

AMERICAN ARBITRATION ASSOCIATION

In the Matter of Arbitration Between:

**BUCKINGHAM TOWNSHIP POLICE
BENEVOLENT ASSOCIATION**

**AAA Case#01-14-0001-6631
(Act 111 Interest Arbitration)**

and

BUCKINGHAM TOWNSHIP

Hearing Date: 4/24/15

Panel of Arbitrators

Sean T. Welby, Esquire
LIGHTMAN WELBY
Police-Appointed Arbitrator

Patrick Harvey, Esquire
BALLARD SPAHR
Township-Appointed Arbitrator

Walt De Treux, Esquire
Impartial Arbitrator and Panel Chair

FOREWARD

The undersigned arbitrators were duly appointed as the Board of Arbitration pursuant to the provisions of Section 4(b) of the Act of June 24, 1968, P.L. 237, as amended, 43 P.S. §217.4(b) (Act 111) and the procedures of the American Arbitration Association. The Board acknowledges that the parties agreed to waive the time limits under Act 111. A hearing in this matter was conducted on April 24, 2015 at the Township offices in Buckingham, Pennsylvania, at which time both parties had a full and fair opportunity to present documentary and other evidence, examine and cross-examine witnesses, and offer argument in support of their

respective positions. Following Executive Sessions of the Board of Arbitration, the following Award¹ was adopted by a majority of the Board.

AWARD

1. Term

The term of the agreement shall be for four (4) years, commencing January 1, 2015 and continuing until December 31, 2018.

2. Wages

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

January 1, 2015.....	3.0%
January 1, 2016.....	3.25%
January 1, 2017.....	3.25%
January 1, 2018.....	3.5%

3. Health Care

a) During the term of the Award, 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

¹ As part of its issues in dispute, the Township proposed the deletion of Sections 10(c) and (f) of the Operation and Maintenance of Police Vehicles Policy, which provides all officers with a take-home vehicle. At hearing and in Executive Session, the Township maintained that it was within the Township's inherent managerial right to unilaterally change the policy on take-home vehicles. The Association maintains that any such change is a mandatory subject of bargaining and cannot be implemented except through negotiations or pursuant to an interest arbitration award. The Panel takes no position on the parties' legal arguments as it has taken no action on the Township's proposal.

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.

4. Pension

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%.

5. 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.

6. Sick Leave

Section 4.3 shall be amended to read as follows,

“Except as provided 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.”

7. Heart and Lung Policy

The attached policy shall be adopted as the Township’s Heart and Lung Policy.

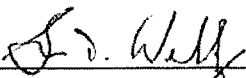
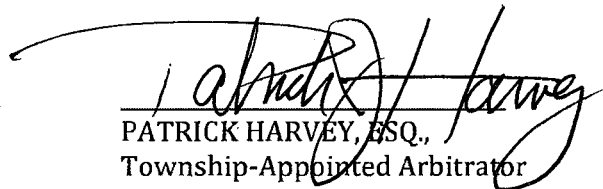
CONCLUSION

All remaining terms and conditions of employment not expressly modified by this Award or previously agreed to by the parties in negotiations shall remain “as is” through December 31, 2018. All proposals of the parties not included in the Award are denied.

It is understood that the signature of the Arbitrators attest to the fact that the contractual changes represent the majority opinion and Award on each issue by the members of the Arbitration Panel. The Panel shall retain jurisdiction of this case for the sole purpose of resolving any disputes regarding the implementation of the Award.



WALT De TREUX
Impartial Arbitrator and Panel Chair
Dated: August 24, 2015


SEAN T. WELBY, ESQ.
Police-appointed Arbitrator
PATRICK HARVEY, ESQ.,
Township-Appointed Arbitrator

**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).