

**AGREEMENT BETWEEN SUPERVISORS OF PLUMSTEAD
TOWNSHIP
AND
PLUMSTEAD TOWNSHIP POLICE BENEVOLENCE
ASSOCIATION**

For the Period of

January 1, 2016 to December 31, 2019

AGREEMENT

THIS AGREEMENT, made this 9th day of February, A.D., 2016, to be effective January 1, 2016 for the period January 1, 2016 through December 31, 2019, by and between the TOWNSHIP OF PLUMSTEAD, (hereinafter referred to as "Township") and the PLUMSTEAD TOWNSHIP POLICE BENEVOLENCE ASSOCIATION (hereinafter referred to as the "Police").

Article I. Intent

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to set forth herein the basic and full agreement between the parties concerning wages, hours and conditions of employment.

Article II. Recognition

The Township recognizes that all full-time Officers of the Police, exclusive of the Chief of Police or any rank above Sergeant, constitute an appropriate unit for purposes of collective bargaining with the Township, and Township agrees to recognize, negotiate and deal with the agent or representative designated in writing by the Police as their authorized representative for purposes of collective bargaining with Township on matters pertaining to wages, hours and conditions of employment.

Article III. Salary

1. The following base salaries shall be in effect for the stated classifications for the years indicated, as follows:

Patrol Officer	2016	2017	2018	2019
Starting Salary	51,916.16	53,733.23	55,882.56	57,978.16
After 12 months	60,569.22	62,689.15	65,196.71	67,641.59
After 24 months	69,222.30	71,645.08	74,510.88	77,305.04
After 36 months	77,874.24	80,599.84	83,823.83	86,967.22
After 48 months	86,527.30	89,555.76	93,137.99	96,630.66

2. The Chief of Police/Township shall offer a potential Officer candidate with a minimum of five (5) years of full time experience in addition to having either obtained his/her Act 120 Certification or its equivalent a starting salary equivalent to the second step or after 12 months level and would continue to advance according to the salary schedule. The Chief shall offer a potential Officer with a minimum of ten (10) years of full time experience and have either obtained his/her Act 120 Certification or its equivalent, a starting salary equivalent to the third step or after 24 months level and would continue to advance according to the salary schedule. This will only affect salary, and will in no way grant seniority which is defined by date of hire. For those Officers hired on the same date seniority will be determined by the rank in the Officer's overall test score in the hiring process. This offer will not provide additional benefits to the Officer associated with seniority with respect to Vacation time, Sick Time, Personal time, Kelly time, or Longevity Incentive.

3. Longevity incentive in one (1) lump sum will be paid each year in the payroll immediately following the Officer's anniversary date with the Township for those Officers with five (5) years or more service in accordance with the schedule below. Longevity is considered earned as of the Officer's anniversary date with the Township. Should an Officer separate from employment with the Township prior to his or her anniversary date the longevity will not be paid out for that year. For those officers hired after 01/01/09 the maximum longevity one can earn will be \$1,750.00.

5 years - \$750.00, 6 years - \$900.00, 7 years - \$1050.00, 8 years - \$1200.00 etc.

4. Sergeant

An increment of six percent (6%) shall be added to an Officer's yearly base rate for the rank of Sergeant.

5. Corporal

An increment of three percent (3%) shall be added to an Officer's yearly base rate for the rank of Corporal.

6. Detective

Pay rate for Officer rank as listed in Article III, subsection (1), Salary. Supervisory rank (Corporal, Sergeant) will not be recognized and compensated in the Detective Division until that unit has two (2) or more Officers. Work schedule shall be in accordance with the needs of the Department. The Detective will report to the Chief of Police or his/her designee in the event of his absence. In addition an annual clothing allowance of One Thousand Dollars (\$1,000.00) shall be paid in a lump sum payment on or before the last Friday in January.

Article IV.

Overtime

Time and one-half (1 ½) shall be paid for all hours worked on duty in excess of the regularly scheduled shift. Overtime will be calculated and paid for each tenth of an hour of continuous time in excess of the regularly scheduled shift. Monitoring and said approval of said overtime will be the responsibility of each Squad's Supervisor.

Should an Officer be called into work for emergency duty for other than a regularly scheduled shift at a time when he or she is off duty, the Officer will be paid a minimum of two (2) hours at the overtime rate of one and one-half (1 ½) times the base hourly wage rate for that Officer. Overtime calculation will not begin until the Officer reports for duty. Any Officer who is called in and subsequently told not to report for duty while in route will be paid two (2) hours at his or her overtime rate.

An overtime list in order of Officers' seniority will be compiled and followed. This list will be used for the purpose(s) of shift and special detail coverage. For call-ins an Officer will be given up to fifteen (15) minutes to respond to a phone call on his or her Township provided cellular phone and alternate phone number provided. If the Officer fails to respond it will be deemed a negative response and noted. Once an Officer fulfills the overtime request it will be noted and the next need for overtime will be offered to the Officer who immediately follows on the list. If the list is exhausted and no Officer makes him/herself available the shift/squad supervisor making the call will have the authority to issue a direct order to an eligible officer with the least seniority based on date of hire. No Officer will be offered overtime who has previously requested the time off utilizing vacation, personal hours, or Kelly time (no pyramiding).

Article V.

Court Time

1. All court appearances during the regularly scheduled workday will be paid at regular rate. If the court appearance is scheduled to start within one (1) hour of the scheduled start or completion of an Officer's work shift, and is completed within that hour, the Officer shall receive overtime for one (1) hour. Overtime shall be paid for actual hours worked for any court appearance if the time does not fall on a regularly scheduled work shift with a minimum of three (3) hours for District Justice Court, and a minimum of four (4) hours for Court of Common Pleas or other Court of Record. If an Officer is placed on call for an appearance at the Court of Common Pleas or other Court of Record the Officer shall be paid overtime for a minimum of two (2) hours if the one-call does not fall on a regularly scheduled work shift.
2. Time and one-half (1½) shall also be paid for any attendance by an Officer at a deposition as a result of a job related activity and any appearances as a result of civil and/or criminal subpoenas if such time does not fall on a regularly scheduled work shift. An Officer will be paid court time as a result of any notice from any court or court officer for court attendance for appearances pertaining to job related incidents if time does not fall on a regularly scheduled work shift, except when the Chief of Police, or his designee, disapproves such payment.
3. The Township will notify an Officer in the event that his/her scheduled court appearance or On-Call is cancelled upon receipt of such notice via the Officer's Township provided cell phone and the alternate phone number provided. The Chief

will designate an employee with the notification procedure and an alternate employee to assure prompt notification is made to the affected Officer. If an Officer is not called by 4:00 p.m. the day prior to his or her court appearance that Officer will be paid two (2) hours at his or her overtime rate.

4. An Officer will endorse any checks received as a result of a court appearance to the Township, submitting them to the payroll clerk.

Article VI. Vacation Time

Vacation allotment shall be as follows:

After 1 year	48 hours
After 2 years	96 hours
After 5 years	144 hours
After 10 years	192 hours
After 15 years	200 hours
After 16 years	208 hours
After 17 years	216 hours
After 18 years	224 hours
After 19 years	232 hours
After 20 years	240 hours (maximum)

Vacation schedules shall be subject to the approval of the Chief of Police or his designee. The following method of scheduling vacations shall be used provided the vacations do not impair service to the community:

1. All Officers shall be allowed to take vacation at a time most desired by the individual Officer, at any time or times during the calendar year. Vacation may be used in any combination from one scheduled day, one (1) scheduled hour to two (2) scheduled weeks, unless otherwise approved by the Chief of Police or his designee;
2. The Chief of Police, or his designee, shall post on a bulletin board within the police station during the first week of the calendar year a vacation list. This list shall show each Officer's name in the order of seniority and the number of hours of vacation to which each Officer is entitled;
3. Upon the posting of this list, each Officer shall have the opportunity to select vacation times in accordance with seniority and enter on the list the vacation selected. In fairness to all Officers, this selection should be done as soon as possible, but no later than April 30th of the calendar year, after which the seniority priority shall no longer apply and vacation may then be selected on a first come, first served basis;
4. In the event an Officer changes his selection, he may then take vacation at another time or times not reserved by any other Officer, but will not be allowed to exercise seniority to obtain the desired time or times;

5. Any request for vacation prior to April 30th of the calendar year shall be made in writing to the Shift Supervisor, or his designee, and posted with the aforementioned vacation list. In the event there are no objections within ten (10) calendar days from any Officer with higher seniority than that of the requesting Officer, the Chief of Police, or his designee, shall grant the request;
6. Vacation will be credited to the Officer as of January 1st of each year for the time that would be considered earned during that year. Should an Officer leave prior to an anniversary date that would result in a higher number of hours being credited to his/her account, the pay equal to the unearned hours will be returned to the Township;
7. Up to forty-eight (48) hours of vacation may be carried over for one (1) year only. Any carryover time not used during the following year will be lost;
8. Any Officer must notify the Chief of Police and Township Manager in writing by December 15 if he/she wishes the Township to buy back vacation up to a maximum of ninety-six (96) hours.
9. Upon receipt of a request for time off the Shift Supervisor, or his designee shall notify the Officer of the approval or denial of the request within ten (10) days. If no response is given it will be deemed an automatic approval.

Article VII. Sick Leave

Ninety-six (96) hours each year shall be allotted to each Officer as paid sick leave. For new Officers, numbers of days will be prorated. Days will be credited as of January 1st each year, but considered earned at the rate of eight (8) hours per month. If an Officer leaves in the middle of a calendar year, any unearned sick time will be deducted from other leave time or compensation to which the Officer is entitled upon separation of service.

Paid sick leave may be used for personal illness or family illness. Three (3) consecutive scheduled days or more of continuous sick leave will require a doctor's certificate concerning the officer or the family member. Without a certificate, the Officer will not be paid sick pay for sick leave beyond three (3) days.

There is no limit to the number of sick days that can accumulate. Upon retirement, the Township shall purchase unused hours at 50% up to a maximum of one thousand (1,000) hours or the Officer may elect to have 65% deposited into his health insurance premium reimbursement sub-account. The Township shall pay 65% of the value of additional sick days to a maximum of one thousand (1,000) hours into the officer's health insurance premium reimbursement sub-account. In the event of a duty related death, unused sick leave will be paid at one hundred percent (100%) to the designated beneficiary.

Article VIII. Funeral Leave

For death of a mother, father, sister, brother, husband, wife, domestic partner, child or grandparent, Police shall receive four (4) days funeral leave at regular pay within (10) days of the above relative's death and shall be entitled to take three (3) additional days charged to sick leave without the requirement for a doctor's note normally required for three (3) or more sick days within (10) days of the above relative's death. For death of mother-in-law, father-in-law, sister-in-law brother-in-law, or ex-spouse, Police shall be entitled to take three (3) days off at regular pay within (10) days of the above relative's death. For death of any other family member, Police may take from accrued days, including personal, vacation and Kelly time. The Township recognizes that families may elect to hold a memorial service at a later point in time to honor the deceased. If this is the case the Officer may use accrued vacation, personal or Kelly time to attend the service. A special exception may be granted for the ten (10) day requirement by the Chief and Township Manager.

Article IX. Life Insurance

Present life insurance, including the double indemnity of Seventy-Five Thousand Dollars (\$75,000.00) will be provided for each Officer.

Article X. Physical Examination

1. The Officer must pass a physical examination and psychological examination under state requirement as a condition to initial employment. The Officer must take one (1) annual physical examination, including laboratory tests for blood and urine, as basis for continued employment. Township is to pay the cost thereof. The scope of the physical will be determined by the requirements listed on the universal form used by the Township's current health insurance provider at the time the physical is performed.

Article XI. Holidays

Township will recognize the following as holidays and the Police shall receive holiday pay for the following:

New Year's Day	Explorers' Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Police Memorial Day

Holiday pay will be paid at straight time in a lump sum payable on the first pay in August to all Officers covered by the collective bargaining agreement.

Officers who work any of these holidays in the regular rotation will be paid their respective overtime rate. Officers in or out of the normal rotation who desire the holiday off will need to submit a written request for the time off and take it as vacation, personal or Kelly time in accordance with

the appropriate Article(s) of this Agreement. For the purpose of calculating compensation holidays will be based on the calendar clock of 12:00 a.m. to 11:59 p.m.

Article XII. Injured On Duty

Township will continue to provide coverage under its Municipal Liability Policy under the Act of June 28, 1935, P.L. 477, The Heart and Lung Act, as amended from time to time, so long as such insurance may be obtained. Said coverage is to be subject to the standard exclusions in said policy. It is agreed that Police do not waive any benefits provided under the Act which would be payable by Township had there been no insurance.

Officers are required to follow through and proceed, in good faith, with a workers' compensation claim and the parties will accept the determination for Heart & Lung Act purposes.

Any Officer who as a result of an injury sustained in the performance of his/her duties as a police officer is temporarily incapable of performing the essential duties of a municipal police officer shall be paid his or her full rate of salary with all attendant fringe benefits. Heart and Lung benefits shall terminate upon either of the following (1) the Officer becomes capable of performing all of the essential duties of a municipal police officer; or (2) the injury is deemed to be permanent.

In order to insure an uninterrupted payment of benefits to the Officer, the Township will continue to pay the Officer's salary on the scheduled payroll date. In turn, the Officer agrees to endorse all insurance checks payable for lost wages or benefits under the Municipal Liability Policy directly to the Township.

Article XIII. Jury Duty

An Officer shall receive regular pay for jury service for actual days served if scheduled to work. A full day of jury duty will count as a day's work. However, Officers attending jury duty in Bucks County are required to report to work to complete their shift if their appearance is cancelled or concludes within four (4) hours of reporting for jury duty. If an Officer does not report to work, he can use Kelly time to complete his shift. If an Officer chooses to use Kelly time, he must immediately notify the Chief of Police or his designee.

Any checks received by the Officer from the court will be endorsed and forwarded to the Township's payroll clerk.

Article XIV. Education

Education reimbursement for college courses in a Criminal Justice and/or Law Enforcement program, or courses required to complete any degree in a Criminal Justice or Law Enforcement program shall be as follows:

Grade mark of "A"	100% of tuition reimbursement
Grade mark of "B"	80% of tuition reimbursement
Grade mark of "C"	50% of tuition reimbursement

The maximum reimbursement to an individual officer for tuition, books and/or materials in a calendar year will be \$6,000.00.

If it is certified by the instructor of a particular course that the grade received by an Officer was either a "B" or "C" as a result of the Officer schedule and/or other commitments to the Department, the Officer will be paid at the next higher rate of reimbursement if substantiated by the Chief of Police.

Any educational bonuses shall be paid to all eligible Officers who have received an Associates or Bachelor's Degree in Criminal Justice at the following rates with cap applying to all officers hired after 01/01/09:

Associates degree	4% of base salary up to \$2,500.00
Bachelor's degree or higher	6% of base salary up to \$4,500.00

Officers who have achieved either an Associate's Degree or a Bachelor's Degree in a non-Criminal Justice major shall receive the following education bonus provided they have achieved a 2.7 cumulative grade point average on a 4.0 scale or better:

Associates degree	2% of base salary up to \$1,500.00
Bachelor's degree or higher	3% of base salary up to \$2,500.00

Officers hired after 01/01/09 will not be entitled to an education bonus for non-Criminal Justice degrees.

Education incentive is payable to a Police Officer with respect only to the highest level obtained and is payable annually during the next available pay period after his or her anniversary date. Upon successful receipt of graduation evidenced by an official transcript the Officer's overtime rate will be adjusted to reflect the inclusion of the bonus in the calculation. If degree is procured during the year it will be pro-rated from the time received.

If an Officer terminates employment or is terminated by the Township within two (2) years of earning his/her degree, that Officer must repay to the Township any and all reimbursements or direct payments related to the attaining of that degree. If an Officer is forced to retire for medical reasons due to becoming injured on duty (IOD), that Officer is exempt from this requirement.

Article XV. Training

The Township shall provide training required for each Officer to maintain current certification under the "Good Samaritan Act" (42 P.S. Section 8332).

Each Officer shall annually be provided with training required for firearms qualifications as prescribed by MPOETC and Departmental policy. In addition to the above, each Officer shall have the right to attend training courses or classes approved by the Chief of Police, or his designee, up to forty (40) hours in each year of this Agreement providing it does not create an operational or scheduling problem for the department as determined by the Chief, or his designee. The Officer will be notified of the decision of the Chief of Police, or his designee to attend the training requested by way of posting it on the schedule within ten (10) days of the initial written request providing the registration and placement can be confirmed with the appropriate agency. Officers on a wait-list for training will be notified as soon as the Township receives verification of an opening. Regular rates will be paid only up to eight (8) hours per day. Vacation, Personal, or Kelly time may be used to make a twelve (12) hour shift.

Overnight accommodations will be an option for multi-day conferences/seminars/training which are 50 miles or more from the Township Building provided it does not create staffing issues for the Department resulting in additional overtime being paid to cover for the Officer who is attending the training. Food reimbursement of \$38.00 per day will be included excluding alcoholic beverages and gratuities for service. If the Officer chooses to use his/her own vehicle then the Township will provide no mileage reimbursement if a Township vehicle was offered by the Chief of Police. Schedule changes relating to, and as a result of, training or conference attendance will be at the sole discretion of the Chief of Police or his designee. Time off requests for other Officers after an Officer is scheduled to attend training or a conference will be determined solely by the Chief of Police or his designee based on staffing at the time of the training or conference.

The Township recognizes that there will be training days for those Officers privileged to serve on the MIRT and SRT teams. Such training days will be handled in the following manner: If the training exceeds ten (10) hours with travel time it will be counted as a full shift. If the training is less than ten (10) hours an Officer can elect to come into the station for assignment in order to be paid for a full shift. If these training days occur outside of the Officer's scheduled time the Township will not pay overtime. The Officer will trade the time off during his/her normal schedule coordinating it with that squad's supervisor so it does not produce overtime. This will not affect Officers already scheduled for approved time off.

Article XVI. Liability Insurance Coverage

Township, as long as it may do so at regular and normal rates, will provide a Police Professional Liability Policy. Said coverage is to be subject to the standard exclusions in said policy and identical to that coverage provided under the Police Professional Liability Policy in effect on September 17, 1996. Police do not waive indemnity representation provided by state law.

Article XVII. Pension Plan

During the term of this Agreement, the Police contribution to the Pension Plan for those officers hired before January 1, 2006 will remain at 3.5% to pay for the continuation of the PMRS benefits as enumerated in the Voluntary Labor Arbitration Award dated December 28, 2006.

Officers hired after January 1, 2006 will also contribute 3.5% of their pay to the Police Pension Plan but will not be entitled to make claim to any PMRS benefits as those benefits were not in place when the officer entered the pension system.

The Township shall provide a pension to all eligible Police Officers in accordance with Ordinance 2007-05, dated August 1, 2007 which is attached as Exhibit "A".

A surviving spouse eligible to receive monthly benefits by reason of survivorship of an Officer shall receive a pension calculated at the rate of 50% of the pension or retirement benefits the Officer was receiving at the time of his or her death. A child eligible to receive benefits by reason of survivorship of an Officer shall receive a pension calculated at the rate of 50% of the pension or retirement benefits the Officer was receiving at the time of his or her death; provided however, that where more than one child of an Officer is eligible to receive benefits, the aggregate pension payable to said children shall not exceed 50% of the pension or retirement benefits the Officer was receiving. Any survivor benefits to the child or children of an Officer shall cease upon attainment of the age of 18 years or age 23 if attending a recognized institution of higher education.

In the event that an Officer is killed in service the survivors shall be entitled to receive benefits in accordance with Act 51. Should Act 51 be repealed, or amended to such an extent that the benefits provided not equal 100% of the Officer's final salary, the PBA shall have the right to bargain over a replacement benefit in accordance with Act 111.

A Police Officer having been nominated by the PBA shall be appointed to the Police Pension Advisory Committee by the Township Board of Supervisors.

Article XVIII. Medical and Prescription Plan

1. Police shall participate in such medical, dental and prescription plan as provided to other employees of Township. For calendar year 2009, the medical, dental and prescription plan shall be as set forth on the attached Exhibit "A". For subsequent years of this contract, coverage will be comparable to the plan set forth on the attached Exhibit "B". The Township will inform the PBA of any changes in the plan made by the provider.
2. The Township shall provide a post-employment health plan in accordance with the terms and conditions of the plan's participation agreement, a copy of which is attached to this Agreement. The parties designate Nationwide Retirement Solutions to act as plan administrator for the plan, or its successors, appointed in accordance with the plan and trust documents. An additional plan administrator may be chosen by the Township if deemed beneficial to the Township and Officers. The Township will contribute to the plan on behalf of each eligible employee the amount as prescribed below into the Universal Reimbursement Sub-Account. Upon retirement or voluntary resignation, and upon election by the employee, the Township shall pay

up to sixty-five percent (65%) of the value of unused sick days to a maximum of one thousand (1,000) hours, in excess of sick time an employee may have cashed in pursuant to Article VII of this Agreement. This applies only to Officers hired before 01/01/1985.

2016 through 2019 \$1,000.00

3. Beginning 01/01/09 an Officer will have the ability to elect not to be covered under the Township's medical and prescription plan. If the Officer makes this election he or she must provide proof of coverage under Spouse's health insurance plan. Payments for opting out will be included in the biweekly payroll. An Officer will only be eligible to elect this option in December of each year. If a qualifying major life event; defined as loss of medical insurance, divorce or death of spouse occurs then the Officer may join the Township's medical and prescription plan and payments for previously opting out of said coverage will cease.

The amount of payment that will be made to an Officer opting out of the medical and prescription insurance will be a percentage of the annual premium as outlined below:

2016 - 40%	2017 - 40%	2018 - 40%	2019-40%
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4. Officers hired after 01/01/13 will only be eligible to participate in the DVHIT Choice POS II health insurance plan with the following copays:

Doctors: \$20.00 – General, \$35.00 – Specialist, \$100.00 – Emergency Room
Prescriptions: \$10.00 Generic, \$35.00 Brand, \$50.00 non-formulary

5. The Township shall have the ability to reopen the contract in 2019 on all items relating to healthcare in the event the Township, using the actual premium rates with health care inflation, projects that it will incur a Cadillac Tax the following year (2020). Should the Cadillac Tax implementation date be moved up then the Township shall have the ability to reopen the contract the year prior. If a resolution cannot be negotiated by the PBA and the Township then the Township shall be able to file for an Act 111 reopener on all items relating to healthcare and seek an expedited arbitration process and decision so as to address this matter before the Cadillac Tax will go into effect.

Article XIX. Personal Days

Two (2) paid personal days (24 hours) will be allowed each Officer during each year of this Agreement. This personal time may not be accumulated. Personal time for new hires will be pro-rated as follows:

For Officers hired in the 1st quarter of the year – 24 hours
For Officers hired in the 2nd quarter of the year – 16 hours
For Officers hired in the 3rd quarter of the year - 8 hours
For Officers hired in the 4th quarter of the year - 0 hours

Any excess personal hours may be carried over if less than a day.

Article XX. Cleaning

Each Officer shall receive the sum of Seven Hundred Dollars (\$700.00) on or before the fourth Friday of January each year in lieu of a cleaning allowance. This amount will be pro-rated for new hires on a number of months employed basis. Uniform replacement requests for the Department will be presented to the Chief of Police by the PBA President or his/her designee by September 30 for consideration in the next fiscal year's budget. Individual Officer's replacement requests resulting from damage or unforeseen wear that arise during the year will be presented to the Chief of Police for consideration as they occur.

Article XXI. Disability Insurance

Township shall provide disability insurance coverage for each Officer, commencing ninety (90) days after an Officer shall become disabled. The coverage shall provide sixty percent (60%) of an Officer's salary, to a weekly maximum of Six Hundred Dollars (\$600.00) per week. Credit against this amount shall be given for all sums received by Officer under any policy of worker's compensation, any disability or Professional Liability Policy provided to Police by Township, and Officer's Social Security. Disability insurance payments shall continue for a maximum of five (5) years. The Township will add short-term disability coverage within sixty (60) days of the execution of this agreement which will commence thirty-one (31) days after a non-work related injury or illness occurs. Coverage shall provide sixty percent (60%) of an Officer's salary, to a maximum monthly benefit of Three Thousand Dollars (\$3,000.00).

Article XXII. Scheduling

In consideration of the effects upon the individual Officer's private schedule, the Township shall make all reasonable efforts to post the regular duty schedule, for the next calendar year by November 1st of the preceding year. Said regular duty schedule which is currently twelve (12) hour shifts, shall be agreed upon by Police Chief and PBA. There will be sixty (60) days' notice of any changes to the regular duty schedule, which also is to be agreed upon by the Police Chief and the PBA. In the event that the Police Chief and the PBA cannot agree on a schedule, the matter shall be

resolved under the grievance procedures as outlined in Article XXIII. Any hours worked outside the previously posted schedule will be paid overtime except for those changes agreed upon by the Police Chief and the PBA or through the grievance procedure. Officers not assigned to the regular duty schedule shall receive overtime for any hours worked outside of their normally assigned duties. This does not exclude Officers from mutually exchanging shifts with the approval of the Chief Police or his designee. No Officer will be required to work, but can work more than fourteen (14) hours straight unless there is an emergency situation as determined by the Chief or his designee.

Article XXIII. Grievance Procedure

1. A grievance is a dispute raised by an Officer or Officers involving the interpretation or application of the express terms of this Agreement, disputes pertaining to the issues of disability and payment and/or termination of Heart and Lung Act benefits under the Heart and Lung Act, 53 P.S. 637, and all matters of discipline.
2. Election of Remedies:
 - a. The parties agree that, at an Officer's option, in each instance of discipline, demotion, layoff or discharge, the Officer may waive all rights to proceed under the grievance process established in this Article by giving written notice to the Chief of Police and the Police Association of the Officer's election to proceed under the *Police Tenure Act*, 53 P.S. §811, *et seq.* The election once made shall not be changed without the express written consent of all parties.
 - b. Should an Officer elect to proceed under the *Police Tenure Act*, such election shall represent a binding waiver of the use of the grievance and arbitration procedure provided herein. Should an Officer elect to proceed under the grievance procedure established in this Article, such election shall represent a binding waiver of the use of the procedure provided in the *Police Tenure Act*.
3. Sequence - not later than thirty (30) days after an Officer becomes aware of an event promoting a grievance, the Officer(s) may file a grievance. The grievance must be submitted in the following sequence:
 - a. To the Chief of Police.
 - b. To the Board of Supervisors.
 - c. To an Arbitrator.
3. Form of Appeal and Representation - All grievances must be presented in writing and dated at each step. The grievance must cite the contract provision allegedly violated and other pertinent details. An Officer shall be entitled to representation of his/her choosing in processing a grievance.
4. Decisions and Time Limits - Informal hearings shall be held at Steps (1) and (2); these hearings shall be scheduled within fifteen (15) days of each other. A decision

shall be made within fifteen (15) days of the hearing at Step (1) and within thirty (30) days at Step (2). Failure to receive a decision within these time limits shall entitle the Officer(s) to appeal at the next step. If a grievance is not appealed to the next step within ten (10) days of a decision, it shall be considered settled on the basis of the Township's last answer. The time limit in each step may be extended by mutual written consent of the Officer(s) and the Township representative involved at any step. As used herein, "days" shall mean work days of Monday through Friday, exclusive of holidays.

5. Arbitration - If the grievance is not settled at Steps (1) or (2), the Officer(s) may refer the grievance to arbitration within ten (10) days after receipt of the Township's answer in Step (2). The arbitrator shall be a person mutually agreed upon, or if such a person cannot be agreed upon within ten (10) days after submission of the request for arbitration, then the grievant and the Township shall jointly request the American Arbitration Association to submit a list of arbitrators under the Voluntary Labor Arbitration Rules of that Association.
6. Authority of Arbitrator - The decision of the Arbitrator shall be based solely on the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The Arbitrator shall have no authority to suggest amendment, modification, additions to or subtractions from the provisions of this Agreement. The Arbitrator shall consider and reach a decision only on the specific issue submitted to him/her in writing by the parties, and shall have no authority to make his/her decision on any other issue not so submitted.

The Arbitrator shall submit his/her decision in writing within thirty (30) days following close of the hearing or submission of briefs, whichever is later, unless the parties agree to an extension. The decision of the Arbitrator shall be binding upon both parties.

7. Expenses - The fees and expenses of the Arbitrator and the costs of any transcript shall be divided equally between the parties.
8. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum. Failure to file or appeal a grievance at any step of the procedure within the prescribed time limit shall make the grievance or appeal void. Extensions of the time limits prescribed herein at the various levels of the grievance process may be established by mutual written agreement only.

Article XXIV. Citizen Complaints

A citizen/civilian complaint against a Police employee must be in writing. This complaint, and investigation thereof, must be presented to the Officer within five (5) of the Officer's working days of the receipt of the complaint. If an investigation of the complaint is made and there is no corroborative evidence, the complaint is to be classified as unfounded and shall not be included in the Police employee's personnel file.

Article XXV. Approval of Agreement

The Police by their execution hereof hereby certifies to the Township that a majority of Police have approved the terms of this Agreement at a duly convened meeting prior to the execution hereof. Township certifies to Police that Township approved the terms of the within Agreement at a meeting of the Supervisors of Plumstead Township held on the _____ day of _____ A.D., 2016.

Article XXVI. Township Vehicles

The Police Chief may assign the use of a Township vehicle to a member of the bargaining unit for business use at his sole discretion.

Article XXVII. Agency Shop Clause

The Township shall deduct the current dues and assessment from compensation received by members of the Police Department. The deduction shall be forwarded to the Treasurer of the Plumstead Township Police Benevolent Association ("PBA"). Deductions will be made and paid by check to the PBA at the end of each payroll period. Any member who does not join the PBA shall pay to the PBA a service charge as a contribution toward the administration of the Collective Bargaining Agreement between the parties, which shall be equal to the regular dues and assessments of the police which are required of all unit Police Officers. The PBA and its individual members shall save the municipality harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of an action taken or not taken by the municipality for the purpose of complying with any provisions of this agency shop clause.

Article XXVIII. Miscellaneous

1. The President of the PBA, or his/her designee, will have time off with pay as is reasonably necessary for arbitration and contract negotiations between the PBA and the Township, or to handle and process grievances or other disciplinary matters.
2. Up to one (1) duly elected or appointed officer or representative of the PBA will be permitted to utilize up to a total of eight (8) days of paid leave annually, at eight (8) hours per day at regular rates, to attend to PBA business. The eight (8) days represents the total amount of time all elected PBA officers are allowed to take off a year. Only one elected PBA officer is allowed to take off at any one time for PBA business.
3. The PBA may meet with a representative of the Board of Supervisors, the Township Manager, and the Chief of Police, without pay, to review and discuss issues of concern. Questions or interpretations of the contract will be made by the PBA, the Board of Supervisors and the Township Manager in consultation with the Chief of Police. If no resolution can be reached the matter shall be resolved under the grievance procedures as outlined in Article XXIII. Items discussed that are not part of the Agreement are not subject to the Grievance Procedure. These meetings may be scheduled on a semi-annual basis at the request of the President of the PBA at a time mutually agreeable to all parties, but not during an Officer's regularly scheduled shift.

4. Posting Location of Notification of Changes: The Township Manager or designee will post a copy of all minutes and any other matters that may pertain to changes of wages, hours and conditions of employment or benefits on a designated bulletin board in the Police Department squad room, or they may be forwarded electronically to a designated representative of the PBA Bargaining Unit.

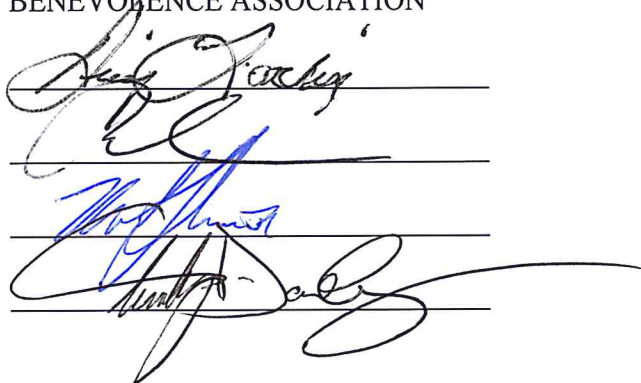
Article XXIX. Management Rights

1. The Union recognizes the exclusive rights of the Township to determine the operating policies and to manage the Township in light of its experience, business judgment, and changing conditions.
2. Except where expressly stated otherwise by a specific provision of this Agreement, the Township retains the sole and exclusive right to hire, promote, transfer, assign and otherwise direct Police Officers; to discipline, suspend or discharge Officers for just cause; to evaluate and determine the qualifications of and selection of Officers for promotion, to determine the number of hours of work; to establish reasonable rules, regulations and policies; to determine the way in which Township services shall be provided; to organize, discontinue, enlarge or reduce a job or function; and the right to carry out the ordinary and customary functions of management in the sole and exclusive judgment of the Township.

The above rights of the Township are not all-inclusive, but rather examples of the types of matters and rights which belong to and are inherent to the Township.

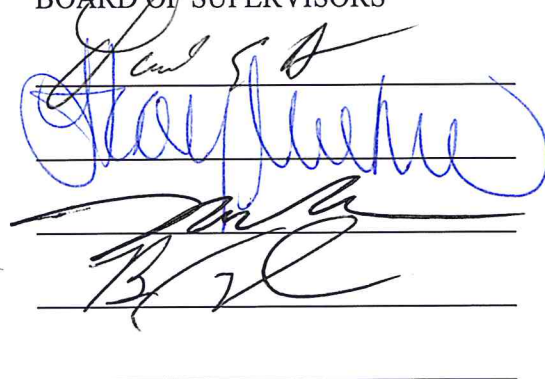
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereunto set their hands and seals the day and year first above written.

PLUMSTEAD TOWNSHIP POLICE
BENEVOLENCE ASSOCIATION



Three signatures are written in blue ink over three horizontal lines. The first signature is a cursive 'John J. ...'. The second is a cursive 'Michael ...'. The third is a large, stylized signature.

PLUMSTEAD TOWNSHIP
BOARD OF SUPERVISORS



Three signatures are written in blue ink over three horizontal lines. The first is a cursive 'David ...'. The second is a cursive 'Ray ...'. The third is a cursive 'B. ...'.

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ORDINANCE NO. 2007-05

AN ORDINANCE OF PLUMSTEAD TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA, AMENDING ITS CODE OF ORDINANCES, CHAPTER 1, PART 6A, ESTABLISHING A POLICE PENSION PLAN PURSUANT TO THE POLICE PENSION FUND ACT, 53 P.S. 767 ET SEQ. ("ACT 600") FOR THE BENEFIT OF ALL FULL-TIME POLICE OFFICERS EMPLOYED BY THE PLUMSTEAD TOWNSHIP POLICE DEPARTMENT

BACKGROUND

WHEREAS, Plumstead Township, Bucks County, Pennsylvania, elected to join the Pennsylvania Municipal Retirement System effective January 1, 1993 in order to provide a police pension plan for its police employees; and

WHEREAS, Plumstead Township, by Ordinance No. 2005-08, declared its intent to withdraw its police pension plan from the Pennsylvania Municipal Retirement System, and to provide for an Act 600 police pension plan; and

WHEREAS, Plumstead Township, in consultation with the police Collective Bargaining Unit, has agreed to create a police pension plan in accordance with the Police Pension Fund Act, 53 P.S. 767, *et seq.* ("*Act 600*").

NOW, THEREFORE, the Board of Supervisors of Plumstead Township hereby *ORDAINS* and *ENACTS* the following Ordinance:

SECTION 1-601. **Creation of Police Pension Fund; Transfer of Assets; Definitions of Policeman.**

1. Creation of Police Pension Fund. Pursuant to the authority granted to *PLUMSTEAD TOWNSHIP* (hereinafter the "*the Township*") by the Police Pension Fund Act, Act of May 25, 1956, P.L. (1955) 1804, as amended, 53 P.S. § 767 et seq., ("*Act 600*"), there is hereby established the *PLUMSTEAD TOWNSHIP POLICE PENSION FUND* ("*Township Police Pension Fund*" or "*the Fund*") for the benefit of all full-time police officers employed by the Plumstead Township Police Department.
2. Definition of "Policeman". As used in this Plan, the term "policeman" or "police officer" means a regular, full-time, paid policeman who was appointed by the Plumstead Township Board of Supervisors to serve as a policeman in the Township Police Department. The word includes such a policeman who has completed at least six (6) months of service, regardless of whether the individual has completed his or her probationary period. Although the word "policeman" and other words of masculine

gender are used in this Plan, the masculine gender is used only for convenience and brevity, and the masculine gender is intended to include the feminine gender.

SECTION 1-602. **Funding of Police Pension Fund; Administration, Investment, Management and Distribution of the Fund.**

1. Compliance with Act 600. The Police Pension Fund shall be funded in accordance with the provisions of Act 600 subject to the provisions of Section 1-609(2) and except where indicated herein to ensure no diminution of benefits.

2. Segregation of Plan Assets. The assets which comprise the Police Pension Fund shall be kept separate and apart from other assets and funds of the Township; and any proper payment or distribution from the Police Pension Fund shall not be a charge on any other asset or fund of the Township.

The assets which comprise the Police Pension fund shall be deemed to be assets which are held by the Township in trust for administration, investment, management and distribution as directed by the Board of Supervisors in accordance with, and subject to, the provisions of Act 600, as well as all other applicable Pennsylvania laws.

3. Employment of Actuary & Auditor. The Township shall employ an Actuary to render the services to be provided by an Actuary under the provisions of Act 600. Likewise, the Township may employ an independent auditor.

4. Investments. The assets of the Police Pension Fund shall be invested in such investments as are authorized by Act 600.

5. Authority to Administer Plan. Although the Township may delegate to others the authority to administer, invest, manage or distribute the assets of the Police Pension Fund, the responsibility for the funding, solvency, administration, investment, management, and actuarial soundness of the Police Pension Fund in all its aspects cannot be delegated; and that responsibility shall always remain with the Township and its governing body. The Township's authority with respect to the Fund shall include the ability to receive gifts, grants, devises or bequests to the Fund or any money, real or personal property or mixed.

6. Additional Audits. In addition to any audit of the Police Pension Fund which is made by the Pennsylvania Department of the Auditor General, the independent auditor appointed by the Township under Section 602.3. of this Part to audit the accounts and records of the Police Pension Fund, shall perform an audit at the same time and in the same manner as he audits the other accounts and records of the Township.

7. Plan Expenses. Except as prohibited by the Pennsylvania "Municipal Pension Plan Funding Standard and Recovery Act" ("Act 205"), Act of December 18, 1984, P.L. 1005, as amended, 53 P.S. § 895.101 et seq., or by a regulation, directive, opinion, or the like issued by the Pennsylvania Department of the Auditor General, the costs, charges, fees, and other expenses of administering, managing and distributing the assets of the Police

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Pension Fund (including the charges or fees of the Actuary and the independent auditor appointed pursuant to Section 1-602.3. of this Part, a trustee or fiduciary custodian, an investment advisor, or the like) shall be paid from the Fund.

8. Public Records. The accounts, records and audit reports of the Fund shall be public records within the meaning and scope of the Pennsylvania "Open Records Act."

SECTION 1-603. Policemen to Join Police Pension Fund; Contributions by Policemen to the Fund.

1. Participation in Fund. Every policeman shall be a participant in the Fund. A policeman shall join the Fund by signing and filing with the Township Secretary an agreement in a form prescribed by the Township and containing not less than the following provisions: (a) a statement by the policeman that he joins the Fund; (b) a statement by the policeman that he agrees to be bound by the provisions of all statutes, laws, ordinances, resolutions, rules and regulations pertaining to the Fund; (c) a statement by the policeman that he authorizes the Township to deduct from his "total gross monthly compensation," as that term is defined in Section 1-603.2. below, and to deposit in the Fund, the amount which he is required to pay into the Fund as his contribution; and (d) a designation of beneficiary provision by which the policeman names, but reserves the right to revoke, the primary and contingent beneficiaries who, in the event of his death, are to receive any payment in refund of his contributions pursuant to Section 6.
2. Amount of Contribution. Every policeman shall pay into the Fund a monthly contribution equal to not more than five percent (5%) of his total gross monthly compensation. The Board of Supervisors may, on an annual basis, by ordinance or resolution, reduce or eliminate payments into the fund by policemen in accordance with the terms of the collective bargaining agreement, including any interpretation thereof, applicable to members of the plan. Reduction or elimination of member contributions shall not permit the return of contributions or any interest or fund earnings to be made to members while actively employed as a Township police officer.
3. Record of Contribution. The Township shall maintain a record for each policeman which shall show the date on which each contribution of the policeman under Section 1-603.2. was deposited into the Pension Fund and the amount of that contribution.

SECTION 1-604. Retirement Pension Payable from the Police Pension Fund; Calculation.

1. Pension Benefits.
 - A. Normal Retirement. For officers hired on or after January 1, 2006, a policeman may retire from the Police Department with a monthly retirement pension benefit upon completing twenty-five (25) years of total consecutive service in the Police Department and attaining the age fifty (50). Both the service and age requirements must be met in order to receive normal retirement pension benefits. Notwithstanding the forgoing, a police officer before January 1, 2006, and in

accordance with Section 1-609(2), eligibility for a superannuation retirement shall occur upon the members attainment of fifty nine (59) years of age or older and completion of at least twelve (12) years of credited service based upon the number of years of service time two percent (2%) times final average salary. For officers hired before January 1, 1984, and in accordance with Section 1-609(2), eligibility for a superannuation retirement shall occur upon the members attainment of fifty nine (59) years of age or older and completion of at least eleven (11) years of credited service based upon the number of years of service time two percent (2%) times final average salary. Provided, however, that in no event shall the basic benefit exceed fifty percent (50%) of the member's final average salary.

- B. Credit for Intervening Military Service. In order to satisfy the service requirement contained in Subsection (a) of this Section, any Township policeman who has been a regularly appointed Township police officer for a period of at least six (6) months and who thereafter shall enter into the military service of the United States, shall have credited to his employment record for pension or retirement benefits all of the time spent by him in such military service, if such person returns or has heretofore returned to his employment within six (6) months after his separation from the service.
- C. Vesting. If a policeman, before meeting both the service and age requirements prescribed by Subsection A. above, but after having completed twelve (12) years or more of total consecutive service in the Township Police Department, ceases for any reason to be employed as a policeman in the Township Police Department, he shall be entitled to vest his monthly retirement pension benefit by filing with the Township Secretary (within 90 days after the date on which the policeman ceased to be employed as a policeman) a written notice that his monthly retirement pension benefit is to be deemed to have vested. Upon reaching the date when both the service and age requirements prescribed by Subsection A. above would have been met if he had continued to be employed as a policeman, he shall receive a partial monthly retirement pension benefit determined as: fifty percent (50%) of the "average monthly salary," as that term is utilized in 1-604.2. that he was paid during the last thirty-six (36) months of his service in the Police Department prior to his cessation of employment multiplied by a fraction (i) the numerator of which shall be the number of consecutive years he served in the Police Department prior to his cessation of employment, and (ii) the denominator of which shall be the number of consecutive years he served in the Police Department prior to his cessation of employment plus the number of years remaining to the date when both the service and age requirements prescribed by Subsection A. would have been met if he had continued to be employed as a policeman. In no event shall the numerator of the fraction be less than twelve (12) years, nor shall the denominator of the fraction be less than twenty-five (25) years. A policeman who elects to vest his pension shall not be eligible to receive a normal retirement benefit or a refund of contributions.

For officers hired prior to January 1, 2006, the vested benefit shall be based on two percent (2%) of the member's final average salary multiplied by the years of credited service. Provided, however, that in no event shall the vested benefit exceed fifty percent (50%) of the member's final average salary.

2. Calculation of Benefit. The monthly retirement pension benefit for a Policeman retiring under Section 4 shall be determined as: Fifty percent (50%) of the average monthly salary which he was paid during his last thirty-six (36) months of service in the Police Department, subject to the fraction, if applicable, described under Section 4.1.C. (Vesting). The monthly benefit for officers hired prior to January 1, 2006, shall be based on two percent (2%) of the member's final average salary multiplied by all the years of credited service. Provided, however, that in no event shall the basic benefit exceed fifty percent (50%) of the member's final average salary.

For the purposes of computing the average monthly salary under this Section and 1-605.2. (Disability Retirement), the term "salary" shall mean and include the following: regular base pay or base salary, longevity salary, overtime pay for overtime worked in the line of duty, holiday shift pay, call-back pay, and court appearance pay for a court appearance in the line of duty but while off duty, and education pay. However, one-time lump-sum payments for accrued but unused leave time, such as remuneration for unused vacation days or sick time, shall not be counted as "salary" and shall not be used in making the computation, nor shall any member contributions required under Section 603.2., above, be withheld from such sums.

3. Survivor Benefits. For all officers hired after January 1, 2006, and for those officers hired prior to January 1, 2006, who have not selected an optional benefit, upon the death of a policeman who is receiving retirement benefits or who is eligible to receive retirement benefits, including a disability pension benefit under Section 5 herein the surviving spouse shall be entitled, during his or her lifetime, to receive a survivor benefit equal to fifty percent (50%) of the pension the policeman was receiving or would have been receiving at the time of the policeman's death. If there is no surviving spouse or if the surviving spouse subsequently dies, then the child or children of the policeman shall be entitled to receive a survivor's benefit equal to fifty percent (50%) of the pension which the policeman was receiving or would have been receiving had the policeman retired at the time of death. Such survivor's benefit to the child or children shall continue until the child or children reach the age of eighteen (18), or until age twenty-three (23), if the child is "attending college."

For purposes of this Section, the phrase "attending college" shall mean being enrolled in an institution of higher learning and carrying a minimum course load of seven (7) credits per semester.

This section shall not be applicable to any officer hired prior to January 1, 2006, who has elected to receive an optional benefit in accordance with Section 1-604(7) herein.

4. Killed in Service. In the case of an officer who is killed in the performance of police duties with the Township, the surviving spouse of the officer shall receive a benefit of one hundred percent (100%) of the officer's salary at the time of his or her death until the surviving spouse dies. If there is no surviving spouse or if the surviving spouse subsequently dies, then the child or children of the officer shall be entitled to receive a survivor's benefit equal to one hundred percent (100%) of the officer's salary at the time of his or her death. Such survivor's benefit to the child or children shall continue until the child or children reach the age of eighteen (18), or until age twenty-three (23), if the child is "attending college." At the time at which any surviving spouse has died and any dependent children have reached age eighteen (18), or age twenty-three (23), if the child is attending college, the survivor benefit shall terminate.

For purposes of this Section, the phrase "attending college" shall mean being enrolled in an institution of higher learning and carrying a minimum course load of seven (7) credits per semester.

5. Length of Service Increment. In addition to the basic benefit allowance set forth in Section 1-604(2), those members who have more than twenty-five (25) years of credited service time upon retirement shall receive an additional service increment of Twenty-Five Dollars (\$25.00) per month.
6. Social Security Offset. There shall be no offset for any social security payments received by a policeman receiving pension benefits pursuant to this Plan, except as required pursuant to Section 1-605 (Disability Pension).
7. Optional Retirement. No optional form of retirement pension benefit shall be available for any officer hired after January 1, 2006. For those officers hired prior to January 1, 2006, the following shall apply:
- (a) A member who has involuntarily terminated after eight (8) years of credited service or who has separated voluntarily after twenty-four (24) years of credited service may retire early. Benefits shall be actuarially reduced for each year or partial year thereof that early retirement takes place prior to the applicable retirement age.
 - (b) At the time a member elects to receive retirement benefits, the benefit may be payable throughout the member's life, in which case the benefit is known as a single life annuity. The member may alternately elect at the time of retirement to receive the actuarial equivalent value of such an annuity in accordance with the following options. Selection of any such option by a member hired prior to January 1, 2006, shall control, and any survivorship benefits other than the option chosen shall not be operable:
 - 1. If the member dies before receiving in payments the present value of the retirement allowance as it was at the time of retirement, the balance, if less than five thousand dollars (\$5,000) shall be paid in a lump sum to the

designated beneficiary if living, or if the named beneficiary predeceases the member or if no beneficiary is named the to the member's estate. If the balance is five thousand dollars (\$5,000) or more, the beneficiary may elect, by application to the Township, to receive payment of such balance in accordance with the following provisions:

- (i) in a lump sum payment; or
 - (ii) in an annuity having a present value equal to the balance payable; or
 - (iii) in a lump sum payment and annuity. Such annuity shall be of equivalent actuarial value to the balance payable less the amount of the lump sum payment specified by the beneficiary.
2. Upon the annuitant's death, the retirement allowances shall be continued through the life of and paid to the survivor annuitant, if then living.
 3. Upon the annuitant's death, one half of the retirement allowance shall be continued throughout the life of and paid to the surviving annuitant, if then living.

SECTION 1-605. Disability Pension.

1. Eligibility. A policeman who is injured in the line of duty with the Police Department and who then becomes, in the opinion of a physician selected by the Township, so disabled as a result of that injury as to be incapable of continuing to perform his normal police duties permanently, shall be honorably discharged from the Police Department with a monthly disability pension benefit.
2. Calculation of Monthly Benefit. The monthly disability pension benefit for a permanently disabled policeman shall be determined as: fifty percent (50%) of the police officer's salary at the time of permanent disability. Any police officer who receives benefits for the same injuries under the Social Security Act, 42 U.S.C. §§ 301, *et. seq.* shall have his benefits offset or reduced by the amount of such benefits.
3. Payment of Benefit. The monthly disability pension benefit determined pursuant to Section 1-605(2) shall be paid monthly in advance to the disabled policeman during his lifetime. No optional form of disability pension shall be available to officers hired after January 1, 2006. A policeman who receives a disability pension shall not be eligible to receive a retirement pension or a refund of contributions.

SECTION 1-606. Refund of a Policeman's Contributions.

1. Amount of Refund. If a policeman ceases to be a member of the Police Department and is ineligible for any reason, including a non-service related death prior to rendering twelve (12) years of service, to receive a retirement pension under Section 1-604 or a disability pension under Section 1-605 of the Plan, the policeman shall be entitled to receive a refund of contributions which the policeman made to the Police Pension Fund,

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together with any interest earned on such contributions. The amount of the refund to which the former policeman is entitled under this Section shall be paid from the Fund within thirty (30) days after the policeman ceased to be a member of the department.

2. Payment of Refund. Except in the case where the policeman ceased to be a member of the Police Department because of his death, the payment from the Fund shall be made directly to the former policeman. In the case where the policeman ceased to be a member of the Police Department because of his death, the payment from the Fund shall be made to the primary or contingent beneficiaries named by him in the agreement referred to in Section 1-603.1. or, in the absence of any such beneficiaries, to his estate.
3. No Refunds for Normal, Vested or Disability Retirement. No payment in refund of a policeman's contributions shall be made under this Section to a retiring policeman who is to receive a normal or vested retirement pension under Section 1-604 or disability pension under Section 1-605.

SECTION 1-607. Appeal to the Board.

1. Right of Appeal. A policeman or a beneficiary who alleges that an official, officer, employee, agent or representative of the Township has made a requirement, order or decision which incorrectly interprets, administers, applies or enforces a provision of this Plan or a provision of Act 600 shall have the right to appeal the matter to the Board of Supervisors or its designee for a decision and shall have the right to have the Board of Supervisors, or its designee, hear the appeal pursuant to the provisions of the Pennsylvania "Local Agency Law," 2 Pa. C.S. § 101 et seq.

SECTION 1-608. Pension Board.

1. Composition of Board. Township shall form a Police Pension Fund Board to be comprised of one (1) representative from the Police Benevolent Association who is a police employee and also a resident of Plumstead Township, a representative from the Board of Supervisors, the Township Manager, and two (2) residents of Plumstead Township chosen by the Board of Supervisors, knowledgeable in the funding and operation of pension plans. In the absence of a Township Manager, this position shall remain vacant.

SECTION 1-609. Amendment or Repeal of Section Based Upon Statutory Amendment.

1. General. To the extent that a provision of this Plan is the same as or consistent with a provision of Act 600 and was mandated by the Act, it shall be subject to amendment or repeal by the Board in order to comply with amendments or repeals of provisions of Act 600. In addition, a provision of this Plan may be amended or repealed by the Board if statutory authority is granted therefor or if restrictions or mandates imposed by Act 600 are removed or alleviated.
2. Rights of Retirees. Despite anything implied to the contrary in and pursuant to Section 8 of Act 600, 53 P.S. § 774, a change in an eligibility requirement, or a change in the

method of determining a benefit under Section 1-604 or Section 1-605 of this Part, shall not in any way diminish the rights which a policeman serving in the Police Department prior to the effective date of the change expected to have under the requirement or, expected to have in the benefit, or increase the benefit rights of retirees.

SECTION 1-610. Inalienability of Benefits.

1. General. To the fullest extent permitted by law, the interest of any policeman or beneficiary in the Police Pension Fund or in any benefit payable therefrom shall not be in subject to anticipation, alienation, transfer, assignment or pledge; shall not be subject to any debts or obligations of a policeman or beneficiary; shall not be subject to bank attachment, garnishment or other legal process.

SECTION 1-611. Deferred Retirement Option Plan.

1. Definitions.

Beneficiary – the individual identified by a Police Officer to receive the contents of an officer's DROP account in the event of the death of an officer during period in which the officer is participating in the DROP, but before the officer separates from employment.

DROP – Deferred Retirement Option Plan.

DROP Account – Separate account created to accept DROP participants' monthly pension check while a DROP participant.

"Fund" or "Plan" – the Police Pension Plan For Plumstead Township.

Police Officers – Police Officers of Plumstead Township.

2. Eligibility. As of the Effective Date of this Ordinance, Police Officers who have not retired prior to the implementation of the DROP program, may enter into DROP on the first day of any month following completion of twenty-five (25) years of credited service and attaining the age of fifty (50).
3. Written Election. A Police Officer electing to participate in the DROP must complete and file with the Township Manager a "drop option form" prepared by the Township which shall evidence the member's participation in the DROP. The form must be signed by the member and notarized and submitted to the Township prior to the date on which the member wishes the DROP option to be effective. The DROP option notice shall include an irrevocable notice to the Township, by the member, that the member shall resign from employment with the Plumstead Township Police Department effective on a specific date (the "Resignation Date"). In no event shall the Resignation Date be shorter than twelve (12) months or longer than sixty (60) months from the execution of the DROP option form. An officer shall cease to work as a Police Officer on the officer's Resignation Date, unless the Township terminates or honorably discharges the officer prior to the Resignation Date.

In addition, all retirement documents required by the Police Pension Plan Administrator must be filed and presented to the Township for approval of retirement and payment of pension. Once a retirement application has been approved by the Township, it is irrevocable.

4. Pension Contributions. A Police Officer shall not be required to make any contributions to the Fund during his/her DROP Period.
5. Limitation on Pension Accrual. After the effective date of the DROP option, the Police Officer shall no longer earn or accrue additional years of continuous service for pension purposes.
6. Benefit Calculation. For all retirement Fund purposes, continuous service of a Police Officer participating in the DROP shall remain as it existed on the effective date of commencement of participation in the DROP. Service thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Police Pension Plan of Plumstead Township. The average monthly compensation of the Police Officer for pension calculation purposes shall remain, as it existed on the effective date of commencement of participation in the DROP. Earnings or increases in earnings thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Pension Plan.
7. Payments to the DROP Account. The monthly retirement benefits that would have been payable had the Police Officer elected to cease employment and receive a normal retirement benefit, shall, upon the Police Officer commencing participation in DROP, be paid into the separate account established to receive the participant's monthly pension payments. This account shall be designated the DROP account. An individual Officer's DROP Account shall be a self-directed investment vehicle with the Officer having exclusive control over the investment of his or her DROP account monies. The Township accepts no responsibility and makes no guarantee for the performance of any investments made by the officer, nor shall the Township guarantee or be required to guarantee that an Officer's DROP account generate a specific amount of earnings or income or any earnings or income at all. Any investment losses occurring in a Officer's DROP account shall be solely the responsibility of the Officer and the Township assumes no liability or responsibility for the same. Likewise, the Township's establishment of a DROP shall not be construed to endorse any retirement vehicle, investment manager, nor shall the DROP be construed as providing tax advice or other information to retirees. By entering into the DROP, each participating officer holds the Township harmless for any tax, financial or other consequences of the DROP program or the officer's participation therein.
8. Accrual of Non-Pension Benefits. After a Police Officer elects to participate in the DROP program, all other contractual benefits shall continue to accrue with the exception of those provisions relating to the Police Pension Plan.

9. Payout. Upon the resignation date set forth in the Police Officer's drop option notice or such date as the Township separates the member from employment, the retirement benefits payable to the Police Officer or the Police Officer's designated beneficiary, if applicable, shall be paid to the Police Officer or beneficiary and shall no longer be paid to the Police Officer's deferred retirement option account. Within thirty (30) days following termination of a Police Officer's employment pursuant to their participating in the DROP program, the balance in the Police Officer's DROP account shall be paid to the Police Officer in a single lump sum payment or at the Police Officer's option, in any manner permitted by law. By participating in the DROP, each officer agrees to hold the Township harmless for any tax or other consequences flowing from the officer's disposition of the payout under this Section.
10. Disability During DROP. If a Police Officer becomes temporarily incapacitated during his participation in DROP, that Police Officer shall continue to participate in the DROP program as if fully employed. The Police Officer shall receive disability pay in the same amount as disabled Police Officers that are not participating in DROP. In no event shall a Police Officer on temporary disability have the ability to draw from his DROP account. However, notwithstanding any other provision in this paragraph, if a Police Officer is disabled and has not returned to work as of his required Resignation Date then such resignation shall take precedence over all other provisions herein and said officer shall be required to resign. If a Police Officer becomes permanently disabled during the DROP period, the officer shall be honorably discharged from employment, on the date that the Police Officer may obtain the contents of his DROP account and, thereafter, commence receiving his normal pension benefit.
11. Death. If a DROP participant dies before the DROP account balances are paid, the participant members' designated beneficiary shall have the same rights as the Police Officer to withdraw the account balance.
12. Forfeiture of Benefits. Notwithstanding a Police Officer's participation in the DROP Plan, a Police Officer who is convicted or pleads guilty to engaging in criminal misconduct which constitutes a "crime related to public office or public employment," as that phrase is defined in Pennsylvania's Pension Forfeiture Act, 43 P.S. §§ 1311-1314 and interpreted thereunder, shall forfeit his right to receive a pension, including any amounts currently deposited in the DROP Account. In such a case, the Police Officer shall only be entitled to receive the contributions, if any, made by the Police Officer to the Fund, without interest.
13. Amendment. Any amendments to the DROP Ordinance shall be consistent with the provisions covering deferred retirement option plans set forth in any applicable collective bargaining agreement and shall be binding upon all future DROP participants and upon all DROP participants who have balances in their deferred retirement option accounts. The DROP Plan may only be amended by a written instrument, not by any oral agreement or past practice.

14. Effect of Provisions. A Police Officer's election to participate in the DROP program shall in no way be construed as a limitation on the Township's right to suspend or to terminate a Police Officer for just cause or to grant the Police Officer an honorable discharge based upon a physical or mental inability to perform his or her duties.
15. Change in Law. In the event that the DROP provision is declared invalid or illegal by a court of competent jurisdiction or through an administrative determination of the Office of the Auditor General, the Police Officers shall have the right to bargain in accordance with Act 111 over deletion of this benefit. It is expressly understood that any such bargaining shall not involve bargaining over a replacement provision.

SECTION 1-611. Repealer.

All ordinance or parts of ordinances which are inconsistent herewith are hereby repealed. Specifically, Chapter 1, Part 6A, Sections 1-601 through 1-606, are specifically repealed.

SECTION 1-612. Severability.

The provisions of this Ordinance shall be severable and if any of its provisions shall be held to be unconstitutional or illegal, the validity of any of the remaining provisions of the Ordinance shall not be affected thereby. It is hereby expressly declared as the intent of the Township that this Resolution would have been adopted had such unconstitutional or illegal provision or provisions not been included herein.

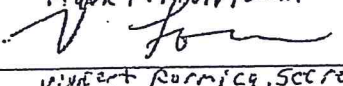
SECTION 1-613. Effective Date.

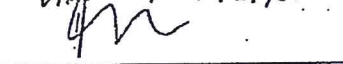
This Ordinance shall become effective five (5) days after final enactment.

ENACTED and ORDAINED this 1st day of August, A.D., 2007.

PLUMSTEAD TOWNSHIP
BOARD OF SUPERVISORS


Frank P. Rupp, Chair


Vincent Rummico, Secretary


Housley, member

Delaware Valley Health Insurance Trust

Plumstead Township

Effective April 1, 2008
 DIVERSITY POS II \$10 primary, \$20 specialist, \$100 ER, 70% out of network with a \$5 generic/\$10 brand/\$25 non-formulary pharmacy benefit (NO REFERRALS)

Benefit	Individual	Uninsured
Primary Care Physician	\$10 copay	70% after deductible
Specialist Office Visit	\$20 copay	70% after deductible
Routine OB-GYN exam/Pap	\$10 copay	70%, No deductible
Pediatric immunizations	Office visits subject to copay	70%, No deductible
Mammography (age 40 and over)	100%, no copay	70%, after deductible
Chiropractic Care	\$20 copay. Up to 20 visits per cal. yr. Combined in and out of network.	70%, after deductible
Outpatient surgery	100%, no copay	70%, after deductible
Hospitalization Copay	100%, no copay	70%, after deductible
Outpatient x-ray/radiology	Routine radiology/diagnostic \$20 copay. MR/MRA, CT/CTA Scan, PET Scan \$40 copay.	70%, after deductible
Outpatient lab/pathology	100%, no copay	70%, after deductible
Chemoradiation/diagnosis	100%, no copay	70%, after deductible
Emergency Room Copay	\$100 copay. Waived if admitted. \$10 copay for initial visit only, then 100% no copay.	\$100 copay. Waived if admitted. 70%, after deductible
Maternity	\$20 copay	70%, after deductible
Physical/Occupational Therapy	\$20 copay	70%, after deductible
Speech Therapy	100%, no copay	70%, after deductible
Hospital/Home Health	100%, no copay	70%, after deductible
Skilled Nursing Facility	100%, no copay. 120 days per cal. yr.	70%, after deductible
Outpatient private duty nursing	90% (360 hours per cal. yr.)	70%, after deductible
Mental Health Services	Inpatient services 100%, no copay; up to 30 days per cal. yr. Outpatient \$20 copay, up to 60 visits per cal. yr.	Inpatient 70%, after deductible. Up to 30 days per cal. yr. Outpatient 50%, after deductible. Up to 60 visits per cal. yr.
Substance Abuse	Inpatient services 100%, no copay, up to 30 days per cal. yr., 90 day lifetime maximum. Outpatient \$20 copay, up to 60 visits per cal. yr., 120 visits per lifetime. Detoxification 100%, no copay, up to 7 days per admission, 4 admissions per lifetime.	Inpatient 70%, after deductible, up to 30 days per cal. yr. Outpatient 70%, after deductible, up to 60 visits per cal. yr. Detoxification 70%, after deductible, 7 days per admission, 4 admissions per lifetime.
Durable Medical Equipment	100%, no copay	50%, after deductible. \$2,500 benefit maximum per cal. yr.
Prosthetics	100%, no copay	50%, after deductible
Bi-Annual Vision Exam Benefit	\$20 copay. Once every 24 months	70%, after deductible
Lens Reimbursement	\$150 every 24 months	\$150 every 24 months
Prescription Drug Copay	\$5 generic / \$10 brand / \$25 non-formulary. Up to a 30 day supply. \$10 generic/\$20 brand/\$50 non-formulary. Up to a 90 day supply.	70%, after deductible
Mail order copay	Covered	Not covered
Oral contraceptives and injectables	6 pills per month	70%, after deductible
Performance rider	None	70%, after deductible
Deductible	None	\$500 single / \$1,500 family
Out of Pocket Maximum	\$1,000 single/\$2,000 family	\$3,000 single / \$9,000 family
Annual copay maximum	Unlimited	Does not apply
Lifetime Maximum		\$1,000,000

100

100

100

100

100

Delaware Valley Health Insurance Trust	
Plumstead Township	
Value-Added Benefits	
<i>Effective April 1, 2008</i>	Proposed DVHIT Choice POS II \$10 primary, \$20 specialist, \$100 ER, 70% out of network with a \$5 generic/\$10 brand/\$25 non-formulary pharmacy benefit (NO REFERRALS)
<i>Health Club Membership Reimbursement</i>	\$250 employee/\$250 spouse. 100 visits per rolling calendar yr. This is a benefit through the Trust office. An employee Assistance Program offered through Human Management Services. This is a confidential, integrated counseling and referral service available to employees and eligible dependents.
<i>Employee Assistance Program</i>	An innovative program designed to help employees and their families navigate the healthcare system. A Personal Health Advocate will assist with how to find the best doctors, getting help for elderly parents, obtain unbiased health information, and help with scheduling timely appointments.
<i>Health Advocate</i>	A voluntary, incentive paid, program sponsored by the Trust that focuses on 5 high risk areas - high cholesterol, diabetes, hypertension, weight management, and smoking cessation.
<i>Member Wellness Program</i>	

Plan designs subject to review by Aetna's Standards Management Unit

Please note - DVHIT's Choice POS II is a PPO which does not require referrals to a specialist. Choice POS II is administered using Aetna's PPO platform and uses the PPO network. Choice POS II ID cards include the phrase "Choice POS II". While there are no changes in benefit levels there may be slight differences in the administration of the benefits.