



Borough of Quakertown

**Police Collective Bargaining Agreement
2015 - 2017**

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AGREEMENT

THIS AGREEMENT is entered into as of the nineteenth day of January, 2015 by and between the BOROUGH OF QUAKERTOWN, County of Bucks, State of Pennsylvania, (hereinafter referred to as "Borough") and the Borough of Quakertown Police Association, representing those Policemen of the Borough defined in Article I, Recognition (hereinafter referred to as "Department").

WITNESSETH

WHEREAS, ACT NO. 111, dated January 24, 1968, provides for collective bargaining for policemen employed by a political subdivision of the Commonwealth of Pennsylvania; and

WHEREAS, pursuant to the provisions of said Act, the Borough, by its duly constituted representatives, and the Department, by a duly constituted representative, have entered into negotiations for said purposes; and

WHEREAS, said negotiations have culminated in an Agreement as to the terms and conditions of employment, including compensation, hours, working conditions and other benefits related thereto; and

WHEREAS, it is the intention of the parties hereto to reduce said Agreement to writing.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

Recognition

The Borough hereby recognizes those policemen employed full time by the Borough as police officers, as a collective bargaining unit under the terms and conditions of Act No. 111 of 1968 of the Pennsylvania General Assembly providing for collective bargaining between police and their public employers but excluding the Chief of Police, Lieutenant of Police, part-time policemen, auxiliary policemen, meter enforcement officials and crossing guards.

Terms of Agreement

This agreement shall become effective on the 1st day of January, 2015 and shall continue in effect until the 31st day of December, 2017.

Compensation Schedule

Each member of the Department currently on the force shall be paid a basic salary in accordance with the following schedule:

	2015	2016	2017
Probationary	\$60,715	\$62,537	\$64,413
Certification	\$66,063	\$68,045	\$70,086
13-18 months	\$68,676	\$70,736	\$72,859
19-24 months	\$71,292	\$73,431	\$75,633
25-30 months	\$73,907	\$76,125	\$78,408
31-36 months	\$76,523	\$78,819	\$81,183
37-42 months	\$79,135	\$81,509	\$83,954
43-48 months	\$81,751	\$84,203	\$86,729
49 months	\$84,366	\$86,897	\$89,504
Detective	\$89,589	\$92,277	\$95,045
Patrol Sergeant	\$89,589	\$92,277	\$95,045
Administration Sergeant	\$94,812	\$97,656	\$100,586

Borough Council may, at its own discretion, appoint an experienced patrolman having honorably served in some other municipality in Pennsylvania at an annual rate comparable to the number of years experience. For all other intents and purposes other than salary, the time served will be computed from date of appointment.

Longevity

During the month of July in each year, all officers who have completed at least three full years of service (as of July 1 of each year) shall receive longevity pay the first pay in July. Starting after the completion of three full years of service, officers shall be paid five hundred dollars (\$500) plus one hundred twenty-five

dollars (\$125/year) for each year of service after three years. In order to receive the annual longevity pay, an officer must be on active duty or on disability in accordance with the Pennsylvania Heart and Lung Act (Act 193 of 1935, as amended; 53 P.S. 637) on July 1 of each year.

Overtime and Scheduling

Definitions

For purposes of this agreement, the following terms shall be defined as follows:

1. **Work Shift** — a work shift will be twelve consecutive hours in duration. The current work shift hours are as follows:

Shift	#1	#2	#3	#4
Hours	0700 – 1900	1900 – 0700	1400 – 0200	1500 - 0300

2. **Work Week** — a work week is seven consecutive calendar days beginning at 0000 hours on Sunday and continuing through 2359 hours on Saturday.

3. **Work Year** — a work year is twelve consecutive calendar months beginning on January 1st and continuing through December 31st. A work year will not exceed 2080 hours. Any hours worked in excess of 2080 hours will be compensated at either the overtime rate or through compensatory time.

4. **Overtime Rate** — the overtime rate shall be compensated at one and one-half times (1 ½) an officer's base rate.

5. **Vacation, Kelly and Compensatory Time** — Time off shall include all time scheduled off prior to and immediately after the scheduled day(s) off. The officer's schedule cannot change (the last day scheduled to work before the time off and the first day scheduled to work after the time off) in anyway, without the officer's approval, once the request is made.

Hours of Work

The hours of work including overtime and official extra details shall be prescribed by the Chief of Police, or his designee, or the Borough Manager so far as permitted by law. The overtime rate shall compensate an officer at 1 ½ times his base rate. Overtime work assignments will be primarily used for manpower shortages (i.e. shift coverage for vacation, sickness, personal days, funeral days, etc) or when there are less than two uniformed officers available to work a shift. No officer shall be ordered to work overtime when they are currently on vacation, personal, compensatory or Kelly time, but they can be offered the overtime and shall not be skipped over because of such absence. An overtime list shall be used as instances present themselves where an officer is needed to cover a work shift, or a portion of a work shift. The overtime list shall be maintained in the squad room by the chief, or his designee, and shall indicate the last date that each officer had been offered overtime, and whether or not the overtime was accepted and actually worked. The first overtime occurrence will be offered to the senior officer, and shall follow the seniority rule. In the event an officer is unable to work overtime due to his work schedule or by choice the officer must relinquish his turn in the overtime list until the next time overtime was available via the

overtime list rotation. Should a situation arise where the overtime list was completely exhausted, and no officer was available to work, the Chief or his designee, may assign the overtime assignment. In all cases, when the Chief or his designee calls an officer for an overtime assignment, if the officer does not answer the phone or return a message within five minutes, the Chief, or his designee, shall then call the next person on the list until a person is located. The only exception to this procedure shall be if the Chief, or his designee, determines that a particular skill is needed in the officer for the overtime shift, the Chief, or his designee shall have the right to call whichever officer in the Department meets that need, regardless of the overtime list.

Court

If a police officer is required to appear in Court or before a Justice of the Peace on his scheduled time off, he shall receive reimbursement in accordance with the Fair Labor Standards Act except that for District Court Hearings there will be paid a minimum of four (4) hours and for All Other Court Hearings there will be a paid minimum of six (6) hours. Time in either case shall be as approved by Chief of Police. For purposes of this section, "District Court" shall be all hearings before a District Magistrate and "All Other Court Hearings" shall be any other court appearance.

For District Court, time will commence 15 minutes prior to scheduled time of hearings in those cases where there are witnesses to interview. For All Other Court Hearings, time will commence one hour prior to scheduled time to report, and shall conclude one hour after the conclusion of the hearing. However, if the extension of hours goes past the officer's scheduled start of a shift, he receives additional pay only equal to the number of hours until the shift starts. Likewise, if a court or magisterial hearing continues past the end of an officer's scheduled shift, the officer shall receive overtime pay for those hours worked after the conclusion of his shift only. If a magisterial hearing or court case begins one hour or more after the conclusion of a shift, the officer shall receive the full four or six hour pay. If a magisterial hearing or court case begins and ends during a shift, no additional pay shall be paid. The members shall have the right to receive a beeper from the Borough during the member's last scheduled prior shift in advance of a potential off-duty appearance that they are required to make. If an officer is required by the Court of Common Pleas on any day to standby while in off-duty status, he shall be paid the sum of forty dollars (\$40). In the event that the officer is actually called to attend the hearing on any given day, there shall be no on-call pay. Instead, he shall be paid in accordance with court pay listed in the contract. In the event that the officer is not called to attend the hearing, he shall then be paid the \$40 on-call pay.

Schedule

By December 1st of each year, the Chief, or his designee, shall provide to each member of the Department a tentative schedule commencing January 1st of the following year. A change of an officer's designated shift or time to work, except those changes to accommodate training where an officer does not receive at least fourteen (14) days prior notice shall result in the officer being paid the overtime rate for those hours changed. An officer or officers will not receive the overtime rate for those hours changed when the request for a schedule change is generated by an officer or officers, and a schedule change is

approved by the officer or officer's immediate supervisor to accommodate the requested change, regardless if it is within the fourteen (14) days prior notice requirement.

Kelly Hours

At the time that the work schedule is posted, the Chief, or his designee, shall inform each officer of the number of Kelly Hours to which he is entitled. Kelly Hours shall be added to the Officer's vacation hours and shall be requested and scheduled in the same manner as vacation.

Compensatory Time

Compensatory Time (Comp Time) may be taken in lieu of overtime by an officer for any time that is compensated as overtime, as long as the officer notes it in writing to the Chief, or his designee prior to the payroll being submitted to the Borough Billing Clerk. Comp time shall be 1 ½ hours for each hour of overtime worked. At no time shall an officer accumulate more than two hundred forty (240) hours of Comp time. If an officer should die or simply leave employment with the Borough and have accumulated or unused comp time, the officer, or his widow/beneficiary shall be paid the representative amount of comp time accumulated by the officer.. An officer working a twelve (12) hour shift can schedule Comp Time in increments of 6-12 hours (unless otherwise authorized by the Chief or his designee). An officer working an eight (8) hour shift can schedule Comp Time in increments of 4-8 hours (unless otherwise authorized by the Chief or his designee).

Minimum Overtime

Whenever an officer works an event sponsored by the school district, he shall be paid a minimum of two (2) hours of overtime. In any other instance when an officer is required to work overtime, he shall be paid a minimum of four (4) hours of overtime. This minimum allotment of overtime will be only for the purposes of completing the detail for which the overtime was required, and will not require the officer to work other assignments once the detail is completed. In the event that an overtime assignment is at the beginning or the end of a work shift, the overtime compensation will cover only the hours that are worked. Overtime compensation will be rounded up to the next quarter hour. Department and department team meetings shall have a minimum of two hours.

Funeral Leave

Emergency leave with pay shall be granted in the case of death in the immediate family as follows:

Spouse or Child	72 hours
Parent or brother or sister	36 hours
Any other individual related to officer by blood relations or by marriage.	24 hours

Holidays

Insofar as permitted by the Fair Labor Standards Act, on or before November 30th of each calendar year, the Borough shall pay to each police officer covered by this Agreement on active pay status, who has worked continuously for the preceding twelve (12) months, the sum computed as eight (8) times his applicable hourly rate times ten (10) for the following holidays:

1. New Year's Day	6. Independence Day
2. Lincoln's Birthday	7. Labor Day
3. Good Friday	8. Columbus Day
4. Easter	9. Thanksgiving
5. Memorial Day	10. Christmas

If a police officer terminates his employment for any reason during the year, he shall receive pro-rata pay for the holiday pay specified above. For officers who work any hours during the following holiday shifts, pay for working shall be time and one-half (1-1/2). This pay shall not affect the holiday payment specified above.

Easter Sunday	Labor Day	Thanksgiving Day
Christmas Eve	Christmas Day	New Year's Day

The annual holiday payment shall be made in a separate check to each member. Additionally, if a member shall pass away either on or off duty, his beneficiary shall be paid the appropriately proportioned payment on the regularly scheduled date of holiday pay.

Personal Hours

In addition to the above paid holidays, each officer will be entitled to forty-eight (48) hours of personal time off during the year. All requests for Personal Hours shall not be denied because said request creates an overtime occurrence. Officers shall make every attempt to schedule Personal Hours in a timely manner in consideration of the schedule. However, all such accumulated hours must be used in twelve hour increments. These will not be added to the list as paid holidays and if not taken during the year, will be lost and not accumulated.

Vacation

Each member of the Department shall receive a vacation with pay in accordance with the following schedule:

Years of Completed Service	Hours of Vacation
If employed prior to August 1st of first yr	40 hours
One to Five Years	80 hours
Six to Twelve Years	120 hours
Thirteen to Nineteen Years	160 hours
Nineteen Years or over	200 hours

1. Vacations may not be postponed or accumulated from year to year. Upon written request, an officer may elect to carry over to the following year eighty (80) hours of his regular vacation.
2. Computation of time for vacation purposes shall be August 1st of each year. The required number of years must be completed by August 1st of that year in order to qualify for that vacation listed.
3. Officers with less than one hundred sixty hours (160) per year may take all of their vacation time on a daily or weekly basis. Officers with one hundred sixty hours (160) or more of vacation may take all of their vacation except for forty hours (40) on a day basis; the forty hours (40) must be taken on a weekly basis. However, all such accumulated hours must be used in twelve hour increments, or if the annual balance to an officer is not divisible by twelve, the remaining hours must be used in a lump sum.
4. Any vacations scheduled after July 1st, which may be canceled by the Chief, or his designee for administrative reasons, may be carried over to the following year.
5. The Chief or his designee shall respond to all requests for a vacation within twenty-one (21) days of the date of request. For the purposes of requesting and scheduling all Vacation and Kelly time a policy will be determined by the Chief or his designee and approved by the Police Association.
6. The Borough will buy back from an officer up to forty-eight (48) hours of unused vacation time at the regular rate of pay as long as the request is made in writing by the last pay of the current year.
7. For an officer who honorably separates employment for any reason, the Borough will pay to him all of the unused vacation pay personell days and holiday pay he shall have in that current year or upon retirement or the event of death the borough shall pay all of the unused vacation pay, and personal days to him or upon death to his estate or beneficiary.

Sick Leave

Each police officer shall be entitled to One Hundred Fifty-Six (156) hours sick leave annually to accumulate annually, with no maximum accumulation. On those days paid as "Sick Leave" no other compensation will be made for any incidental services rendered. It is intended that sick leave is to be used to compensate the officer for days off caused by sickness to the officer or to care for his immediate family as defined under FMLA. Upon termination, for any reason other than retirement (See Sick Leave Buy-Back), all sick days accumulated shall be forfeited.

Sick Leave Buy-Back

The Borough agrees to buyback at either retirement or when a vested officer leaves the employment of the Borough up to sixty (60) days of unused sick leave (if the officer has this much time accumulated) at \$200 per day. Such payment shall be made within thirty (30) days of his final day of employment with the Borough, or at the officer's discretion, up to one year after the final day of employment.

Short Term Disability

The Borough will provide for all members of the Department a short term disability plan (non-worker compensation) which shall take effect as follows: after a member has exhausted all of his accumulated sick leave hours, vacation hours, personal hours, compensatory hours and holidays, he shall be entitled to an additional benefit of a maximum of 180 days pay at the rate of 66% of his current base salary. This coverage is to be for non-work related injuries and illnesses.

Long Term Disability

The Borough will provide for all member of the Department a Long-term Disability Plan which shall take effect after the Officer exhausted his/her Short-term Disability. The Plan will provide the Officer with 60% of his/her monthly salary with a maximum of \$5,000.00. (refer to Attachment "A")

Medical Insurance

The Borough will provide for the benefit of each Officer and his family, a complete medical and hospitalization program as presently provided by DVIT HMO or QPOS. (refer to Attachment "B")

Healthcare Benefits Re-opener

The Borough and the collective bargain unit agree to re-open the Agreement in the year 2015 only with respect to the negotiation of healthcare benefits provided to the police bargaining unit employees. The sole purpose of re-opening negotiations for healthcare benefits is to reduce the costs of the healthcare plan for the Borough. The Borough and the Union are intent on avoiding the so called "Cadillac" tax as set forth in the Affordable Care Act, as well as avoid the officers making contributions to premium costs. The re-opened negotiations can be submitted to arbitration in accordance with Act 111 and its timetables as if the parties were negotiating a new CBA effective January 1, 2016 or January 1, 2017. If the re-opened negotiations are submitted to arbitration, the parties agree that the issue before the Arbitrator shall be limited to healthcare benefits for currently employed officers and the purpose underlying the Arbitrator's award shall be to achieve savings with respect to the Borough's healthcare plan and the impact of the Cadillac Tax.

Dental Insurance

The Borough will provide, at its cost, a dental plan as presently provided by Delta Dental. The coverage will be for members of the Department and dependents. (refer to Attachment "C")

Insurance Waiver

Officers may opt out of receiving medical and dental insurance benefits if he/she has benefits provided through another source. An Officer who opts out of receiving the Medical Insurance Benefit shall receive Five Hundred Dollars (\$500.00) per month and/or Thirty Dollars (\$30.00) per month for the Dental Insurance Benefit or the current amount provided to all other Borough employees. The benefit is paid in the first pay of the month, is fully taxable and not considered wages for pension calculation or annual wage increase.

Health Savings Account

The Borough shall make available \$2,000.00 per year to each officer hired prior to 2010, and \$1,250 per year to each officer hired after 2010 that can be used toward medical expenses of themselves and their legal dependents (as defined by the medical insurance company). The expenses that shall be eligible for reimbursement shall be those as defined in the Internal Revenue Service Publication 502 (as amended). The balance of unused money for each officer shall rollover into each successive year. No interest accrues to the benefit of the officers on any unused funds that may accumulate from year to year. The accumulated balance of funds in each officer's name shall be available for each officer while he is an active member of the Borough Police Department, and during his retirement until the fund is exhausted. ~~Officers will be provided with an expense account and debit card for individual accountability. All funds~~ remaining in an Officer's HRA account may be paid to the Officer should he voluntarily resign from employment for reasons other than retirement, disability, or death. (refer to Attachment "D")

Flexible Spending Account

The Borough shall make available the option of participating in the Ameriflex FSA. Effective January 1 each Officer may elect to contribute a pre-tax amount to a Medical Reimbursement Account, with a maximum contribution of \$3,000.00 and/or a Dependent Care Reimbursement Account, with a federally capped contribution of \$5,000.00. All plan provisions are governed by the IRS.

Life Insurance

The Borough will obtain and maintain at its expense a "straight life" insurance policy in the face amount of One Hundred Thousand (\$100,000.00) Dollars with an additional provision for accidental death/dismemberment of One Hundred Thousand (\$100,000.00) Dollars on the life of each member who physically qualifies for such insurance for the benefit of persons to be named by the insured member. It is the responsibility of the member to maintain current and accurate beneficiary information on file with the Manager's Office. All benefits over \$50,000.00 are taxable under IRS guidelines, and will be included in the last payroll of the year. (refer to attachment "E")

Clothing and Uniforms

The Borough shall provide to each member the following items and amounts of clothing to each officer:

Utility/Gun Belt, including one of the following:			
Belt-keeper	Handcuff Case	Magazine Case (3 Mags)	Baton Holder with Baton
Pepper Spray Holder w/Canister	Level Three Holster	Plain Clothes Holster	Radio Case Holder w/Belt Holder

1 Spring/Winter Jacket	3 Turtleneck Shirts	2 Polo Training Shirts	4 Long Sleeve Shirts
4 Short Sleeve Shirts	1 Pair Navy Blue BDU Pants	4 All Season Pants	1 Black Pants
1 Rain Coat w/ Hat Bonnet	1 Pair Specialty Shoes	1 Pair Boots	1 Tie
1 Hat	1 Bullet Proof Vest w/ Two Carriers	1 Traffic Safety Vest	3 Kool Vests for Under Vests

1 Stinger Flashlight w/ Charger and Holder	1 Expandable Baton	2 Pair Pat Down Gloves	1 Whistle & Chain
1 Citation Pad	1 Supervisory Insignia (as applicable)	1 Tie Tack	1 Shirt Badge
1 Hat Badge	2 Handcuffs with Key	1 Wallet Badge	1 Shirt Name Tag
1 Belt Badge Holder	1 Badge Case	1 ID Card	1 Badge/ID Wallet
1 Glove Pouch (Rubber Gloves)		1 Pepper Spray	

Bike Officers Only			
2 Shirts	1 Pair Pants	1 Jacket	1 Pair Gloves
1 Helmet	Any Other Items Deemed Necessary by the Chief		

Motorcycle Officers Only			
2 Breeches	1 Eye Protection	1 Leather Jacket	1 Pair Gloves
1 Helmet	1 Pair Boots	Rain Gear	

The Borough agrees that at any time that an Officer believes that any one piece of his uniform as shown above is in a condition that it needs to be replaced, he is to show the uniform piece patrol supervisor. If the Chief of Police or his designee agrees that it needs to be replaced, an order for replacement shall be made within 30 days. Additionally, the Borough will provide \$750 per year to the Detectives for the purchase of street clothes (dress shirts, dress pants, dress shoes, suits/sport coats, ties). Payment shall be made in the first pay of the year and taxable under all State and Federal guidelines.

Education

(a) Training

The Borough agrees to guarantee each member 24 hours per year of training above the mandatory level. This training will be in addition to any mandatory training, recertification training, and firearms training. The 24 hours of training will be at a training facility or school outside of Quakertown Borough, or in the Borough, if approved by the Chief, or his designee. The Chief or his designee shall post any and all training schedules that he receives on a separate Training Board. Officers may post any training schedules they receive as well. An officer must make a written request to the Chief, or his designee to attend a training course of their choice. The Chief or his designee shall respond with an answer within 21 days of the request. In the event that an officer and the Chief, or his designee cannot mutually agree on training, a resolution will be sought through the Police Affairs Committee. The Chief or his designee may unilaterally decide to send an officer to a specific training course, but the training hours resulting from such a situation will not count against an officer's yearly allotment of 24 hours of training. The Borough shall be responsible for any tuition, supplies, travel, rooms, meals, or other expenses that are directly related to the officer training. Training courses may not be denied or canceled in the event of an overtime occurrence as a result of training.

(b) Travel

For any work detail other than court and district magistrate hearings where an officer has to travel out of the Borough to the work detail (such as training), the beginning time of his paid time shall commence when he leaves the police station to travel to the assignment, and shall conclude when he arrives back at the police station.

(c) Tuition Reimbursement

Upon presentation of evidence of completed, college accredited courses in which a member received a grade of "80" or higher, the Borough will reimburse the member for 100% of the cost of the tuition, books and fees. Receipts of all expenses shall have to be documented.

(d) Education Bonus

For any officer who shall have a Bachelors Degree, Masters Degree or a Ph.D Degree, the Borough shall pay to the officer annually (on the same day as the longevity payment) a bonus payment for the highest degree he shall have earned according to the following schedule:

Degree	Bonus
Bachelor	\$200
Masters	\$500
Ph.D	\$750

Physical Examination

At the request of the Borough, any member of the Department shall undergo a physical examination as prescribed by the Borough, paid for by the Borough and administered by a physician named by the Borough. Member may select a physician of his choice, but, in this event, total cost of such examination will be up to a maximum of \$60.00. The Borough will not pay for examinations unless such examination is requested by the Borough.

Grievance Procedure and Arbitration

A grievance, as that term is used within this section, is any dispute regarding the interpretation and/or implementation of a provision of the Agreement and shall include matters of discipline.

Whenever the grievance involves either discipline resulting in a suspension without pay, demotion or termination, an Officer has the right to appeal either:

- (i) though the grievance and arbitration procedure of the Agreement
- (ii) through the appropriate statutory route

However, once the officer selects one avenue of appeal, either:

- (i) by filing a grievance; or,
- (ii) by requesting an administrative hearing, the selection shall constitute a waiver of the alternate avenue of appeal.

Should any differences arise between the Borough and the Department concerning interpretation of this Agreement, then an earnest effort shall be made to resolve such differences in the following manner:

- (i) Two representatives of the Department shall meet within ten (10) days with the Health, Safety and Welfare Committee of the Borough Council.
- (ii) If, within fifteen (15) days, no satisfactory solution can be reached, then in that event, the matter shall be reviewed by the Borough Council.
- (iii) If no satisfactory solution can be reached within an additional thirty (30) days after referring this matter to the Borough Council, then either party to this Agreement or its representative shall have the right to refer the difference or dispute to a neutral Arbitrator. The parties shall select a mutually agreeable and impartial Arbitrator pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The list of Arbitrators shall be randomly selected by the American Arbitration Association. The Arbitrator thus established shall commence the arbitration proceedings without unreasonable delay. The determination Arbitrator thus established shall be final on the issue or issues in dispute and shall be binding upon the Borough and the member involved. Such determination shall be in writing and a copy thereof shall be forwarded to both parties in the dispute. Each party shall bear its own costs or expenses, and the fees or expenses of the arbitrator shall be equally shared by the parties.

A grievance may be filed by the collective bargaining unit , or by an individual member of the collective bargaining unit , if the grievance is not filed through the collective bargaining unit. No grievance can be appealed to a Board of Arbitration unless the collective bargaining unit files the appeal.

Post Retirement Medical Fund

The Borough agrees to make an annual contribution of \$25,000 to the Police Association's post retirement medical fund. This contribution will be made within 10 working days of the beginning of each calendar year. It shall be the responsibility of the Police Association to administer the rules for how to invest, manage and administer the plan. However, it is agreed by both parties to this agreement that the Borough's contribution to this Fund will be limited in its use only to the defraying of the cost of the premium of medical insurance for retired members of the Association.

The Borough agrees to fund the initial cost of \$2,500.00 for the purpose of performing an actuarially study and proposal for the creation of a VEBA fund so as to organize and implement a post retirement medical benefit solely administered by the Police Association upon its creation. (If created, Attachment F)

Defined Benefit Pension Plan

Effective January 1, 2011, and continuing for the term of this agreement subject to the provisions of the following, all members of the Police Pension Plan shall contribute to the Defined Benefit Pension Plan as set forth in the plan document, One Percent (1%) of the Officer's annual gross compensation. If an actuarial study shows that the condition of the Defined Benefit Pension Plan is such that payments to the Plan by the members may be reduced or eliminated the Borough shall, on an annual basis, by resolution, reduce or eliminate the required contribution. If such payments are reduced or eliminated, contributions by the Borough will not be required to keep the Plan actuarially sound. In the event that member contributions are suspended and the Defined Benefit Pension Plan requires contributions to maintain its actuarial soundness, member contributions shall be immediately reinstated. (refer to Attachment "G")

Length of Service Increment

In accordance with Act 89, any Officer participating in an Act 600 Pension Plan who retires after rendering service in excess of 25 years shall receive a length of service increment of \$100 per month for each additional year of service, with a maximum of \$500 per month. (refer to Attachment "G")

Surviving Spouse Death Benefit

In the event an Officer dies as a result of the performance of his duties, the Borough will comply with Act 51 of 2009, which provides for the payment of death benefits to the surviving spouse or children or parents of the Officer. Any reference to the now-repealed Act 600 Killed-In-Service benefit in the Borough's Police Pension Ordinance, Police Pension Plan Document or any other documents shall be removed. (refer to Attachment "G")

DROP Option in Pension Plan

In accordance with Ordinance 1126, approved at the December 6, 2006 Council meeting (attached), and Officer may enter into DROP on the first day of any month following completion of twenty-five (25) years of credited service and attaining the age of fifty (50). (refer to Attachment "G")

Injured on Duty

Workers' Compensation Insurance will be provided by the Borough and the Borough will make additional payments to comply with the Heart and Lung Act. All payments made payable to the Officer by the Borough's Workers' Compensation Insurance Company must be signed over to the Borough.

Law Enforcement Liability Insurance

The Borough shall make every effort to provide Law Enforcement Professional Liability Insurance with minimum coverage of \$500,000.

Current Benefits

The provisions of this Agreement are intended to include any and all benefits which are currently being received by members of the Department, and not included in this agreement, will not be diminished or dismissed during the effective period of this agreement, except as provided herein by this agreement.

Rights Reserved by Borough

Notwithstanding any provisions in this agreement to the contrary, it is understood and agreed that the Borough retains, solely and exclusively, all rights to policy making decisions and managerial responsibilities.

Residency

All officers shall be required to live within twenty (20) miles of the Borough boundary, as measured along streets in a vehicle.

Miscellaneous**(a) Meeting Attendance**

Any member of the Department may have time off with pay from his regularly scheduled duty to attend any meeting with the Borough Manager, Borough Council or any Committee thereof, as long as he has prior approval by the Chief, or his designee.

(b) Personnel Record

An officer's Personnel Record will include, but not be limited to an officer's record of hire, record of training, copies of training certificates, any and all interdepartmental correspondences concerning said officer, record of promotion, commendations, letters of gratitude or compliment from the public, matters of discipline. Any officer may examine his own Personnel Record at a time that is convenient to the officer and to the custodian of the Personnel Records. An officer may photocopy anything from his Personnel Record. If, through a grievance, there is a reduction or elimination of the grieved issue, the Personnel Record shall be adjusted accordingly within thirty days of the grievance ruling.