

AMERICAN ARBITRATION ASSOCIATION

In the Matter of Arbitration Between:

**NEW BRITAIN POLICE
BENEVOLENT ASSOCIATION**

**AAA Case#14 360 L 01280 13
(Act 111 Interest Arbitration)**

and

NEW BRITAIN TOWNSHIP

Hearing Date: 3/17/14

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 Philadelphia Office 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 March 17, 2015 at the Township offices in Chalfont, 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 Award was adopted by a majority of the Board.

AWARD

1. Term

The term of the agreement shall be for five (5) years, commencing January 1, 2014 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, 2014.....	3.0%
January 1, 2015.....	3.0%
January 1, 2016.....	3.25%
January 1, 2017.....	3.5%
January 1, 2018.....	3.5%

3. Uniform Allowance

Effective January 1, 2015, the uniform allowance for patrol unit members shall be increased to \$800 annually.

4. Medical Insurance

(a) Section 7.01.1 shall be amended as follows:

Effective January 1, 2015 the Delaware Valley Health Insurance Trust medical insurance plan (DVHIT Choice POS II) with \$10 primary/\$20 specialist co-pay; \$100 emergency room; 70% out of network with a \$10

generic/\$20 brand pharmacy co-pay benefit shall be changed to the attached DVHIT Option 3 plan with a \$250 individual and \$500 family deductible, \$25 primary care physician co-pay, \$50 specialist co-pay, \$10 generic prescription, \$35 prescription brand, \$60 non-formulary and a \$100 emergency room co-pay.

Section 7.01.2 shall be amended to strike the first sentence and to replace DVHIT Choice POS II in the second sentence with the DVHIT Option 3 plan.

(b) Cadillac Tax Reopener

The Township shall have the ability to reopen the contract on health care alone in the event the Township, using the actual premium rates and COBRA rates for 2017, 2018, and 2019 (if the contract is in status quo) with health care inflation, projects that it will incur a Cadillac Tax the following year. For example, using the premium/COBRA rates in 2017 and using health care inflation between 5% and 10%, if the Township projects it will incur a Cadillac Tax in 2018, the Township shall be able to file for an Act 111 reopener on health care alone in June of 2017, after first being required to attempt to negotiate a resolution of this Cadillac Tax issue in May of 2017. Any Act 111 health care reopener shall be decided and a decision issued by October 1 of the year the reopener is filed. The jurisdiction of the reopener shall solely be to lessen or eliminate any Cadillac tax liability. This reopener language shall apply not only to all the years covered by this contract but also to 2019. If the parties cannot agree on health care benefits in 2019, then

expedited Act 111 arbitration on all issues shall occur in 2019 with the parties having to file for arbitration by May 1, 2019. The Act 111 panel shall be required to issue a decision on all contractual issues by October 15, 2019.

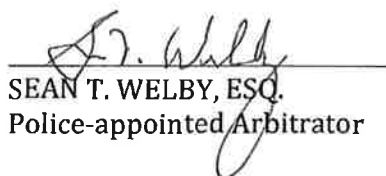
CONCLUSION

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.

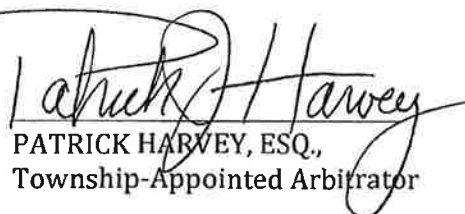
It is understood that the signature of the Arbitrators attest to the fact that the contractual changes represent the majority opinion and Award on each issue by the members of the Arbitration Panel.



WALT De TREUX
Impartial Arbitrator and Panel Chair
Dated: February 16, 2015



SEAN T. WELBY, ESQ.
Police-appointed Arbitrator



PATRICK HARVEY, ESQ.,
Township-Appointed Arbitrator