

LOWER MAKEFIELD  
TOWNSHIP

POLICE CONTRACT

JANUARY 1, 2014 –  
DECEMBER 31, 2018

## AGREEMENT

AGREEMENT dated this 3rd day of DECEMBER, 2014, by and between the TOWNSHIP OF LOWER MAKEFIELD, Bucks County, Pennsylvania, by its duly elected Board of Supervisors, hereinafter referred to as the "Township," and the police officers of the LOWER MAKEFIELD TOWNSHIP POLICE BENEVOLENT ASSOCIATION, by their duly appointed police Negotiation Committee, hereinafter referred to as "Police."

### WITNESSETH:

WHEREAS, the parties have engaged in collective bargaining pursuant to the laws of the Commonwealth of Pennsylvania; and

WHEREAS, the parties have reached agreement upon the terms and conditions of employment including but not limited to compensation, hours, working conditions, longevity, overtime and other benefits; and

WHEREAS, the parties desire to reduce their agreement to writing for execution and ratification by the respective governing bodies of the parties hereto; and

WHEREAS, the Township retains the exclusive right to manage the affairs of the Township and direct its working forces, and the Township in the exercise of its right, shall observe the provisions of this Agreement.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

### ARTICLE I. - EXISTING BENEFITS

All existing benefits conferred by previous Agreement or custom shall remain and continue in effect except as they are specifically changed by this Agreement or repealed by necessary implications.

## ARTICLE II.

1. For the purposes of this Agreement, a police officer shall be defined as a patrolman, detective, corporal, juvenile officer, sergeant, and detective sergeant only.

### SALARIES

2. Effective January 1, 2014, the following annual base salaries are hereby established:

(a) Effective January 1, 2014, the following annual base salaries shall be paid to Police: (3.5%) wage increase:

<i><b>RANK</b></i>	<i><b>Starting</b></i>	<i><b>6 Months of Service</b></i>	<i><b>1 Year of Service</b></i>	<i><b>2 Years of Service</b></i>	<i><b>3 Years of Service</b></i>	<i><b>4 Years of Service</b></i>
Patrolmen	\$45,990	\$48,505	\$51,021	\$62,048	\$72,620	\$80,908
Detectives, Corporals and Juvenile Officers	\$85,167					
Sergeants	\$89,404					
Detective Sergeants	\$90,513					

(b) Effective January 1, 2015, (3.5% wage increase) the following annual base salaries shall be paid to Police:

<i><b>RANK</b></i>	<i><b>Starting</b></i>	<i><b>6 Months of Service</b></i>	<i><b>1 Year of Service</b></i>	<i><b>2 Years of Service</b></i>	<i><b>3 Years of Service</b></i>	<i><b>4 Years of Service</b></i>
Patrolmen	\$47,600	\$50,203	\$52,807	\$64,219	\$75,161	\$83,740
Detectives, Corporals and Juvenile Officers	\$88,148					
Sergeants	\$92,533					
Detective Sergeants	\$93,681					

(c) Effective January 1, 2016, (3.5% wage increase) the following annual base salaries shall be paid to Police:

<i><b>RANK</b></i>	<i><b>Starting</b></i>	<i><b>6 Months of Service</b></i>	<i><b>1 Year of Service</b></i>	<i><b>2 Years of Service</b></i>	<i><b>3 Years of Service</b></i>	<i><b>4 Years of Service</b></i>
Patrolmen	\$49,266	\$51,960	\$54,655	\$66,467	\$77,792	\$86,671
Detectives, Corporals and Juvenile Officers	\$91,233					
Sergeants	\$95,772					
Detective Sergeants	\$96,960					

(d) Effective January 1, 2017, (3.5% wage increase) the following annual base salaries shall be paid to Police:

<i><b>RANK</b></i>	<i><b>Starting</b></i>	<i><b>6 Months of Service</b></i>	<i><b>1 Year of Service</b></i>	<i><b>2 Years of Service</b></i>	<i><b>3 Years of Service</b></i>	<i><b>4 Years of Service</b></i>
Patrolmen	\$50,990	\$53,779	\$56,568	\$68,793	\$80,515	\$89,704
Detectives, Corporals and Juvenile Officers	\$94,426					
Sergeants	\$99,124					
Detective Sergeants	\$100,353					

(e) Effective January 1, 2018, (3.5% raise from previous year) the following annual base salaries shall be paid to Police:

<i><b>RANK</b></i>	<i><b>Starting</b></i>	<i><b>6 Months of Service</b></i>	<i><b>1 Year of Service</b></i>	<i><b>2 Years of Service</b></i>	<i><b>3 Years of Service</b></i>	<i><b>4 Years of Service</b></i>
Patrolmen	\$52,775	\$55,661	\$58,548	\$71,201	\$83,333	\$92,844
Detectives, Corporals and Juvenile Officers	\$97,731					
Sergeants	\$102,594					
Detective Sergeants	\$103,866					



### **ARTICLE III. - OVERTIME 8 HOUR SHIFT**

1. Overtime shall be paid to all ranks of police covered by this Agreement at the rate of one and one-half (1&1/2) times the officer's hourly base salary for all hours worked in excess of eight (8) hours per day or forty (40) hours per work period except as hereinafter provided. Payment of overtime rates for overtime hours worked shall not be duplicated.

2. The normal work period for all police, other than the patrol division on a rotating shift schedule, shall be seven (7) days consisting of forty (40) hours of work not to exceed eight (8) consecutive hours in any one (1) day of twenty-four (24) hours. For the purpose of computing overtime pay entitlement, said day of twenty-four (24) hours shall commence with the time the individual reports to work as per his/her scheduled shift.

3. Except as otherwise provided in this Article, all time worked over eight (8) hours in any one (1) day of twenty-four (24) hours shall be overtime except that police who work less than one-half (1/2) hour of overtime shall not be compensated.

4. Each officer assigned to the formerly used patrol division rotating shift schedule regardless of which squad he/she is assigned and scheduled, shall be entitled to fourteen (14) "K" days (days off) per calendar year without compensation in excess of the annual salaries as provided in Article 2 hereof, on the terms and conditions as hereinafter set forth.

(a) A "K" day is a day off to which an officer is entitled by reason of his squad being scheduled to work more than forty (40) hours or more than five (5) days in any seven (7) day work period. A "K" day is not a compensatory day as defined by the U.S. Fair Labor Standards Act as amended.

(b) Paragraphs 4, 5 and 6 hereof shall be applicable only so long as the work schedule used by the Township requires more than forty (40) hours of work in a seven (7) day work period. If at any time the work schedule used by the Township is changed so as not to

require any work in excess of forty (40) hours of work in a seven (7) day work period, Paragraphs 4, 5 and 6 hereof shall not be applicable in which case overtime shall be paid as provided in paragraphs 1, 2 and 3 of this Article.

(c) In the event that the currently used patrol division rotating shift schedule is modified so as to require more than forty (40) hours of work in a seven (7) day work period but less or more frequently than the current schedule, the number of "K" days off as provided herein shall be adjusted either by an increase or decrease so as to meet the requirements of the new work schedule. (See OVERTIME 12 HOUR SHIFT)

5. Without receiving overtime compensation each officer shall have the option to work his/her squad's schedule work days in excess of forty (40) hours and in excess of five (5) days of the aforesaid seven (7) day work period in which case he/she shall be entitled to take a "K" day at a future time in accordance with departmental procedures then in effect.

6. No more than 2 "K" days may be taken consecutively and no more than 2 "K" days may be added to vacations. Once per calendar year, each officer may apply to take off five (5) "K" days as a work period break and not as vacation subject to departmental procedures then in effect.

7. In the event an officer is called to duty from off-duty status, he/she shall be paid for the time worked or for a period of four (4) hours, whichever is greater, at his/her straight or overtime rate, whichever is applicable.

8. Anything above to the contrary notwithstanding, hours worked in January of each year in excess of eight (8) in any twenty-four (24) hour period occurring by reason of a change over to the new annual work schedule established and published by the Township in January of each year shall not be counted for the purpose of calculation of overtime. Furthermore, the Township shall not be required to pay overtime pay for attendance at departmental personnel

meetings not to exceed twelve (12) hours per year. These first twelve (12) hours will be compensated at straight time. The overtime pay rate shall commence after said twelve (12) hours has occurred.

9. Hours paid for but not worked by reason of sick leave, or funeral leave shall be counted in the determination of overtime entitlement. A "K" day shall be used in calculating overtime entitlement as follows:

(a) A "K" day worked in the work period it is due, at the officer's option, will not be counted as time worked in calculating overtime for that work period, as the day will be taken off at another time.

(b) A "K" day taken off in the work period it is due is a day off and does not count as time worked when calculating overtime for that work period.

(c) A "K" day taken off in a work period other than the work period it is due will count as a day worked when calculating overtime for the work period it is taken.

10. An overtime list shall be maintained for the entire department for all ranks. A copy of the overtime list shall be maintained by shift commanders. Procedures to be used in connection with this overtime list shall be as set forth in Exhibit "B" which is attached hereto and incorporated by reference as though more fully set forth. When the procedures in Exhibit "B" have been exhausted or in an emergency, the Township may disregard the overtime list when assigning overtime assignments.

11. For the purposes of this Agreement, the term "emergency situations" shall mean and be construed to include those situations or circumstances that may arise that are unexpected in nature and could not have been reasonably anticipated by the police administration exercising due diligence. Furthermore, the Township shall not cancel the approved time off of any officer to fill any duty assignment except as a result of an "emergency situation" as defined herein. For the



purposes of this Section, the term "emergency situation" shall not mean simply the desire to avoid the payment of overtime.

#### **OVERTIME (DETECTIVE WORK SCHEDULE)**

12. Overtime shall be paid to Detectives at the rate of one and one-half (1 1/2) times the Detective's hourly base salary for all hours worked in excess of ten hours (10) per day or forty (40) hours per week.

13. The normal work period for Detectives shall be seven (7) days consisting of forty (40) hours of work not to exceed ten (10) consecutive hours in any one (1) day of twenty-four (24) hours. For the purpose of computing overtime pay entitlement, said day of twenty-four (24) hours shall commence with the time the individual reports to work as per his/her scheduled shift. A yearly schedule shall be posted for Detectives. This schedule shall be four (4) days per week, ten (10) hours per day.

14. Except as otherwise provided in this Article, all time worked over ten (10) hours in any one (1) day of twenty-four (24) hours shall be overtime except Detectives who work less than one-half (1/2) hour of overtime shall not be compensated.

#### **ARTICLE IV. - OVERTIME (12 HOUR SHIFT)**

1. Overtime shall be paid to all ranks of police covered by this Agreement at the rate of one and one-half (1 1/2) times the policeman's hourly base salary for all hours worked in excess of twelve (12) hours per day or eight-four (84) hours per work period except as hereinafter provided. Payment of overtime rates for overtime hours worked shall not be duplicated.

2. The normal work period for all police operating on the patrol division rotating shift schedule shall be seven (7) days consisting of eight-four (84) hours of work not to exceed twelve (12) consecutive hours in any one (1) day of twenty-four (24) hours. For the purpose of



computing overtime pay entitlement, said day of twenty-four (24) hours shall commence with the time the individual reports to work as per his/her scheduled shift.

3. Except as otherwise provided in this Article, all time worked over twelve (12) hours in any one (1) day of twenty-four (24) hours shall be overtime except that police who work less than one-half (1/2) hour of overtime shall not be compensated.

4. Each officer assigned to the currently used patrol division rotating shift schedule regardless of which squad he/she is assigned and schedule, shall be entitled to one hundred fifty-six (156) "K" hours (time off) per calendar year without compensation in excess of the annual salaries as provided in Article 2 hereof, on the terms and conditions as hereinafter set forth.

a. "K" time or hours is time off to which an officer is entitled by reason of his/her squad being scheduled to work more than eight (80) hours or more than seven (7) days in any fourteen (14) day work period. "K" hours are not compensatory time as defined by the U.S. Fair Labor Standards Act as amended.

b. Paragraphs 4, 5 and 6 hereof shall be applicable only so long as the work schedule used by the Township requires more than eighty (80) hours of work in a fourteen (14) day work period. If at any time the work schedule used by the Township is changed so as not to require any work in excess of eighty (80) hours of work in a fourteen (14) day work period, Paragraphs 4, 5 and 6 hereof shall not be applicable in which case overtime shall be paid as provided in paragraphs 1, 2 and 3 of this Article.

5. Without receiving overtime compensation each officer shall have the option to work his squad's scheduled work days in excess of eighty (80) hours and in excess of seven (7) days of the aforesaid fourteen (14) day work period in which case he/she shall be entitled to take "K" time at a future time in accordance with departmental procedures then in effect.

6. No more than three (3) "K" days (36) hours may be taken consecutively and no more than three (3) "K" days (36 hours) may be added to vacations.

7. In the event an officer is called to duty from off-duty status, he/she shall be paid for the time worked or for a period of four (4) hours, whichever is greater, at his/her straight or overtime rate, whichever is applicable.

8. Anything above to the contrary notwithstanding, hours worked in January of each year in excess of twelve (12) in any twenty-four (24) hour period occurring by reason of a change over to the new annual work schedule established and published by the Township in January of each year shall not be counted for the purpose of calculation of overtime. Furthermore, the Township shall not be required to pay overtime pay for attendance at department personnel meetings not to exceed twelve (12) hours per year. These first twelve (12) hours will be compensated at straight time. The overtime pay rate shall commence after said twelve (12) hours has occurred.

9. Hours paid for but not worked by reason of sick leave, or funeral leave shall be counted in the determination of overtime entitlement. A "K" day shall be used in calculating overtime entitlement as follows:

a. "K" hours worked in the work period it is due, at the officer's option, will not be counted as time worked in calculating overtime for that work period, as the day will be taken off at another time.

b. "K" hours taken off in the work period it is due is a day off and does not count as time worked when calculating overtime for that work period.

c. "K" hours taken off in a work period other than the work period it is due will count as a day worked when calculating overtime for the work period it is taken.

10. An overtime list shall be maintained for the entire department for all ranks. A copy of the overtime list shall be maintained by shift commanders. Procedures used in connection with this overtime list shall be as set forth in Exhibit "B" which is attached hereto and incorporated by reference as though more fully set forth. When the procedures in Exhibit "B" have been exhausted or in an emergency, the Township may disregard the overtime list when assigning overtime assignments.

11. When the need for overtime exists for the rotating patrol shifts, the following procedure will be followed:

a. Upon notice that an additional officer is needed for the patrol shift, the shift commander will offer the overtime to the available officers as stated above. Any officer, at his discretion that is off, may take the whole twelve (12) hours. However, if a working officer offers, or is commanded to stay, he/she may only work the assignment until 2300 hours on night shift, and 1100 hours on day shift.

b. Officers that are working their last shift of the block may split the overtime, however the officer working straight through his/her shift may only work the additional four (4) hours. Another officer from that same squad may come back in for the rest of the shift, or be commended to do so. (See below).

c. If an officer is needed for the shift (or part of) and no one offers, then the first non-working officer (\*) contacted will be advised that he/she is in fact the first-contacted officer and will be commanded to work if no one else offers.

d. (\*) NON-WORKING OFFICER - An officer on scheduled days off and/or one whose squad is not scheduled to work on the shift immediately following the overtime shift.

e. SHIFT COMMMANDERS - When a Shift Commander is needed for the next shift and no non-working supervisor offers, then one of the working supervisors will stay



until 1100 hours (days) or 2300 Hours (nights). The supervisor who was the first-contacted supervisor will be advised that he/she is in fact the first-contacted supervisor and will be commanded to work if no one else offers.

f. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, NO OFFICER WILL WORK MORE THAN SIXTEEN (16) HOURS CONSECUTIVELY, UNLESS THERE IS A CONTINUOUSLY ONGOING EMERGENCY SO THAT THE PRESENCE OF OFFICERS IS REQUIRED BY THE CIRCUMSTANCES.

#### **ARTICLE V. - LONGEVITY**

1. Longevity in the following annual amounts will be paid to all police officers:
  - (a) Upon completion of five years of continuous service: (2.0% of Patrolman base compensation)
  - (b) Upon completion of ten years of continuous service: (2.5% of Patrolman base compensation)
  - (c) Upon completion of fifteen years of continuous service: (3.0% of Patrolman base compensation)
  - (d) Upon completion of twenty years of continuous service: (3.5% of Patrolman base compensation)
  - (e) Upon completion of twenty-five years of continuous service: (4.0% of Patrolman base compensation)
  - (f) Upon completion of thirty years of continuous service: (4.5% of Patrolman base compensation)
2. It is understood and agreed by the parties hereto that the longevity referred to in this paragraph is paid annually in the amounts as noted therein.



3. Longevity pay during the calendar year shall be paid annually in a lump sum not later than the second pay day after the anniversary date of service.

4. Longevity shall be established by the officer's anniversary date of service.

#### **ARTICLE VI. - TIME IN COURT (8 HOUR SHIFT)**

1. Officers required to attend Court, including appearances before a District Justice, during their regularly scheduled duty hours, shall retain whatever witness and mileage fees are paid them. Officers shall be required to comply with all departmental regulations, from time to time adopted, regarding submission of required records of entitlement to overtime pay under this Article.

2. Officers required to attend Court, excluding appearances before a District Justice, during their off-duty hours shall be paid at the applicable overtime rate, and shall retain whatever witness and mileage fees are paid them by the Court.

3. Officers required to attend District Justice hearings during their off-duty hours shall be paid at the applicable overtime rate, provided however, a minimum of two hours at overtime rate shall be paid for each attendance.

4. There shall be no duplication of payment for the same day when appearance is required on the same day for successive cases to be heard by the District Justice.

#### **COURT STAND-BY**

5. When an officer is not scheduled to work the day shift and is placed on stand-by for appearance in the Bucks County Court of Common Pleas and is subsequently not called to court that day, the officer will be paid Fifty Dollars (\$50.00).

6. If the officer is called to court, the officer will not be paid the Fifty Dollars (\$50.00), but will be paid hour for hour from the time the officer is called to court at the rate of time and one-half (1/2) for a minimum of four (4) hours.

## CIVIL COURT

7. The parties acknowledge that, from time to time and in furtherance of their duties as police officers, officers will be required to attend civil proceedings involving parties not associated with the Commonwealth of Pennsylvania or any law enforcement agency. Civil proceedings shall be defined to include but not be limited to tort claims, mental health claims, protection from abuse matters and other matters associated with the civil courts of this Commonwealth and the Federal District Court but not involving the commencement or continuation of any criminal or other related prosecution undertaken by a law enforcement officer employed by the Commonwealth of Pennsylvania, a political subdivision, the federal government or any agency related thereto.

8. On occasions when an officer is "subpoenaed" to appear for the present testimony in connection with a civil proceeding as that term is defined within the confines of this Agreement, the officer shall forthwith deliver a copy of the subpoena to the Chief of Police or his/her authorized representative so as to notify the police administration of his/her required appearance. Upon receipt of said subpoena, the Chief of Police or his/her authorized representative, shall have the option or opportunity to contact the entity or person directing the subpoena so as to attempt to reschedule the officer's appearance so that the officer may be able to appear at a more convenient time and one when the officer is working a shift which would facilitate his/her appearance without having to rearrange the officer's schedule or require the payment of overtime.

9. If the subpoena and/or the appearance in any civil proceeding as defined by the terms and conditions of this Agreement, shall result in the officer having to appear at a time when he/she is not otherwise working, then the officer shall be entitled to receive overtime on an hourly basis as that term is defined during the period of the officer's testimony and reasonable

travel to and from the location where the officer's testimony and/or appearance is required. If the subpoena and/or the appearance in any civil proceeding as defined by the terms and conditions of this Agreement shall result in the officer having to appear at a time when he/she is not otherwise working, then the officer shall be entitled to receive overtime on an hourly basis in accordance with the provisions of Article 5, Section B. Court Stand-By as noted previously in this Article. The officer agrees to cooperate with the Chief of Police or his/her designated representative so as to coordinate such matters and to facilitate the Township's reimbursement by the agency or individual seeking the officer's appearance for the costs associated with the officer's appearance and the requirement of payment of overtime wages during that period. The officer further agrees that the officer will expeditiously and forthwith return to the police station at the conclusion of his/her required appearance so as not to extend the number of hours for which he/she will be entitled to be paid overtime beyond that which would normally be required. Any and all witness fees which may be paid to an officer for his appearance shall be turned over to the Township on account of the payments made to the officer for his/her appearance pursuant to the terms and conditions of this Article. To the extent a Township vehicle is available for utilization by the officer appearing in court, same shall be made available to him/her but the availability of same will be left to the discretion of the Chief of Police or his/her designated representative.

#### **ARTICLE VII. – TIME IN COURT (12 HOUR SHIFT)**

1. The following will be the court procedures for officers attending court while working the night shift work period.

a. IN BETWEEN TWO NIGHT SHIFTS. An officer working the night shift and who attends court in Doylestown in between shifts and is due back in court after the court lunch break (or in the courtroom past 1300 hours), will not report to work at 1900 hours. An officer in this situation will convert his/her court time to compensatory time and take off that



night. An officer will make the day-shift Supervisor aware of his/her situation and that he/she will be absent for his/her shift. If the officer's squad has proper strength that evening without him/her, he/she may elect to take a vacation day or K-time instead, and put in for his/her time at the appropriate overtime rate. The officer needs to clear that decision with the day-shift Supervisor so that proper squad strength will be maintained and the officer's Squad Sergeant advised of the officer's decision to use time-off instead.

b. An officer who is in court up to the court lunch break (or up until 1300 hours) and is not required to return, may put in for the court time as overtime and report to work at the start of his/her shift, or convert his/her court time (or part of) to compensatory time-off and take off those hours at the beginning or at the end of his/her night shift, if squad strength will not be effected.

c. FIRST NIGHT SHIFT. An officer working his/her first night shift and attended court the morning prior to that shift, will report to work for his/her shift at 1900 hours, or convert his/her court time (or part of) to compensatory time-off and take off those hours at the end of his/her night shift, if squad strength will not be effected.

d. LAST NIGHT SHIFT. An officer working his/her last night shift and then attends court may either:

- i. Attend court after work and put in for the appropriate amount of time; or
- ii. If squad strength permits, the officer may take off the last six (6) hours of the shift (4 hours minimum O.T. x 1.5 - 6 hours) and attend court in lieu of the four (4) hours overtime. Any time spent in court over the four (4) hour minimum will be paid at the appropriate rate.



## **ARTICLE VIII. - UNIFORM AND CLOTHING ALLOWANCE**

1. All uniformed police officers shall be allowed an annual expenditure by the Township as a uniform and clothing allowance including shoes and boots of up to Five Hundred (\$500.00) Dollars for uniformed and Six Hundred (\$600.00) for non-uniformed. Officers, however, may accumulate; from year to year monies in their clothing allowance allocation provided that no more than Seven Hundred (\$700.00) Dollars may be accrued from year to year in the clothing allowance account. New Hires will not receive the uniform allowance for their first 12 months. After completion of their first 12 months service, and the end of that calendar year they shall receive a Pro Rata share of the Uniform allowance. It is understood and agreed however that the cost of shipping and handling of uniforms ordered by officers pursuant to the provisions of this Article shall be borne by the Township.

2. All uniformed and non-uniformed police officers shall be responsible for the cleaning of their own uniforms and clothing and shall be paid the sum of \$425.00 as a cleaning reimbursement payable the first pay period of July of each year of this Contract. An officer hired during a calendar year will receive the prorated share for that calendar year.

3. Police may use said allowances for the purchase of police equipment other than uniforms and clothing when approved by the Chief of Police.

## **REPLACEMENT OF BULLET-PROOF VESTS AND OTHER POLICE EQUIPMENT AND SUPPLIES**

4. The Township will replace an officer's bullet-proof vest on an as-needed basis. As-needed basis will be based on normal wear and tear or safety considerations. Replacement due to the change in size of the officer's physical condition will be paid on a pro-rated basis between the Township and the individual officer.

5. The Township will replace the following equipment and supplies utilized by officers during their employment if the replacement is not caused by the negligence of the officer who maintained the equipment, but is due to ordinary wear and tear.

- (a) Crimes code, vehicle code, criminal law digest and yearly update;
- (b) Duty weapon and holster, magazines and magazine holder;
- (c) Handcuffs and keys;
- (d) Expandable Baton;
- (e) Eye and ear protection for firearm qualification;
- (f) Flashlight, batteries, bulb and switches; and
- (g) Pepper Spray or OC spray.

#### **ARTICLE IX. - SICK LEAVE**

Sick leave for bona fide illness shall be earned at the rate of twenty (20) hours for each month of continuous and active service. Sick leave not used shall be accumulated at the rate of two hundred forty (240) hours per year up to a maximum total of nine hundred sixty (960) hours. The unused sick time thus accumulated cannot be used to accelerate retirement.

#### **ARTICLE X. - HOLIDAYS AND PERSONAL DAYS**

1. There shall be twelve (12) recognized holidays and police shall work as scheduled on these holidays.

2. Police shall be paid at their base rate for the twelve (12) holidays in a lump sum with their last pay in November in each and every year. Officers shall receive compensation for ninety-six (96) hours as holiday pay.

3. The approved holidays are as follows:

- (1) New Year's Day
- (2) Washington's Birthday
- (3) Good Friday
- (4) Easter

- (5) Memorial Day
- (6) Flag Day
- (7) July 4th
- (8) Labor Day
- (9) Columbus Day
- (10) Veterans' Day
- (11) Thanksgiving Day
- (12) Christmas Day

4. Two (2) personal days with pay per year shall be granted to each member of the bargaining unit. The following conditions shall apply:

(a) Whenever possible, a written request in advance shall be presented to the Chief of Police;

(b) No more than one officer per shift will be permitted to take a personal day without the express approval of the Chief of Police;

(c) A personal day may not be taken if a shift would be reduced to fewer than two officers;

(d) The personal day will be one day at the Officers scheduled shift, (8 hrs, 10 hrs, 12 hrs).

#### ARTICLE XI. - VACATIONS

1. During the term of this Agreement, vacations shall be granted to all police in accordance with the following schedule:

	8-HOUR SCHEDULE	10-HOUR SCHEDULE	12-HOUR SCHEDULE
After one (1) year	Ten (10) Days	(80) Hours	(80) Hours
After five (5) years	Fifteen (15) Days	(120) Hours	(120) Hours
After ten (10) years	Twenty (20) Days	(160) Hours	(160) Hours
After eighteen (18) years	Twenty-Five (25) Days	(200) Hours	(200) Hours
After twenty-six (26) years	Twenty-Six (26) Days	(208) Hours	(208) Hours
After twenty-seven (27) yrs	Twenty-Seven (27) Days	(216) Hours	(216) Hours



	8-HOUR SCHEDULE	10-HOUR SCHEDULE	12-HOUR SCHEDULE
After twenty-eight (28) yrs	Twenty-Eight (28) Days	(224) Hours	(224) Hours
After twenty-nine (29) yrs	Twenty-Nine (29) Days	(232) Hours	(232) Hours
After thirty (30) years	Thirty (30) Days	(240) Hours	(240) Hours

2. For the purpose of calculating length of service for vacation entitlement, after one (1) year of service, the succeeding January 1 date shall be considered as anniversary dates.

3. Vacation entitlement must be taken after the appropriate anniversary date and vacations shall be approved by the Chief of Police. One (1) week vacation shall consist of five (5) consecutive work days for the eight (8) hour work day, four (4) consecutive work days for the ten (10) hour work day and for the twelve (12) hour schedule, the entitlement is converted to hours of vacation time.

4. In the event work is available, vacations may be paid for in "lieu-of" with the approval of the Chief of Police.

#### **ARTICLE XII. - PAY FOR SPECIAL EVENTS**

Police shall not be assigned to duty for special events which are not the responsibility of the Township. Police may be assigned for duty at school events and special Township events and shall be paid at the applicable regular or overtime rate.

#### **ARTICLE XIII. - LUNCH PERIOD - COFFEE BREAK**

1. Each policeman shall be permitted to take a forty-five (45) minute paid lunch break, and one (1) fifteen (15) minute coffee break for the eight (8) hour work day, and an additional fifteen (15) minutes of break time if the officer works the twelve (12) hour rotating patrol schedule. These breaks shall be scheduled by the police officer in charge and are subject to change in an emergency. During normal operations only one police officer at a time shall be on "break-time."



2. On the Thanksgiving and Christmas Holiday, police officers on duty working the eight (8) hour day during the 8:00 AM to 4:00 PM shift and the 4:00 PM to midnight shift shall be permitted to take a one (1) hour dinner break. Officers working the twelve (12) hour schedule may take the one (1) hour break on either shift.

3. All of the above breaks are subject to the existing "Distance from Duty Restrictions" except that during lunch break, police may leave Lower Makefield Township within the radius of no more than two miles in order to return home for lunch or go to a restaurant.

#### **ARTICLE XIV. - USE OF PRIVATE VEHICLES**

All police using their private vehicles on police business, when approved by the Police Chief, shall be compensated at a rate equal to the rate of reimbursement as provided by Internal Revenue Service regulations.

#### **ARTICLE XV. - EDUCATIONAL BENEFITS**

1. Any police officer who successfully completes a course of instruction as approved by the Chief of Police shall be reimbursed for tuition and expenses up to Three Hundred Fifty Dollars (\$350.00) annually.

2. A police officer who has earned 60 credits or more shall be compensated 1.5% of base pay annually as an education benefit.

3. Any police officer who earns a Bachelor's degree shall be compensated at 2.5% of base pay annually as an educational benefit.

4. Any Police Officer who has a Master's Degree shall be compensated 3.0% of base pay annually as an educational benefit.

## **ARTICLE XVI. - TEMPORARY ASSIGNMENT TO HIGHER RANK**

1. An officer assigned to a higher rank for more than five (5) consecutive days shall be compensated at the rate of pay for the higher rank from the first day of such service until such time as he/she secures permanent higher rank or reverts to his/her former rank. An officer assigned to a higher rank on a temporary basis may not serve in that position for more than one (1) year without the consent of the PBA.

2. Field Training Officer. Patrolman who are assigned to perform field training of newly hired Officers shall be paid at the Corporals rate of pay for a minimum of 4 hours or the entire length of the assignment. The FTO rate shall not be applied to sick, vacation time or other time off.

## **ARTICLE XVII. - WORK SCHEDULES AND SHIFT DIFFERENTIALS**

1. Work schedules for each calendar year of this Agreement shall be provided and published by the Township during the month of January of each year. When determined necessary, the Township, from time to time, may change and/or amend said schedules; provided, however, where possible, the Township shall give notice in advance thereof.

2. Officers working the eight (8) hour shift and assigned to the third shift (4:00 PM to Midnight) or the first shift (Midnight to 8:00 AM) shall receive a shift differential of Twelve and 50/100 dollars (\$12.50) per first or third shift worked. Officers working the twelve hour shift, will be paid on the night shift (1800 to 0600 hours and/or 1900 to 0700 hours only) at the rate of Twelve and 50/100 dollars (\$12.50) per night. Detectives working 1200 to 2200 hours shall also receive the Twelve and 50/100 dollars (\$12.50) for that shift.

## **ARTICLE XVIII. - HOSPITALIZATION AND DENTAL COVERAGE**

1. Subject to the terms and conditions of the various policies and/or plans, the Township shall pay the full cost of providing police and their eligible dependents with

hospitalization, major medical, dental and prescription drug coverage which shall be the same as that provided all Township employees. Said coverage shall be equal to or more inclusive than the following present coverage; provided, however, Township reserves the right to change any insurance carriers or carrier or become self-insured in full or in part at any time or times.

2. The Township shall provide the Independence Blue Cross 10/20/70 Plan, or equivalent, which is described in the attached Exhibit "C" which is incorporated by reference. The cost of providing the 10/20/70 Personal Choice Plan shall be borne by the Township. The Township reserves the right to use a High Deductible plan to provide the PC 10/20/70 coverage. The Township shall have the right to raise the out of network co-pay to \$500/\$1,500.

3. The prescription plan provided to police officers shall be a \$10.00 co-pay for generic drugs and a \$20.00 co-pay for name brands. There shall be no change to the existing Dental Plan. There shall be no change in the existing mail order prescription program provided the mail order program is at least a ninety (90) day supply.

4. Healthcare Buyout. The Township Board of Supervisors previously approved a Resolution authorizing a health care buyout for employees. As a result of a grievance filed by the PBA, the Board of Supervisors amended the Resolution so that the healthcare buyout is not available to officers who are subject to the Collective Bargaining Agreement between the Township and the PBA. As soon as practical following the execution of this Agreement, the Township agrees to adopt a further amendment to its Resolution so as to provide the healthcare buyout to police officers as well as other employees of the Township. It is understood and agreed, however, that monies paid to officers who opt out of health insurance coverage, shall not be included in calculating an officer's pension benefit, nor will the Township be obligated to make any contributions on account of these earnings to the Police Pension Plan. Furthermore, the parties agree that the Township may terminate this Policy at any time without further discussion



with the PBA. Also, the parties agree that in the event an officer has a change of life experience such as death of a spouse, divorce or loss of benefits, then the officer may opt-in to the health insurance plan provided by the Township but may not do so in the absence of a change of life occurring event.

5. Should an officer be killed in the line of duty, the Township shall, subject to the terms of said plan or insurance policies, continue dependent coverage of spouse and dependent children without time limitation, provided however, coverage of dependent spouse shall terminate upon remarriage, eligibility for Medicare or having equal or greater coverage available at spouse's place of employment, whichever first occurs. Coverage of dependent children and spouse, nevertheless, shall terminate as per the terms of the insurance policies, from time to time, in effect.

#### **EYE CARE**

The Township will pay up to One Hundred Dollars (\$100.00) for an eye examination every two years for each officer. The Township will pay up to One Hundred Fifty Dollars (\$150.00) a year for the cost of the purchase of new prescription glasses if required by a doctor.

#### **ARTICLE XIX. - GROUP HOSPITALIZATION PLAN FOR RETIRED PERSONNEL**

1. For the first thirty (30) months following an officer's retirement, the Township will pay for the officer and eligible covered dependents (assuming the dependent was receiving coverage at the time of the officer's retirement), continued benefit coverage in the Township-sponsored medical, major medical, dental, prescription drug and term life insurance programs that are provided to active officer's during the same 30-month period.

There shall be no double coverage of benefits. Accordingly, if an officer or member of the officer's family receives comparable benefit coverage from any other source, whether or not such receipt is conditioned upon contribution by the officer or member of his family, then to



such extent and for the period of such reception of benefit, the benefits provided hereunder shall automatically cease and the total benefits provided shall be reduced accordingly, provided the Township shall pay any premium co-payment due from the Officer or family member, and further providing that in such case the Township shall have the option of not paying such premium, but instead continuing benefits. Upon the happening of such an event, the officer shall promptly notify the Township.

2. For those officers who retired between January 1, 2010 and December 31, 2010, all medical, dental and prescription drug benefits that are provided to employees at this time will be provided for a period of 96 months, from the date of their employment, as opposed to 30 months, as described above, at the Township's cost.

3. For the officers who retired on or before December 31, 2018, and after the effective date of this Collective Bargaining Agreement, all the medical, dental and prescription drug benefits that are provided to employees at this time will be provided for a period of 72 months. After December 31, 2018, coverage for retirees will revert to 30 months, as described in paragraph of this Agreement.

4. For the purpose of this provision, retired shall mean retired from the employ of the Township and shall not include participation in the DROP Program. An officer is not deemed to have retired with respect to provisions of this paragraph if he/she remains in the DROP Program.

5. If permitted by the insurance carrier providing the Township's health insurance benefits, the Township shall provide officers who retire an opportunity to purchase the above-referenced medical, dental and prescription drug plans at any time there is no coverage provided, based on the following payment schedule: Quarterly payments must be paid thirty (30) days in

advance of the beginning of the quarter. Failure to make payment during the thirty (30) day period shall constitute cancellation of the coverage.

#### **ARTICLE XX. - LIFE AND DISABILITY INSURANCE HEART AND LUNG ACT**

1. Life insurance, with double indemnity on or off duty, will be provided each police officer with the face value of the policy being \$100,000.00.

2. Naming of the policy beneficiary is the sole discretion of the individual police officer and no beneficiary can be established or named by the Township.

3. If an officer is killed in the line of duty, the Township shall pay a reasonable and customary burial expense less any amount paid on account thereof by Social Security, Workman's compensation or by any insurance policy provided by the Township other than the life insurance set forth above.

4. Continuation of said life insurance, at the sole cost of the retired or disabled person at the group rate for retired or disabled personnel will be provided upon written request from the police officer where the coverage is available. Coverage and premiums shall be as per the terms of the policy. During this term the Township will provide at its sole cost, to retired Officers for their lifetime a \$40,000.00 term life insurance policy, with decreasing limits at age 70 and 75 and or per the terms of the policy.

5. At no cost to the Police officers during the term hereof, the Township shall provide a short-term disability income benefit so as to pay a disabled officer no more than \$300.00 per week for a period of twenty-six (26) weeks from the onset of the disability. Benefits shall begin following a seven (7) day waiting period for disability due to sickness or illness but no waiting period shall apply to disability related to injury. While an officer is receiving short-term disability benefits as set forth in this Section, the Township agrees to continue, at its sole cost and expense, to provide health insurance and life insurance benefits as currently set forth in

this Agreement. The Township's obligation to do so, however, shall cease once the short-term disability policy benefits have terminated.

6. At no cost to the police during the term hereof, the Township shall provide long term disability income benefits in accordance with the terms set forth in the currently effective policy. Township reserves the right at all times to provide said benefits by either purchasing another insurance plan or providing same as self-insured as long as the benefits conferred are equal to or better than those provided in the effective policy as determined by the Township. The terms and conditions of the policy to be provided by the Township shall provide that an officer shall receive sixty-six and two-thirds percent (66 2/3%) of their compensation capped at \$5,000.00 per month during the term of this Agreement.

7. In the event that any member of the bargaining unit should become temporarily incapacitated as a result of the performance of his or her duties, said member shall be entitled to all benefits as is provided by the Heart and Lung Act of Pennsylvania and the terms and conditions of this Agreement. A bargaining unit member's cooperation with the Township regarding the reimbursement of Heart and Lung Benefits through the Workmen's Compensation Insurance for the period of the temporary incapacity shall not prejudice that bargaining unit member's rights under the Workmen's Compensation Statute if and when that incapacity should become permanent or the member should otherwise be entitled to benefits under the Workmen's Compensation Act. It is understood and agreed that the benefits provided by the Heart and Lung Act of Pennsylvania and this Agreement, shall be coordinated, so that the Police Officer shall not receive compensation in excess of their salary as a result of the implications of the Heart and Lung Act, Workmen's Compensation Laws, Disability Insurance Benefits and the like. If an Officers pension is calculated and any time that it is included involves time that he/she was on



disability, the compensation that the Officer receives as a result of the disability shall be counted as normal and recurring compensation.

8. The benefits referred to in this Article shall be coordinated so that if an officer is receiving Pennsylvania Heart and Lung Act benefits the officer would not be entitled to short-term or long-term disability as those coverages are intended as benefits to officers who may be ill and/or injured in a non-job related setting or whose Heart and Lung benefits may have been terminated notwithstanding that their illness and/or disability may be job-related.

9. The Officer will give the check that he/she receives from workers compensation to the Township, and the Township will provide full pay compensation to the Officer.

#### **ARTICLE XXI. - PREGNANCY/MATERNITY/ PATERNITY PREGNANCY/MATERNITY**

1. In the event a police officer, while employed by the Township, becomes pregnant, the police officer shall perform her regular duties unless she shall receive a certification from her treating physician that she is pregnant and because of that condition is incapable of performing her regular duties. The Township shall have the right to have her examined by a physician of its own choice to determine if in fact the officer is incapable of performing her normal duties. In the event that the officer's treating physician and the Township's physician disagree as whether the officer is capable of performing her normal duties, she shall be examined by a third independent physician whose decision shall be final and who shall be chosen at random from a list of obstetricians with privileges at Lower Bucks Hospital, Saint Mary Hospital, and the Mercer Medical Center. During the time in which the parties are investigating the police officer's duty status, the affected police officer shall, at her discretion, be considered on leave with pay status. If it is determined that the police officer is certified for light duty, she shall immediately be placed in light duty status in accordance with the restrictions imposed by the obstetrician. In the

event that it is determined that the police officer is not entitled to light duty status, her leave time with pay shall be converted to sick leave and charged against her accumulated sick leave.

2. In the event that a doctor's certification is received and the Township accepts the certification that the officer is incapable of performing her regular duties, then the Township shall remove the officer from regular patrol duties and shall assign her to other duties with the department consistent with the doctor's certification received from her physician. The pregnancy duty shall not be regular patrol duty and will involve assignments which satisfy restrictions imposed by the police officer's treating physician. Pregnancy duty shall be equivalent to regular duties in all aspects as to such matters as compensation, benefits, seniority, etc.; and it shall continue until such time as the officer feels that she may resume regular patrol duties or if she is no longer capable of performing the pregnancy duty then she may utilize any accumulated sick leave available to her pending delivery. Following delivery, the officer shall be entitled to take such sick leave as she has available to her and following the utilization of any accumulated sick leave she may take such an additional unpaid leave as she elects provided that that total period of sick leave and unpaid leave may not exceed one (1) year following the date of delivery. During her status on unpaid leave, her position shall remain available to her and she shall be entitled to all seniority that may accrue to her position but she shall not be entitled to any compensation except for hospitalization. In the event the officer does not return to work within one (1) year of delivery, then the Township shall be entitled to fill the position and a position will no longer be available to her following that one (1) year period.

3. In addition to the policy as set forth here, the Township shall also make available to the officer the short term and long term disability coverages as are provided pursuant to the Police Contract between the Township and the Police Association and to the extent the officer qualified for either, she need not take sick time or perform pregnancy duties.

## **PATERNITY**

4. If, during the term of this Agreement, if an officer's spouse gives birth or the officer and his spouse shall adopt a child, it is understood and agreed that the officer shall be granted three (3) days of paternity leave which shall be considered as sick leave and deducted from the officer's accumulated sick days. It is understood and agreed that an officer shall be granted paternity leave unless in an event of emergency as defined in this Agreement.

## **ARTICLE XXII. - RETIREMENT**

1. Normal and disability retirement will be provided as in the past and as established by the applicable laws of the Commonwealth of Pennsylvania; but, in addition thereto, upon the completion of twelve (12) continuous years of service, a police officer's pension shall be vested, thus permitting retirement with pension benefits upon reaching retirement age, without respect to whether the patrol officer continues employment with the Township beyond said twelve (12) year period. All benefits previously existing shall remain in effect.

2. The Township agrees that it will adopt an Ordinance, if not previously done, modifying its Pension Plan for Police Officers so as to provide the following benefits, some of which are listed below and are completely provided in the Lower Makefield Township Police Pension Plan document attached as Exhibit "A".

3. Normal retirement shall be established by the completion of at least 25 years of credited service, and the Officer attaining the age of 55 years. At said time, the officer would be eligible to retire with full pension benefits, based on 50% of the average LAST 36 months of compensation.



Those officers who retire on permanent disability benefits are also entitled to receive 50% of the officer's salary at the time the officer was receiving when the disability occurred, assuming that disability occurred in the line of duty. The definition of "disability" is set forth in the Police Plan Documents. See same for further detail.

4. Compensation shall be all gross reportable base wages, holiday pay, shift differential, stand-by pay, education pay, longevity pay and accrued vacation. Excluded from compensation shall be overtime pay, severance pay, accrued sick day pay, or other similar non-recurring compensation. Compensation shall include only that compensation which is actually paid to the participant during the applicable period (Last 36 Months). Compensation shall also mean employee contributions made to deferred compensation plans (457) as applicable by code sections of IRS regulations. For officers hired after 1/1/2010, accrued vacation time shall not be included as "compensation" for pension calculation purposes.

5. In the event that an officer is killed in the line of duty, his/her surviving spouse or beneficiary, as the case may be, shall be paid the benefits provided by Act 51 adopted by the Commonwealth of Pennsylvania as the primary and only source of killed in the line of duty benefits. Nothing herein shall affect the rights of a surviving spouse or beneficiary with respect to the pension benefits afforded to an officer killed in the line of duty. To the extent that any difference exists between those Act 51 benefits and the Killed in Service benefits that were provided under the agreement prior to the effective date of Act 51, the Township shall be secondarily liable only for such difference in benefits. The foregoing provision shall be without prejudice to the right of the Association and/or affected survivors to assert the unconstitutionality of Act 51 to the extent that it reduces the pension benefits of officers who were on payroll as of its effective date. If, after applicable case law, arbitration or other applicable ruling, determines that Act 51 benefits are the exclusive source for Killed in Service recovery, and any Township

attempt to pay any benefits would be deemed a waiver of its reliance on Act 51 benefits for survivors' receipt of such payment, the parties shall negotiate an alternative, if any, to such Township payment of the excess. If they are unable to reach an agreement, the issue shall be submitted to final and binding interest arbitration in accordance with the procedures contained in Act 111.

6. If the state law allows for coordination of benefits between Act 51 and the Township-sponsored pension plan, the appropriate documents will be amended accordingly.

7. If permitted by law, the Township agrees to amend its Police Pension Ordinance so as to permit an officer to purchase prior service with the Township if lost because of a break in employment service with the Township, but it is understood and agreed that the Township shall have no obligation to provide for same if it is not permitted by the appropriate acts and regulations of the Commonwealth of Pennsylvania dealing with such matters.

8. Section VI, Forms of Pension, Subsection B, the Optional Forms of Pension of the Police Pension Ordinance shall be eliminated for officers hired after the date of the arbitration Award (1-01-2001).

9. A length of service increment will be provided according to Act 30, as follows, beginning at the completion of 26 years of service, \$100.00 a month will be added to the Officers calculated pension benefit and continue for each completed year of service up to 30 years or more with the total maximum amount of \$500.00 per month. This benefit will be provided to those Officers who retire and leave the employ of the Township in the years 2016, 2017 and 2018 and this benefit sunsets and/or ends at the end of this Contract.

10. The definition of "Total and Permanent Disability" shall be defined as set forth in Section 4.4 of the Police Pension Plan:

(a) Eligibility

If a participant shall qualify for a permanent and total service-related disability benefit under the provisions of the plan, such police officer shall be eligible to receive a disability benefit from the plan.

(b) Disability Retirement Date

The Disability Retirement Date for participants shall be the first day of the month following the date of the service-related disability. The Disability Retirement Date may immediately follow any period of time during which the participant was receiving credited services during short-term disability benefits.

(c) Amount of Disability Benefits

(1) A participant whose employment with the Employer is severed due to a total and permanent disability will become entitled to disability payments commencing on the first day of the calendar month following the date his/her employment was severed and continuing on the first day of each month thereafter until the police officer's death. The monthly amount of the disability payments to the participant for a work-related disability shall be fifty percent (50%) of the officer's salary at the time the disability was incurred, provided that any police officer who receives benefits for the same injuries under the Social Security Act (49 Stat. 620, 42 U.S.C. §301 et seq.) shall have the disability benefit offset or reduced by the amount of such Social Security benefits. All service time and Compensation accrued during any period of short-term disability immediately preceding the severance of employment shall be excluded from the calculation of benefits payable pursuant to a disability pension under this Section.



(2) Total and Permanent Disability means “an officer’s inability to perform the full duties of a police officer by reason of a medically determined physical or mental impairment that can be expected to result in death or to be of long continued and an indefinite duration as determined by the employer on the basis of medical advice rendered by a physician selected by the employer, where such disability stems from a work-related injury or illness.”

11. Deferred Retirement Option Program (D.R.O.P.)

(a) Definitions

DROP - Deferred Retirement Option Plan

DROP Account - Separate account created to accept DROP participants’ monthly pension check while a DROP participant.

(b) Eligibility. Members of the Lower Makefield Police Department are eligible to participate in the DROP Program on the first day of any month following completion of 25 years of credited service and attaining the age of 55. Eligibility shall be subject to the conditions set forth in subsection (P) “Viability of DROP Benefit,” below.

(c) Written Election. A member of the Police Department electing to participate in the DROP must complete and execute a “drop option form” prepared by the Township of Lower Makefield, which shall evidence the member’s participation in the DROP. The form must be signed by the member and notarized and submitted to the Township of Lower Makefield prior to the date on which the member wishes the DROP option to be effective. The DROP option notice shall include a notice to the Township, by the member, that the member shall resign from employment with the Lower Makefield Township Police Department effective on a specific date (the “resignation date”). In no event shall the resignation date be shorter than

(12) twelve months or longer than (48) forty-eight months from the execution of the DROP option form. An officer shall cease to work as a Township Police Officer on the officer's resignation date, unless the Township terminates or honorably discharges the officer prior to the resignation date. A member may elect in writing to terminate participation in the DROP program any time up to six (6) months before the previously selected resignation date. Once a member terminates participation in the program, then the member is barred from any future participation in the program. In addition, all retirement documents required by the Police Pension Board Administrator must be filed and presented to the Pension Board for approval of retirement and payment of pension.

(d) Limitation on Pension Accrual. After the effective date of the DROP option, the member shall no longer earn or accrue additional years of continuous service for pension purposes.

(e) Benefit Calculation. For all retirement Fund 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 Lower Makefield Township Police Pension Fund. 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 or increases in earnings thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Pension Fund. The pension benefit payable to member shall remain unchanged even if the pension plan improvements occur after the election of the DROP option but prior to the officer's separation from service.

(f) 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 the DROP, be paid into the separate account established to receive the participant's monthly pension payments. This account shall be designated the DROP account.

(g) Accrual of Non-Pension Benefits. 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.

(h) Payout. Upon the termination date set forth in the member's DROP option notice or such date as the Township separates the member from employment, the retirement benefits payable to the member or member's beneficiary, if applicable, shall be paid to the member or beneficiary and shall no longer be paid to the member's deferred retirement option account. Within thirty (30) days following termination of a member's employment pursuant to their participating in the DROP program, the balance in the members' 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.

(i) Disability During DROP. If a bargaining unit member becomes incapacitated during his participation in DROP, that member shall continue to participate in the DROP program as if fully employed. 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/her 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 employee or other person to a continuation of employment nor shall participation in the DROP Program supersede or limit in any way the right of the Township



to honorably discharge a police employee based upon an inability to perform his or her full duties as a police officer. If such an officer is terminated while participating in the DROP Programs, he/she shall upon termination receive the DROP payments that had accrued to the date of his/her honorable discharge.

(j) Death. If a DROP member dies before the DROP account balances are paid, the participant members' legal beneficiary shall have the same rights as the member to withdraw the account balance as of the date of death.

(k) 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. Sec. 1311-1314, shall forfeit his/her right to receive a pension, including any amounts currently deposited in the DROP Account.

(l) Account Manager. Township will select an investment manager to administer the DROP accounts.

(m) Cost of Management for DROP Program. The Association and the Township agree that any costs or fees associated with the management of the DROP accounts shall be paid directly from the Police Pension Fund and not by the Township.

(n) Amendment. Any amendments to the DROP Ordinance shall be consistent with the provisions covering deferred retirement option plans set forth in the collective bargaining agreement and shall be binding upon all future DROP participants and upon all DROP participants who have balances in their deferred retirement option accounts. The DROP Plan may only be amended by a written instrument.

(o) Construal of Provisions. An Officer's election to participate in the DROP program shall in no way be construed as a limitation on the Township's right to suspend or

terminate an officer for just cause or to grant the officer an honorable discharge based upon a physical or mental inability to perform his or her duties.

(p) Viability of DROP Benefit. No DROP payment shall be made unless and until the Pennsylvania Legislature authorizes the adoption of DROP program for police officers employed by a Township of the Second Class or a final judicial determination issues from a Pennsylvania Appellate Court that such DROP benefit is lawful for police officers employed by a Township of the Second Class. In the event that either authorizing legislation is passed or an Appellate Court determination issued, the terms and conditions of the DROP program described above shall be modified only to the extent necessary to become compliant with the maximum then allowed by law DROP program benefits. In order to permit long term planning, bargaining unit members shall be permitted to announce their intention to participate in the DROP program described above. If by the "DROP DATE" THERE HAS BEEN NO LEGISLATION AUTHORIZING drop BENEFITS FOR BARGAINING UNIT MEMBERS AND NO Appellate Court decision ruling upon the legality of such DROP benefits, the bargaining unit member shall receive his/her full pension benefits as set forth in the Police Pension Ordinance as if no such DROP election was made.

#### **ARTICLE XXIII. - EMPLOYEE CONTRIBUTIONS TO PENSION PLAN**

All employees subject to the terms and conditions of this Agreement except those officers participating in the DROP program, shall make contributions to the Lower Makefield Township Police Pension Plan in accordance with the following schedule:

- a. 2014 – 0%
- b. 2015 – 1%
- c. 2016 – 1%
- d. 2017 – 2%

e. 2018 – 2%

The percentage of the contribution noted previously in this section shall be applied to the employees base compensation only. The contribution shall not be applied to holiday pay, shift differential, standby pay, education pay, longevity pay, overtime pay, severance pay, sick day pay or other similar non-reoccurring compensation. The percentage to be paid by the employee shall be deducted from the paycheck of employees in accordance with the normal payroll practices of the Township.

#### **ARTICLE XXIV. - FUTURE PENSION ISSUES**

The parties acknowledge and agree that the Commonwealth of Pennsylvania, through the Public Employee Retirement Study Commission, is undergoing a review of the numerous municipal pensions that exist within the Commonwealth of Pennsylvania. The Commission has made certain recommendations which may result in the establishment of a state wide pension plan for police officers within the Commonwealth. If, as a result of the establishment of a state wide plan, funds remain under the Township's control after fully funding the Township's obligation to the state, the parties agree that the use of the funds shall be determined only after negotiation between the township and the PBA concerning the appropriate disposition of said funds. The parties recognize that certain officers have made contributions to the fund.

#### **ARTICLE XXV. - RETIREMENT-SEVERANCE PAY**

1. The Township will pay an officer thirty (30) days after the officer has retired one (1) days pay for each two (2) days of unused sick time. The maximum number of days to be paid will be sixty (60) days. (Maximum sick time accumulated is one hundred twenty (120) days.) The amount paid under this provision will not be used in calculating the officer's pension benefit.



2. The officer may, at his discretion, elect to postpone the receipt of payment of these entitlements contained in this subsection to the following calendar year.

3. Notwithstanding anything to the contrary contained herein, it is understood that even though a reference is made to retirement, that if an officer leaves the employment of the Township, not as a result of disciplinary proceedings or death, but as a result of desire to leave the employment of the Township prior to retirement and that officer shall have completed at least twenty (20) years of service to the Township, that they shall receive a proportionate share of the benefits noted in this paragraph, to the extent they have been earned, on the basis of the percentage of the number of years they have completed bears to the total number of twenty-five (25) years.

#### **ARTICLE XXVI. - OTHER RETIREMENT INCENTIVES**

The Township and the Police Benevolent Association recognize that it is important for the individual officer to arrange for his or her retirement in some fashion which would supplement their normal police pension and social security payments that may be received from the Federal Government. In that regard, the Township agrees that it will match contributions made by officers to their own individual ICMA retirement accounts at the rate of one hundred (100%) percent of the contribution to a maximum of One Thousand Three Hundred (\$1,300.00) Dollars per officer per year during calendar years 2014, 2015 and 2016. In the year 2017, the Township agrees it will match the contribution made by an officer in his/her own individual ICMA retirement account at rate of One Hundred (100%) percent of the contribution to a maximum of One Thousand Seventeen Hundred (\$1,700.00) Dollars per officer per year. However, it is understood and agreed that an officer shall not be deemed to have made a contribution if he or she withdraws funds from the ICMA account and then reinvests in the ICMA account with the same funds but instead the officer must continue to maintain a

progressive plan of retirement savings in order to benefit by the terms and conditions of this paragraph. The Township shall make the contributions so as to match the contributions made by the officers which said contributions shall be made following consultation with the ICMA representative, the PBA, and the Township. It is, however, understood and agreed that if an officer is not continuously employed by the Township during the preceding year and his/her termination of employment is due to retirement or other termination after service of twenty (20) years in the Township's employ, that the contributions shall still be made notwithstanding the officer's failure to complete a full year of service to the Township as a police officer.

#### **ARTICLE XXVII. - LIABILITY INSURANCE**

Police Professional Liability insurance protection for police officers shall be maintained in accordance with the terms of the policies presently in existence between the Delaware Valley Insurance Trust and the Township. The Township reserves the right to change insurance providers given the continued maintenance of the same level of coverage.

#### **ARTICLE XXVIII. - POLICE GRIEVANCE COMMITTEE**

1. A Police Grievance Committee of three (3) officers shall be elected by police association membership and shall be entitled to participate with any aggrieved employee at all steps of the grievance procedure.

2. A grievance shall mean a complaint by any one or more police officers that there has been a violation, misinterpretation or inequitable application of a provision of this Agreement or of the rules and regulations of the police department. All grievances shall be settled in the manner provided in this Article and shall be presented as soon as practical after the occurrence upon which it is based, but in any event within fifteen (15) working days. In calculating the number of days under this Article, Saturdays, Sundays and holidays shall be

excluded. The failure to submit a grievance within such a period shall constitute a bar to further action thereon.

3. Grievance Steps:

(a) A Three-step grievance procedure is adopted.

- i. Submission of grievance to the Chief of Police.
- ii. Submission of grievance to the Township Manager. Where deemed appropriate by the Township Manager, he/she shall meet with representatives of the police officer.
- iii. Submission of grievance to the American Arbitration Association for settlement under the Voluntary Arbitration Rules of that organization.

4. In the event a response is not received from the Chief of Police or the Township Manager as noted in paragraph 3(a) (1) (2), then it shall be deemed that the grievance was denied and the grievance procedure may proceed to the submission of the grievance to the American Arbitration Association notwithstanding the fact that a written decision has not been rendered by the Chief of Police and/or the Township Manager.

5. All neutral costs of arbitration shall be borne equally by the parties.

6. A meet-and-discuss vehicle shall be established to meet at regular intervals but not less than once per calendar quarter. Representatives of the police shall meet with members of management to present their advice and opinions as to the impact of management policy on wages, hours and working conditions.

7. The term "grievance" shall include matters of discipline. Whenever the grievance involves discipline resulting in a suspension without pay, demotion or termination, an officer has the right to appeal either: (i) Through the grievance and arbitration procedure of this Agreement;



or (ii) Under the Police Tenure Act. However, once the officer selects one avenue of appeal, either (i) by filing a grievance or (ii) by requesting a Police Tenure Act hearing, that selection shall constitute a waiver of the alternate avenue of appeal. When disciplinary grievances are submitted to arbitration with the American Arbitration Association the arbitrator shall resolve disciplinary controversies by applying a "Just Cause" standard.

#### **ARTICLE XXIX. - FUNERAL LEAVE**

1. Leave shall be granted only if the affected Police Officer attends the funeral.
2. A maximum of five (5) days shall be allowed only for the following members' death: spouse, child, mother, father, sister, and brother. Three (3) days shall be allowed for the death of mother-in-law, father-in-law, grandparent, or relative resident in the same household of the police officer.
3. If additional time is needed, vacation time may be used on a daily basis or holiday pay may be forfeited.
4. Funeral leave days shall not be paid for if pay has been received for the same day for any other reason.
5. Entitlement to funeral leave which Occurs during a vacation period shall not be charged as used vacation days and such vacation days so lost may be taken at a later time but subject to all vacation scheduling as provided in this Agreement.

#### **ARTICLE XXX. - PROMOTIONS TO HIGHER RANK**

1. Promotions to positions of higher rank will be at the discretion of the Township, and shall become effective after affirmative action of the Board of Supervisors at a regular or special meeting. If the Township does, however, agree that if there is a vacancy in a position subject to promotion, it will not fill that position by the rotation of officers into that position on a temporary basis, but in fact, any vacancy will be permanently filled within one (1) year of the

vacancy unless extenuating circumstances shall require an extension at which time the PBA will consent to same upon the showing of good cause by the Township. The vacancy will be permanently filled in accordance with the provisions of paragraph 2 of this Article related to the factors in determining criteria for promotion. Final action on a promotion shall be taken after the officer to be promoted has served a probationary period of one (1) year. If the Board of Supervisors fails to take affirmative action to restore the officer to his/her lower rank within thirty (30) days after a police officer's completion of a probationary period, then the promotion to the officer to the higher rank shall become permanent thereafter without further action of the Board of Supervisors and the officer shall no longer be on probation. After a permanent appointment and during the probationary period, the officer may be returned to his/her former rank by the Board of Supervisors either with or without cause but removing an officer during a probationary period may not be used as a vehicle to avoid permanently promoting officers to positions of rank within the Department.

2. In addition to the above requirements, the Board shall consider the following factors in exercising its discretion to promote:

(a) Written examination results for tests shall have the following weight in the testing process:

Sergeants	Sixty (60%) Percent
Corporals	Sixty (60%) Percent
Detective Sergeant	Sixty (60%) Percent
Detective	Eight-Five (85%) Percent

(b) Oral examination results for tests shall have the following weight in the testing process:

Sergeants	Thirty (30%) Percent
Corporals	Thirty (30%) Percent
Detective Sergeant	Twenty (20%) Percent
Detective	No Oral Examination

(c) The Oral Examinations shall be videotaped with audio. The examiners shall be included in the video tape during the process of the exam. The Bargaining Unit shall have the right to possess and review said tapes with their legal counsel. The tapes shall be retained by the Chief of Police for at least the life of the published promotional list. The tapes shall not be erased or otherwise destroyed without the written consent of the Bargaining Unit.

3. The Chief's Written Evaluation for the tests shall have the following weight in the testing process: Sergeant: 10%; Corporal: 10%, Detective Sergeant: 20%; Detective: 15%.

The Chief's written evaluation shall be completed by the Chief of Police of Lower Makefield Township.

4. Procedures in the event of a tie: In case of a tie there shall be a percentage point assignment based upon length of service in favor of the more senior officer.

5. It is further agreed by the parties hereto that there shall be a minimum requirement for promotion of five (5) years' experience for corporal or detective and ten (10) years for sergeant with the Lower Makefield Township Police Department. It shall not be a prerequisite to be promoted to sergeant that the officer shall have served as a corporal. The criteria established herein and the manner, in which the Township proposes to proceed with a promotion, shall be clearly established prior to the commencement of the promotion process. Promotion examination results shall be made available to applicants and the officers of the police committee within five (5) days of receipt of the results, upon written request.

#### **ARTICLE XXXI. - TERMINATION OF SERVICE**

In the event of termination of service, a police officer shall be paid a pro-rated portion of all earned but unpaid or unused longevity, cleaning allowance, educational benefits, holidays, vacation pay and personal days accrued to the date of termination from the date of last payment or use. Pro-rating shall be on a monthly basis. If less than fifteen (15) days of a month are



involved, no pro rated payment for that month shall be paid. If more than fifteen (15) days, the entire month shall be paid.

#### **ARTICLE XXXII. - MISCELLANEOUS**

1. During the term of this Agreement, the Township will provide protective shields between the front and rear seats of all new, marked police vehicles purchased by the Township.

2. The residency requirement for all officers subject to the terms and conditions of this Agreement shall be twenty (20) miles in radius measured from the Lower Makefield Township Municipal Building. The terms and conditions of this provision shall take precedence over any contrary requirements as set forth in any duty manual or other operating procedure of the Police Department.

3. This Agreement constitutes the entire Agreement between the parties as a result of collective bargaining between the parties under the Act of June 24, 1968, P.L. 1804, No. 111, as amended. Subject to this Agreement and the provision of all applicable laws, the Township retains the exclusive right to manage the affairs of the Township and direct its working forces.

4. Nothing in this Agreement shall be construed to diminish or enlarge any rights which the officers or the Township may have under the Police Tenure Act or the Local Agency Law and this Agreement shall be construed in harmony with said statutes.

5. The President, Vice President and Secretary/Treasurer (one Office) of the PBA, while on duty will be permitted to attend the regularly scheduled monthly meeting of the PBA and to attend grievance and collective bargaining meetings where representatives of the Township are also in attendance as long as the minimum squad strength is maintained without the necessity of overtime call-out and as long as no cost whatsoever is incurred by the Township by reason of said attendance. In addition, subject to the above, the Chairman of the PBA Grievance Committee or a member of that Committee and one of the above officers may attend

grievance meetings at which representatives of the Township are in attendance and the Chairman of the PBA Collective Bargaining Committee or a member of that Committee and one of the above officers may attend collective bargaining meetings at which representatives are in attendance. The Chief of Police shall permit at least two (2) members of the Pension Committee established pursuant to the terms and conditions of this Agreement to attend an annual seminar on pension matters provided that the officers' absence does not reasonably reduce squad strength. Any other officer may attend the pension session at his/her sole cost and expense provided it occurs during his/her own time and not during duty hours. The seminar shall be located within the Commonwealth of Pennsylvania and shall be no longer than one (1) day in duration.

6. At all times the above persons while attending said meetings shall be subject to the immediate assignment to active duty in the event of any emergency as determined by the Chief of Police.

7. All such meetings shall be conducted within Lower Makefield Township except that the Chief of Police may in his sole discretion grant permission to one or more of said persons for attendance at any of said meetings conducted outside of Lower Makefield Township.

8. The Township will not be required to provide yearly physical examinations to Officers. Those Officers that are in need of such a medical exam may utilize the provided health insurance plan, per its provided coverage.

#### **ARTICLE XXXIII. - TERMS OF AGREEMENT**


This Agreement shall be effective as of January 1, 2014, and shall remain in effect until December 31, 2018.

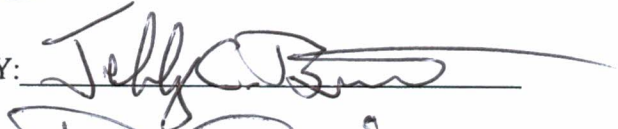
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed  
and sealed by its duly authorized officials.

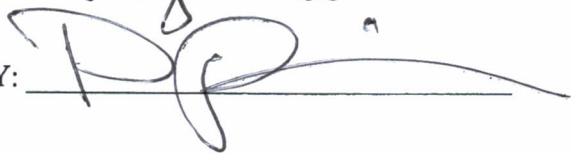
ATTEST:



**LOWER MAKEFIELD TOWNSHIP**

BY: 

BY: 

BY: 

BY: \_\_\_\_\_


BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**POLICE BENEVOLENT ASSOCIATION**

BY: 

BY: 

BY: 

BY: \_\_\_\_\_