

**COLLECTIVE BARGAINING
AGREEMENT**

BY AND BETWEEN

**THE CENTRAL BUCKS REGIONAL
POLICE COMMISSION**

AND

**THE CENTRAL BUCKS REGIONAL
POLICE ASSOCIATION**

AND

**THE CHALFONT BOROUGH
POLICE BENEVOLENT ASSOCIATION**



**FOR THE PERIOD OF
MARCH 28, 2016 THROUGH DECEMBER 31, 2020**

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ATTACHMENTS

EXHIBIT A	CHALFONT BOROUGH HEALTHCARE PLAN
EXHIBIT B	CENTRAL BUCKS REGIONAL HEALTHCARE PLAN
EXHIBIT C	LIFE AND AD&D INSURANCE POLICY
EXHIBIT D	SHORT TERM / LONG TERM DISABILITY POLICIES
EXHIBIT E	CHALFONT BOROUGH POLICE PENSION PLAN
EXHIBIT F	CENTRAL BUCKS REGIONAL POLICE PENSION PLAN & DEFERRED RETIREMENT OPTION PLAN

AGREEMENT

THIS AGREEMENT, executed this 28th day of March, 2016, is made between the **CENTRAL BUCKS REGIONAL POLICE COMMISSION**, hereinafter referred to as the "Commission" and the **CENTRAL BUCKS REGIONAL POLICE ASSOCIATION** and the **CHALFONT BOROUGH POLICE BENEVOLENT ASSOCIATION**, which, upon the execution of this agreement, shall collectively be known as the **CENTRAL BUCKS REGIONAL POLICE BENEVOLENT ASSOCIATION**, hereinafter referred to as the "Association", collectively known as the parties.

WITNESSETH:

NOW THEREFORE, in consideration of the mutual covenants, promises, and understandings of the Parties hereto, and further, the Parties intending to be legally bound pursuant to the uniform Written Obligations Act of May 13, 1927, P.L. 95, 33 P.S. Sections 6 - 8 and pursuant to the enabling provisions of the Act of June 24, 1968, P.L. 237, No. 1111, 43 PA C.S.A. Section 217.1 et seq., the Parties do covenant and agree as follows:

ARTICLE 1 - RECOGNITION

- Section 1.** The Commission recognizes that all Police officers of the Department constitute an appropriate unit for purposes of collective bargaining with the Commission, for all of the Department's full-time police officers; excluding the Chief of Police, Captains and any other administrative employees, and agrees to recognize, negotiate, and deal with the agent or representative designated in writing by the Association as its authorized representative, for the term of the Agreement, for purposes of collective bargaining with the Commission on matters pertaining to wages, hours, and other terms and conditions of employment.
- Section 2.** The Association and its representative recognize the Commission and any negotiating committee or authorized representative designated by the Commission for purposes of collective bargaining with the Association on matters pertaining to wages, hours, and other terms and conditions of employment.

ARTICLE 2 - TERM

- Section 1.** This Agreement shall remain in full force and effect for a period beginning March 28, 2016 and expiring December 31, 2020.
- Section 2.** This Agreement shall stay in effect until a successor agreement is negotiated and fully-executed by the parties hereto, or their successors or assigns.
- Section 3.** This Agreement shall be applied equally to all police officers by the Commission.
- Section 4.** As of the date of this agreement there shall be twenty four (24) full time police officers. When the next police officer leaves employment with the department voluntarily, that number shall reduce to twenty three (23) full time police officers. Thereafter, The Commission shall maintain the number of full-time police officers at twenty-three (23) for the term of the Agreement. When a police officer leaves employment with the Department voluntarily, the Commission will have two (2) months from the date of the police officer's separation to begin the process of hiring another police officer. When a police officer is involuntarily removed from employment with the Department, the Commission will have two (2) months from the date on which any and all contractual and statutory appeal rights are exhausted to begin the process of hiring another police officer.

ARTICLE 3 - DEFINITIONS

1. **Base Hourly Rate:** For police officers, the base hourly rate shall be determined by dividing the police officer's gross annual salary by 2080, as more specifically set forth in Article 4-Wages.
2. **Compensable Hours:** All hours that a police officer is on duty, whether scheduled or unscheduled.
3. **Court:** Any Court of Common Pleas, Federal Court, District Court and any hearing before an administrative agency of the Commonwealth of Pennsylvania.
4. **District Court:** Any Magisterial District level hearing, not being a court of record.
5. **DROP:** Deferred Retirement Option Plan.
6. **DROP Account:** Separate account created to accept DROP participants' monthly pension check while a DROP participant.
7. **Field Training Officer (FTO):** Any police officer who is responsible for the training and evaluation of a probationary police officer. Said police officer shall have successfully completed a formalized FTO Training Program before being assigned as an FTO.
8. **Full-time Police Officer:** Any sworn police officer duly appointed and employed by the Commission, who has completed twelve or more months of continuous service, and who is regularly scheduled to work a minimum of two-thousand eighty (2080) hours within each calendar year.
9. **Kelly Time:** the one hundred-four (104) hour difference between a 2080 hour work year that results from an eight (8) hour shift schedule, and a 2184 hour work year that results from a twelve (12) hour shift schedule.
10. **Part-time Police Officer:** Any sworn police officer duly appointed and employed by the Commission, who has completed twelve or more months of continuous service, who will not be available for duty at all times, and who are regularly scheduled to work fewer than sixty (60) hours every two (2) weeks.
11. **Pay Period:** All police officers shall have pay periods which run concurrently with their work period. All police officers shall have their payroll distributed no later than the first Friday following the close to their work period. Police officers shall be paid on a bi-weekly basis.
12. **Police Chief:** The person appointed to serve as the chief executive officer of the Department, who shall not be a member of the Association, nor subject to the Civil Service laws of the Commonwealth of Pennsylvania.
13. **Police Officer:** Any full-time or part-time sworn police officer duly appointed and employed by the Commission.
14. **Probationary Police Officer:** Any police officer who has been appointed and employed by the Commission for less than twelve (12) months of continuous service.

15. **Tour of Duty:** A police officer's tour of duty includes all hours worked, whether scheduled or unscheduled.
16. **Retirement Health Savings Account (RHS):** Retirement Health Savings Account
17. **Work Period:** The work period for all police officers shall be fourteen (14) consecutive days commencing at 00:01 hours Sunday and concluding at 24:00 hours of the second Saturday thereafter.
18. **Work Schedule:** The current work schedule will remain in place until a different universal schedule has been negotiated by the Chief of Police or his designee and the Association. The implementation of this schedule will be subjected to the following conditions.
- a. The Chief of Police or his designee and the Association will agree to meet to review the status of the transition to any new schedule. If either party so desires, the issue of the schedule may be reopened as a contract issue.

ARTICLE 4 - WAGES

Section 1. Base Hourly Rate and Gross Annual Salary: During the term of this agreement, the following categories of police officers shall have the base salary rate of pay as set forth in Section 2, wage table.

- a. Hourly base rate shall be calculated by dividing base annual wage by two- thousand eighty (2080) hours.
- b. The Rates shall take effect January 1 of each year.
- c. Each bi-weekly pay shall be calculated as follows: Eighty (80) hours base pay, then any additional compensation for overtime, compensatory time payments, Kelly time, court time, holiday pay, longevity bonus etc, will be added.

Section 2. Wage Table: This shall determine the gross annual wage.

	2016	2017	2018	2019	2020
Four Year+ Officer	\$86,607	\$89,421	\$92,237	\$95,328	\$98,426
Corporal	\$90,934	\$93,890	\$96,941	\$100,092	\$103,345
Sergeant	\$95,271	\$98,367	\$101,564	\$104,865	\$108,273

- a. Police Officer: The rank of Police Officer will be compensated, as outlined in Section 2, based on the below listed:

Year 1	70% of Four Year Officer Wage
Year 2	80% of Four Year Officer Wage
Year 3	90% of Four Year Officer Wage
Year 4 +	100 % of Four Year Officer Wage

- b. The rank of Sergeant will be compensated per the chart above at 10% over the four year + officer wage.
- c. The rank of Corporal will be compensated per the chart above at 5% over the four year + officer wage.
- d. Field Training Officer: The position of Field Training Officer will be compensated an additional five hundred dollars (\$500.00) for training a probationary police officer.

Section 3. Compensatory Time: Police employees shall have the option of earning compensatory time, in lieu of paid overtime, for any services performed in excess of their normally scheduled hours. Compensatory time will be earned at the overtime rate, and may be banked for a total of two-hundred forty (240) hours. Compensatory time may be carried over from year to year. Any accumulation of time in excess of 240 hours shall be paid to the employee at the end of the calendar year so that no more than 240 hours of compensatory time may be carried forward into a new year.

- a. Compensatory time will be paid out on usage, departure or retirement at police employee's current base hourly rate of pay. Upon departure or retirement compensatory time shall be paid within sixty (60) days.
- b. Compensatory time may be bought back and directed to payroll or directed toward 457 b, each pay period, for a maximum of twenty (20) hours per pay period.
- c. Once bought back or used the hours will be deducted from the employees' cumulative bank.

Section 4. Overtime Hourly Rate and Pay:

- a. Each police officer who works in excess of the daily scheduled hours or in excess of eighty-four (84) hours in a fourteen (14) day work period shall be compensated at one and one-half times ($1\frac{1}{2} \times$) the police officer's "Regular Rate" as defined by the Fair Labor Standards Act. Calculation of the "Regular Rate" shall be set forth in subsection b., below. This shall include any all remuneration for the employment paid, to or on behalf of, the officer, i.e.: longevity pay.
- b. The formula to be used for calculation shall be:

$$\text{REGULAR RATE} / 2080 \text{ annual hours} \times 1\frac{1}{2} = \text{OVERTIME RATE}$$

[Base wages + rank differential + "longevity pay" + nondiscretionary bonuses (e.g., educational stipends) = REGULAR RATE]

Section 5. "Acting" Rank Hourly Rate of Pay: Any police officer who serves, at the direction or designation of the Chief of Police, in the capacity of any "Acting" rank, shall receive the hourly rate of pay for that rank for all hours worked at any "Acting" rank.

ARTICLE 5 - PART TIME POLICE OFFICERS

- Section 1.** The Commission may employ part-time police officers who will not be available for duty at all times and who are regularly scheduled to work fewer than sixty (60) hours every two (2) weeks. Should the part-time officer work in excess of the daily scheduled hours, they shall be compensated at one and one-half times ($1\frac{1}{2} \times$) the police officer's "Regular Rate" as defined the Fair Labor Standards Act. This shall include any and all remuneration for the employment paid, to or on behalf of, the Officer, i.e.: longevity pay.
- Section 2.** The Chief of police shall have the right to assign any shift openings that occur to part time officers, excepting that police officers shall have the right of first refusal on overtime for which payment is reimbursed from outside sources. On a three (3) Police Officer shift, a part-time officer will not be scheduled to work with less than two Police Officers.
- Section 3.** In the event a part-time police officer is employed by the department as a full-time police officer, the past service as a part-time police officer shall not be credited in calculating service for any pension benefit, retirement eligibility, vesting or length of service increment or seniority.

ARTICLE 6 - WORK SCHEDULE

Section 1. Work Day Shift:

- a. Police Officers assigned to the uniformed patrol division shall work a twelve (12) hour "Work Day Shift". The "work period" shall be comprised of fourteen (14) consecutive calendar days. Each fourteen (14) day cycle will alternate between day shift (6:00 AM through 6:00 PM) and night shift (6:00 PM through 6:00 AM). Police officers will be regularly scheduled to work one (1) of the "Work Day Shifts" as set forth above for the duration of the fourteen (14) day period in the following sequence:
 1. Two (2) days on, followed by two (2) days off, followed by three (3) days on, followed by two (2) days off, followed by two (2) days on, and followed by three (3) days off.
- b. Detectives, non-patrol division and non-uniformed police officers shall work a schedule consisting of forty (40) hours and shall be paid for all time worked in excess thereof at the overtime rate of pay. When the department is staffed with three detectives there shall be a rotating schedule in which 2 detectives work from 9 am to 5 pm and 1 detective works from 1 pm to 9 pm.

Section 2. The schedule shall be prepared in a fashion that shall provide that there be a minimum of eight (8) hours off between shifts. In the event a shift is worked without eight (8) hours off, the shift shall be paid at the overtime rate.

Section 3. The police officer work schedule shall be made available to all police officers by November 1st of the current year, for the next calendar year commencing January 1st and ending December 31st. The schedule will generally provide that each full time police officer is scheduled to work a consistent rotation.

Section 4. Kelly Time:

- a. Police officers who work a twelve (12) hour schedule will be credited with one hundred and four (104) hours of Kelly Time every January 1st.
- b. The 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 the Chief of Police or his/her designee, provided there is no need to replace the officer and incur overtime expenses. All such requests shall be made to the Chief or his/her designee in advance of the start of the shift.

- c. Once approved by the Chief or his/her designee, 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.
- d. Detectives, non-patrol division and non-uniformed police officers who work a schedule consisting of forty (40) hours shall not accrue Kelly Time.

Section 5. Minimum Manpower: There shall be a minimum mandatory shift staffing of three (3) officers during "Off-peak Times" or four (4) officers during "Peak Times".

- a. "Peak Times" shall be defined as Thursday 6 p.m. to Friday 6 a.m., Friday 6 p.m. to Saturday 6 a.m., Saturday 6 p.m. to Sunday 6 a.m., and holidays. All other times will be considered "Off-peak".
- b. The Chief shall approve time off requests until a maximum limit of three (3) police officers per squad is reached, including a maximum of one supervisor. Minimum manning shall then be attained with the use of full-time or part-time police officers.
- c. A maximum of one (1) part-time officer may be used to achieve minimum mandatory "Off-peak Time" shift staffing. A maximum of two (2) part-time officers may be used to achieve minimum mandatory "Peak Time" shift staffing.

ARTICLE 7 - COURT TIME

Section 1. Off Duty Attendance

- a. Any police officer who is required to and does attend a Court, hearing or administrative proceeding related to their duties as a Commission Police officer or where the Commission is a party shall be paid at the overtime hourly rate as follows:
 1. A minimum of four (4) compensable hours for District Justice Court attendance, or the number of hours actually spent at court, whichever is greater.
 2. A minimum of four (4) compensable hours for any court appearance other than District Justice Court and any hearing before an administrative agency of the Commonwealth of Pennsylvania, or the number of hours actually spent at court, whichever is greater.
- b. Time spent in court shall count as time worked for purposes of overtime compensation.

Section 2. On Call

- a. If a police officer is required by the Court of Common Pleas to remain "on call status" while the police officer is off duty, the police officer shall be paid the sum of Fifty Dollars (\$50.00). Where the police officer is "on call" and is notified to appear in court the police officer shall be considered "on call" from 9 am or as the court may direct until such time as the police officer arrives at court at which time the police officer shall receive pay at the rate of time and ½ until excused by the court from further proceedings.
- b. The Commission will provide cellular telephones to all Police officers.

Section 3. Court Schedule: The Court schedule shall be posted by means directly available to the police officer (i.e.: memo, electronically).

ARTICLE 8 - SPECIAL DETAILS

Section 1. Special Details: The parties recognize that extra police protection or coverage is, from time to time, requested by residents, businesses, schools and community organizations. No police officer may provide any police services, whether in uniform or not, through a private contract.

Section 2. Procedure:

- a. At the beginning of each calendar year there shall be posted an overtime list in the format of a modified "wheel" system. The list will originally start with the most senior full-time police officer and continue with each senior full-time police officer thereafter. In the event a special detail or request for police protection is submitted and approved, the police officer next in line shall have first opportunity to work the detail, provided they are not already working a scheduled shift, in which case the next full-time police officer will have the opportunity to work the detail and so on.
- b. The officer called shall have a 20 minute window within which to respond.
- c. The wheel shall then resume for future events, beginning with the next officer in line who is eligible.
- d. In the event an officer is "skipped" due to already working a scheduled shift, that officer shall have first opportunity to work the next detail; the wheel would then continue thereafter as indicated above.

Section 3. Rates of Pay: All full-time police officers who perform special detail assignments shall receive their overtime hourly rate of pay for each hour worked.

ARTICLE 9 - HOLIDAYS

Section 1. The following eleven (11) days are recognized as holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Police Memorial Day	Christmas Day
Memorial Day	

Section 2. **Full-Time Police officers:**

- a. Holiday pay shall be paid in a lump sum to all full-time police officers at their base hourly rate times eight (8) hours for each of the twelve holidays, payable in the pay period prior to November 30 of each year.
- b. Police officers who work any of these holidays will not receive extra pay but will be paid their regular rate, except for the following festive holidays, in which the police officer will receive an additional 1 ½ times their normal base pay or compensatory time. These festive holidays shall be Independence Day, Thanksgiving Day and Christmas Day. This pay will be in addition to regular pay and holiday pay.
- c. Probationary police officers shall receive holiday pay based on the number of months actually worked.
- d. Police officers who terminate their employment shall be paid for their unused holiday days that have accrued, at the rate then in effect.
- e. The eligible dependents of a police officer who is killed in the line of duty or dies prior to voluntary termination of services shall be paid one hundred percent (100%) of the police officers unused holiday days at the time of death, at the rate then in effect.
- f. Holiday time starts at 12:00 midnight (0000 hrs) and expires at the following 11:59 p.m. (2359 hrs)

ARTICLE 10 - SICK LEAVE

- Section 1. Earned Sick Leave:** Sick leave shall be made available to all eligible police officers and shall be credited at a rate of one hundred and twenty (120) hours per year.
- Section 2.** The Chief of Police may require a note from a doctor after an absence of three (3) or more consecutive sick days, or in cases where the Chief of Police suspects an abuse of sick leave. In all cases where the Chief of Police requests that a Police Officer supply a note from a doctor, the Chief of Police shall notify the Police Officer prior to the Police Officers' return to duty. In cases where the Chief of Police suspects an abuse of sick days, the Chief of Police shall notify the Police Officer in writing as soon as the Chief of Police has reason to believe that there is an abuse. After such notice is given, the Chief of Police will have the right to visit the home of the Police Officer and otherwise investigate the Police Officer's absence from duty.
- Section 3.** A record of sick days used by each Police Officer and each Police Officer's unused balance of sick days shall be issued to the Police Officer at the beginning of each calendar year along with a record of the Police Officer's unused vacation days and a record of his or her pension status.
- Section 4. Family Emergency Sick Leave:** Family Emergency Sick leave shall be made available to all eligible Police Officers and shall be credited at a rate of up to sixty (60) hours per calendar year, not to be deducted from the Police Officer's accumulated sick time.
- a. In the event of a family emergency or illness, a police employee may take emergency sick leave at one (1) hour increments.
 - b. There shall be no Buy Back or Rollover Options for Family Emergency Sick Leave.
 - c. The use of Family Emergency Sick Leave shall require the approval of the Chief of Police. Upon return from Family Emergency Sick Leave, Police Officers shall be required to complete a form provided by the Department detailing the reason for the leave, and submit it to the Chief of Police for his review.
- Section 5. For Former Chalfont Police Officers:** Each eligible police officer may request, in writing by December 15th of each year, that any or all unused sick leave be bought back by the Commission. The police officer may choose one or a combination as follows:
- a. Police officer may elect reimbursement to be added to payroll on or before the first pay day in January, this will be at a rate of 50% of the officer's current base rate.

- b. Police officer may elect reimbursement be directed toward an IRA or other savings plan (i.e., 457 b), plan, on or before the first pay day in January, this will be at a rate of 60% of the officer's current base rate.
- c. Once bought back, those hours purchased will be deducted from the officer's cumulative bank.
- d. **Termination, Retirement, Leave:** Upon retirement or leave from employment with the Commission, a police officer shall receive compensation for unused sick leave credits. The police officer may elect to direct reimbursement toward payroll at a rate of 50% of their base hourly rate and/or the police officer may elect to direct reimbursement toward their IRA or other savings plan (i.e., 457 b), at a rate of 60% of the police officers' current base hourly rate. This will be done within sixty (60) days of retirement or leave.

Section 6. For Original Central Bucks Regional Police Officers, including any officers hired on or after March 28, 2016: If an Officer, upon retirement, shall have accumulated sick leave in excess of one thousand (1,000) hours, the hours in excess of one thousand (1,000) hours shall be purchased from him by the Commission at the rate of twenty-five percent (25%) based on the Police Officer's then-current salary, capped at one thousand five hundred (1,500) hours in excess of one thousand (1,000) hours. Prior to retirement, a Police Officer may choose to use accumulated sick days at the rate of thirty-three and one-third percent (33.3%) of hours in excess of one thousand (1,000) hours, with a cap at one thousand five hundred (1,500) hours in excess of one thousand (1,000) hours.

ARTICLE 11 - VACATION

Section 1. Non-probationary full-time police officers shall receive paid vacation annually.

<u>YEARS OF SERVICE</u>	<u>HOURS</u>
Commencing 1 year	0
Commencing 2-5 years	84
Commencing 6-12 years	120
Commencing 13-19 years	168
Commencing 20 + years	204
Commencing 25 + years	240

Section 2. The scheduling of vacation time shall be requested by the police officer on the approved departmental form.

- a. Vacation requests must be submitted to the Chief of Police or his designee no later than May 1 of each year. These requests shall be handled on a seniority basis. During the remaining calendar year, vacation requests will be honored in the order in which they are submitted.
- b. After the submission of vacation request, the police officer will be notified within five (5) days as to the approval or disapproval of the request.

Section 3. Vacation pay shall be at the police officer's current base hourly wage. Vacation time shall not be considered compensable hours for the calculation of overtime.

Section 4. Roll Over: Police officers shall be permitted to carry over to the next calendar year a maximum of sixty (60) unused vacation hours. No more than sixty (60) unused vacation hours may be carried over to the next calendar year.

Section 5. Buy Back Options: In addition to Section 4, each eligible police officer may request, in writing by December 15th, one or a combination of the following:

- a. The Commission to buy back vacation up to a maximum of forty eight (48) hours at the current base hourly rate, in each calendar year.
- b. The Commission to direct reimbursement toward a 457b, up to a maximum of forty eight (48) hours at the current base hourly rate.
- c. This will be paid or directed on or before the second Friday in January.

ARTICLE 12 - PERSONAL LEAVE

- Section 1.** Each full-time police officer shall be credited with sixty hours (60) in each calendar year of paid leave for personal reasons or emergencies, which may be used in one hour increments.
- Section 2.** Personal leave hours shall not be considered as compensable hours for the purpose of computing overtime.
- Section 3.** Personal leave hours may not be carried over from year to year and must be used within the calendar year.

ARTICLE 13 - FUNERAL LEAVE

- Section 1.** For the death of a mother, father, mother-in-law, father-in-law, sister, brother, husband, wife, domestic partner, or child, a police officer shall receive time off with full pay from the date of death until the date of the funeral, plus one (1) calendar day.
- Section 2.** For the death of any other relative not listed, a police officer shall receive time off with full pay for the date of the funeral if the Police officer was scheduled to work that day
- Section 3.** Days allotted need not be used consecutively, but in no event will funeral leave exceed five (5) calendar days without consent of the Commission.
- Section 4.** When a police officer has previously scheduled vacation or personal days and those days occur at a time when the police officer would otherwise be eligible for funeral leave under this article, the police officer's time off from work will be charged to funeral leave and the previously scheduled vacation or personal days shall be credited back to the police officer.

ARTICLE 14 - JURY DUTY

Section 1. Any police officer called to jury duty shall be entitled to a leave of absence. Any full-time police officer called to jury duty during their scheduled tour of duty shall notify the department immediately, and will then be eligible to receive their base hourly rate of pay for all hours in jury service. Police officers must present evidence of jury service. Police officers will remit to the Commission all jury pay and expenses received. Jury service hours shall not be compensable hours for the purpose of computing overtime.

ARTICLE 15 - MILITARY LEAVE

- Section 1.** Police officers who are members of a reserve component of the U.S. Armed Forces or National Guard are entitled to leave of absence for all periods of required military service. Police officers are required to notify the department as soon as possible after receiving service orders.
- Section 2.** Eligible full-time police officers will receive pay for up to two (2) calendar weeks at their regular base hourly pay rate for each period of required military services; such military leave pay will be only for those normally scheduled hours which the police officer would have worked had they not been on military leave; and, shall be paid without regard to any payment received by the military.
- Section 3.** Military leave pay shall not be considered as compensable hours for the purpose of computing overtime.

ARTICLE 16 - UNIFORMS / EQUIPMENT

Section 1. Each full time police officer, upon hire, shall be issued the following:

- | | |
|--|--|
| (4) Long Sleeve Shirts* | (1) Duty belt |
| (4) Short Sleeve Shirts* | (1) Under belt: Velcro or buckle |
| (4) Trousers* | (4) Belt keepers |
| (2) Ties | (1) Pistol holster: Level 2 or greater |
| (1) Double magazine holder | (2) Handcuff cases |
| (2) Name Tags | (2) Handcuffs |
| (1) Flashlight holder | (1) Radio Holster |
| (1) Body armor | (1) Medical glove pouch |
| (2) Departmental badges | (1) Hat and hat cover |
| (1) <i>Shirt badge</i> | |
| (1) <i>Wallet badge w/ wallet or ID case</i> | |
| (1) Winter-style coat | (1) Departmental service weapon |
| (1) Spring-style coat | (3) Service weapon magazines |
| (1) Reversible raincoat | (1) Electronic Control Device holster |

* *Shirts and pants shall be the color and style of the current uniform as approved by the Chief of Police.*

- a. In addition to the items in Section 1, above, police officers may also choose to carry as part of their uniform certain appendages as approved by the Chief of Police and with certification, including but not limited to:
 1. Pepper spray
 2. Pepper spray case
 3. Baton (straight, expandable)
 4. Baton holder
 5. ANY other equipment as directed
- b. Additional uniforms and equipment which may be in the police departments inventory may be issued as required by the Commission for the performance of the police officer's duties.
- c. Body armor shall be replaced every five (5) years, or in accordance with NIJ Guidelines, at the expense of the Commission.

Section 2. If the police officer elects to use equipment other than that which is provided by the Commission, they may only do so with the request and approval of the Chief of Police and at the police officer's own expense or through use of their uniform/equipment allowance.

Section 3. Clothing and equipment replacements shall be obtained only from suppliers approved by the department. There shall be established, the procedures to be used by police officers for the replacement of uniforms and equipment. In the event that a police officer is authorized for special duty and therefore required to wear a special uniform (i.e....bike patrol, SRT), the police officer shall receive these special uniforms in addition to their normal uniform allocations.

Section 4. Uniform/Equipment Allowance

- a. The Commission will provide a footwear allowance of three hundred fifty dollars (\$350.00) per year per Police Officer payable on or before January 31 of each year. The Commission will provide at its expense all uniforms and equipment required by Police Officers in the performance of their duties, and shall provide the detectives with a clothing allowance of One Hundred Fifty Dollars (\$150.00) per quarter year to be paid on a quarterly basis. The clothing allowance must be spent on clothing suitable for the Police Officer's respective position, or returned to the Commission.
- b. The Commission will launder one hundred ten (110) clothing units per year per Police Officer. The laundering shall be under the control of the Chief of Police. If a Police Officer is required to appear in civilian clothes, those civilian clothes will be considered as one (1) clothing unit for laundering purposes only.
The definition of one (1) clothing unit shall consist of one (1) of the following:
 1. Winter Uniform: two (2) shirts, tie, trousers
 2. Summer Uniform: two (2) shirts, tie, trousers
 3. Coat
 4. Civilian Clothes: two piece or three piece sports outfit or suit (jacket, vest, trousers)
- c. In the event a Police Officer desires not to have the Commission do the uniform laundering, such Police Officer shall receive One Hundred Seventy-Five Dollars (\$175.00) per year payable on or before November 30 of each year.
- d. Damaged uniforms and equipment will be replaced at the Department's expense provided an incident report is first submitted and an inspection conducted by the Chief or his designee. Should it be determined that any uniform or equipment was damaged through the fault of a police officer, that officer shall be required to compensate the Department for the replacement.

ARTICLE 17 - HOSPITAL AND MEDICAL INSURANCE

Section 1. CBRPD Health Plan: the Commission shall continue to offer the current hospital and medical insurance plans as follows:

- a. The Commission will purchase hospitalization, prescription, vision, medical, long-term disability, and dental insurance for each Police Officer. All coverage will include Police Officer's and their dependents, except long-term disability which will cover the Police Officer only. The specific carrier of hospitalization, prescription, vision, medical, long-term disability and dental insurances shall be selected by the Commission.
- b. Each Police Officer shall pay the health and prescription insurance co-pays set forth in Exhibit "A" hereto, which is incorporated herein by reference.
- c. Each Police Officer will contribute one percent (1%) of each Police Officer's monthly 2014 health and prescription insurance premium for each year that health and prescription insurance is provided. The monthly premium cost contribution will be withheld from the Police Officer's pay in equal bi-weekly amounts. The twelve (12) months of premium cost share will be equally apportioned among payroll checks. The Commission shall make available to Police Officers a Section 125 Plan for the premium cost contributions to be made as a pretax deduction.

Section 2. Former Chalfont Borough Health Plan: the Commission shall continue to offer the current hospital and medical insurance plans as follows:

- a. **Medical, Surgical & Hospital Insurance:** The Commission shall provide a policy or policies of insurance for medical, surgical and hospital care for all full-time police officers and their dependents, the same or better than the existing coverage, which is DVHT plan PPO 20. (ATTACHED: EXHIBIT "A")
- b. **Dental Insurance:** The Commission shall provide a policy or policies of insurance for dental care for all full-time police officers and their dependents, the same or better than the existing coverage, which is DVHT plan PPO / Delta.
- c. **Vision Insurance:** The Commission shall provide, a policy or policies of insurance vision care for all full-time police officers and their dependents, the same or better than the existing coverage, which is DVHT plan PPO.

- d. **Officer Contributions:** All police officers shall contribute one percent (1%) to the premium cost of the Medical, Dental and Vision Insurance. The cost shall be evenly distributed among the police officer's bi-weekly paychecks and shall not exceed fifteen dollars (\$15.00) per month for Single Officer Coverage, twenty-two dollars (\$22.00) per month for Parent/Child coverage, twenty-five dollars (\$25.00) per month for Couple coverage, or forty dollars (\$40.00) per month for Family coverage.

Section 3. All full-time police officers employed by the newly formed Central Bucks Regional Police Department on or after the date of this Agreement will have the option of choosing health and medical insurance coverage from either Section 1 or Section 2 as described above. (ATTACHED: EXHIBIT "B")

- a. Officers may only change between plans during the qualifying open enrollment period or when a qualifying event occurs.

Section 4. Officer "Opt-out" Provision

- a. In the event that a police officer waives coverage under this Section, and provides proof of medical coverage elsewhere, the police officer shall be reimbursed fifty (50%) percent of the cost of the premium the Commission would have paid had the police officer elected eligible coverage by the Commission's plan of benefits.
- b. The reimbursement shall be spread equally over the course of the year and paid through the police officer's regular paycheck.
- c. The police officer may re-enter the Commission's plan on a voluntary basis only during the period of open enrollment each year or in any situation where a qualifying event has occurred triggering the immediate re-enrollment (i.e. – involuntary loss of coverage, change in marital status, change in family composition). A police officer will not be assessed a penalty for entry or exit from the Commission's plan.

Section 5. Retirement Health Savings Account

- a. The Commission will provide post-retirement medical benefits under a Retirement Health Savings (RHS) account. The Commission will contribute annually, commencing in 2003, to the RHS the amount of One Thousand Six-hundred Dollars (\$1,600) for each Police Officer. The money contributed to the RHS for each Police Officer may be used after retirement for eligible medical expenses as provided by Section 213 of the Internal Revenue Code. The selection of the Plan Administrator and the adoption of the RHS Plan Document shall be the exclusive right of the Commission.

ARTICLE 18 - LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

Section 1. The Commission will provide each full-time police officer with one hundred and twenty five thousand dollar (\$125,000.00) group term life insurance policy coverage, including double indemnity for accidental death. The police officer will have the right to name the beneficiary of the policy.

If a police officer leaves his/her employment with the department the Commission will terminate this policy.

Section 2. In addition to the life insurance benefit, in the event of a death of a police officer while in the course and scope of employment, the Commission shall pay to the police officer's estate; two (2) weeks salary, any accrued or deferred compensation including, but not limited to, 100% of unused sick time, accrued sick time, unused personal time, unused vacation, and accrued compensatory time and any other applicable payments mandated by law.

(ATTACHED – EXHIBIT "C")

ARTICLE 19 - DISABILITY COVERAGE / LEAVE OF ABSENCE

Section 1. Work Related Injuries or Illness: The full rate of a Police Officer's salary will be paid in accordance with the Heart and Lung Act of 1935 only if a work-related injury or illness, that is suffered while performing an official duty as defined by the Heart and Lung Act of 1935, is temporary in nature. This pay will be free from Federal and State income taxes. Worker's compensation benefits received while collecting pay under the Heart and Lung Act will be assigned to the Commission. All other aspects of the Heart and Lung Act will also apply.

Section 2. Non-work Related Injuries or Illness: In addition to providing for work related disability claims through worker's compensation coverage, as provided by state law, the Commission agrees to continue to provide coverage for all non-probationary full-time police officers for non- work related injuries or illness.

a. Short Term Disability Insurance:

1. Police officers are required to use accumulated sick time for any non-work related illness. If accumulated sick time is exhausted prior to the 90th calendar day after the injury or illness, the Commission will continue to pay the Police Officer 2/3 of the Police Officer's base salary to the 90th day, at which time the Police Officer will apply for long term disability through the Commissions insurance carrier.
2. Upon return from any uncompensated leave of absence that carries from one year to the next, a police officer's vacation and sick leave shall not be credited until the officer returns from leave. Once the officer returns from leave, sick and vacation time will be prorated from January 1 of the calendar year on a quarterly basis.

b. Long Term Disability Insurance: The Commission shall provide long-term disability coverage for all full time police officers. A 90day waiting period shall apply for this benefit and shall pay a benefit of sixty percent (60%) of monthly salary.

(ATTACHED – EXHIBIT "D")

ARTICLE 20 - TRAINING

- Section 1.** The parties acknowledge that police officers have been and will be assigned to receive job related training. The Commission agrees that when a police officer is assigned to training, the hours spent in training will be considered compensable hours for the calculation of overtime.
- Section 2.** The Commission shall provide all required training for each police officer to maintain mandatory certifications (MPOETC). MPOETC training will be a Day for a Day.
- a. In addition to mandated training, in order to enhance the level of service offered to our residents and the Commission, additional training time and reimbursement for certain training related expenses shall be paid by the Commission for authorized schools, approved by the Chief of Police. The police officer shall be reimbursed mileage at the current IRS reimbursement rate if the police officer uses their personal vehicle for travel.
 - b. In no case shall any training allowance or mileage reimbursement funds be used for any spouse, for alcoholic beverages, entertainment or similar activities. The President of the Association, or their designee, will have time off with pay as reasonably necessary for arbitration and contract negotiations between the Association and the Commission, or to handle and process grievances or other disciplinary matters.
 - c. Up to one duly elected or appointed representative of the Association will be permitted to attend one State FOP and/or National FOP conference per year with pay of eight (8) hours per day at current hourly rate.
 - d. The police employee will also be reimbursed for meals and tolls. If overnight attendance is required, accommodations will be arranged and paid for by the Commission.

ARTICLE 21 - EDUCATION AND TUITION ASSISTANCE

- Section 1.** It is the Commission's intent to assist Police Officers who wish to continue their education to increase their skill proficiency for their current job and/or acquire new knowledge and skills which will prepare them for other assignments. This assistance covers individual courses, or full degree programs that are offered by schools which have been approved/accredited by state, regional or national agencies.
- Section 2.** Police Officers should discuss the proposed course with their immediate supervisor to determine relevancy.
- Section 3.** If the Commission approves the course, it will reimburse the Police Officer for the full cost of tuition so long as the Police Officer (1) retains and submits all receipts for the cost of the course and (2) receives a grade of "C" (or its numerical equivalent) or better for "graded" courses, or provides evidence of successful completion of "non-graded" courses. The Commission will reimburse Police Officers up to Three Thousand Dollars (\$3,000.00) per year for education and tuition assistance under this Section 3, which shall include book purchases.
- Section 4.** Approval of a Police Officer's application is discretionary. The availability of funds, the Police Officer's previous academic records, job performance, aptitude and relevance to the job are some, but not all, of the factors that will be taken into account by the Commission in determining whether to approve a Police Officer's request for education and tuition assistance.

ARTICLE 22 - PENSION PLAN

- Section 1.** Police Officers are covered under the Act of May 29, 1956, P.L. 1984, as amended (53 P.S. 761, *et seq.*) of the General Assembly of Pennsylvania and enacted by the Borough of Doylestown by the Ordinance of March 17, 1958, as amended, and by the Borough of New Britain by Ordinance #256 of December 8, 1992, as amended, and in the Chalfont Borough Resolution 90-22 adopted December 18, 1990, as amended.
- Section 2.** The Commission shall provide vesting in the pension plan after twelve (12) years of continuous service.
- Section 3.** The Commission has established, as set forth in the January 1, 2007 - December 31, 2010 Doylestown Borough collective bargaining agreement, a zero (0%) percent social security offset for members of the police pension plan. The Commission shall maintain the zero percent offset.
- Section 4.** **Killed in the Line of Duty Pension Benefit:** A killed in the line of duty benefit shall be provided by the Commonwealth of Pennsylvania, in accordance with Act 51 of 2009. As a survivor, the benefits payable to a surviving spouse shall begin on the first day of the month on or after the date of the police officer's death and shall continue until the date of the surviving spouse's death. The benefits payable to an Eligible Child shall begin on the first day of the month on or after the date of the police officer's death, or upon the death of the police officer's surviving spouse, and shall continue until all children are no longer eligible. An "Eligible Child" under this Article 22, Section 4, shall mean a child who is either under the age of eighteen (18) years, or is between the age of eighteen (18) years and twenty-three (23) years, inclusive, who is attending college as defined by Act 30 of 2002.
- Section 5.** The Parties agree to negotiate Police Pension Plan benefits for the purpose of improving benefits should the Plan Actuary's study determine that such is sound practice after each actuarial study during the duration of this Agreement. A police officer(s) shall be appointed to the Police Pension Review Committee by the Association. Said Officer(s) shall be a voting member of the committee.

- Section 6.** All police officers shall contribute to the Police Pension Plan up to the maximum amount permitted by Act 600, 53 P.S. 767, *et seq.* However, if the Plan Actuary determines that some lesser amount is sufficient to maintain the actuarial soundness of the Plan, then the lesser amount of Police officer contributions, reduced down to zero, shall be directed by the Commission at its last regularly scheduled meeting in December of the preceding year. The Act 205 monies received from the State which are attributable to the police officers shall be paid into the Police Pension Fund.
- Section 7.** A police officer may retire from active police service after he or she has completed twenty-five (25) years of service and has attained the age of fifty (50) years.
- Section 8.** **Length of Service Increments:** Effective April 1, 1999, a service increment of Five Hundred Dollars (\$500.00) per month increase in a retiring police officer's monthly pension benefit shall be provided to police officers who retire and have completed twenty-six (26) or more years of full time service. Such length of service increments shall be paid in addition to other pension amounts payable hereunder.
- Section 9.** **Service Connected Disability Benefit:** Any member of the police force who suffers a permanent injury incurred in service shall receive a pension calculated at a rate of 50 per centum of the member's salary at the time the disability was incurred, providing that any member who receives benefits for the same injuries under the Social Security Act (49 Stat. 620, 42 U.S.C. 301 *et seq.*) shall have his or her disability benefit offset or reduced by the amount of such benefit.
- a. There shall be no off-set for worker's compensation benefit payments. However, the benefits received pursuant to this Article 22, Section 9, combined with worker's compensation payments, shall not exceed seventy-five percent (75%) of a permanently disabled police officer's final average salary. To the extent the combination of service-connected disability benefits (pursuant to this Section) and worker's compensation benefits payments exceeds seventy-five percent (75%) of the police officers final average salary, the service-connected disability pension benefit shall be reduced to achieve the cap level of seventy-five percent (75%) of the police officer's final average salary.

Section 10. Early Retirement Benefit

- a. As permitted by Act 24 of 1998, effective June 1, 1999, any police officer who has completed twenty (20) years of service, regardless of age, shall be eligible to retire with all benefits payable to retired Police officers in the same manner and subject to the same conditions as if such police officer's retirement were a "regular" (age and service/superannuation) retirement.
- b. The "early retirement" or partial superannuation retirement benefit shall be determined by applying the percentage that the police officer's years of service bear to the years of service that the police officer would have rendered had the police officer continued to be employed until his superannuation retirement date to the gross pension amount calculated using the average monthly salary during the appropriate period prior to the police officer's termination of employment.

The actuarial equivalent of the partial superannuation retirement benefit shall be determined by actuarially reducing the partial superannuation retirement benefit to reflect that it will commence on the effective date of the early retirement rather than on the date on which the police officer would have completed superannuation age and service requirements.

Section 11. Non-intervening Military Leave Buyback

- a. In order to satisfy the service requirements for a normal pension under Section 7 of this Article 22 the service requirements for a vested benefit under Section 2 of this Article 22 or the service requirements for early retirement under Section 10 of this Article 22, a police officer may purchase service credit for military service rendered prior to becoming employed with the Department. Specifically, a police officer who was not employed by the Department prior to such military service may purchase full service credit for each year of military service or fraction thereof, not to exceed five (5) years.
- b. Military service shall only be credited as pension service upon the police officer making the appropriate payment to the pension fund. The amount due for the purchase of credit for military service under this Section 11. shall be computed by applying the average normal cost rate for the Commission's police pension plan as certified by the Public Employee Retirement Commission, but not to exceed ten per centum (10%), to the police officer's average annual rate of compensation over the first three (3) years of service to the Department and multiplying the result by the number of years and fractional part of a year of creditable non-intervening military service being purchased, together with interest at the rate of four and three-quarters per centum (4-3/4%) per annum compounded annually from the date of initial entry into the Department to the date of payment.

- c. No police officer shall be eligible to receive service credit for military service as provided under this Section 11 if he or she is entitled to receive, eligible to receive now or in the future, or is receiving retirement benefits for such service under a retirement system administered and wholly or partially paid for by any other governmental agency with the exception of a police officer eligible to receive or receiving military retirement pay earned by a combination of active duty and non-active duty with a reserve or national guard component of the armed forces which retirement pay is payable only upon the attainment of a specified age and period of service under 10 U.S.C. Ch. 67 (relating to retired pay for non-regular service).

(ATTACHED – EXHIBIT “E”: CHALFONT BOROUGH)

(ATTACHED – EXHIBIT “F”: CENTRAL BUCKS REGIONAL)

ARTICLE 23 - DEFERRED RETIREMENT OPTION PROGRAM (D.R.O.P.)

Section 1. Eligibility: Members of the Central Bucks Regional Police Department who have not retired prior to the implementation of the DROP program, may enter into DROP on the first day of any month following completion of twenty-five (25) years of credited service and attaining the age of fifty (50), for a maximum period of sixty (60) months.

Section 2. Written Election

- a. A member of the Police department electing to participate in the DROP must submit a letter of intent, which shall evidence the member's participation in the DROP. The letter must be signed by the member and submitted to the Commission no less than sixty (60) days prior to the date on which the member wishes the DROP to be effective. The DROP option notice shall include an irrevocable notice to the Commission, by the member, that the member shall resign from employment with the police department effective on a specific date (the "resignation date"). In no event shall the resignation date be longer than sixty (60) months from the execution of the DROP option form. An officer shall cease to work as a Police officer on the officer's resignation date, unless the Commission terminates or honorably discharges the officer prior to the resignation date.
- b. In addition, all retirement documents required by the Police Pension Board Administrator must be filed and presented to the Commission for acceptance and approval of retirement and payment of pension. Once a retirement application has been approved by the Commission, it is irrevocable.

Section 3. Limitation on Pension Accrual

- a. Funds deposited in DROP account earn same rate of return as Police Pension Fund.
- b. After the effective date of the DROP option, the member shall no longer earn or accrue additional years of continuous service for the pension purposes.

Section 4. Benefit Calculation: For all Police Pension Plan purposes, continuous service of a member participating in the DROP shall remain as it existed on the effective date of commencement of participation in the DROP. Service thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Commission Police Pension Plan. The average applicable compensation of the member for pension calculation purposes shall remain, as it existed on the effective date of commencement of participation in the DROP. Earnings and increases in earnings thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Pension Plan.

The pension benefit payable to the members shall increase only as a result of Cost of Living Adjustments in effect on the effective date of the member's participation in the DROP or by applicable Cost of Living Adjustments granted thereafter.

Section 5. Payments to the DROP Account: The monthly retirement benefits that would have been payable had the member elected to cease employment and receive a normal retirement benefit, shall, upon the member commencing participation in DROP, be paid into the separate account established to receive the participant's monthly pension payments. The account shall be designated as the DROP account.

Section 6. Continuation of Non-Pension Benefits

- a. After an officer elects to participate in the DROP program, all other contractual benefits shall continue to accrue with the exception of those provisions relating to the Police Pension Plan and the buyback of accrued, but unused, sick or vacation time. Prior to participating in the DROP program, an officer may request payment for any accrued but unused sick or vacation time which the Commission would be obligated to buyback from the officer upon retirement. An officer may utilize leave time during DROP period, but the Commission shall not be required to buyback any such unused leave time at the end of the DROP period.
- b. All other aspects of employment remain the same as for police officers not entered in the DROP.
- c. No police officer shall make pension contributions during DROP period.
- d. Police officers enrolled in the DROP as of December 31, 2015 shall remain police officers of the Department for the remainder of the DROP period, subject to the Commission's right to dismiss the police officer for cause or for any other reason stated in this Agreement.

Section 7. Payout

- a. Upon the termination date set forth in the member's DROP option notice or such date as the Commission separates the member from employment, the retirement benefits payable to the member or the member's beneficiary, if applicable, shall be paid to the member or beneficiary and shall no longer be paid to the member's DROP account.

Within thirty (30) days following termination of a member's employment pursuant to their participating in the DROP program, the balance in the member's DROP account shall be paid to the member in a single lump-sum payment or at the member's option, in any fashion permitted by law.

- b. As a condition of participation in DROP, the officer acknowledges that the Commission plays no role nor has any responsibility in advising the officer regarding the appropriate payout vehicle. Accordingly, any officer participating in DROP assumes all financial consequences for his/her participation in DROP, including, but not limited to, the manner in which a permitted payout from the DROP account is made. The participating officer agrees to hold the Commission harmless for any tax consequences which flow directly or indirectly from the officer's participation in DROP.

Section 8. Disability during DROP: If a member becomes temporarily disabled during his participation in DROP, any such time lost due to disability shall be counted towards the member's resignation date. Upon return to duty, membership in DROP shall continue with the remaining time left prior to the member's resignation date. If eligible, the member shall receive disability pay in the same amount as disabled Police officers that are not participating in DROP. In no event shall a member on temporary disability have the ability to draw from his DROP account. However, notwithstanding any other provision in this paragraph, if an officer is disabled and has not returned to work as of the date of his required resignation, then such resignation shall take precedence over all other provisions herein and said officer shall be required to resign.

Nothing contained in this Plan shall be construed as conferring any legal rights upon any police officer or other person to the continuation of employment nor shall participation in the DROP program supersede or limit in any way the right of the Commission to honorably discharge a police officer based upon an inability to perform his or her full duties as a police officer.

Section 9. Death: If a DROP member dies before the DROP account balances are paid, the participant member's legal beneficiary shall have the same rights as the member to withdraw the account balance. If the death of a DROP member is in the performance of duties so as to trigger the killed-in-service benefit afforded under Act 51. In addition, the killed-in-service benefit shall be paid as set forth in Act 51.

Section 10. Forfeiture of Benefits: Notwithstanding an officer's participation in the DROP Plan, an officer who is convicted or pleads guilty to engaging in criminal misconduct which constitutes a "crime related to public office or public employment", as that phrase is defined in Pennsylvania's Pension Forfeiture Act, 43 P.S. 1311-1314, shall forfeit his right to receive a pension, including any amounts currently deposited in the DROP account. In such a case, the member shall only be entitled to receive the contributions, if any, made by the member to the plan, without interest.

Section 11. Account Manager

- a. The Commission and the Association will mutually agree upon an investment manager to administer the DROP accounts. The Commission and the Association further agree that the Commission shall not be responsible for any investment loss incurred in the plan or any/all DROP accounts, or for the failure of an investment or investments to earn a specific or expected return or to earn as much as any other opportunity, whether or not such other investment opportunity was offered or available to participants in the plan.
- b. As a condition of participation in the DROP program, participating officers agree to hold the Commission harmless for any financial loss incurred as the result of any aspect of DROP participation, including the initial decision to enter DROP.

Section 12. Cost of Management for DROP Program: The Association and the Commission agree that any costs or fees associated with the management of the DROP accounts shall be paid directly from the Police Pension Plan and not by the Commission.

(ATTACHED – EXHIBIT “F”)

ARTICLE 24 - DEFERRED COMPENSATION PLAN (457 B)

Section 1. The Commission shall provide for a payroll deduction to 457b in addition to the pension provisions of Article 22.

Section 2. The Commission shall make deferred compensation payment to each police officer's plan, in the amount of one thousand dollars (\$1,000.00) total. There will be no further compensation beyond the one thousand dollar total. The payments shall follow the steps listed:

Commencing 1 year of employment: Two hundred dollars (\$200.00)

Commencing 3 years of employment: Three hundred dollars (\$300.00)

Commencing 5 years of employment: Five hundred dollars (\$500.00)

Section 3. The Commission agrees to deduct monies from the pay of those police officers who individually request in writing that such deduction be made toward 457b.

ARTICLE 25 - LONGEVITY

Section 1: In addition to salary, Police Officers shall receive a longevity payment not to exceed \$3,775 in any calendar year according to the following schedule:

3rd Anniversary \$ 400	10th Anniversary \$ 1275	17th Anniversary \$ 2150	24th Anniversary \$ 3025
4th Anniversary \$ 525	11th Anniversary \$ 1400	18th Anniversary \$ 2275	25th Anniversary \$ 3150
5th Anniversary \$ 650	12th Anniversary \$ 1525	19th Anniversary \$ 2400	26th Anniversary \$ 3275
6th Anniversary \$ 775	13th Anniversary \$ 1650	20th Anniversary \$ 2525	27th Anniversary \$ 3400
7th Anniversary \$ 900	14th Anniversary \$ 1775	21th Anniversary \$ 2650	28th Anniversary \$ 3525
8th Anniversary \$ 1025	15th Anniversary \$1900	22nd Anniversary \$ 2775	29th Anniversary \$ 3650
9th Anniversary \$ 1150	16th Anniversary \$ 2025	23rd Anniversary \$ 2900	30th Anniversary \$ 3775

ARTICLE 26 - DUES DEDUCTION

- Section 1.** The Commission agrees to deduct periodic membership dues from the pay of those police officers who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the Commission by the Association and the aggregate deductions of all police officers shall be remitted, together with an itemized statement, to the Association by the last day of each month for the dues received during the preceding month.
- Section 2.** The authorization to deduct dues shall be irrevocable during the term of this agreement.
- Section 3.** The Association and the police officers agree to indemnify, defend and hold the Commission harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Commission in compliance with the provisions of this article.

ARTICLE 27 - PERSONAL PROPERTY

Section 1. If a police officer's personal property, such as glasses, phone, etc..., are damaged in the line of duty, and the damage is verified and substantiated, then and in that event, the Commission will reimburse the police officer for the amount of the repair bill or the fair value of the damaged personal property if it cannot be repaired, and said police officer does not have personal insurance for same, or claim is rejected by personal insurance carrier. The Commission shall agree to pay for such loss within thirty (30) days, in anticipation of insurance reimbursement for all appropriate claims. No cost shall exceed two hundred dollars (\$200.00) per item.

Section 2. "Life Lock" Policy

- a. The Commission shall reimburse each police officer up to one-hundred dollars (\$100.00) annually for the purchase of a personal insurance policy for each police officer, indemnifying the Officer for the loss of private personal or financial information up to one million dollars (\$1,000,000.00). Reimbursement will be made in a regular paycheck, once a receipt for the policy is submitted to the Commission.
- b. Each police officer may add coverage for a spouse at their own expense.

ARTICLE 28 - PARKING

Section 1. The Commission will provide off-street parking for all Police Officers in the Doylestown Borough Hall parking lot at 57 West Court Street, Doylestown, PA. The upper lot at Doylestown Borough Hall will be reserved for police officers only. Signage will indicate tow away zone: reserved. This area will be monitored by video surveillance.

ARTICLE 29 - GRIEVANCE PROCEDURE

Section 1. Procedure:

- a. A grievance shall be defined as any dispute concerning the proper interpretation or application of any of the terms of this Agreement.
- b. Any grievance arising between the Commission and the Association or between the Commission and a Police Officer shall be taken up in accordance with the following procedure:

Step One: The Police Officer, Police Officers, or Association will submit the grievance to the Chief of Police within fifteen (15) business days [six (6) months in the case of schedule grievances] of its occurrence or reasonable knowledge thereof. The Chief of Police shall render a response, in writing, within fifteen (15) business days after the filing of the grievance.

Step Two: In the event the matter is not settled by the Chief of Police in Step One, the grievance shall be presented by the Association, in writing, to the Commission within seven (7) business days of the date of the response of the Chief of Police. The Commission shall render its decision in writing within seven (7) business days after submission of the grievance.

Step Three: A grievance which has not been resolved at Step One or Step Two may, within twenty (20) days after completion of Step Two of the Grievance Procedure, be referred to arbitration only by the Association, by giving written notice to the Commission. An arbitrator shall be selected in accordance with the Labor Arbitration Rules of the American Arbitration Association.

- c. The fees and expenses of the arbitrator and the fees of the American Arbitration Association shall be borne equally by the parties.
- d. The award of an arbitrator hereunder shall be final, conclusive, and binding upon the Commission, the Association, and the Police Officer(s).
- e. The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section 17.1 of the Grievance Procedure Provision, and the arbitrator shall have no power to add to, subtract from, or modify in any way, any of the terms of this Agreement or to issue an award inconsistent with any applicable law. In no event shall retroactivity be granted beyond the date that the grievance was filed.

- f. Failure to submit a grievance to arbitration by filing of a demand for arbitration within the time limits specified in Step Three of this Article 29 shall render the grievance not subject to arbitration.
- g. Failure by the Commission to meet any of the deadlines set forth in Section b above will result in a deemed denial of the grievance by the Commission.

ARTICLE 30 - MANAGEMENT RIGHTS

- Section 1.** It is understood and agreed that the Commission in its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations, including the direction of the workforce and the right to plan, direct, and control the operation of all equipment and other property of the Commission, except as modified by this agreement.
- Section 2.** Matters of inherent managerial policy are reserved exclusively to the Commission. These shall include, but not be limited to, such areas of discretion as policy, the functions and programs of the police department, standards of service, and its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel.
- Section 3.** The Commission shall have the right to promulgate working rules and regulations as well as standard operating procedures to be followed by police officers. The Commission agrees to publish, post, and / or and make available to the police officers such rules, regulations and operating procedures, and upon written request, to meet and discuss the implementation of such standards with the Association.
- Section 4.** **Physical Examinations:** The Commission may, by written notice, require that any Police Officer shall submit to a physical examination performed by a mutually agreed upon independent medical doctor. Reports of such examination will include ability to perform the police officer's duties, and whether the police officer is medically able to return to work and/or requires a second opinion for life insurance purposes. The evaluation of the independent medical doctor shall be final and binding.
- Section 5.** The listing of specific rights in this article is not intended to be nor should be considered restrictive, or a waiver, of any of the management rights not listed and not specifically surrendered herein, whether or not such rights have been exercised by the Commission in the past.

ARTICLE 31 - NO STRIKE / NO LOCK OUT

- Section 1.** It is mutually agreed that there shall be no strike or interference with the work of the police department on the part of the Association, nor shall there be any lockout of police officers on the part of the Commission during the period of this agreement.
- Section 2.** The right to discipline, suspend, demote or discharge any Officer who violates the provisions of Section 1 of this article shall be reserved to the Commission, as provided by the Laws of the Commonwealth of Pennsylvania and the Borough Code.

ARTICLE 32 - LIABILITY / FALSE ARREST

Section 1. The Commission will provide general liability and law enforcement liability insurance or group self-insurance to cover claims against the Commission or its officials, officers or employees alleging bodily injury, property damage, false arrest, violation of civil rights or other injuries arising from the Commission's law enforcement activities.

ARTICLE 33 - ASSOCIATION BULLETIN BOARD

- Section 1.** The Commission agrees to allow the Association to establish and maintain its own bulletin board within the police department. It is agreed that any notice or information that the Association deems reasonable and appropriate for communicating to members of the Association will be posted on this official bulletin board.
- Section 2.** It is further agreed that only the Association President or their designee, may post or remove information on or from this bulletin board.

ARTICLE 34 - WAIVERS

Section 1. The Commission and the Association acknowledge that this agreement represents the results of full discussions between the parties and constitutes the entire agreement between the parties for the term of the agreement; each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue or thing, whether specifically covered herein or wholly omitted here from, irrespective of whether said subject was mentioned or discussed during the discussions preceding the execution of this agreement, except as otherwise expressly provided in this agreement.

ARTICLE 35 - CONSTRUCTION

Section 1. The Commission and the Association agree that this agreement shall be interpreted and construed in a manner neither in violation of, nor in conflict with any provision of the Pennsylvania Constitution or any statute enacted into law by the General Assembly of the Commonwealth of Pennsylvania.

ARTICLE 36 - DISSOLUTION OF THE DEPARTMENT

Section 1. In the event of the dissolution of the Central Bucks Regional Police Department or the withdrawal of any of its members (Chalfont Borough, Doylestown Borough or New Britain Borough), all Police Officers who were previously employed by a member shall return to employment as Police Officers of that member, with all inherent rights and benefits as previously codified under the applicable statutes of the Commonwealth of Pennsylvania, the United States, and the ordinances of the respective Municipalities.

The Police Officers shall return to the municipalities, with all rights in any collective bargaining agreements between the Commission and the Association at the time of dissolution or withdraw preserved.

ARTICLE 37 - SEPARABILITY

Section 1. In the event that any provision of this agreement is found, by an administrative agency or court of competent jurisdiction, to be inconsistent with the Pennsylvania Constitution, or with existing or future statutes or court decisions, the provisions of the Constitution, statutes or court decisions shall prevail; provided, however, that if any provision of this agreement is found invalid or unenforceable, that all other provisions shall remain in full force and effect; and provided further, that the parties agree to meet and discuss the impact of any provision found invalid, and to negotiate a reasonable alternative in keeping with the spirit and intentions of this agreement.

ARTICLE 38 - PAST PRACTICES

Section 1. No established past practice of Doylestown Borough and the Central Bucks Regional Police Department, as defined below, may be modified or eliminated during the term of this agreement, except by mutual agreement of the Commission and the Association.

Section 2. An established past practice shall mean one which:

- a. provides a tangible benefit to police officers;
- b. has been consistent, continued and uniformly applied; and
- c. is either evidenced in writing or can be proven by clear and convincing evidence.

ARTICLE 39 - SAFETY

- Section 1.** The Commission acknowledges its obligations under State and Federal law to furnish its police officers with conditions of employment which, under the circumstances, are, to the extent of the Commission's ability to control, reasonably free from recognized hazards which are likely to cause harm to the officers' health and safety.
- Section 2.** The Association and each police officer recognize their responsibility to immediately and fully report any and all illnesses and injuries sustained by any police officer while in the course and scope of employment with the Commission; as well as to advise the Chief of Police of any condition of employment which may threaten any officer's health or safety.

ARTICLE 40- BILL OF RIGHTS

SECTION 1: The Commission agrees to use its best efforts, consistent with State and Federal Law, and unless otherwise directed by appropriate legal authority, including, but not limited to, the County District Attorney, the State Attorney General, or order of State or Federal Court of competent jurisdiction, to grant the Department's Police Officers the following rights:

- a. When an anonymous complaint is made against a Police Officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.
- b. When any citizen complaint is filed greater than six (6) months after the date of the alleged event complained of which, if true, could not lead to a criminal charge, the complaint shall be classified as unfounded and the accused Police Officer shall not be required to submit a written report, but shall be notified orally or in writing of such claim.
- c. A Police Officer, whether the subject of a citizen complaint or a witness, must be informed of the nature of the interrogation at the outset.
- d. If the interrogated Police Officer makes a statement and a transcript is taken, or mechanical record is made, a copy will be given to the Police Officer upon request and without cost to the Police Officer.
- e. If any Police Officer under interrogation is placed under arrest, or is likely to be placed under arrest as a result of the interrogation, he or she shall be completely informed of all his or her rights under law prior to the interrogation.
- f. At the request of any Police Officer under interrogation, he or she shall have the right to be represented by counsel of his or her choice, and/or an FOP representative who shall be present at all times during the interrogation, which shall be suspended for a reasonable time until representation can be obtained.
- g. Unless agreed to by the Police Officer, the Commission shall not make any public comment on the reason for any disciplinary action brought against the Police Officer.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seal this

_____ day of _____, 2016.

FOR THE ASSOCIATION:

FOR THE COMMISSION:

Paul Kreuter, Central Bucks Regional PA

Mayor David Holewinski, Chairman

Darien M. Derstine, Chalfont Borough PBA

Mayor Ron Strouse, Vice- Chairman

Clifford B. Horn, III, Chalfont Borough PBA

Ed Hilton, Central Bucks Regional PA


Josh Albillar, Chalfont Borough PBA

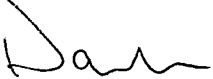
Blake Hamer, Central Bucks Regional PA

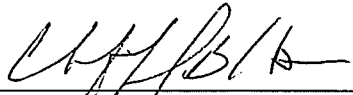
IN WITNESS WHEREOF, the parties hereto have set their respective hands and seal this

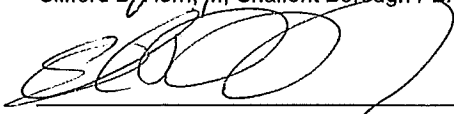
22nd day of February, 2016.


FOR THE ASSOCIATION:

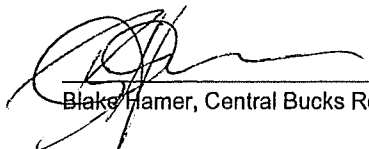

Paul Kreuter, Central Bucks Regional PA


Darien M. Derstine, Chalfont Borough PBA



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Josh Albillar, Chalfont Borough PBA


Blake Hamer, Central Bucks Regional PA

FOR THE COMMISSION:


Mayor David Holewinski, Chairman


Mayor Ron Strouse, Vice- Chairman