

AGREEMENT

BETWEEN

BOROUGH OF NEW HOPE

AND

NEW HOPE POLICE BENEVOLENT ASSOCIATION

2015 - 2017

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AGREEMENT

The Borough of New Hope ("Borough") and the New Hope Police Benevolent Association ("Association") acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of Act 111 of 1968, as amended, and constitutes the entire Agreement between the parties for the duration of the life of said Agreement, which shall be effective as of JANUARY 1, 2015 and shall remain in full force and effect up to and including December 31, 2017.

The purpose of this Agreement is to promote and insure harmonious relations, cooperation and understanding between the Borough and its police force, to provide equality of opportunity and treatment to all police officers, to establish wages, hours, and other conditions of employment and benefits, and to protect the interests of the Borough as the municipal employer responsible for the safety of citizens and property in this community.

The Borough and the Association pledge their cooperation to work together under this Agreement in order to ensure continued improvement and efficiency of police services to the citizens of New Hope Borough.

This Agreement shall apply uniformly to all police officers, who are full time employees of the New Hope Police Department, and shall specifically exclude the Chief of Police or Police Administrator, part-time police officers, parking enforcement officers, and other civilian and non-uniformed employees of the Police Department.

No police officer shall engage in or participate in a strike, work stoppage, slow down or other abstinence from the full and faithful performance of his or her duties while this Agreement remains in effect.

1. CLASSIFICATIONS.

A. POLICE OFFICER - An individual certified by the Borough Civil Service Commission and legally appointed by Borough Council as a full time police officer, excluding the Chief of Police or Police Administrator.

- **Probationary** - The first twelve (12) months of service established by Borough Council through civil service regulations to determine the fitness and ability of a prospective police officer prior to completion of the one (1) year probationary period.
- **Third Class** - The thirteenth (13th) month of service through and including the twenty-fourth (24th) month of service; also, the period of service following the probationary period.
- **Second Class** - The period of service following third class, starting with the twenty-fifth (25th) month of service through and including the thirty-sixth (36) month of service.
- **First Class** - The period of service subsequent to second class, starting with the thirty-seventh (37th) month of service.

B. **RANKS** - Borough Council may establish additional ranks, determine eligibility requirements and designate individuals assigned to each classification subject to civil service provisions.

2. BASE ANNUAL PAY.

The base annual pay for police officers by rank and/or years of service for each year of this Agreement is as follows:

Rank/Service	Base Annual Pay		
	2015	2016	2017
Police Officer / Probationary (months 1-12)	\$51,195.20	\$52,987.03	\$54,576.64
Police Officer / Third Class (months 12-24)	\$62,380.21	\$64,563.51	\$66,500.43
Police Officer / Second Class (months 25-36)	\$73,565.20	\$76,139.98	\$78,424.18
Police Officer / First Class (months 37+)	\$84,750.21	\$87,716.47	\$90,347.96
Corporal	\$87,345.63	\$90,402.72	\$93,114.81
Sergeant	\$92,002.28	\$95,222.36	\$98,079.03

3. **WORK PERIOD, WORKDAY, PAY PERIOD, OVERTIME, COMPENSATORY TIME AND SHIFT SCHEDULE CHANGES.**

The normal "work period" shall consist of twenty-eight (28) consecutive days. A police officer may be scheduled to work up to one hundred and seventy-one (171) hours in a normal work period.

The normal workday or work shift shall be nine (9) consecutive hours in length. Work shifts will be normally scheduled on the basis of three (3) nine (9) hour shifts, provided that no officer shall be scheduled for more than nine (9) hours in any one twenty-four (24) hour period starting at 0000 hours.

A pay period shall consist of fourteen (14) consecutive days from Sunday at 0000 hours to the second consecutive Saturday at 2359 hours. Police officers shall be paid on the Wednesday following the completion of the fourteen (14) day pay period.

All hours worked in excess of the normal nine (9) hour work shift in any one day of twenty-four (24) hours shall be compensated at the applicable overtime rate as defined in Section 4 of this Agreement. All hours worked in excess of one hundred and seventy-one (171) hours in a twenty-eight (28) day work period shall be compensated at the applicable overtime rate as defined in Section 4 of this Agreement.

Overtime pay shall not be forfeited by an officer's use of sick leave, vacation leave, personal leave, holiday leave, attendance at training or schools authorized by the Chief of Police, compensatory time off or bereavement leave.

An officer may elect compensatory time, at the rate of time and one-half hours, in lieu of cash overtime compensation, and accrued up to a maximum of four hundred and eighty (480) hours, or as allowed by the Federal Fair Labor Standards Act, as amended. A police officer shall be permitted to use compensatory time off on the date requested unless doing so would unduly disrupt the operations of the department in the judgment of the Chief of Police.

At the time of termination, for any compensatory time owed when termination occurs, a police officer shall be paid the higher of (1) his or her final regular rate (base hourly rate) of pay; or (2) the average regular rate (base hourly rate) during his or her last three (3) years of employment.

Shifts shall be set two (2) weeks in advance and will not be changed except for an emergency as determined by the Chief of Police or to cover the illness of an officer who is unable to work his or her regularly scheduled shift. If an officer's normal shift is changed with less than fourteen (14) days notice, the officer shall be compensated at the annual premium rate of pay (as defined in Section 4 of this Agreement) for the hours worked.

As a result of the changeover to a nine (9) hour shift prior to the effective date of this Agreement, each police officer will owe New Hope Borough three (3) debit days per year, with each debit day consisting of a nine (9) hour shift work day. Debit days will be used for training or at the discretion of the Chief of Police. Debit days are scheduled to assure that all police officers work a specific number of hours (2,080) each year. Debit days may not be rolled over from year to year.

4. BASE HOURLY RATE, ANNUAL PREMIUM PAY, OVERTIME PAY RATE AND CALL BACK PAY.

The calculation of an officer's base hourly rate shall mean base annual pay (as defined in Section 2 of this Agreement) divided by 2,080 hours.

The calculation of an officer's annual premium pay rate shall mean the sum of (1) an officer's base annual pay (as defined in Section 2 of this Agreement), plus (2) an officer's annual longevity payment (as defined in Section 13 of this Agreement), plus (3) an officer's annual educational incentive payment (as defined in Section 14), divided by 2,080 hours.

The calculation of the overtime pay rate shall be calculated as one-and-one-half (1½) times an officer's annual premium pay rate.

Except as provided below, if an officer is called to duty from an off duty status, he or she shall be paid for the actual time worked or for a period of four (4) hours, whichever is greater, at one and one-half (1½) the officer's annual premium pay rate.

If an officer is called to duty from an off duty status to work a special event in the Borough for which a special event permit has been approved by New Hope Borough, he or she shall be paid for the actual time worked, or for a period of four (4) hours, whichever is greater, at twice the officer's annual premium pay rate.

5. _____ **[INTENTIONALLY LEFT BLANK]**.

6. HOLIDAYS AND HOLIDAY PAY.

The following are designated as holidays:

New Years Day	Independence Day
President's Day	Labor Day
Veterans Day	Day before Thanksgiving
Easter Sunday	Thanksgiving Day
Martin Luther King, Jr.'s Birthday	Christmas Eve
	Christmas Day

An officer shall work any holiday that falls in his or her regular shift schedule. If a holiday off is assigned to an officer, such shall be at the discretion of the Chief. Payment for holidays granted in this contract for the years 2015 - 2017 shall be paid to all officers, by separate check, in the last pay period in October.

A police officer who retires or whose service is terminated during the calendar year shall be paid for accrued holidays only.

7. PERSONAL DAYS.

Each officer shall be entitled to take four (4) days off-duty, with pay, per year, as personal leave days. Personal leave days must be approved by the Chief of Police, and such requests shall be submitted for approval prior to the work period in which the requested personal leave time is to occur, except in the case of personal emergency. Personal leave days may not be accumulated from year to year and shall have no cash value at year-end or at termination or retirement if not used.

8. COURT TIME.

Police officers, who are required during off-duty hours to attend a hearing before Magisterial District Court, shall be compensated for a minimum of three (3) hours at one and one-half the officer's annual premium pay rate. For any time spent over the three (3) hour minimum, compensation shall be paid at one and one-half the officer's annual premium pay rate. When an officer is required to spend time in District Court, either before or after a regularly scheduled shift, that officer shall be compensated for one and one-half hours (90 minutes) if that period shall be 59 minutes or less. If that time is 60 minutes or more, the three (3) hour minimum shall apply. Police officers, who are required during off-duty hours to attend a court of the Commonwealth (other than Magisterial District Court) or the United

States, shall be compensated for a minimum of four (4) hours at one and one-half the officer's annual premium pay rate. For any time spent over the four (4) hour minimum, compensation shall be paid at one and one-half the officer's annual premium pay rate.

The Borough shall pay One Hundred (\$100.00) Dollars to an officer, who is not working his or her normal shift, but who is on-call for a court date, regardless of the time spent waiting to be called to court.

Court time shall include travel time to and from court, and time spent in the Police Department on that day, preparing the case.

Police officers must qualify for overtime pay pursuant to the overtime provisions of Section 3 of this Agreement in order to be eligible for court time.

Any police officer not living within the Borough may, at his or her discretion, use his or her personal vehicle to travel to and from court. For the use of the officer's personal vehicle, the officer shall be reimbursed at the current IRS business standard mileage rate.

9. VACATION LEAVE.

Based upon years of service, vacation entitlement shall accrue according to the following schedule:

One (1) year of service	forty-five (45) hours
Two (2) years of service	ninety (90) hours
Four (4) years of service	one hundred thirty-five (135) hours
Eight (8) years of service	one hundred eighty (180) hours
Eleven (11) years of service	one hundred eighty-nine (189) hours
Twelve (12) years of service	one hundred ninety-eight (198) hours
Thirteen (13) years of service	two hundred seven (207) hours
Fourteen (14) years of service	two hundred sixteen (216) hours
Fifteen (15) years of service	two hundred twenty-five (225) hours
Twenty (20) years of service	two hundred forty-three (243) hours
Twenty-Three (23) years of service	two hundred fifty-two (252) hours
Twenty-Five (25) years of service	two hundred sixty-one (261) hours

Vacation time accrued in any calendar year may only be taken in the calendar year following the year in which time is accrued. Police officers not on the payroll a full calendar year will receive accrued benefits based upon months of service that can be used in the following calendar year. Police officers may elect either compensatory time (at the officer's base annual hourly pay rate) or a cash payment (at the officer's base annual hourly pay rate) for unused vacation time. Each officer must use at least forty-five (45) vacation hours per year; and once an officer accrues a minimum of one hundred thirty five

(135) vacation hours, such officer must use at least ninety (90) vacation hours each year. Vacation time accrued but not used shall not carry over past February 28th of the following year.

Requests for vacation shall be submitted to the Chief of Police a minimum of two (2) weeks prior to the beginning of the requested vacation period. The Chief of Police may refuse the requested vacation time due to the operational needs of the Borough Police Department. A police officer who retires or whose service is terminated during the calendar year shall be paid for vacation leave accrued but not used.

10. SICK LEAVE.

Sick leave shall accrue on the basis of one hundred forty-four (144) hours per year and may be accumulated to a maximum of two thousand eighty (2,080) hours.

Sick leave is only available and may only be used for illness or injury, which renders the performance of a police officer medically improper or impossible. Sick leave is not available for pay purposes where neither illness nor injury is involved. Whenever an officer is absent due to illness or injury for three (3) or more consecutive days the Chief of Police and/or the Mayor may request the officer to present a medical certificate substantiating the illness or inability to perform duties.

The Borough shall pay a bonus of Six Hundred (\$600.00) Dollars to any officer who uses eight (8) days of sick leave or less in a given year, payable by the second payroll in January of the succeeding year.

Thirty-three (33%) percent of accumulated sick leave may be used to care for an immediate family member living under the same roof. The term "immediate family member" shall include a domestic partner.

Upon retirement, an officer shall be compensated up to a maximum of six hundred forty (640) hours of unused sick leave.

11. UNIFORMS AND EQUIPMENT.

The Borough agrees to maintain all officers' uniforms and equipment according to the following list.

The Borough agrees to replace all uniforms and equipment that have become worn or damaged. It is further agreed that all new officers will be issued all items on the following list:

A. UNIFORMS - the initial issue shall be:

4 long sleeve shirts
4 short sleeve shirts
4 pairs of pants
1 winter uniform coat
1 lightweight uniform jacket

1 hat with emblem and rain cover
3 ties
1 raincoat (reversible)
1 leather uniform belt

B. EQUIPMENT - the initial issue shall be:

1 bullet resistant vest (level II or better)
1 black leather duty belt
2 pair of handcuffs with keys
1 leather security holster
1 leather radio holster
5 leather keepers
3 badges
2 metal nameplates
1 ASP baton (with holder)
necessary pouches (leather) for carrying handcuffs and ammunition
1 copy of a PA Crimes Code (with yearly updates)
1 copy of PA Vehicle Code (with yearly updates)
1 standard issue weapon

C. All issued uniforms and equipment will be new or in like new condition.

D. Damaged or worn equipment and/or uniforms will be replaced upon notification to and approval by the Chief of Police.

E. Bullet resistant vests shall be replaced every five (5) years to maximize the safety of the officer and to keep abreast of industry safety and replacement standards.

F. The Borough agrees to reimburse an officer up to \$150 per year for approved footwear, upon submission to the Borough of a receipt for such footwear. Footwear shall be approved by the Chief of Police and shall feature a leather toe cap that runs to the bottom of the laces.

12. UNIFORM CLEANING ALLOWANCE.

All police officers shall receive an annual uniform cleaning allowance in the amount of Five Hundred (\$500.00) Dollars, which shall be paid each year on or before April 15th. In the event an officer is terminated or retires during the calendar year, he or she shall receive this allowance on a prorated basis.

For years 2016 and 2017 of this Agreement, the Borough shall reimburse an officer up to an additional \$500 each year for dry cleaning of the officer's issued uniform, provided the officer presents dry cleaning receipts and such receipts are marked and/or otherwise identified "police uniforms" by the vendor. For year 2015, the Borough shall reimburse an officer up to \$500 each for such dry cleaning, but receipts shall not be required.

13. LONGEVITY PAY.

Longevity pay shall be calculated as follows:

After 1 year of service	\$225.00/year
After 2 years of service	\$225.00/year
After 3 years of service	\$225.00/year

All subsequent years to a maximum of thirty (30) years shall be compensated at \$100.00 per year.

Longevity pay shall be calculated by multiplying the number of years of service by the appropriate dollar amounts (e.g., officer X has completed five (5) years of service. His or her longevity pay shall be calculated as follows: $\$225.00 + \$225.00 + \$225.00 + \$100.00 + \$100.00 = \875.00)

Longevity pay shall be calculated on completed years of service one (1) through and including year thirty (30). Longevity will be paid, by separate check, in the third quarter of the calendar year.

14. EDUCATIONAL INCENTIVE PAY.

Educational incentive pay shall be paid to all police officers upon the attainment of degrees from accredited schools as follows:

1% per annum of base annual pay	-	associate's degree
2% per annum of base annual pay	-	bachelor's degree
3% per annum of base annual pay	-	master's degree

Educational incentive pay shall be paid in the first quarter of the calendar year.

An officer shall receive educational incentive pay for the highest degree earned and for one degree only at a given academic level.

15. EDUCATIONAL BENEFITS.

College tuition for undergraduate studies, at an amount not to exceed the per credit hour tuition expense at Delaware Valley College and textbook costs only shall be paid by the Borough for courses related to law enforcement and public safety, when attendance is approved by the Chief of Police.

Graduate studies shall not be restricted to courses strictly related to law enforcement or public safety, and tuition for graduate studies shall not exceed the per credit hour tuition expense at Delaware Valley College for graduate studies.

When a police officer elects to continue his education pursuant to the aforementioned program and accreditation requirement, the Chief of Police shall, when preparing the duty roster, accommodate no more than one course of study per semester for such officer. Such accommodation shall be subject to the limit that no more than two (2) officers may attend courses at any one time, in order to ensure the necessary work schedule as determined by the Chief of Police. The two (2) officers able to attend courses at any one time shall be determined based upon seniority.

Attendance in college courses shall be limited to three (3) courses, including challenge courses, per year per officer, not to exceed twelve (12) credit hours per officer per year. An officer not achieving a final grade of "C" or better in a course shall be liable to the Borough for reimbursement of all costs and expenses paid by the Borough in connection with said course.

An officer shall be eligible for educational benefits, as described herein, for one degree only at each academic level. To qualify for the benefits, the institution the officer attends must be an accredited undergraduate educational institution that is listed on the United States Department of Education database.

16. PROFESSIONAL TRAINING.

Recognizing the need for police officers to maintain standards of quality for performance and fitness, and for the Borough to establish long range plans for professional police services, the Chief of Police is required to select and recommend training sessions towards this goal for each member of the department. The Chief of Police shall attempt to accommodate an individual officer's preferences in selecting and recommending training.

17. MEDICAL BENEFITS; RETIREMENT HEALTH SAVINGS PLAN.

The Borough will provide full-time police officers and their eligible dependents with medical insurances as follows:

- AETNA Quality Point Of Service Plan including Vision and Prescription Drugs; and
- Delta Dental.

The level of benefits for the AETNA Quality Point of Service Plan including Vision and Prescription Drugs plan is set forth in the Delaware Valley Health Trust (DVHT) benefit sheet attached to this Agreement as Schedule 17A. The level of benefits for the Delta Dental plan is set forth in the benefit sheet attached to this Agreement as Schedule 17B.

For each year of this Agreement, an officer shall contribute by payroll deduction an amount equal to two and one-half percent (2.5%) of base annual pay, as described in Section 2 of this Agreement, to defray a portion of the annual premium expense of medical insurance benefits.

The Borough shall deposit the following amounts in each year of this Agreement to the Association's Retirement Health Savings Plan: (a) for 2015, Thirteen Thousand Two Hundred and 00/100 Dollars (\$13,200.00) (\$1,100 per month); (b) for 2016, Sixteen Thousand Two Hundred and 00/100 Dollars (\$16,200.00) (\$1,350 per month); and (c) for 2017, Nineteen Thousand Two Hundred and 00/100 Dollars (\$19,200.00) (\$1,600 per month). The Borough shall have no responsibilities or obligations, other than the annual payment described herein, with respect to the Association's Retirement Health Savings Plan.

Opt-Out Clause - Medical Insurance. Each year of this Agreement, an officer eligible for full-time medical benefits under this Section 17, who provides proof of alternative medical coverage through a non-Borough spouse or legal partner, may elect to NOT be covered under the medical insurance offered by Borough. If the eligible officer makes such an election, such officer will receive an "opt out payment" for such full year of non-coverage as follows: (a) if the declining officer is eligible for single-coverage only, the officer shall receive \$8,000.00; (b) if the declining officer is eligible for family coverage, the officer shall receive \$10,000. The "opt out" payment shall be payable in equal quarterly installments, payable on or before the last day of each calendar quarter. The "opt out payment" is subject to all federal, state and local laws, rules and regulations regarding income taxation. Each year an officer declines coverage, the officer declining coverage (and his/her spouse, if applicable) shall be required to show proof of outside coverage and to sign the medical insurance opt-out provision form, substantially in the form attached to this Agreement as Schedule 17C. An officer who has declined medical coverage may re-enroll in the Borough's medical plan during open enrollment as allowed by the medical plan. In addition, an officer who loses outside medical insurance due to divorce, death of a spouse or spouse's termination will be permitted to re-enroll in the Borough's medical plan, based upon the medical plan's requirements.

18. LIFE INSURANCE.

In addition to death benefits afforded by the Commonwealth to qualified survivors of officers killed in the line of duty, the Borough shall carry and maintain a life insurance policy in the amount of Fifty Thousand (\$50,000.00) Dollars. In addition to the life insurance benefit, the Borough shall maintain a Fifty Thousand (\$50,000.00) Dollar accidental death and dismemberment insurance policy, which shall pay to the police officer or his or her beneficiaries/survivors a death or dismemberment benefit. An officer shall have the right to determine the beneficiaries of such policy, and each officer shall be furnished with a copy of said policy.

19. POLICE PROFESSIONAL LIABILITY INSURANCE.

The Borough will provide Police Professional Liability or Law Enforcement Liability insurance with an annual aggregate limit of \$1,000,000 during the term of this Agreement.

20. WORKERS' COMPENSATION INSURANCE AND HEART AND LUNG ACT BENEFITS.

The Borough shall provide Workers' Compensation and Employer Liability insurances for police officers to provide coverage for work-related injuries and illnesses pursuant to the Pennsylvania Workers' Compensation Law.

The Borough shall also provide statutory benefits pursuant to the Pennsylvania Heart & Lung Act, 53 P.S. sections 637-638, where applicable. Claims for and/or disputes relating to entitlement to benefits under the Pennsylvania Heart & Lung Act, including eligibility for benefits, and the continuing eligibility for benefits, shall be governed by the procedures set forth in Schedule 20 attached to this Agreement.

21. UNEMPLOYMENT COMPENSATION AND SOCIAL SECURITY LAWS.

The Borough will comply with the requirements of the Pennsylvania Unemployment Compensation Law and the federal Social Security Act, as required by law

22. BEREAVEMENT LEAVE.

For the death of a mother, father, mother-in-law, father-in-law, sibling, spouse, child or domestic partner, a police officer shall receive time off with full pay for up to five (5) regularly scheduled working days. For the death of a grandparent, aunt, uncle, niece or nephew, or brother-in-law or sister-in-law, a police officer shall receive time off with full pay for up to three (3) regularly scheduled working days.

23. MATERNITY/PATERNITY LEAVE.

An officer who a) is eligible for family and medical leave under the Borough's policy; and b) gives birth to a child, or is the father or mother of a newborn child, or adopts a child, is eligible for maternity/paternity leave. Maternity/paternity leave provides up to seven (7) days of paid leave. The seven (7) days of paid leave runs concurrently with any leave available to the employee under the Family and Medical Leave Act. If both parents of the child are employees of the Borough who qualify for this benefit, only one leave will be granted. The seven (7) day period commences on the earlier of the first day of disability or the day of childbirth or adoption.

An officer shall provide a minimum of thirty (30) days notice to the Chief of Police of the officer's intent to take maternity/paternity leave. The Chief of Police shall approve all requests for maternity/paternity leave.

24. GEOGRAPHIC LOCATION.

All police officers shall reside within twenty (20) miles of the Borough limits. When the Borough hires a new officer, that officer shall move within the twenty (20) mile limit within one (1) year. Borough Council may agree, if requested, to waive this requirement.

25. USE OF PERSONAL VEHICLES.

Use of personal vehicles on police business is discouraged and must have the prior approval of the Chief of Police. Borough vehicles are provided and encouraged for use for police business. However, the officers shall be compensated at the current IRS business standard mileage rate when a personal vehicle is used on Borough business.

An officer's automobile liability policy will be the primary source of coverage when an officer is involved in an accident while using a personal vehicle on Borough business. The Borough, however, will provide bodily injury and property damage liability coverage for claims arising from accidents involving an officer's personal vehicle when used on Borough business with the prior consent of the Chief of Police in excess of coverage available under the officer's policy. This insurance does not apply to physical damage coverage to the officer's own vehicle.

If an officer requests the use of his or her own vehicle for Borough business, the police officer must provide physical damage insurance for his or her own vehicle or permission may not be granted by the

Chief of Police. Should a police officer suffer physical damage to his or her own vehicle when approved for use on Borough business, the Borough will accept financial responsibility for only fifty (50%) percent of the officer's deductible.

26. WITNESS AND MILEAGE FEES.

Officers shall retain any witness or mileage reimbursement payments received for participation in court processes.

27. VOLUNTARY PAYROLL DEDUCTIONS.

Police officers may voluntarily elect payroll deductions for the Borough's deferred compensation plan, individual savings plans and/or similar services, and Association dues. All such payroll deductions shall be authorized in writing by the individual officer and shall continue until such time as an officer revokes the deduction in writing to the Borough Treasurer. All such deductions and changes to such deductions, including revocation, shall require at least ten (10) business days advanced written notice to the Borough Treasurer.

28. DEFERRED COMPENSATION PLAN.

The Borough shall provide a deferred compensation plan pursuant to the Internal Revenue Code Section 457.

29. NON-WORK RELATED DISABILITY INSURANCE.

A. SHORT-TERM DISABILITY INSURANCE.

The Borough shall provide a group short-term disability insurance policy for all full time police officers which will cover non-work related injuries or illnesses. The policy shall have a first (1st) day accident, eighth (8th) day sickness period for benefits to begin. In the event that the injured officer has accumulated sick time available, the disability insurance payments shall be returned to the Borough. In the event that sick time from the Borough ceases, then the disability checks shall be paid to the officer. On the first (1st) accident or illness, the officer shall not reduce his accumulated sick leave to less than eight (8) days. This will allow, in the event of a second accident or illness, the use of sick leave until the disability insurance becomes effective. This policy shall pay the officer 66.6% of the officer's current base pay and shall continue for a maximum benefit period of twenty-six (26) weeks. This insurance coverage shall apply in cases of non-duty related short-term disability only. Borough may, at its option,

self-insure all or a portion of this benefit. Borough may, in its reasonable discretion, select an insurance carrier for all or a portion of this benefit.

B. LONG-TERM DISABILITY INSURANCE.

The Borough shall provide a group long-term disability insurance policy for all full time police officers that are not in their probationary period, which will cover non-work related injuries or illness. The Borough shall pay one hundred percent (100%) of the premium for such long-term disability policy. The Borough and the Association agree that the Borough shall have the sole right to determine which company provides such disability insurance as well as determine the plan design, provided that the plan coverage is no less than the limits in place on December 31, 2014. The current policy in effect as of the effective date of this Agreement provides that an officer will be paid 66 2/3% of the first \$9,000.00 of the officer's pre-disability earnings (defined as weekly rate of earnings, excluding overtime or other extra compensation), up to a maximum of \$6,000.00, until the officer's benefit period expires, which is generally age 65, unless the officer's age at the time of the injury or illness is over 65.

30. PENSION.

All eligible full-time police officers shall join the Borough's Police Pension Plan, which shall conform substantially to the Ordinance attached hereto as Schedule 30 and any subsequent amendments deemed necessary or appropriate by the parties.

The Borough and the Association agree to maximize the benefits offered by the Police Pension Plan in the event that an actuarial evaluation determines that said improvements are possible and that the improvements do not jeopardize the Plan.

If a full time officer leaves the Borough's employment prior to retirement and is not eligible for a future pension benefit, the Borough's contributions for that officer shall not be viewed as a contribution to that officer and shall remain in the fund.

Officers shall contribute by payroll deduction to the Police Pension Plan during the term of this Agreement as follows:

2015	2.25% of compensation
2016	2.25% of compensation
2017	2.5% of compensation

In no event shall employee contributions exceed the statutory maximum in accordance with Pennsylvania Act 600, as amended.

The term "compensation," as used in this Section 30, shall have the same meaning as defined in the Police Pension Ordinance (See *Code of the Borough of New Hope*, Part I, Chapter 30, Pension Plans, Article II, Police Pension Plan).

31. GRIEVANCE PROCEDURE.

A grievance is defined to be any dispute between the parties concerning the interpretation or application of any provision of the Collective Bargaining Agreement and including all matters of discipline.

A. No later than seven (7) calendar days following the event causing the grievance, the bargaining representative or the grievant shall take up the matter with the Chief of Police.

B. In the event the matter is not settled by the Chief of Police within seven (7) calendar days, the grievance shall be presented, in writing, to the President or Vice President of Borough Council. Council shall render a decision in writing within seven (7) calendar days after the submission of the grievance.

C. In the event that the decision is unsatisfactory to the grievant, or no decision is rendered within the specified time, the grievance may be submitted to the American Arbitration Association within thirty (30) calendar days of the date of the decision or the expiration of the seven (7) day period. Copies of the request for the arbitration shall be sent to the Borough Council at the time the request is sent to the American Arbitration Association. The award of the arbitrator shall be final and binding. The cost of the arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

32. [INTENTIONALL LEFT BLANK].

33. MINIMUM BENEFITS GUARANTEED.

The Borough guarantees all benefits in this Agreement and reserves the right to increase benefits to its police officers at any time, providing that the increase in benefit does not alter the minimum guaranteed benefit.

34. BENEFIT COMMENCEMENT AND TERMINATION DATES.

Medical, prescription, dental, non-duty related disability, life and accidental death and dismemberment insurances, as well as accident and critical illness insurances, shall commence on the first day of the month following an officer's date of hire and shall terminate on the last day of the month following an officer's retirement or separation from employment. This provision shall not change or alter an officer's eligibility dates pursuant to the Police Pension Plan or federal COBRA requirements

35. ONGOING IMPROVEMENT.

A committee shall be formed and maintained for the duration of this Agreement to assess and make recommendations for changes to the wording and/or content of this Agreement. The committee shall consist of the Chief of Police, the Borough Manager, one member selected by Borough Council and two (2) police officers selected by the Association. Any recommendations by the committee shall be made to the Borough and the Association for the parties' consideration and approval.

36. EFFECT OF LEGAL OR ACTUAL IMPOSSIBILITY.

The parties recognize that due to extraneous forces beyond the control of either, specific policies of insurance referenced in this Agreement may cease to exist, as currently defined. If any insurance obligations of the Borough under this contract become a legal or actual impossibility due to forces beyond the control of the Borough, the parties agree to immediately commence collective bargaining pursuant to Act 111 of 1968 to provide for a replacement benefit, and to address the impact upon members of the bargaining unit caused by the impossibility of performance.

In the event legal or actual impossibility of performance occurs, the Borough shall immediately notify the Police Benevolent Association of such impossibility. If the parties are unable to agree upon a replacement benefit for any such benefit rendered unobtainable, either party may invoke the impasse procedures of Act 111, regardless of date of impasse, and submit these issues alone to a panel of arbitrators chosen in accordance with the procedures outlined in Act 111.

37. WEINGARTEN REPRESENTATIVE.

An Association member shall be permitted to have a bargaining unit representative present for all internal investigatory interviews. The Borough shall give the affected officer twenty-four (24) hours notice of such an interview and shall advise the officer of his right to be accompanied by a representative.

38. RECOGNITION AND SCOPE OF BARGAINING UNIT.

The Borough recognizes the New Hope Police Benevolent Association as the exclusive, recognized agent or representative of the bargaining unit. The bargaining unit shall consist of all police officers, who are full time employees of the New Hope Police Department, and shall specifically exclude the Chief of Police or Police Administrator, part-time police officers, parking enforcement officers, and other civilian and non-uniformed employees of the Police Department.

39. COMPLEMENT.

The Borough agrees to maintain the existing complement of eight (8) full time officers not including the Chief of Police through the period of this Agreement. If an officer leaves employment, the Borough shall have a reasonable time to fill the vacancy.

40. DRUG TESTING POLICY.

It is the Borough's policy that the public has the reasonable right to expect persons employed by the Borough as police officers to be free from the effects of illicit drugs. The Borough, as the employer, has the reasonable right to expect all police officers to report for work fit and able for duty, free from the effects of illicit drugs. The purpose of this policy shall be achieved in such a manner so as not to violate any established rights of police officers.

The Borough and the Association recognize the desirability of maintaining a consistent policy for administering drug tests for police officers covered by this Agreement in accordance with all applicable Pennsylvania and federal law, and the privacy interest of the police officers. The Borough and the Association agree that drug testing shall be administered in accordance with Schedule 40 to this Agreement.

41. ACCIDENT AND CRITICAL ILLNESS INSURANCE BENEFITS.

The Borough will provide each eligible police officer with a basic group accident and critical illness insurance plan(s) subject to the limitations and restrictions of the respective insurance carrier for each benefit. The Borough shall pay one hundred percent (100%) of the insurance premiums for the officer for only the minimum coverage available under the specific plan. The office is responsible, through payroll deductions, for all costs associated with any increased insurance premium for additional or higher levels of benefits, including without limitation the addition of dependents as beneficiaries. The Borough's responsibility shall be limited to the payment of the necessary premiums


to purchase the aforementioned benefits. The Borough shall have no liability for the failure or refusal of the applicable insurance carrier to honor an eligible officer's claim or to pay benefits.

42. EFFECTIVE DATE.


This Agreement shall become binding only upon the execution of the same by the Mayor and the President of Borough Council, and by the Association membership, by majority. When duly executed, this Agreement shall become effective January 1, 2015 and shall remain in effect through December 31, 2017.

IN WITNESS THEREOF and intending to be legally bound, the parties have hereto under set their hands and seals.

NEW HOPE BOROUGH

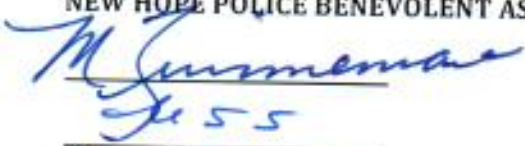


Claire Shaw, Council President

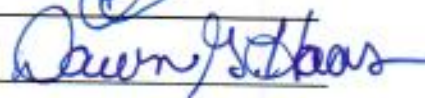


Laurence Keller, Mayor

NEW HOPE POLICE BENEVOLENT ASSOCIATION



Dawn S. Davis



Dawn S. Davis



Dawn S. Davis

SCHEDULE 17A
Summary of Dental Plan Benefits

Plan Benefit Highlights for: New Hope Borough
Group No: 10017

Eligibility	Primary enrollee, spouse (includes domestic partner) and eligible dependent children to the end of the month that dependent turns 26
Deductibles	\$25 per person / \$75 per family each calendar year
Deductibles waived for Diagnostic & Preventive (D & P), & Orthodontics?	Yes
Maximums	\$1,000 per person each calendar year
D & P counts toward maximum?	Yes

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)	100 %	100 %
Periodontics (gum treatment)	80 %	80 %
Oral Surgery	100 %	100 %
Major Services Crowns, inlays, onlays and cast restorations	80 %	80 %
Prosthodontics Bridges and dentures, implants	100 %	100 %
Orthodontic Benefits dependent children to the end of 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
 (Business Hours: 8 am to 8 pm ET)

Claims Address
 P.O. Box 2105
 Mechanicsburg, PA 17055-2105

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.

SCHEDULE 17B
Summary of Medical Plan Benefits

Delaware Valley Health Trust		
New Hope Borough		
DVHT QPOS \$10 primary/\$20 specialist, \$50 ER, with a \$5 generic/\$15 brand/\$25 non-formulary pharmacy benefit		
Benefits	In network	Out of network
Deductible	N/A	\$500 individual / \$1,500 family
Out of pocket maximum**	\$6,350 individual / \$12,700 family	\$10,000 individual / \$20,000 family
Primary Care Physician*	\$10 copay	80%, after deductible
Specialist Office*	\$20 copay	80%, after deductible
Routine GYN exam*	100%, no copay	80%, no deductible
Pediatric Immunizations*	100%, no copay	80%, no deductible
Mammography (age 40 and over)*	100%, no copay	80%, no deductible
Preventive Care*	\$0 copay*	80%, after deductible
Chiropractic Care	\$20 copay. Up to 20 visits per calendar year. Visit combined in and out of network.	80%, after deductible. Visits combined in and out of network.
Outpatient surgery	100%, no copay	80%, after deductible
Hospitalization	100%, no copay	80%, after deductible
Outpatient lab/pathology	\$20 copay	80%, after deductible
Outpatient x-ray/radiology	\$20 copay	80%, after deductible
Complex imaging MRI/MRA, CT/CTA Scan, PET Scan	\$40 copay	80%, after deductible
Emergency Room Copay	\$50 copay, waived if admitted	
Urgent Care	\$20 copay	
Walk-in Clinic	\$10 copay	80%, after deductible
Maternity	\$20 copay, first visit only	80%, after deductible
Physical/Occupational/Speech Therapy	\$20 copay. Up to 60 visits per calendar year. Visits combined in and out of network.	80%, after deductible. Visits combined in and out of network.

Delaware Valley Health Trust		
New Hope Borough		
DVHT QPOS \$10 primary/\$20 specialist, \$50 ER, with a \$5 generic/\$15 brand/\$25 non-formulary pharmacy benefit		
Benefits	In network	Out of network
<i>Home Health Care</i>	100%, no copay	80%, after deductible
<i>Hospice Care</i>	100%, no copay	80%, after deductible
<i>Skilled Nursing Facility</i>	100%, no copay. 120 days per calendar year. Combined in and out of network.	80%, after deductible. Combined in and out of network.
<i>Mental Health Services</i>	Inpatient 100%, no copay. Outpatient \$20 copay.	80%, after deductible
<i>Substance Abuse</i>	Inpatient 100%, no copay. Outpatient \$20 copay.	80%, after deductible
<i>Durable Medical Equipment</i>	100%, no copay	80%, after deductible
<i>Vision Exam Benefit</i>	\$20 copay. Once every 24 months.	Not covered
<i>Lens Reimbursement</i>	\$200 every 24 months	
<i>Prescription Drug Copay Retail</i>	\$5 generic/\$15 brand/\$25 non-formulary. Up to a 30 day supply. \$10 generic/\$30 brand/\$50 non-formulary. Up to a 90 day supply for maintenance medication.	80% of recognized charges Not covered
<i>Mail order copay</i>	Included	80% of recognized charges
<i>Oral contraceptive coverage</i>	6 pills per month	80% of recognized charges
<i>Performance Rider</i>		

Delaware Valley Health Trust	
New Hope Borough	
Value-Added Benefits	
<i>Health Club Membership Reimbursement - new Includes Race Reimbursement</i>	\$250 employee/\$250 spouse, 100 visits per rolling calendar yr. This includes race reimbursements. This is a benefit through the Trust office.
<i>Employee Assistance Program</i>	An employee Assistance Program offered through Human Management Services. This is a confidential, integrated counseling and referral service available to employees and eligible dependents.
<i>Member Wellness Program</i>	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.
<i>Weight Management Reimbursement Program</i>	Members and covered spouses are eligible to receive a reimbursement up to \$250, based on program fees, for attending a hospital based weight management program.
<i>Colonoscopy Incentive</i>	DVHT 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.
<i>Women's Health Initiative</i>	DVHT provides cash incentives to eligible female participants who obtain preventative breast and cervical cancer screenings.

Delaware Valley Health Trust	
New Hope Borough	
Value-Added Benefits	
<i>On-Site Biometric Screening</i>	Confidential on-site medical screening designed to educate members on their personal health risk factors and to help them take the next step 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.
<i>Weight Watchers At Work Program *</i>	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.
<i>COBRA Administration</i>	As both a risk management and time-saving 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.

* Preventive services as defined by Federal Mandate and procedure code

Plans are subject to change based on finalization of healthcare reform

Plan designs subject to review by Actua's Standards Management Unit

SCHEDULE 17C
Medical Insurance Opt Out Form

**New Hope Borough
Voluntary Waiver of Health Insurance
For Enrollment in Opt-Out Program
November 1, 2015**

I, _____, hereby acknowledge that I have been advised of my right to enroll in health insurance coverage through **New Hope Borough**. Having been so advised, I do hereby waive my right to health insurance coverage through **New Hope Borough** and I authorize **New Hope Borough** to cancel my existing health insurance coverage as of: _____.

Date of Voluntary cancellation: _____

An employee must show proof of coverage outside the New Hope Borough sponsored health plan before participating in the Opt-Out Program. Employees must fill out the state Health Insurance Responsibility Disclosure Form (HIRD) and other necessary forms each year during the Borough's Open Enrollment Period.

In return for my agreement to waive health insurance coverage, **New Hope Borough** agrees to pay me an annual payment for the period of _____. The total annual payment is \$ _____ (\$XXXXXX) for waiving my individual health insurance plan or \$ _____ (\$XXXXXX) for waiving my family health insurance plan, whichever applies. The Opt-Out payment shall be payable in equal quarterly installments, payable on or before the last day of each calendar quarter.

- I hereby certify that there is no outstanding court order or agreement requiring me to provide health insurance coverage for my spouse, ex-spouse or dependent children, if any.
- I understand that **New Hope Borough** is not responsible for my medical coverage effective on _____ and for each fiscal year thereafter that I voluntarily agree to waive health insurance coverage through **New Hope Borough**.
- I hereby acknowledge that I am only eligible to re-enroll in **New Hope Borough** health insurance plans during the Annual Open Enrollment period or due to a loss of coverage from a source other than **New Hope Borough**. To re-enroll, I must complete the required paperwork during the Open Enrollment Period or, for a loss of coverage, notify **New Hope Borough** and complete the re-enrollment process within thirty (30) days of the date of loss of coverage.
- I acknowledge that if I do re-enroll in the **New Hope Borough** group health insurance or my employment with the **New Hope Borough** ends through no fault of my own (resignation, retirement, reduction of hours or death) during the fiscal year, I will only be eligible for a pro-rated payment.
- The Opt-Out payment is subject to all federal, state and local laws, rules and regulations regarding taxation of income.
- Federal regulations prohibit Medicare eligible employees over age 65, who waive their employer's medical coverage, from receiving a waiver bonus if their primary source of other coverage is Medicare.

- Please attach a front and back copy of your medical ID card to this form in order to complete the process of waiving (Opt-Out) your medical coverage.
- To receive your Opt-Out payments, you must have a completed form on file. It is required to be completed at the initial period of waiving coverage and each year at open enrollment if you wish to continue to receive the Opt-Out payments. If you have not previously completed this form, please do so and return it to the Assistant Borough Manager at the address listed below immediately following your enrollment. Failure to return this form will result in your enrollment in the default plan with appropriate per pay deductions and the forfeiture of the Opt-Out payment.

I understand that by opting out as a primary participant, neither I, nor any of my eligible dependents, are covered under the New Hope Borough medical insurance plan. However, if my spouse also works for New Hope Borough, I will be able to receive coverage as a dependent of him/her.

Employee Name

Borough Manager

Employee Signature

Borough Manager's Signature

Date

Date

SCHEDULE 20
HLA Procedures

NEW HOPE BOROUGH PROCEDURE FOR HEART & LUNG CLAIMS

New Hope Borough hereby adopts the policies and procedures set forth herein for all Heart & Lung Act ("HLA") disability claims. Any questions about these policies and procedures should be directed to Janell Clements, Assistant Borough Manager. An HLA Timeline containing the deadlines referenced herein is attached as Exhibit "A".

Eligible Employees

Only police officers are eligible to receive HLA benefits for temporarily disabling injuries suffered in the line of duty.

Report of Work-Related Injury and the Request for HLA Benefits

Eligible employees, who are injured in the line of duty, should promptly report all such injuries to Janell Hammond, Assistant Borough Manager, using the standard approved Incident Report Form or the Employee Injury Report Form attached hereto. **All work-related injuries should be reported as soon as possible, but by no later than five (5) calendar days after the injury occurs.**

Any eligible employee who believes he or she is entitled to receive disability benefits under the Heart & Lung Act ("HLA") must request those benefits within **seven (7) calendar days** after reporting his or her injuries to New Hope Borough. Upon submitting that request, the eligible employee becomes an "HLA Claimant". All such requests for HLA benefits should be submitted on the HLA Benefits Request Form attached hereto and must be sent to Janell Hammond, Assistant Borough Manager, 123 New Street, New Hope, PA 18938.

Medical Releases and Initial Medical Evaluations

Within five (5) calendar days after receipt of the HLA Benefits Request Form, the Borough will send a written acknowledgment to the Claimant enclosing a Medical Release and Authorization Form which the Claimant must complete and return by no later than **seven (7) business days** after the date of the Borough's acknowledgment letter.

Upon receipt of the Medical Authorization and Release Form, the Borough may ask that the Claimant be examined by a physician selected by the Borough. The Borough shall so notify the Claimant in writing if an Initial Medical Evaluation is required and make the necessary arrangements. **The Claimant must attend such an examination.** In rare cases, the Borough may also require the Claimant to complete a more extensive HLA Claim Form (see attachment) providing detailed information about the nature of the injury and the treatment received by the Claimant for that injury.

Determination of HLA Benefit Requests by the Borough

Upon review of the information about the HLA claim, including the results of any independent medical evaluation obtained, the Borough will notify the Claimant in writing as to whether the Borough has accepted or denied the Claimant's request for HLA benefits. For routine HLA claims, the Borough will provide written notice of its determination to the Claimant within thirty (30) calendar days after receipt of the signed Medical Release and Authorization Form from

the Claimant. In other cases, where further investigation is required, the Borough will make its determination as soon as practicable under the circumstances.

Sick and Personal Leave

If the Claimant is unable to perform his or her duties as a result of the injury before the Borough has determined whether to accept the Claimant's request for HLA benefits, the lost time from work shall be charged to the Claimant's sick leave. Should the Claimant exhaust his or her sick leave before the Borough makes its determination on the Claimant's request for HLA benefits, the additional time lost from work will be charged to the Claimant's personal leave time. **If the Claimant's request for HLA benefits is approved and accepted by the Borough, then all sick or personal leave time taken by the Claimant shall be restored in full.**

Payment of Salary

Until the Borough has decided whether to accept or reject the Claimant's request for HLA benefits, under the Borough's leave policy the Claimant will be paid his or her regular benefits and salary, after deduction of all taxes normally withheld by the Borough. Should the Claimant's request for HLA benefits be accepted by the Borough, then the Borough will make the appropriate adjustment for the taxes previously withheld from the Claimant's wages before that determination was made. On or after the Borough's acceptance of the Claimant's request for HLA benefits, the Claimant will receive his or her full rate of pay without any tax deductions as per Borough payroll procedures.

Denial of HLA Benefits

If the Borough denies the Claimant's request for HLA benefits, the Borough shall so inform the Claimant in writing and provide the reasons for that denial and a description of the HLA adjudication process. In such cases, the Claimant will have the right to appeal the Borough's denial of HLA benefits by submitting a written Notice of Appeal within fourteen (14) calendar days after receipt of the Borough's determination. The Notice of Appeal shall be accompanied by any medical documentation supporting the Claimant's entitlement to HLA benefits. Upon receipt of the Notice of Appeal by the Assistant Borough Manager, the HLA adjudication process shall commence pursuant to the PA Local Agency Law (2 Pa. C.S. Sections 551, 751).

Fitness For Duty Examinations and Termination of HLA Benefits

After the Claimant's HLA claim has been accepted by the Borough and the HLA benefits are being paid, the Borough may require the Claimant to have a "fitness for duty" examination to determine whether the benefits should be continued. As with the initial medical evaluations, the Claimant must attend any "fitness for duty" examination requested by the Borough.

If the Borough decides that the payment of HLA benefits should be terminated over the Claimant's objection, then the Claimant will be entitled to a pre-termination hearing. The Borough will have the burden of establishing the basis for termination at that hearing, which will be held in accordance with the HLA adjudication process conducted pursuant to the PA Local Agency Law.

HLA Adjudication Process

All disputes with respect to the initial denial of an HLA claim or a subsequent termination of an HLA benefit shall be adjudicated in accordance with the PA Local Agency Law.

Duties of Claimant Upon Acceptance of HLA Benefits Claim by the Borough

Upon acceptance of the Claimant's request for HLA benefits, the Claimant is required to cooperate fully with the Borough. This cooperation includes the provision of updated medical information and submission to any follow-up medical evaluations required by the Borough.

Relationship Between HLA Benefits and Workers' Compensation Benefits

Upon the Borough's acceptance of the Claimant's request for HLA benefits and the Claimant's receipt of any workers' compensation payments, the Claimant shall immediately sign over such workers' compensation checks to New Hope Borough and deliver the check to the Assistant Borough Manager. In accordance with the HLA, the Borough will then pay the Claimant 100% of his or her wages without any tax deductions.

Claimant's Duty to Cooperate with Medical Examination Requests

Should the Claimant fail to appear for a scheduled medical examination without being excused by the Borough in writing, which excuse the Borough shall not unreasonably withhold or deny, the Claimant's request for HLA benefits may be denied.

Impact on Other Legal Rights

These policies and procedures are intended to apply only to the resolution of HLA benefits and by adopting them neither the Claimant nor the Borough intends to alter or change any existing rights under the Family Medical Leave Act ("FLMA"), Pennsylvania Workers' Compensation Act or any other law. The Borough and the Claimant also acknowledge and agree that either one may use any medical examination results to support a claim or defense under the Pa. Workers' Compensation Act. However, neither the Claimant nor the Borough intends or desires to waive any right or add to or substitute these policies and procedures for those used to resolve workers' compensation claims under the Pa. Workers' Compensation Act.

EMPLOYER'S REPORT
OF OCCUPATIONAL
INJURY OR DISEASE

EMPLOYEE SOCIAL SECURITY NUMBER

DATE OF INJURY

MONTH

DAY

YEAR

EMPLOYEE FIRST NAME

EMPLOYEE LAST NAME

STREET ADDRESS

CITY

STATE

ZIP CODE

COUNTY

PHONE NUMBER

EMPLOYEE

MALE MARRIED

NUMBER OF DEPENDENTS

DATE OF BIRTH

FEMALE SINGLE

OCCUPATION OR JOB TITLE

MONTH

DAY

YEAR

NCCI CLASS CODE (IF KNOWN)

EMPLOYMENT STATUS

FT = Full-time
PT = Part-time

SL = Seasonal
VO = Volunteer
ZZ = Other

EMPLOYER

STREET ADDRESS

CITY

STATE

ZIP CODE

SIC CODE

EMPLOYER FEIN

PHONE NUMBER

COUNTY

NAICS CODE

FULL PAY FOR DAY OF INJURY?

TIME EMPLOYEE BEGAN WORK

TIME OF OCCURRENCE

YES
NO

AM
PM

AM
PM

LAST DAY WORKED

DATE DISABILITY BEGAN

MONTH

DAY

YEAR

MONTH

DAY

YEAR

DATE EMPLOYER NOTIFIED

DATE RETURNED TO WORK

MONTH

DAY

YEAR

MONTH

DAY

YEAR

CONTACT FIRST NAME

CONTACT PHONE NUMBER

CONTACT LAST NAME



344 1197-1

DATE OF HIRE

MONTH

DAY

YEAR

NOTICE: Report should be clearly completed, (preferably typed)
and original mailed to the Bureau at the address in the upper left
corner and a copy to employee and insurer.

UBC-344 REV 1-01

(OVER)

TYPE OF INJURY CODE

PART OF BODY AFFECTED CODE

CAUSE OF INJURY CODE (ENTER CODES, IF KNOWN)

TYPE OF INJURY OR ILLNESS

PARTS OF BODY AFFECTED

CAUSE OF INJURY

DID INJURY OR ILLNESS OCCUR
ON EMPLOYER'S PREMISES?

YES

NO

IF OUT OF STATE, SPECIFY
STATE OF INJURYWERE SAFEGUARDS OR SAFETY
EQUIPMENT PROVIDED?

YES

NO

WERE SAFEGUARDS OR SAFETY
EQUIPMENT USED?

YES

NO

ALL EQUIPMENT, MATERIALS, OR CHEMICALS EMPLOYEE WAS USING WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED

HOW INJURY OR ILLNESS/ABNORMAL HEALTH CONDITION OCCURRED. DESCRIBE THE SEQUENCE OF EVENTS AND INCLUDE ANY OBJECTS OR SUBSTANCES DIRECTLY RESPONSIBLE

IF FATAL, GIVE DATE OF DEATH

MONTH

DAY

YEAR

PHYSICIAN/HEALTH CARE PROVIDER

FIRST NAME:

LAST NAME:

STREET

CITY

STATE

ZIP

HOSPITAL NAME:

STREET

CITY

STATE

ZIP

POLICY/SELF INSURED NUMBER:

INITIAL TREATMENT:

NO MEDICAL TREATMENT

MINOR BY EMPLOYEE

CLINIC / HOSPITAL

PANEL PHYSICIAN

EMPLOYEE PHYSICIAN

EMERGENCY CARE

HOSPITALIZED MORE THAN 24 HOURS

POLICY PERIOD FROM:

MONTH

DAY

YEAR

POLICY PERIOD TO:

MONTH

DAY

YEAR

WITNESS FIRST NAME

WITNESS PHONE NUMBER

WITNESS LAST NAME

PERSON COMPLETING THIS FORM

NAME:

TITLE:

PHONE:

INSURANCE CARRIER OR THIRD PARTY ADMINISTRATOR (IF SELF-INSURED)

NAME: Delaware Valley WC Trust

STREET 1015 York Road, 1015 York Road

CITY Willow Grove

STATE PA

ZIP

19090-1397

BUREAU CODE: 5503

FEIN: 232671759

DATE PREPARED

MONTH

DAY

YEAR

Any individual filing misleading or incomplete information knowingly and with intent to defraud is in violation of Section 1102 of the Pennsylvania Workers' Compensation Act and may also be subject to criminal and civil penalties through Pennsylvania Act 165.



344 1197-2

Exhibit A

Timeline

- | | | |
|----|------------------|---|
| 1. | Date of Injury | |
| 2. | 5 Calendar Days | Employee Report of Injury |
| 3. | 7 Calendar Days | Request for HLA Benefits |
| 4. | 5 Calendar Days | Borough Acknowledgment of HLA Request |
| 5. | 7 Business Days | Submission by Claimant of Medical Release & Authorization Form |
| 6. | 30 Calendar Days | Determination by Borough of HLA Benefits Claim, unless there are unusual circumstances |
| 7. | 14 Calendar Days | Notice of Appeal from Denial of HLA Benefits and Commencement of HLA Adjudication Process |

SCHEDULE 30
Police Pension Plan
DROP Plan

Article II. Police Pension Plan

§ 30-13. Definitions.

- A. As used in this article, the following terms shall have the meanings indicated:

AGE

The age attained by the employee at his or her last birthday.

ANNIVERSARY DATE

Any January 1 after the effective date.

AVERAGE APPLICABLE COMPENSATION

The average monthly earnings of the member at any time of reference computed over the last 36 months (or such shorter period as represents the member's total period of continuous employment by the Borough prior to such date of reference). For purposes of computing average applicable compensation, actual monthly salary shall include base pay, longevity pay, night differential pay (if any) and overtime pay, but shall exclude reimbursed expenses or payments in lieu of expenses, nonsalary compensation (including fringe benefits), uniform allowances, and buy back by the Borough of any unused sick days or vacation time. Average applicable compensation shall include pickup contributions (if any) paid for the member by the Borough under and pursuant to Section 414(h) of the Internal Revenue Code and any elective salary deferrals made by the member pursuant to Section 457 and/or Section 125 of the Internal Revenue Code.

BOROUGH

The Borough of New Hope, Bucks County, Commonwealth of Pennsylvania.

CHIEF ADMINISTRATIVE OFFICER

The person who has primary responsibility for the execution of the administrative affairs of this pension plan, or the designee of that person.

COMPENSATION

Based on earnings which include base pay, longevity pay, night differential (if any), overtime pay and pickup contributions pursuant to Section 414(h) of the Internal Revenue Code, but shall exclude reimbursement expenses or payments in lieu of expenses, nonsalary compensation (including fringe benefits), uniform allowances, and buy back by the Borough of any unused sick days or vacation time. Compensation shall include any and all elective salary deferrals made by the member pursuant to Section 457 and/or Section 125 of the Internal Revenue Code.

COUNCIL

The Council of the Borough of New Hope.

EARLY RETIREMENT DATE

The first day following the date on which the member completes 20 years of service.

EFFECTIVE DATE

This article shall be effective January 1, 2003.

EMPLOYEE

Any sworn police officer in the full-time employ of the Borough Police Department whose customary employment is for not less than 40 hours a week.

FUND

All assets held by the Trust under the Trust Agreement relating to this Police Pension Plan.

MEMBER

Any sworn police officer in the full-time employ of the Borough Police Department who has satisfied the eligibility requirements established in Article II hereof and who is, at the time of reference, or has prior to their elimination, been making such contributions as may be required pursuant to § 30-15A hereof.

NORMAL RETIREMENT DATE

The first day following the date on which the member completes 25 years of service, and the date on which the member attains age 55.

PLAN

The Police Pension Plan for the Borough of New Hope, as herein set forth and as the same may hereafter be amended.

PLAN YEAR

A period of 12 consecutive months commencing on any January 1 and ending on the following December 31.

POLICE PENSION BOARD (sometimes referred to as the "BOARD")

A seven-member committee composed of three Council members (appointed by the President of Council), one of whom is the Chairman of the Police Committee, the Borough Mayor, the Chief of Police and two other employees of the Police Department.

SERVICE

The aggregate of member's total periods of employment as a full-time employee of the Borough. If a member enters military service, either voluntarily or by conscription, after he has been employed for at least six months, such time spent in the armed forces of the United States during a period of wartime of general military conflict shall be counted as service for purposes of the plan, provided that such member returns to police service with the Borough within six months after

his discharge or release from such active duty in the armed forces of the United States. The time spent in military service due to voluntary extension of such military service during a period of peacetime shall not be included as service for the purposes of this plan. Time spent on Reserve or National Guard Training shall be included as service for purposes of this plan.

TOTAL AND PERMANENT DISABILITY

Any condition arising from service-connected illness or injury which precludes an employee from performing the duties associated with the normal occupational requirements of a police officer as certified by a physician designated by the Borough.

TRUSTEE

The Council of the Borough of New Hope or any other agency or person appointed by such to serve in that capacity as set forth in the Trust Agreement.

- B. Wherever applicable as used herein, unless the context specifically provides otherwise, the singular and plural shall be interchangeable, and the masculine and feminine pronoun shall include either sex.

§ 30-14. Eligibility.

- A. All persons who are employees (as defined in this plan) as of the effective date hereof shall be a member as of the effective date.
- B. Any person who becomes an employee after the effective date hereof shall become a member on the first day of service as an employee.

§ 30-15. Contributions.

- A. Contributions by members.

(1) The member shall pay into the fund at a rate of 5% of compensation. Compensation for this purpose shall be as defined in § 30-13 of this article. The Council may, on an annual basis, by ordinance or resolution, reduce or eliminate payments into the fund by members. Individual records of contributions by members shall be maintained, including all interest credited to his individual account. Interest to be credited shall be 2% compounded annually.

(2) Interest shall be credited from the end of the plan year in which paid to the last day of the month after which a refund becomes payable.

- B. Refund of member's contributions. Any member who for any reason shall be ineligible to receive a pension after having made contributions shall be entitled to a refund of his individual account balance; such refund is payable immediately upon discontinuance of his employment with the police force or within a reasonable time (not more than 45 days after discontinuance). If such discontinuance is due to death, then such refund shall be paid to his designated beneficiary or, in the absence thereof, to his estate. If a retired member, who is receiving a benefit by reason of disability or retirement, dies, and is not survived by a spouse, then the refund payable to the beneficiary shall be equal to the

individual account balance at the date of disability or retirement, less any pension payments made to the member.

- C. Deposits. Contributions by members shall be remitted to the trustee monthly.
- D. State aid. The portion of the payments made by the State Treasurer to the Borough and designated by the Council to be allocated to the Police Pension Fund from money received from taxes paid upon premiums by foreign casualty insurance companies for purposes of pension retirement or disability benefits for policemen shall be used as follows: (1) to reduce the unfunded liability, or, after such liability has been fully funded, (2) to apply against the annual obligation of the Borough for future service costs, or to the extent that the payment may be in excess of such obligations, (3) to reduce member contributions pursuant to Subsection A hereof.
- E. Borough contributions. Subject to the provisions and limitations set forth in other sections of this plan, the Borough shall contribute the amounts certified to be necessary by the fund's actuary to provide the benefits provided by this plan.
- F. Nonintervening military buy back.
 - (1) The plan provides full service credit for each year of military service or fraction thereof, not to exceed five years, to a member who was not employed by the Borough prior to such military service, payable by the member.
 - (2) The member shall pay the amount for the purchase of credit for military service, other than intervening military service, which shall be computed by applying the average normal cost rate for the plan as certified by the Public Employee Retirement Study Commission, but not to exceed 10%, to the member's average annual rate of compensation over the first three years of service and multiplying the result by the number of years and fractional part of a year of creditable nonintervening military service being purchased, together with interest at the rate of 4 3/4% compounded annually from the date of initial entry into service to the date of payment.
 - (3) A member of the plan shall be eligible to receive service credit for intervening or nonintervening military service, provided that he is not entitled to receive, eligible to receive then or in the future, or is receiving retirement benefits for such service under a retirement system administered and wholly or partially paid for by any other governmental agency with the exception of a member eligible to receive or who is receiving military retirement pay earned by a combination of active duty and non-active duty with a reserve or national guard component of the armed forces which retirement pay is payable only upon the attainment of a specified age and period of service under 10 U.S.C. Ch. 67 (relating to retired pay for nonregular service).
- G. Other contributions. The fund shall be authorized to receive by gift, grant, devise or bequest, any money or property, real, personal or mixed, in trust for the benefit of the

fund. The trustee of the fund shall be subject to such directions not inconsistent with this plan as the donors of such funds and property may prescribe.

§ 30-16. Retirement benefits.

A. Normal retirement.

(1) Each member may retire on or at any time after his normal retirement date. Any member so retiring shall be entitled to receive a monthly pension commencing as of the first day following his date of actual retirement and ending with the payment made as of the first day of the month in which his death occurs. The monthly pension to which such retired member shall be entitled to under this plan shall be equal to 50% of such member's average applicable compensation.

(2) In addition to the monthly retirement benefit described above, each member who has completed 26 years of service shall receive an additional monthly pension benefit equal to a maximum of \$100 per month, each member who has completed 27 years of service shall receive an additional monthly pension benefit equal to a maximum of \$200 per month, and each member who has completed 28 years of service shall receive an additional monthly pension benefit equal to a maximum of \$300 per month.

- B. Early retirement benefit.** Each member may retire on or at any time after his early retirement date. Upon termination, the member must file with the Secretary of the Borough a written notice of his intention to elect an early retirement benefit. This benefit shall become effective as of the date of the notice or the date designated in the notice, whichever is later. The amount of the early retirement benefit shall be the actuarial equivalent of a vested retirement benefit as computed in § 30-18A. The actuarial equivalent of the vested retirement benefit shall be determined by actuarially reducing the vested retirement benefit to reflect that it will commence on the effective date of the early retirement rather than on the member's normal retirement date. The actuarial reduction shall be calculated using the actuarial assumptions reported in the last actuarial valuation report filed with the Public Employee Retirement Commission.
- C. Postponed retirement.** An employee shall be allowed to continue as an employee beyond his normal retirement date. In such case, the employee shall remain a member of the plan until he actually retires or ceases to be an employee. Any contributions required pursuant to § 30-15A hereof shall continue.
- D. Disability benefit.** If a member retires because of a total and permanent disability, he shall be entitled to receive a pension benefit equal to 50% of his compensation at the time the disability was incurred, offset by social security. The benefit will commence on the first day of the month following the month in which he retires. Council reserves the right to require disabled members to present evidence of total and permanent disability and of the continuance of such condition from time to time and reserves the right to require members to submit to medical examinations by practitioner(s) selected by the Council as a precondition to the continued payment of benefits.

§ 30-17. Death benefits.

- A. Death benefit if no surviving spouse nor dependent children. If a member dies prior to the commencement of pension benefits, then his designated beneficiary shall be entitled to a refund of his accumulated member's contributions with credited interest. If no beneficiary survives, then the refund is payable to the member's estate.
- B. Pension benefit to surviving spouse and dependent children. If a member dies survived by a spouse or dependent children, after having become eligible to receive a pension benefit [i.e., he was eligible because (a) he was already receiving a pension (b) he met the age and service requirements, but he had not yet retired], then a monthly pension benefit shall be provided.
- (1) The amount of the monthly pension benefit shall be 50% of the pension the member was receiving or would have been entitled to receive if he had been retired at the time of his death.
- (2) In the event a member dies after completing 12 or more years of service but was not yet eligible for normal retirement or preretirement survivor benefits, the surviving spouse shall act on behalf of the member in selecting the alternative addressed in § 30-18A. If a vested benefit is selected, the surviving spouse shall receive 50% of the member's vested monthly benefit commencing on the first day of the month following the member's normal retirement date.
- (3) In the event a member dies after completing 20 or more years of service but was not yet eligible for normal retirement or preretirement survivor benefits, the surviving spouse shall act on behalf of the member in selecting the alternative addressed in § 30-16B. If an early retirement benefit is selected, the surviving spouse shall receive 50% of the member's monthly early retirement benefit commencing on the first day of the month following the election of this benefit.
- (4) The monthly pension benefit is payable to the surviving spouse until death then to surviving dependent children under the age of 18 years or if attending college, under or attaining the age of 23 years. Attending college shall mean the eligible children are registered at an accredited institution of higher learning and are carrying a minimum course load of seven credit hours per semester. Dependent children shall include stepchildren, adopted children, and any child conceived before the time of the member's death and thereafter born to the member's spouse.
- C. Preretirement survivor benefit. In the event a member is killed in service, the member's family shall receive the benefits provided for and subject to the terms of Act 51 of 2009, which benefits are paid exclusively by the Commonwealth of Pennsylvania with the exception of any pension benefit to which the member was entitled prior to the member's death, solely by virtue of the member's service as a Borough police officer (i.e., either a normal, early, or vested pension benefit). It is understood that "family" shall refer to the surviving spouse and dependent children. The benefit is payable to the surviving spouse until death, then to the surviving dependent children under the age of 18 years, or if

attending college, under or attaining the age of 23 years. The terms "dependent children" and "attending college" shall be consistent with that of § 30-17B of this article.

[Amended 7-19-2011 by Ord. No. 2011-07]

§ 30-18. Severance of employment.

If a member leaves the employ of the Borough or ceases to be a member whether by reason of his transfer, resignation or discharge, or by reason of disability or retirement other than after becoming eligible for benefits pursuant to § 30-16 or 30-17 of this plan, he shall be entitled to a refund of all contributions made by him and then on deposit in the fund, plus interest thereon, computed at the rate described in § 30-15A. However, a member who has completed 12 or more years of service may elect either Subsection A or Subsection B as described below:

- A. He may elect to leave his contributions, plus interest in the fund so as to receive a vested pension benefit to start at his normal retirement date. He must file with the Secretary of the Borough within 90 days of the date he ceases to be a full-time police officer, a written notice of his intention to vest. The amount of the vested pension benefit shall be (x) divided by (y) where (x) is the number of years of service at the date of termination and (y) is the number of years of service which the member would have had if he worked until normal retirement date, multiplied by the benefits described in § 30-16A. Years of service shall be measured in years and completed months.
- B. He may elect to receive a refund of all contributions made by him and then on deposit in the Trust Fund, plus interest thereon, computed at the rate described in § 30-15A. If he elects to receive the refund of his contributions plus interest, he would forfeit the pension benefit outlined in Subsection A.

§ 30-19. Method of distribution of benefits.

- A. Refund benefits becoming distributable pursuant to § 30-18A and death benefits becoming distributable pursuant to the provision of § 30-17A shall be paid in the form of a lump-sum distribution.
- B. The normal form of all benefits payable hereunder shall be a pension for the life of the member commencing on the date specified and ending with a payment made on the first day of the month in which the member dies, subject, however, to the payment of a death benefit calculated pursuant to § 30-17B.

§ 30-20. Management of fund.

- A. It is the duty of the trustee to pay the benefits to members and their beneficiaries, as provided in §§ 30-16, 30-17 and 30-18, in accordance with the instructions received from the Council, provided, however, that the duty of the trustee to make such payments is wholly contingent upon the sufficiency of the fund for such purposes.
- B. The Council may employ an actuary, investment advisors, counsel, or other professional consultants from time to time in connection with the operation of the fund or of this plan. Such persons or entities shall be compensated by the Borough at such rates as may be agreed upon by the Council. Such compensation may be paid from the fund.

C. Investment manager.

(1) The Council may, by an instrument in writing, appoint one or more persons as an investment manager and may delegate to an investment manager, from time to time, the power to manage and control the investment of any plan asset. Each person appointed shall be:

(a) An investment advisor registered under the Investment Advisors Act of 1940;

(b) A bank as defined in that Act; or

(c) An insurance company qualified to manage, acquire or dispose of any asset of the plan under the laws of more than one state.

(2) Each investment manager shall acknowledge in writing that it is a fiduciary with respect to the plan. The Council shall enter into an agreement with each investment manager specifying the duties and compensation of such investment manager and other terms and conditions under which such investment manager shall be retained. The Council shall not be liable for any act or omission of any investment manager, and shall not be liable for following the advise of any investment manager, with respect to any duties delegated to the investment manager.

(3) The Council shall have the power to determine the amount of fund assets to be invested pursuant to the direction of a designated investment manager and to set investment objectives and guidelines for the investment manager.

D. Determination of fair market value.

(1) The trustee shall make an annual determination of the fair market value of the fund as of the anniversary date and as of such additional dates as the Council may direct.

(2) The fair market value of the fund shall be reported to the actuary who shall calculate the amount to be contributed to the fund by the Borough with respect to each plan year in accordance with the assumptions most recently adopted by the Council for the purpose of such computations; provided, however, that the liability of the Borough to make such contributions is subject to all of the conditions and limitations set forth elsewhere in this plan.

§ 30-21. Police Pension Board.

A. The plan shall be administered through a seven-person Police Pension Board, herein referred to as the "Board." The Board shall make and adopt rules and regulations for the efficient administration of the plan.

B. The Chief Administrative Officer (see definition as contained in § 30-13 of this article) shall (in conjunction with the plan trustee), keep all data, records, and other documents pertaining to the administration of this plan and shall execute all documents necessary to effectuate the provisions of the plan and shall provide all such data, records, and

documents, to the plan trustee, the actuary and other professionals as may be required to implement and administer this plan.

- C. The Board shall construe the plan, shall determine any questions or fact arising under the plan and shall make all decisions required of it under the plan, and its construction thereof, and such decisions taken thereon in good faith shall be final and conclusive. It may correct any defect or supply any omission or reconcile any inconsistency in such manner and to such extent as it shall deem expedient to carry the plan into effect, and it shall be the sole judge of such expediency. The Board shall act uniformly with respect to matters coming before it concerning employees in similar circumstances.
- D. The Board shall serve without bond except as may be otherwise required by law and without compensation for its services as such.
- E. The members of the Board, and each of them, shall be free of all liability for any act or omission except by willful misconduct or gross negligence, and each of them shall be fully indemnified by the municipality against all judgments not involving findings of their respective personal or collective willful misconduct or gross negligence and against all cost, including counsel fees, incurred in defense of actions brought against them.
- F. The Board shall make available to members, retired members and terminated members and to their beneficiaries, for examination during business hours, such records as pertain to the person examining.
- G. To enable the Board to perform its function, the municipality shall supply full and timely information to it on all matters relating to the pay of all members, their retirement, death, termination of employment and such other pertinent facts as the Board may require; and the Board shall advise the trustee of such of the foregoing facts as may be pertinent to the trustee's administration of the fund and shall give proper instructions to the trustee for the carrying out of the purposes of this plan.
- H. The Board shall enact such rules and regulations for the conduct of its business and for the administration of the plan as it may consider desirable, provided the same shall not be in conflict with any of the provisions of the plan. All actions of the Board shall be taken at meetings at which at least four members shall be present, or by written resolutions concurred in by not less than four of its members. Written minutes shall be kept of the meetings and actions of the Board.
- I. The Board will meet at least semiannually to review the plan administration, fund management, plan provisions and other matters which from time to time may affect the plan. The Board will present its findings and/or recommendations to the Council.

§ 30-22. Provisions relating to the Borough.

- A. It is the expectation of the Borough that it will continue this Pension Plan indefinitely, and will, from time to time, contribute to the fund such amounts as may be needed to provide the benefits set forth in the plan.

- B. The provisions of any ordinance establishing, amending, or maintaining the plan shall not be a charge on any other fund in the Treasury of the Borough or under its control, save the Uniformed Employee's Pension Fund herein provided for.
- C. Nothing contained in the plan shall be held or construed as a contract or guarantee of employment nor to create any liability upon the Borough to retain any person in its service. The Borough reserves the full right to discontinue the service of any person without any liability except for salary or wages that may be due and paid, whenever in its judgment its best interests so require, and such discontinuance shall be without regard to this plan.

§ 30-23. Termination or amendment of plan.

- A. The Borough may amend this plan from time to time as is necessary to maintain its actuarial soundness and to incorporate changes in plan benefits or entitlements. However, no amendment shall be made which will, in any manner, divert any part of the fund to any purpose other than the exclusive benefit of members or their beneficiaries (except that upon termination such diversion may be made after all of the fixed and contingent liabilities to members and their beneficiaries have been met); nor shall any amendment be made at any time which will in any manner divest any benefit then vested in a member or reduce or eliminate a benefit to which a member has been given an expectation by virtue of pension ordinance or pension calculations for retiring officers who retired during the member's participation in this plan.
- B. In the event of termination of this plan, the Council shall allocate the assets then remaining in the fund as follows:
 - (1) Sufficient funds shall be maintained to provide the pension benefits prescribed in § 30-15 for all members who have retired prior to termination or who are eligible for retirement at the time of the termination of this fund.
 - (2) Contributions with interest at a rate established by the Council as provided in § 30-17 shall be refunded to any and all members who terminate service at the time of the termination of the fund.
 - (3) Of the remaining funds, those which can be identified as municipality contributions or contributions other than from members or from the commonwealth allocation, shall be distributed as the Council sees fit, provided that such distribution is in compliance with § 30-20.
 - (4) All funds in excess of the funds described in Subsection B(1), (2) and (3) above shall be returned to the commonwealth as unused funds pursuant to the Act of May 12, 1943, P.L. 259, as amended, 72 P.S. § 2263.1 et seq.

§ 30-24. Miscellaneous provisions.

- A. No benefit under this plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, or encumbrance, nor to seizure, attachment, or other legal

process for the debts of any member or member's beneficiary. This provision shall not apply to a "qualified domestic relations order" defined in Internal Revenue Code Section 414(p), and those other domestic relations orders permitted to be so treated by the Council under the provisions of the Retirement Equity Act of 1984. The Borough shall establish a written procedure to determine the qualified status of domestic relations orders to administer distributions under such qualified orders. Further, to the extent provided under a qualified domestic relations order, a former spouse of a member shall be treated as the spouse or surviving spouse for all purposes under this plan.

- B. Any person dealing with the Borough may rely upon a copy of this plan and any amendments thereto certified to be true and correct by the trustee.
- C. In no circumstances, whether upon amendment or termination of this plan or otherwise, shall any part of the fund be used or diverted to any purpose other than the exclusive benefit of members or their beneficiaries until all of the actuarial obligations to such member or member's beneficiaries have been met.
- D. If the Council deems any person incapable of receiving benefits to which he is entitled by reason of minority, illness, infirmity, or other incapacity, it may make payment directly for the benefit of such person, to the guardian or trustee for said person, whose receipt shall be complete acquittance therefore. Such payment shall, to the extent therefore, discharge all liability of the Borough, or the fund.
- E. Should any provision of this plan be determined to be void by any court, the plan will continue to operate and, to the extent necessary, will be deemed not to include the provision determined to be void.
- F. Headings and captions provided herein are for convenience only and shall not be deemed part of the plan.
- G. This plan shall be construed and applied under the laws of the Commonwealth of Pennsylvania where not in conflict with federal laws which shall prevail.
- H. This article repeals all other ordinances prior to the date of its enactment.

§ 30-25. New Hope Police Deferred Retirement Option Plan

- A. **Title.** This Section shall be known as the "New Hope Police Deferred Retirement Option Plan."
- B. **Definitions.** When used in this Section, the below words shall have the meaning indicated.

"Borough" – Borough of New Hope, Bucks County, Pennsylvania.

"DROP" – The DEFERRED RETIREMENT OPTION PLAN referred to in the Collective Bargaining Agreement between the New Hope Police Benevolent Association and the Borough of New Hope.

"DROP Account" – Separate ledger account created to accept DROP participants' monthly pension benefit while a DROP participant, as well as any interest thereon.

"Fund" or "Plan" – the Police Pension Plan.

"Participant" – a Police Officer who meets the eligibility for and has executed the proper documents for participation in DROP and has had such application approved by the Borough.

"Police Officers" - Police Officers of the Police Department.

C. Eligibility. Eligibility for the DROP shall be determined as follows:

Police Officers who have not retired prior to the implementation of the DROP may enter into the DROP on the first day of any month following completion of twenty-five (25) years of credited service and attaining the age of fifty-five (55).

D. Written Election. Eligible Officers who wish to be Participants in the DROP must signify that intention in writing as follows:

1. A Police Officer electing to participate in the DROP must complete and execute an "DROP Participation Election Form" and filed with Chief Administrative Officer at least thirty (30) days prior to the date that the Employee is eligible to receive a Normal Retirement benefit under the Plan which shall evidence the member's election to participate in the DROP. The form must be signed by the Police Officer and be notarized and submitted prior to the date on which the member wishes DROP participation to commence. The DROP Participation Election Form shall include an irrevocable notice to the Borough, by the Police Officer member, that the Police Officer shall resign from employment with the Police Department effective on a specific date (the "resignation date") that is no later than two (2) years from the effective date of DROP Election Form. A Police Officer shall cease to work as and may no longer be employed as a Police Officer on the officer's resignation date, unless the Borough properly terminates or honorably discharges the officer prior to the resignation date. A participant may resign from employment while in DROP status, which shall terminate his/her participation in the DROP.
2. In addition to the above information, the DROP Participation Election Form shall also advise the employee of the following: (1) an explanation of the Participant's rights and obligations while in DROP; (2) that, as a condition of DROP participation, the Participant foregoes active participation in the Police Pension Plan and foregoes any recalculation of pension benefits to include salary increases occurring after DROP participation commences; (3) that, also as a condition of DROP participation, the Participant agrees to hold the Borough harmless for any financial consequences, for example, tax or investment consequences, flowing from any aspect of DROP participation, including, but not limited to, the decision to participate in the DROP; and (4) that the DROP Participant's service while in DROP will not count as pension service nor will it entitle a participant to any service increment benefits to which the Participant was not entitled prior to commencing DROP participation. A DROP Participant must also complete any and all retirement documents required by the Police Pension Plan Administrator, and such documents must be filed and presented

to the Borough for approval of retirement and payment of pension. Once a DROP Participation Election Form has been approved by the Borough, it is irrevocable. Likewise, once a DROP Participant enters the DROP, the Participant may not subsequently leave and then re-enter the DROP, even if the employee separates from employment and subsequently begins employment with the Borough again.

- E. Benefit Calculation.** For all Pension Plan purposes, continuous service of a Police Officer 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 Borough Police Pension Plan. The average monthly compensation of the Police Officer 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 Plan. The pension benefit payable to the members shall increase only as a result of Cost of Living Adjustments in effect on the effective date of the member's participation in the DROP or by applicable cost of living adjustments granted thereafter.
- F. Pension Contributions During DROP Participation.** A Police Officer participating in the DROP shall not make any required pension contribution during DROP service.
- G. Accumulation of the DROP Account.** The monthly retirement benefits that would have been payable had the Police Officer elected to cease employment and receive a normal retirement benefit, shall, upon the Police Officer commencing participation in DROP, accumulate to the benefit of that Officer and be accounted for on that Police Officer's DROP Account. Participants shall not have the option of self-directed investment of their individual DROP Account while in the DROP. Instead, the monies shall be invested in a fund to be identified and selected solely by the Borough in accordance with applicable law so as to generate a rate of return of no less than zero percent (0%) and no more than four and a half percent (4.5%).
- H. Accrual of Non-Pension Benefits.** After a Police Officer elects to participate in the DROP, all other contractual benefits shall continue to accrue with the exception of those provisions relating to the Police Pension Plan. However, either prior to participation in the DROP or upon separation from employment, a Participant may make a one-time request for payment for any accrued but unused vacation or sick leave time if the Borough is obligated to provide such payment upon the Participant's retirement pursuant to the provisions of the Collective Bargaining Agreement in effect at the time. A Participant may utilize leave time during the DROP period, but the Borough shall not be required to buyback any such accrued and unused leave time at the end of the DROP period if the Participant elected payment for such time prior to participation in the DROP.
- I. Payout.** Upon separation from employment, the DROP payout options available to the DROP Participant shall be as follows:

 - 1. The balance of the DROP Participant's account, less withholding taxes, if any, remitted to the Internal Revenue Service, shall be paid within forty-five (45) days of the receipt of the election form, by the Plan from the account to the Participant or the Participant's surviving beneficiary.

2. The balance of the DROP Participant's account shall be paid within forty-five (45) days of the receipt of the election form, by the Plan from the account directly to the custodian of an eligible retirement plan as defined by Internal Revenue Code Section 402(c)(8)(b), or in the case of an eligible rollover distribution to the surviving spouse of a deceased DROP Participant, an eligible retirement plan that is an individual retirement account or an individual retirement annuity as defined by Internal Revenue Code Section 402(c)(9).
3. If the DROP Participant or beneficiary fails to make an election within sixty days (60) following the date of termination of DROP participation, then the Borough shall implement section 1 above.

The form of payment selected by the DROP Participant or surviving Beneficiary shall comply with the minimum distribution requirements of the Internal Revenue Code of 1986.

The terminating DROP Participant shall commence receipt of the monthly retirement benefit directly starting with the first day of the month coincident with or next following termination of employment with the Borough.

The DROP shall at all times comply with the annual benefit limitations of Code Section 415 and the regulations thereto.

- J. Service Connected Disability During DROP.** If a DROP Participant becomes temporarily incapacitated due to a service-connected injury during his participation in DROP, that Police Officer shall continue to participate in the DROP as if fully employed. The Police Officer shall receive disability pay in the same amount as disabled Police Officers that are not participating in DROP. In no event shall a Police Officer on temporary disability have the ability to draw from his DROP account. However, notwithstanding any other provision in this paragraph, if a Police Officer is disabled and has not returned to work as of the date of his required resignation, then such resignation shall take precedence over all other provisions herein and said officer shall be required to resign. Nothing contained in this Plan shall be construed as conferring any legal rights upon any Police Officer or other person to a continuation of employment nor shall participation in the DROP supersede or limit in any way the right of the Borough to honorably discharge a Police Officer based upon an inability to perform his or her full duties as a police officer. If a DROP Participant becomes eligible for a service-connected disability pension and his employment is terminated due to an inability to continue in service on grounds that render him eligible for a service-connected disability pension, the monthly normal retirement benefit of the DROP Participant shall be reclassified as being on account of a service-connected disability. In no event shall a DROP Participant's monthly retirement benefit be recalculated. The DROP Participant's monthly retirement benefit shall remain 50% as calculated at the time of entry into the DROP.
- K. Death.** If a DROP Participant dies, the Participant's eligibility for DROP shall terminate upon the date of death. In such case, if the DROP account balances have not yet been paid out, the Participant's legal beneficiary shall have the same rights and options as the Participant to withdraw/roll over the account balance.

- L. Forfeiture of Benefits.** Notwithstanding a Police Officer's status as a DROP Participant, a current or former Participant who is convicted or pleads guilty to engaging in criminal misconduct which constitutes a "crime related to public office or public employment," as that phrase is defined in Pennsylvania's Pension Forfeiture Act, 43 P.S. §§ 1311-1314, shall forfeit his right to receive a pension, including any amounts currently deposited in the DROP Account. In such a case, the Participant shall only be entitled to receive the contributions, if any, made by the Participant to the Police Pension Fund, without interest.
- M. Cost of Management for DROP.** The New Hope Police Benevolent Association and the Borough agree that any costs or fees associated with the management of the DROP accounts shall be paid directly from the Pension Fund and not by the Borough.
- N. Amendment.** Any amendments to this DROP Ordinance shall be consistent with the provisions covering Individual Retirement option plans set forth in any applicable collective bargaining agreement and shall be binding upon all future DROP Participants and upon all DROP Participants who have balances in their Individual Retirement option accounts. The DROP may only be amended by a written instrument, not by any oral agreement or past practice.
- O. Construal of Provisions.** A Police Officer's election to participate in the DROP shall in no way be construed as a limitation on the Borough's right to suspend or to terminate a Police Officer for just cause or to grant the Police Officer an honorable discharge based upon a physical or mental inability to perform his or her duties.
- P. Severability.** The provisions of the DROP shall be severable; and if any of its provisions shall be held to be unconstitutional or illegal, the validity of any of the remaining provisions of the DROP shall not be affected thereby. It is hereby expressly declared as the intent of the Borough that the DROP would have been adopted had such unconstitutional or illegal provision or provisions not been included herein.
- Q. Effective Date.** The Effective Date of the DROP shall be January 1, 2015 [CONFIRM].

SCHEDULE 40
Drug Testing Policy

DRUG TESTING POLICY

1.01 PURPOSE

The purpose of this policy is to provide a drug-free workforce and workplace. This policy also seeks to implement a fair, reliable, and valid random drug testing program for police officers, while providing uniformity in the interpretation and application of the Borough of New Hope Police Department's (Department) policy regarding the illicit use of drugs by officers.

1.02 POLICY

It is the policy of the Department that its officers be physically and mentally fit to serve and protect the public. In accordance with the Drug-Free Work Place Act of 1988, the Department prohibits the use or possession on or off duty of a controlled substance by a officer unless:

- A. Possession is required in the course of the officer's official duties.
- B. The controlled substance has been legally prescribed for a medical condition for the officer.

1.03 DEFINITIONS

- A. Collector: An independent licensed medical professional with contractual responsibility for coordinating the collection of urine specimens and forwarding them for testing.
- B. Confirmatory Test: Test of urine specimen for the presence of drugs or classes of drugs using gas chromatography/mass spectrometry (GC/MS). A "confirmed positive" test result means that concentrations of drugs exceed the cutoff levels for both the initial screening and confirmatory test.
- C. Chain-of-Custody: Procedures established by selected vendors that ensure integrity of collection, transportation, and testing of samples.

- D. Drug: For the purpose of this policy, drug will refer to the list of substances identified within this policy.
- E. Drug Program Coordinator (DPC): Employee designated by the Assistant Borough Manager with primary administrative responsibility for coordination of all Department drug testing and awareness program activities.
- F. Initial Screening: Immunoassay test of urine specimen to detect the presence of drugs or classes of drugs.
- G. Medical Review Officer (MRO): An independent physician with knowledge of substance abuse testing with contractual responsibility for interpreting and verifying drug testing results.
- H. Member: For the purpose of this policy, officers are all sworn personnel of the Department, including the Chief of Police.
- I. Substance Abuse and Mental Health Services Administration (SAMHSA): Unit within the United States (U.S.), Department of Health and Human Services, which oversees the federal drug testing program and certifies laboratories for testing of specimens for the presence of drugs.
- J. Random Testing: Drug testing which can occur on any scheduled workday, and where officers have an equal statistical chance of being selected for testing.
- K. Reasonable Suspicion Testing: Drug testing which can be ordered by the Department for an officer when the Department has reasonable grounds to believe the officer is under the influence or is an illegal user of controlled substances. Nothing in this policy shall prohibit the Department from exercising its responsibility to order an officer to submit to drug screening when it has reasonable grounds to order the test.
- L. Site Coordinator (SC): A police officer, normally the Sergeant, in the Department designated to assist the Collector onsite on the actual day of collection.
- M. Split Sample: The separation of the urine specimen into two containers at the time of collection for the purpose of making a primary testing sample and a secondary storage sample. The secondary storage sample can be used for the purpose of independent testing.

- N. Verified Positive Test: Certification by the MRO that the properly processed specimen tested positive for one or more of the targeted drugs, for which there was no presentation of legitimate medical explanation.

1.04

RESPONSIBILITIES

- A. The Department and the New Hope Police Benevolent Association (New Hope PBA) shall, in conjunction with a third party vendor selected by the Department, develop and maintain a drug testing manual which specifically governs drug testing procedures and requirements. Any changes to the manual or policies associated with this program will be discussed in advance with the New Hope PBA.
- B. The Chief of Police shall be responsible for implementing a random drug testing program and ensuring program procedures are uniformly implemented throughout the Department.
- C. The Medical Review Officer shall:
 - 1. Receive, review, and interpret laboratory test results and determine if positive test results are consistent with illegal drug use.
 - 2. Evaluate alternative medical and clinical information for an explanation of a confirmed positive test result.
 - 3. Notify the DPC of all final test results.
 - 4. Maintain records of specimen collections and drug testing results; conduct administrative review of those results; and notify the DPC of any irregularities, discrepancies, or omissions.
- D. The Drug Program Coordinator:
 - 1. Administer the random drug testing program, including:
 - a. Maintaining primary contact with Collectors, SCs, and the MRO.
 - b. Coordinating with the designated vendor for generation and maintenance of a test list. No test

lists will be maintained other than by the vendor or DPC.

- c. Ensuring the test list is developed and officers are selected from the list in accordance with established procedures.
 - d. Notifying appropriate management officials of verified positive tests.
 - e. Providing written notification to officers of final test results.
- 2. Maintain statistical records, including numbers of officers tested and test results. A recapitulation shall be forwarded to the New Hope PBA on a quarterly basis.
- E. The Department shall develop and oversee an awareness training and education program about substance abuse.
- F. The Chief of Police shall designate the SC.
- G. The Site Coordinator shall:
 - 1. Act as the Department representative during the collection process.
 - 2. Coordinate the drug testing process with the Collector and the officer to be tested.
 - 3. Assist the Collector with logistical arrangements and with direct observation testing.
- H. The Collector shall:
 - 1. Ensure the collection facility is properly prepared and maintained during testing.
 - 2. Ensure instruction is provided to the officers to be tested and monitor compliance with collection procedures.
 - 3. Ensure the chain-of-custody forms are completed and the specimens are properly forwarded.
 - 4. Ensure maximum individual dignity and privacy is maintained during the collection process.

PROCEDURES

- A. Test Types: The test for drugs shall consist of an initial screening of the urine specimen to detect the presence of drugs and a confirmatory test when an initial screening result is positive. The established cutoff levels for tested substances will be set by the MRO. Testing will determine the presence of all or some of the following substances:
1. Cannabis metabolites.
 2. Cocaine metabolites.
 3. Opiate metabolites.
 4. Phencyclidine.
 5. Amphetamines.
- B. Random Drug Testing General Requirements:
1. Random drug testing is a mandatory five-step process: random selection of officers to be tested; collection of specimen; laboratory analysis; MRO review; and reporting.
 2. Each step of the five-step process shall conform to the procedures outlined by the U.S. Department of Health and Human Services and 49 CFR Part 40.
 3. Disciplinary action shall apply to officers who refuse to fully comply with the drug testing program or when there is evidence that the officer may have substituted or altered a specimen. Any of these circumstances shall be considered for discipline purposes to be the same as a verified positive test.
 4. Chain-of-custody requirements shall prevail during the handling and processing of specimens, and reporting of test results.
 5. The program shall provide for the maximum protection of a officer's rights to privacy during collection of

specimens and communications about drug test results and medical evaluations.

C. Random Drug Testing Collection of Specimen:

1. A third-party vendor shall be selected by the Department to be responsible for the random selection of officers to be tested. No more than 20 percent of the sworn complement will be tested on an annual basis.
2. The third-party vendor shall generate a test list and forward it to the DPC no more than 15 days prior to testing. Information relating to the identity of officers shall be held strictly confidential.
3. On the workday prior to the scheduled collection, the DPC shall notify the Chief of Police of the officers selected. The Chief of Police shall then notify the SCs. Exception: When the selected officer is the Chief of Police, the Mayor officer shall be notified.
4. Using the test list, the SC shall prepare the test schedule, and notify each officer of the scheduled test time and location.
5. The Chief of Police officer may request that collection be postponed for any or all officers due to operational need.
6. The Chief of Police officer shall inform the selected officer when the officer is to appear at the collection site. As little advance notice as possible shall be given to officers. Any problems with notifying a officer will be conveyed to the SC.
 - a. Automatic excuse from testing: Members who are unavailable for one of the following reasons shall automatically be excused from testing by the SC:
 - (1) Any vacation, compensatory, personal, or sick leave, if scheduled and approved prior to the time notification is made to the site.
 - (2) Service-connected injury leave, authorized leave of absence, suspension from duty, military leave, or weekend drills.

- (3) Court.
- b. Authorized excuse from testing: Authorized excuses are limited to the following reasons:
 - (1) Travel outside the test region, providing the travel is scheduled and approved prior to the time notification is made to the officer, officer and the officer will not return before testing is concluded on that day.
 - (2) Time off or leaves granted after the officer has been notified, provided the Chief of Police verifies that the leave is unavoidable and necessary. Any leave request submitted by a officer after site notification should be carefully scrutinized.
- 7. The Collector and the SC shall prepare the private collection enclosure or room.
 - a. Only persons authorized by the DPC shall be permitted in any part of a collection site where urine specimens are being collected and stored.
 - b. The Collector or designee may observe the officer directly when there is reason to believe the officer will substitute or alter the specimen. Such reasons are limited to those defined in the drug testing manual and require prior Department authorization.
- 8. The officer shall report to the collection site and present their driver's license to the Collector, who shall then confirm the officer's identification.
- 9. The Collector shall give the officer written and verbal instruction regarding collection procedures.
 - a. The officer is required to follow collection procedures exactly, and to participate fully in the chain-of-custody procedures. Refusal to participate, or any other unusual circumstances of behavior, shall be noted on the chain-of-custody form by the Collector.

- b. If the officer is unable to provide a 45ml specimen, the officer shall remain at the collection site until a sufficient specimen is provided or until three hours have elapsed. If the officer still cannot provide a complete specimen within three hours of the first unsuccessful attempt to provide the specimen, all attempts shall be discontinued, and the DPC shall be notified. The DPC shall consult with the MRO prior to directing the officer to obtain, within five working days, an evaluation from a licensed physician. The physician must be acceptable to the MRO, and have the expertise in the medical issues raised by the officer's failure to provide a sufficient specimen.
- c. The physician conducting the evaluation must provide to the MRO a written evaluation and the basis for such, recommending one of the following determinations:
 - (1) A medical condition has, or within a high degree of probability could have, precluded the officer from providing a sufficient amount of urine.
 - (2) There is not an adequate basis for determining that a medical condition has, or with a high degree of probability could have, precluded the officer from providing a sufficient amount of urine.

NOTE: For purposes of this section, a medical condition includes an ascertainable physiological condition or a medically documented preexisting psychological disorder, but does not include unsupported assertions of "situational anxiety" or dehydration.

- D. Laboratory Analysis: Laboratory analysis of drug testing shall be performed only by independent SAMHSA-certified laboratories.
 - 1. Chain-of-custody: The laboratory follows established chain-of-custody procedures during all phases of processing, including receipt of urine specimens, testing, reporting, and storage.

2. Testing: The laboratory performs an initial screening for every specimen received, and a confirmatory test for any specimen that tested positive during the initial screening.
 3. Specimen storage: Negative specimens are discarded by the laboratory. Confirmed positive specimens must be retained at the laboratory in a frozen state for at least 365 days, or longer, as requested by the DPC.
 4. Reporting test results to the MRO: The laboratory shall report test results to the MRO electronically or in writing within five working days of receipt of specimens at the laboratory. All electronic reports must be followed up in writing. Test results will not be communicated to the MRO orally.
 - a. The report routinely includes only the specimen identifier and the test result, either positive or negative for each class of drugs tested. All specimens negative on initial screening or negative on the confirmatory test shall be reported as negative.
 - b. In addition to the test results, the transmittal shall include a certified copy of each original chain-of-custody form, signed by the laboratory certifying official.
 - c. When requested in writing by the MRO, the laboratory shall provide quantitative analytical results to the MRO.
 5. The laboratory shall disclose random test results to someone other than the MRO only with written consent and direction of the tested officer, or by order of a court or tribunal or competent jurisdiction in response to any relevant legal claim on behalf of the tested individual.
- E. MRO Review: The MRO review is performed expeditiously prior to the transmission of any final test results to the DPC.
1. Negative initial screening results:

- a. Results which are reported as negative by the laboratory shall be reported by the MRO as negative.
 - b. The MRO shall conduct administrative reviews of negative reports for gaps in chain-of-custody, testing error, and clerical error. The DPC shall be notified of any deficiencies or omissions.
2. Positive confirmatory test results:
- a. The MRO may review inspection reports, quality control data, multiple-sample results, and other pertinent information. If the MRO determines, based on this review, that the result is scientifically insufficient for further action, the MRO shall report the final result as negative.
 - b. The MRO shall evaluate alternative medical explanations for a positive test result, including information obtained from officer medical interviews, review of other relevant biomedical factors, medical records made available by the tested officer, or clinical examinations.
 - (1) The MRO shall contact the officer on a confidential basis to determine whether the officer wishes to discuss the test results.
 - (2) If the MRO is unable to reach the individual directly, the MRO shall contact the DPC who will direct the officer to contact the MRO as soon as possible.
 - (3) The MRO may verify the test as positive without having communicated directly with the officer when:
 - (a) The officer refuses to discuss the test results with the MRO.
 - (b) The officer has been notified to contact and cooperate with the MRO and fails to satisfactorily do so within five days of the notification.

- (4) The MRO may delegate any clinical examinations or face-to-face consultations to another qualified physician.
- (5) The officer may request to submit additional information to the MRO, who shall accept only information pertinent to a medical review.
- (6) If the MRO determines there is legitimate medical explanation for the positive confirmatory test results, the MRO shall report the final results as negative.

F. Reporting of Final Test Results:

1. The MRO shall report the final drug test results to the DPC in writing.
2. The MRO shall not discuss with or notify any officer of the final results of his/her review.
3. The DPC shall inform the Chief of Police as soon as possible and no later than one workday of any verified positive test results. This disclosure shall be limited to the Chief of Police.
 - a. The Chief of Police shall ensure notification is **made to the** affected officer of the verified positive test results. The officer shall be advised that he or she may request a second test of the specimen at an independent SAMHSA-certified laboratory.
 - b. Following that notification, the DPC shall send the verified positive test results to the officer at his/her home address by certified mail, **absent the officer's rank/title**, in an envelope clearly labeled "CONFIDENTIAL—TO BE OPENED BY ADDRESSEE ONLY." To maintain confidentiality of the officer, the return address shall be left blank or limited to "New Hope Borough."
4. The DPC shall mail negative test results to the respective officer, **absent rank/title**, at his/her home address in an envelope clearly labeled

"CONFIDENTIAL—TO BE OPENED BY ADDRESSEE ONLY." To maintain confidentiality of the officer, the return address shall be left blank or limited to "New Hope Borough."

- G. Discipline: It is the position of both the Department and the New Hope PBA that use of an illegal drug is inconsistent with and totally contrary to the mission of the Department, as well as the nature of a officer's duties. Due to the serious nature of illegal drug use, it is the position of both the Department and the PBA that absent the filing of criminal charges, a officer shall be placed in a restricted duty status, pending a determination that the allegation is sustained should any of the following circumstances occur:
1. A officer who is the subject of a verified positive test for use of a targeted drug.
 2. A officer refuses to submit to a random drug testing without excuse.
 3. There is evidence that a officer altered a given test sample.
 4. There is evidence that a officer substituted a given test sample.

In conjunction with a sustained determination or the filing of criminal charges, the officer shall be placed in a suspension without pay status, pending imposition of disciplinary procedures pursuant to the Pennsylvania Borough Code, the Act of February 1, 1966 (1965 P.L. 1656, No. 581), as amended, and the collective bargaining agreement between the Borough of New Hope and the New Hope PBA.

- H. Independent Testing: Members with a verified positive test result may request through the DPC a second analysis of the original specimen at an independent laboratory.
1. In such instances, the DPC shall direct the laboratory used by the Department to send the secondary storage sample (split sample) to another SAMHSA-certified laboratory.
 2. The cost of this test shall be paid by the Department.

3. The second laboratory shall be required to:
 - a. Process the specimen in accordance with SAMHSA guidelines for independent testing.
 - b. Complete the chain-of-custody forms.
 - c. Report the results to the MRO.
 4. The MRO shall not consider the results of urine specimens that are not obtained and processed in accordance with this policy and the SAMHSA guidelines for independent tests.
- I. Drug Awareness Training: The Department shall institute a program to inform all officers of:
1. The Department's policy prohibiting illegal drug use by officers.
 2. The adverse health, family, and community implications inherent in illegal drug usage.
 3. The impact of illegal drug usage in the workplace, including the relationship between drug use and performance, safety, productivity, and public confidence.
 4. The circumstances where disciplinary action will be required for involvement with illegal drugs.
 5. The reliability of drug testing.
 6. Applicable requirements to ensure confidentiality of patient records for the protection of the officer's physician/patient relationship and the officer's medical history.
 7. Confidentiality of the program.