

**COLLECTIVE BARGAINING  
AGREEMENT**

**Between**

**BUCKINGHAM TOWNSHIP**

**and**

**BUCKINGHAM TOWNSHIP  
POLICE BENEVOLENT  
ASSOCIATION**

**2015 - 2018**

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This January 1, 2015 through December 31, 2018 consolidated contract is by and between Buckingham Township (Township) and the Buckingham Township Police Benevolent Association (PBA).

Pursuant to Act 111 of 1968, Buckingham Township recognizes the Buckingham Township Police Benevolent Association as the exclusive bargaining agency for all full-time Law Enforcement Officer(s) employed by Buckingham Township. The provisions of this Agreement shall not be applicable to the Chief of Police, Captain, Lieutenant, part time Police Officer(s) or clerical staff.

## **Article 1**

### **Definitions**

Except as otherwise stated in this Agreement, whenever used, the respective terms hereinafter mentioned in the Article shall have the respective meanings hereinafter set forth.

- 1.1 **AGE** – shall mean the number of chronological years attained by the Police Officer at his/her last birth date.
- 1.2 **ANNIVERSARY DATE** – shall mean the calendar day and month of a Police Officer's employment as a full-time Police Officer for the Township.
- 1.3 **ANNUAL BASE PAY**- shall mean the Police Officer's regular annual salary as defined in Article 10 exclusive of any other type(s) of compensation.
- 1.4 **ANNUAL PREMIUM PAY**- shall mean the sum of the Police Officer's annual longevity payment as defined in section 11.1 and the annual educational incentive payment as defined in section 12.2.
- 1.5 **BASE HOURLY RATE** – shall mean Annual Base Pay divided by 2,080 hours.
- 1.6 **BOARD** – shall mean the Board of Supervisors of Buckingham Township.
- 1.7 **CHIEF OF POLICE** – shall mean the rank of the Chief Executive Officer of the Buckingham Township Police Department and the individual who has been duly appointed to that position by the Board of Supervisors.
- 1.8 **CHILD** – shall mean all biological children, adopted children, and dependant stepchildren residing in the same household as the Police Officer.
- 1.9 **EMERGENCY** – shall mean a sudden, unanticipated event that requires immediate police action.



- 1.10 **FIRST YEAR OF EMPLOYMENT** – shall mean the first calendar year of employment as a full-time Police Officer, immediately following the Initial Employment Period. The First Year of Employment shall always commence on January 1.
- 1.11 **IMMEDIATE SUPERVISOR** – shall mean the next higher-ranking Police Officer in the chain of command within the Buckingham Township Police Department.
- 1.12 **INITIAL EMPLOYMENT PERIOD** – shall mean the period of time starting with the date of the officer's appointment as a full-time Police Officer by the Board of Supervisors and ending on December 31<sup>st</sup> of the same year. The initial employment period may start on January 1.
- 1.13 **KELLY TIME** – shall mean the number of scheduled hours worked in a two (2) week work cycle (eighty-four (84) hours) in excess of eighty (80) hours, equaling four (4) hours. If a police officer works an entire calendar year, the total Kelly Time earned will be one hundred and four (104) hours.
- 1.14 **MANAGER** – shall mean the Township Manager of Buckingham Township, as appointed by the Board of Supervisors.
- 1.15 **ON-CALL** - shall mean being placed "on-call" by the Chief of Police or his/her designee for any proceedings wherein the Police Officer has received a subpoena or other directive to appear in court.
- 1.16 **OVERTIME** – shall mean additional compensation at one and one-half (1½) times the sum of the Base Hourly Rate and the Premium Hourly Rate.
- 1.17 **PBA** – shall mean the Buckingham Township Police Benevolent Association.
- 1.18 **PREMIUM HOURLY RATE** – shall mean Annual Premium Pay divided by 2,080 hours.
- 1.19 **POLICE OFFICER** – shall mean a regular full-time Police Officer employed by Buckingham Township, performing routine police activities.
- 1.20 **PROBATIONARY PERIOD** – shall mean the initial one-year trial period that all newly appointed, newly Act 120 certified and newly promoted Police Officers must satisfactorily complete.
- 1.21 **PROBATIONARY POLICE OFFICER** – shall mean a Police Officer who has not completed his/her Probationary Period.



- 1.22 **QUALIFIED POLICE EXPERIENCE** – relevant police experience possessed by a newly hired Police Officer that allows the officer to perform routine police activities at a more advanced level than a newly hired police officer without such experience.
- 1.23 **SENIORITY** – shall mean the length of time served as a full-time Police Officer with Buckingham Township.
- 1.24 **SPOUSE** – shall mean the person who is recognized to have been lawfully joined in marriage to a Police Officer.
- 1.25 **TOUR OF DUTY** – shall mean a regularly scheduled workday.
- 1.26 **TOWNSHIP** – shall mean Buckingham Township as represented by its Board of Supervisors and its designees and representatives.

## **Article 2**

### **Purpose and Intent of the Parties**

- 2.1 It is the intent and purpose of the parties hereto to set forth herein the agreement between them in respect to rates of pay, hours of work, and other conditions of employment and to assure harmonious relations, promote efficiency, and stabilize employment.

## **Article 3**

### **Hours of Work and Overtime**

- 3.1 The normal work cycle or pay period shall consist of eighty - four (84) hours. This period will consist of fourteen (14) consecutive days, from Monday 0700 to the second consecutive Monday 0659 hours. At the end of any pay period, all Police Officers will submit a time sheet which reports all regularly scheduled tour of duty hours worked, all overtime hours earned, and all sick, holiday, personal, vacation, compensatory, Kelly, and funeral time used, during the period.
- 3.2 The Chief of Police shall maintain time sheets and provide copies to the Township Manager, showing accurately the hours of duty worked and the types of duty performed by each Police Officer.
- 3.3 The normal workday shall be either eight (8) or twelve (12) consecutive hours of work.
- 3.4 Overtime shall be paid for all hours worked in excess of the normal workday or any hours worked in excess of the regularly scheduled workweek.

- 3.5 To be eligible to receive overtime pay, overtime duty must be required and approved by the Chief of Police or his/her designee before it is performed, except as provided in 3.6 below.
- 3.6 Emergency situations which require the performance of overtime duty do not require the prior approval of the Chief of Police, but such overtime duty must be reported, and the circumstances requiring such duty must be fully explained to the Chief of Police or his/her designee within twenty-four (24) hours of it having been performed.
- 3.7 Kelly Time – Kelly Time is earned on a pro-rata basis during the calendar work year. For Police Officers that have reached at least the start of their First Year of Employment, the work year shall consist of 2,184 hours for purposes of calculating the amount of Kelly Time earned. For those Police Officers in their Initial Employment Period, the work year shall consist of the number of regularly scheduled work hours during the Initial Employment Period. Police Officers may use Kelly Time as follows:
- 3.7.1 A Police Officer may apply four (4) hours of available Kelly Time to a Personal Day in order to achieve a twelve (12) hour day off.
- 3.7.2 When a Police Officer is scheduled for an eight (8) hour day of training on a scheduled workday, the Police Officer shall use four (4) hours of Kelly Time to convert the eight (8) hour training day into a twelve (12) hour day.
- 3.7.3 A Police Officer may use twelve (12) hours of Kelly Time to receive a twelve (12) hour day off. This day off must not create the need to incur overtime expenses or to replace the Police Officer in order to maintain adequate manning of the shift. These requests shall be made to the shift supervisor twenty-four (24) hours prior to the start of the shift.
- 3.7.4 A Police Officer may use four (4) hours of Kelly Time at the beginning or end of a regularly scheduled tour of duty. These four (4) hours of time off must not create the need to incur overtime expenses or to replace the Police Officer in order to maintain adequate manning of the shift.
- 3.7.5 The administration and or shift supervisor shall give vacation, personal, and holiday leave requests preference over Kelly Time leave requests when determining approval of such requests.
- 3.7.6 If a Police Officer is unable to use all of his/her earned Kelly Time, the Township shall pay the Police Officer for this unused time at his/her base hourly rate in effect on December 31<sup>st</sup> of the year in which the



unused Kelly Time was earned. The payment shall be made at the end of the first full pay period in January of the following calendar year.

3.7.7 On an annual basis, Kelly Time may be utilized in advance of it being earned. Upon termination, compensation shall be paid for earned and unused Kelly Time and compensation shall be reduced for used and unearned Kelly Time.

3.8 Call Outs: A Police Officer that is required to perform work related tasks when not on duty and not in conjunction with an existing shift, shall be granted overtime in accordance with the following:

3.8.1 On a scheduled work day – a minimum of two (2) hours

3.8.2 On a scheduled day off – a minimum of four (4) hours

#### **Article 4 Sick Leave**

4.1 Sick leave shall be earned at the rate of twelve (12) hours for each full month of continuous service with the Township.

4.2 Earned but unused sick leave may be accumulated from year to year. Accumulated sick leave is a non-compensatory benefit.

4.3 Except as provided for in section 4.5 and 4.6 below, sick leave is available and may only be used for an illness or injury of a Police Officer, which renders the Officer unable to perform the duties of the position.

4.4 A physician's certificate is required whenever a Police Officer is absent due to illness or injury for three (3) or more consecutive days or is absent the day immediately prior to or after a vacation day. The Chief of Police may however, request a physician's certificate in the event of less than three (3) consecutive days of absence if he deems it necessary.

4.5 When the illness or injury of a Police Officer's immediate family member requires the Police Officer's absence from work, he/she may use up to forty (40) hours of sick leave per calendar year for this purpose.

4.6 When illness or injury of a Police Officer's immediate family member or the birth or adoption of a child requires the Police Officer's absence from work and such absence is a qualifying event under FMLA, the Police Officer may use up to eighty (80) hours of sick leave per qualifying event under FMLA for this purpose.



## **Article 5 Holidays**

- 5.1 The Township will observe the following paid holidays for each Police Officer. All holidays will be eight (8) hour days.

New Year's Day	July 4 <sup>th</sup>
President's Day	Labor Day
Good Friday	Columbus Day
Easter Sunday	Veteran's Day
Memorial Day	Thanksgiving Day
	Christmas Day

- 5.2 It is expressly understood that sufficient personnel must be available on all holidays to provide full police protection for the Township. For this reason, those Police Officers assigned to duty on holidays will perform duty as usual. A Police Officer requesting time off for a holiday for which he/she is scheduled, if granted, shall use four (4) hours of Kelly Time.
- 5.3 Police Officers will be paid the Base Hourly Rate for all holidays listed in section 5.1 distributed as a lump sum at the end of the first full pay period following November 1<sup>st</sup>.
- 5.4 Police Officers that are scheduled for a regular tour of duty on Christmas Day, Thanksgiving Day, New Years Day, or Easter Sunday shall be paid overtime for all hours worked on their scheduled shift on that day.

## **Article 6 Personal Time**

- 6.1 Annually, each Police Officer shall earn personal leave in accordance with the following schedule.

<u>Years of Service</u>	<u>Annual Hours Earned</u>
0 – 4	24
5 – +	48

- 6.2 All personal leave will consist of eight (8) hour periods and therefore, when taken, must be combined with four (4) hours of Kelly Time to make up a twelve (12) hour personal leave day.
- 6.3 A Police Officer may request a maximum of three (3) nonconsecutive personal leave days to be scheduled, regardless of rotation or shift coverage, without being denied. However, these nonconsecutive days may not be combined with the three nonconsecutive vacation days that also, cannot be denied.

- 6.4 Personal leave is earned on a pro-rata basis during the calendar work year. For Police Officers that have reached at least the start of their First Year of Employment, the work year shall consist of 2,184 hours for purposes of calculating the amount of personal leave earned. For those Police Officers in their Initial Employment Period, the work year shall consist of the number of regularly scheduled work hours during the Initial Employment Period.
- 6.5 Personal leave may not be carried forward beyond the calendar year in which it is earned.
- 6.6 On an annual basis, personal leave may be utilized in advance of it being earned. Upon termination, compensation shall be paid for earned and unused personal leave and compensation shall be reduced for used and unearned personal leave.
- 6.7 A Police Officer wishing to use a personal day must notify the Chief of Police or his/her designee at least three hours prior to the start of his/her shift.

## Article 7 Vacations

- 7.1 During the Initial Employment Period, a Police Officer earns vacation on a prorated basis calculated from the date of hire through December 31<sup>st</sup> of that year, as follows:

<u>Hiring Period</u>	<u>Annual Hours Earned</u>
January 1 – March 30	48
April 1 – June 30	36
July 1 – September 30	24
October 1 – December 31	12

- 7.2 The vacation time earned during a Police Officer's Initial Employment Period will be credited and may be used as of January 1<sup>st</sup> of the First Year of Employment.
- 7.3 Police Officers that have reached at least the start of their First Year of Employment shall earn vacation leave in accordance with the following schedule. The schedule represents the vacation time earned during the full calendar year(s) of service indicated. Vacation time is credited and may be used as of January 1<sup>st</sup> of the following calendar year.

<u>Years of Service</u>	<u>Annual Hours Earned</u>
1	48
2 – 3	84
4 – 10	120
11 – 18	168
19 – ++	206

- 7.4 Vacation entitlement in any calendar year shall be taken between January 1st and December 31<sup>st</sup> of that year.
- 7.5 With the approval of the Chief of Police and Township Manager, up to 48 hours of vacation may be carried over to the next calendar year.
- 7.6 Upon posting of the vacation list each Police Officer shall have an opportunity to select vacation in accordance with seniority. In fairness to every Police Officer this selection should be done as soon as possible, but no later than April 30<sup>th</sup> of the calendar year.
- 7.7 Any request for vacation shall be made in writing to the Chief of Police or his/her designee and posted on the vacation list. If a request is made prior to April 30<sup>th</sup> and no objections are received within ten (10) days from a Police Officer with higher seniority, the request will be granted. After April 30<sup>th</sup> of each year seniority will no longer apply, and vacation will be granted on a first come, first serve basis.
- 7.8 If a Police Officer changes his/her selection to another time, the seniority rule may not be used.
- 7.9 A Police Officer may request a maximum of three (3) nonconsecutive vacation days to be scheduled, regardless of rotation or shift coverage, without being denied. However, these nonconsecutive days may not be combined with the three nonconsecutive personal days that also cannot be denied.
- 7.10 If a paid holiday falls in a scheduled vacation period, a Police Officer has the option to declare that day as a holiday or a vacation day. This declaration shall be made at the time of request.

## **Article 8**

### **Funeral Leave**

- 8.1 When death occurs in a Police Officer's family he/she may, upon request, be excused for the maximum number of consecutive hours listed below which includes the day of the funeral:



Relative	Hours Available
Spouse, Child	60 as 5 days
Mother, Father, Brother, Sister	48 as 4 days
Mother-in-law, Father-in-law	48 as 4 days
Brother-in-law, Sister-in-law, Daughter-in-law, Son-in-law	36 as 3 days
Grandparent, Grandchild	24 as 2 days
Aunt, Uncle	12 as 1 day

## Article 9 Court Appearance

- 9.1 A Police Officer required/subpoenaed to appear as a witness in court in his/her capacity as Police Officer of the Township will report to the Chief of Police the number of hours he/she served in such capacity.
- 9.2 A Police Officer required to be "on call" shall be paid overtime for a minimum of two (2) hours. The maximum "on call" hours shall also be two (2) hours, unless additional hours are approved by the Chief of Police or his/her designee. While "on call" the Police Officer shall be available by phone to appear in court within one (1) hour.
- 9.3 A Police Officer who is notified to appear in court and does so in addition to completing his/her regularly scheduled workday shall be paid overtime for a minimum of two (2) hours if the required appearance in court is not contiguous with the officer's regularly scheduled tour.
- 9.4 A Police Officer who is notified to appear in court and does so on his/her scheduled day off, shall be paid overtime for a minimum of four (4) hours.
- 9.5 If a scheduled court date is cancelled after 1700 hours the day before the scheduled appearance, the Police Officer shall be paid the minimum guaranteed hours at the court time rates stated in sections 9.3 and 9.4. If the cancellation occurs prior to 1700 hours the day before a scheduled court appearance, there shall be no compensation owed to the Police Officer. The Chief of Police, or his designee, shall notify the Officer of cancellation prior to 1715 hours the day before a scheduled court appearance. In the event that the Chief or designee cannot reach the affected officer directly, the Chief or designee shall leave a message for the officer at the officers' residence and notify the most ranking member of the current shift of the court cancellation and the notification given the officer.
- 9.6 A Police Officer shall report to the Chief of Police immediately after being notified to appear in court, so that schedule changes can be made if necessary.

## Article 10 Salaries

10.1 The base wages for all bargaining unit employees shall be increased according to the following schedule:

### 10.1.1 Patrolman

Service Month	<u>Jan. 1, 2015</u>	<u>Jan. 1, 2016</u>	<u>Jan. 1, 2017</u>	<u>Jan. 1, 2018</u>
1 – 12	\$ 46,238	\$ 47,741	\$ 49,293	\$ 51,018
13 – 24	55,555	57,361	59,225	61,298
25 – 36	64,568	66,666	68,833	71,242
37 – 48	74,196	76,607	79,097	81,865
49 – 60	83,518	86,232	89,035	92,151
60 – ++	84,903	87,662	90,511	93,679
% Increase	3%	3.25%	3.25%	3.5%

10.1.2 Corporal - a corporal's Annual Base Pay shall be 104% of a senior patrolman's Annual Base Pay.

10.1.3 Sergeant - a sergeant's Annual Base Pay shall be 106% of a senior patrolman's Annual Base Pay.

10.1.4 Detective – a detective's Annual Base Pay shall be the sum of the Annual Base Pay corresponding to his rank and an additional 1.5% increment of a senior patrolman's Annual Base Pay.

10.2 Pay shall be issued on a bi-weekly basis (i.e. once every two (2) weeks).

10.3 If a Police Officer is hired and the Board of Supervisors determines that he/she has Qualified Police Experience, then the Board of Supervisors may credit the Police Officer with months of service solely for the purposes of determining their Annual Base Pay on the salary schedule at 10.1.1 above. The number of months credited will be determined by subtracting twelve months from the total full months of qualified police experience possessed. The number of credit months will then be added to the service month amount to determine the Annual Base Pay. The maximum number of credit months that a Police Officer can qualify for is twenty-four (24) months. Any credit months granted to a Police Officer shall only be used for purposes of calculating Annual Base Pay and shall not be used in calculating any other benefit determined by a Police Officer's length of service. This section shall also apply to Police Officers hired during the previous contract period.

## **Article 11 Longevity**

- 11.1 Longevity payments shall be made annually according to the following schedule and shall be made at the end of the full pay period following the pay period containing the Anniversary Date of the Police Officer:

<u>Completed Years of Service</u>	<u>20012 - 2014</u>
5 – 9	\$1,300
10 – 14	\$1,800
15 – 19	\$2,200
20 - ++	\$2,600

## **Article 12 Educational Incentive**

- 12.1 A Police Officer who possesses or obtains a Certificate in Police Science or Police Administration, or an Associate's, Bachelor's, Master's, or Doctorate degree from an accredited College or University shall receive an annual educational incentive payment at the end of the first full pay period following November 1<sup>st</sup>.
- 12.2 Annual educational incentive payment shall be made in accordance with the following schedule:

<u>Certificate or Degree</u>	<u>Annual Payment</u>
Certificate in Police Science or Police Administration	\$ 350
Associate's Degree	\$ 750
Bachelor's Degree	\$ 1,100
Master's or Doctorate Degree	\$ 1,300

- 12.3 Annual education incentive is earned on a pro-rata basis during the calendar work year. For Police Officers that have reached at least the start of their First Year of Employment, the work year shall consist of 2,184 hours for purposes of calculating the amount of annual education incentive earned. For those Police Officers in their Initial Employment Period, the work year shall consist of the number of regularly scheduled work hours during the Initial Employment Period.
- 12.4 A Police Officer who obtains or has obtained Police Accreditation as awarded by the Bucks County Chiefs of Police Association and Bucks County Police Training Center shall receive a one-time payment of \$350.



### **Article 13**

#### **Retirement Plan**

- 13.1 Police Officers shall be covered by the Pennsylvania Municipal Retirement System's (PMRS) Police and Firemen's Pension Plan.
- 13.2 The following is an outline of benefits of the current Buckingham Township Police Pension Plan as specified in section 13.1, however, the actual terms, conditions and limitations set by PMRS should be consulted:
- 13.2.1 Retirement: Permitted on or after the attainment of age fifty-four (54) and the completion of twenty-five (25) years of service.
  - 13.2.2 Early Retirement: Permitted upon involuntary termination after eight (8) years, or a voluntary termination after twenty-four (24) years. In both cases, benefits are actuarially reduced for each year prior to retirement age that early retirement takes place.
  - 13.2.3 Vesting: One Hundred (100) percent after twelve (12) years of service regardless of the type of termination, provided that member contributions remain with the Police Pension Plan.
  - 13.2.4 Benefits Payable upon Retirement: Equal to fifty (50) percent of the average of the final three (3) years of salary before retirement.
  - 13.2.5 Service Increment: A benefit equal to two and one half (2½) percent of the basic fifty (50) percent pension for each year of service in excess of twenty-five (25) years but not after age sixty-five (65). The service increment cannot exceed \$100 per month.
  - 13.2.6 Spouse Benefits: On the death of a retired member the surviving spouse (or the surviving minor children in the absence of a spouse or upon the remarriage of the surviving spouse) will receive a pension equal to one half (½) of the pension that such retired member was receiving.
  - 13.2.7 Disability Benefits: Payable to any member who becomes physically or mentally incapacitated to such a degree that he/she is not able to engage in any gainful employment. A service connected disability benefit requires no minimum service period and is equal to fifty (50) percent of the final three (3) year average salary; the benefit is reduced by any payments that an employee can receive from PA Workers' Compensation Act or the PA Occupational Disease Act. A non-service connected disability benefit is equal to thirty (30) percent of the final three (3) year

average salary and requires a ten (10) year service requirement with the municipality.

- 13.2.8 Section 310 Death Benefits: Other than refund of member contributions plus interest, death benefits are not provided if an active member dies prior to having met the eligibility for voluntary early retirement or retirement. Once a member has reached the required service for a voluntary early retirement or the retirement age and dies prior to retiring, the beneficiary will be entitled to benefits under Section 310 of the law.
  - 13.2.9 Killed in Service: All killed in service benefits shall be paid pursuant to the terms and conditions of Act 51.
  - 13.2.10 Member Contributions: Zero (0) percent to eight (8) percent of compensation. If a member terminates prior to vesting of retirement benefits, the member receives all prior member contributions plus interest in a lump sum.
  - 13.2.11 Military Service: Buy back is permitted for intervening and non-intervening military service. For non-intervening military service a member who has been employed in the municipality for five (5) or more years will be eligible to purchase up to five (5) years of military service. The restrictions and qualifications are outlined in Section 204 of Act 15 of 1974.
  - 13.2.12 Portability: If a member terminates employment and goes to work for another municipality in the Pennsylvania Municipal Retirement System, all service credits are transferred to the new municipality.
  - 13.2.13 Social Security: Retirement benefits are not reduced in any way because of a member's entitlement to Social Security benefits.
- 13.3 (a) Prior to January 1, 2016, the Police Officer contribution to the Pension Plan shall remain fixed at a rate of two (2) percent. Effective January 1, 2016, the Police Officer contribution to the Pension Plan shall increase to 2.5%. Effective January 1, 2017, the Police Officer contribution to the Pension Plan shall increase to 3%
- (b) The Township reserves the right in the future to require additional employee contributions by payroll deduction in accordance with the provisions of PA Act 15, PA Act 205 and the Pennsylvania Municipal Retirement Law.



- 13.4 During the term of this contract and on petitioning the Township Manager, the PBA may elect to change the retirement plan administrator. In addition to a required majority of the PBA membership, any requested change in plan administrator shall be demonstrated to be cost-neutral to the township over the succeeding five (5) years. The requested plan administrator must represent a bona fide plan provider recognized by the Commonwealth of Pennsylvania. Upon change, this section becomes void.
- 13.5 Deferred Retirement Option Program (DROP): The PMRS pension plan shall be revised to establish a Deferred Retirement Option Program (DROP) as an optional program for current members of the PMRS Police Pension Plan.
- 13.5.1 The DROP program shall be cost neutral to the Township and be established per the Pennsylvania Municipal Retirement Board Policy Statement 10-5 Adopted September 16, 2010 attached as Exhibit A to this contract. Establishment of the DROP program will not supercede any other existing policies and procedures of the Department.
- 13.5.2 Per the PMRS policy statement, the PBA agrees that once a member enters the DROP program their date of retirement is binding and irrevocable.
- 13.5.3 All DROP program participants agree to forever waive and relinquish all rights to assert any claim for recall, reemployment, or tenure with the Township, and release the Township from any liability for failure to hire or rehire in the future.

#### **Article 14**

#### **Insurance**

- 14.1 The Township will provide full-time police officers and their dependents with a health package which includes (a) health plan, (b) dental plan, (c) prescription drug plan and (d) vision plan. The Township will not designate a specific insurance carrier product in the contract. The Township shall retain the right to change insurance carriers or to self insure as long as the new coverage is comparable to the existing coverage. During the term of the contract, the Township agrees to provide the health package by contributing 100% of the premium costs. After retirement a Police Officer may continue in the current township plan at his/her cost.



14.2 During the term of this contract, all officers shall pay and be totally responsible for any and all applicable co-pays, including prescription co-pays for generic and brand name non-generic prescriptions as required by the policy covering prescriptions. Any and all increases to these co-pays that are instituted by the insurance policy shall also be the responsibility of the officers. The maximum prescription co-pay for which the officers will be responsible for during the term of this contract will be no more than \$50.00 per prescription.

14.3 (a) During the term of this contract, the Township shall have the ability to reopen the contract on health care issues and have an Act 111 arbitrator address possible solutions for avoiding any Cadillac Tax. The Township shall be able to request such expedited arbitration if the Township's analysis indicates that it may suffer a Cadillac Tax in the current or next calendar year. The arbitrator's jurisdiction shall solely be to address health care costs and the possible elimination of, lessening of, and/or sharing of any Cadillac Tax liability between the Township and the police.

(b) Should the health care plan sponsor unilaterally change the plan in response to federal health care requirements, said changes shall be incorporated into the health plan.

14.4 The Township will provide a life insurance policy for each Police Officer in the amount of \$50,000 with double indemnity. Should a Police Officer choose to increase the amount of life insurance from that provided, he/she will be responsible for the difference in premiums.

14.5 The Township will provide each Police Officer with disability coverage as follows:

14.5.1 Disability related absence of up to twenty-six (26) weeks - A Police Officer first shall use all accrued sick leave to provide for one hundred (100) percent of his/her Annual Base Pay. If a Police Officer exhausts his/her accrued sick leave prior to the completion of the twenty-six (26) week period, the Township will provide sixty (60) percent of the Police Officer's Annual Base Pay for the remaining balance of the twenty-six week period.

14.5.2 Disability related absence beyond twenty-six (26) weeks - The Township shall provide each Police Officer with a long-term disability insurance policy covering non-duty related disability. Such insurance policy shall pay the Police Officer sixty (60) percent of his/her Annual Base Pay. A Police Officer with unused accrued

sick leave may use it during this period to supplement the disability payments to provide for one hundred (100) percent of the Police Officer's Annual Base Pay.

- 14.6 Police Liability Insurance: The Township shall, at its sole cost and expense provide liability insurance coverage (\$1,000,000/\$1,000,000) to each Police Officer individually for any liability arising out of action taken in the normal course of his/her employment and in the line of duty, including but not limited to, liability in civil actions for false arrest, false imprisonment, and deprivation of civil rights, as set forth in a Law Enforcement Professional Liability Policy as issued by a casualty insurance company of the Township's choice. If, in the event the Township cannot obtain a Law Enforcement Professional Liability Policy, the Township will provide coverage pursuant to the terms of this agreement.
- 14.7 Criminal Suits: The Township shall reimburse specified and reasonable legal expenses and attorney(s)' fees to a maximum of \$10,000 incurred in the defense of any criminal action initiated against any Police Officer as a result of acts performed by such Police Officer in the scope and course of employment as a Police Officer. Such reimbursement shall be permitted only in criminal actions wherein the prosecution of charges against such Police Officer has been withdrawn, dismissed or terminated by an adjudication of not guilty. The Police Officer shall be entitled to select any Bucks County Attorney for the purposes of this section. Any dispute as to the fees charged by the Police Officer's Attorney shall be submitted to the Fee Dispute Committee of the Bucks County Bar Association.

## **Article 15**

### **Work-Related Injuries and Illnesses**

- 15.1. In the event a Police Officer incurs an illness or is injured while on duty and is unable to report for full duty, the Police Officer will become eligible for benefits under the Pennsylvania Heart and Lung Act.
- 15.2. Any Police Officer absent from work due to a work-related injury for more than six (6) months shall cease to accrue any type of earned leave until such time as the Police Officer returns to work either in full duty status or modified duty status.
- 15.3. At the request of the Township, during the period of disability the Police Officer must present medical certificates substantiating the disability.
- 15.4. Any disputes involving claims for Heart & Lung benefits shall be processed in accordance with Appendix "B".



## Article 16 Educational Programs

- 16.1 Each Police Officer is encouraged to take courses that will improve his/her work performance. Selection of courses shall be with the guidance and assistance of the Chief of Police or his/her designee. The Township shall recognize the following accredited degree programs and educational institutions as part of its tuition reimbursement program:

<u>Degree Program</u>	<u>Educational Institution</u>
Associates - Police Administration	Bucks County Community College
Bachelors - Criminal Justice	Delaware Valley College
	Penn State University
	Temple University
	Trenton State College

- 16.2 All degree programs other than those listed in section 16.1, must be approved by the Chief of Police and the Township Manager in order to be eligible for the tuition reimbursement program.
- 16.3 At the discretion of the Chief of Police and Township Manager, a Police Officer may enroll at an educational institution other than those specified above. The maximum tuition reimbursement for such an approved institution shall be the average of the current cost per credit hour at the resident tuition rate of the following institutions: Delaware Valley College, Penn State University and Temple University.
- 16.4 Tuition costs incurred by a Police Officer enrolled in an approved education program shall be eligible for reimbursement by the Township in accordance with the following schedule:

<u>Grade</u>	<u>Tuition Reimbursement Rate</u>
A	100%
B	100%
C	75%
D	0%
F	0%

- 16.5 Failure to achieve and maintain an overall grade point average of 2.5 upon completion of three (3) courses or nine (9) credit hours shall disqualify the Police Officer from future participation in the Township's tuition reimbursement program.
- 16.6 To qualify for tuition reimbursement from the Township, a Police Officer must attend Bucks County Community College for his/her Associates



Degree before attending a higher educational institution. This restriction shall not apply to Police Officers who have obtained an Associates Degree from an institution other than Bucks County Community College.

- 16.7 A Police Officer is permitted to take six (6) courses per calendar year within his/her program of study. The Chief of Police and the Township Manager must be notified in writing by October of each year of the courses expected to be taken and the corresponding tuition expected to be reimbursed during the following year.
- 16.8 The Township shall reimburse the Police Officer for tuition costs upon presentation to the Township of proof of payment, such as a receipt for tuition expenses marked as paid in full, and a transcript record. Tuition reimbursement shall cover the cost per credit hour only and shall not include the cost of books, supplies, meals, mileage, application fees, cost of certificates or degrees, etc. The Township shall not reimburse any tuition costs paid on behalf of any Police Officer through any grant or scholarship program nor shall the Township reimburse tuition costs where credit hour or course degree requirements are waived by the College through any type of advanced placement programs.
- 16.9 If a Police Officer does not remain in the employ of the Township for a minimum of three (3) years after completing any course taken in an associates degree program the Police Officer shall reimburse the Township for all tuition paid during the three (3) year period immediately preceding his/her separation of employment. The tuition reimbursement shall be prorated for each year or portion thereof a Police Officer remains in the employ of the Township after completion of the course. Any such reimbursement may be deducted from the officer's paychecks issued by the Township.
- 16.10 If a Police Officer does not remain in the employ of the Township for a minimum of four (4) years after completing any course taken in a bachelors or higher degree program, the Police Officer shall reimburse the Township for all tuition paid during the four (4) year period immediately preceding his/her separation of employment. The tuition reimbursement shall be prorated for each year or portion thereof a Police Officer remains in the employ of the Township after completion of the course. Any such reimbursement may be deducted from the officer's paychecks issued by the Township.

**Article 17**  
**Payment in the Event of Death**

17.1 In the event of the death of a Police Officer while on duty, his/her final pay shall include the following:

- 17.1.1 Annual base pay earned, up to and including the last day worked and an additional \$30,000.
- 17.1.2 Overtime pay earned, up to and including the last day worked.
- 17.1.3 Earned but unused Kelly Time, up to and including the last day worked. Earned Kelly Time shall be calculated in accordance with the same methodology described in section 3.7.
- 17.1.4 Earned but unused personal time, up to and including the last day worked. Earned personal time shall be calculated in accordance with the same methodology described in section 6.4.
- 17.1.5 Earned but unused vacation time, up to and including the last day worked. Earned vacation time shall be calculated in accordance with the following schedule:

<u>Last Work Day</u>	<u>Percentage of Annual Vacation Amount</u>
January 1 – March 30	25%
April 1 – June 30	50%
July 1 – September 30	75%
October 1 – December 31	100%

- 17.1.6 Accrued but unpaid holidays, up to and including the last day worked.
- 17.1.7 Earned but unpaid educational incentive up to and including the last day worked. Earned educational incentive shall be calculated in accordance with the same methodology described in section 12.3.
- 17.1.8 Earned but unpaid uniform allowance up to and including the last day worked. Earned uniform allowance shall be calculated in accordance with the same methodology described in section 18.3.1.
- 17.1.9 Funeral expenses, up to \$15,000.

17.2 Final pay will be issued in accordance with regular payroll processing.



**Article 18**  
**Uniforms and Equipment**

- 18.1 All uniforms and equipment that the Township requires a Police Officer to possess will be supplied by the Township at no cost to the Police Officer.
- 18.2 A Police Officer is responsible for the cost of keeping his/her uniforms in a neat and presentable condition and shoes polished and in good condition.
- 18.3 The Township shall pay an annual allowance of \$700 to each Police Officer for the cleaning and maintaining of his/her uniforms.
  - 18.3.1 Annual uniform allowance is earned on a pro-rata basis during the calendar work year. For Police Officers that have reached at least the start of their First Year of Employment, the work year shall consist of 2,184 hours for the purposes of calculating the amount of annual uniform allowance earned. For those Police Officers in their Initial Employment Period, the work year shall consist of the number of regularly scheduled work hours during the Initial Employment Period.
- 18.4 Each Police Officer shall observe all safety precautions with his/her service weapon when on and off duty and ensure that it is in good, clean operating condition at all times.

**Article 19**  
**Meal Time**

- 19.1 Each Police Officer shall be permitted to take one (1) forty-five (45) minute paid lunch break, and one (1) additional fifteen (15) minutes of break time if the officer works a twelve (12) hour work day. These breaks shall be scheduled by the shift supervisor and are subject to change in the event of an emergency.
- 19.2 All of the breaks discussed above in section 19.1 are subject to a distance from duty restriction, except that during a lunch break, a Police Officer may leave the Township within a radius of no more than two (2) miles in order to go home or go to a restaurant for lunch.

**Article 20**  
**Grievance Procedures**

- 20.1 Any Police Officer aggrieved under the terms of this Agreement, except for Article 15, Work-Related Injuries and Illnesses which shall be resolved solely pursuant to section 15.4 may, either personally or by a



representative of the Police Benevolent Association, present his/her complaint or grievance through a four-step procedure:

- 20.1.1 Step 1 - The aggrieved party shall, within twenty (20) working days after the occurrence, file the grievance, in writing, to his/her immediate supervisor.
- 20.1.2 The immediate supervisor shall have three (3) of his/her regularly scheduled workdays to take appropriate action. If the supervisor, for any reason, cannot resolve the grievance, the supervisor shall forward the grievance to the Chief of Police within the prescribed time.
- 20.1.3 Step 2 - The Chief of Police shall have seven (7) of his/her regularly scheduled workdays to resolve the grievance.
- 20.1.4 If the Chief of Police cannot resolve the grievance, the Chief of Police shall forward the grievance to the Township Manager within the prescribed time.
- 20.1.5 Step 3 - The Township Manager shall have ten (10) of his/her regularly scheduled workdays to resolve the grievance.
- 20.1.6 If the Township Manager cannot resolve the grievance, the Manager shall forward the grievance to the Board within the prescribed time.
- 20.1.7 Step 4 - The Board, upon notification, shall have twenty (20) of the Township Manager's regularly scheduled workdays to make a disposition of the grievance.
- 20.1.8 The Board shall notify the aggrieved Police Officer of its final disposition, in writing, within the prescribed time.
- 20.2 All grievances settled within the Police Department shall be subject to the review of the Township Manager.
- 20.3 All the steps in the grievance procedure enumerated above must be exhausted prior to submitting the grievance to arbitration.
- 20.4 If either party to the grievance does not ratify the final disposition of the grievance, the grievance shall be submitted to an arbitrator. The single arbitrator shall be selected from a panel provided by the American Arbitration Association (AAA) and in accordance with the AAA's procedures. The arbitrator's decision shall be final and binding.

- 20.5 Costs of any such arbitration proceeding shall be borne by the losing party as charged by the AAA.
- 20.6 A Police Officer appearing as a principal or witness to a grievance procedure shall not be compensated for his/her time unless it is during a regularly scheduled tour of duty.

## **Article 21**

### **Voluntary Termination**

- 21.1 A Police Officer is required to give the Township at least two (2) weeks written notice of his/her intention to terminate employment. The two (2) week termination notice commences with receipt of a written resignation by the Chief of Police or his/her designee. No holiday, vacation, Kelly Time nor personal days may be used as part of this two (2) week notice period.
- 21.2 In the event of the voluntary termination of employment, the final pay shall include the following:
- 21.2.1 Annual base pay earned, up to and including the last day worked.
  - 21.2.2 Overtime pay earned, up to and including the last day worked.
  - 21.2.3 Earned but unused Kelly Time, up to and including the last day worked. Earned Kelly Time shall be calculated in accordance with the same methodology described in section 3.7.
  - 21.2.4 Earned but unused personal time, up to and including the last day worked. Earned personal time shall be calculated in accordance with the same methodology described in section 6.4.
  - 21.2.5 Earned but unused vacation time, up to and including the last day worked. Earned vacation time shall be calculated in accordance with the following schedule:

<u>Last Work Day</u>	<u>Percentage of Annual Vacation Amount</u>
January 1 – March 30	25%
April 1 – June 30	50%
July 1 – September 30	75%
October 1 – December 31	100%

- 21.2.6 Earned but unpaid educational incentive up to and including the last day worked. Earned educational incentive shall be calculated in accordance with the methodology described in section 12.3.



- 21.2.7 Earned but unpaid uniform allowance up to and including the last day worked. Earned uniform allowance shall be calculated in accordance with the methodology described in section 18.3.1.
- 21.2.8 Accrued but unpaid holidays, up to and including the last day worked.
- 21.3 Final pay will be issued in accordance with regular payroll processing.

## **Article 22**

### **Physical and Psychological Examinations**

- 22.1 Prior to employment and annually thereafter as a condition of continued employment each Police Officer is required to pass a physical examination to safeguard the well-being of his/her fellow Police Officers and to ensure that each Police Officer is physically able to meet the requirements of his/her position without injury to himself or others.
- 22.2 The Physical examination, which shall include a visual acuity test, will be paid by the Township and will be conducted by an examiner selected by the Township. Examination reports will be sent directly to the Township and will be kept in the Police Officer's personnel files.
- 22.3 Prior to employment and every five (5) years thereafter, or as deemed necessary by the Township Manager and Chief of Police as a condition of employment, each Police Officer shall be required to pass a psychological examination. The individual or firm selected to administer such examinations shall be mutually agreed upon by the Township and the Police Bargaining Unit; however, in the event a mutually agreed upon selection cannot be made, the Township shall have the right to select an examiner.

## **Article 23**

### **Probationary Period**

- 23.1 For the mutual benefit of the Township, and the Police Officer, the Township Supervisors have established a probationary period of one (1) year following an appointment, Act 120 certification or a promotion. A Police Officer's probationary period shall commence on the later of the following two dates: (1) the date on which the officer is officially appointed by the Township's Board of Supervisors; or (2) the date on which the officer obtains his/her Municipal Police Officer's Training and Education Commission (MPOETC) Certification.



**Article 24**  
**PBA Check-Off**

- 24.1 Any Police Officer who does not join the PBA shall pay to the PBA, as a condition of employment, a service charge as a contribution toward the administration of the Collective Bargaining Agreement between the Township and the PBA. The amount of the service charge shall be equal to the regular monthly dues and assessments of the members of the PBA.
- 24.2 The Township will deduct the current dues and assessments from the pay of each Police Officer and will forward the deduction to the treasurer of the PBA.
- 24.3 Any Police Officer represented by the PBA shall indemnify and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the Township for the purpose of complying with any of the provisions of this article.

**Article 25**  
**Supplemental Benefits**

- 25.1 Each Police Officer employed on January 1<sup>st</sup> of a calendar year, shall earn an annual supplemental benefit in accordance with the following schedule:

Year	Benefit Amount
2015	\$0
2016	\$0
2017	\$0
2018	\$0

- 25.2 The benefit payment shall be made at the end of the first full pay period in January of the calendar year in which the benefit is earned.

**Article 26**  
**Police Department Policies**

- 26.1 The Township shall maintain a policy committee consisting of the Chief of Police, the Township Manager and two members appointed by the PBA.
- 26.2 The purpose of the committee is to meet and discuss whenever necessary and to identify deficiencies in existing policies and correct them, update existing policies, develop and establish new policies and insure that all policies are properly adhered to.

- 26.3 No policy shall be established, deleted, altered or otherwise changed without prior discussion with the policy committee.

#### **Article 27**

27 Management Rights Except as may be expressly provided herein, this agreement is not in derogation of any right of the Township, the Supervisors or the Township Manager, or the Chief of Police to establish the mission of the department, to define the level of services to be rendered, to determine the number of employees needed to carry out the mission, and to direct the work force, its duties, responsibilities and job descriptions in accordance with the policies and procedures of the Township and the Department in order to manage and operate the Department of Police.

27.1 The Township does agree to abide by the procedure of the Police Tenure Act, Act of June 15, 1951 P.L. 586, §§ 1-6, 53 P.S. §§811-816, as amended. While agreeing to abide by the procedures of the Police Tenure Act, as amended, the Township reserves the right to hire employees, train employees, to evaluate the performance of employees, and to discipline or discharge any employee in accordance with the disciplinary code of Buckingham Township, or for lack of work, in accordance with the policies and procedures of the Township and the Department. This provision shall not be construed as a waiver of the right or duty to bargain under Act 111 those bargainable issues that are not enumerated herein.

27.2 Minimum Manning/Shift Manning  
The Police Department manual shall be amended to remove minimum manning language and to clarify that shift manning is a management right to be determined solely by the Chief of Police based upon operational needs. This Panel notes that the current policy manual shift manning language states that it is subject to review on a yearly basis and the language refers to protecting Wrightstown Township, which has not been covered by this Department since 2002.

#### **Article 28**

##### **PBA Management Meetings**

28 Township management and the PBA agree to establish regular meetings throughout the term of this agreement to discuss issues of concern of either the PBA or the Township and to promote a positive ongoing relationship between the parties.

**Article 29**  
**Term of Agreement**

29 This Agreement constitutes the complete Agreement between the parties respecting conditions of employment and each party hereby waives further negotiations during the term of this Agreement.

29.1 This agreement shall be effective on January 01, 2015.

29.2 This Agreement shall remain in effect until midnight, December 31, 2018.

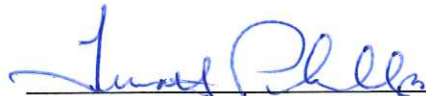
**Article 30**  
**Heart and Lung Policy**

30 The parties agree to be bound by the terms of the Heart and Lung policy attached as Appendix "B".

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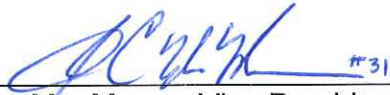


**Buckingham Township PBA  
Bargaining Unit**



Timothy Phillips, President

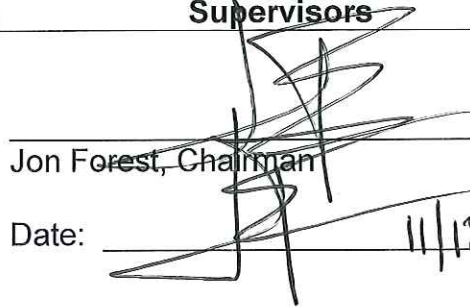
Date: 11/18/15



Stan MacMoran, Vice President

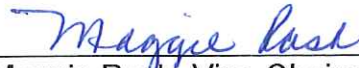
Date: 11-18-2015

**Buckingham Township Board of  
Supervisors**



Jon Forest, Chairman

Date: 11/18/2015



Maggie Rash, Vice-Chairman

Date: 11/18/15



Paul Calderaio, Member

Date: 11/18/15



Dana Cozza, Township Manager

Date: 11/18/15

## **Appendix “A”**

Purpose: To establish a Deferred Retirement Option Program ("DROP") as an optional form of payment upon a member's retirement from a municipality participating in the Pennsylvania Municipal Retirement System ("PMRS").

Authority: Act 15 of 1974, 53 P.S. §§ 881.101-881.501, the "Pennsylvania Municipal Retirement Law," ("PMRL") as amended by the act of July 9, 2010 (P.L. \_\_\_\_, No. 56) ("Act 56 of 2010") and Act 205 of 1984, 53 P.S. §§895.1101 - 895.1131, the "Municipal Pension Plan Funding Standard and Recovery Act," as amended by the act of September 18, 2009 (P.L. 396, No. 44) ("Act 44 of 2009"),

Introduction: Act 44 of 2009 requires the PMRB to establish a uniform DROP for all member municipalities of the PMRS as further authorized through Act 56 of 2010. All capitalized terms herein shall have the meaning set forth in the PMRL and the pension agreement between the member municipality and the PMRB as authorized and governed by Article IV of the PMRL (hereinafter referred to as "Contract"). All filings required under this policy shall be subject to Article XIII, Section 13.8 of the Contract.

Applicability: All member municipalities of the PMRS shall have the option to offer the DROP to its members as an optional payment plan at the time of retirement from the Municipality. The DROP shall only be available to the Municipality's Members if the Municipality has included the DROP in its Contract. If the Municipality elects to offer the DROP, the Contract shall incorporate the terms of this policy as Appendix A. The terms of the DROP, as set forth in this policy, shall be applicable to all municipalities electing to offer the DROP to its Members in its Contract, the terms of which shall not be negotiable.

Policy: *Eligibility:* A Member shall be eligible to elect the DROP as an optional payment plan at the time of the Member's retirement provided the Member is:

- (1) eligible for a Superannuation Retirement Benefit as of the Member's Effective Date of Retirement; and
- (2) not enrolled under the Contract as an elected official.

*Member Election:* To elect the DROP, a Member must file a written application on a form provided by the PMRB at least 30 days before the Member's Effective Date of Retirement. The written application must include the following:



- (1) The Member's agreement to forgo:
  - a) active membership under the Contract;
  - b) any growth in the salary base used for calculating the Basic Benefit, and
  - c) any additional benefit accrual for retirement purposes, including length-of-service increments.
- (2) The Member's election of an annuity calculated in accordance with one of the optional forms of payment provided in Article VII, Section 7.2 of the Contract, excluding Option 4, if one is provided in Article VII, Section 7.2(b)(iv).
- (3) Any other information that may be requested by PMRS.

The Member must include with the written application a copy of the letter of resignation sent to the Municipality stating the Member's intent to retire and specifying the Member's Effective Date of Retirement. Such letter of resignation shall be binding and irrevocable.

*Duration:* Participation in the DROP shall be no more than 36 months. The effective date of DROP participation shall be the day before the Member's Effective Date of Retirement. Except in the event of the death of the DROP participant, the DROP termination date shall be the last calendar day of the 37<sup>th</sup> month.

A DROP participant may elect at the time of retirement to participate in the DROP for a period of less than 36 months or may change the DROP termination date during DROP participation to an earlier date. In all cases, the earlier termination date shall be the last calendar day of a month and must be approved by PMRS.

In the event a Member's employment is terminated prior to the expected DROP termination date, the Member's participation in the DROP shall cease as of the last calendar day of the month in which the Member's employment was terminated or the last calendar day of the month PMRS was notified of such termination, whichever is later.

A Member and the Municipality shall immediately inform PMRS of any early termination of a DROP Participant prior to the DROP termination date. No penalty shall be imposed for early termination of DROP participation.

*Subsidiary DROP Participant Accounts:* Beginning on the effective date of DROP participation and ending on the last day of the month PMRS has been officially notified of the DROP termination date or the actual DROP termination date (whichever is most recent), all monthly annuity payments payable to a DROP Participant

shall be deposited into a Subsidiary DROP Participant Account established by the PMRB. The assets of the Subsidiary DROP Participant Account shall be invested in the State Treasurer's "Liquid Asset Pool" commonly referred to as "Pool 99." Each Subsidiary DROP Participant Account shall be credited with DROP Interest, compounded on a monthly basis in accordance with the PMRL. PMRS shall provide an annual benefit statement to each DROP participant showing the balance of the Subsidiary DROP Participant Account.

*DROP Interest:* The monthly DROP Interest credited shall be dependent on the monthly rate of return credited to the Liquid Asset Pool as determined by the Treasurer. The DROP Interest credited each month shall not be less than zero percent (0.0%) nor more than 0.367 percent (0.367%) per month, and in no event shall it exceed the statutory limit of four and five tenths percent (4.5%) annually. In the event the Liquid Asset Pool earns in any one month less than zero percent (0.0%), the monthly DROP Interest credited to each Subsidiary DROP Participant Account shall be zero percent (0.0%). In the event the Liquid Asset Pool earns in any one month more than 0.367 percent (0.367%), the DROP Interest credited to the Subsidiary DROP Participant Account shall be 0.367 percent (0.367%).

Investment earnings in excess of the 0.367 percent in any one month shall be maintained in the Liquid Asset Pool as unallocated investment earnings that shall be used to offset any unfunded liability resulting from the Liquid Asset Pool earning less than what is necessary to credit DROP Interest at zero percent (0.0%).

*DROP Termination:* The Municipality shall terminate the DROP participant from employment upon the DROP termination date.

Upon either early or regular termination of DROP participation, a terminated DROP Participant shall be:

- (1) ineligible to reenroll in the DROP even if the former DROP Participant is reemployed by the Municipality as an Active Member and eligible for a Superannuation Retirement Benefit;
- (2) subject to such reemployment limitations as other Annuitants; and
- (3) eligible for renewed membership as an Active Member as may be provided under the Contract.

*DROP Payout upon Termination:* Within 45 days of the DROP termination date determined in accordance with this policy, PMRS shall pay to the Member in a lump-sum the amount credited to the Member's Subsidiary DROP Participant Account as of the Member's DROP termination date less any required withholding of taxes.



The DROP Participant may elect to have such lump-sum payment paid directly into an Eligible Retirement Plan or in a check made payable to the DROP Participant. If the DROP Participant fails to elect a method of payment of the lump-sum within sixty (60) days after the DROP termination date, the lump-sum shall be paid directly to the DROP Participant.

*Disability:* In the event a DROP Participant becomes disabled and terminates employment with the Municipality, participation in the DROP shall be immediately terminated and a payout shall commence as provided for in the section of this policy entitled, "DROP Payout upon Termination." The Member shall continue to receive a Superannuation Retirement Benefit or may elect to apply for a Disability Retirement if one is provided under Article VII, Section 7.3 of the Contract.

*Death:* Upon the death of a DROP Participant, participation in the DROP shall terminate effective as of the date of the Member's death. The balance of the Member's Subsidiary DROP Participant Account as of the Member's date of death shall be paid to the Beneficiary who shall choose from one of the payment methods provided in the section of this policy entitled, "DROP Payout upon Termination" and the PMRL. Any death benefits or survivor annuity payments that may be payable by PMRS shall be paid in accordance with the payment option selected by the Member at the time of retirement.

*Alternate Payees:* Payment by PMRS under an Approved Domestic Relations Order to an Alternate Payee shall commence upon the DROP termination date.

*Rights and Benefits:* A DROP Participant shall be an Annuitant of PMRS and shall be entitled to all rights and benefits afforded an Annuitant under the Contract.

Effective  
Date:

This rule is to be implemented effective January 1, 2011.

Adoption  
Date:

Adopted at the September 16, 2010 meeting of the Pennsylvania Municipal Retirement Board.

James B. Allen, Secretary



## Appendix “B”

**Buckingham Township  
Heart and Lung Policy**

**Heart and Lung Act Procedure**

a. An officer who incurs a temporary, service connected-disability and who receives benefits under the Pennsylvania Heart and Lung Act (HLA), 53 P.S. § 637, shall remit to Buckingham Township (the "Township") any workers' compensation wage loss benefits received (net of attorney fees approved by a judge pursuant to the Workers' Compensation Act) which are coincident with the receipt of HLA.

b. All Heart and Lung disputes shall be decided by the Township pursuant to a hearing before the Township Board of Supervisors and subject to an appeal to arbitration through the American Arbitration Association.

c. Any officer who is claiming a temporary disability caused by a duty-related injury shall notify both the Township Manager and Chief of Police upon the officer's awareness of the occurrence of the duty-related injury or its disabling effect, by written report which shall include a description of the time, place and circumstances of the event leading to the injury, the circumstances of the injury and the identity of any witnesses or other individuals with whom the officer spoke with at the scene.

d. The officer shall notify the Manager and Chief of Police of the injury verbally with as much detail as possible and file the written report by the end of the shift on which the injury is suffered or, if that is not possible, as soon as possible thereafter.

- If the officer is unable to make a verbal report of the injury by the end of the shift, the officer shall notify the Chief.
- If the officer is unable to prepare a written report by the end of his shift, he may do so within 24 hours of the start of the shift on which the injury occurred and detail why the report could not be filed sooner. If the officer is unable to file the written report within the 24 hour time period stated above, his immediate supervisor or the chief of Police shall prepare a written report of the incident and/or the injury, illness or disease based upon his/her own investigation. The officer shall, as soon as possible, review that report and may revise and/or provide additional information and then sign the report.

e. Upon receipt of said Heart and Lung Act ("HLA") claim notification, the Township shall have the right to require the officer to attend an independent medical examination and for the officer to authorize the Township's receipt of medical reports and records relative to the condition or ailment giving rise to the HLA claim. Provided that the officer is receiving HLA benefits, the Township may require that the officer attend further independent medical examinations as reasonably arranged by the Township or its workers' compensation insurer. The officer is entitled to a copy of any independent

medical report at the same time as or a reasonable time after the report is provided to the Township or its workers' compensation insurer.

f. If the officer's initial claim for benefits under the HLA is denied, the officer shall have the right to file a written demand with the Township that a hearing be held pursuant to this Agreement. Within five (5) days of receipt of the order denying his Heart and Lung Act claim and/or requiring the officer to return to duty, said officer may issue a written demand to the Township that a Heart and Lung hearing before the Township Board of Supervisors ("Heart and Lung Hearing Panel") be held in order to adjudicate the officer's claim for benefits under the HLA.

g. Similarly, at any time subsequent to an officer receiving HLA benefits, the Township may demand a Heart and Lung Act hearing be held before the Heart and Lung Hearing Panel in order to determine whether an officer continues to be entitled to HLA benefits. In such case, HLA benefits shall continue pending the decision of the Township Supervisors.

h. The Township shall establish a date for the Heart and Lung Hearing Panel hearing to be held within fifteen (15) days from the date of receipt of the Hearing demand.

i. The Township shall require that the parties confer and submit a list of undisputed facts and any stipulation concerning the admissibility of evidence (including the deposition testimony of medical experts or simply the medical reports) prior to the date of the Hearing. The parties shall also exchange exhibits at least 4 calendar days prior to the hearing.

j. The parties may take depositions of any and all relevant witnesses pursuant to Agreement or by approval of the Township.

k. Any and all requests for continuances shall be submitted in writing to the Township; said request for continuances shall be granted only where good cause is shown, or where all parties agree to a continuance. The parties may only agree to extend the hearing date for a maximum of 21 days (cumulative). All other requests need the approval of the Township and must be for good cause.

l. The Heart and Lung Hearing Panel may issue subpoenas, although requests for said subpoena must be submitted no later than three (3) days prior to the date of the Hearing, with a copy of the subpoena request being served upon the opposing party. All Hearings shall be on the record and transcribed by a licensed court reporter within the Commonwealth of Pennsylvania.

m. At the hearing before the Heart and Lung Hearing Panel, each party may be represented by counsel of its choosing. At such Hearing, both parties may offer an opening statement, present the direct examination of witnesses, cross examine opposing witnesses, offer evidence, and conclude with a closing statement.



n. Each party shall submit to the Heart and Lung Hearing Panel proposed findings of fact and conclusions of law, with a brief in support thereof, within ten (10) days after the receipt of notes of testimony.

o. The Heart and Lung Hearing Panel shall be required to render a decision, in writing, within ten (10) days after the parties submit their proposed findings. Said decision must include the findings of the Heart and Lung Hearing Panel and/or the reasons for said decision.

p. Any party, the Township or the Association, aggrieved by the decision of Heart and Lung Hearing Panel may file a Demand for Arbitration with the American Arbitration Association within thirty (30) days of the Panel's decision. Should an arbitrator reverse or modify the decision of Heart and Lung Hearing Panel, the necessary adjustments shall be made to reflect the arbitrator's ruling (e.g., the officer shall be charged with use of sick time or use of other contractual time off if HLA benefits are denied in whole or in part as to the period of time in which the officer has been out of work; alternatively, if HLA benefits are granted, all sick time and other contractual time off utilized by the officer during the period of disability shall be restored).

## BUCKINGHAM TOWNSHIP

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October 15, 2015

### Side Letter to the 2015-2018 Collective Bargaining Agreement

The purpose of this addendum to the March 8, 2000 side letter which first memorialized the supplemental benefits provision in Article 25 of the Collective Bargaining Agreement is to update the funding source schedule for the 2015-2018 Collective Bargaining Agreement between Buckingham Township and the Buckingham Township Police Benevolent Association. The amount of Buckingham Township's contribution to the Nationwide Retirement Solutions Voluntary Employee's Beneficiaries Association ("VEBA") will average \$480 per officer for the year 2015, \$449 per officer for the year 2016, \$458 per officer for the year 2017 and \$406 per officer for the year 2018.