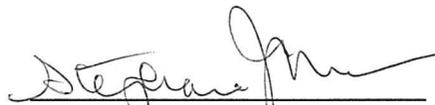


RESOLUTION NO. 1835

A RESOLUTION OF THE DOYLESTOWN TOWNSHIP BOARD OF SUPERVISORS APPROVED THE PBA CONTRACT BETWEEN DOYLESTOWN TOWNSHIP AND FOR THE PERIOD 1/1/15 – 12/31/18.

This resolution was prepared for record keeping purposes and includes the document(s) attached herewith as Exhibit(s) A. which was the subject of action by the Doylestown Township Board of Supervisors on October 20, 2015.


Secretary / Township Manager



MEMORANDUM

BEGLEY, CARLIN & MANDIO, LLP

TO: Stephanie J. Mason, Township Manager
FROM: Jeffrey P. Garton, Esquire 
RE: Police Contract
DATE: October 19, 2015

Attached is a revised version of the police contract with Medicare language added at the end of Article 21 on page 17. Please review and advise if it is satisfactory before you send it to the Board.

JPG:njf
Attachment

AGREEMENT
BETWEEN
TOWNSHIP OF DOYLESTOWN
AND
DOYLESTOWN TOWNSHIP POLICE DEPARTMENT

FOR PERIODS

January 1, 2015
Thru
December 31, 2018

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AGREEMENT

THIS AGREEMENT, made and concluded this 20th, day of October, 2006, to be effective January 1, 2015, for a period commencing January 1, 2015, and extending through December 31, 2018, by and between the TOWNSHIP OF DOYLESTOWN, a political subdivision of the Commonwealth of Pennsylvania (hereinafter referred to as "Township") and the DOYLESTOWN TOWNSHIP POLICE BARGAINING UNIT, as the agent for the Police Officers of Doylestown Township, (hereinafter referred to as the "POLICE").

I

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to set forth herein the basic and full Agreement between the parties concerning wages, hours, benefits, and conditions of employment.

II

The Township recognizes that all full-time Police Officers, exclusive of the Chief of Police and Lieutenant of Police, constitute an appropriate unit for purposes of collective bargaining with the Township, and the Township agrees to recognize, negotiate and deal with the agent or representative designated in writing by the Police as their authorized representative for purposes of collective bargaining with the Township on matters pertaining to wages, hours, benefits, and conditions of employment.

III

The parties acknowledge that certain prior Agreements have been reached between the Township and the Police which said Agreements were dated September 11, 1984, March 17, 1987, December 19, 1989, December 29, 1992, February 6, 1996, February 1999, January 1, 2002, February 1, 2005 and January 2008. The parties agree, that upon execution of this Agreement, this Agreement shall be the only agreement between the parties and any disputes, etc. which may arise between the parties shall be determined based upon the language and content of this Agreement, it being understood and agreed that the prior agreements have been superseded, in their entirety, by the execution of this Agreement. It is agreed by the parties hereto that all existing benefits and practices previously enjoyed by members of the Police Department, that are not modified by this Agreement, shall remain in full force and effect.

IV-DEFINITIONS

RECRUIT- An officer who has satisfactorily completed less than one year of service to the Township

ONE-YEAR OFFICER- An officer who has satisfactorily completed one year but less than two years of service to the Township

TWO-YEAR OFFICER- An officer who has satisfactorily completed two years but less than three years of service to the Township

THREE-YEAR OFFICER- An officer who has satisfactorily completed three years but less than four years of service to the Township

FOUR-YEAR OFFICER- An officer who has satisfactorily completed four years but less than five years of service to the Township

PATROL OFFICER- An officer who has satisfactorily completed more than five years of service to the Township

STRAIGHT TIME- The rate of pay on an hourly basis that is paid to a police officer under and pursuant to the terms and conditions of this contract. The rate of pay per hour is determined by taking the yearly salary and dividing by 2,080, which represents forty (40) hours per work week times fifty-two (52) weeks. The calculation will determine a straight time rate of pay for a police officer.

OVERTIME- The overtime rate is determined by calculating the base yearly salary of the officer and adding thereto the longevity pay, holiday pay, and command bonus which is paid to officers of the Department pursuant to the terms and conditions of this Agreement. This calculation is then divided by 2,080, which represents forty (40) hours per work week times fifty two (52) weeks then multiplied by 1.5. This calculation will determine the officer's overtime rate. It is understood and agreed that the command bonus will be factored into the overtime rate for sergeants only and not for all officers in the Department.

KELLY TIME- During a 12 hour work schedule officers are required to work eighty four (84) hours in a two week pay period. Officers will be compensated four (4) hours to be used as Kelly time.

SUBPOENA- The word subpoena shall include, in addition to the normal and customary formal subpoena, the receipt of a witness slip, the receipt of an oral directive from an attorney associated with the District Attorney's Office directing the officer appear, or an Order of the police Chief of Doylestown Township to appear at a hearing.

ON CALL- On call shall mean being placed on call by the authorized representative of the District Attorney's Office, the Doylestown Township Police Chief, or the Township Solicitor for any proceedings wherein the officer has received a subpoena or other directive to appear.

RETIREMENT- All fulltime Police officers shall be eligible to retire from the Police Department upon the completion of twenty-five (25) years of service and the Police officer attaining fifty (50) years of age.

GRIEVANCE- Any dispute concerning the interpretation or application of any of the terms or conditions of this Agreement and/or any dispute concerning the imposition of suspension, demotion or discharge.

DROP PROGRAM-Deferred Retirement Option Plan

DROP ACCOUNT - Separate account created to accept DROP participants' monthly pension check while a DROP participant.

V- BASE SALARY

Officers hired prior to December 21, 2011 the following salaries shall be in effect for the stated classifications for the respective years of 2015, 2016, 2017 and 2018 as follows:

	2015	2016	2017	2018
Patrol	84,432.12	87,387.25	90,445.80	93,611.40
Corporal	87,617.80	90,684.42	93,858.38	97,143.42
Sgt	91,413.69	94,613.17	97,924.63	101,352.00

Officers hired after December 21, 2011 the following salaries shall be in effect for the stated classifications for the respective years of 2015, 2016, 2017, and 2018, as follows:

Less than one (1) year of service-	65% of the Patrol Officer Salary
Upon completion of 1 year of service-	70% of the Patrol Officer Salary
Upon completion of 2 years of service-	80% of the Patrol Officer Salary
Upon completion of 3 years of service-	90% of the Patrol Officer Salary
Upon completion of 4 years of service-	95% of the Patrol Officer Salary
Upon completion of 5 years of service-	100% of the Patrol Officer Salary

If an officer with less than 5 years of service is promoted to the rank of Corporal or Sergeant, the officer will receive the compensation associated with the new rank.

Upon attaining of the necessary years of service during the course of any calendar year, the officer shall be entitled to the pay increase as soon as he or she has reached the necessary longevity to qualify for the higher step in the salary scale. If the increase in service results in an increase in pay for that officer, then the increase shall be from that point to the end of the year with a weekly salary being equivalent to the weekly salary of the schedule but the yearly salary will be a mix of the two salary scales because of the change in status during the calendar year.

The aforementioned salaries shall be paid biweekly. The salaries as set forth in the schedule shall be divided by twenty-six (26) weeks to arrive at a biweekly salary. Compensation shall be paid on a biweekly basis with the understanding that an officer's compensation shall not be adversely affected by the biweekly payroll system.

VI- ACTING RANK

If a Sergeant is not available to work for more than 7 consecutive work days an Officer In Charge (OIC) will be selected. The Chief of Police will select an officer from that squad to be designated the Officer In Charge (OIC). An officer who serves in the position of an Officer In Charge (OIC) will be paid the salary identified for that position of higher rank for each hour worked.

VII- LONGEVITY

Each officer, corporal and sergeant shall receive a longevity incentive payment in the amount equal to One Hundred and Fifty (\$150.00) Dollars for each year of completed service to the Township. The longevity incentive payment is to be paid on the officer's anniversary date. The incentive is designed to foster continuity of service for Township employees and to encourage the development of a professional police department in the Township.

If an officer leaves service after reaching retirement, as defined by this contract, the officer shall be entitled to a prorated Longevity incentive payment.

VIII - COMMAND BONUS

Each sergeant shall receive a command bonus of Eight Hundred (\$800.00) Dollars annually. The command bonus shall be paid as a second payroll check received in the month of January. The bonus shall be a flat annual payment of \$800.00 notwithstanding how many years of service the sergeant may have provided to the Township either as a patrol officer and or as a sergeant.

IX - SCHEDULE/OVERTIME

The work schedule for the patrol division will be a 12 hour work day/28 day work rotation. The schedule will be set by January 1 of each calendar year. The schedule may be modified due to extenuating circumstances, training assignments as stated in Section XXVII of this agreement, with 90 days notice to the officer(s), or with the affected officer's approval.

M 0700-1900	T 0700-1900	W Off	Th Off	Fri 0700-1900	Sat 0700-1900	Sun 0700-1900
M Off	T Off	W 0700-1900	Th 0700-1900	Fri Off	Sat Off	Sun Off

M 1900-0700	T 1900-0700	W Off	Th Off	Fri 1900-0700	Sat 1900-0700	Sun 1900-0700
M Off	T Off	W 1900-0700	Th 1900-0700	Fri Off	Sat Off	Sun Off

Officers may not work more than 12 hours in a row without approval from the Chief of Police. Due to the 12 hour schedule officers are scheduled to work 84 hours in a two week pay period. It is understood and agreed by both parties that officers will be compensated four hours of Kelly Time during this two week pay period. Overtime will be considered hours worked over 84 hours in a two week pay period. Furthermore, it is agreed that the overtime rate is to be paid for all hours worked on a scheduled time off, with a two (2) hour minimum, unless the time is scheduled to start within one (1) hour of the scheduled start of or completion of an officer's work shift, in which case the officer shall receive the overtime rate for one hour.

It is understood that the current work schedule for the detective division is an eight (8) hour work day, 40 hour work week. Overtime for the officers assigned to the detective division will be paid for actual hours worked over eight (8) hours in a twenty-four (24) hour scheduled work day or over forty (40) hours in a scheduled work week. Furthermore, it is agreed that the overtime rate is to be paid for all hours worked on a scheduled time off, with a two (2) hour minimum, unless the time is scheduled to start within one (1) hour of the scheduled start of or completion of an officer's work shift, in which case the officer shall receive the overtime rate for one hour.

Squads will be established by January 1 of each calendar year. Squads can only be changed for extenuating circumstances, with 90 days notice, or with the affected officer(s)'s approval.

X - COURT TIME

- A. DISTRICT COURT- If an officer is subpoenaed to appear at a proceeding in District Court and the court appearance does not fall on the regularly scheduled work shift, then the officer shall be compensated as follows:
 - 1. If the district court appearance is scheduled to start within one (1) hour of the scheduled start or completion of an officer's work shift, and is completed within that hour, the officer shall receive overtime for the one (1) hour.
 - 2. For all other district court appearances, the officer shall be compensated at the overtime rate per hour with a minimum of three (3) hours if an appearance is required.
- B. COMMON PLEAS OR OTHER SIMILAR COURT OF RECORD- If an officer is subpoenaed to appear at a proceeding in Common Pleas Court or other similar

court of record and the court appearance does not fall on the regularly scheduled work shift, then the officer shall be compensated as follows:

1. If the court appearance is scheduled to start within one (1) hour of the scheduled start or completion of an officer's work shift, and is completed within that hour, the officer shall receive overtime for the one (1) hour.
2. For all other court appearances, the officer shall be compensated at the overtime rate per hour with a minimum of four (4) hours if an appearance is required.

C. ON CALL

The Township and the police recognize that, from time to time, an officer may be placed on call for an appearance at the Court of Common Pleas of Bucks County or other court of record. With respect to being on call, the following shall apply:

1. If the officer is on call while working his regularly scheduled work shift, there shall be no additional compensation for being on call unless the on call status shall extend beyond his/her regular shift, then he/she shall be entitled to overtime until such time as his/her on call status shall terminate, which is understood and agreed to be no later than 5:00 p.m. on any given day.
2. If an officer is placed on call during a time when the officer is not scheduled to work, then the officer shall have the following choices:
 - a. Be compensated by being paid straight time for the time spent on call with a minimum of four (4) hours.
 - b. Accumulate Accrued Vacation Time (AVT) at the rate of one and one-half (1 ½) times per hour for the time spent on call with a minimum of six (6) hours of Accrued Vacation Time (AVT).
3. An officer may not accumulate more than seventy-two (72) hours of AVT in a calendar year. If an officer is placed on call after he/she accumulates more than seventy-two (72) hours of AVT and it's during a time when the officer is not scheduled to work then the officer shall be compensated as per subsection (a).
4. It is further understood and agreed that if the officer does accumulate the additional vacation, it shall be treated in the same fashion as vacation pursuant to the provisions of Article XI of this Agreement and any regulations that may exist in the Duty Manual with respect to the

scheduling of vacation. The Township agrees to maintain a separate vacation list for vacation days accrued pursuant to the provisions of this article. Vacation time as set forth is deemed to be working days off. Notwithstanding anything else set forth in this Article or in Article XI of the Agreement, it is understood and agreed that the officer may carryover 24 hours that are accrued vacation that arise from vacation earned pursuant to the provision of this Article.

5. If an officer is on call, he or she shall not be required to appear in the station unless he or she shall be working.
6. While on call, the officer shall provide notice to the Chief or his Designee as to his or her whereabouts if unavailable by phone for an appearance within one (1) hour notice.
7. If an officer is on call and then is required to appear for a court appearance, he or she shall be entitled to a four (4) hour minimum which shall include any time spent on call, as well as the extent of any court appearance. It is understood and agreed that he or she shall then be paid the overtime rate for the period on call to the conclusion of the court appearance provided he or she is not working his or her regularly scheduled work shift as set forth in subparagraph 1 of this section.
8. It is understood and agreed that the schedules may not be modified solely for the purpose of eliminating on call for an officer.
9. There shall be no on call compensation for District Court unless an on call policy is established by either the district magisterial justice or the Doylestown Township Police Department, at which time the parties hereto agree that the issue of on call time for District Court will be negotiated subsequently by the parties.
10. Five Day Rule: If any Common Pleas Court case is disposed of in any manner more than 5 days prior to the scheduled court date, no compensation shall be received.
 - a. Required to appear- If an officer receives an official court notice requiring their appearance for court the officer will not solicit to have his/her status changed in any manner
 - b. Change of Status-If an officer receives an unsolicited change of status informing them of a continuance, guilty plea, or ARD in

the form of an email, court notice, or other form of written notice either from the District Attorney's Office or the police department staff the date of the notification was sent shall be considered the date the notification was received. The officer will immediately forward the correspondence to the Lieutenant.

- c. Notice of a Continuance with less than five days the Officer will have the following options
 - 1. Affiant-Receive 4 hours straight time or receive 6 hours AVT
 - 2. On Call-Receive 4 hours of straight time or receive 6 hours of AVT
- d. Notice of a Guilty Plea/ARD with less than 5 days notice the officer will have the following options
 - 1. Affiant-Appear and receive 4 hours overtime or not appear and receive 4 hours straight time or not appear and receive 6 hours AVT.
 - 2. On Call-Receive 6 hours AVT

XI- VACATION

Less than one year (1) of service	24 hours –pro rata
More than one (1)year of service but less than two (2) years of service	60 hours
More than two (2) years of service but less than five (5) years of service	120 hours
More than five (5) years of service but less than nine (9) years of service	156 hours
More than Nine (9) years of service but less than (20) years of service	204 hours
More than (20) years of service	240 hours

It is understood and agreed that the calculation of vacation shall be based on the number of years or partial years of service as of January 1 of each year and all regard to anniversary dates with respect to vacation shall be eliminated.

Approval of vacation schedules shall be subject to the approval of the Chief of Police. The following method of scheduling vacations shall be used if it does not impair service to the community.

All Police Officers shall be allowed to take vacation at time most desired by the individual Police Officer, at any time or times during the calendar year. Any Police Officer may take vacation one day at a time, or five days at a time, or ten days at a time, or any combination of days, but, an officer may not take any more than ten (10) working days of vacation in a row unless, the vacation schedule encompassing same shall be specifically approved by the Chief of Police, whose decision shall be final and not subject to further review.

1. The Chief of Police shall post on a bulletin board within the police station during the first week of the calendar year a vacation list. This list shall show each police officer's name in the order of seniority and the number of days of vacation entitled to each police officer's.

2. Upon posting of this list, each police officer's shall have the opportunity to select vacation in accordance with the seniority rule and enter on the list the vacation selected. In fairness to all policemen, this selection should be done as soon as possible but no later than April 30th of the calendar year after which the seniority rule shall no longer apply and vacation may then be selected on a first come first served basis.

3. In the event a police officer's changes his or her selection, he or she may then take vacation at another time or times not reserved by any other police officer's and will not be allowed to exercise seniority to obtain the desired time or times.

4. Any request for vacation prior to April 30th of the calendar year shall be made in writing to the Chief of Police and posted with the aforementioned vacation list. In the event there are no objections within ten (10) days from any police officer's with higher seniority, than the Chief of Police shall grant the request.

5. Sixty (60) hours of vacation time may be carried over from one year to the next, but it shall not be cumulative.

6. Vacation time off must be used in 4 hour blocks.

7. If an officer leaves service prior to reaching retirement, as defined by this contract, the yearly vacation shall be prorated. If an officer leaves service after reaching retirement, as defined by this contract, the officer will be entitled to all his/her vacation leave.

8. If an officer elects not to take vacation, or to carry forward vacation, he/she may elect to be paid straight time for any unused vacation at the end of a given year. The

payment for the unused vacation that is not carried forward by the officer shall be paid to the officer within thirty (30) days of the close of the calendar year when the vacation is accrued.

XII- KELLY TIME

1. Any officer working the twelve (12) hour shift shall receive four (4) hours of time off each two week pay period
2. Officer may bank hours but must adhere to the following schedule
 - a) On June 1 of each calendar year an officer's Kelly Time bank must not be greater than (72) hours. Any hours in excess will be eliminated without compensation.
 - b) On September 1 of each calendar year an officer's Kelly Time bank must not be greater than (50) hours. Any hours in excess will be eliminated without compensation.
 - c) An officer may carryover a maximum of (36) hours of Kelly Time to the following year. Any hours in excess will be eliminated without compensation.
3. If an officer is out of work due to an injury or illness for 10 or more consecutive work days, causing the officer's Kelly Time Bank to be over the maximum bank hours noted above, XII (2), upon return to duty the officer shall have 90 days to be in compliance with the maximum bank hours. After the 90 day period any hours not in compliance shall be forfeited without any compensation.
4. Kelly Time shall not cause overtime.
5. Kelly Time must be used in 4 hour blocks. A maximum of 60 hours may be used in less than 4 hour blocks per calendar year.
6. Kelly Time may not be earned under the following circumstances:
 - a) Any officer working a twelve hour shift who is out sick for one or more full pay periods shall not earn 4 hours of Kelly time but shall only be required to use 80 hours of sick time during that pay period.
 - b) Any officer working a twelve hour shift who is on short term disability for more than a two week pay period shall not earn Kelly Time during the period he or she is on short term disability.
 - c) Any officer working a twelve hour shift who is on IOD (injured on duty) shall not earn Kelly Time during the period of disability.

XIII- PERSONAL DAYS

All officers shall receive fifty-four (54) hours of personal time off which must be used in 4 hour blocks. Personal time will be granted unless exigent circumstances exist. Personal hours are non-cumulative and request shall be honored except in case of emergency, as may be determined by the Chief of Police. Officers hired during any calendar year, it is understood and agreed that personal hours shall be allocated as follows:

Hired before March 1	Fifty-four (54) personal hours
Hired between March 1 and May 1	Forty –five (45) personal hours
Hired between May 2 and September 1	Thirty-six (36) personal hours
Hired between September 2 and October 1	Twenty-seven (27) personal hours
Hired after October 1	Zero (0) personal hours

XIV- SICK LEAVE

Less than One Year of Service	18 hours
Less than Two Years of Service but More that One Year of Service	63 hours
Less than Three Years of Service but More than Two years of Service	108 hours
Three or more years of Service	180 hours

1. If an officer is out three (3) or more days due to illness, the Township shall require a doctor's certificate or other competent medical proof of their illness or injury. Without such a certificate, an officer may not be paid sick pay for sick leave beyond three (3) days. Sick leave as set forth is deemed to be working days off.
2. In the event that a member of an officer's immediate family experiences a medical emergency or an unforeseen medical event requiring in-patient or out-patient hospital care, the officer shall be entitled to use two (2) days of sick leave, if available, to attend to the family's needs. For the purpose of this Article, a member of the officer's immediate family shall include spouse, children, step-children, or parents.
3. In the event the child of an officer experiences an illness, the officer may be entitled to take time off, but said time off shall be charged to the Personal Time Off pursuant to Article XIII of this agreement.

4. Sick leave may be accumulated with no cap. Upon an officer's retirement the Township will purchase a maximum of 1280 hours of unused sick time at a rate of fifty percent (50%) of the hours accumulated, (1280 hours x 50%= 640 hours of pay). For the purpose of this Article, Retirement shall be defined as being eligible to retire and receive benefits from the Police Pension Plan in effect in the Township as of that date.

XV - HOLIDAYS

The Township will recognize the following days as holidays and the police shall receive holiday pay for the following:

New Years Day	Martin Luther King Day
President's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Primary Election Day
General Election Day	Thanksgiving Day
Day after Thanksgiving Day	Christmas Day

Holiday pay will be paid at an officer's straight time rate x 112 hours in a lump sum no later than the first pay day in November. Police officers who work New Years Day, Independence Day, Labor Day, Thanksgiving Day, and or Christmas Day shall be paid overtime as defined above in addition to their regular holiday pay.

Holiday time starts at 12:00 a.m. (0000 hours) and expires at 11:59 p.m. (2359 hours).

XVI- FUNERAL LEAVE

In the event of the death of an officer's mother, father, sister, brother, husband, wife, child or grandparent, that officer shall receive four (4) days of funeral leave at the regular pay rate of the officer, and he or she shall be entitled to take three (3) additional days charged to sick leave. In the event of the death of an officer's mother-in-law, father-in-law, sister-in-law or brother-in-law, that officer shall be entitled to take four (4) days of funeral leave at the regular rate of pay of the officer.

XVI I- JURY DUTY

An officer will earn regular pay for jury service for actual days spent, up to ten days, less any amount received from court as payment for their service.

XVIII- UNIFORM ALLOWANCE

Cleaning allowance shall be Seven Hundred Twenty-Five (\$725.00) Dollars for each calendar year of this Contract. Payment of the sums due hereunder shall be made prior to April 30, 2015, April 30, 2016, April 30, 2017, and April 30, 2018. No boot and/or shoe allowance shall be provided.

In lieu of the cleaning allowance as provided for in this Article, Detectives shall be entitled to a clothing allowance of One Thousand One Hundred (\$ 1,100.00) Dollars per year for each year of the Contract which said payment shall be made in the same fashion as payment to uniformed officers as set forth previously in this Article.

XIX- PHYSICAL FITNESS REIMBURSEMENT

The parties recognize that a physically fit police department serves the public interest. The Township agrees that it will participate in a program designed to encourage the physical fitness of its Officers. The program shall be such that if a Police Officer desires to join a health club, YMCA, recognized karate club, or other appropriate facility, they may do so, and if, the facility provides written confirmation of the Officer's attendance at that facility, the Township will reimburse the Officer for that expense consistent with the following guidelines:

1. The Officer must "average" at least six (6) visits to the facility per month during a calendar year period
2. The facility wherein the Officer desires to join for physical fitness purposes must provide a verifiable system to confirm the attendance of the Police Officer at the physical fitness facility.
3. The membership fee for the approved facility shall be advanced to the Officer as a loan and if officer shall fail to meet the criteria as set in this Article, then the Officer shall be obligated to reimburse the Township for the full cost of the fitness program which said reimbursement shall take the form of a deduction in the longevity pay to the officer, the command bonus to the Officer, or the holiday pay as the Township shall see fit.
4. The facility shall be approved by the Chief of Police but it is acknowledged that a health club, YMCA and/or a recognized karate club shall qualify provided that all the other

criteria as set forth in this Article shall be met by the proposed facility.

5. If the Officer successfully participates in the fitness program by becoming a member of a fitness facility and complies with the criteria as set forth herein, the Officer shall not be required to reimburse the money to the Township and it shall be considered a reimbursement for an expenditure made, except, however, this sum shall not be considered as additional compensation to determine pension benefits; and
6. The maximum reimbursement to an Officer for a calendar year shall be Four Hundred (\$400.00) Dollars.

XX- POST-SECONDARY EDUCATION- TUITION REIMBURSEMENT

The parties recognized that it is in the best interest of the parties and the public that police officers improve their education by taking courses at institutions of higher learning. In furtherance thereof, the Township agrees that it will reimburse each officer the cost of tuition not to exceed a dollar amount equal to twelve (12) credit hours per calendar year at the current rate charged by Delaware Valley University which said reimbursement shall be for each year of the Contract but not to exceed the cap in any individual year:

1. The Officer shall have obtained a grade of at least C and the reimbursement will not be made until such time as proof of the successful completion of the course has been provided to the Chief of Police;
2. The institution of higher learning where the officer seeks to attend class shall be approved by the Chief of Police whose approval shall be routinely given if the institution of higher learning is an accredited institution by the Middle States Accreditation Committee;
3. No reimbursement shall be provided for any course of study beyond a Master's Degree;
4. The amount of reimbursement shall be limited to the payment of the cost per credit hour charged by Delaware Valley University for each year of the Contract. Any additional cost per credit hour in excess of the cost per credit hour charged by Delaware Valley University shall be borne by the officer; and
5. The Officer may carryover all or any part of the twelve (12) credit hours of higher education per calendar year to the following year.
6. Reimbursements provided to the Officer, as set forth in this Article, shall be made within thirty (30) days after receipt of the proof of successful passage of the course and upon delivery to the Chief of Police of a receipt evidencing the amount of payment made by the Officer to complete the course. Audited courses will not be eligible for reimbursement. It is clear, however, that no moneys are paid if the terms of this paragraph are not satisfied.

XXI- MEDICAL/DENTAL PLANS

Police may participate in the dental, vision and health and related benefits plans, all of which are described in the attached Exhibit "A" and incorporated by reference. In addition, inasmuch as the health insurance plan attached and incorporated in this Agreement provides for a co-pay for outpatient x-ray radiology, MRI, etc., the Township agrees to reimburse the officer for any co-pays in excess of Ten Dollars (\$10.00) per utilization, which said reimbursement shall be made upon submission of the receipt by the officer and shall be reimbursed in accordance with the Township's normal practices. It is understood and agreed that the Township will pay the total cost to provide the PPO and HMO coverage for the officer and his or her dependents, as well as a prescription drug coverage referred to previously in this Article.

If the Township elects to make a change in the benefits to be conferred pursuant to this Article, then the Township agrees to secure the approval of the Police Department Bargaining Unit, except it is understood and agreed that the consent of the Police Department Bargaining Unit will not be unreasonably withheld, provided the benefits are comparable.

In addition, upon the signing of this contract commencing January 1, 2015 the Police Bargaining Unit agrees to contribute 1% of the health plan premium cost. The Township agrees to continue contributions into a Health Reimbursement Arrangement (HRA) in accordance with Section 213(d) of the Internal Revenue Code. The HRA shall be in the amount of \$600 for singles, and \$800 for all others per calendar year credited as of January 1, of that year. Amounts remaining after reimbursement in a calendar year shall roll over into the following calendar year. Upon separation of service, employer credit to the HRA shall cease, but accumulated, unused credits shall remain available for reimbursement thereafter.

The Township also agrees to establish an "OPT-OUT" provision which allows any officer to participate as long as they are eligible to be insured by their spouse. If an officer opts out of the Township Medical Plan that officer shall receive a payment of Five Thousand (\$5,000) per year.

If an officer is employed by the Township and either the Officer or his/her spouse becomes Medicare eligible, that employee/spouse shall be required to apply for Medicare benefits. The Township shall then be required to pay a "65 Special" Policy, to the officer and and/or his/her spouse consistent with the existing healthcare provided to the Officers not eligible for Medicare benefits.

XXII – LIFE INSURANCE

The Township agrees to provide life insurance in the amount of One Hundred Thousand (\$100,000) Dollars providing the officer is insurable at regular and normal rates. The insurance shall not accumulate any cash value. In addition, the policy shall provide a One Hundred and Fifty Thousand (\$150,000) Dollars benefit for accidental death and double indemnity provision if the officer is killed in the line of duty which would therefore pay to his designated beneficiary the sum of Two Hundred Thousand (\$200,000) Dollars. If an officer becomes uninsurable at regular and normal rates, the annual premium amount applicable to said officer, at regular and normal rates, shall be utilized to purchase continuing insurance in lesser amounts to the extent of said premium value.

XXIII- SHORT TERM DISABILITY

The Township shall provide, at its sole cost and expense, short term disability coverage. The short term disability policy shall provide for a thirty (30) day waiting period and shall be fixed at the amount of Sixty-six and two-thirds percent (66-2/3%) of the pre-disability base compensation with a cap of One Thousand (\$1,000.00) Dollars per week. The duration of the short term disability payments shall be one (1) year and the standard for the disability coverage shall be inability to engage in the officer's normal job duties.

XXIV- INJURED ON DUTY

The Township will continue to provide coverage (equal to coverage provided under Township-Police contract for year 1984), under its Municipal Liability Policy under the Act of June 28, 1935 P.L., 477, as long as such insurance may be obtained. Said coverage to be subject to the standard exclusions in said policy. It is understood and agreed by the parties hereto that the Police do not waive any benefits provided under the Heart and Lung Act, or any other Act or benefit provided to them by law, which would have been payable by the Township had there been no insurance.

XXV - DISABILITY

The parties agree that for the purpose of determining whether an officer is disabled from further service to the Township, that the parties shall agree that disability shall be defined as a work related disability affecting the officer's ability to continue in service which renders the officer incapable of performing his or her normal duties on a permanent basis, at which time, the officer

related disability affecting the officer's ability to continue in service which renders the officer incapable of performing his or her normal duties on a permanent basis, at which time, the officer shall be considered permanently disabled and shall be entitled to an honorable discharge from the Department.

XXVI- LIABILITY INSURANCE COVERAGE

The Township will agree to provide liability insurance in the amount of ten (10) Million (\$10,000,000.00) Dollar policy which shall cover employees who act in the scope of their employment or in good faith reasonably believed that such act was, within the scope of his office or duties.

XXVII- REQUIRED TRAINING

The Township shall provide required training for each officer to maintain current certification under the "Good Samaritan Act" (42 P .S. Section 8332). Each officer shall annually be provided with required training for firearms qualification as prescribed by the Municipal Police Officers Training Act.

In addition to the above, each officer shall be provided with the necessary training in any area which from time to time may become required by law.

If an officer incurs any expenses in connection with training such as car expenses, meals, and so forth, the officer shall be reimbursed for out-of-pocket expenses not to exceed the current meal allowance and shall be reimbursed for mileage expenses in accordance with the regulations of the Internal Revenue Service estimating the mileage expenses for the year preceding the year in which the expenses were incurred.

Scheduling Required Training- Required Training will be posted by January 1 of the calendar year. Training posted after January 1 will provide at least 60 days notice. The Chief will attempt to schedule two consecutive days off during the week an officer attends training. If the Chief is unable to schedule two consecutive days off during the week of training, the Officer shall pick the 2nd day off within the two week pay period. The Officer's selection shall not cause overtime. Any training that requires an overnight accommodation, a day of training will be considered one 12 hour shift. Officers will not be required to use time off to equal a 12 hour work day but the officer will not be able to submit any overtime or travel time compensation.

XXVIII- POLICE EDUCATION

1. Each officer shall have the right to attend up to forty (40) hours per year of educational courses and each officer shall have an annual educational allotment of Five Hundred (\$500.00) Dollars to be used for tuition, supplies, travel, rooms, meals or other expenses that are directly related to educational courses.
2. The Chief of Police shall maintain and post a list of approved courses. In addition, requests for approval of courses not on the list shall be acted on within seven (7) days of the date on which a written request for approval is given to the Chief of Police. All requests for courses must be made at least sixty (60) days prior to the course commencement date; unless the Chief of Police may otherwise determine that it is reasonable to honor the request.
3. Educational hours and the educational allotment as set forth in this article may be accumulated for a period of two (2) years - (i.e., eighty (80) hours and One Thousand (\$1,000.00) Dollars). Officers shall be entitled to request pre-course expense advances up to the balance remaining in their educational allotment, but the payments on said advances shall be made for tuition and other expenses associated with enrollment.
4. Vouchers for expenses incurred by an officer pursuant to this article shall be paid within five (5) days following the Board of Supervisors meeting where bills are approved following the submission of said voucher.
5. Mandated courses as provided by the Township shall not be considered as education, but shall be considered as training in accordance with the provisions of Article XXVII.
6. If the requested training effects the officer's regular scheduled days off, the Chief will attempt to schedule two consecutive days off during the week an officer attends training. If the Chief is unable to schedule two consecutive days off during the week of training, the Officer shall pick the 2nd day off within a two week pay period. The Officer's selection shall not cause overtime.
7. Any training that requires an overnight accommodation, a day of training will be considered one 12 hour shift. Officers will not be required to use time off to equal a 12 hour work day but the officer will not be able to submit any overtime or travel time compensation.

Notwithstanding anything to the contrary set forth in this Article, it is understood and agreed that the provisions related to hours for education and costs are to be viewed as a minimum guarantee. An officer may attend additional training, on his or her own time, or he or she may attend additional training subject to the approval of the Chief of Police, which will not be charged as

vacation or personal days to the officer, to the extent same is approved by the Chief of Police, and the training is an acceptable course under the provisions of this subparagraph.

XXIX-PHYSICAL/PSYCHOLOGICAL EXAMINATION

Each officer must pass a physical examination and psychological examination as a condition of initial employment. The officer must take an annual physical and psychological examination as a basis for continued employment. The Township shall pay the cost of same. Upon request, an officer shall be entitled to receive a copy of his/her report related to their psychological examination.

If the Township fails to provide for an annual physical within thirty (30) days after the end of any contract year, any officer may request a physical examination in writing and, if said physical is not provided within thirty (30) days of said notice, the officer may obtain a physical examination from a licensed medical doctor and submit the cost for same to the Township for payment. For the purposes of this Agreement, it is understood and agreed by the parties hereto that an annual physical shall include a medical history, examination of the eyes, ears, mouth, neck, chest, heart, rectum, abdomen, extremities and a neurological examination. The examination shall also include chest x-rays and an EKG with their appropriate interpretations. The parties agree that all testing by the physician shall be submitted to the officer's selected health insurance coverage. The Township agrees that the Township shall pay the co-pays and/or deductibles for the testing. The officer shall pay any additional testing requested by the officer above and beyond that which is contained within the definition of physical examination as set forth in this Agreement.

XXX-POLICE AFFAIRS COMMITTEE

The parties hereto recognize that from time to time there will be issues arising in connection with this Agreement and in connection with the general operation of the Police Department that can best be resolved through discussion and conciliation. In keeping with that objective, the parties hereto agree to establish a Police Affairs Committee which shall consist of:

1. Director of Public Safety
2. President of the Police Benevolent Association
3. Chief of Police
4. Vice President of the Police Benevolent Association
5. Two at-large members of the Board of Supervisors of the Township of Doylestown appointed by the chairman of the Board in January of each year.

The representatives of the Police Benevolent Association are not bargaining representatives pursuant to this contract, but are merely members of the Police Affairs Committee.

The Police Affairs Committee shall meet on a semi-annual basis in March and September of each year, except when special meetings of the Police Affairs Committee may be called upon request of at least three (3) members of the Police Affairs Committee.

An agenda for meetings of the Police Affairs Committee shall be unlimited and an agenda shall be prepared for each meeting, based solely upon written requests submitted by any member of the Committee to the Director of Public Safety at least fourteen (14) days prior to a regularly scheduled meeting. The agenda for the meeting shall be limited to those matters submitted to the Director of Public Safety in written request form prior to the meeting. The agenda for a special meeting shall be limited to the item necessitating the special meeting of the Police Affairs Committee. The parties recognize that the Police Department functions with a chain of command and under and pursuant to the Manual of Rules and Regulations for the operation of the Police Department. It is, however, understood and agreed that issues related to the chain of command and Manual of Rules and Regulations are appropriate agenda items for the consideration of the Police Affairs Committee.

XXXI-GRIEVANCES AND ARBITRATION

A. A grievance shall be defined, for the purpose of this article, as any dispute concerning the interpretation or application of any of the terms or conditions of this Agreement.

B. Any grievance arising between the Township and the Police or between the Township and an Officer, shall be taken up in accordance with the following procedure:

1. Step One: No later than fifteen (15) calendar days following an event causing a grievance, the Police and/or officer shall advise the Chief of Police in writing concerning his or her alleged grievance.

The Chief of Police shall render a written decision within five (5) days following the filing of the grievance unless the period for responding to the grievance is extended by agreement of the grievant.

2. Step Two: In the event that the grievance is not satisfactorily resolved by the Chief of Police in Step One, then the grievance shall be presented by the Police and/or officer, in writing, to the director of Public Safety within seven (7) days of

the rendering of the written decision by the Chief of Police. The Director of Public Safety shall provide notice of the grievance to the other members of the Board of Supervisors and the Director of Public Safety shall thereafter render a decision in writing within fifteen (15) calendar days after submission of the grievance.

3. Step Three: In the event that Step One or Step Two have failed to resolve the grievance, then the Police and/or officer shall be entitled to use such remedies as may be available to them as if the grievance procedure did not exist. Nothing in this article shall be construed to limit any recourse that may be available through the courts or any other agency that has jurisdiction or authority herein to decide such matters.

- C In the event the grievance relates to matters which are the subject of the Police Tenure Act or the Heart and Lung Act, it is understood and agreed that the decision following Step II shall be appealed to the full Board of Supervisors who shall conduct such hearing as are required by the Police Tenure Act and/or the Heart and Lung Act. Following such decision, the Police and/or Officer shall be entitled to appeal such decision to the Court of Common Pleas of Bucks County, Pennsylvania. The officer, Police and the Township shall retain any and all appellant rights they may have following any decisions made by the Court of Common Pleas of Bucks County, Pennsylvania.

Effective upon the issuance of the Arbitration Award dated December 21, 2011 this article shall be amended to add a paragraph D setting forth that suspension, demotion, and discharge shall be subject to grievance arbitration.

D.

1. Grievances subject to grievance arbitration shall be solely defined for the purposes of this article as any dispute concerning the imposition for suspension, demotion or discharge.

The filing of suspension, demotion, or discharge grievance by either a police officer or the Association constitutes a waiver of the right to pursue a local agency hearing and the request for a local agency hearing constitutes the waiver of the right to pursue grievance arbitration regarding the same matter.

2. Any suspension, demotion or discharge grievance arising between the Township and the Police Benevolent Association and/or the Township and an officer shall be in accordance with the following procedure:

STEP 1: If an officer or the PBA has any complaint alleging a grievance, as defined above, such officer and/or the PBA shall present the same in writing to the Chief of Police within 15 days of the initial occurrence. The Chief of Police shall render a written decision within five (5) days following the filing of the grievance. The parties may extend the times set forth in this provision by agreeing in writing to do so. If there is no response to a grievance within the specified time period, the grievance shall be deemed to be denied and may be moved to the next step of the grievance process.

STEP 2: If a grievance is not resolved within the time period specified in Step 1, the officer and/or PBA may present the grievance in writing to the Public Safety Director within seven (7) days of the date of the Step 1 response or of the Step 1 response being due. The Director of Public Safety shall provide notice of the grievance to the other members of the Board of Supervisors. The Director of Public Safety shall render a written decision within fifteen (15) days following the submission of the grievance. The parties may extend the times set forth in this provision by agreeing in writing to do so. If there is no response to a grievance within the specified time period, the grievance shall be deemed to be denied and may be moved to the next step of the grievance process.

STEP 3: Should the dispute remain unresolved, the PBA may request in writing that the matter be submitted to arbitration in accordance with the Voluntary Rules of the American Arbitration Association. Such request shall be submitted to the American Arbitration Association within 15 days of the Step 2 response or of the Step 2 response being due.

The arbitrator shall neither add to, subtract from, or modify the provisions of the Agreement or arbitration awards. The arbitrator shall confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted.

The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall be requested to issue a decision within 30 days after the hearing or receipt of transcript of the hearing. All fees and expenses of arbitrator shall be shared equally by the parties.

XXXII- RECKONING PERIOD

Periodically, an officer may be subject to different types of discipline. Much of that discipline is discussed in this CBA under Article XXXI, Grievance and Arbitration. The reckoning period will apply directly to any written reprimand received by any officer for any reason whatsoever.

The parties agree that when an officer receives a written reprimand, it shall remain in his personnel file for six (6) consecutive months. At the conclusion of the six (6) month period, (reckoning period) the Chief of Police would agree to remove this written reprimand from that officer's file. The removal of this reprimand shall be permanent in nature unless, a similar infraction occurs. That is, an officer is chronically, "late to work", "insubordinate", or some other offense that would require a written reprimand.

The parties agree and the PBA understands that written reprimands previously removed may be used to apply additional discipline for similar offenses.

Once a written reprimand is removed under this provision, it shall be considered permanently removed five (5) years after the date of the original written reprimand.

XXXIII-DEFERRED COMPENSATION PLAN

The Township agrees to provide a \$1.00 for \$1.00 match on the first five percent (5%) of each officer's contribution to the Township's deferred compensation plan which it has established for employees.

XXXIV- POST-RETIREMENT BENEFITS

Medical Benefits. The Township agrees that to the extent a retiring police officer may wish to continue to remain as a member of the Township group for medical insurance purposes, he or she may do so but all costs associated with their continued coverage shall be borne by the Officer. It is understood and agreed that the Officer's right to continue to receive benefits, at their sole cost

and expense, shall extend to all benefits presently being received by the Officer if those benefits can be afforded to the Officer after their retirement. For the purposes of this Agreement, retirement shall mean retirement in accordance with the provisions of the then current police pension plan of the Township. In the event the Officer shall fail and refuse to make the necessary payment, the Township shall be authorized to terminate that Officer's coverage after an invoice is unpaid for a period of thirty (30) days after billing.

The Township agrees to participate in the Post-Employment Health Plan ("PEHP") for collectively bargained uniformed public employees ("Plan") and the Trust for the Post-Employment Health Plan for collectively bargained uniformed public employees ("Trust"), in accordance with the terms and conditions of the Township's Participation Agreement for the Plan, a copy of which is attached to this Agreement. The parties hereto designate Public Employees Benefits Services Corporation, Inc., a Delaware corporation as the administrator of the plan, and LaSalle National Bank as Trustee of the Plan, all of which shall be in accordance with the Trust Agreement attached hereto as an Exhibit and incorporated by reference. The Township's participation in the Plan and the Trust is conditioned upon certain representations made by the Plan Administrator and the Plan qualifies as a Voluntarily Employees Beneficiary Association ("VEBA") under Section 501 (c)(9) of the Internal Revenue Code of 1986, as amended ("Code") and that upon completion of the Participation Agreement, the Township qualifies under the terms of the Plan as an Employer. The Township agrees to contribute to the Plan on behalf of the members of the Association the amount of Two Percent (2.0 %) of the gross W-2 compensation paid to each member of the Association for the term of this contract which said sum shall be paid in accordance with the Employer Participation Agreement referred to previously. The Township shall have no responsibility for the management or administration of the fund as the Township's sole responsibility is to make the annual contribution. It is understood and agreed that the Township payment shall be due on or before May 1 of each year and shall be based solely on the gross compensation payable to Officers in the preceding calendar year.

Life Insurance. The Township agrees to provide a \$10,000 term life insurance policy for any officer that retires on or after his/her normal retirement date which said life insurance shall be continued for a period of five (5) years from the effective date of their retirement. All costs associated with the \$10,000 term life insurance policy shall be borne by the Township but it is understood and agreed that the Township shall have no obligation for any additional life insurance beyond the five (5) year period.

XXXV-PENSION PLAN

Effective January 1, 2012, Officers shall contribute five (5%) of compensation to the Police Pension Plan, which said Officer's contribution shall be made as long as the Township has to contribute any funds to the Police Pension Fund. Officer contributions can be reduced or eliminated based on an actuarial study so long as the Township does not have to make any contribution to the pension plan. Furthermore, the Township agrees to participate with the PBA in an actuarial study of the Police Pension Plan, the cost of which shall be borne as an administrative expense of the Pension Plan, to determine if any lawful benefits can be provided to the police or existing benefits can be improved provided however, that the Township shall have no obligation to agree to any changes in the Pension Plan to the extent that the cost of same will result in increased costs being imposed upon the Township as part of its annual contribution to the Police Pension Plan. Furthermore, the parties agree to modify the Pension Plan documents and Ordinance so as to comply with the findings of the Auditor General which are attached hereto as Exhibit B and incorporated by reference.

XXXVI- DROP PROGRAM

The Township has implemented a Deferred Retirement Option Program (DROP) following the approval of Statutory Authority to do so by the State Legislature specifically related to the establishment of a DROP Program by Second Class Townships or upon issuance of a non-appealable Appellate Court Decision of the Courts of the Commonwealth of Pennsylvania approving and authorizing the establishment of a DROP Program by Second Class Townships. The authority set forth within an Appellate Court Decision shall specifically relate to Second Class Townships.

The DROP Program shall be established in accordance with the following requirements:

1. **Eligibility.** Effective on the date of this Contract, members of the 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 25 years of credited service and attaining the age of 50.
2. **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, 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 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 Township Police Department effective on a specific date (the "resignation date"). In no event shall the resignation date be longer than forty-eight months (48) 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 prior to the previously selected resignation date, but the member is encouraged to provide as much notice as possible to the Township of the officer's election to accelerate his /her resignation date. Once a member terminates participation in the program, then the member is barred from any future participation in the program. 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.

3. **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.
4. **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 Doylestown 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.
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 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.
6. **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.

7. **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.
8. **Disability During DROP.** If an officer 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 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 Program, he shall upon termination receive the DROP payments that had accrued to the date of his honorable discharge.
9. **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.
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.
11. **Account Manager.** The Township will select an investment manager to administer the DROP accounts.
12. **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.

13. 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.
14. 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.

XXXVII-CHECK OFF

Check off to be paid in an amount, and to the payee, as designated by the Police in writing.

XXXVIII-PAYROLL

All officers shall remain on direct deposit.

XXXIX- HEIRS AND SUCCESSORS

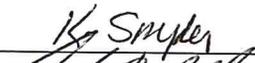
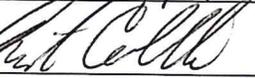
This Agreement shall be binding upon the parties hereto, their heirs and successors, executors, administrators and assigns.

XL-APPROVAL

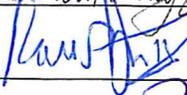
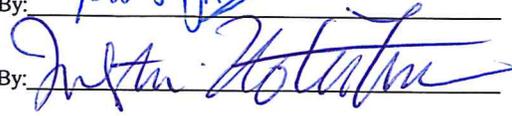
The Police, by their execution hereof, certify to the Township that a majority of the Police have approved the terms and conditions of this Agreement at a duly convened meeting prior to the

execution hereof. The Township certifies to the Police that the Township approved the terms and conditions of this Agreement at a meeting of the Board of Supervisors held on the 20th day of October 2015.

TOWNSHIP OF DOYLESTOWN

By: 
By: 
By: 
By: 

DOYLESTOWN TOWNSHIP POLICE

By: 
By: 
By: 
By: _____

Delaware Valley Health Trust

Doylestown Township

Effective through December 31, 2015

Current DVHT Plan - PPO \$15 primary, \$35 specialist, \$100 ER, Inpatient Hospitalization Copay, 70% out of network, with a \$10 generic/\$35 brand/\$50 non-formulary pharmacy

Proposed DVHT PPO \$25 primary, \$50 specialist, \$100 ER, 70% out of network, with a \$20 generic/\$40 brand/\$50 non-formulary pharmacy benefit

Benefits	In network		Out of network	
	None	\$1,000 single / \$3,000 family	N/A	\$2,000 individual / \$5,000 family
Deductible	None	\$1,000 single / \$3,000 family	N/A	\$2,000 individual / \$5,000 family
Out of pocket maximum*	\$5,000 single / \$12,700 family	\$6,000 single / \$18,000 family	\$6,350 individual/\$12,700 family	\$10,000 single / \$20,000 family
Primary Care Physician*	\$15 copay	70%, after deductible	\$25 copay	70%, after deductible
Specialist Office*	\$35 copay	70%, after deductible	\$50 copay	70%, after deductible
Routine GYN exam*	\$35 copay	70%, No deductible	\$50 copay	70%, No deductible
Pediatric immunizations*	office visit subject to copay	70%, No deductible	\$25 copay	70%, No deductible
Mammography (age 40 and over)*	\$35 copay	70%, No deductible	\$50 copay	70%, No deductible
Preventive Care*	\$0 copay	70%, No deductible	\$0 copay	70%, after deductible
Chiropractic Care	\$35 copay Up to 20 visits per calendar year. Visits combined in and out of network	70%, after deductible. Visits combined in and out of network	\$50 copay Up to 20 visits per calendar year. Combined in and out of network	70%, after deductible. Combined in and out of network
Outpatient surgery	100% no copay	70%, after deductible	\$50 copay	70%, after deductible
Hospitalization	\$100 copay per day, maximum of 5 days per admission	70%, after deductible	\$100 per day, maximum of 5 days per admission	70%, after deductible
Outpatient lab/pathology	\$35 copay	70%, after deductible	\$50 copay	70%, after deductible
Outpatient x-ray/radiology	\$35 copay	70%, after deductible	\$50 copay	70%, after deductible
Complex imaging MRI/MRA, CT/CTA Scan, PET Scan	\$70 copay	70%, after deductible	\$100 copay	70%, after deductible
Emergency Room Copay	\$100 copay, waived if admitted		\$100 copay	WAIVED if admitted
Urgent Care	\$35 copay	70%, after deductible	\$25 copay	70%, after deductible
Walk-in Clinic	\$35 copay	70%, after deductible	\$50 copay, first OB visit only	70%, after deductible
Maternity	\$35 copay first visit only. Inpatient hospitalization copay applies	70%, after deductible	Inpatient hospitalization copay applies	70%, after deductible
Physical/Occupational/Speech Therapy	\$35 copay	70%, after deductible	\$50 copay	70%, after deductible

Delaware Valley Health Trust

Doylstown Township

	Effective through December 31, 2015			
	Current DVHT Plan - PPO \$15 primary, \$35 specialist, \$100 ER, Inpatient Hospitalization Copay, 70% out of network, with a \$10 generic/\$35 brand/\$50 non-formulary pharmacy	Proposed DVHT PPO \$25 primary, \$50 specialist, \$100 ER, 70% out of network, with a \$20 generic/\$40 brand/\$60 non-formulary pharmacy benefit	In network	Out of network
Benefits				
Home Health Care	100%, no copay Up to 120 visits per calendar year. Visits combined in and out of network	100%, no copay	70%, after deductible Visits combined in and out of network	70%, after deductible
Hospice Care	100% no copay	100%, no copay	70%, after deductible	70%, after deductible
Skilled Nursing Facility	100% no copay	\$75 per day maximum of 5 days 120 days per calendar year Copay not waived if admitted from residential residential stay	70%, after deductible	70% after deductible
Mental Health Services	Inpatient 100%, no copay, Out patient \$35 copay	Inpatient hospitalization copay applies Outpatient \$50 copay	70%, after deductible	70%, after deductible
Substance Abuse	Inpatient 100% no copay, Out patient \$35 copay	Inpatient hospitalization copay applies Outpatient \$50 copay	70%, after deductible	70%, after deductible
Durable Medical Equipment	100% no copay	100%, no copay	70%, after deductible	70%, after deductible
Vision Exam Benefit	\$35 copay, every 24 months	\$50 copay, once every 24 months	70%, after deductible	70%, after deductible
Lens Reimbursement	\$150 every 24 months	Up to \$150 every 24 months	70%, after deductible	70%, after deductible
Prescription Drug Copay	\$10 generic/\$35 brand/\$50 non-formulary Up to a 34 day supply	\$20 generic/\$40 brand/\$60 non-formulary Up to a 30 day supply	70% of recognized charges	70% of recognized charges
Mail order copay	\$20 generic/\$70 brand/\$100 non-formulary Up to a 90 day supply	\$40 generic/\$80 brand/\$120 non-formulary Up to a 90 day supply	Not covered	Not covered
Oral contraceptives and injectables	Covered	Included	70% of recognized charges	70% of recognized charges

Delaware Valley Health Trust

Doylestown Township

Value-Added Benefits

<p>Health Club Membership Reimbursement</p>	<p>\$250 employee/\$250 spouse 100 visits per rolling calendar yr. This is a benefit through the Trust office</p>
<p>Employee Assistance Program</p>	<p>An employee Assistance Program offered through Human Management Services. This is a confidential, integrated counseling and referral service available to employees and eligible dependents.</p>
<p>Health Advocate</p>	<p>An innovative program designed to help employees and their families navigate the healthcare system. A Personal Health Advocate will assist with how to find the best doctors, getting help for elderly parents, obtain unbiased health information, and help with scheduling timely appointments.</p>
<p>Member Wellness Program</p>	<p>A voluntary, incentive paid, program sponsored by the Trust that focuses on 5 high-risk areas - high cholesterol, diabetes, hypertension, weight management, and smoking cessation.</p>
<p>Colonoscopy Incentive</p>	<p>The Delaware Valley Health Trust will pay an incentive of \$150 to covered members age 50 years and over (or age 40 and older with a family history of colorectal cancer) for completing a preventative colonoscopy.</p>
<p>Women's Health Initiative</p>	<p>DVHT provides cash incentives to eligible female participants who obtain preventative breast and cervical cancer screenings.</p>
<p>On-Site Biometric Screening</p>	<p>Confidential on-site medical screening designed to educate members on their personal health risk factors and to help them take the next steps towards proactive health management. Participants receive a personal wellness profile, lab profile, blood chemistry, and confidential post-screen consultation by a program nurse. Upon completion, participants are eligible to receive a \$50 incentive. This program requires a minimum of 35 participants.</p>
<p>Weight Watchers At Work Program</p>	<p>On-site weight education and management program offered during the lunch hour. Participants are reimbursed the registration fee after completing the 10-week program. This program requires a minimum of 20 participants.</p>
<p>COBRA Administration</p>	<p>As both a risk management and risk-avoiding measure, the Trust contracts with CONEXIS for comprehensive COBRA administration services. CONEXIS monitors DOL regulatory requirements, handles all employee notifications, tracks elections, and processes premium billing for all subscribers electing to continue Trust medical or dental benefits.</p>

V. WHO IS ELIGIBLE?

The employee, as well as his or her dependents (if dependent coverage is provided). Eligible dependents would include the spouse and unmarried dependent children up to age nineteen (19). Full-time students will be covered to the age specified by your current medical plan.

VI. WHAT VISION SERVICES AND MATERIALS ARE LIMITED OR NOT COVERED UNDER THIS PLAN?

EXTRA COST – This plan is designed to cover your visual needs rather than cosmetic materials. There will be extra cost involved if you select:

- a) Rimless frames
- b) A frame that costs more than the plan allowance
- c) Polycarbonate lenses (covered if under 19)
- d) Progressive or seamless multifocal lenses
- e) Elective contact lenses (in excess of the plan allowance)
- f) Tinted or coated lenses
- g) Photochromic lenses

NOT COVERED ITEMS – There are no benefits for professional services or materials connected with:

- a) Orthoptics or vision training, subnormal vision aids or non-prescription lenses.
- b) Lenses and frames furnished under this program which are then lost or broken. These will not be replaced unless you are eligible for frames or lenses at that time.
- c) Medical or surgical treatment of the eyes
- d) Two pairs of glasses in lieu of bifocals
- e) Services or materials provided as a result of any Workers' Compensation Law or similar legislation.
- f) Any eye examination required by an employer as a condition of employment; or any services or materials provided by any other vision care plan, or group benefit plan containing benefits for vision care.

IF YOU HAVE QUESTIONS ABOUT YOUR VISION CARE COVERAGE OR THE FILING OF YOUR CLAIM, PLEASE CONTACT THE CUSTOMER SERVICE DEPARTMENT AT:

1 - 800 - 432 - 4966

DOYLESTOWN TOWNSHIP

VBA #: 214

Group Vision
Care Plan



Vision Benefits
of America

Clearly Managed. Clearly Focused.

D

9/02/15.000

Vision Benefits of America maintains a network of more than 12,000 Participating Optometrists, Ophthalmologists and Retail Locations nationwide to provide professional vision care for persons covered under this plan. This concept assures that only the finest quality professional care and materials are provided to you.

I. WHAT ARE THE BENEFITS?

VISION EXAMINATION – A complete analysis of the eyes and related structures to determine the presence of vision problems.

★ **LENSES** – Your program provides the finest quality lenses fabricated to VBA's exacting standards. A VBA participating provider will order the proper lenses and verify the accuracy when finished.

★ **FRAMES** – The plan offers a wide selection of frames; however, if you select a frame which costs more than the amount allowed by your plan, you will be responsible for any additional charges.

- OR -

★ **CONTACTS SELECTED IN LIEU OF GLASSES** – When contact lenses are selected in lieu of glasses, they are considered cosmetic in nature. Your plan will provide an allowance of up to \$100 toward their cost. **This is in lieu of all benefits for the benefit period. You will not receive any additional monies for contact lenses and/or contact lens exam costs that are more than the \$100 allowance.**

MEDICALLY NECESSARY CONTACT LENSES –

Contact lenses are covered on a UCR* basis when a VBA Participating Doctor receives prior approval for one of the following services related to eye disease or injury:

- a) Following cataract surgery
- b) To correct extreme visual acuity problems not correctable with spectacle lenses
- c) To correct for significant anisometropia
- d) To correct for keratoconus

-AND-

LASER VISION CORRECTION – All VBA covered subscribers are eligible to receive a discount off of prevailing fees at any TLC Laser Eye Center location. For more information regarding this benefit, please call TLC at 1-877-PLANTLC.

*Usual, Customary, Reasonable as determined by VBA

★ See Extra Cost and Non-Covered Items as outlined in Section VI.

II. HOW OFTEN ARE THESE SERVICES AVAILABLE?

EXAMINATION: Adults/Child– Once every 12 months from last date of service.

LENSES: Adults/Child– Once every 12 months from last date of service.

FRAMES: Adults/Child– Once every 12 months from last date of service.

- OR -

CONTACT LENSES (in lieu of all other benefits for the benefit period): Adults/Child – Once every 12 months from last date of service.

III. HOW MUCH DO I PAY?

When you choose to obtain services from a VBA Participating Provider, this plan covers the benefits described herein (examination, professional services, lenses and frames) at no expense to you, if the materials selected fall within your plan's allowance. Plan copayment(s) if any, will be shown on your benefit form. Any additional care, services and/or materials not covered by this plan may be arranged between you and the provider at your expense.

IV. HOW DO I USE THIS PLAN?

Prior to receiving vision care services, you must obtain a validated VBA benefit form by doing one of the following:

- Call VBA at 1-800-432-4966
- or
- Visit VBA's website at www.visionbenefits.com
- or
- Obtain a postage paid benefit request card from your benefits office.

If you are eligible, a personalized benefit form along with an updated doctor roster will be sent to you. **NOTE: YOU MUST SECURE THIS BENEFIT FORM BEFORE YOU SCHEDULE AN EYE APPOINTMENT. Once you've received the benefit form you may then choose one of the following options to obtain vision services.**

OPTION I

If You Choose to See a VBA Participating Provider

1. Choose a VBA Participating Provider from the roster and make an appointment for the eye examination.
2. You **MUST** present the benefit form to the VBA Participating Provider on your first visit. Failure to do so will result in your being reimbursed according to the Non-Participating Provider Reimbursement Schedule. When the examination has been completed, the VBA Participating Provider will have you sign the benefit form, and pay the copayment(s) if applicable.
3. The VBA Participating provider will take care of all paperwork for payment. VBA will pay the Provider for the services you received according to VBA's Agreement with the Provider.

OPTION II

If You Choose to See an Optometrist, Ophthalmologist Or Dispensing Optician Who Is a Non-Participating Provider

1. Make an appointment and receive the necessary services from the provider. Pay the provider the full fee and obtain an itemized receipt, which must contain the following information:

- a) Patient's name
- b) Date services began
- c) The services and materials you received
- d) The type of lenses you received (single vision, bifocal, trifocal, etc.)

2. Mail your vision care benefit form and receipts to:
VISION BENEFITS OF AMERICA
300 Weyman Plaza
Pittsburgh, PA 15236-1588

3. You will then be reimbursed directly according to the following Non-Participating Reimbursement Schedule:

NON-PARTICIPATING PROVIDER REIMBURSEMENT SCHEDULE

PROFESSIONAL FEES

Vision Examination, up to \$ 30.00

MATERIALS

Single Vision Lenses, up to (pair) \$ 30.00
Bifocal Lenses, up to 40.00
Trifocal Lenses, up to 60.00
Lenticular Lenses, up to 80.00
Frames, up to 40.00

- OR -

CONTACT LENSES (in lieu of all other benefits for the benefit period. You will not receive any additional monies for contact lenses and/or contact lens exam costs that are over the allowance.)

Elective (In Lieu of Glasses) \$100.00
Medically Necessary 250.00

THERE IS NO ASSURANCE THE NON-PARTICIPATING REIMBURSEMENT SCHEDULE WILL COVER THE ENTIRE COST OF THE EXAMINATION, GLASSES OR CONTACTS.

OPTION III

If You Choose To See A Non-Participating Doctor For An Examination And Have A VBA Participating Provider Fill Your Prescription

1. After receiving an examination from the doctor, pay the doctor the exam fee. Obtain a receipt for the exam and the prescription for your lenses.
2. Call one of the VBA Participating Providers who has an asterisk beside their name (this means the Provider is willing to fill another Doctor's prescription) and make an appointment to have your prescription filled.

3. Take your benefit form and prescription to the VBA Participating Provider on your first visit. The provider will fit you with your new glasses and take care of any further paperwork associated with the glasses. The Participating Provider will be paid by VBA for covered services.

4. You will be paid directly according to the above Reimbursement Schedule for your exam. Simply submit the receipt for the exam to VBA, along with a note explaining that you had your prescription filled by a VBA Participating Provider. Please indicate the employer and the social security number of the employee.

NOTE: If any problems arise with your glasses or contacts due to an inaccurate prescription written by a Non-Participating Doctor, VBA and the VBA Participating Provider assume no responsibility.

Delta Dental PPOSM – Easy, Friendly, Accessible



We'll do whatever it takes and then some.

Greatest potential savings when you visit a Delta Dental PPO dentist

OUT-OF-POCKET COSTS

SAVE LESS SAVE MORE

NON-NETWORK DENTIST	PPO DENTIST
[Large shaded area representing high out-of-pocket costs]	[Smaller shaded area representing lower out-of-pocket costs]

AMOUNT YOU SAVE

AMOUNT YOU PAY

Illustration showing sample enrollee share of cost for information purposes only. Actual dentist fees and contract allowances will vary by region, procedure and by group contract.



WE KEEP YOU SMILING

We're pleased to be your partner in maintaining great oral health. The Delta Dental PPO* plan makes it easy for you to find a dentist, and easy to control your costs when you visit a network dentist. Here are some of the great things you'll need to know about enrolling with Delta Dental:

- **Save money with a Delta Dental PPO dentist.** Our PPO network dentists accept reduced fees for covered services they provide you, so you'll usually pay the least when you visit a PPO network dentist. This also ensures Delta Dental dentists won't balance bill you the difference between the contracted amount and their usual fee.
- **Visit the dentist of your choice.** Want to visit a non-Delta Dental dentist? No problem. You can visit any licensed dentist, but your costs are usually lowest when you see a PPO dentist.
- **Many network dentists to choose from.** Since Delta Dental offers access to some of the largest dentist networks in the U.S., chances are there's a wide choice of network dentists near your home or office. Four out of five dentists nationwide are contracted Delta Dental dentists, helping more enrollees convenient access to more dentists. Visit us at www.deltadentalins.com to search our dentist directory by location or specialty.
- **Easy to use your benefits.** When you visit a Delta Dental dentist, pay only your portion for services. Delta Dental dentists will file claim forms for you and receive payment directly from us. Many non-Delta Dental dentists ask that you pay the entire cost up front and wait for reimbursement.
- **Delta Dental's Online Services make getting information quick and easy.** Access your benefits and eligibility, print ID cards and get information about your claims. And check out Delta Dental's oral health resources too for tips and information that can help keep your smile healthy.

* In Texas, Delta Dental Insurance Company offers a Dental Provider Organization (DPO) plan.

Eligibility		Primary enrollee, spouse and eligible dependent children to the end of the month that dependent turns 26
Deductibles	Deductibles waived for Diagnostic & Preventive (D & P), Basic Services, Endodontics, Periodontics, Oral Surgery & Orthodontics?	Yes
Maximums	D & P counts toward maximum?	Yes
		\$1,500 per person each calendar year
		\$75 per person / \$150 per family each calendar year

Benefits and Covered Services		Delta Dental PPO dentists**	Non-PPO dentists** (Delta Dental Premier® & Non-Delta Dental Dentists)
Diagnostic & Preventive Services	Exams, cleanings, x-rays, sealants	100 %	100 %
Basic Services	Fillings, denture repair, posterior composites	100 %	100 %
Endodontics (root canals)	Covered Under Basic Services	100 %	100 %
Periodontics (gum treatment)	Covered Under Basic Services	100 %	100 %
Oral Surgery	Covered Under Basic Services	100 %	100 %
Major Services	Crowns, inlays, onlays and cast restorations	80 %	80 %
Prosthetics	Bridges and dentures, implants	50 %	50 %
Orthodontic Benefits	adults and dependent children to the end of the month that dependent turns 19	50 %	50 %
Orthodontic Maximums		\$ 2,500 Lifetime	\$ 2,500 Lifetime

* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental maximum contract allowances and not necessarily each dentist's submitted fees.
** Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and Premier contracted fees for non-Delta Dental dentists.

Delta Dental of Pennsylvania
One Delta Drive,
Mechanicsburg, PA 17055
Customer Service
800-932-0783
P.O. Box 2105
Mechanicsburg, PA 17055-2105
Claims Address
(Business Hours: 8 am to 8 pm ET)

www.deltadentalins.com

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefits representative.

