

COLLECTIVE BARGAINING AGREEMENT

By and between

THE BOARD OF SUPERVISORS, TOWNSHIP OF WARMINSTER

and the

WARMINSTER TOWNSHIP POLICE BENEVOLENT ASSOCIATION

TERM:

FEBRUARY 01, 2015 – JANUARY 31, 2020



**WARMINSTER TOWNSHIP
COLLECTIVE BARGAINING AGREEMENT
POLICE EMPLOYEES
2015 THROUGH 2020**

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TOWNSHIP OF WARMINSTER

COLLECTIVE BARGAINING AGREEMENT

**AN AGREEMENT REACHED BY NEGOTIATION BY AND BETWEEN
THE BOARD OF SUPERVISORS, TOWNSHIP OF WARMINSTER, AND
THE WARMINSTER TOWNSHIP POLICE BENEVOLENT ASSOCIATION,
THE REPRESENTATIVE AGENT FOR THE POLICE EMPLOYEES,
FOR THE PERIOD FEBRUARY 1, 2015 THROUGH JANUARY 31, 2020.**

THIS AGREEMENT, made by and between the TOWNSHIP OF WARMINSTER, BOARD OF SUPERVISORS, 401 Gibson Avenue, Warminster, County of Bucks, Commonwealth of Pennsylvania, 18974, hereinafter referred to as the "Township" of the one part, and the WARMINSTER POLICE BENEVOLENT ASSOCIATION, of P.O. Box 2331, Warminster, County of Bucks, Commonwealth of Pennsylvania, 18974, hereinafter referred to as the "WPBA", the representative bargaining agent for the Police Employees of the Township of Warminster, of the other part.

WITNESSETH:

WHEREAS, the parties hereto have negotiated a collective bargaining agreement, the Terms and provisions of which are contained within this document; and

WHEREAS, the Police Employees of Warminster Township, except those in managerial position consisting of the rank of Chief of Police and of Lieutenant, have authorized and selected the Warminster Township Police Benevolent Association ("WPBA") to be their representative agent for collecting bargaining purposes; and

WHEREAS, the parties have established a framework and structure so as to resolve questions, issues, disputes or controversies that may arise out of their employment relationship as well as the terms and provisions hereof, or of the matter of wages, benefits and working conditions that form a part hereof.

NOW THEREFORE, in consideration of the mutual covenants, promises and undertakings of the parties hereto, and further, the parties intending to be legally bound hereby under and pursuant to the authorization of the Uniform Written Obligations Act, Act of May 13, 1927, P.L. 985, No. 475, §§ 1-3, 33 P.S. §§ 6-8, and pursuant to the enabling provisions of Act of June 24, 1968, P.L. 237, No. 111, § 1, *et seq.*, 43 PA C.S.A. §217.1, *et seq.*, do covenant and agree as follows:

ARTICLE 1. TERM

This Agreement shall be effective February 1, 2015 through January 31, 2020.

ARTICLE 2. DEFINITIONS

The following terms and phrases shall be defined to be as follows:

- (A) "Age" shall mean the number of chronological years attained by the Police Employee at his or her last birthdate.
- (B) "Anniversary Date" shall mean the January 1 in the calendar year of the commencement of the Police Employee's employment as a Police Officer for the Township except for Probationary Police Officers.
- (C) "Child" shall include all natural born children, acknowledged at law, of the Police Employee, as well as adopted and dependent step-children, who reside in the same household as the Police Employee.
- (D) (i) "Court" shall mean any Court of Common Pleas, Federal District Court, any Administrative Agency hearing or Commonwealth Agency hearing.

(ii) "District Justice Court" shall be defined to mean any magisterial or justice of the peace level hearing, referred to generally as the "Minor Judiciary" established under and pursuant to §102, Judicial Code, 42 PA C.S.A. §102; i.e. a hearing before a Court not of record.
- (E) "Disability" shall be defined to mean any condition, including any service connected condition, disease, impairment or injury, as well as any non-service related disease, condition, injury or impairment that either physically or mentally impedes or prevents the Police Employee from performing the duties and functions of a Police Officer or which may qualify the Police Employee for a disability pension under the Federal Social Security Administration Program [Title II] or its successor program. However, should either the Police Employee fail to apply for such disability benefits, or if for any reason a determination of eligibility for Federal Social Security Pension or Disability Benefits is not made, the determination as to whether the Police Employee is permanently disabled will then be made by the Supervisors with competent medical evidence or opinion based upon a reasonable degree of medical certainty, under and pursuant to the Police Tenure Act, 53 PA C.S.A. §812, Subsection (1).

The determination of the Supervisors once made that the Police Employee either is or is not permanently disabled may be reviewed and reconsidered by the Supervisors at any time with the understanding that a previous rejection of disability status shall not be evidence in a subsequent proceeding that the Police Employee is not permanently disabled. The Police Employee who does qualify under the terms hereof as being permanently disabled by reason of a service related injury or condition will then be placed on "Retired Status" and thereby will be eligible to receive a disability pension.

Should the Social Security Administration find no permanent or total disability exists, the Supervisors can regardless determine with competent medical evidence or opinion based upon a reasonable degree of medical certainty, that a Police Employee is qualified to receive a service

related disability pension if he or she is unable to perform, or, is incapable of performing the functions and duties of a Police Officer.

In the event that the Board of Supervisors should seek to review and reconsider the eligibility of someone who has been "retired" because of a finding either of "Total Disability" or of "Permanent Disability," the Board of Supervisors must be presented with clear and convincing evidence that the Disabled Police Employee is fully recovered and able to perform the functions and duties of a Police Officer.

- (F) "*Final Average Monthly Compensation*" shall mean the sum of the Police Employee's total earnings, compensation and wages which is earned and payable in the Police Employee's final thirty-six (36) months of service, divided by thirty-six (36). Compensation includes the Police Employee's base wage pay salary, overtime pay, vacation pay, longevity increment pay, shift differential, holiday pay, sick pay, incentive pay, court time, on-call pay, educational incremental pay and any other direct monetary compensation, excluding however, reimbursed expenses, non-monetary compensation such as fringe benefits paid by the Township, payments made in lieu of expenses and any Post-Retirement Benefits, e.g. Article 33.
- (G) "*Manager*" shall be defined to mean the chief executive officer of Warminster Township, classified as Township Manager.
- (H) "*Patrol Officer*" shall be defined as any Police Officer employed by the Township of Warminster who has not been permanently assigned or promoted to a higher rank in the Police Department.
- (I) "*Police Chief*" shall be defined to be the rank of Chief Executive Officer of the Township of Warminster Police Department and the individual who has been duly appointed to that position by the Board of Supervisors.
- (J) "*Police Employee*" shall mean a duly appointed, sworn and employed Police Officer of the Township of Warminster, who is included in the bargaining unit, which excludes the rank of Lieutenant and the Chief of Police.
- (K) "*Police Officer*" shall mean an individual who has been duly appointed, sworn and employed by the Township of Warminster and vested with the power to arrest and enforce the laws of the Commonwealth of Pennsylvania, the United States of America and the Ordinances of the Township.
- (L) "*Premium Pay*" shall be defined, and referred to as the "overtime" rate of pay which shall be calculated at one and one-half (1 ½) times the Police Employee's base hourly wage rate and shall include rank differential, educational incentive bonus and longevity pay as outlined in Article 9 of this agreement.
- (M) "*Probationary Police Employee*" shall be defined as an individual who has been duly appointed, sworn and employed as a Police Officer by the Township of Warminster on a full-time basis but who has not completed twelve (12) months of continuous service.

- (N) "Retirement" shall be defined to be the status which occurs upon the voluntary or involuntary termination of service of a Police Employee from active service and employment as a Police Officer with the Township for any reason following the vesting of the pension entitlement under Article 18 of this Agreement.
- (O) "Seniority" shall be defined as the priority or preference that is achieved by reason of the Police Employee's length of service as a full time Police Officer while employed by Township of Warminster.
- (P) "Service" shall mean the aggregate of a Police Employee's total period of full time employment by the Township as a Police Officer. For Purposes of calculating pension benefits, the term "Service" shall include up to five years of time spent by the Police Employee in the Armed Services of the United States of America on active military duty prior to becoming employed and installed as a Police Employee of the Township, provided that such time is purchased in accordance with Act 600. Such time shall be referred to as "non-intervening" military service. "Service" shall also include the time spent by the Police Employee in the Armed Services of the United States of America on active military duty after having been employed and installed as a Police Employee of the Township, if such person returned to, or, hereafter returns to the employment of the Township as a Police Officer within six (6) months from the date of his or her discharge from active duty in the Armed Forces of the United States. The credited service under this provision will be referred to as "intervening military service".
- (Q) "Spouse" shall mean the person who is recognized to have been lawfully joined in marriage to the Police Employee which relationship has not been terminated by divorce or annulment.
- (R) "Supervisors" shall mean the Board of Supervisors of the Township of Warminster, or their duly elected or appointed successors in office.
- (S) "Temporary Assignment" shall mean an impermanent position or assignment of rank.
- (T) "Township" shall mean the Township of Warminster.
- (U) "Training":
- (i) "Mandatory Training" shall be defined as that training required by any and all State, Federal and/or Local ordinances, statutes and/or regulations to insure minimum compliance with applicable law enforcement guidelines. This shall also include any training undertaken at the specific request of the Chief of Police, the Township Manager and/or their designees.
 - (ii) "Non-Mandatory/Elective Training" shall be defined to include any other training requested by an individual Police Employee.
- (V) "Vesting" shall be defined to permit any Police Employee who is a pension participant, after meeting certain service requirements as is set forth in Article 18 of this Agreement to retain a right to all or part of accrued benefits, regardless that a Police Employee may terminate his or her employment with the Township prior to the specified normal retirement age or specified normal years of service.

ARTICLE 3. ENTIRE AGREEMENT

Except for the one (1) side letter agreement by and between the parties, this Agreement constitutes the entire agreement between the parties hereto, that is, the Township and the "WPBA", for the duration of this Agreement.

ARTICLE 4. RECOGNITION

- (A) The Township recognizes the "WPBA" as the exclusive collective bargaining agent for all Police Employees whom the Township employs on either a full-time or part-time basis as sworn Police Officers, excluding the rank of Lieutenant and the Chief of Police. However, there shall be no requirement of any Police Employee who is employed by the Township of Warminster to become a member of the "WPBA" or to be represented by the "WPBA" as a condition of continued employment.
- (B) The Township agrees that it will deduct the union dues of the "WPBA" from the pay of any Police Employee who has submitted to the Township a voluntarily signed authorization form which will not be valid for a period longer than twelve (12) months or until the expiration of the Collective Bargaining Agreement, whichever first occurs.

ARTICLE 5. NEGOTIATIONS

- (A) The "WPBA" may appoint a bargaining committee to represent the bargaining unit in all formal negotiations and/or discussions with the Township representatives. The committee shall not exceed seven (7) in number including the "WPBA's" attorney; and no alternate may be designated except in the case of serious illness.
- (B)
 - (i) Negotiations between the "WPBA" committee and the Township representatives shall be confidential and any statements made or positions taken in such negotiations shall not be used in any subsequent Act III arbitration, except if and when written proposals are tentatively agreed upon and initialed by both parties.
 - (ii) It is understood that any agreements reached by the parties in negotiations are subject to ratification both by the unit Police Employee and by the Township Board of Supervisors.
 - (iii) Those Police Employees to the maximum of six (6) members who are on the bargaining committee of the Township of Warminster Police Benevolent Association, "WPBA", or who serve as officers thereof who are required to attend regularly scheduled meetings or special meetings with the attorney for the "WPBA", or with the Township on behalf of the "WPBA", will be allowed and shall be excused from their regular police work duties, if necessary, in order to attend such meetings and functions which may occur while on duty, without loss of compensation.
 - (iv) Those Police Employees who served on the Bargaining Committee will receive an additional two (2) personal days in the year of bargaining.

ARTICLE 6. MANAGEMENT'S RIGHTS

- (A) Except as specifically and directly limited by the written terms of this Agreement, the right of the Township to manage and control the Police Department and direct its work force is preserved. This includes, but is not limited to, the right to assign, reassign, schedule and reschedule work

hours, hours and shifts; to hire, lay off, recall, transfer or fill vacancy in rank positions; to establish new technology, equipment, or methods; to establish, combine, change or eliminate job classifications or descriptions; to reasonably determine employee competence and ability; to promulgate, amend or add to reasonable rules and regulations; and to issue general directives, orders, codes of conduct or procedures describing policy and the implementation of policy in all public functions.

- (B) The Township does agree to meet and discuss with the "WPBA" in regard to the creation of any new rank positions or in the elimination of such rank positions and in the establishment of procedures, testing, guidelines and eligibility lists for promotion. The exercise of management prerogative respecting promotions by the Township will not contravene the specific provisions of this Agreement.

ARTICLE 7. INTERPRETATION, SEPARABILITY AND SAVINGS

This Agreement shall be interpreted, if possible, and is intended by the parties not to conflict but to be consistent with any provision of the Constitution or statutes, whether of the Federal Government or the Commonwealth of Pennsylvania. Should any clause or section hereof be adjudged by any Court or agency of competent jurisdiction to be illegal or ineffectual due to such a conflict, such judgment shall not affect, impair or invalidate the remainder of this Agreement and the application of such provision to different persons or circumstances.

ARTICLE 8. GRIEVANCES AND ARBITRATION

- (A) (i) The parties agree that at the Police Officer's option in each instance of discipline, demotion, lay off or discharge he, she or they may waive all rights and procedures under the Police Tenure Act, Act of June 15, 1951, P.L. 586, §§ 1-6, 53 Pa. C.S.A. § 811-816, by written notice to the Township, Chief of Police and the "WPBA".
- (ii) The parties agree that all disputes, questions, issues or controversies relating to the: (1) interpretation or application of this Agreement; or, (2) arising out of the employment relationship; or (3) otherwise involving matters of discipline, demotion, promotion, lay off, discharge, wages, benefits or working conditions should be first resolved through the following grievance procedures:

STEP 1: A dispute, complaint or grievance will be processed as follows: the aggrieved Police Employee or the "WPBA" Grievance Committee should file with the Chief of Police a written and signed "grievance" in the form of a Statement of Issues which sets forth the facts which gave rise to the grievance; the clause(s) of the collective bargaining agreement involved or alleged to have been violated, if applicable; and the relief requested. This written grievance should be delivered personally to the Chief of Police or in his or her absence a designee within twenty (20) calendar days of the last occasion, event or time at which the aggrieved Police Employee knew or reasonably should have known of the incident or events which gave rise to the grievance. The Chief or his or her designee will thereafter promptly supply the President of the "WPBA" with a copy of any grievance filed by any aggrieved Police Employee.

Within twenty (20) calendar days after the filing of a written grievance that is the "Statement of Issues" with the Chief of Police or his or her designee, the Chief of Police or his or her designee will deliver to the Police Employee(s), Grievance Committee and "WPBA" President a written answer stating his or her position and thereby granting or denying the

relief requested. If either the Police Employee or "WPBA" disagrees with the written answer, he, she or it may, by written notice to the Township, appeal to "STEP 2" within twenty (20) calendar days after the receipt of the Police Chief's answer.

STEP 2: Any grievance appealed to "STEP 2" hereof shall be jointly discussed at a meeting between the Township Manager, the Chief of Police, any relevant witnesses, including the grievant(s) (Police Employee) and a member of the "WPBA" Grievance Committee, within twenty (20) calendar days after receipt of the notice of appeal. Should any agreement be reached at this meeting, the terms shall be reduced to writing, signed by both parties, and such determination will be binding upon all parties. Should the parties fail to achieve an agreement, the Police Employee or the "WPBA" may within twenty (20) calendar days request a "STEP 3" review in writing.

STEP 3: Any grievance presented for a "STEP 3" review shall be jointly discussed and considered at a meeting between the Board of Supervisors with the Township Manager (or his or her designee) present, and the affected Police Employee and the "WPBA" Grievance Committee. Should the parties reach agreement at this meeting, the terms shall be reduced to writing, signed by the parties and such determination will be binding upon all parties. The Board of Supervisors shall have a total of thirty (30) calendar days (from the receipt of a request for "STEP 3" review) to schedule and hold the meeting and deliver to the "WPBA" its final written position.

If no agreement is reached after a "STEP 3" review, the "WPBA" may, within thirty (30) calendar days of the Board's final "STEP 3" written position, refer the matter to "STEP 4", unless the parties agree to extend the time or continue in negotiations.

STEP 4: The Arbitration Procedure shall be invoked and processed according to the rules of the American Arbitration Association then pertaining. Only the "WPBA" may file a written demand for arbitration as above provided. The parties may, however, agree upon a neutral or sole arbitrator to whom they will submit the issue. In the event that no arbitrator is acceptable or available from the first list furnished by the American Arbitration Association, a second list shall be requested by both parties. If both parties fail to agree on the selection of an arbitrator from either list, the Administrator of the American Arbitration Association shall have the power to make the appointment.

The Arbitrator selected shall have no power to add to, subtract from or modify any of the terms of this Collective Bargaining Agreement or any agreements made supplementary hereto. The Arbitrator's decision shall be final and binding upon the parties. The parties shall share equally in the cost and fees paid to the Arbitrator. Each party will be liable to pay the cost and expenses for any witness it shall produce. The parties intend that the issue, dispute or controversy as presented to the arbitrator shall be final and binding upon them and the affected Police Employee for the duration of this Agreement.

- (B) Should a Police Employee elect to proceed under the Police Tenure Act, 53 P.S. § 811 et seq., a written notice of charges shall be submitted by the Township in accordance with the Act and a hearing will be held in accord with the Local Agency Law, 42 Pa C.S.A. § 5105 and such shall represent a binding waiver of the use of the grievance and arbitration mechanism
- (C) (i) The parties hereto do agree that time shall be of the essence.

- (ii) The parties may mutually waive the time limits set forth at any stage of the process. However, it is agreed that with respect to any issue, controversy or dispute affecting a pension claim; or, eligibility for benefits there under; or, for any other post retirement benefit; or, concerning the pension contribution; or the calculation of a Police Employee's or Plan participant's pension benefit such shall be exempted from the time restraints above set forth.

ARTICLE 9. HOURS OF WORK & OVERTIME OR COMPENSATORY TIME

- (A) The Township shall set the starting day of the work week tour of duty and provide the starting day of the work week tour of duty, scheduled hours of the work day shift, and work week shift hours, for each Police Employee by written advance notice. Once scheduled, a Police Employee's regularly scheduled work week shift hours will not be changed except upon twenty-four (24) hours advance notice or in the event of emergencies.

(B) (i) **PATROL DIVISION TWELVE HOUR SHIFT**

1. Effective June 01, 2008, the Department of Police will implement a twelve (12) hour "Work Day Shift" schedule that will apply only to those Police Officers who are assigned to the Patrol Division
2. The Criminal Investigative Division (i.e. Detectives), the Non-Patrol Divisions and Non-Uniformed Police Officers shall continue to work a work-week schedule consisting of forty hours (40) and shall be paid for all time worked in excess thereof at the premium rate of pay.
3. Effective June 01, 2008, the Police Officers assigned to the Patrol Division will work a twelve hour (12) "Work-Day Shift" in conjunction with a rotating regularly scheduled work tour of duty consisting of an established pattern of "Work Day Shifts" each comprised of a continuous twelve hour (12) period of time, inclusive of a one hour paid meal break and rest period. The Police Officer will be deemed as "on-duty" during his or her meal break or rest period and will be available to respond, if needed.
4. For and during such period of time that the twelve hour (12) "work day shift" is implemented, the following structure will be established:
 - (a) The Patrol Division will be compartmentalized into four (4) distinct squads, identified generally as "A", "B", "C", "D".
 - (b) The Patrol Division shall be assigned to one (1) of the following "work day shifts" which is currently agreed to be scheduled as follows:
 - (i) 7:00 o'clock AM through 7:00 o'clock PM
 - (ii) 7:00 o'clock PM through 7:00 o'clock AM
 - (c) The "work period" will be comprised of fourteen (14) consecutive calendar days. Each fourteen (14) day cycle will alternate between day shift (7:00 o'clock AM through 7:00 o'clock PM) and night shift (7:00 o'clock PM through 7:00 o'clock AM). The Police Officers will be regularly scheduled to work one (1) of the "Work-Day Shifts" set forth in Section B(i)(4)(b) above for the duration of the fourteen (14) day work period in the following sequence:

- (i) Two (2) days on, followed by two (2) days off, followed by three (3) days on, followed by two (2) days off, followed by two (2) days on, and followed by three (3) days off.
 - (d) The minimum personnel staff level of Police Officers assigned to the Patrol Division for each scheduled work day shift will be set at five (5) officers. The minimum personnel staff level of Police Officers assigned to the Patrol Division for the 7:00 o'clock PM through 7:00 o'clock AM shift will be five (5) officers and revert to a minimum staffing level of four (4) officers at 1:00 o'clock AM
 - (e) The staff level per squad will be maintained at no less than eight (8) persons. Warminster Township agrees to maintain this level of staffing for general patrol barring exigent circumstances recognizing however that these circumstances should be temporary in nature, (i.e. numerous patrol officer injuries or large scale emergencies).
5. (a) For and during such time that the twelve (12) hour "Work Day Shift" is implemented in accordance with this agreement, the Police Employees assigned to the Patrol Division will be paid at the premium rate, as calculated in Article 9(B)(ii) of this agreement, for all time worked either in excess of twelve (12) hours during any regularly scheduled work day within any twenty-four (24) hours, or in excess of eighty (84) hours in any fourteen (14) calendar day "work period".
- (b) Each Police Officer who is assigned to work a twelve (12) hour "Work Day Shift" will earn approximately (11.33) hours of time (generally referred to as "Kelly Hours") per calendar month for a total of one hundred and thirty six (136) hours of time or "Kelly Hours," in each calendar year. Thirty four (34) "Kelly Hours" will be made available to each Police Officer at the beginning of every quarter, and must be used in that quarter. In the event that the hours are not utilized in the quarter they are assigned, the Chief of Police or his designee will schedule the hours to be utilized by the officer.
- (c) For and during such time that the twelve (12) hour "Work-Day Shift" is implemented in accordance with the agreement of the parties hereto all holidays and vacation days equal nine (9) hours.
- (d) If a Police Officer assigned to the twelve (12) hour "Work-Day Shift" is actually working one of the ten (10) Holidays outlined by this Collective Bargaining Agreement he or she will earn three additional Holiday hours for that day worked.
6. Those Police Officers assigned to work the twelve (12) hour schedule will not be held over beyond the completion of their work day shift for more than six (6) hours except in the event of a declared emergency by the Chief of Police. It is intended that the maximum number of hours any Police Employee will be required to work in a twenty four (24) hour period is eighteen (18) hours. Police Officers required to work overtime shall be allowed eight (8) hours between shifts but upon returning to work must complete an adjusted twelve (12) hour work day shift, (i.e. 0700 to 1900 becomes 0900 to 2100 hours). Police Officer's may use their accumulated leave time in lieu of their shift if manpower permits.

7. (a) Should the squad fall below the minimum number of Police Officers, it is agreed that the current call-in for overtime work will be for Police Officers assigned to the Patrol Division who are on their scheduled day-off duty on the basis of seniority, with the limitation of in the absence of a Sergeant and Corporal simultaneously the shift will first be offered to a Sergeant and then a Corporal, if a supervisor is present (i.e. Sergeant or Corporal) it will then be offered first to a Patrol Officer then a Corporal and finally a Sergeant. In the event that the Corporal/s and Sergeant/s should decline the overtime, and a Sergeant or Corporal is not absent from the working squad, the most junior Patrol Officer notified would be required to report for duty. *(It is agreed that all other aspects of The Collective Bargaining Agreement Article 9 will continue to apply to all employees except only insofar as it is herein expressly provided to the contrary.)*
- (b) A Police Officer who attends a scheduled court appearance, other than local Magisterial District Court, and is not released from court until after 11:00AM will be afforded the use of relief time. The relief time will be calculated as follows: each hour after 1100 AM in court will be assigned hour for hour as relief time toward the beginning of the next shift. If the officer is not scheduled to work that evening this section concerning relief time will not apply. The police administration may assign the time in court as the officer's shift upon notice of the court appearance being provided forty eight (48) hours in advance. Officers may use their allocated leave time for the entire scheduled shift in lieu of a shift adjustment as long as minimum personnel staff levels are maintained.
8. Those Police Officers who are not assigned to the twelve (12) hour "Work-Day Shift" will earn all their allocated Holidays, Vacation Pay, and Sick Leave Incentive Pay in the current manner, that is based upon a "Work-Day Shift" comprised of nine (9) hours until such time that a new CBA is in force.
9. In all other respects, the terms and provisions set forth in this Collective Bargaining Agreement controls.
10. Should a Police Officer attend a training program of six (6) hours or more and after the completion of such training program he or she is scheduled to commence a twelve (12) hour "Work-Day Shift" on the same date, then the attendance at the training program shall constitute the Police Officer's day of work. The Police Officer will not be required to make up the difference in hours between his or her day of training and his or her regularly scheduled "Work-Day Shift" when such time is six (6) hours or less in any one (1) day.
- (ii) The Premium Rate of Pay shall be calculated at one and one-half ($1 \frac{1}{2}$) times the Police employee's base hourly wage rate. The base hourly wage rate, for the purposes of calculating overtime, shall be calculated as follows:

Base Wages + rank differential*, + education incentive bonus*, + longevity pay* = Gross Compensation

Gross Compensation / 2080 Annual Hours x $1 \frac{1}{2}$ = Overtime Rate

* The Fair Labor Standards Act requires that these additional compensation categories be included in the overtime rate calculation.

In lieu of such premium rate of pay, the Police Employee may elect to take compensatory time off with pay and such time off shall be computed at one and one-half (1 ½) times each hour worked at overtime and time off with pay may be taken at such times as mutually agreed upon by the Police Employee and the Chief of Police and his or her designee. Each Police Employee may accumulate and maintain 200 compensatory hours and any compensatory time requested in excess of those hours will be denied and paid at the Premium Rate of Pay.

- (C) Police Employees shall receive a total of one (1) hour paid lunch or dinner, i.e. meal break period(s), as scheduled by the Sergeant during each full work day shift worked. Police Employees shall eat their lunch or dinner within the Township or at home, if located within three (3) miles of the Township boundary. In the event there is no sanitary eating facility open within the Township at the time, the Police Employee shall endeavor to have his or her meal break as close as possible to Township borders. Police Employees are considered to be "on duty" during their meal break periods in the sense that they must be available to respond, if needed.
- (D) There shall be no pyramiding of overtime or other premium pay. In the event premium pay is required under more than one section of this Agreement for the same period of time, only that section yielding the most premium pay return to the Police Employee will apply.
- (E) Opportunities for overtime work assignments occasioned by personnel or staff shortage (i.e., extended work hours, sickness, etc.) shall be offered to the Police Employees who are on duty at the time the assignment is made, and in the following order:
 - (i) If the assignment is for a Sergeant, the assignment will be offered first to the Sergeant who is on duty by seniority; if not available, then the overtime will be assigned by seniority within the squad or division on duty; if no one is available who can work the overtime, then it will be assigned to support service officers who are on duty by seniority.
 - (ii) If the overtime assignment is for other than a Sergeant, the work will be assigned first by seniority within the squad/division on duty; then to the Sergeant who is on duty; then to support services officers who are on duty by seniority.
 - (iii) If the overtime assignment is for support services, the work will be assigned to support services officers who are on duty by seniority.
 - (iv) A Police Employee who, in accordance with the foregoing, is assigned to work overtime during the work day shift which is immediately following his or her regularly scheduled work day shift, he or she shall not, except in cases of emergency, be required to work more than the first half of the overtime shift. When he or she has completed the first half of his or her overtime shift, and personnel are still required (i.e. short staffed) on that shift, the overtime assignments will be made from among the Police Employees who are regularly scheduled for the next regular work day shift in accordance with the priority or preference set forth in this Article.
 - (v) Should there be an insufficient number of "on duty" Police Employees available to work overtime, such overtime work may be assigned and Police Employees will be required to work in the exact inverse order(s).

(F) All other overtime, with the exception of normal work day overtime (i.e. arrests, late calls, Court, etc.) will be offered as follows:

- (i) If the overtime assignment calls for a uniformed officer, the assignment will be first offered to the Patrol Division on a seniority basis. However, where the overtime work requires K-9 or specialty skills that require state certification, that requirement will preclude selection of the Police Employee on a strictly seniority basis.
- (ii) If the overtime assignment calls for a Police Officer from Support Services, the work will be first offered to that division on a seniority basis. Again, where the overtime work requires K-9 or specialty skills that require state certificates, that requirement will preclude selection of the Police Employee on a strictly seniority basis.
- (iii) Overtime assignments not specifically calling for a uniformed Police Officer or member of Support Services, will be filled strictly on a seniority basis. However, where the overtime work requires K-9 or specialty skills that require state certification, the requirement will preclude selection of the Police Employee on a strictly seniority basis.
- (iv) A sign-up list will be posted as soon as the detail is known, listing the date, assignment, number of officers, etc. Two (2) alternate slots, in addition to the required number of officers, will be provided. A cut off date will be listed below each individual assignment, after which no "bumping" will occur. Whenever possible, the cut-off date will occur forty-eight (48) hours prior to the scheduled detail.
- (v) After the cut-off date, members of divisions that are not specifically requested may fill any vacant slots.
- (vi) Police Employees will make every attempt to appear for their scheduled details. In the event of an emergency, any Police Officer who finds that he or she cannot attend will see that the alternate Police Officers are contacted, by seniority. If the alternate Police Officers are not available, the vacancy will be filled however possible. If, for any reason other than an emergency, a Police Officer fails to appear or notify an alternate, that Police Officer will be dropped to the bottom of the overtime seniority list for a period of sixty (60) days.
- (vii) "Contracted Special Detail" (i.e., carnival, football games, grand openings, etc.) shall be treated as Overtime Assignments. The guidelines listed above in paragraphs (F)(iv), (v) and (vi) will be followed in order to fill these details.

(G) OVERTIME PAY FOR WORK ON SCHEDULED HOURS OFF:

- (i) Any Police Employee who is not "ON CALL" for Bucks County Adult Criminal Court and is required to "report to work", or who by reason of his or her employment attends "COURT" or any District Justice Court on his or her regularly scheduled off duty hours, the Police Employee will be guaranteed three (3) hours of premium pay as is set forth in Article 9(B)(ii) of this Agreement. In addition, he or she will be paid at the premium rate of pay for any time spent in excess of the guaranteed number of minimum hours.
- (ii) (a) A Police Employee who is subject to compulsory process for attendance at Bucks County Adult Criminal Court will be placed in an "ON CALL" status for "COURT" and will have the choice to be paid Seventy-five and 00/100 dollars (\$75.00) per diem or receive compensatory time of four and one half (4.5) hours straight time. The Police Employee

need not report to the police station but will be available by telephone. The Police Employee will be released if not called by noon or otherwise advised by the Township to appear or continue on an "ON CALL" status.

- (b) Should the Police Employee be continued on an "ON CALL" status beyond noon, he or she will be paid in addition to the per diem amount of compensation at the premium pay rate for each hour or part of an hour that he or she is continued to be held "ON CALL" until released.
- (c) Should the Court or party compelling process consent to having the Police Employee placed in an "ON CALL" status, the Police Employee will remain in an "ON CALL" status until released. The Police Employee will notify the Police Department of the receipt of a subpoena and of his or her required status daily.
- (iii) A Police Employee who had been placed "ON CALL" and is then required to attend Court will be paid the per diem fee and will be paid Premium Pay for all hours in attendance at Court or in service after 12:00 noon.
- (iv) When a Police Employee from any division is required to work on his or her regularly off duty hours, he or she shall be paid at the premium rate as provided above. This provision, however, excludes appearances in Court.
- (v) The Township may bill directly for the time and wages and benefits paid any Police Employee who is subjected to compulsory process or subpoena.
- (H) (i) Premium pay will be paid to a Police Employee for all time spent during regularly scheduled off-duty hours while attending schools or programs that are required or mandated and which qualify as "mandatory" training.
- (ii) Each Police Employee will be allocated forty (40) hours of time to attend non-mandatory training programs or schools in each calendar year. A Police Employee who attends any non-mandatory training during his or her regularly scheduled off-duty hours will be paid at his or her base hourly wage rate. In the event that a non-mandatory training program or class should exceed forty (40) hours in a calendar year, the Police Employee, with the approval of the Chief of Police and the Township Manager or his or her designee, will be permitted to carry over unused time from the preceding year and /or to borrow up to forty (40) hours of time allocated for non-mandatory training in future years.
- (I) A Police Employee will be deemed on duty while traveling to and from Court, or to and from school or job assignments.

ARTICLE 10. HOLIDAYS AND PERSONAL DAYS AND REDEMPTION OF ACCRUED TIME

- (A) (i) Each Police Employee shall receive, on January 1st of each calendar year, 90 hours off in lieu of holidays regularly observed to include the following listed holidays:

New Year's Day, Presidents Day, Good Friday, Memorial Day,

Independence Day, Labor Day, Veterans Day, Thanksgiving Day,

Friday following Thanksgiving Day, Christmas Day

The holidays may be used at any time in the calendar year.

- (ii) Any Police Officer who works any portion of New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, will be paid time and one half for all hours worked on that day in addition to receiving leave time as outlined in Article 10 (A)(i).
- (iii) A Police Employee who dies, retires or otherwise terminates his or her employment with either:
 - (a) Twelve (12) years of service or more; or
 - (b) By reason of a service related disability, regardless of the number of years of service with the Township. The Police Employee or his or her Estate will be paid for the ten (10) holidays allowed in the calendar year without a pro rata adjustment to the date of retirement.
- (iv) A Police Employee who retires or otherwise terminates his or her employment with less than twelve (12) years of service or on other than a service related disability basis will be paid only for those holidays occurring prior to the date of termination of service. Except as provided in Section (A)(iii) of this Article, should the Police Employee terminate his or her employment, there will be a pro rata adjustment for holidays and the Township shall pay the Police Employee for those holidays which occur in the Calendar year preceding the date of termination.
- (B) (i) In addition, those Police Employees who have completed the length of service herein below provided will earn on January 1st in each calendar year the identified number of personal days with pay as of his or her anniversary date. Each Police Employee shall receive 12 hours off in lieu of each Personal Day earned:

<u>COMPLETED LENGTH OF SERVICE</u>	<u>PERSONAL DAYS</u>
(a) Probationary Police Employees	One (1)
(b) 12 months to 23 months	Two (2)
(c) 24 months to 35 months	Three (3)
(d) 36 months and upward	Four (4)

- (ii) Personal days will be used or redeemed by the Township in the year they are earned.
- (C) (i) Personal days, compensatory time off, and holidays, shall be scheduled for use as time off with pay based upon seniority upon at least twenty-four (24) hours advance written request by each Police Employee;
- (ii) The order of preference for the use of personal days, compensatory days and holidays shall be allowed first to Sergeants, second to Corporals, then by seniority within a squad/division;
- (iii) Such time-off shall not be authorized when it would reduce the number of Police Employees on any work day or swing work day shift to less than five (5) Police Employees, or of the night shift to less than four (4) Police Employees.



- (D) Time-off for holidays, compensatory time and personal days may be taken in increments of half-hours, depending upon workload requirements and/or the availability of other Police Employees to adequately staff the squads. In such an event prior written notice of the requested time off will be waived.
- (E) Holidays that are earned by each Police Employee may be carried over into the next calendar year. If the carry over time is not used by December 31 of the next calendar year, it shall be placed in the Police Employee's Non-Monetary Bank of Time for use as is provided in Article 33 (BANK OF TIME).

ARTICLE 11. VACATION PAY

- (A) Each Police Employee will earn on January 1st of each year a paid vacation, the length of which shall be based on the number of months of service which the Police Employee has rendered to the Township or that he or she would complete within the calendar year, as follows:

<u>COMPLETED LENGTH OF SERVICE</u>	<u>VACATION PERIOD</u>
0 through 12 months	8 hours for each 2 months
12 through 59 months	96 hours
60 through 119 months	144 hours
120 through 215 months	192 hours
216 through 299 months	240 hours
300 months or more	240 hours + 8 hours for each year of service over 25 years

Officers transferring laterally with a minimum of three (3) years of continuous police experience with a federal, state, municipal or military police department whose training is waiver able by the Municipal Police Officers Education and Training Commission, will be awarded forty eight (48) additional hours of vacation in their first twelve (12) months of service.

- (B) One (1) week's vacation shall be equivalent to forty eight (48) hours for calculation purposes.
- (C) The Police Employee will be allowed to take his or her annual or accrued vacation benefit in half (1/2) hour increments, or in work days or by the work week, or as a combination of work weeks in accordance with Article 10, Subsection C.
- (D) (i) The preference in the priority of selecting vacation periods will be granted to Sergeants first, then Corporals second, and thereafter on a seniority basis based on length of service allocated within a squad or division of the Police Department.
- (ii) A Police Employee may select a segment of time of one (1) week or more that is to constitute his or her first choice for vacation leave, which shall be granted in the priority of seniority set forth in Section (D)(i) above. After allowing each of the Police Employees their first selection of vacation leave which is based on the allocation of the Police Employee's first choice within the applicable squad or division, authorization will be granted in the same order of priority allowing for everyone's preference when exercising their choice in the second and subsequent rounds. The police employee, at the time of submission, shall label each vacation request to differentiate their first choice from their second choice.
- (E) The maximum number of Police Employees who are permitted on vacation at any one time will be two (2) Police Employees per squad/division.



- (F) Request for vacation time periods are to be submitted to the Township (i.e. Chief of Police or his or her designee) on or before March 31 of each calendar year. The Police Employee's modified and subsequent requests will be due by April 30. The authorization will be based on the submissions made in accordance with its time schedule. A subsequent change in the selection of vacation time periods and any late selections will be considered without regard for seniority unless the modification is due to a work schedule change, promotion in rank, transfer or other emergency or unforeseen type of circumstances.
- (G) The vacation time request will be submitted in a memorandum to the Chief of Police or his or her designee through the Police Employee's immediate superior.
- (H) The annual vacation that is earned by each Police Employee may be carried over into the next calendar year. If the carry over time is not used by December 31 of the next calendar year, it shall be placed in the Police Employee's Non-Monetary Bank of Time for use as is provided in Article 33 (BANK OF TIME).
- (I) Each Police Employee who has at least three (3) years of prior full-time police employment experience, with no more than twelve (12) months of inactive status prior to employment with the Warminster Township Police Department and who completes twelve (12) months of service as a Warminster Township Police Employee, shall earn an additional one (1) week paid vacation in the year in which he or she completes the twelve (12) months of service. Nothing in this section shall affect the preference in selecting vacation periods set forth in Paragraph D, above.

ARTICLE 12. COMPENSATION AND BASE WAGE RATE

- (A) The annual base wage rate or salary of a Senior Patrol Officer shall be increased per the schedule below based upon 2014 compensation of \$81,788.89. For purposes of this article a Senior Patrol Officer is one who has completed three (3) years of police service, or for employees hired after February 1, 2015, four (4) years of service, with the Warminster Township Police Department.

<u>2-1-2015</u>	<u>2-1-2016</u>	<u>2-1-2017</u>	<u>2-1-2018</u>	<u>2-1-2019</u>
3.5%	3.5%	3.5%	3.5%	3.5%

- (i) Detectives will earn 4% rank differential over Senior Patrol Officers
 - (ii) Corporals will earn 6% rank differential over Senior Patrol Officers
 - (iii) Sergeants will earn 6% rank differential over Corporals
- (B) Patrol Officers starting salaries will be based upon a percentage of the Senior Patrol Officers rate of pay.
- (C) The computation of Base Annual Salary shall reflect compensation based upon 2080 hours of service per annum. The base hourly rate will be determined by dividing the Base Annual Salary by 2080 hours worked.

Police Officers Base Salaries

Year	Senior Patrol Ofc	Detective	Corporal	Sergeant
2015	\$84,651.48	\$88,037.54	\$89,730.57	\$95,114.40
2016	\$87,614.28	\$91,118.85	\$92,871.14	\$98,443.41
2017	\$90,680.78	\$94,308.01	\$96,121.63	\$101,888.92
2018	\$93,854.61	\$97,608.79	\$99,485.89	\$105,455.04
2019	\$97,139.52	\$101,025.10	\$102,967.89	\$109,145.96

Starting Patrol Officers Salaries (Hired After February 1, 2015)

Year	Year 1 75% of SPO	Year 2 85% of SPO	Year 3 90% of SPO	Year 4 95% of SPO	Year 5 100% of SPO
2015	\$63,488.61	\$71,953.76	\$76,186.33	\$80,418.91	\$84,651.48
2016	\$65,710.71	\$74,472.14	\$78,852.85	\$83,233.57	\$87,614.28
2017	\$68,010.59	\$77,078.66	\$81,612.70	\$86,146.74	\$90,680.78
2018	\$70,390.96	\$79,776.42	\$84,469.15	\$89,161.88	\$93,854.61
2019	\$72,854.64	\$82,568.59	\$87,425.57	\$92,282.54	\$97,139.52

(D) The Police Employees payroll period will be a bi-weekly payroll period.

ARTICLE 13. PROBATIONARY PERIOD

- (A) (i) Each newly hired Police Employee will serve a probationary period for a term of twelve (12) consecutive months during which the Township may, with or without cause terminate, discharge or remove the Police Employee who is on Probationary Employee status. A Probationary Police Employee who is terminated, discharged or removed will not have recourse to the grievance and arbitration procedure of this Agreement.
- (ii) The Township will not discriminate against Probationary Police Employees on account of race, religion, ethnic origin, gender or any other unlawful basis.
- (B) Probationary Police Employees will receive the benefits, wages and holidays in accordance with the terms of this Agreement during his or her probationary period.
- (C) The Probationary Police Employee will be included within the Police Employee's Pension Plan and Retirement Fund and the time of service as a full time Police Officer for the Township shall, from their first day of employment, be credited towards the length of service and seniority accumulated. However, for and during the period the Police Employee is employed as a Probationary Employee and occupies Probationary status, he or she will not possess seniority rights as against any other Police Employee, including another Probationary Police Employee.

ARTICLE 14. SENIORITY, LAYOFFS, TERMINATIONS AND PROMOTIONS

- (A) "SENIORITY" shall be computed from the first day of service as a Police Employee with the Township and shall exclude therefrom any period of time that is comprised of an unpaid leave of absence of thirty (30) consecutive work days or more, except however, if the Police Employee is temporarily incapacitated by reason of a work related injury, disability or condition, or in the event the Police Employee is on vacation with pay. The parties agree that a Police Employee with less than twelve (12) months of continuous service, that is a "Probationary Police Employee," and any part-time Police Employee shall have no seniority. However, when a Probationary Police

Employee attains twelve (12) months of service, he or she will be granted "seniority" back to his or her first day of service.

(B) Seniority will be lost if:

- (i) The Police Employee resigns; or
- (ii) The Police Employee is discharged for "just cause"; or
- (iii) The Police Employee is out of active service for one (1) year or more; provided however, a Police Employee who is out of active service because of a work related illness, injury, disability or condition shall accrue and retain his or her seniority indefinitely; and a Police Employee who is out of active service because of a non-service related injury, illness, disability or condition shall not accrue seniority beyond one (1) year following on-set and being out of active service, however, he or she will retain the seniority which he or she has accumulated; or
- (iv) The Police Employee retires and collects retirement benefits; or
- (v) The Police Employee had been laid-off and is recalled to active service but fails to report to work as notified within two (2) weeks following receipt of notice of recall in writing, or in the event, he or she refuses to accept the position offered upon notice of recall.

(C) The Township may not discharge, suspend, demote, remove or discipline a NON-PROBATIONARY POLICE EMPLOYEE without just cause and in strict accordance with the Police Tenure Act.

(D) In the event of the need to lay off Police Employees, the selection of those Police Employees for furlough or layoffs will be made in accordance with and in compliance with the Act of June 15, 1951, P.L. 586, as amended, 53 P.S. §811, known as The Police Tenure Act.

(E) (i) The Township will promote from within the Department of Police, provided that the testing results in an eligible Police Employee who meets the qualifications and standards established for ranks which fall within the bargaining unit; or

- (ii) Upon the occasion of a vacancy in any rank within the Police Department or in the event the Township determines that additional positions in the ranks should be created and staffed, the Township will notify the Police Employees and the "WPBA". The Township will fairly administer written and oral promotional testing through an "Outside Testing Service, Agency and or contractor (Professional Testing Service)" "to independently administer" the written phase of the testing procedure.

The Chief of Police or his designee shall form a challenge/appeal Board for the written portion of the test. This Board shall consist of at least three (3) members who will serve at his direction.

The Chief of Police or his designee shall act as an advisor and shall clarify questions as to Department Policy and Procedure, during the Oral Board Phase of the Promotional Process.

The Oral Board shall at the direction of the Chief of Police consist of three (3) members of non-contiguous jurisdictions.

The parties intend that the Township will give adequate and sufficient notice of its intent to fill a vacancy and of the date, type and place of the promotion testing to the eligible Police Employees. The goal of the selection process is to seek out the most qualified Police Employees who have demonstrated skill, merit, ability, competence and qualities of character and integrity to serve in the position of rank available. In the event of a tie in any score, seniority will be preferred.

- (iii) To be eligible for promotion to any rank, the Police Employee must have the hereinafter stated required years of service as a Police Officer for the Township, that is:

<u>MINIMUM LENGTH OF SERVICE</u>	<u>RANK TO BE FILLED</u>
(a) Four (4) years	Detective – Corporal
(b) Five (5) years	Sergeant
(c) Ten (10) years or two (2) years service in rank as a Corporal, or one (1) year of service in rank as a Sergeant.	Lieutenant and other senior ranks except that of Chief of Police.

- (iv) Each qualified Police Employee who applies for promotion must undergo all of the tests applicable to the selection process in order to be eligible for promotion.
- (v) Upon completion of the testing, the Township will establish and publish an eligibility list based on the priority of the composite test grade scores comprised of those Police Employees with above passing grades. The eligibility lists for promotion must be posted by the Township and will have a “life” of eighteen (18) months from the date of posting by the Township in the Police Department. The Township agrees it will not promote or assign any one or more Police Employee to a temporary position, rank or assignment for a total period of time that will exceed six (6) months except as otherwise provided in paragraph (G). Should the Township elect to create or fill a rank position, the Township will implement the testing procedure. It is intended that the preference is to expeditiously test and fill the vacancy in rank with the most qualified individual. A Police Employee may refuse a promotion, withdraw his or her name from the eligibility list or upon retirement or resignation his or her name will be removed from the eligibility list.
- (vi) The testing standards used to evaluate and select eligible candidates will include the use of a performance evaluation report that is prepared in accordance with objective criteria. The performance evaluation report is to be prepared annually in each November evaluating each police employee’s performance for the preceding twelve (12) month period. The objective criteria used to evaluate each police employee will be limited to the following:
- (a) Disciplinary actions which resulted in a suspension. Reprimands and verbal warnings shall not be considered; and
 - (b) Sick time abuse; and
 - (c) Tardiness; and

(d) Failure to report or attend Court proceedings, District Court or work.

(e) Such other objective standards agreed upon by both the Chief of Police and the "WPBA."

The evaluation report shall be prepared by the Police Employee's supervisor, i.e., Sergeant, and reviewed for compliance with the uniform application of the objective criteria and approval by the Lieutenant and the Chief of Police. Each affected Police Employee will be permitted to review his or her evaluation report. The evaluation report shall be prepared and completed before the test is administered and the report will be sealed until the oral and written portions of the test have been graded. The evaluation report cannot add points to the Police Employee's final grade, but will result in the possibility of negative points being assigned up to the maximum of five (5) points being assessed against the Police Employee's final test grade.

(F) The Township reserves the right to leave unfilled vacancy in rank. The Township agrees it will not promote or assign any one or more Police Employees to a temporary position, rank or assignment for a total period of time that will exceed six (6) months except as otherwise provided in paragraph (G). Should the Township elect to create or fill a rank position, the Township will implement the testing procedure. It is intended that the preference is to expeditiously test and fill the vacancy in rank with the most qualified individual. A Police Employee may refuse a promotion, withdraw his or her name from the eligibility list or upon retirement or resignation his or her name will be removed from the eligibility list.

(G) In no event will a temporary assignment in any position of rank continue beyond a period of six (6) months, except for that Police Employee who is absent by reason of temporary disability, injury or condition or an authorized leave of absence or military service.

ARTICLE 15. OBJECTIVE-PRODUCTIVITY

The parties agree that the Department of Police and the individual Police Employees are herein committed to the delivery of service to the general public and the citizens and property located within the Township for protection, safety and security in the most effective and harmonious manner possible, and that each is to be governed by high ideals of honor, integrity and dedication in their public conduct so as to maintain the merit, respect and confidence of the general public and of the citizens of the Township in the Department of Police and in each Police Employee.

ARTICLE 16. LIFE INSURANCE COVERAGE

(A) PRE-RETIREMENT

(i) Each Police Employee will be provided at the Township's expense Group Life Insurance Coverage wherein each Police Employee will be insured in the face amount of Seventy-five Thousand and 00/100 dollars (\$75,000.00) in the event of his or her death, and, in addition, he or she will be provided with a double indemnity loss coverage in the event of accidental death, or a scheduled benefit in event of dismemberment. The Police Employee will have the exclusive right to designate the beneficiary under the certificate of life insurance.

- (ii) The Township will further provide under the plan of Group Life Insurance Coverage a death benefit insuring the spouse, if any, of the Police Employee in the face amount of Ten Thousand and 00/100 dollars (\$10,000.00). The Police Employee shall have the exclusive right to designate the beneficiary under the certificate of life insurance.
- (iii) The Township will further provide under the plan of Group Life Insurance Coverage a death benefit insuring the dependent children of the Police Employee who are six (6) months or older and who are under the age of twenty-three (23) years in the face amount of Three Thousand and 00/100 dollars (\$3,000.00). The Police Employee will have the exclusive right to designate the beneficiary under the Certificate of Life Insurance.

(B) POST-RETIREMENT OR DISABILITY RETIREMENT:

- (i) Each Police Employee who has twenty (20) years of service or more, or who is placed on retired status with less than twenty (20) years of service, but by reason of a disability, whether service connected or not, shall from the date of severance or the date of retirement be continued under the Group Life Insurance Plan of Coverage provided by the Township as follows:
 - (a) For a period of five (5) years a face amount of Fifty Thousand and 00/100 dollars (\$50,000.00);
 - (b) Upon the expiration of five (5) year period, a face amount of Ten Thousand and 00/100 dollars (\$10,000.00) through age seventy (70) years.

The Police Employee shall have the exclusive right to designate the beneficiary.

(ii) SPOUSE AND DEPENDENT CHILDREN:

- (a) The Township will provide at its expense, life insurance coverage for the Police Employee's spouse and his or her dependent children for those Police Employees:
 - 1) who have twenty (20) years of service or more; or
 - 2) who are retired by reason of a disability, whether service related or non-service related, regardless of the years of service rendered.
- (b) A Group Life Insurance Plan of Coverage which the Township will provide will be in the face amount of:
 - 1) Five Thousand and 00/100 dollars (\$5,000.00), insuring the life of the Police Employee's spouse; and
 - 2) Three Thousand and 00/100 dollars (\$3,000.00), insuring the life of the Police Employee's dependent children who are under the age of twenty-three (23) years.
- (c) DURATION: Police Employee: The Life Coverage provided by the Township insuring the Police Employee provided in Section (B), Paragraph (i) hereunder will extend until the Police Employee attains the age of seventy (70) years;

(d) DURATION: Spouse: The Life Coverage provided by the Township insuring the Police Employee's spouse provided in Section (B), paragraph (ii) hereunder will be maintained until the occurrence of any of the following events:

- 1) The death of the Employee's "spouse",
- 2) Remarriage of the Police Employee's spouse; or
- 3) the Police Employee's spouse attaining the age of seventy (70) years.

ARTICLE 17. HEALTH CARE COVERAGE

- (A) (i) The Township will provide and maintain at its expense a policy of medical, hospitalization and major medical insurance coverage as well as prescription, optical and/or eye care coverage, dental, including crown, bridge and orthodontic care. Effective January 1, 2016 or as soon as practicable thereafter, the Township shall commence providing coverage under the DVHIT PPO \$250/\$500 Plan, with office visit co-pays of \$25 for Primary care Services and \$50 for Specialist Services. A copy of the plan of benefits has been provided to the Police Employees and is attached to this Agreement as Appendix A.

The Township will reimburse officers for payment of the following co-pays to the extent which they exceed co-pays for such coverages under the DVHIT PPO \$10/\$25 Plan, which reimbursement shall not be charged to the officer's reimbursement fund: (a) walk-in clinic; (b) cardiac rehab; and (c) mail-order prescription. Officers shall submit reimbursement requests and supporting receipts (not EOBs) directly to the designated Township Administration representative outside of the Police department, and shall be reimbursed in the paycheck for the pay period in which the reimbursement request was submitted.

- (ii) The health care coverage set forth in this Article shall be provided by the Township for each Police Employee, his or her spouse and "dependent children" i.e. Police Employee and the covered family members.

- (B) The Township may select the group health care insurance carrier, provided:

- (i) That the covered benefit is equal to or better than that now provided; and
- (ii) That the Police Employees need not be required to first pay the cost of medical or hospital or dental care provided under the plan and thereafter seek reimbursement, except for normal deductibles and co-insurance payments where applicable.

- (C) Affordable Care Act Re-Opener. If the healthcare plan applicable to the police is subject to the Cadillac or Excise Tax under the Affordable Care Act, the Township shall have the right to re-open the contract solely on the issue of healthcare and the impact of the Excise tax. If the Township exercises this right, the officers shall also have the ability to re-open the contract solely on the issue of base wages. If the Township and WPBA cannot resolve the reopener through negotiations within thirty (30) days, which may be extended by mutual agreement, then the parties shall proceed to expedited arbitration under Act 111 limited to the reopener issues.

- (D) The Township will provide the Police Employee, his or her spouse and dependent children as part of the Health Care Coverage, a supplemental health care benefit which consists of the Township's Medical Reimbursement Program that is defined as follows:

- (i) EYE CARE: The Township will pay the cost or expense for eyeglasses, including contact lens and the optical examination up to the amount of Three Hundred and 00/100 dollars (\$300.00) per calendar year per covered family. The allocation for eye care hereunder is an annual aggregate allowance for the Police Employee, his or her spouse and dependent children. The amount allowed is non-cumulative. Any amount unused at the expiration of the calendar year shall lapse; and
- (ii) ANNUAL PHYSICAL FOR THE EMPLOYEE: The Township will pay one hundred percent (100%) of the cost for an annual physical examination for each Police Employee. This benefit does not extend to or include the Police Employee's spouse or dependent children; and
- (iii) ORTHODONTIC CARE: The Township will provide an Orthodontic benefit under the Dental Plan that will cover the Police Employee, his or her spouse and dependent children that will have a maximum lifetime benefit of Two Thousand and 00/100 dollars (\$2,000.00) available for each covered individual. In calculating the maximum amount available to any covered individual, the amount received from Blue Shield Dental Plan or the like insurer for Orthodontic Care will be included in computing the available amount.
- (iv) DENTAL CARE EXCLUSIVE OF ORTHODONTIC CARE: The Township will provide dental care coverage that is not outlined in this article in the amount of Two Thousand and 00/100 (\$2,000.00) per covered person per year. In calculating the maximum amount available to any covered individual, the amount of benefits received from the Blue Shield Dental Plan, or the like insurer, as outlined above will be included in computing the available amount.
- (v) ANNUAL ALLOWANCE: The Township will pay the cost or expense for health club membership fees, deductibles, co-insurance payments, medical equipment and any other medically necessary health related expenses that are not covered and paid by the insured plans or the managed care programs (H.M.O.; P.P.O.) up to the sum as indicated below per family or individual, as the case may be, in a calendar year. This benefit shall only apply to active Police Employees.
- 2015 - \$1500.00
2016 - \$1850.00
2017 - \$1900.00
2018 - \$1950.00
2019 - \$2000.00.
- (vi) The Township medical reimbursement program does not include or cover the cost of items or services which are required by the Police Employee as a result of an employment-related injury, condition or illness;
- (vii) (a) The Health Care benefits or rights granted in Article 17, which is referred to generally as the "Medical Reimbursement Program" shall be personal to the Police Employee, his or her spouse and covered children. It is agreed that no third person or entity shall derivative rights or claims by, through, or under the Police Employee or any covered family member for payment or reimbursement by reason thereof.

- (b) In addition, the parties agree that drugs and procedures which are considered to be "experimental" and not approved by the Federal Drug Administration for general use will not be covered;
- (c) It is further agreed that any procedure, drug supply, therapy or treatment for which the Police Employee or covered family member is not legally required to pay will not be covered under the Township's Medical Reimbursement Program.

(E) ELIGIBILITY:

- (i) The health care benefit and the "Township's Medical Reimbursement Program" coverage set forth herein will be provided at the Township's expense for each Police Employee, his or her spouse and "dependent children". "Dependent Children" shall be defined to include the children of the Police Employee who are enrolled as full-time students in an accredited learning institution through the age of twenty-two (22) years.
- (ii) The health care benefit and the "Township's Medical Reimbursement Program" that is provided by the Township shall always be deemed to be secondary. The parties agree the "Township's Medical Reimbursement Program" shall not be considered to be primary to Medicare or to any other applicable health care plan of coverage.
- (iii) A retired Police Employee will cease to be eligible for medical coverage provided by The Township if the retired Police Employee obtains full time employment at a new or different job where medical benefits are available from his/her employer, at no cost to the retired Police Employee. In the event a retired Police Employee obtains full time employment at a new or different job where medical benefits are available from his/her employer, but at a cost to the retired Police Employee, the retired Police Employee shall pay the first \$100.00 per month of said coverage; the Township shall pay the cost of said coverage that exceeds \$100.00 per month, but in no event shall the Township pay more than \$100.00 per month for said coverage.

(F) POST RETIREMENT DEATH IN THE SERVICE:

- (i) In the event of the Police Employee being killed or dying in the line of duty or otherwise death is as a result of the Police Employee's service, the Township will provide at its expense the aforementioned "Health Care Coverage", which includes: medical, hospitalization, and major medical insurance, dental, prescription, eye care and the Medical Reimbursement Program, for the spouse and dependent children of the Police Officer who has died or has been killed aforesaid, as is set forth below. CAVEAT: This provision shall not apply in the event the Police Employee commits suicide.

FOR THE SPOUSE: For and during the life of the surviving spouse, or until such time as the spouse shall remarry, whichever event first occurs.

FOR THE DEPENDENT CHILDREN: Until the child attains the age of eighteen (18) years or for so long as the child continues as a full time enrolled student but in no event beyond the age of twenty-two (22) years.

- (ii) As a further condition of the Township's liability hereunder, the surviving spouse shall submit upon request an annual certification to the Township on forms prepared by it, attesting that he or she has not remarried and that the dependent children who are claimed to be covered persons are eligible pursuant to this provision.

(G) POST RETIREMENT COVERAGE:

- (i) A Police Employee who is separated from service by reason of a service-connected disability will be eligible for post-retirement health care as is herein below provided. The health Care Coverage and the "Township's Medical Reimbursement Program" will be maintained by the Township at its expense for the Police Employee, his or her spouse, and dependant children as follows:
 - (a) For a period of ten (10) years; or
 - (b) Should the Police Employee, by reason of a service-related disability, be eligible for disability benefits under the Social Security standard of "Total Disability", i.e. to the extent he or she is unable to engage in any substantial gainful employment, the health care coverage and the Supplemental Health Care Benefit will be extended beyond the ten (10) year period to provide coverage for the duration of the Police Employee's life.
 - (ii) A Police Employee who has rendered twenty (20) years of service or more, or a Police Employee who has rendered five (5) years or more of service and is separated by reason of a non-service related disability shall, from the date of separation or the date of retirement, whichever last occurs, be continued under the Township's health coverage for a period of nine (9) years. The Health Care Coverage and the "Township's Medical Reimbursement Program" will be maintained by the Township at its expense for the Police Employee, his or her spouse and dependent children.
 - (iii) A Police Employee who separates from service with ten (10) years of service or more, or a Police Employee who has less than five (5) years or more of service and is separated by reason of a non-service related disability shall be continued under the Township's health care coverage for the remainder of the calendar month plus an additional three (3) calendar months.
 - (iv) Except where otherwise provided, a Police Employee who separates from service and has less than ten (10) years of service will be provided with health care coverage herein above set forth until the end of the calendar month. Thereafter, such Police Employees and their family members will be permitted to purchase only the Health Care Insurance coverage then provided to the Police Employees at the C.O.B.R.A. rate for a period of up to eighteen (18) months.
- (H) Except as is limited in Section (F) Subsection (iv) above, the Police Employee and his or her spouse and dependent child will be allowed the unrestricted right to "piggyback" on the Township's Health Care coverage and the "Township's Medical Reimbursement Program", provided the insured pays the agreed premium payment monthly, which payment is required to be received ten (10) calendar days before the due date.
- (I) In no event will the Township be required to duplicate or provide the Health Care Plan of Benefits hereinabove set forth when such coverage or comparable coverage is available to the Police Employee, his or her spouse and/or dependent children from any other Employer or from

any other source or Medical Plan if such is provided without cost or expense to the Police Employee or his or her spouse and dependent children.

- (J) The calculation of Township's obligation to provide Post Retirement Health Care commences with the month immediately following the Police Employee's separation from employment (i.e. Retirement) and the time period is not extended or tolled for any reason.
- (K) The health care coverage and the "Township's Medical Reimbursement Program" provided by the Township shall be considered "Secondary" at all times during the "Post-Retirement Period". Such is not intended to be primary insurance or a primary health care benefit plan in the event any covered Person has available to him or her Medical Coverage or there exists any other available health care coverage or insurance.
- (L) In all circumstances, the time limits allowed for continuing benefits to the Police Employee and family members paid by the Police Employee, his or her spouse and/or dependent child(ren) is to be no less than the minimum time provided under the Federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

ARTICLE 18. POLICE EMPLOYEE PENSION AND RETIREMENT PLAN

(A) ESTABLISHED PLAN

- (i) The parties do agree to amend and to revise the Police Employee Pension Plan and Retirement Fund by Ordinance or Resolution. The existing Plan to be revised and made current has been adopted under and pursuant to the Act of May 29, 1956, P.L. (1955) 1804 Section 1, as amended, 53 P.S. Section 767; and 53 P.S. Section 65595 (supp.). The Township has established the Police Employee Pension Plan and Retirement Fund for all full time Police Officers, only, effective December 2, 1957.
- (ii) The Township has established a Police Employee Pension Plan and Retirement Fund which covers all Police Officers who are employed by the Township on a full time basis, so as to provide pension and retirement benefits. The minimum level of benefits has been established by the (Act 600) Act of May 29, 1956, P.L. (1955) 1804 Section 1, *et seq.* as amended, 53 P.S. Section 767, *et seq.*, and The Second Class Township Code, 53 P.S. Section 65595 (supp.).
- (iii) The Pension Plan and Retirement Benefits that are set forth in this Collective Bargaining Agreement are to be set forth in the Revised Ordinance or Resolution that is adopted by the Board of Supervisors.

- (B) **PARTICIPANTS:** All full-time Police Officers shall be members of the Pension Plan and Retirement Fund. It is understood and agreed that part-time Police Officers are not eligible to be included for benefit or participation within the Plan. Should a part-time Police Officer for the Township be subsequently employed by the Township as a full-time Police Officer, there will be no credit allowed for any service that had been rendered by him or her to the Township as a part-time Police Officer.
- (C) **POLICE EMPLOYEE PENSION PLAN CONTRIBUTIONS:** The Contribution to the Police Employee Pension Plan and Retirement Fund that will be required to be made by the Police Employee in order to assure that the Fund remains and continues to be actuarially sound shall be determined as follows:

- (i) The parties agree that for the duration of this Collective Bargaining Agreement, the Police Employees contributions to the pension plan shall be determined as follows:
 - (a) Once the Plan actuary determined the financial requirements of the plan, the police pension plan shall be credited with the full unit value attributable to each police officer. Thereafter, if contributions are still required to maintain the soundness of the Plan in accordance with Act 205, members shall contribute such amount as necessary to meet the net financial requirements of the plan to a maximum of five percent (5%).
 - (b) Employee contributions shall not exceed the minimum percentage required to maintain the Pension Plan's Actuarial soundness.
 - (c) The parties agree that the Police Employees are paid on a cash rather than an accrual basis.
 - (ii) The maximum Police Employee contribution rate in any year of this contract would be five percent (5%) of compensation.
- (D) ACTUARIALLY SOUND: The Township shall contribute sufficient funds into the Police Employee's Pension Plan and Retirement fund in order to maintain and provide the benefits contemplated by this Agreement after credit had been allowed for any State contribution, public contributions, Police Employee contributions, insurance proceeds and any other accretions or interest earned on the principal of the Fund. The Township's obligation will be the amount established by the Plan's actuary that is determined to be essential in order to maintain the Fund actuarially sound in accord with the Act of December 18, 1984, P.L. 1005, No. 205, 53 P.S. Section 895, 101, *et seq.* known as the Municipal Pension Plan Funding Standard and Recovery Act.
- (E) NORMAL RETIREMENT:
- (i) All full time Police Officers who are hired by the Township on or after January 1, 2005 shall be eligible to retire from the Department of Police with a Normal Retirement Benefit upon the completion of twenty-five (25) years of service (i.e. Normal Service), and the Police Employee attaining fifty(50) years of age (i.e. Normal Retirement Age). The Normal Retirement Pension Benefit will then commence on the first day of the month which is either coincident with or which next follows the retirement of the Police Employee and the Police Employee attaining fifty (50) years of age and the completion of twenty-five (25) years of service. For employees hired on or after January 1, 2016, the normal retirement age shall be fifty-four (54).
 - (ii) All full time Police Officers who had been employed by the Township as of January 1, 2005 and who continue in the service of the Township until the requirements necessary for eligibility for benefits hereunder are attained will be eligible to retire from the Department of Police with a Normal Retirement Benefit upon either:
 - (a) the completion of twenty-five (25) years of service (i.e., Normal Service) and the Police Employee attaining fifty (50) years of age (i.e. Normal Retirement Age); or
 - (b) the completion of twenty (20) years of service and the Police Employee attaining fifty-five (55) years of age.

- (c) the Police Employee may select the denominator, i.e. "Service", and the age when the benefit will commence. However, once the Police Employee has commenced to receive Pension benefits, he or she may not later change the denominator used to calculate the benefit.

(F) SERVICE RELATED DISABILITY:

- (i) The Police Employee Pension Plan and Retirement Fund will provide a "service related" disability to each full-time Police Officer who sustains a "Total Disability" as a result of an injury or condition occurring by reason of the Police Employee's employment as a Police Officer for the Township and which would be compensable under the Pennsylvania Worker's Compensation Act or the Pennsylvania Occupational Disease Act.
- (ii) There is no minimum period of service for a Police Employee to be eligible for a "service related" disability pension benefit.
- (iii)(a) A Monthly Pension Benefit will be payable to a Police Employee who sustains a "Total Disability" giving rise to his or her eligibility for a "service related" disability retirement which benefit will be equal to fifty percent (50%) of the Police Employee's "Final Average Monthly Compensation" as is herein defined or fifty percent (50%) of his or her salary at the time the disability was incurred, whichever is greater.
- (b) The Police Employee who is placed on retirement by reason of a service related disability by reason of a work related injury or condition shall not have his or her monthly pension benefit offset or reduced by the amount of any worker's compensation benefits received or paid.
- (c) The Police Employee who is placed on retirement by reason of a service related disability shall not have his or her monthly pension benefit offset or reduced by the amount of any Social Security or Social Security Disability Title II benefits.
- (d) The Monthly Pension Benefit payable by reason of a "service related" disability will commence on the first (1st) day of the month which next follows the month in which the Police Employee is granted an Honorable Discharge under and pursuant to Section 812(1) of the Police Tenure Act, 53 P.S. Section 812(1), by the Board of Supervisors.
- (e) 1) A Police Employee will be deemed to be "TOTALLY DISABLED" under and pursuant to this Section of the Pension Plan when the Police Employee is permanently disabled to the extent he or she is unable to perform the usual and normal functions and duties of a Police Officer as determined by the Board of Supervisors by reason of a disability that has occurred by reason of an injury or condition that has occurred in the course of the Police Employee's employment as a Police Officer for the Township.
- 2) The physical or psychological restrictions or limitations (i.e., disability) imposed upon the Police Employee by reason of such "service related" injury or occurrence may not be "temporary in nature", and, further, the causation may not arise by reason of a "non-service" connected illness, condition or injury.

- 3) The restrictions imposed upon the Police Employee must preclude him or her from performing his or her usual and normal functions and duties (job description) associated with the occupation of a Police Officer, as certified by a physician who is licensed to practice medicine in the Commonwealth of Pennsylvania, or Board certified and accredited.
- (f) A police Employee who seeks but is not granted disability benefits under the Social Security disability Act, may nevertheless be determined to qualify under this Section, should the Board of Supervisors determine with competent medical evidence or opinion that is based upon a reasonable degree of medical certainty, the Police Employee is as a result of the "service related" injury or condition, permanently disabled to the extent he or she can no longer perform the usual and normal functions and duties of a Police Officer (i.e. job description).

(G) VESTING:

- (i) If a Police Employee terminates his or her employment with the Township, or otherwise ceases to be a member of the Department of Police of the Township, whether by reason of his or her transfer to another Department of Police, or to another employer, or by resignation, discharge, firing or for any reason whatsoever prior to vesting in the Police Employee Pension Plan and Retirement Fund, as in hereinafter provided, and unless an authorized leave of absence is duly approved by the Board of Supervisors, that Police Employee will have caused a break in service and will be entitled to a refund of all contributions made by him or her, then on deposit in the Pension Plan or Retirement Fund, plus interest on those contributions computed at the rate of four percent (4%) per annum, compounded annually and calculated with regard to the Police Employee's contribution in such a manner so as to disregard fractional Pension Plan years during which the Police Employee's contributions may have been held in the Plan or Fund. The surviving spouse of a Police Employee who dies before the Police Employee's pension has vested or if no spouse survives or if the surviving spouse subsequently dies, the child or children under the age of eighteen (18) years or, if attending college, under or attaining the age of twenty-three (23) years, of the Police Employee shall be entitled to receive payment of all money which the Police Employee contributed to the Pension Fund, or other increases in value of the Police Employee's contribution to the Pension Fund.
- (ii) A Police Employee who has been employed by the Township and has completed twelve (12) years of continuous service as a full time Police Officer with the Township shall be vested with a Police Employee Pension Plan and Retirement Fund Benefit. Should a Police Employee terminates his or her employment as a Police Officer with the Township, or should he or she cease to be a member of the Department of Police of the Township, whether by reason of his or her transfer to another law enforcement agency, or to any other employer, or by reason of his or her voluntary or involuntary resignation, termination, discharge, removal, furlough or for any reason whatsoever following the completion of twelve (12) years of continuous service and after having achieved vesting hereunder but before attaining the normal retirement age and before completing the normal retirement years of service necessary for a normal retirement pension benefit, as is hereinabove set forth, or otherwise before being eligible for a "service related disability" pension benefit as is herein provided, that Police Employee may not withdraw his or her Police Employee Pension Plan contributions or the interest accrued thereon without the express written consent of the Board of Supervisors.

(iii) However, should the Police Employee be subject to the forfeiture of benefits as is set forth in the Public Employee Pension Forfeiture Act, 43 Pa. C.S.A. Section 1311, notwithstanding vesting and the years of service rendered, the Police Employee will forfeit all Police Employee Pension Plan and Retirement Fund benefits and will be repaid his or her Police Employee Pension Plan contributions as provided in Section (G)(i) of this Article and he or she will not be eligible for any Pension benefit as it will be deemed as though he or she had not vested hereunder.

(iv) The Police Employee who completes twelve (12) years of continuous service as a full time Police Officer with the Township and who does not withdraw his or her Police Employee Pension Plan contributions will be vested hereunder and will be eligible to receive the pro rata pension benefit hereinafter set forth payable from the Police Employee's Pension Plan and Retirement Fund upon his or her attaining the normal retirement age, or upon his or her separation from service and retirement from active service with the Department of Police, whichever event last occurs.

(H) PRO RATA PENSION BENEFIT AVAILABLE UPON VESTING:

(i) Each eligible Police Employee may retire from the Department of Police upon his or her having completed twelve (12) years of continuous service as a full time Police Officer for the Township by providing the Township with ninety (90) days' written notice of the intended date for retirement or separation from service.

(ii) A Police Employee who has been hired on or after January 1, 2005 will be eligible for a normal pension benefit upon the completion of twenty-five (25) years of service and attaining fifty (50) years of age. Hence, in such a case, the "length of service" requirement of twenty-five (25) years (i.e. normal service) shall constitute the denominator used in calculating the proportion of Pension benefits available to him or her under the Plan. A Pro Rata Pension benefit will be available to a Police Employee who renders the minimum number of years of service required to vest his or her pension benefit. Thus, in the event any Police Employee renders twenty-five (25) years of service or less and then he or she retires or separates from service after having attained vesting as hereinbefore described shall have his or her pro rata Pension Plan calculated as follows:

(a) The basic pension benefit described above computed at fifty percent (50%) of his or her "Final Average Monthly Earnings, Compensation and Wages" will be reduced *pro tanto* to a proportion that is equal to the ratio determined by dividing the total number of years of full time service rendered by the Police Employee with the Township (numerator) by twenty-five (25) years, the minimum years of service required for a normal pension benefit (denominator).

(b) The ratio will then be multiplied by fifty percent (50%) of The "Final Average Monthly Earnings Compensation and Wages" in order to determine the Pro Rata Monthly Pension Benefit payable upon the Police Employee Attaining the age of fifty (50) years, the minimum normal retirement age for those Police Employees hired on or after January 1, 2005. For example, a Police Employee who renders twenty(20) years of service will be eligible for a pro rata monthly pension benefit as follows:

$$20 \text{ years of service} \div 25 \text{ years of required service} = 20/25 = 4/5$$

Assume: Final Average Monthly Compensation (i.e. "FAMC") = \$2,000

Monthly Pension Payable at age 50 years $= 4/5 \times 50\% = 4/5 \times 1/2 = 4/10$ or forty percent (40%) of "FAMC". $40\% \times \$2,000.00 = \800.00 monthly

(iii) A Police Employee who had been employed as of January 1, 2005 and who thereafter continues in the employ of the Township as a full time Police Officer will be eligible for a Normal Retirement pension benefit upon completion of either:

- (a) Twenty-five (25) years of service and attaining fifty (50) years of age; or
- (b) Twenty (20) years of service and attaining fifty-five (55) years of age.

Hence, that Police Employee may elect as the denominator either: twenty-five (25) years or twenty (20) years of service, which election will be dependent upon the selection of the age that the monthly Pro Rata pension benefit is to commence. If the Police Employee wishes to collect the pension benefit made payable to him or her sooner than upon his or her attaining fifty (50) years of age, the pro rata pension benefit will be determined by using as a denominator the Normal Retirement service requirement, that is, twenty-five (25) years of service.

Once a pro rata pension benefit is selected and a pro rata pension payment is made before the Police Employee attains age fifty (50) years, the Police Employee may not later change the denominator to twenty (20) years of service merely because he or she has attained the age of fifty (50) years.

- (I) **NON-SERVICE RELATED DEATH:** Should a Police Employee die while employed by the Township by reason of a non-service related death, and the Police Employee has rendered twelve (12) years or more of full-time service, the Pension Benefit has vested. In that event, should the Police Employee leave a spouse or dependent children to survive him or her, the Pro Rata Pension benefit that would be payable to the spouse from the pension will be increased from fifty percent (50%) to one hundred percent (100%) of the amount of the Police Employee's Pro Rata Pension benefit which shall be paid until the surviving spouse attains the age of sixty-five (65) years, whichever event first occurs. Upon the Spouse attaining the age of sixty-five (65) years, the surviving spouse's monthly pension benefit will then be reduced to fifty percent (50%) of the Police Employee's Pro Rata Pension benefit.

Should the Police Employee die and there is no surviving spouse, but there are dependent children, the dependent children will be eligible to receive one hundred percent (100%) of the pro rata pension benefit earned by the deceased Police Employee which increased pension benefit will be paid as herein provided until such time as they cease to qualify.

The Non-Service Related Death Pension benefit authorized in this Section (I) will commence the first day of the month which next follows that month in which the Police Employee has died.

- (J) **DEATH BENEFITS: SURVIVING SPOUSE – DEPENDENT CHILDREN:**

- (i) Except as otherwise provided, upon death of the Police Employee, the surviving spouse of the Police Employee will be paid fifty percent (50%) of the Normal Retirement Monthly Pension Benefit that the Police Employee would have received had he or she retired, or, if retired, what he or she had been paid, as of the date of the Police Employee's death. This surviving spouse Pension benefit will continue until the death of the surviving spouse.

- (ii) (a) Should the Police Employee die and there be no surviving spouse, or should the surviving spouse subsequently die, the survivor's pension benefit equal to fifty percent (50%) sum of the Normal Retirement Monthly Pension benefit will then be paid to the eligible "child" or "children" of the deceased Police Employee until the child attains the age of eighteen (18) years or, if attending college, until attaining the age of twenty-three (23) years.
- (b) In addition to the spousal pension benefit provided in Section (J)(i) above, each eligible child of the deceased Police Employee who is under the age of eighteen (18) years shall be paid, until the child attains the age of eighteen (18) years, a pension benefit that is equal to ten percent (10%) of the deceased Police Employee's pension benefit, which sum may be distributed to the Guardian of the child nominated by the Police Employee who may also be the parent of the eligible child; if no one has been nominated by the Police Employee, then to the lawful Guardian of the child.
- (c) For the purpose of Article 18, the phrase "attending college" shall mean the eligible children are registered at an accredited institution of higher learning and are carrying a minimum course load of seven (7) credit hours per semester.
- (iii) Except for the Cost of Living Adjustment, the total maximum monthly survivors' pension benefit payable to both the surviving spouse and the children of the deceased Police Employee is one hundred percent (100%) of the monthly pension benefit that would have been paid to the Police Employee had he or she lived and qualified for a pension as of the date of death.
- (iv) The payment hereunder will commence as of the first day of the month which next follows:
- (a) The date on which the Police Employee's death occurs;
- (b) For the deceased Police Employee's children, the date on which a qualifying spouse dies.
- (v) As each child of the deceased Police Employee ceases to be eligible for the Pension benefit herein provided, that child's share will then become payable to the remaining eligible children of the deceased Police Employee who do qualify hereunder. It is understood that the monthly pension formerly paid to the Guardian of the Estate of an eligible child of the deceased Police Employee who either dies or attains the age of eighteen (18) years, will then be allocated among the remaining surviving eligible children so that the monthly Survivor's Pension benefit of the remaining eligible children of the deceased Police Employee will be increased in equal per capita shares, provided, however, that no such increased benefit may exceed the monthly pension which would be payable hereunder. The aggregate monthly pension benefit payable to the deceased Police Employee's eligible children under this Section shall not exceed the monthly spousal benefit that either had been paid to the surviving spouse or would have been payable.
- (vi) Further, any child *en ventre sa mere* at the time of the Police Employee's death who is thereafter born to the surviving spouse of the Police Employee will be considered an eligible "child" hereunder from the date of his or her birth and such after born child will be eligible for inclusion in the monthly survivor's benefit hereinabove provided.

(vii) Upon the death of a Police Employee, not in service, who has not rendered twelve (12) or more years of full time service and, therefore, not vested his or her pension benefits the surviving spouse or if no spouse survives or if the surviving spouse subsequently dies, the child or children under the age of eighteen (18) years or, if attending college, under or attaining the age of twenty-three (23) years, of the Police Employee shall be entitled to receive payment of all money which the Police Employee contributed to the Pension Fund, or other increases in value of the Police Employee's contribution to the Pension Fund, plus interest on those contributions computed at the rate of four percent (4%) per annum, compounded annually and calculated with regard to the Police Employee's contribution in such a manner so as to disregard fractional Pension Plan years during which the Police Employee's contributions may have been held in the Plan or Fund.

(K) MINIMUM BENEFIT: If a Police Employee is not survived by a qualifying surviving spouse or eligible child and the death benefits payable pursuant to the provisions of this Article leave undistributed and remaining additional contributions made by the Police Employee into the Pension Plan or Retirement Fund that have not been distributed prior to the Police Employee's death, the aggregate of all contributions made by the Police Employee prior to his or her death together with interest thereon computed at the rate of four percent (4%) per annum, compounded annually from the Plan year of the Police Employee's death or retirement, whichever is first to occur, will then be paid to the Police Employee's designated beneficiary. This payment represents a death benefit that is equal to the excess of the deceased Police Employee's Pension contributions together with interest as above computed existing at the deceased Police Employee's retirement date over the aggregate of the benefits paid to the Police Employee, as well as to his or her surviving spouse and eligible children as of the date of the Police Employee's death or of the cessation of the spouse's or dependent children's benefits, whichever is last to occur.

(L) ELIGIBILITY FOR MORE THAN ONE (1) PENSION PLAN BENEFIT:

In the event a Police Employee or eligible participant qualifies for more than one (1) form of Police Employee Pension benefit that is herein provided, he or she will be entitled to elect and be paid the maximum Pension benefit that would be payable to him or her under the circumstances. It is understood and agreed that only one (1) form of Pension Benefit will be paid to any participant.

(M) POLICE EMPLOYEE WHO IS KILLED IN THE LINE OF DUTY:

The surviving spouse or eligible children, if any, of a Police Employee who is killed in the line of duty will be eligible to receive a killed-in-service death benefit to be funded by the Commonwealth of Pennsylvania under Act 51 of 2009. The killed-in-service benefit shall be equal to the monthly salary of the deceased Police Employee, adjusted annually for the cost of living. Should the surviving spouse die, or should the Police Employee die without having a surviving spouse to survive him or her, then in that event, the eligible "children" of the deceased Police Employee shall be paid the full Act 51 benefit that would have been payable to the surviving spouse of the deceased Police Employee.

(N) LENGTH OF SERVICE INCREMENT:

- (i) Police Employees who have rendered more than twenty-five (25) years of credited service shall receive a length-of-service increment of fifty and 00/100 dollars (\$50.00) per month for each year of credited service in excess of twenty-five (25) years, up to a maximum length of service increment of One Hundred and 00/100 dollars (\$100.00) per month.
- (ii) Upon completion of the twenty-sixth (26th) year of credited service, the Police Employee will receive the maximum length of service increment which will be added to his or her basic monthly pension of One Hundred and 00/100 dollars (\$100.00). The provision shall not duplicate and is not to be paid in addition to the length of service increment provided in Section N, Subsection (i) above.
- (iii) In the event that legislation is passed allowing a Township of the Second Class to increase the length of service increment in excess on one hundred dollars (\$100.00), as is currently permitted in cities of the Third Class (See 53 P.S. §39322(b)(6), the parties agree to immediately commence negotiations to increase the amount of the length of service increment up to the maximum allowed by said statute. It further acknowledged and agreed that only this item may be negotiated during an unexpired term of a Collective Bargaining Agreement or Act 111Award.

(O) COST OF LIVING ADJUSTMENT:

- (i) Each March, all eligible participants who are recipients of pension and disability benefits under the Police Employee Pension Plan and Retirement Fund and who have been eligible to receive Pension benefits for twelve (12) months or longer, inclusive of March 1 of the year in which the "C.O.L.A." adjustment herein provided is to be made, shall have their monthly pension benefit increased by the percentage which the "Consumer Price Index of the Philadelphia Metropolitan Region", hereafter known as the "C.P.I.", established through the office of the United States Department of Labor, or any successor agency, has increased during the previous calendar year.
- (ii) In no event shall the pension benefit be increased by reason of a "C.O.L.A." adjustment in an amount that is more than five percent (5%) in any one (1) calendar year.
- (iii) In the next following years, a similarly computed cost of living adjustment or increase to the extent of the "C.P.I." of the preceding calendar year will occur, and so on, from year to year until the monthly pension benefit payment has been increased up to the maximum authorized "C.O.L.A." adjustment.
- (iv) The maximum "C.O.L.A." adjustment to each monthly pension benefit shall occur when the monthly pension is equal to seventy-five percent (75%) of the "Final Average Monthly Compensation," that was used in computing the participant's retirement benefit. In the event that a pro rata pension benefit is being paid to a retired Police Employee and the monthly pension benefit is less than forty-five percent (45%) of the Police Employee's "Final Average Monthly Compensation", the maximum increase in the monthly pension benefit by reason of the cumulative cost of living adjustment (C.O.L.A.) will be thirty percent (30%) of the "Final Average Monthly Compensation" that was used in order to calculate the basic monthly pension amount.

- (P) **FINAL AVERAGE MONTHLY COMPENSATION:** The total of the Police Employee's earnings, compensation and wages earned or payable in the final thirty-six (36) months of service divided by thirty-six (36). The term "compensation" shall include base wage pay or salary, overtime pay, vacation pay, longevity increment pay, shift differential, holiday pay, educational increment pay, sick pay, incentive pay, Annuity Pay or Deferred Compensation, Court time and on-call pay, as well as any other direct monetary compensation, excluding however, reimbursed expenses, non-monetary compensation such as fringe benefits paid by the Township, and other payments in lieu of expenses.
- (Q) **MILITARY SERVICE CREDITS:** The Police Employee will be authorized to obtain both intervening and non-intervening military service pursuant to 53 P.S. Section 770.
- (R) **DEFERRED RETIREMENT OPTION PLAN:** The Township agrees, with the cooperation of the WPBA, to create, maintain, and operate a separate Deferred Retirement Option Program (DROP), consistent with and not in violation of applicable IRS statutory and regulatory provisions and all provisions of Pennsylvania Act 600 and Pennsylvania Act 205 effective as of February 1, 2005. The provisions of the DROP are to be set forth in an Ordinance that is adopted by the Board of Supervisors.

DROP shall be an optional retirement program in which an eligible member of the pension plan may elect to participate, deferring receipt of normal retirement benefits while continuing employment with Warminster Township without the loss of any other employee benefits. DROP is designed to allow a Police Employee to accumulate a lump sum cash amount for retirement by establishing his or her normal retirement benefit as of the date that he or she becomes a DROP participant. Under DROP, the Police Employee effectively makes a decision to "retire" with respect to the Pension Plan only, yet continues to work as an active Police Employee.

DROP shall be implemented under the following terms and conditions:

- (i) Eligibility: Any active Police Employee who has reached the age of fifty (50) years and has twenty-five (25) years of service shall be eligible to participate in DROP at his or her option in conformance with this Agreement and after providing at least thirty (30) days written notice to the Employer, Warminster Township.
- (ii) Entry into DROP: Election to participate by an eligible Police Employee shall be made on any date within the length of this Agreement and following the date on which the Police Employee fulfills the minimum age and service requirements for normal retirement under the Pension Plan. Once a Police Employee commences participation in DROP, he or she may not choose to end participation in DROP and resume contributions to the Pension Plan.
- (iii) Request to Enter and Enrollment Forms: Election to participate shall be made by completing the required request and enrollment forms, which shall show the entry date into DROP, the deferred retirement date for the term chosen by the Police Employee and the calculated retirement benefit amount. The deferred retirement date shall not exceed sixty (60) months from the date of enrollment and entry into DROP. The enrollment forms shall be created by the Township and approved by the WPBA and said approval shall not be unreasonably withheld, and shall include a disclaimer of liability with respect to any tax consequences or investment performance related to a Participant's DROP account.

- (iv) The Length of DROP: The DROP term shall be for a period of not less than twelve (12) months and not more than sixty (60) months from the date of entry. Once enrolled for a period of twelve (12) months in DROP the participant can end his/her participation at any time, but no later than sixty (60) months from date of entry. If an employee ends his or her participation in the DROP Program during the DROP term, such action shall constitute a voluntary resignation from employment. Participation in DROP does constitute a guarantee of employment for the DROP term, nor does the Township waive the right to take disciplinary action, including termination, during the DROP term for any lawful reason set forth in the Police Tenure Act.
- (v) Retirement Status and Pension Contribution: Once enrolled in DROP, the participants shall be retired under the Pension Plan for the purpose of calculating pension benefits and all compensation to be redeemed and/or paid under the Collective Bargaining Agreement upon a Police Employee's retirement, but not for the purpose of employment with the Warminster Police Department. The DROP participant shall continue to receive all other employee benefits and programs as set forth in the Collective Bargaining Agreement. Once a Police Employee enters DROP, he or she shall no longer be required to make contributions to the Pension Plan, nor shall he or she be eligible for any further pension benefits other than the pension benefit determined in Paragraph (vi), Retirement Rate.
- (vi) Retirement Rate: Payments to DROP will be made at the participant's calculated monthly retirement benefit amount, determined by Article 18 of the Collective Bargaining Agreement at the date the Police Employee enters DROP. Payments shall be sent to the DROP participant's account with the Investment Manager on a monthly basis. Payments to DROP shall be increased pursuant to the Cost of Living Adjustments as set forth in Article 18 of the Collective Bargaining Agreement.
- (vii) Payout: Upon termination date set forth in the Participant's enrollment form, unless a voluntary or involuntary termination occurs sooner, the pension benefits payable to the Participant or Participant's beneficiary, if applicable, shall be paid to the Participant or Beneficiary and shall no longer be paid to the Participant's DROP account. Within thirty (30) days following termination of a Participant's employment, the Participant shall provide instructions to the Investment Manager mutually selected by the Township and WPBA (as described below) regarding the desired disposition of the balance in his or her DROP account. It is understood by the parties that each Participant must obtain his or her own professional legal and/or tax advice to determine and analyze the propriety and impact of his or her desired disposition of the DROP account balance under state, federal and local tax laws. The Township assumes no responsibility in this regard whatsoever, and the DROP enrollment form shall contain this disclaimer of liability and must be acknowledged by each Participant upon enrollment.
- (viii) Administration: DROP accounts shall be administered by Investment Manager(s) who shall be mutually selected by the Township and WPBA. The cost and fees associated with the management and administration of the DROP shall be paid exclusively by the DROP participant. The DROP participant shall be solely and exclusively responsible for all risks associated with his or her account with the Investment Manager. The Township shall have no responsibility or liability for the performance of a Participant's DROP account, and the enrollment form required of each Participant shall require an acknowledgement of this disclaimer.

- (ix) Tax Consequences: The Union acknowledges on behalf of all officers and DROP-eligible participants that the Township has made no representations regarding the manner in which DROP accounts must be treated for federal, state or local tax purposes and that the Township shall bear no responsibility, financial or otherwise, for any tax consequences to the DROP Participants. It is understood that any consequences, including any fines or penalties, as well as any professional legal and/or tax advice which may be appropriate, shall be the sole and exclusive responsibility of each DROP participant.
- (x) Disability Issues: If a Police Employee becomes temporarily disabled during his or her participation in DROP, the Police Employee shall receive disability pay in the same amount as Police Employees that are not participating in DROP. If, while a Police Employee is enrolled in DROP and he or she is injured, to the extent that he or she is "TOTALLY DISABLED" from performing police work for Warminster Township as defined in Article 18 (F) of the Collective Bargaining Agreement, the Police Employee shall be retired. Participation in DROP shall terminate and distribution of accumulated pension benefits shall be dispersed to Retiree in accordance with IRS regulation, as well as applicable state, federal and local laws. Further, the participant's pension shall be reclassified as a Service Related Disability Pension and paid directly to the DROP participant or his/her beneficiary. No period of disability shall postpone the deferred retirement date set forth on a Participant's enrollment form.
- (xi) Survivorship Options: If a DROP participant dies during his or her participation period, all funds in that participant's account shall be disbursed to the participant's beneficiary or beneficiaries listed in the DROP enrollment form. Upon the death of a DROP participant, either during or following his or her DROP term, the death and survivor benefits will be payable by the Pension Plan in accordance with Article 18 (I) and (J), with the stipulation that the monthly pension benefit upon which survivorship calculations are determined shall be that amount determined by Retirement Rate in Paragraph (vi) above. If a DROP participant is killed in service the named beneficiary of a DROP participant shall be entitled to apply for and receive a recalculation for payment pursuant to Article 18 (M) of the Collective Bargaining Agreement.
- (xii) Conflict with Existing Laws: It is the intention of the parties that DROP shall be interpreted, if possible, to be consistent and not in conflict with any provision of the Constitution or statutes of the Federal Government or the Commonwealth of Pennsylvania. If, after DROP is instituted, the Internal Revenue Service, any agency of the Commonwealth of Pennsylvania, the Pennsylvania Commonwealth Court, and/or Pennsylvania Supreme Court issues an official opinion, pension audit finding or pension audit observation indicating that any benefit or component of this DROP is in conflict with Pennsylvania law, the Township and WPBA agree to bargain in accordance with Act 111 over deletion of this benefit or component. In the event any such opinion, audit finding or observation relates specifically to the disability pension provisions under Paragraph (x), above, the relevant provision shall be rendered void, and the parties shall immediately commence effects bargaining on that issue. If legislation is passed in Pennsylvania established a DROP plan, it is the intent of the parties that the Warminster Township Drop plan should conform to said legislation. The parties further agree to commence bargaining if necessary to resolve any logistical obstacles that may arise in connection with initially implementing the DROP accounts as described herein.

ARTICLE 19. SHOES, CLEANING ALLOWANCE AND UNIFORMS

- (A) An annual clothing allowance of One Thousand and 00/100 dollars (\$1,000.00) will be established for each police officer.
 - (i) In the first full pay period in May of each year, each police officer will be paid a \$500.00 maintenance allowance for cleaning uniforms and clothing.
 - (ii) The remaining Five Hundred and 00/100 dollars (\$500.00) will be placed on account for each police officer. These monies may be used to purchase authorized uniforms and equipment, after their initial issuance by the Township, from authorized vendors for the individual police officer. The purchase of ballistic vests/body armor shall continue to be incurred by the Township outside of this article on a schedule recommended by the manufacturer of the vest.
 - (iii) Any monies remaining in each police officer's individual uniform account will be paid to that police officer in the first full pay period of December.
- (B) ANNUAL CLOTHING ALLOWANCE: Plainclothes Police Officers shall receive an annual clothing allowance of One Thousand and 00/100 dollars (\$1000.00). This payment will be made in the first full pay period of January.
- (C) The Township will provide each Police Officer, without cost or charge, with adequate uniforms, weapons, leather goods, outerwear, rain gear, or foul weather gear, ammunition and safety equipment, including bullet proof vests, etc. subject to reasonable rules and regulations.
- (D) The Township will also provide to each Police Officer an annual allotment of Two Hundred Fifty and 00/100 dollars (\$250.00) per year for shoes and boot gear, which sum shall be payable in the first full pay period of each May.
- (E) All the amounts specified in the previous section of this Article will be pro-rated in the Police Employee's first calendar year so as to calculate from the month of the recruit's date of hire divided by twelve (12) months.

ARTICLE 20. LONGEVITY PAY

All full-time Police Employees shall earn an annual longevity payment in the amount of Eight Hundred and 00/100 dollars (\$800.00) per year for each five (5) years of continuous service in addition to the regular salary. The longevity pay is to be paid in the first full pay period in January of each year.

ARTICLE 21. SICK LEAVE

- (A) SICK LEAVE: Each Police Employee shall be compensated at the base wage rate for all of the regularly scheduled work days he or she would have otherwise have worked during which the Police Employee suffers from a bona fide injury, condition or illness which prevents the Police Officer from performing his or her duties.
- (B) In order to receive sick pay, a Police Employee may be requested to substantiate his or her injury, illness or condition and establish that it prevented him or her from working. The Police Employee will not be required to produce a doctor's certification or statement unless he or she is absent for three (3) work days or more. For absences of three (3) work days or more, such

substantiation must include a written certification by a licensed physician who examined the officer during the illness. Police Employees who are out of service by reason of sick leave will normally be expected to be at home. Police Employees will be subject to visits and/or telephone calls between the hours of 7:00 a.m. and 11:00 p.m. by supervisory personnel (i.e., a Police Employee with a rank or acting rank higher than patrol officer), as designated by the Chief of Police or his/her designee.

(C) ABUSES OF SICK LEAVE:

- (i) Any cases involving abuses to the sick leave policy will be subject to disciplinary action up to and including discharge.
- (ii) When a Police Employee is out of service for three (3) consecutive work days, a doctor's certificate attesting to the Police Employee's sickness and inability to work will, upon request, be presented to the Chief of Police or his or her designee and when produced, will be prima facie evidence of a bona fide illness.
- (iii) Minor use of sick leave will be reviewed by the Chief of Police or his/her designee to determine if a pattern of use is occurring (e.g., sick leave regularly being taken on Friday, Saturday, Sunday). If it is determined that a pattern of use is occurring, the Police Employee will be required to produce a doctor's certificate attesting to the Police Employee's sickness and inability to work will be required after one (1) day's absence.
- (iv) In the event that the Police Employee is out sick or injured, which lost time is non-service related, for a period of two (2) or more consecutive months, the Police Employee's Vacation Pay, as set forth in Article 11, above, shall be reduced as follows:

<u>Number of Months on Sick leave</u>	<u>Forfeited Vacation Pay</u>
2 months	1 week
3 months	1 week (2 weeks total)
4 months	1 week (3 weeks total)
5 months	1 week (4 weeks total)
6 months	1 week (5 weeks total)
7 months	4 personal days (5 weeks total + 4 personal days)

In the event that the Police Employee does not have sufficient Vacation days and/or personal days to forfeit, the reduction shall carry over into the next calendar year.

(D) INCENTIVE PROGRAM:

- (i) The Township and the "WPBA" seek to minimize the use of sick time and do hereby provide for an annual incentive pay benefit of seventy-two (72) hours. The Incentive Program will be based on the Fiscal period of December 1 through November 30.
- (ii) The Township will pay each Police Employee with one (1) year of service and upwards an annual lump sum incentive payment in the first full pay period of December a maximum of seventy-two (72) hours at the base wage rate. The Township will reduce the incentive payment by one (1) work day for each work day during the "Incentive Period", that is, between December 1 through November 30, that the Police Employee reported out sick or injured which lost time is non-service related.

- (iii) Any Police Employee who retires or terminates his or her employment prior to November 30 of each year will have this incentive pay benefit adjusted pro rata.

ARTICLE 22. MILEAGE REIMBURSEMENT AND MEAL ALLOWANCES

- (A) Any Police Employee who is required to use his or her personal vehicle for Police related business shall be reimbursed therefore at a maximum rate per mile authorized under regulation issued by the Internal Revenue Service, plus any necessary tolls or parking fees.
- (B) It is understood that the travel reimbursement benefit does not include the commute between the Police Employees residence and the Police headquarters' building in order to report for routine work duty, i.e. street patrol.
- (C) The Township will pay for meal reimbursement anytime a Police Employee is away from the Township in order to work on Police business for four (4) hours or more. The maximum daily allowance will be in accordance with the current IRS Regulation and will be adjusted so as to conform with the amounts allowance under law for the applicable region, e.g. more costly metropolitan regions such as New York City. It is understood that during the duration of this Agreement, the meal reimbursement allocation in the "Local" region is established at Ten and 00/100 dollars (\$10.00) per meal. It is understood that this does not include travel to Doylestown for Court appearances.

ARTICLE 23. CONDITIONS

The Township will provide Police Employees with Police Vehicles that have as standardized equipment air conditioning and heaters.

ARTICLE 24. REIMBURSEMENT PERSONAL LOSS

The Township will reimburse each Police Employee for the loss of personal property or equipment by reason of damage or vandalism or theft or casualty occurring in the line of duty in an amount not to exceed Two Hundred and 00/100 dollars (\$200.00), per incident.

ARTICLE 25. LEAVE OF ABSENCE

- (A) **MILITARY SERVICE:** The Chief of Police shall grant leave with pay for up to fifteen (15) working days per annum to regular full-time Police Employees for the purpose of military service or Reserve Duty in the armed forces, or for the purpose of undergoing reserve training duty in the armed forces; leave shall be reported to the Township Manager.
- (B) **JURY DUTY:** Police Employees on jury duty will receive their normal pay for scheduled work days that are spent on the jury panel. The Police Employee shall remit the payment received from the Court to the Township Finance Department less any amount included for travel allowance or expense reimbursement.
- (C) **CONFERENCES AND OTHER MEETINGS:** Police Employees may, upon written request, be excused from regularly scheduled work tours in order to attend various conferences and official meetings regarding Township business. Attendance at such meetings will be considered as time on duty, provided the proper advance approval is obtained.

- (D) **BEREAVEMENT PAY:** A Police Employee will be granted a bereavement leave and may use from the day of death to the day after the funeral as authorized leave with pay upon the death of a spouse, parent, child, step-child, brother, sister, mother-in-law, father-in-law, grandparent, or grandchild.

Compensation will be paid under this Article only for the regularly scheduled workdays the Police Employee is absent. The maximum number of work days shall not exceed five (5) days.

- (E) **LEAVE OF ABSENCE WITHOUT PAY:** The Police Chief, with the approval of the Township Manager, may grant a leave of absence to a Police Employee upon review of a written request submitted by the Police Employee or on behalf of the Police Employee, without pay. A single period of time for a leave of absence without pay may not be for more than twelve (12) months.

ARTICLE 26. EDUCATIONAL INCENTIVE PROGRAM

- (A) All Police Employees will earn the following Police-related educational credit bonus, as a percentage of base salary according to rank, and which will be computed as follows:

<u>Police Related Credits</u>		<u>Base Salary</u>
(i)	0-29 credits	-0-
(ii)	30-59 credits	2%
(iii)	60-89 credits	3%
(iv)	90 credits or more	4%
(v)	Bachelors Degree or the equivalent from an Accredited College or University	5%
(vi)	Masters Degree	6%

- (B) **TUITION REIMBURSEMENT:** Each Police Employee shall be reimbursed by the Township for tuition, fees and books for accredited college courses. The maximum reimbursement from the Township is established to be Four Thousand and 00/100 dollars (\$4,000.00) per calendar year. Police Employees who wish to qualify for the reimbursement must:

- (i) Apply prior to their enrollment in a college course or program and receive approval from the Chief of Police and the Township Manager, or his or her designee;
- (ii) Complete the course with a grade of "C" (2.0) or better and provide evidence thereof. Participation in this program shall be entirely on the Police Employee's own time and attendance will not be considered as being on paid time.

- (C) Those Police Employees who have completed the level of Police related course credits set forth in Section (A) above shall continue to receive each year the annual education bonus percentage and will also be eligible to receive the tuition reimbursement. Those Police Employees hired after the date of this agreement may utilize the education incentive, as outlined in section (A)(i), or the Tuition Reimbursement, as outlined in section (B). Once a college course has begun the education incentive shall cease until the completion of said course obligation (ex. First day of class through the last day of actual class). If the Police Employee fails to satisfactorily complete the course as outlined to receive reimbursement the Township shall pay the education incentive, as outlined in Section (A)(i), as if uninterrupted retroactively.

- (D) In the event the Police Employee voluntarily separates from service within five (5) years from the date of the reimbursed course, the Police Employee will be required to repay a pro-rata share to the Township equal to the amount received times the ratio of number of years needed to reach five (5) years divided by five (5). Example: Police Employee resigns two (2) years after receiving the maximum reimbursement, the Police Employee would have to reimburse the Township \$2,400 (\$4,000 x 3/5).

ARTICLE 27. PAST PRACTICES

- (A) No established past practice as defined below may be modified or eliminated during the term of this Agreement except by mutual agreement of the parties. An established past practice shall be a substantive or procedural benefit which is not set forth in this agreement, the Police Duty Manual, the Township Personnel Manual or by statute and which:
- (i) Provides a tangible benefit to officers;
 - (ii) Has been consistent, continued and uniform; and
 - (iii) Is either evidenced in writing or can be proven by clear and convincing evidence.
- (B) (i) The parties hereto agree to develop a "Side Letter Agreement" so as to attempt to identify all "past practices" with the goal of defining the scope of substantive benefits which may arise outside of this contract. It is understood that all such "past practices" may not, by their nature, be identifiable and exhaustive, but every reasonable effort will be made in order to itemize and make these as specific as possible so as to make such items known and brought to the attention of the Township.
- (ii) The parties hereto also agree to utilize the "meet and discuss" provisions to identify and confirm the existence of as many "past practices" as possible.
- (iii) The "Side Letter" shall be presented by the "WPBA" to the Township Manager, or his or her designee, by November 30, 1995.
- (C) The term "past practices" does not include health care coverage and benefits. The parties intend that the Collective Bargaining Agreement will set forth the Township's obligations with respect to Health Care Coverage and Supplemental Health Care benefits, i.e. Medical Reimbursement Program referred to in Article 17 of this Agreement.

ARTICLE 28. NO LOCK OUT

Neither the "WPBA", its officers or agents, nor any Police Employee directly or indirectly, shall instigate, encourage, authorize, ratify or participate in any strike against the Township.

A strike is defined as a Police Employee's refusal, in concerted action with others, to report to duty, or to be willfully absent from work, or the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, with the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges or obligations of employment.

The Township will not engage in any "lock out" activity against the Police Employees in this unit during the term of this Agreement.

ARTICLE 29. RESIDENCE

Police Employees covered under this Agreement shall be required to reside within a twenty-five (25) mile radius of the intersection of York Road and Street Road, Township of Warminster, Pennsylvania, except by special permission of the Board of Supervisors. Any new Police Employee shall be allowed One Hundred Eighty (180) days upon the expiration of his or her probationary period within which to comply; should the Probationary Police Employee fail to comply and he or she does not receive a written extension within which to comply from the Township, he or she will be discharged from employment.

ARTICLE 30. POSITIONS FILLED IN TEMPORARY OR ACTING CAPACITY

A Police Employee who serves in a higher rank classification, excluding the rank of Corporal, will be compensated for all time worked in that higher rank classification at the base hourly wage rate allocated for the higher rank position. The Chief of Police will select the best qualified Police Employee for assignment to the temporary or acting position.

ARTICLE 31. LEGAL DEFENSE

The Township will provide each Police Employee with insurance coverage from any liability arising under the civil rights law or for any liability arising out of the performance of his or her duties as a Police Officer including the cost of legal defense in such proceedings affecting such Police Employee. The Township need not pay for any legal defense incurred when criminal prosecution results in a conviction of the Police Employee.

Should the Police Employee be subject to claim, suit, investigation or prosecution by reason of his or her employment functions or duties and he or she is not convicted or does not enter a plea of *nolo contendere* or accept ARD placement, the Township will reimburse the Police Employee for the reasonable legal fees and expenses incurred to defend or provide the representation as provided below.

The Police Employee shall be permitted to select any attorney from the list of preapproved attorneys. The Township will have the right to approve the list of attorneys and the legal fee. However, the Township will not be liable for any legal fee billed in excess of One Hundred Fifty and 00/100 dollars (\$150.00) per hour or for time that is spent beyond what will be considered reasonable using objective criteria. Any dispute respecting the legal fee charged or claimed shall be submitted for resolution to the Fee Disputes Committee of the Bucks County Bar Association, which outcome shall be final and binding. Any attorney selected by the Police Employee under this Article must agree to this section as a condition to approval.

ARTICLE 32. DEFERRED COMPENSATION PLAN – SECTION 457, I.R.C.

- (A) The Township being authorized by the Act of March 30, 1811, P.L. 145, 5 SmL. 228, Section 8.1 – 8.3, added July 18, 1974, P.L. 472, No. 168, Section 2, as amended, 72 P.S. Section 4521.1 – 4521.3 (supp.), agrees to defer a portion of the Police Employee's compensation in accordance with Section 457 (b) of the Internal Revenue Code, 26 U.S.C. Section 457. The Township may self-administer the deferred compensation program, deposit the funds in a custodial bank and may purchase government bonds, mutual funds shares or the Township may contract with a private corporation or financial institution or organization for administrative services and to serve as the Fund Manager on behalf of the Township of funds deferred under the Plan on behalf of any eligible individual.

- (B) In accordance with Subsection (e) of the Act, the deferred compensation program shall be in addition to and not part of the Police Employee Pension Plan and Retirement Fund. Income deferred under this program shall continue to be included as regular compensation for the purpose of computing deductions for Police Employee contributions to the Pension Plan and for the purpose of computing retirement and pension benefits earned by the Police Employee in the calendar month paid. Further, income which is deferred under this program is currently subject to taxes imposed on earned income and/or wages by the Commonwealth of Pennsylvania and its local taxing authorities and such income shall be includable as regular compensation for the purpose of computing the amount of such taxes to be withheld and/or paid.
- (C) The Police Employee may not defer more annual gross income than the percentage of the amount permitted by Federal Law including any permissible "catch up" provision and any future change in percentage amount established by Federal Law.
- (D) This plan shall be qualified and conform to the provisions of Section 457, Internal Revenue Code, 26 U.S.C. Section 457, and the regulations adopted pursuant thereto.
- (E) The Township, through its Board of Supervisors, or the professional manager selected by the Board, will establish standards and criteria to assure compliance with the Act and code provisions. Withdrawals shall be authorized upon separation from service from the Department of Police, the "total disability" of the Police Employee, an "emergency need" within the definition of Internal Revenue Service Revenue Rulings, or upon the Police Employee attaining the age of fifty-nine and one-half (59 ½) years. The Police Employee may not borrow against the funds within the Plan. The Police Employee may not sell, assign, transfer, convey or pledge the right to receive any payments for any fund balance to his or her credit that may be accrued under this plan.
- (F) All funds which shall be withheld or deferred by the Township in accordance with this Plan shall remain an asset of the Township in a special fund until such time as the funds are distributed to the participant. Any interest earned on such funds shall be allocated to the Township and credited to the accounts of the Police Employees who are then participants in the Plan unless the interest is used to defray administrative costs and fees which would otherwise be required to be borne by Police Employees who are participants in the Plan.
- (G) The Township will contribute six percent (6%) of the Compensation earned by the Police Employee into the qualified Deferred Compensation Plan in accord with the provisions herein stated. Should the Township's Actuary deem that the Police Employees must contribute to the Police Pension, the Police Employee shall be allowed to reduce his/her 457 Contribution by the amount required to be contributed to the Pension Plan.
- (H) The cost of administration of the Plan and the fees and charges incurred to manage the Fund shall be assessed against the amounts deferred or income earned thereon. However, the expense arising from allowing individuals to elect to participate in a deferred compensation plan, or to choose a Fund Manager, or to deduct from compensation amounts deferred under a plan, or to transfer the funds to a Fund Manager, shall be paid by the Township.
- (I) The Township does not undertake to guaranty a minimum investment return and is not responsible for any investment loss incurred.

- (J) The Township will designate the Township Manager or his or her designee together with the "WPBA" to coordinate the deferred compensation program.
- (K) The amounts accrued and credited to each Police Employee's account shall be reported to him or her on an annual basis.
- (L) The "WPBA" and participant Police Employees agree to hold the Township harmless for or relating to the money paid over to the fund from the Police Employees under and pursuant to Article 32 of this Agreement.

ARTICLE 33. BANK OF TIME

- (A) Effective January 1, 1992, and for all time earned thereafter, during the duration of this Agreement, each Police Employee shall be entitled to accrue those unused holidays and vacation leave time exclusive in "NON-MONETARY BANK OF TIME" which will be credited to his or her individual account. The time which shall be accrued in this supplemental bank of time off with pay shall be used and be available only for use by the Police Employee as time off with pay. The time accrued in the "NON-MONETARY BANK OF TIME" shall not be bought back and redeemed for a monetary payment, whether at retirement or separation from service, including death. The Police Employee's unused balance of time in the "NON-MONETARY BANK OF TIME" shall be forfeited upon his or her termination of employment.
- (B) The "NON-MONETARY BANK OF TIME" may be used by the Police employee pursuant to the normal approval process. The selection of time-off hereunder will enjoy the lowest priority and the Police Employee's seniority will not permit bumping of Police Employees with lower seniority requesting to use current year benefits.
- (C) The Township shall redeem and buy back from each Police Employee the accrued time from the Police Employee's "NON-MONETARY BANK OF TIME" the hours in excess of two hundred (200) work hours as of August 1st, in each calendar year. These monies shall be paid, by the Township to the Police Employee, in the first full pay period in September of each calendar year.
- (D) A Police Employee who takes time off with pay may use time from his or her "NON-MONETARY BANK OF TIME" on a "F.I.F.O." basis with current year benefit excluded from the "NON-MONETARY BANK OF TIME" and only to be included within the "NON-MONETARY BANK OF TIME" when it is no longer eligible for redemption as a "current year benefit."

ARTICLE 34. MEDICAL LEAVE

The parties hereto agree that they will abide by and comply with any and all statutory and regulatory requirements of the Federal Family and Medical Leave Act of 1993, P.L. 103-3, 107 STAT. 6, U.S.C.A. Sections 2601-2654. Specific Compliance Provision and standards will be promulgated and will be considered amendments hereto and be part of this contract upon further agreement of the parties.

ARTICLE 35. MISCELLANEOUS

In the event that Warminster Township enters into an agreement to provide police services on a regional or consolidated basis, the parties agree that they will comply with the bargaining obligations imposed by Act 111.

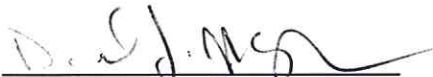
ARTICLE 36. DISABILITY INSURANCE BENEFIT

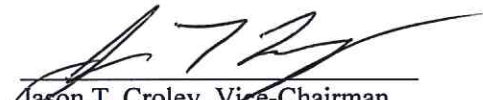
- (A) In addition to the sick leave benefit that provides each Police Employee with full pay and benefits for the duration of any illness or injury through and until the time that Police Employee is granted an Honorable Discharge under and pursuant to Section 812, Subsection 1, of the Police Tenure Act, 53 P.S. Section 812 (1), the Township shall provide a long term and short term disability insurance policy.
- (B) The Police Employee will not be paid twice, that is what is known as a “double dip” benefit, by reason of the existence of the disability insurance while the Police Employee is in active service. If disability insurance benefits are payable while the Police Employee is in the employ of the Township, the benefit will be paid over to the Township.
- (C)
 - (i) Upon the grant of an Honorable Discharge under and pursuant to Section 812, Subsection 1, of the Police Tenure Act, the Township will provide the Police Employee who is retired by reason of a “Non-Service Related Disability” a Long Term Disability insurance benefit that will pay him or her at the rate of sixty-six and two-thirds percent (66 2/3%) of his or her monthly earnings up to a maximum benefit in the sum of Two Thousand Five Hundred and 00/100 dollars (\$2,500.00) per month for loss of income occasioned by reason of any disability that would prevent the Police Employee from pursuing employment at his or her “usual occupation” which benefit shall be payable for a period of five (5) years from the date of the Police Employee’s Honorable Discharge, and thereafter from disability preventing him or her from pursuing “any occupation” through age sixty-five (65) years. The parties agree that the disability benefit is limited to two (2) years for any disability occurring by reason of a mental or nervous disorder.
 - (ii) The Disability Insurance Benefit provided under this Article will be offset the extent of any periodic payments the Police Employee is entitled to apply for and receive with by reason of the “disability” from any one or more of the following sources:
 - (a) Police Employee Pension Plan and Retirement Fund; and
 - (b) Social Security Act; and
 - (c) Any periodic payment that is paid or otherwise provided to the disabled Police Employee by the Township.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals

this 21 day of April, 2016.

Township of Warminster,
Board of Supervisors


Daniel J. McPhillips, Chairman


Jason T. Croley, Vice-Chairman



Mark McKee, Secretary

Wayne McCulloch, Member

Scott DeRosa, Member

Approved by:

Solicitor


Steven Wiesner, Interim Township Manager

Warminster Police
Benevolent Association, Inc.


John E. Schlotter, Chairman


Casey Byrne, Member


John McKenna, Member


Christopher O'Neill, Member


Chad Vargo, Member

August 7, 1997:EDF

MEMORANDUM OF UNDERSTANDING

The parties hereto, TOWNSHIP OF WARMINSTER, by its Board of Supervisors, (hereinafter referred to as "Township"), of the one part and the WARMINSTER TOWNSHIP POLICE BENEVOLENT ASSOCIATION, (hereinafter referred to as "P.B.A."), of the other part.

WHEREAS, the PBA is the sole and exclusive representative agent for the police employees employed by the Township of Warminster, except those in a managerial position consisting of the rank of Chief of Police and Lieutenant; and

WHEREAS, the position of "Court Liaison" officer has been an assignment made to a police employee who has been on the injured or limited duty status, namely: Edward McGilloway; and

WHEREAS, the Township has filed for and sought a grant in order to fund a civilian or non-police employee position that would be filled by a retired police employee who has been granted an Honorable Discharge by the Township.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby under and pursuant to the Uniform Written Obligations Act, 33 P.S. Sections 6-8, do agree as follows:

1. That the position of "Court Liaison" officer may be removed from the bargaining unit that is represented by the PBA for and during such time that the position is filled by a retired police employee who has been granted an Honorable Discharge by the Township.
2. That the Township may appoint and employ Edward McGilloway as a civilian or non-police officer employee to serve as the Court Liaison Officer, that is, to coordinate the scheduling and attendance of police officers at Court proceedings, to appear at the call of the criminal trial list, to respond and to testify when able in pleas and proceedings in Court from the records of police files and transcripts, to receive Subpoenae from the District Attorney on behalf of the Commonwealth of Pennsylvania for police officers employed by the Township so as to coordinate and schedule when they are to be placed in an "on call" status or to attend the Court proceeding with the understanding that the confidentiality of all police files, transcripts and arrest records will be maintained to the same extent and in the same manner as though the Court Liaison continued to serve as a police officer.
3. Further, that the Township may assign such other duties and responsibilities to the job description, including the transport and custody of evidence, to transport to and from Laboratories and medical centers evidence gathered and collected by Police Officers, to conduct, review and assist in traffic studies and surveys, to consult and advise the Department of Police with respect to traffic accidents and



reconstructions, and to otherwise carry out the duties and function of a civilian aide to the Department of Police as may be assigned to him or her from time to time by the Chief of Police, or the Administrative Lieutenant.

4. The parties agree that this agreement does not confer upon the consultant the primary responsibility for the investigation and reconstruction of traffic accidents.

5. When the position of "Court Liaison Officer" is vacated by Edward McGilloway, the position of "Court Liaison Officer" shall revert back to a uniformed Police Officer under the bargaining unit of the "W.P.B.A.", unless the Warminster Township Board of Supervisors and the "W.P.B.A." can agree on a suitable replacement outside the "W.P.B.A." bargaining unit.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 19th day of August, A.D. 1997.

Attest:

TOWNSHIP OF WARMINSTER

By: [Signature]
BENJAMIN F. CASOLE, Chairperson

By: [Signature]
BILL GOLDSWORTHY, Vice-Chairman

By: [Signature]
JISH TROSHAK, Sec/Treas

By: _____
FRANK S. BURSTEIN, Member

By: _____
PATRICIA K. STEPHENS, Member

Attest:

WARMINSTER TOWNSHIP POLICE
BENEVOLENT ASSOCIATION

By: [Signature]
MICHAEL WALP, President

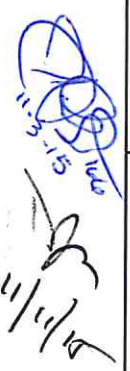
[Handwritten initials]
MAC
7/29

Delaware Valley Health Trust
Warmminster Township - Police

Effective through December 31, 2016		Current DVHT PPO \$10 primary / \$25 specialist, \$100 ER, Inpatient Hospitalization Copay, 80% out of network, with a \$0 generic/\$20 brand pharmacy benefit that includes mandatory mail order after the second fill at retail.		Option 2 - Proposed DVHT PPO \$250/\$500 deductible, \$25 primary / \$50 specialist, \$100 ER, 80% out of network, \$10 generic/\$35 brand pharmacy with mandatory mail order after the second retail refill.	
Benefits	In Network	Out of Network	In Network	Out of Network	
Chiropractic	100%, after \$25 copay. Up to 20 visits per calendar year. Visits combined in and out of network.	80%, after deductible. Visits combined in and out of network.	100%, after deductible. Up to 20 visits per calendar year. Visits combined in and out of network.	80%, after deductible. Visits combined in and out of network.	
Allergy Injections, Testing & Serum	100%, no copay	80%, after deductible	100%, after deductible	80%, after deductible	
Injectable Medications	Biotech/specialty injectable 100%, no copay.	80%, after deductible	Biotech/specialty injectable 100%, after deductible.	80%, after deductible	
Skilled Nursing	100%, after \$150 copay. Up to 120 days per calendar year. Combined in and out of network.	80%, after deductible. Combined in and out of network.	100%, no copay, after deductible. Up to 120 days per calendar year. Combined in and out of network.	80%, after deductible. Combined in and out of network.	
Home Health Care	100%, no copay	80%, after deductible	100%, after deductible	80%, after deductible	
Hospice Care	100%, no copay	80%, after deductible	100%, after deductible	80%, after deductible	
Durable Medical Equipment	100%, no copay	80%, after deductible	100%, after deductible	80%, after deductible	
Prosthetics	100%, no copay	80%, after deductible	100%, after deductible	80%, after deductible	
Mental Health Care	Inpatient copay applies. Outpatient 100%, after \$25 copay.	80%, after deductible	Inpatient 100%, after deductible. Outpatient 100%, after deductible.	80%, after deductible	
Substance Abuse Care	Inpatient copay applies. Outpatient 100%, after \$25 copay.	80%, after deductible	Inpatient 100%, after deductible. Outpatient 100%, after deductible.	80%, after deductible	
Vision	\$25 copay; Children 5 and under, no copay	80%, after deductible	100%, after deductible	80%, after deductible	
Prescription Drug Retail Copay	\$0 generic/\$20 brand. Up to a 30 day supply. After the initial fill and one refill, mandatory mail order applies.	80% of recognized charges	\$0 selected generics dispensed at Trust Health Center/\$10 all other generic/\$35 Brand Up to a 30 day supply. After the initial fill and one refill, mandatory mail order applies.	80%, after deductible	
Mail Order Copay	\$0 generic/\$40 brand. Up to a 90 day supply for maintenance medications.	Not covered	\$20 generic/ \$70 Brand/ Up to a 90 day supply.	Not covered	
Contraceptives (oral and injectable)	Included	80% of recognized charges	Included	80% of recognized charges	
Performance medication	6 pills per month	80% of recognized charges	6 pills per month	80% of recognized charges	

Handwritten signature and date:
 5-5-15

Delaware Valley Health Trust				
Warmminster Township - Police				
Effective through December 31, 2016				
Benefits		Current DVHT PPO \$10 primary / \$25 specialist, \$100 ER, Inpatient Hospitalization Copay, 80% out of network, with a \$0 generic/\$20 brand pharmacy benefit that includes mandatory mail order after the second fill at retail.		
Deductible		Option 2 - Proposed DVHT PPO \$250/\$500 deductible, \$25 primary / \$50 specialist, \$100 ER, 80% out of network, \$10 generic/\$35 brand pharmacy with mandatory mail order after the second retail refill.		
Out of Pocket Maximum				
Lifetime Maximum				
Primary Care Services				
Primary Care Services at Trust Health Center				
Specialist Services				
Preventive Care for Adults and Children*				
Pediatric Immunizations*				
Routine GYN Exam/PAP*				
Mammogram*				
Nutrition Counseling for Weight Management*				
Outpatient Lab/Pathology				
Outpatient X-Ray/Radiology				
Complex Imaging				
Maternity				
Hospitalization Services				
Outpatient Surgery				
Emergency Room				
Urgent Care				
Walk-in Clinic				
Ambulance				
Physical, Occupational, and Speech Therapy				
Cardiac Rehab				



Delaware Valley Health Trust

Warminster Township

Value-Added Benefits

Health Club Membership Reimbursement- Now Including Race Reimbursements	\$250 employee/\$250 spouse. 100 visits per rolling calendar year. This includes race reimbursements. This is a benefit through the Trust office.	\$250 employee/\$250 spouse. 100 visits per rolling calendar year. This includes race reimbursements. This is a benefit through the Trust office.
Employee Assistance Program	An Employee Assistance Program offered through Human Management Services. This is a confidential, integrated counseling and referral service available to employees and eligible dependents.	An Employee Assistance Program offered through Human Management Services. This is a confidential, integrated counseling and referral service available to employees and eligible dependents.
Health Advocate	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.	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.
Member Wellness Program	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.	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.
Weight Management Reimbursement Program	Members and covered spouses are eligible to receive a reimbursement up to \$250, based on program fees, for attending a hospital based weight management program.	Members and covered spouses are eligible to receive a reimbursement up to \$250, based on program fees, for attending a hospital based weight management program.
Colonoscopy Incentive	The Delaware Valley Health Insurance Trust will pay an incentive of \$150 to covered members age 50 years and over (or age 40 and older with a family history of colorectal cancer) for completing a preventative colonoscopy.	The Delaware Valley Health Insurance Trust will pay an incentive of \$150 to covered members age 50 years and over (or age 40 and older with a family history of colorectal cancer) for completing a preventative colonoscopy.
Women's Health Initiative	DVHIT provides cash incentives to eligible female participants who obtain preventative breast and cervical cancer screenings.	DVHIT provides cash incentives to eligible female participants who obtain preventative breast and cervical cancer screenings.
On-Site Biometric Screening	Confidential on-site medical screening designed to educate members on their personal health risk factors and to help them take the next step towards proactive health management. Participants receive a personal wellness profile, lab profile, blood chemistry, and confidential post-screen consultation by a program nurse. Upon completion, participants are eligible to receive a \$50 incentive. This program requires a minimum of 35 participants.	Confidential on-site medical screening designed to educate members on their personal health risk factors and to help them take the next step towards proactive health management. Participants receive a personal wellness profile, lab profile, blood chemistry, and confidential post-screen consultation by a program nurse. Upon completion, participants are eligible to receive a \$50 incentive. This program requires a minimum of 35 participants.



 10/3/2015
 2011-5-15

Delaware Valley Health Trust

Warmaster Township

Value-Added Benefits

Weight Watchers At Work Program •	On-site weight education and management program offered during the lunch hour. Participants are reimbursed the registration fee after completing the 10-week program. This program requires a minimum of 20 participants.	On-site weight education and management program offered during the lunch hour. Participants are reimbursed the registration fee after completing the 10-week program. This program requires a minimum of 20 participants.
COBRA Administration	As both a risk management and time-saving measure, the Trust contracts with CONEXIS for comprehensive COBRA administration services. CONEXIS monitors DOL regulatory requirements, handles all employee notifications, tracks elections, and processes premium billing for all subscribers electing to continue Trust medical or dental benefits.	As both a risk management and time-saving measure, the Trust contracts with CONEXIS for comprehensive COBRA administration services. CONEXIS monitors DOL regulatory requirements, handles all employee notifications, tracks elections, and processes premium billing for all subscribers electing to continue Trust medical or dental benefits.


 11-3-2015
 11-5-11