

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
BENSALEM TOWNSHIP  
AND  
THE BENSALEM TOWNSHIP POLICE BENEVOLENT ASSOCIATION, INC**

Bensalem Township (“Township”) and the Bensalem Township Police Benevolent Association, Inc. (“PBA”), collectively referred to as the Parties, agree as follows with regard to the terms and conditions of their January 1, 2014 collective bargaining agreement:

1. The PBA is the exclusive representative agent for the bargaining unit comprised of Police Officers of Bensalem Township. Pursuant to Act 111, 43 P.S. § 217.1, *et seq.*, the Township and PBA have negotiated and reached agreement on changes to their Collective Bargaining Agreement (“CBA”) due to expire on December 31, 2013. The agreed upon changes are set forth in detail herein.

2. *Article 1 – Term.* The term of the new CBA shall be four years commencing January 1, 2014 and ending December 31, 2017.

3. *Article 5 – Residency Requirements.* The CBA shall be amended to increase the residency mileage from six (6) miles to twelve (12) miles.

4. *Article 9 – Wages Or Salary.* Bargaining unit members shall receive the following increases to their base annual wage:

2014	-	3.25%
2015	-	3.25%

2016 - 3.50%

2017 - 3.50%

5. **Article 19 – Medical, Hospital, Dental and Prescription Insurance Plan of Coverage.** Article 19(F) of the CBA shall be amended to increase the Township’s contribution to bargaining unit members’ Health Reimbursement Accounts from Three Hundred Dollars (\$300.00) to Six Hundred Dollars (\$600.00).

6. **Article 21 – Police Employee Pension and Retirement Plan.** The CBA and Police Pension Ordinance shall be amended to eliminate the Act 600 Killed in Service benefit. Effective January 1, 2014, a police officer killed in service shall receive the benefit provided by the Commonwealth of Pennsylvania pursuant to Act 51 of 2009.

7. **Deferred Retirement Option Plan.**

(A) The CBA and Police Pension Plan shall be amended to provide a Deferred Retirement Option Plan (“DROP”) in accordance with Act 44 of 2009. The DROP shall have a mandatory enrollment period which requires police officers to elect and begin DROP participation within ninety (90) days from the date they become eligible to retire with a superannuation retirement benefit, *i.e.* the date on which the officer satisfies both the age and service requirements for a normal retirement benefit. Failure to enter DROP within the ninety (90) day enrollment period shall render the police officer ineligible to participate in DROP. The DROP shall have a maximum participation period of three (3) years.

(B) There shall be an exception to the mandatory enrollment period in the first year only for those officers who are eligible to retire as of January 1, 2014. These police officers shall

have until June 1, 2014 to enter DROP if they so decide. This exception shall apply only to Officers Mark Kelly, Mark Blaszczyk and Karl Mascia. If these officers do not enter DROP by June 1, 2014, they will not be eligible to participate in DROP.

(C) The DROP shall also provide that any police officer who becomes permanently disabled while participating in DROP shall have his/her participation period accelerated and his/her employment terminated. The officer shall receive all of his/her DROP funds with interest within forty-five (45) days of separation and shall continue to receive a superannuation retirement benefit.

(D) The Township shall draft the Deferred Retirement Option Plan and submit it to the PBA for written approval within thirty (30) days from the date this Agreement is executed by all parties. It is further agreed and understood that if the parties are unable to reach agreement on terms of the DROP plan which have not already been agreed to herein or which are not required by Act 44, the parties agree to submit those disputed terms to arbitration pursuant to the grievance procedures of the CBA for resolution. If disputed terms are submitted to arbitration, the arbitrator's authority shall be limited to determining whether the disputed term shall be included in the DROP plan and if so the appropriate language to be included in the plan.

8. All remaining terms and conditions of employment not modified by this Agreement shall remain "as is".

9. The Parties shall create and agree upon a Consolidated Collective Bargaining Agreement for the term January 1, 2014 through December 31, 2017 which integrates the terms, conditions and provisions of all prior and existing collective bargaining agreements and Act 111 Awards which have not been changed by this Agreement. The Township will draft the proposed


consolidated agreement and submit it to the PBA for approval within forty-five (45) days from the date this Agreement is executed. The PBA shall then have fifteen (15) days to review the Township's draft and make suggested corrections and/or revisions. It is the intent of the Parties to have a fully executed consolidated collective bargaining agreement no later than sixty (60) days after this Agreement is fully executed.

10. This Memorandum of Agreement shall be final and binding on the parties upon ratification by the General Membership of the Association and by the Township.

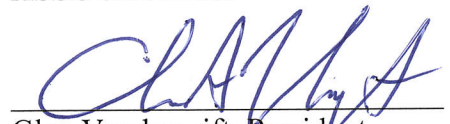
*IN WITNESS WHEREOF*, the Parties intending to be legally bound set their hand and seals the day and year shown below.

**FOR THE TOWNSHIP**

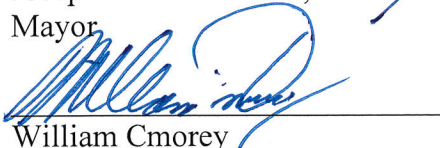
**FOR THE BENSLEM TOWNSHIP  
POLICE BENEVOLENT  
ASSOCIATION**

  
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Joseph V. DiGirolamo, Jr.  
Mayor

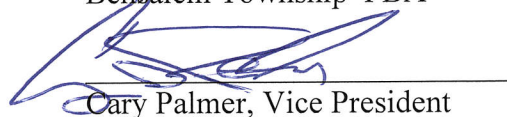
12/16/13  
Date

  
\_\_\_\_\_  
Glen Vandergrift, President  
Bensalem Township PBA

12/16/13  
Date

  
\_\_\_\_\_  
William Cmorey  
Director of Administration

12/16/13  
Date

  
\_\_\_\_\_  
Cary Palmer, Vice President  
Bensalem Township PBA

12/16/13  
Date