the following person and in the following manner on the 13<sup>th</sup> day of July, 2004:

First Class Mail, Postage Pre-Paid

F. Cortez Bell, III, Esquire  
318 East Locust Street  
P. O. Box 670  
Clearfield, PA 16830

  
James A. Naddeo  
Attorney for Defendant

**JAMES A. NADDEO,**  
ATTORNEY AT LAW  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

---

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CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER

vs.

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS

:  
:  
: No. 02-995-CD  
:  
:

FILED


JUL 14 2004

William A. Shaw  
Prothonotary/Clerk of Courts

**ORDER**

AND NOW, this 14 day of July, 2004, it is the ORDER of the Court that argument on Defendants' Motion for Summary Judgment in the above matter has been rescheduled from July 16, 2004 to **Monday, September 13, 2004 at 9:00 A.M.**, before the Honorable John K. Reilly, Jr., Senior Judge, Specially Presiding, in the Clearfield County Courthouse, Clearfield, PA. Please report to the Court Administrator's Office. You will be directed from there where this trial will be held.

BY THE COURT:

  
\_\_\_\_\_  
JOHN K. REILLY, JR.  
Senior Judge



FILED

09/14/00/04  
JUL 14 2004

William A. Shaw  
Prothonotary/Clerk of Courts

Argy Bell, Maddeo

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER

vs.

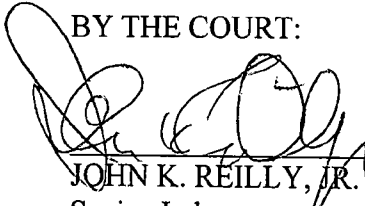
LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS

:  
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: No. 02-995-CD  
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**ORDER**

AND NOW, this 17 day of December, 2004, it is the ORDER of the Court that argument on Defendants' Motion for Summary Judgment in the above matter has been scheduled for **Monday, December 20, 2004 at 9:30 A.M.**, before the Honorable John K. Reilly, Jr., Senior Judge, Specially Presiding, in the Clearfield County Courthouse, Clearfield, PA. Please report to the Court Administrator's Office. You will be directed from there where this trial will be held.

BY THE COURT:

  
JOHN K. REILLY, JR.  
Senior Judge

**FILED**<sup>64</sup>  
O 3:50 PM 11/11/04  
100 Atty. Nadd  
DEC 17 2004

William A. Shaw  
Prothonotary

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER

vs.

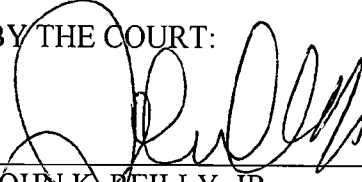
LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS

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: No. 02-995-CD  
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**ORDER**

AND NOW, this 3rd day of February, 2005 it is the ORDER of the Court that a status conference in the above matter has been scheduled for **Thursday, March 31, 2005 at 9:00 A.M.** before the Honorable John K. Reilly, Jr., Senior Judge, Specially Presiding, in the Clearfield County Courthouse, Clearfield, PA. Please report to the Court Administrator's Office. You will be directed from there where this conference will be held.

BY THE COURT:

  
\_\_\_\_\_  
JOHN K. REILLY, JR.  
Senior Judge

FILED  
FEB 03 2005

 William A. Shaw  
Prothonotary/Clerk of Courts

ice  
Atty's: Bell  
Naddeo  
(CIA env.)

CP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER

vs.

No. 02-995-CD

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS

**ORDER**

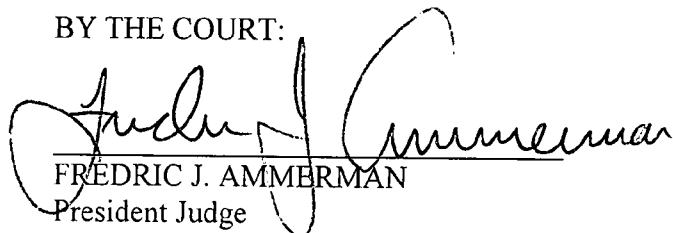
AND NOW, this 9<sup>th</sup> day of May, 2005, it is the ORDER of the Court that a status conference in the above matter has been scheduled for **Friday, July 1, 2005 at 2:30 P.M.**, before the Honorable John K. Reilly, Jr., Senior Judge, Specially Presiding, in the Clearfield County Courthouse, Clearfield, PA. Please report to the Court Administrator's Office. You will be directed from there where this conference will be held.

FILED

05:56 PM  
MAY 10 2005

William A. Shaw  
Prothoniary/Clerk of Courts

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER  
Plaintiff

v.

LAWRENCE TOWNSHIP  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS  
Defendants

:  
:  
: No. 02-995-CD  
:  
: Type of Case: Civil  
:  
: Type of Pleading:  
: Motion for Extension of Time  
:  
:  
: Filed on Behalf of:  
: James E. Dohner,  
: Plaintiff  
:  
: Counsel of Record for this Party:  
: F. Cortez Bell, III, Esquire  
: I.D. #30183  
:  
: 318 East Locust Street  
: P.O. Box 1088  
: Clearfield, PA 16830  
: Telephone: (814)765-5537  
:  
:

FILED 3cc  
of 1:11/01  
AUG 01 2005  
William A. Shaw  
Prothonotary/Clerk of Courts  
Any Bell

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
(Civil Division)

JAMES E. DOHNER

v.

LAWRENCE TOWNSHIP  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS

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:  
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No. 02-995-CD

**MOTION FOR EXTENSION OF TIME**

**NOW**, comes the Plaintiff, James E. Dohner, by and through his attorney, F. Cortez Bell, III, and in support of the forgoing Motion for Extension of Time, avers as follows:

1. Plaintiff, James E. Dohner, currently is the Plaintiff as to an action filed to the above captioned term and number.

2. That as a result of a Status Conference held July 1, 2005, the Court allowed the Plaintiff a period of thirty (30) days from that date to obtain a report from Dr. Howard A. Cohen, M.D. that would be favorable to the Plaintiff's position.

3. That at the time of the Status Conference on July 1, 2005, counsel for the Plaintiff indicated that letters had been sent to the Dr. Cohen's office requesting his opinion and providing medical records but counsel had been having difficulty making actual contact with the Doctor, himself, to determine whether an opinion can be provided and the nature of that opinion.

4. That as a result of recent contact with the office of Dr. Cohen it was learned that Dr. Cohen is currently out of the country and has been for an extended period of time, since May 25, 2005, and is not expected to return until August 8, 2005.

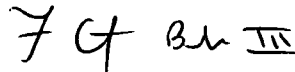
5. That counsel for the Plaintiff has been unable to have contact with Doctor Cohen

or to even be able to advise him that a response was required by the Court prior to the August 1, 2005 deadline established by the Court.

6. That the Plaintiff would respectfully request that the Court extend the deadline reached as a result of the July 1, 2005, Status Conference such that a determination might be made after consultation with Dr. Cohn as to whether he might be able to render an opinion and what that opinion might be.

WHEREFORE it is respectfully requested that your Honorable Court extend the time period for a response from Dr. Cohn for a reasonable time after his return from out of the country on August 8, 2005.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "F. Cortez Bell, III". The signature is stylized with a large "F" and "C", and the name "Bell" is written in a cursive script.

F. Cortez Bell, III  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
(Civil Division)

JAMES E. DOHNER

v.

LAWRENCE TOWNSHIP  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS

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No. 02-995-CD

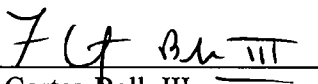
**CERTIFICATE OF SERVICE**

It is hereby certified that a true and correct copy of the Plaintiff's Motion for Extension of  
Time was served in the manner indicated upon the following:

(Personal Delivery)

James A. Naddeo, Esquire  
207 East Market Street  
Clearfield, PA 16830

Date: August 1, 2005

  
F. Cortez Bell, III  
Attorney for Plaintiff



CA

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JAMES E. DOHNER

-VS-

No. 02-995-CD

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD OF  
SUPERVISORS

O R D E R

NOW, this 1st day of August, 2005, upon  
consideration of Defendants' Motion for Summary Judgment on  
the issue of Plaintiff's claim under the Heart and Lung Act  
and argument and briefs thereon, it is the ORDER of this  
Court that said Motion be and is hereby granted and said  
claim dismissed, with prejudice.

BY THE COURT,



THE HONORABLE JOHN K. REILLY, JR.  
Senior Judge, Specially Presiding

FILED

019-2481  
AUG 02 2005

2005 Aug 2  
Bell  
Naddeo

Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
(Civil Division)

JAMES E. DOHNER  
Plaintiff  
v.

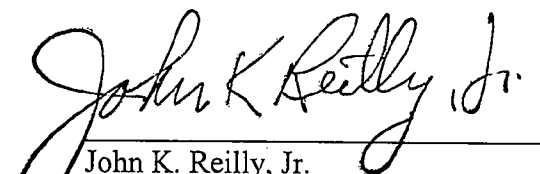
No. 02-995-CD

LAWRENCE TOWNSHIP  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS  
Defendants

**RULE TO SHOW CAUSE**

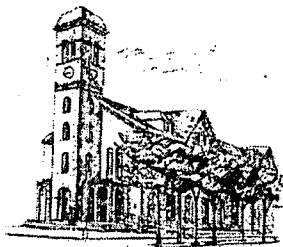
AND NOW, this 7<sup>th</sup> day of ~~August~~ <sup>November</sup>, 2005, upon consideration of the Plaintiff's Motion for Extension of Time, a Rule is hereby granted on the Defendants to show why said Motion should not be granted. Rule returnable for Answer by the Defendants and hearing on said Motion to be held on the 21<sup>st</sup> day of November, 2005, at 9:00 o'clock A.M., in Courtroom No. 2

BY THE COURT,

  
John K. Reilly, Jr.  
Senior Judge

FILED 3cc  
01/30/05  
NOV 07 2005  
Atty. J. Bell

William A. Shaw  
Prothonotary/Clerk of Courts



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

Over the past several weeks, it has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

  X   You are responsible for serving all appropriate parties.

       The Prothonotary's office has provided service to the following parties:

       Plaintiff(s)/Attorney(s)

       Defendant(s)/Attorney(s)

       Other

       Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER,  
Plaintiff,

v.

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,  
Defendants.

No. 02-995-CD

Type of Pleading:

ANSWER TO MOTION FOR  
EXTENSION OF TIME

Filed on behalf of:  
Defendant

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

211 1/2 E. Locust Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

FILED <sup>NO</sup>  
09/14/05 <sup>CC</sup>  
NOV 21 2005

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

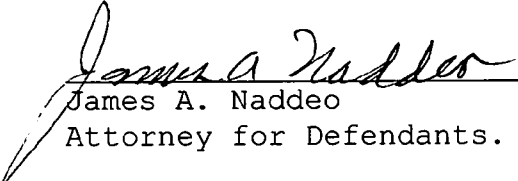
JAMES E. DOHNER,	*	
Plaintiff,	*	
	*	
v.	*	No. 02-995-CD
	*	
LAWRENCE TOWNSHIP and	*	
LAWRENCE TOWNSHIP BOARD	*	
OF SUPERVISORS,	*	
Defendants.	*	

ANSWER TO MOTION FOR EXTENSION OF TIME

NOW COME the Defendants and by their attorney, James  
A. Naddeo, Esquire, set forth the following:

1. Admitted.
2. Admitted.
3. Denied in that after reasonable investigation  
Defendant is without knowledge or information sufficient to form a  
belief as to the truth of said averment.
4. Denied in that after reasonable investigation  
Defendant is without knowledge or information sufficient to form a  
belief as to the truth of said averment.
5. Denied in that after reasonable investigation  
Defendant is without knowledge or information sufficient to form a  
belief as to the truth of said averment.
6. States a prayer for relief. No answer required.

WHEREFORE, Defendants respectfully request that  
Plaintiff's request for extension of time be denied.

  
James A. Naddeo  
Attorney for Defendants.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER,  
Plaintiff,

v.

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,  
Defendants.

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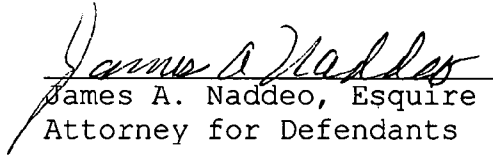
No. 02-995-CD

**CERTIFICATE OF SERVICE**

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Defendants' Answer to Request for Extension of Time filed in the above-captioned action was served on the following person and in the following manner on the 21st day of November, 2005:

Hand Delivered

F. Cortez Bell, III, Esquire  
Bell, Silberblatt & Wood  
318 East Locust Street  
PO Box 670  
Clearfield, PA 16830

  
James A. Naddeo, Esquire  
Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER,  
Plaintiff,

v.

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,  
Defendants.

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\*  
\* No. 02- 995 -CD  
\*  
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\*

\*  
\*  
\* Type of Pleading:  
\*

\* Praecept for Final  
\* Judgment  
\*

\* Filed on behalf of:  
\* Defendant  
\*

\* Counsel of Record for  
\* this party:  
\*  
\*

\* James A. Naddeo, Esq.  
\* Pa I.D. 06820  
\*

\* 207 East Market Street  
\* P.O. Box 552  
\* Clearfield, PA 16830  
\* (814) 765-1601

FILED <sup>ICC</sup>  
p/10:46/87 <sup>Atty's:</sup>  
NOV 22 2005 <sup>Naddeo</sup>  
William A. Shaw <sup>Bell</sup>  
Prothonotary/Clerk of Courts  
<sup>Atty Naddeo</sup>  
<sup>pd.</sup>  
<sup>2000</sup>  
(GR)



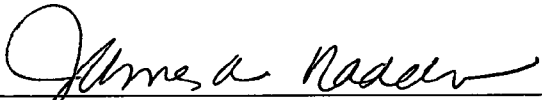
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER,	*	
Plaintiff,	*	
	*	
v.	*	No. 02-995 -CD
	*	
LAWRENCE TOWNSHIP and	*	
LAWRENCE TOWNSHIP BOARD	*	
OF SUPERVISORS,	*	
Defendants.	*	

PRAECIPE FOR FINAL JUDGMENT

TO THE PROTHONOTARY:

Please enter judgment for the Defendants, Lawrence Township and Lawrence Township Board of Supervisors, and against the Plaintiff, James E. Dohner, upon the Order of Court dated August 1, 2005.

  
\_\_\_\_\_  
James A. Naddeo  
Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAMES E. DOHNER,  
Plaintiff,

v.

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD  
OF SUPERVISORS,  
Defendants.

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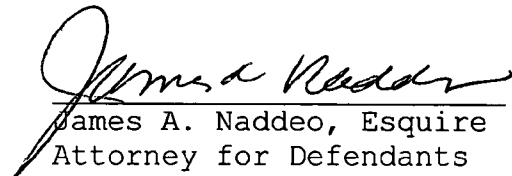
No. 02-995-CD

**CERTIFICATE OF SERVICE**

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Defendants' Praecipe for Final Judgment filed in the above-captioned action was served on the following person and in the following manner on the 22nd day of November, 2005:

First Class Mail, Postage Prepaid

F. Cortez Bell, III, Esquire  
Bell, Silberblatt & Wood  
318 East Locust Street  
PO Box 670  
Clearfield, PA 16830

  
James A. Naddeo, Esquire  
Attorney for Defendants

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JAMES E. DOHNER

-VS-

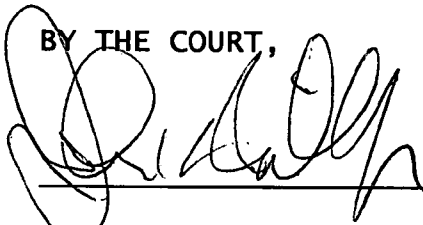
No. 02-995-CD

LAWRENCE TOWNSHIP and  
LAWRENCE TOWNSHIP BOARD OF  
SUPERVISORS

O R D E R

NOW, this 21st day of November, 2005, upon  
consideration of Motion for Extension of Time filed on  
behalf of Plaintiff above named and argument thereon, it is  
the ORDER of this Court that said Motion be and is hereby  
dismissed.

BY THE COURT,



THE HONORABLE JOHN K. REILLY, JR.  
Senior Judge, Specially Presiding

FILED

012:5231  
NOV 21 2005

William A. Shaw  
Prothonotary/Clerk of Courts

acc  
Mys: Bell  
Naddeo  
(60)



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

Over the past several weeks, it has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

\_\_\_\_\_ You are responsible for serving all appropriate parties.

X\_\_\_\_\_ The Prothonotary's office has provided service to the following parties:

X\_\_\_\_\_ Plaintiff(s)/Attorney(s)

X\_\_\_\_\_ Defendant(s)/Attorney(s)

\_\_\_\_\_ Other

\_\_\_\_\_ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
(Civil Division)

JAMES E. DOHNER,  
Plaintiff

v.

LAWRENCE TOWNSHIP AND  
LAWRENCE TOWNSHIP BOARD OF  
SUPERVISORS,  
Defendants

No. 02-0995-CD

**NOTICE OF INTENTION TO PROCEED**

To the Court:

James P. Dohner, the Plaintiff herein, intends to proceed with the above captioned matter.

Date: August 6, 2007

*F. Cortez Bell, III*

F. Cortez Bell, III, Esquire  
Attorney for Plaintiff  
James E. Dohner

**FILED** 200  
012:59/61  
AUG 06 2007  
*Atty Bell*  
(612)

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
(Civil Division)

JAMES E. DOHNER,  
Plaintiff

v.

LAWRENCE TOWNSHIP AND  
LAWRENCE TOWNSHIP BOARD OF  
SUPERVISORS,  
Defendants

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No. 02-0995-CD

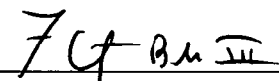
**CERTIFICATE OF SERVICE**

I hereby certify that I am this day serving upon the persons and in the manner indicated  
below a true and correct copy of the Statement of Intention to Proceed.

Service by first class mail, postage prepaid addressed as follows:

James A. Naddeo, Esquire  
207 East Market Street  
P.O. Box 552  
Clearfield, PA 16830

Dated: August 6, 2007

  
\_\_\_\_\_  
F. Cortez Bell, III, Esquire  
Attorney for Plaintiff