

COLLECTIVE BARGAINING AGREEMENT



WARRINGTON TOWNSHIP

AND

**THE WARRINGTON TOWNSHIP POLICE
BENEVOLENT ASSOCIATION**

January 1, 2016 through December 31, 2019

COLLECTIVE BARGAINING AGREEMENT

AN AGREEMENT BETWEEN THE WARRINGTON TOWNSHIP BOARD OF SUPERVISORS AND THE WARRINGTON TOWNSHIP POLICE BENEVOLENT ASSOCIATION, THE REPRESENTATIVE AGENT FOR THE ACTIVE POLICE EMPLOYEES OF THE TOWNSHIP

THIS AGREEMENT, made by and between WARRINGTON TOWNSHIP, a Township of the Second Class, with offices at 852 Easton Road, Warrington Bucks County, Pennsylvania, 18976, hereinafter referred to as "TOWNSHIP", of the one part, and the WARRINGTON TOWNSHIP POLICE BENEVOLENT ASSOCIATION, the representative agent for the Active Police Officers of Warrington Township, hereinafter collectively and individually referred to as "ACTIVE POLICE EMPLOYEE", of the other part.

W I T N E S S E T H

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

WHEREAS, the Active Police Employees of Warrington Township, except those in managerial positions consisting of the rank of Police Chief, Deputy Chief, Captain and Lieutenant have authorized and selected the Warrington Township Police Benevolent Association to be their representative agent for collective bargaining purposes; and

WHEREAS, the parties have made extensive revisions to the Active Police Employee Pension and Retirement Plan which shall remain subject to the actuarial soundness of the plan and for compliance in accordance with the provisions of the Act of May 29, 1956 P.L (1956) 1804, Sec. 1-12, as amended, 53 P.S. Sec. 767; and

WHEREAS, the parties do agree that this agreement and the negotiations leading thereto shall in no manner constitute an admission of entitlement to bargaining on subject matters reserved as "management prerogative".

NOW THEREFORE, in consideration of mutual covenants, promises and undertaking 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, of May 13, 1927, P.L. 985, N. 475, Secs. 1-3, 33 P.S. Secs. 6-8, the parties do covenant and agree as follows:

TABLE OF CONTENTS

Article 1	Objective	01
Article 2	Definitions	01
Article 3	Management Rights	03
Article 4	Residency Requirement	03
Article 5	Outside Employment	03
Article 6	Discharge and Discipline	04
Article 7	Strikes and Slowdowns	04
Article 8	Wages	04
Article 9	Longevity	06
Article 10	Overtime/Comp Time	07
Article 11	Court Appearance	08
Article 12	Holidays/Festive Pay	09
Article 13	Emergency Leave	10
Article 14	Vacation	11
Article 15	Clothing Allowance	12
Article 16	Group Life Insurance	13
Article 17	Health Insurance	14
Article 18	False Arrest and Legal Defense	16
Article 19	Pension and Retirement Plan	17
Article 20	Sick Pay Leave/Disability.....	24
Article 21	Work Schedule/Kelly Time	25
Article 22	Discipline	27
Article 23	Grievance Procedure	27
Article 24	Part-time Police Officers	29
Article 25	Meal Allowance	29
Article 26	Deferred Compensation Plan (457)	30
Article 27	Past Practices	30
Article 28	Miscellaneous	30
Article 29	Duration	30
Signature Page	31

Appendix A:	Police Duty Manual
Appendix B:	Accreditation Criteria and Application
Appendix C:	Life and Disability Plan Document
Appendix D:	Aetna Point of Service (POS) Health Plan Document
Appendix E:	Dental Benefits Plan Summary
Appendix F:	HRA Explanation of Benefits
Appendix G:	Police Pension Plan and DROP Provisions

ARTICLE 1. OBJECTIVE

- A. The parties agree that the Department of Police and the individual Active 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 personal and 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 Active Police Employee.

ARTICLE 2. DEFINITIONS

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

- (a) **“Active Police Employee”** shall mean a duly appointed and regularly employed full-time police officer of Warrington Township;
- (b) **“Age”** shall mean the number of chronological years attained by the Active Police Employee at his or her last birth date;
- (c) **“Anniversary Date”** shall mean the date of the commencement of the Active Police Employee’s employment as a police officer for the Township;
- (d) **“Child or Children”** shall include all natural born children of the Active Police Employee as well as adopted children and dependent step-children who have not attained the age of eighteen (18) years; or, if a full time student, the age of twenty-three (23) years;
- (e) **“Manager”** shall be defined to mean the chief executive officer of Warrington Township, classified as Township Manager;
- (f) **“Part Time Active Police Employee”** shall mean a duly appointed and employed police officer of Warrington Township who has not been engaged to work on a regular full time basis of forty (40) hours per week or more;
- (g) **“Police Chief”** shall be defined to be the rank of Chief Executive Officer of the Warrington Township Police Department and the individual who has been duly appointed to that position by the Board of Supervisors;
- (h) **“Probationary Active Police Employee”** shall mean that individual who has been duly appointed and regularly employed as a police officer of Warrington Township on a full-time basis but who has not completed twelve (12) months of continuous service;
- (i) **“Service”** shall mean the aggregate of an Active Police Employee’s total period of employment by the Township as an Active Police Employee. Included further in computing such time is the time spent by an Active Police Employee in the Armed Services of the United States of America on active military duty after having been installed as an Active Police Employee of the Township, if such person returned to, or

hereinafter returns to the employment of the Township as an Active Police Employee within six (6) months from the date of his or her discharge from active duty in the Armed Forces of the United States;

- (j) **"Spouse"** Shall be defined to mean that person who is recognized to have been lawfully joined in marriage to the Active Police Employee and the marital relationship has not been terminated by either divorce or annulment;
- (k) **"Supervisors"** shall mean the Board of Supervisors of Warrington Township, or their duly elected or appointed successors in office;
- (l) **"Temporary Assignment"** shall mean an impermanent position or assignment of rank;
- (m) **"Total Disability"** An Active Police Employee will be deemed to be "TOTALLY DISABLED" when the Active 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. However, should a change of circumstances occur, the determination might be reviewed and reconsidered by the Supervisors upon cause shown. If the Supervisors have determined an Active Police Employee qualified to receive a disability pension, the Supervisors may at any time thereafter on cause shown of an improvement in the condition, injury or impairment, reinstate the Active Police Employee to active status and terminate the Active Police Employee's eligibility to receive a disability pension;
- (n) **"Work Tour" or "Tour of Duty"** shall be defined to mean that regularly scheduled work sessions, or, an otherwise assigned work session whereby the Active Police Employee is assigned police duty for:
 - (1) A continuous eight (8) hour period of time; or
 - (2) A continuous nine (9) hour period of time; or
 - (3) A continuous twelve (12) hour period of time; or
 - (4) Any other regularly scheduled work tour agreed to by the Active Police Employee.

Court days or court appearances are excluded in any computation of time hereunder. Further, it is understood that a "work tour" might overlap in any twenty-four (24) hour period.

- (o) **"Retiree"** shall be defined as a full-time Warrington Township Police Officer certified under Act 120 who is no longer actively employed with the municipality and was separated from service by either a service connected disability or normal retirement age as defined by Article 19 F (1)(2).

ARTICLE 3 MANAGEMENT RIGHTS

- A. This agreement is not in derogation of any right of the Township, the Supervisors, or the Chief of Police to establish appropriate and non-conflicting rules and regulations for the Police Department and the Active Police Employees that defines the duties, responsibilities, the job descriptions and ranks, and to otherwise operate and manage the affairs of the Department of Police. The Active Police Employees recognize the exclusive right of the Township to establish departmental policy, rules and regulations and the scope of the duties and responsibilities of the Active Police Employee.
- B. The Township reserves to itself the rights to discipline, discharge, promote, hire and assign Active Police Employees. The Township further reserves all rights and authority to which by law it is entitled including the right to consolidate or reorganize the operations of the Police Department. The exercise of management prerogative will not contravene the specific provisions of this agreement.
- C. Nothing contained in this agreement shall be held or construed as a contract or guarantee of employment or create any liability upon the Township to retain any person in its service. The Township reserves its full right to discontinue the service of any person, subject to the provisions of the law, without any liability, except for salary and wages that may be due and unpaid, whenever in its judgement its best interests so require, and such discontinuance shall be without regard to this agreement.

ARTICLE 4. RESIDENCY REQUIREMENT

- A. Active Police Employees who were hired after December 31, 1980, and who are hereinafter hired must establish and maintain their principle residence within twenty-five (25) highway miles of the Township within six (6) months of the commencement of their employment unless otherwise extended by the Township.

ARTICLE 5. OUTSIDE EMPLOYMENT

- A. Active Police Employees shall not be engaged in gainful employment or other occupations or business operations, which will interfere with the performance of their regular police work. The Chief of Police shall have the right to limit outside employment in accordance with the rules and regulations adopted by him or her from time to time.

ARTICLE 6. DISCHARGE AND DISCIPLINE

- A. All Active Police Employees will be subject to discipline, demotion or reduction in rank, discharge, removal or suspension in accordance with the rules, regulations, and policies established by the Township through the Board of Supervisors or Chief of Police, and otherwise in accordance with the Act of June 15, 1951, P.L. 586, Sec 2, as amended, 53 P.S. Sec 812. The Township, through the Board of Supervisors or Chief of Police, may terminate, discharge or remove for any reason an Active Police Employee who is employed during a probationary period, or an Active Police Employee who is on a probationary period of promotion in rank and may reduce the rank from which an Active Police Employee was promoted.

- B. It is understood that the Township, through the Board of Supervisors or the Chief of Police, will have the exclusive authority to adopt, modify and amend, or to implement the codified Duty Manual. **Refer to Appendix A.**
- C. The parties agree that a part-time Police Officer shall not be covered under the Police Tenure Act. The part-time Active Police Employee will have no guarantee of employment or of a minimum of work hours.

ARTICLE 7. STRIKES OR SLOW DOWNS

- A. The Active Police Employees agree there shall be no strikes, picketing, slowdowns, or "sick outs", or any other action or inaction taken to impede the operations of or the efficiency of the Police Department.

ARTICLE 8. WAGES

- A. Wages increase table

CALENDAR YEAR	Base Salary				
	2015	2016	2017	2018	2019
<i>Base Increase</i>		3%	3%	3%	3%
Patrol Officers:					
0 to 6 months	\$45,383	\$46,744	\$48,146	\$49,591	\$51,078
7 to 12 months	\$50,253	\$51,761	\$53,313	\$54,913	\$56,560
13 to 18 months	\$55,123	\$56,777	\$58,480	\$60,234	\$62,041
19 to 24 months	\$59,992	\$61,792	\$63,646	\$65,555	\$67,522
25 to 30 months	\$64,862	\$66,808	\$68,812	\$70,876	\$73,003
31 to 36 months	\$69,732	\$71,824	\$73,979	\$76,198	\$78,484
37 to 42 months	\$74,601	\$76,839	\$79,144	\$81,519	\$83,964
43 to 48 months	\$79,518	\$81,904	\$84,361	\$86,891	\$89,498
49+ months	\$84,339	\$86,869	\$89,475	\$92,159	\$94,924
Detectives:	\$87,666	\$90,296	\$93,005	\$95,795	\$98,669
Corporals:	\$88,556	\$91,213	\$93,949	\$96,767	\$99,670
Sergeants:	\$91,086	\$93,819	\$96,634	\$99,533	\$102,519

- B. The parties agree that any Active Police Employee receiving Senior Officer salary and any Active Police Employee receiving an adjusted pay grade prior to this agreement will continue to maintain that status.
- C. The parties agree that the Township shall be permitted in its sole discretion to employ a new Active Police Employee at a salary or pay grade between 0 and 48 months of service, upon the recommendation of the Chief of Police to the Board of Supervisors, as a result of prior experience as a Police Officer.

A Probationary Active Police Employee, who has successfully completed Act 120 training prior to being hired, shall receive a starting salary beginning at seven (7) through twelve (12) months of service.

In no event shall credit for prior experience represent or constitute credit for service or constitute an addition to service with the Township for the purpose of any other provision in this agreement, including but not limited to pension, vacation, seniority or for reduction in the Probationary Employee Status.

- D. It is understood and agreed that the annual base wage or salary scale established herein for the Active Police Employees for each calendar year will represent a base annual wage benefit computed on a yearly total and paid in equal bi-weekly and direct deposit payments for and during the term of the Active Police Employee's employment with such offsets for withholding taxes, Social Security, pension contributions and other deductions as may be required by law. However, for those hours worked in excess of 2080 hours per year, being in excess of the weekly average of forty (40) hours which is used to calculate the annual base wage, the Township will pay the Active Police Employee for those excess hours at the base hourly wage rate that is computed by dividing the total of 2080 hours into the annual wage or salary of each Active Police Employee.
- E. Investigators Pay: A patrol officer, designated by the Chief of Police at his discretion to perform investigative duties in plain clothes, i.e. function as a detective in a temporary capacity, shall receive as assignment pay an additional one hundred dollars (\$100) per month or twenty-five dollars (\$25) per full week in that capacity. The investigator's pay is continued only as long as the patrol officer continues to be assigned to that position.
- F. Rank Differential: Whenever the Chief of Police designates a patrol officer as an "Officer in Charge" (O.I.C.) of a work tour, that officer shall assume the responsibility of Acting Sergeant due to no higher rank being available. The officer will be paid at the rate of Sergeant's pay beginning at the termination of the majority of the shift the officer has acted in the capacity of Sergeant. The rate of pay will be retroactive to the first hour of the tour of duty. The rank differential for Corporal shall be five percent (5%) over that of a top patrol officer. The rank differential for Sergeant shall be eight percent (8%) over that of a top patrol officer. A Corporal will receive a Sergeant's rate of pay if the Sergeant is absent for more than two (2) weeks.
- G. Professional Development: Active Police Employees that have reached the milestone of personal Police Accreditation or a combination of Accreditation and education credit units shall receive the following percentage of base salary according to rank after their thirty-sixth (36th) month of employment:

Level of Accreditation	Effective January 1, 2016
Accredited Officer	1.75% of base pay
and 60-120 credits/CEUs	2.00% of base pay
and 120+ credits/CEUs	2.50% of base pay

The Accreditation format, credit and CEU conversion formula, and application are hereby incorporated as **Appendix B**. For the purposes of this article, graduates of the FBI National Academy, Northwestern Command Institute, or their equivalent shall receive the same base percentage as an accredited officer.

- H. Tuition Reimbursement: Active Police Employees will be reimbursed eighty percent (80%) of the cost of each course, up to an annual cap of five-thousand dollars (\$5,000), for receiving grades A or B. Reimbursement will be reduced to fifty percent (50%), with an annual cap of three-thousand one-hundred twenty-five dollars (\$3,125) for a C grade. There will be no reimbursement for a grade lower than C. An application for tuition reimbursement must be made to and approved by the Township Manager prior to registering for a course. The maximum annual cap is five-thousand dollars (\$5,000).

If an Active Police Employee separates or otherwise leaves employment with Warrington Township prior to five (5) years of service, they are responsible for refunding the Township the costs of tuition and training reimbursement(s).

ARTICLE 9. LONGEVITY

- A. Each Active Police Employee who completes five (5) years of continuous service to the Township shall be eligible for an annual longevity increment in accordance with the following schedules. The longevity payment will be made for any officer who reaches the longevity milestone during the calendar year in the first pay period of December each year. The payment shall be made as a separate transaction from any other payment made to the Active Police Employee (i.e. Kelly, vacation, holiday, or regular pay). Effective January 1, 2010, a new longevity scale shall be implemented as follows:

YEARS OF SERVICE	% OF BASE RATE
After 5 years of service	1.50%
After 6 years of service	1.75%
After 7 years of service	2.00%
After 8 years of service	2.25%
After 9 years of service	2.50%
After 10 years of service	3.00%
After 11 years of service	3.25%
After 12 years of service	3.75%

YEARS OF SERVICE	% OF BASE RATE
After 13 years of service	4.00%
After 14 years of service	4.25%
After 15 years of service	4.50%
After 16 years of service	4.75%
After 17 years of service	5.00%
After 18 years of service	5.25%
After 19 years of service	5.50%
After 20 years of service	5.75%

- B. Any officer hired after January 1, 2016 shall receive the following longevity scale:

YEARS OF SERVICE	% OF BASE RATE
After 5 years of service	1.50%
After 6 years of service	1.75%
After 7 years of service	2.00%
After 8 years of service	2.25%
After 9 years of service	2.50%
After 10 years of service	3.00%
After 11 years of service	3.25%
After 12 years of service	3.75%

ARTICLE 10. OVERTIME

- A. The Township will pay the Active Police Employee the overtime rate of one and one-half (1 ½) times the base hourly wage rate for those hours worked in excess of their regularly scheduled work tour. Overtime shall be paid for each full one half (1/2) hour unit of

continuous time in excess of the regular work tour. There shall be no pyramiding of overtime.

- B. The Chief of Police shall have the right to determine how to cover manpower shortages should the situation arise. In order to equalize overtime throughout the department, a revolving overtime list will be established to be used to cover manpower shortages as needed.
- C. Should an Active Police Employee be called into work from his home for emergency duty for other than a work tour, and with less than six (6) hours notice by the Township at a time when he or she is on his or her time off, then in that event the Active Police Employee will be paid a minimum of two (2) hours at the overtime rate of one and one-half (1 ½) times their base hourly wage rate. The premium overtime earned by the Active Police Employee will be paid bi-weekly and included with the Active Police Employee's regular wages.
- D. Active Police employees shall receive a minimum of twelve (12) hours of time off between shifts. In the event that an Active Police Employee is required to work with less than twelve (12) hours time off between shifts, he/she shall be paid at the overtime rate for all hours worked less than the required twelve (12) hour minimum. The overtime rate/minimum hours shall not apply when:
 - (1) Hours worked within the twelve (12) hours minimum are a result of a requested shift change by the Active Police Employee;
 - (2) There is a swap of work hours with another Active Police Employee;
 - (3) The Active Police Employee is attending school;
 - (4) Hours worked extending his/her scheduled shift for approved overtime assignments (i.e. arrests, street coverage due to an arrest, etc.); or
 - (5) Scheduled details voluntarily accepted by the Active Police Employee.
- E. **Compensatory Time:** An Active Police Employee may accumulate the maximum permitted by law at four hundred-eighty (480) hours of compensatory time-off, which equals three-hundred twenty (320) hours of actual overtime worked. An Active Police Employee may be permitted to use compensatory time within a reasonable period after making the request, if doing so doesn't "unduly disrupt" the operations of the police department. Requests for compensatory leave time will be granted within a reasonable time period provided that requirements for staff and services and the availability of qualified substitute staff can be achieved. A compensatory time request that would result in a loss of minimum manpower staffing for a squad must be submitted with no less than five (5) days notice prior to the day requested off. An overtime posting will be published to fill the vacancy. If the vacancy is not filled, the request for compensatory time will be denied for it imposes an unreasonable burden on the department's ability to provide services of acceptable quality and quantity for the public during the time requested without the use of the employee's services. If compensatory leave time is denied, it will

be scheduled on the next available workday that meets the aforementioned criteria. It is understood that other scheduled time off has precedence over compensatory and Kelly time (see Article 21).

- F. The Township shall redeem and buy back from each Active Police Employee upon his or her retirement or separation from service for any reason, including death, the accrued time then remaining in his or her "compensatory time-off bank" up to four hundred-eighty (480) hours at the then existing straight rate of the Active Police Employee's salary. The redemption sum of the last three (3) years of earned compensatory time paid under and pursuant to this section shall constitute part of the Active Police Employee's current year benefits and compensation, which is used in computing the Active Police Employee's final average compensation and calculating the pension benefit.

ARTICLE 11. COURT APPEARANCE

- A. Should an Active Police Employee be required to be "on call" on any day he or she is not required to work "day work" by the Township for attendance, in any court or administrative hearing, by reason of his or her duties as a police officer, the Township will pay the Active Police Employee fifty dollars (\$50). The Township will not be responsible to compute such time spent in determining overtime set forth in Article 10.
- B. If the Active Police Employee is called to Court or is required to attend a hearing at the office of the Magisterial District Judge by reason of his or her duties as an Active Police Employee during any scheduled time-off, The Active Police Employee will be paid a minimum of three (3) hours for such attendance and receive full credit for the entire time spent in attendance at one and one-half (1 ½) times their base hourly wage rate. If the hearing in Court or before the Magisterial District Judge is scheduled one hour prior to or after the officer's assigned shift, the minimum will be reduced to one (1) hour. For a court of record, the minimum shall be four (4) hours at their overtime rate.
- C. Any Active Police Employee who is subpoenaed or subject to lawful process in a civil proceeding by reason of his or her duties as an Active Police Employee, shall be required to provide notice of such to the Chief of Police or his designee prior to the scheduled date and time of attendance.

If the Active Police Employee is required to attend during any scheduled time-off, the Active Police Employee shall be paid at one and one-half (1 ½) times their base hourly wage rate, however, the Township shall have the exclusive right to bill for all time and expenses incurred. The Active Police Employee will be permitted to retain the witness fee and mileage reimbursement issued for attendance and paid through the Court.

ARTICLE 12. HOLIDAYS

- A. The Township shall compensate Active Police Employees, who have successfully completed probation, for holidays as follows:
 - (1) **Fifty-six (56) hours of pay** at their base hourly wage rate unless the Active Police Employee notifies the Chief of Police, in writing, on or before December 31st of

the preceding calendar year, that the aforesaid fifty-six (56) hours will be taken in the form of time-off (opted time). Should an Active Police Employee elect for time-off with pay, the time off must be taken in their work tour increments in accordance with the current policies, rules, and regulations of the Police Department.

- (i) The payment shall be made as a separate transaction from any other payment made to the Active Police Employee (i.e. Kelly, vacation, longevity, or regular pay) in the first pay period of December each year.
 - (2) **Forty-eight (48) hours of time off** with pay at their base hourly wage rate. The time off with pay shall only be taken in accordance with the policies, rules, and regulations of the Police Department.
- B. The Township shall compensate Active Police Employees who have less than twenty-five (25) months of service as follows:
 - (1) Active Police Employees with zero (0) to twelve (12) months of service shall receive **twenty-four (24) hours of pay** at their base hourly wage rate.
 - (2) Active Police Employees with thirteen (13) to twenty-four (24) months of service shall receive **forty-eight (48) hours of pay** at their base hourly wage rate.
 - (3) In addition to the above, Active Police Employees with less than twenty-five (25) months of service shall receive **forty (40) hours of time-off** with pay at their base hourly wage rate. The time-off shall only be taken in accordance with the current policies, rules, and regulations of the Police Department.
- C. For the calendar years 2016-2019, Active Police Employees shall receive sixteen (16) hours of personal holiday time off each year with pay at their base hourly wage rate. Personal holiday time-off may only be taken in accordance with the current policies, rules, and regulations of the Police Department.
- D. The time-off allowed each Active Police Employee under this Article may be accumulated and carried over into the next calendar year. The accumulation or the carrying over of holidays will be allowed provided they are taken in the calendar year following the year in which they are earned. If the Active Police Employee does not use the holidays in the year earned or in the carry-over year, and therefore cannot conform to the current policies, rules, or regulations of the Police Department, the entitlement to the day off, or pay for any equivalent eight (8) hours shall be forfeited by the Active Police Employee.
- E. **Festive Pay** Officers that work the following festive holidays will receive an additional one-half pay (.5x) for specified hours as follows:

FESTIVE HOLIDAY	HOURS SUBJECT TO .5X PAY
Thanksgiving Day	0700-2359 Hours
Christmas Eve	0700-2359 Hours
Christmas Day	0700-2359 Hours
New Year's Eve	1900-0700 Hours

ARTICLE 13. EMERGENCY LEAVE

- A. In the event of a critical injury or illness to an Active Police Employee's spouse, child or parent, the Active Police Employee will be allowed "emergency leave" with pay up to the maximum of five (5) days per year.
- B. In the event of the death of an Active Police Employee's spouse, sibling, child, or parent, the Active Police Employee will be allowed "emergency leave with pay up to (5) days per occasion.
- C. In the event of the death of an Active Police Employee's Grandparent, father-in-law, or mother-in-law, the Active Police Employee will be allowed "emergency leave" with pay of one (1) day for funeral attendance.
- D. The time taken under the provision of this Article is subject to approval by the Chief of Police or his designee.

ARTICLE 14. VACATION

- A. Each Active Police Employee shall be authorized a vacation period with pay computed from the date of commencement of his or her employment with the Township in a manner and at the times provided by the rules and regulations of the Police Department in a calendar year as follows:

LENGTH OF SERVICE	VACATION TIME
7-12 months	Forty-Eight (48) hours
13-48 months	Eighty-Four (84) hours
49-108 months	One Hundred-Twenty (120) hours
109-180 months	One Hundred-Sixty-Eight (168) hours
Over 181 months	Two Hundred Four (204) hours

- B. Officers hired after January 1, 2016, will be subject to a revised vacation accrual schedule as follows:

LENGTH OF SERVICE	VACATION TIME
7-12 months	Forty-Eight (48) hours
13-60 months	Eighty-Four (84) hours
61-120 months	One Hundred-Twenty (120) hours
Over 120 months	One Hundred-Sixty-Eight (168) hours

- C. The parties recognize that advance planning and in many cases a substantial commitment is required for many vacations. In an effort to minimize the possibility of an employee having to cancel or reschedule a planned vacation, vacation time shall be taken as follows:
- (1) Each officer may request approval for the use of vacation time more than thirty (30) days in advance of the start of the vacation.
 - (i) Advanced vacation approval will only be considered for vacation requests utilizing at least forty (40) consecutive hours or more of vacation time.
 - (ii) Requests for advanced vacation approval must be submitted by March 1st of each calendar year for vacation to be used in that same calendar year. Active Police Employees who choose this option may modify or rescind the submitted hours or dates after the vacation has been approved, however, the Active Police Employee making the modification shall lose his or her seniority status regarding those hours that were modified or rescinded and shall not bump another Active Police Employee's vacation that has been approved.
 - (2) All vacation requests submitted after March 1st of each year will not be approved until thirty (30) days prior to the start of the vacation request.
- D. The parties recognize that the Chief of Police may establish minimum manpower standards for each squad/platoon or division. Vacation requests that would cause the manning to fall below the minimum established levels will not be considered for approval.
- E. Any conflicts arising from two (2) or more Active Police Employees from the same squad/platoon or division, requesting the same vacation time-off will be settled first by rank followed by seniority. However, an Active Police Employee with less seniority, who has submitted an advanced vacation request prior to and approved on March 1st, cannot be "bumped" from the vacation by a ranking or senior officer submitting a vacation request after March 1st.
- F. The Chief of Police or his designee may cancel a pre-approved vacation on short notice in the event of a bona fide emergency.
- G. Active Police Employees shall be allowed to carry over forty (40) hours of unused vacation time for one (1) year; or sell the unused time back to the Township at the Active Police Employee's base hourly wage rate at the first pay period of the following year. Officers hired after January 1, 2016 will not be permitted to sell back forty (40) hours of vacation time until after having worked a minimum of thirty-six (36) months.

ARTICLE 15.

CLOTHING ALLOWANCE

- A. The Township will provide a uniform and equipment allowance for each Active Police Employee. The account will be used by the Active Police Employee for the maintenance and/or replacement of uniforms to ensure he/she wears "serviceable" uniforms, and for purchasing police related equipment to aid the Active Police Employee's in their duties. Authorized items shall include, but are not limited to, uniform shirts, pants, jackets, coats, leather gear, boots/shoes, additional handcuffs, vest carriers, vest t-shirts, Crimes Code, Vehicle Code, other similar law books, police related reference materials, flashlights, thermal underwear, equipment specifically designed for females, specialized equipment, etc., as approved by the Chief of Police.

All uniforms and equipment must conform to department specifications and officers shall be individually responsible for the condition, appearance and condition of uniforms and equipment.

If the department makes a unilateral uniform change, said cost shall be incurred by the Township, not from the Active Police Employee's account. Body armor will continue to be replaced by the Township on a schedule recommended by the manufacturer of the vest. If the Department authorizes a new uniform item or equipment and does not mandate that all members obtain the item, but approves its use, the Active Police Employee may elect to use the item and the cost shall be paid from the Active Police Employee's allowance.

The allowance will be credited annually on January 1st to each officer in the amount of Eight-Hundred Dollars (\$800.00) and will be in the form of a voucher redeemable at authorized vendors selected by the Chief of Police. Any balances that remain on account unused by December 31st of that current year shall be lost and no longer available for the officer. Probationary Active Police Employees are exempt from this allowance.

- B. Each Active Police Employee promoted to the position of Detective, or assigned as an Investigator, will receive one half (½) of the uniform/equipment allowance provided in section A, and will receive a clothing and shoe allowance of One Thousand Dollars (\$1,000.00). Receipts shall be submitted directly to the Chief of Police for reimbursement of approved police equipment and clothing purchases. Any uniformed employee who receives a promotion to the rank of Detective or an assignment as an Investigator shall have the clothing, shoe and equipment allowance prorated on a month-by-month basis.
- C. The Township will provide a cleaning service for the Active Police Employee's uniforms, jackets and ties. This service will also provide cleaning for those Active Police Employee's in plain clothes. The allowance shall be to a maximum of Three Hundred Seventy-Five Dollars (\$375) per Active Police Employee per year. Any balance that remains unused by December 31st of that current year shall be lost and no longer available for the Active Police Employee.

ARTICLE 16.

GROUP LIFE INSURANCE

- A. The Township will establish and maintain a policy of Group Life Insurance for each full-time Active Police Employee with six (6) months of service with benefits as follows:
 - (1) No less than two (2) times their annual salary to a maximum of One Hundred Thousand dollars (\$100,000) death benefit policy with double indemnity in the event of accidental death.
 - (2) A death benefit for the spouse and dependent children of the Active Police Employee in the amount of Three Thousand Dollars (\$3,000).
- B. Each part-time Active Police Employee with six (6) months of service or more will be insured in the face amount of Thirty Thousand Dollars (\$30,000).
- C. The Group Life Insurance coverage will be provided to each full-time Active Police Employee for a period of thirty (30) days post retirement or disability. This coverage will not be provided to any Active Police Employee whose employment terminates and who does not have a minimum of twelve (12) years of service. Refer to Appendix C for Life and Disability Plan Document.

ARTICLE 17.

HEALTH INSURANCE

- A. The Township will provide and maintain for each full-time Active Police Employee, a policy of medical, hospitalization, and major medical insurance for the Active Police Employee, his or her spouse and any dependent children. The parties agree that no coverage or benefits under this Article are to extend to part-time Active Police Employees.
- B. Active Police Employees shall subscribe to a Point of Service (POS) health plan administered by the Aetna Health Network on behalf of the Delaware Valley Health Insurance Trust (DVHIT). Said benefits and copays are enumerated in the schedule of benefits, herewith attached as **Appendix D**, with the exception of hospitalization. (*See Section F below*)
- C. Active Police Employees, hired after January 1, 2016, shall subscribe to a Preferred Provider Organization (PPO) health plan administered by the Aetna Health Network on behalf of the Delaware Valley Health Insurance Trust (DVHIT). Said benefits and copays are enumerated in the schedule of benefits, herewith attached as **Appendix D**, with the exception of hospitalization. (*See Section F below*)
- D. The Township shall provide and maintain for each full-time Active Police Employee, his/her spouse and any dependent children, a prescription drug plan administered by the Aetna Healthcare Network on behalf of the Delaware Valley Health Insurance Trust (DVHIT). Refer to **Appendix D** for the enumerated schedule of benefits.
- E. The Township shall provide and maintain for each full-time Active Police Employee, his/her spouse, and dependent children, a dental insurance plan. The plan shall provide

basic and supplemental coverage including orthodontics. The plan shall be administered by Delta Dental of Pennsylvania on behalf of the Delaware Valley Health Insurance Trust (DVHIT). Effective January 1, 2012, the orthodontic benefit shall be increased to Two Thousand Dollars (\$2,000). Refer to **Appendix E** for the enumerated schedule of benefits.

- F. The premium cost for health insurance under this Article shall be fully paid by the Township. The Township shall immediately reimburse the police employee, who provides adequate proof of payment, the full amount, to a maximum of Five Hundred dollars (\$500.00) for the POS Plan and a maximum of One Thousand Dollars (\$1000.00) for the PPO Plan, for hospitalization, per occurrence. The reimbursement shall be by check or by replenishing HRA funds in the employees account.
- G. The Township will provide post-retirement health coverage for the Active Police Employee, his or her spouse and dependent children as follows:
 - (1) Active Police Employees with five (5) or more years of service and not eligible for retirement shall receive coverage for the remainder of the calendar month plus two (2) calendar months immediately following separation from service not to exceed three (3) months of coverage.
 - (2) Each Active Police Employee who retires on or after January 1, 2005 with twenty-five (25) years of service or is separated with a service connected disability, will be eligible for continued medical coverage in the Township's medical plan for Active Police Employees under the following terms and conditions:
 - (i) The Active Police Employee retires upon or after becoming eligible for normal retirement (age 50 with 25 years or more of service, or age 53 with 25 years or more of service if hired after January 1, 2016)
 - (ii) Any retiree who is eligible for medical insurance through other employment or through his or her spouse shall not receive post-retirement health payments. It shall be the Retiree's responsibility to report any eligibility for any health benefit to the Township. All Retiree's receiving post-retirement health payments shall be required, on an annual basis, to fill out a form certifying that the Retiree is not eligible for health benefits from the Retiree's employer or the employer of the Retiree's spouse. If such a Retiree thereafter loses eligibility for the payment, he or she may again become eligible for post-retirement health payments by certifying that he or she no longer has outside health coverage under a separate employer's plan or a spouse's plan.
 - (iii) The Township will pay seventy percent (70%) of the premium cost for the Retiree, spouse and dependent children for five (5) years immediately following retirement. During the sixth (6th) and seventh (7th) year of retirement, the Township will pay seventy percent (70%) of the premium

cost for the Retiree only. The Township contribution is thereafter capped at seventy percent (70%) of the seventh (7th) year rate and the Retiree will continue to receive that benefit until the Retiree is eligible for Medicare. Any premium increases for the eighth (8th) and subsequent years will be the responsibility of the Retiree.

- (iv) Coverage will terminate upon Medicare eligibility.
- (v) Retiree health insurance will include the same coverage(s) as for Active Police Employees; major medical, hospitalization, prescription, vision and dental coverage.

H. The Township will provide each full-time Active Police Employee, with six (6) months or more service, and his or her spouse and dependent children, with a cafeteria type benefit to reimburse the Active Police Employee for those actual expenses incurred for medical, hospitalization, optical, dental care, or health club memberships that are not covered by or reimbursed by any insurer or third-party source. The maximum cafeteria benefit available is Six Hundred Dollars (\$600). Officers may, at their option, use the \$600.00 benefit first.

(1) The Cafeteria benefits may not be accumulated or carried forward into the next calendar year.

(2) Health Reimbursement Arrangement: Effective January 1, 2010, the Township shall adopt a Health Reimbursement Arrangement (HRA) whereby the member shall be reimbursed for out of pocket medical expenses permissible under IRS Section 213(d). The Township shall credit each member with One Thousand Dollars (\$1,000) annually, each January 1st. Amounts unused from a prior year shall carry over from year to year and into retirement. **Refer to Attachment F.**

(3) Coincident with the implementation of the HRA above, The Township shall have the right to adopt the Health Insurance plan as attached to this Award.

I. The parties agree that the Township has the right to select the insurance carrier for all benefits covered, provided the coverages in each category are identical or better than that presently in force.

J. Employees who document to the Township that they are adequately covered by other health insurance may, upon such documentation and written request to the Township, opt to receive a payment of Seven Thousand Five Hundred Dollars (\$7,500), to be paid in two (2) installments, one in July and the balance in December. Employees may re-enroll in the Township's health insurance plan by giving the Township thirty (30) days advance notice, provided that once an employee re-enrolls, he/she may not opt to withdraw again prior to the end of the current contract year. This compensation will not be factored into the Officer's final pension calculation.

- (1) No deductions, outside of the required tax withholdings, will be initiated without the Active Police Employee's request.

ARTICLE 18.

FALSE ARREST AND LEGAL DEFENSE

- A. The Township will provide and maintain a plan of insurance that insures the Active Police Employee with insurance coverage with limits of not less than One Million Dollars (\$1,000,000.00), and shall be responsible for judgements rendered against an Active Police Employee in job-related suits.
- B. If an Officer is charged with a criminal action arising from the performance of his or her duties, he or she shall select his or her own attorney. The Township shall pay for the fees of such counsel to the extent the fees are in line with prevailing rates in the area.
- C. In an Officer is a defendant in a civil suit arising from the performance of his or her duties, the Township shall immediately furnish counsel and defend the Officer.

ARTICLE 19.

PENSION AND RETIREMENT PLAN

- A. The parties agree to amend and revise the Active Police Employee's Pension and Retirement Plan (under Act 600 thereafter amended by Act 30). The Township has enacted an Ordinance and provided by Resolution for the establishment of a Police Pension and Retirement Plan for full-time Active Police Employees. **Refer to Attachment G.**
 - (1) Active Police Employees who have sustained a service related impairment, condition or disability which shall constitute a "Total Disability", herein before defined, and which shall prevent the Active Police Employee from performing his or her duties and otherwise to function as a Police Officer with duties as shall be determined by the Township, shall also be considered for disability retirement benefits as is hereinafter provided in Section G of this Article.
 - (2) An Active Police Employee will be deemed to be "Totally Disabled" when the Active 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 as a direct result of an injury or a condition that has occurred in the course of the Active Police Employee's employment as a Police Officer for the Township.
 - (3) The Township reserves the right to require an Active Police Employee who has been determined to be eligible for the pension benefit because of a disability to present evidence of the "Total Disability" and of the continuance of the disabling condition from time to time. The Township may require an Active Police Employee so determined to be eligible to submit to medical examinations, testing, and other necessary and reasonable procedures from time to time as a pre-condition to the continued eligibility and payment of the pension benefit.
- B. The Active Police Employee who is eligible for retirement benefits, or for "service connected" disability retirement benefits, as has been recited above, shall be paid an

amount which represents a fifty (50%) percent portion of his or her actual monthly earnings paid over a period of the last thirty-six (36) months immediately preceding retirement or the onset of the disability, but in no event less than (50%) fifty percent of the Active Police Employee's salary at the time the disability occurred. This sum will include overtime pay, longevity increments and other direct monetary compensation excluding reimbursement expenses or payment made in lieu of expenses, non-salary compensation (fringe benefits), or any other non-salary payments or allowances, (e.g. uniform allowances). The amount so paid will commence and be payable in accordance with Article 19 (G) of this Agreement.

- C. The eligible Active Police Employee shall receive the full retirement or disability benefits herein provided, regardless whether a Social Security or Worker's Compensation benefit may be paid or received. There will be no reduction or offset from the retirement or disability benefit payable to the Active Police Employee which is herein provided by reason of the existence or payment to him or her of Social Security benefits or Worker's Compensation benefits. However, if there is no-fault automobile insurance benefits available, there shall be an offset and credit to the Plan or Retirement Fund equal to the amount so paid to the Active Police Employee, or his or her spouse, or dependent children, as the case may be.
- D. It is further understood and agreed that part-time Active Police Employees are not eligible for service related disability pension and disability benefit regardless to the number of years of service.
- E. The contributions to the Pension Plan and Retirement Fund to affect and assure that it remains and continues to be actuarially sound shall be made as follows:
 - (1) Gross earnings shall include annual salary, and overtime, longevity pay, holiday pay, and any other monetary compensation paid to the Active Police Employee. Gross earnings shall not include reimbursed expenses or any payment made in lieu of expenses non-salary compensation or fringe benefits. The Township is authorized to make deductions from each Active Police Employee's pay for this purpose. Effective January 1, 2010, and for each year this Award thereafter, if anticipated general municipal pension plan state aid attributable to the police department is insufficient to meet the Minimum Municipal Obligation (MMO), the Township may assess member contributions to the police pension plan to a maximum of five percent (5%).
 - (2) The Township is authorized and empowered to pay out of Active Police Employee contributions any premium cost incurred for any disability insurance plan deemed suitable to fund the Pension Plan, or to pay any benefit to a disabled Active Police Employee.
 - (3) The Township shall contribute to the fund in order to maintain and provide the benefit contemplated by the Pension Plan, only after credit has been allowed for any State contributions, public contributions, Active Police Employee contributions, insurance proceeds, and any other earnings by the Pension Plan.

The amount of the Township contributions shall be determined by an actuary to keep the Pension Plan actuarially sound.

- (4) The Active Police Employees are authorized to offset the required contributions set forth under Article 19 D (1) by funds obtained from the Fraternal Order of Police or Police Benevolent Association (PBA) sponsored events. The Township reserves the right to give prior approval to any PBA sponsored fund raising solicitation.
- F. All full-time Active Police Employees regularly working not less than forty (40) hours per week shall be members of the Pension Plan. Each Active Police Employee shall be eligible and may retire from the Police Department on the first day of the month which next follows the day on which the Active Police Employee:
- (1) Was retired due to a service related disability.
 - (2) Attains the age of fifty (50) years and has accumulated twenty-five (25) years of service if hired prior to January 1, 2016.
 - (3) Attains the age of fifty-three (53) years and has accumulated twenty-five (25) years of service if hired on or after to January 1, 2016.
- G. The Pension payment shall be equal to fifty (50%) percent of the Active Police Employee's average actual monthly earnings computed over a period of the last thirty-six (36) months worked immediately preceding retirement, which sum will include overtime pay, longevity increments and other direct monetary compensation (i.e. Township contributions to an individual's 457 plan) , excluding reimbursed expenses or payments made in lieu of expenses, non-salary compensation (i.e. fringe benefits) and any other payments or allowances (e.g. uniform allowances).
- (1) Effective January 1, 2012, any vested (12 years) officer that retires or leaves in good standing from the Township will be entitled to receive a severance check equaling \$10 per hour of his/her sick leave balance, not to exceed 1,000 hours or \$10,000. This compensation will not be factored into the Officer's final pension calculation. (see Article 20 I)
- H. An Active Police Employee who has attained his Early Retirement Date (twenty years of service), shall upon application, be entitled to a monthly pension by averaging the Officer's final thirty-six (36) months of compensation. The early retirement benefit shall become effective as of the date the application is filed with the governing body or the date designated on the application, whichever is later, and shall be the actuarial equivalent of a partial superannuating retirement benefit calculated as follows:
- (1) A partial superannuating retirement benefit shall be determined by applying the percentage that the Member's years of service bear to the years of service that the Member would have rendered had the Member continued to be employed until his superannuating retirement date to the gross pension amount calculated using the monthly average salary during the appropriate period prior to his termination of employment.

- (2) The actuarial equivalent of the partial superannuating retirement benefit shall be determined by actuarially reducing the partial superannuating retirement benefit to reflect that it will commence on the effective date of the early retirement rather than on the date on which the member would have completed superannuating age and service requirements. The actuarial reduction shall be calculated using the actuarial assumptions reported in the last actuarial valuation report filed with the Public Employee Retirement Commission under the act of December 18, 1984 (P.L. 1005, No. 205), known as the "Municipal Pension Plan Funding Standard and Recovery Act."
- I. Upon the death of the Active Police Employee whether prior to or after the retirement, the following death and survivor benefits will be payable by the Pension Plan:
- (1) The surviving spouse of the Active Police Employee will receive a monthly pension benefit commencing on the first day of the month next following the date on which the Active Police Employee's death occurred and terminating on the first day of the month in which the surviving spouse of the Active Police Employee dies. That sum is equal to fifty (50%) percent of the monthly pension benefit which was then being paid to the retired Active Police Employee (Retiree) or which would have been payable to the Active Police Employee had he or she qualified for benefits as above provided under the Pension Plan as of the date on which his or her death occurred.
 - (2) Instead of the pension benefit defined in section I (1) above, in the event an Active Police Employee is killed in the line of duty, the surviving spouse or dependent children will be eligible for a monthly pension benefit based upon 100% of the final salary earned by the Active Police Employee.
 - (i) Effective January 1, 2016, Killed in Service benefits shall be provided in accordance with Act 51.
 - (3) If the Active Police Employee should die without leaving a surviving spouse or if the surviving spouse has died, then in that event there will be paid monthly pension payment to the guardian of the estate of each surviving dependent child (including step-children and adopted children residing in the same household with the Active Police Employee as of the date of his or her death) commencing on the first day of the month which next follows the date on which the Active Police Employee's death occurs, or his or her spouse dies as the case may be, and terminating on the first day of the month in which the dependent child either dies, or attains the age of eighteen (18) years, or, if a full-time student, the age of twenty-three (23) years, whichever event first occurs.
 - (i) The monthly benefits shall be proportionately allocated to each dependent child and shall not exceed fifty (50%) percent of the monthly pension benefit that was then being paid to the Active Police Employee; or the monthly pension benefit defined in I (2) if the Active Police Employee has

been killed in line of duty; or, which would have been payable to the Active Police Employee, had he or she been qualified to receive benefits, as above provided under the Pension Plan and as determined as of the date on which the Active Police Employee's death occurred, provided, however, that the aggregate payment of all monthly dependent child benefit payments hereunder may not exceed the monthly benefit that was then being paid to the Active Police Employee's surviving spouse or which would have been payable to the Active Police Employee's surviving spouse if one would have survived or qualified.

- (4) As each dependent child ceases to be eligible for the pension benefit provided, that child's share will become payable to the remaining dependent children who qualify hereunder. The monthly pension benefit formerly paid to the Guardian of the Estate for a dependent child who dies or has attained the age of eighteen (18) years will then be divided among the remaining surviving dependent children who are eligible for such benefit so that the monthly benefit of the remaining dependent children will be increased equally, provided that no such increased benefit shall exceed the monthly pension benefit payable hereunder. The aggregate monthly dependent child benefit shall not exceed the monthly spousal benefit that either had been paid to the spouse or would have been payable.
 - (5) Further, any child conceived at the time of the Active Police Employee's death who is thereafter born to the spouse of the Active Police Employee will be considered a "dependent child" hereunder from the date of his or her birth and such child will be eligible for inclusion in the monthly benefit hereinabove provided.
- J. Active Police Employees who retire on or after January 1, 1994 will be eligible for a cost of living adjustment (COLA) under the Active Police Employees Benefit Plan upon his or her retirement as follows:
- (1) The Township will grant a COLA annually to the retiree upon recommendation from the Pension Advisory Committee at their meeting in the second quarter of the year. The COLA shall be based on the actuarial soundness of the plan after review of an actuarial study conducted every other year according to law.
 - (2) If an unforeseen event occurs which would possibly create a liability on the plan, (i.e. a disability claim), an actuarial study may be conducted in the "off year" to insure the soundness of the plan.
 - (3) The COLA shall be given to all qualified participants receiving pension benefits with a maximum annual increase of 5% or the Consumer Price Index for the Philadelphia Metropolitan region for the preceding calendar year, whichever is less. In no event shall the COLA exceed 75% of his or her compensation that is used to calculate the pension benefit, and it shall not exceed 30% of the final average compensation, whichever is less.

- K. Any full time officer who has five or more years of service with the Police Department and who has served active duty in the Military Service of the United States prior to his employment as an Active Police Employee may elect to purchase credit for up to four years of military service, other than intervening military service. The amount due for the purchase of such credit for military service shall be paid by the Active Police Employee electing same in accordance with the formula set forth in 53 PA. C.S.A. Sec 770, as amended, and shall be paid in a lump sum by the said Active Police Employee within thirty (30) days of his election. Under no circumstance will the Active Police Employee be allowed to purchase years of military service for the purpose of attaining the minimum vesting requirement.
- L. If an Active Police Employee is not survived by a spouse or dependent child and the death benefits payable pursuant to the provisions hereof leave remaining additional contributions made by the Active Police Employee into the Pension Plan that have not been distributed prior to the Active Police Employee's death, the aggregate of all contributions made by the Active Police Employee prior to his or her death with interest thereon computed at the rate of four (4%) percent per annum, compounded annually from the Plan year of deposit to the Plan year of the Active Police Employee's death or retirement, whichever is first to occur, will then be paid to the Active Police Employee's named beneficiary or if no beneficiary, to his or her estate. The death benefit shall equal the excess of such contribution with interest at the Active Police Employee's retirement date over the aggregate of the benefits paid to the Active Police Employee, his or her spouse or dependent children as of the date of his or her death or of the cessation of the spouse's or dependent children's benefits, whichever is last to occur.
- M. Any pension benefits payable pursuant to this Article will be paid to the beneficiary designated by the Active Police Employee on forms provided by the Township and as filed with the Township.
- N. If an Active Police Employee terminates employment with the Township, whether by reason of his or her transfer to another Police Department, or other employer, resignation, discharge, firing or for any reason whatsoever prior to vesting as in hereinafter provided, and unless an authorized leave of absence is duly approved by the Board of Supervisors, that Active Police Employee will be entitled to a refund of all contributions made by him or her then on deposit in the Pension Plan, plus interest on those contributions computed at the rate of four (4%) percent per annum, compounded annually and calculated with regard to the Active Police Employee's contribution in such a manner as to disregard fractional Pension Plan years during which the Active Police Employee's contributions may have been held in the Plan.
- O. An Active Police Employee who has twelve (12) years of continuous service with the Police Department shall be vested with a Pension Plan benefit. Should an Active Police Employee terminate his or her employment with the Township, whether by reason of his or her transfer to another Police Department or other employer, resignation, discharge, firing or for any reason whatsoever following the continuous twelve (12) years of service and after having achieved vesting hereunder, but before completing the requirements for retirement, service requirements, or, of satisfying the disability provisions hereinbefore

set forth, that Active Police Employee may not withdraw his or her contribution and interest accrual of four (4%) percent without the express written consent of the Board of Supervisors.

An Active Police Employee who has not withdrawn his or her contribution and interest accrued of four (4%) percent will be eligible to receive benefits under the Pension Plan upon attaining the age of fifty (50) years and completing twenty five (25) years of service, whichever is last to occur.

An Active Police Employee hired after January 1, 2016, must reach the age of fifty three (53) years and complete twenty five (25) years of service.

- P. Should an Active Police Employee, before completing the age fifty (50) and twenty-five (25) years of service required, or the age of fifty three (53) and twenty five (25) years of service if hired after January 1, 2016, but after having completed twelve (12) years of total service, for any reason ceases to be employed as a full-time Active Police Employee shall be entitled to vest his or her retirement benefits by filing with the Board of Supervisors within ninety (90) days of the date he or she ceases to be a full-time Active Police Employee a written notice of his or her intention to vest. Upon attaining the age of fifty (50) years and after he would have completed twenty five (25) years of service, the Active Police Employee shall then be paid a partial retirement pension allowance determined by applying the percentage that his or her actual years of service as a full time Active Police Employee bears to the total years of service he would have at superannuating retirement. This fraction is then applied to fifty (50%) percent of the Active Police Employee's monthly average earnings during the thirty-six (36) month period prior to his or her termination of employment to derive the amount of the partial retirement pension allowance.

The minimum benefit hereunder is that as authorized by the amendment of December 7, 1979, Act No. 1979-99, 53 P.S. Sec. 771.

- (1) An Active Police Employee hired at age twenty-five (25) who terminates employment with (12) years of service at age thirty-seven (37) will be eligible for 12/25th of a full pension at age (50).
- Q. The Township shall amend the pension plan, effective January 2, 2009, to provide a service increment of service to \$100 per month for each completed year of service in excess of 25 years, up to a maximum service increment of \$500 per month for members who have completed 30 or more years of service.
- R. The Pension Plan shall be administered by an Advisory Committee, which shall consist of eight members as follows:
- (1) Chairman of the Board of Supervisors;
- (2) One additional member from the Board of Supervisors;

- (3) One member elected by the Warrington Township Police Benevolent Association and one (1) alternate;
- (4) Warrington Township Chief Financial Officer
- (5) Warrington Township Manager
- (6) Three members from the community selected by the Board of Supervisors.

The Committee will meet quarterly for the purposes of reviewing actuarial reports, results of pension investments, contents of employee benefit pension communication booklets, and to periodically meet with Township consultants to obtain information and explanation and prepare recommendations to the Board of Supervisors regarding the Police Pension and Retirement Plan.

- S. **Deferred Retirement Option Plan (DROP)** – Active Police Employees may participate in a Deferred Retirement Option Plan (DROP), which was authorized and ordained by the Board of Supervisors on April 11, 2005. Refer to Attachment G. The Active Police Employees waive any claim that their pension benefit must be increased as the result of their participation in the DROP Plan because Act 600 requires payments based on final average compensation in accordance with Article 19 (G).

ARTICLE 20. SICK PAY LEAVE

- A. Each Active Police Employee with 49 months or more length of service will be entitled to a total of ten (10) days sick leave with full pay at his or her base wage rate in any calendar year.
- B. Those Active Police Employees with less than forty nine (49) months of service will be entitled to annual sick leave days for continuous years of service with full pay at his or her base wage rate as follows:

LENGTH OF SERVICE	SICK LEAVE ALLOWANCE
4 to 12 months	5 days
13 to 24 months	5 days
25 to 36 months	6 days
37 to 48 months	8 days
49 months or more	10 days per year

Active Police Employees will not be entitled to sick leave benefits during the first three (3) months of employment. Active Police Employees will not be required to produce a doctor's certification or statement unless he or she is absent for three (3) consecutive work days or more. Active Police Employees who are out of service by reason of sick leave will normally be expected to be at home. Active Police Employees may leave their residence to go to the doctor, hospital, food store, or other medical facility while out sick. Abuse of sick leave will result in discipline against the offender.

- C. Active Police Employees shall be entitled to an additional twenty (20) days of sick leave with pay at one-half (1/2) his or her base salary rate in any calendar year. In no event will unused days of sick leave with one-half (1/2) pay be accumulated beyond the calendar year in which the benefits accrued.
- D. In the event any full-time Active Police Employee, who has attained one (1) year of continuous service, has unused sick leave remaining at the end of any calendar year, the remaining sick leave may be accumulated for a period not to exceed 2,000 hours in accordance with the terms of this Agreement and the provision of the current Police Personnel and Duty Manual.
- E. When unused days of sick leave have accrued to the Active Police Employee, such sick leave is to be reserved and will be available only when the current calendar year's ten (10) days of sick leave with full pay is exhausted.

Accordingly, sick days in the ensuing calendar years will be charged first to the ten (10) days of sick leave allocated to the Active Police Employee for that current calendar year; sick leave in excess of ten (10) days per annum will then be charged to the preceding year's carry-over sick days and when exhausted the next previous year, if any, until exhausted.
- F. When unused sick leave has been accumulated as provided in subsection (E), to a maximum of thirty (30) days, any subsequent unused sick days will be accumulated to the maximum of 2,000 hours to be used for a major illness. Such determination of a "major illness" will be made by the Board of Supervisors upon recommendation of the Chief of Police.
- G. Sick leave will be allowed for any surgical procedure and recovery, either in-patient or outpatient, excluding cosmetic surgery. The Active Police Employee may use his or her accumulated sick leave for such purpose without using the initial thirty (30) days.
- H. Active Police Employees will be permitted to accumulate a maximum 2,000 hours of sick time. An annual statement of accumulated sick time shall be provided to each officer.
- I. Effective January 1, 2012, any vested (12 years) officer that retires or leaves in good standing from the Township will be entitled to receive a severance check equaling \$10 per hour of his/her sick leave balance, not to exceed 1,000 hours or \$10,000. This compensation will not be factored into the Officer's final pension calculation.
- J. The Township shall provide a short-term disability insurance policy, which will provide any disabled Active Police Employee, with a benefit of twenty-six (26) weeks of sick leave with pay at sixty six and two thirds (66 2/3) percent of his or her salary, at the time the disability was incurred. Should any issue of eligibility occur, such a question is to be resolved directly between the carrier and the Township. There will be no waiting period for a non-service connected injury. There will be a seven day waiting period for general sickness, in accordance with the Selective Plan Document.

- K. The Township shall provide a long-term disability insurance policy, to provide any disabled Active Police Employee after six (6) months of disability with a benefit of sixty six and two thirds ($66 \frac{2}{3}$) percent of his or her salary, at the time the disability was incurred, for the duration of the disability.
- L. For purposes of this Article, each day of sick leave shall equal eight (8) hours of pay at the base hourly wage rate.

ARTICLE 21. WORK SCHEDULE

- A. The parties recognize that to meet the public safety needs of Warrington Township, it is likely that the Active Police Employees may be required to work in excess of their regularly scheduled "Tour of Duty," or "Work Tours" from time to time. The parties agree that the wage rate paid to any Active Police Employee will not form the basis of selecting or requiring certain Active Police Employees, rather than others with more seniority to work on their scheduled days off.
- B. The parties agree that the Chief of Police has the right to prepare or fix the work schedule to insure the public safety needs of the Township are met. All good faith efforts shall be exercised to post work schedules no later than January 1 for the entire calendar year. Once the basic work tour (rotation) has been posted, the schedule shall not be unreasonably changed or altered except in the event of a bona fide emergency.
- C. Active Police Employees (excluding probationary Active Police Employees) shall be given thirty (30) days notice of squad changes unless the Employee waives this requirement, or if at the discretion of the Chief of Police, a personnel change is required in order to maintain a harmonious work place.
- D. Training: Shift changes shall be permitted for training purposes. If an Active Police Employee is scheduled for a training event or school of one (1) week or longer, the Active Police Employee will be assigned to the shift and hours appropriate to the training event or school. Nothing in this agreement prevents an individual officer from agreeing to adjust his/her schedule to accommodate a school/training in conjunction with scheduled days off.
- E. Special Details and Assignments: An Active Police Employee may be assigned to special details, including but not limited to Power Shift, D.A.R.E., School Resource Officer, House Person, and Traffic Safety Unit. Active Police Employees assigned to special details will be scheduled to work the shifts and hours deemed appropriate by the Chief of Police in accordance w/ Article 2(n)(4).
- F. Twelve Hour Work Schedule for the Patrol Division: Active Police Employees assigned to work a twelve-hour shift will work twelve consecutive hours. Employees may be assigned to a day shift and night shift. Employees will remain on the same shift for fourteen (14) calendar days. Following an Employees long weekend off, the officer will change his or her tour of duty shift on Mondays. Active Police Employees assigned to work a twelve-hour work schedule will be scheduled to work eighty-four (84) hours in a fourteen-day pay period.

- (1) Active Police Employees working a twelve-hour work schedule shall be compensated at time and one-half for all time worked in excess of their regularly scheduled twelve-hour (12) shift in any one (1) day or in excess of eighty-four (84) hours in a fourteen (14) day pay period.
- (2) Active Police Employees who work a twelve-hour schedule will be credited with one hundred and eight (108) hours of "Kelly Time" every January 1st. The Active Police Officer must use twelve (12) hours of "Kelly Time" to receive a twelve (12) hour day off, or in hourly increments with approval of a shift supervisor, provided that there is no need to replace the officer and incur overtime expenses. All such requests shall be made to a shift supervisor in advance of the start of the shift. If an Active Police Employee has any "Kelly Time" left at the end of the calendar year, he/she will be paid at his/her straight time rate at the beginning of the following calendar year.
 - (i) No deductions, outside of the required tax and Pension contribution withholdings, will be initiated without the Active Police Employee's request.
- (3) Once approved by a shift supervisor, "Kelly Time" may not be held in abeyance, nor may it be revoked, except for emergencies. Kelly Time may also be revoked if the request is made on the same day it is taken.
- (4) The parties reserve the right to review the twelve (12) hour work schedule during this collective bargaining agreement.

ARTICLE 22. DISCIPLINE

- A. It is agreed that the provisions of the Article 21 shall not constitute a defense in any action brought against an Active Police Employee under the Police Tenure Act.

ARTICLE 23. GRIEVANCE PROCEDURE

A grievance for the purposes of this section is a controversy concerning the meaning or application of any provision of the collective bargaining agreement, including all matters of discipline and all Heart and Lung Act matters, utilizing the "just cause" standard.

- A. The procedure for filing grievances shall be as follows:

- Step 1. The member, and a representative of the bargaining unit, or the bargaining unit itself, shall present the grievance in writing to the Chief of Police within thirty (30) days of its occurrence. The Chief shall report his decision in writing to the member and the bargaining unit representative within fifteen (15) days of its presentation.

Step 2. If the grievance is not settled at Step 1, or if the Chief of Police fails to respond within fifteen (15) days from receipt of the grievance, the member and a representative of the bargaining unit may present the grievance to the Township Manager within fifteen (15) days of the Chief's decision or the date the Chief's decision would have been due. The Township Manager shall schedule a meeting with the member, a representative of the bargaining unit, and the Chief of Police to review the grievance within fifteen (15) days of the date the grievance received by the Township Manager. The Township Manager shall report his decision in writing to the member and the bargaining unit representative within fifteen (15) days of the meeting.

Step 3. If the grievance is not settled at Step 2, or if the Township Manager fails to respond within fifteen (15) days from receipt of the grievance, the member and a representative of the bargaining unit may present the grievance to the Board of Supervisors within fifteen (15) days of the Township Manager's decision or the date the decision is due to the Board of Supervisors. The Board of Supervisors shall schedule a hearing with the member, a bargaining unit representative, the Chief of Police, and the Township Manager to review the grievance within fifteen (15) days. The Board of Supervisors shall report its decision in writing to the member and the bargaining unit representative within fifteen (15) days after the hearing.

Step 4. In the event the grievance has not been satisfactorily resolved in Step 3, the member, and/or bargaining unit itself, shall serve notice with the Board of Supervisors of his or her intent to proceed with arbitration within fifteen (15) days of the Board's decision or the date the decision would have been due. The parties agree to meet within fifteen (15) days after the notice has been served to select a neutral arbitrator from a list obtained from the American Arbitration Association. If the parties fail to agree on a neutral arbitrator, the Association shall be asked to submit a list of three (3) possible arbitrators. The parties shall meet within fifteen (15) days of receipt of the list for the purpose of selecting the arbitrator by alternately striking one name from the list until one (1) name remains. The parties agree the Township shall strike the first name.

The arbitrator shall neither add to, subtract from, nor modify the provisions of this agreement, or any other arbitration awards. The arbitrator shall confine himself/herself to the precise issues submitted for arbitration. The arbitrator has no authority to determine any other issues not submitted to him. The decision of the arbitrator shall be binding on both parties. All fees and expenses of the arbitrator shall be divided equally between the parties. The arbitrator shall be requested to issue his/her decision within fifteen (15) days of the hearing.

B. All of the time limits contained in this article may be extended by mutual agreement.

- C. At the discretion of the Chief of Police, an aggrieved member and bargaining unit representative, and a reasonable number of witnesses, shall be granted reasonable time during work hours to process grievances in accordance with this section without loss of pay or leave time.
- D. The bargaining unit must receive notice of any grievance filed and must have an opportunity to appear with the grievant at all steps of the grievance procedure.
- E. In matters of discipline, the reckoning period contained in the Department Policy and Procedure Manual shall be followed.

ARTICLE 24. PART-TIME POLICE OFFICERS

- A. The Township may employ part-time Active Police Employees who will not be available for duty at all times but will be limited to working twenty-eight (28) hours in any seven (7) day period. Should the part-time officer work more than eight (8) hours in a work day or nine (9) hours if the regular scheduled work tour consists of nine (9) hours per work day, or more than twenty-eight (28) hours in a seven (7) day consecutive day period, he or she shall be paid premium time at one and one-half (1-1/2x) times the basic hourly wage rate for hours worked in excess of eight (8) hours in a work day, or twenty-eight (28) hours in any seven (7) consecutive day period.
- B. The basic hourly wage rate for the part-time Active Police Employee shall be based on years of service as follows:

LENGTH OF SERVICE	HOURLY RATE
0 to 12 months	\$20.00/hour
13 to 24 months	\$21.00/hour
25 months or more	\$22.00/hour

- C. There shall be no other benefits available to part-time Active Police Employees except life insurance coverage hereinabove provided.
- D. Part-time Active Police Employees may be dismissed with or without just cause.
- E. In the event a part-time Active Police Employee is employed by the Township as a full-time Police Officer, the past service as a part-time Active Police Employee shall not be credited in calculating service for any pension benefit, retirement eligibility, vesting, or length of service increment.

ARTICLE 25. MEAL ALLOWANCE

- A. For a school, seminar, or other police oriented activity which is 2 days or more in length and minimum of 75 miles from the Warrington Township Police Department, the Township will provide lodging. A meal allowance of \$25.00 per day maximum will also be provided the Active Police Employee.

- B. For a school, seminar or other police oriented activity which is less than 2 days in length and a minimum of 75 miles from the Warrington Township Police Department, the Township will allow a meal allowance of: \$5.00 for breakfast, \$8.00 for lunch and/or \$12.00 for dinner. In both cases, the Active Police Employee is responsible to present receipts for meals purchased and return the unused portion of the allowance.

ARTICLE 26. DEFERRED COMPENSATION PLAN

- A. Active Police Employees shall be eligible to participate in an IRS Section 457 Deferred Compensation Plan. The Township shall match 2% of the employee's weekly gross income, providing the employee contribute at least 4% of their weekly gross income.

ARTICLE 27. PAST PRACTICES

- A. No established past practices may be modified or eliminated during the term of this agreement except by mutual agreement of the parties. An established past practice shall mean only one which:
- (1) Provides a tangible benefit to the Active Police Employee, and
 - (2) Has been consistent, continued and uniform, and
 - (3) Is evidenced either in writing or can be proven by clear and convincing evidence.

ARTICLE 28. MISCELLANEOUS

- A. There are no other provisions or benefits not expressly set forth herein.

ARTICLE 29. DURATION


- A. Unless otherwise noted herein, all terms and conditions of this agreement shall be effective January 1, 2016, and shall remain in full force and effect until December 31, 2019, unless during the term of the agreement both parties shall to agree modify the same in writing. Nothing contained herein shall prohibit either party from proposing such a modification, or requiring that any party agree to such a modification.
- B. All remaining terms and conditions of employment not modified by the previous Arbitration Award shall remain "as is".

IN WITNESS WHEREOF, we have set our hands and seals to this Agreement, the ____ day of ____ 2016.

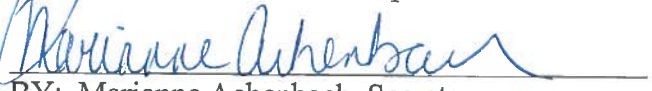
ATTEST:


BY: James J. Miller
Interim Township Manager

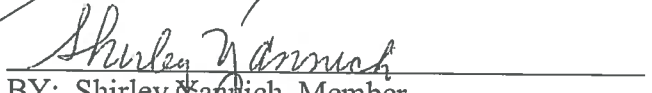
**WARRINGTON TOWNSHIP
BOARD OF SUPERVISORS**


BY: Gerald B. Anderson, Chairperson

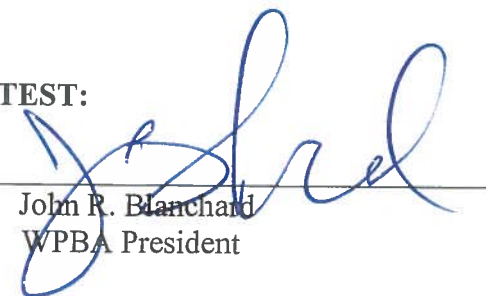

BY: John R. Paul, Vice-Chairperson


BY: Marianne Achenbach, Secretary

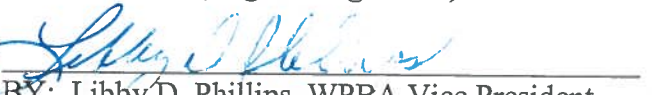

BY: Matt W. Hallowell, Sr, Member



BY: Shirley Yarnich, Member

ATTEST:


BY: John R. Blanchard
WPBA President

**WARRINGTON TOWNSHIP POLICE
BENEVOLENT ASSOCIATION
(Negotiating Team)**


BY: Libby D. Phillips, WPBA Vice President


BY: Bernard J. Schaffer, Negotiator


BY: Kevin Steiner, Negotiator


BY: Richard Hackman, Alternate