

# AGREEMENT

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**PENNRIDGE REGIONAL POLICE COMMISSION  
AND  
PENNRIDGE POLICE BENEVOLENT ASSOCIATION**

**JANUARY 1, 2016 TO DECEMBER 31, 2018**

***ARTICLE I.***

101. The purpose of this Agreement entered into between the Pennridge Regional Police Commission (PRPC) and the Police Department Employees, known as the 'Penridge Police Benevolent Association' (PPBA), shall be to promote an orderly harmonious relationship between the parties hereto, insuring efficient, uninterrupted police service to all citizens served by the Pennridge Regional Police Department (PRPD).
102. The PRPC and PPBA through their respective representatives have negotiated certain matters contained in this Agreement relating to rates of pay and other conditions of employment, including procedures to secure a prompt, fair disposition of grievances.
103. The PRPC recognizes that the PPBA is the sole bargaining representative for all full-time Police Officers as hereinafter defined during the term of this Agreement. The PPBA shall further designate in writing their authorized individual representative on an annual basis.

**NOW, THEREFORE**, the parties hereto agree as follows:

***ARTICLE II.***

201. This Agreement shall apply to Police Officers below the rank or grade of lieutenant who are full-time employees at the inception of this Agreement and to Police Officers who are employed on a full-time status by the PRPC during the life of this Agreement. The Police Chief of the Pennridge Police Department shall not be included under the terms of this Agreement.
202. The following personnel shall be specifically excluded from the terms of this Agreement:
  - A. Police Chief
  - B. All sworn Police Officers above the grade / rank of Sergeant
  - C. Clerical personnel assigned to the Department or employed thereby
  - D. Part-time Officers and school crossing guards employed to work less than the minimum time specified for a Police Officer in Paragraph 302.

### **ARTICLE III. DEFINITIONS**

301. POLICE DEPARTMENT EMPLOYEE: An individual legally employed by the PRPC and compensated through the payroll for his/her service.
302. POLICE OFFICER: A sworn police member, below the grade/rank of Lieutenant, certified by the PRPC after competitive testing procedures as defined by the Commission's rules and regulations, and legally appointed by PRPC to work, or be in a compensable status, a minimum of two thousand eighty (2080) hours per year and fifty-two (52) weeks per year, as scheduled by the Chief of Police.
303. BASIC WORK WEEK: The scheduled number of days and hours an Officer is required to work per year, as scheduled by the Police Chief.
304. PAY PERIOD: The fourteen (14) day period.
305. WORK DAY: The daily shift a Police Officer is required to work per day, not less than twelve (12) hours, as scheduled by the Chief of the Department.
306. HOURLY RATE OF PAY: The Officer's annual salary divided by two thousand eighty (2080).
307. HOLIDAY PAY: Police Officer's hourly rate of pay multiplied by twelve (12) hours. When a Police Officer is scheduled to work on a holiday, he/she will receive one and one-half (1 ½) his/her regular rate of pay. If the majority of his/her shift is worked on the holiday, the Officer will receive holiday pay. If the Officer is scheduled to work on the holiday, he/she must work his/her shift in order to receive the holiday pay. Holiday pay for the Holidays noted in Section 308 shall be paid as one lump sum at the base pay rate the last pay in November. Police Officer not scheduled to work on a holiday, will receive twelve (12) hours pay
308. HOLIDAYS: Holidays are established for the term of this Agreement are New Year's Day, Good Friday, Easter Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day, plus thirty-six (36) hours of personal time off which the Officer may select, subject to the Chief's approval. Twelve (12) hours of the existing thirty-six (36) hours of personal time may be used at the Officer's discretion on an annual basis excluding holidays.
309. PROBATIONARY PERIOD: A period of time established by the PRPC, within the Commission's rules and regulations, to determine the fitness and ability of a prospective Police Officer prior to permanent appointment. A probation period shall also apply to an Officer who advances in rank.
310. POLICE CHIEF OR CHIEF OF DEPARTMENT: The person appointed by the PRPC to command the Police Department.
311. COMPENSABLE STATUS: Eligible to receive compensation other than regular salary, including sick leave benefits, holiday pay, vacation pay, accident and sickness benefits, workmen's compensation benefits or disability benefits.

312. SEPARATION FROM SERVICE: The following shall apply:
- A. Holiday pay shall be prorated as of the date of separation of service calculated at 12 hours of pay by the Officers hourly rate.
  - B. Sick leave shall be prorated on a calendar year basis in accordance with Section 402 of this Agreement. Accumulated sick leave is paid at the time of voluntary separation in accordance with Article IV, Section 402 of this agreement.
  - C. Vacation time shall be paid to an Officer in accordance with Section 503 and may either take the full amount as a separation from service check or may continue to remain as an employee of the Pennridge Regional Police Department until any unused vacation time is exhausted.
  - D. Post-retirement Medical Contribution. An Officer who separates from service shall be entitled to the contribution set forth in Section 1001 of this Agreement. An Officers entitlement to a HSA contribution shall vest as of January 1<sup>st</sup>.

**ARTICLE IV. SICKNESS AND INJURY**

401. Each Police Officer shall earn sick leave at the rate of twelve (12) hours per month provided:
- A. The Officer performed his normal required duties at least eighty (80) working hours during the month; or
  - B. Was eligible to receive other compensation in lieu of regular salary at least eight (80) working hours during the month. Other compensation referred to above shall be limited to the following: holiday pay, vacation pay, sick leave benefits, accident and sickness benefits and workmen's compensation or disability benefits.
402. Sick Leave may be accumulated to a maximum of ninety-six (96) hours. At the time of an Officer's voluntary termination of employment, he or she shall have the right to cash in accumulated sick time at fifty percent (50%) of the Officer's then current salary. Accumulated sick leave equals carry over leave plus earned sick leave less any used sick leave as of separation. There is no pro-rated leave payment for mid month departures and no sick leave bonus payments at separation. For example, if an officer retires April 15 and, (a) he or she has the maximum sick leave accumulation of 96 hours; and (b) has not taken any sick leave in the current year, then he/she will receive 50% payout of 132 hours (96 hours carry over plus 12 hours per month for January, February and March of the current year)
403. After ninety-six (96) hours of sick time is accumulated, an Officer will receive a bonus of twenty-four (24) hours pay at straight time if he/she uses twenty-four (24) hours or less in the following calendar year. The bonus will continue for each calendar year in which twenty-four (24) hours or less are used, as long as the maximum ninety six (96) hour accumulation has been maintained. At the end of each calendar year all unused sick leave above the maximum ninety-six (96) accumulated hours shall be paid out at fifty percent (50%) of the Officer's current salary. In the event of short-term disability, the PRPC will supplement the difference between the short-term disability insurance benefit and officer's base weekly salary, to a maximum of twenty-six (26) weeks.

404. An Officer eligible for sick leave pay shall be granted such leave for the following reasons upon request and in accordance with PRPC rules and regulations:
- A. Personal illness or injury
  - B. In accordance with Article VI, Bereavement Leave
  - C. Care of family member: Child or Spouse

**ARTICLE V. VACATION**

501. The vacation year shall be January 1<sup>st</sup> through December 31<sup>st</sup>. All vacation must be taken within the calendar year unless approved by the Chief.
502. Each Police Officer in service on November 1<sup>st</sup> shall be eligible for vacation during the next vacation year, according to the schedule set forth in Paragraph 503 below. Officers entering employment during the vacation year will receive a pro-rated vacation schedule for the current vacation year, which shall be agreed upon at time of employment and thereafter the schedule set forth shall apply.
503. Each Police Officer shall be eligible for an annual vacation with pay in accordance with the following schedule:

After 1 year of employment	48 hours
After 2 years of employment	84 hours
After 5 years of employment	132 hours
After 8 years of employment	144 hours
After 10 years of employment	156 hours
After 12 years of employment	168 hours
After 15 years of employment	180 hours
After 17 years of employment	204 hours
After 20 years of employment	240 hours

When called into work on vacation days, the time shall not be charged to the Police Officer's vacation account.

504. Each Officer may carry up to sixty (60) hours of vacation time. Upon retirement, resignation or dismissal, an Officer will receive payment for any unused carryover vacation time.

**ARTICLE VI. BEREAVEMENT LEAVE**

601. In addition to the sick leave allowance as defined in Section 403, an Officer shall be entitled to three (3) days paid bereavement leave in the event of the death of a member of his/her immediate family, defined as one of the following: mother, father, sibling, mother-in-law, father-in-law, spouse, child, step-child, son-in-law, daughter-in-law, near relative or dependent living with the Officer.

An Officer shall be entitled up to two (2) days paid bereavement leave to attend a funeral of a near relative in the event of the death of a near relative, defined as one of the following: grandparent, grandparent-in-law, aunt, uncle, brother-in-law, sister-in-law, niece, nephew or first cousin.

If/When necessary, additional time off may be requested through the office of the Chief of Police.

## **ARTICLE VII. EMPLOYEE GROUP INSURANCE**

701. Police Officers shall be eligible for the benefits and subject to the provision of the Group Insurance Contract in effect between the PRPC and the Commission's group insurance carrier. A description of the benefits and amounts provided, identified as Appendix 'A' shall be attached hereto, but shall not be considered a part of this Agreement. Police Officers shall be notified of any changes made to said group insurance programs thirty (30) days prior to effective date of said changes. There will be no changes in the benefits package which would result in a lapse of benefits for the Officers. Any changes made must provide the same or similar benefits to the degree that such coverage's are reasonably available.
702. The PRPC will provide Police Officers dental care, including a major restorative benefit, eye care, life insurance, short-term and long-term disability insurance in accordance with the provisions of said PRPC insurance policy and the description of the benefits in Appendix 'A.'
703. Police Officers may elect to provide group insurance coverage as defined in Section 701 and Section 702 to their spouse and/or their dependent children to the age of eighteen (18) or longer in accordance with the providers' coverage. Full coverage will be provided for all Police Officers and their spouse and/or their dependent children to the age of eighteen (18) or as provided by the policy's dependent coverage.
- Life insurance and short-term disability insurance is not available for spouse or dependents.
704. Police Officers may elect to not participate in the benefits program provided they are fully covered by their spouse's insurance. If so, the Police Officer will be compensated for thirty-three percent (33%) of the cost of the benefit package paid by the PRPC.
705. PRPC will establish a fund of one thousand two hundred dollars (\$1200.00) per officer, per year, for reimbursement of out-of-pocket expenses for the deductible portions of the benefit package. Each Officer may accumulate the unused sum each year to a maximum of three thousand dollars (\$3000.00). Included will be eye, dental care and related health reimbursements.
706. Eye care benefit will total Two Hundred Forty Dollars (\$240.00) for the Officer and Two Hundred Twenty Dollars (\$220.00) for each dependent each year. A receipt must be presented to the Chief and there can be no carryover from year to year.
707. The PRPC will provide professional liability insurance to the PPBA, including false arrest coverage, providing the arrest was lawful.
708. The PRPC will institute a 457 Deferred Compensation Plan with optional participation by the Officers provided that there is no cost to the PRPC except any required administration costs.

709. Health care premium reimbursement: For each Officer enrolled in departmental health insurance the Officer shall reimburse the Department at a percentage of applicable premiums as follows:
- A. 2016 0%
  - B. 2017 1%
  - C. 2018 2%

**ARTICLE VIII. RETIREMENT**

801. All Police Officers shall be enrolled in and entitled to the benefits to the Police Pension Fund as established by the PRPC. The retirement age for eligible Officers is fifty (50) years of age with twelve (12) years of service. The pension benefit will be computed at one-half (½) the average monthly salary for such member during the last thirty-six (36) months of employment and in conformance with the Pennsylvania Municipal Retirement System (“PMRS”).
802. The pension plan shall provide a killed-in-service benefit which will provide a survivor benefit equal to one hundred percent (100%) of the benefit an Officer would have received, assuming that he or she were age fifty (50) and had twenty-five (25) years of service at the time of death. The killed-in-service benefit shall be reduced to fifty (50) years of age and twenty-five (25) years of service at the time of death.
803. Deferred Retirement Option Plan (“DROP”). -The Commission shall implement a DROP program for all Officers provided that Officers who participate in the DROP program will pay all administrative costs if PMRS imposes such costs on the program. The DROP program shall be through the PMRS for a three year term.

**ARTICLE IX. SALARIES, WAGES AND OTHER COMPENSATIONS**

901. Police Officers shall be paid an annual base salary for each year of the term of this Contract in accordance with the following base salary schedule.

<b>2016 (3.5% increase)</b>		
<b>EQUIVALENT TRAINING</b>	<b>HOURLY BASE RATE OF PAY</b>	<b>ANNUAL BASE SALARY</b>
Start without Certification	25.68	53,410.97
AFTER CERTIFICATION:		
0-12 months	29.39	61,131.20
13-24 months	32.42	67,425.70
25-36 months	33.75	70,200.00
37-48 months	35.01	72,820.80
49-60 months	36.33	75,563.28
61 & over months	37.61	78,228.80
Probationary Sergeant	38.55	80,184.00
Sergeant	39.57	82,301.54

<b>2017 (3.5% increase)</b>		
<b>EQUIVALENT TRAINING</b>	<b>HOURLY BASE RATE OF PAY</b>	<b>ANNUAL BASE SALARY</b>
Start without Certification	26.58	55,280.35
AFTER CERTIFICATION:		
0-12 months	30.42	63,270.79
13-24 months	33.56	69,804.80
25-36 months	34.94	72,657.20
37-48 months	36.24	75,369.53
49-60 months	37.61	78,228.80
61 & over months	38.93	80,966.81
Probationary Sergeant	39.90	82,990.44
Sergeant	40.96	85,196.80

<b>2018 (3.75% increase)</b>		
<b>EQUIVALENT TRAINING</b>	<b>HOURLY BASE RATE OF PAY</b>	<b>ANNUAL BASE SALARY</b>
Start without Certification	27.58	57,366.40
AFTER CERTIFICATION:		
0-12 months	31.56	65,643.45
13-24 months	34.82	72,422.48
25-36 months	36.25	75,400.52
37-48 months	37.60	78,208.00
49-60 months	39.02	81,162.38
61 & over months	40.39	84,003.06
Probationary Sergeant	41.40	86,102.58
Sergeant	42.50	88,391.68

902. Longevity pay: Shall be implemented at the rate of one percent (1%) of base pay after the completion of five (5) years of service. There shall be an additional one-quarter percent (¼%) of base pay for each year thereafter to a maximum of five percent (5%)
903. Officers who work in excess of a regular scheduled work week when authorized or requested by the Chief of the Department, receive one and one-half (1 ½) times their base rate of pay for such excess hours worked. In applying this compensation benefit, there shall be no pyramiding of overtime or other premium pay.
904. Court Attendance: An Officer shall be compensated for time required for court attendance according to the following schedule and conditions, except when such required attendance is during regularly scheduled work hours, paid via PRPC regular payroll system:
- A. For County Court or mental competency hearings or for appearances at other hearings arising from official duty with the approval of the Chief: One and one-half (1½) times regular rate of pay for actual hours attended, minimum two (2) hours of pay. However, if the hearing or appearance extends beyond two (2) hours, than the Officer will receive a minimum four (4) hours of pay. If the hearing extends beyond four (4) hours, the overtime payment will be for the actual time spent in the court appearance.

- B. For District Court one and one-half (1½) times regular rate of pay for actual hours attended, minimum two (2) hours of pay, except if the District Court hearing commences at or within one-half (½) hour before or after the start or finish of their regularly scheduled shift, Officers will be paid a minimum of one (1) hour or the actual overtime spent at the hearing, whichever is greater.
  - C. For case screenings of DUI case preparation with District Attorney's Office one and one-half (1½) times regular rate of pay for actual hours attended, minimum two (2) hours of pay.
  - D. Proof of attendance, in a form approved by the PRPC, must be presented and approved by the Chief of the Department.
  - E. If, during the term of this Agreement, any Commonwealth Court of Jurisdiction shall rule compensation noted in a, b, or c, above to be an invalid payment, then payments shall stop or be altered to meet the spirit and intent of said court ruling.
  - F. For those times when the Officer is off-duty and placed on-call for Common Pleas Court and does not attend the hearing, the Officer shall be paid two (2) hours calculated at the Officer's time and one-half (1½) hourly rate of pay.
  - G. All Officers required to report for duty during scheduled time off shall be guaranteed a minimum of two (2) hours pay at the Officers overtime rate.
905. Transportation: Police Officers may use a PRPC vehicle for transportation to court appearances. When personal vehicle(s) are used for this purpose, the Officer shall be reimbursed in accordance with the Commonwealth of Pennsylvania mileage rate guideline. The mileage will begin and end from the Police Station.
906. Education: Police Officers who have completed probation shall receive benefit(s) for higher educational achievements in a degree related to criminal justice or related field, as follows:
- A. Tuition reimbursement for four (4) credit hours per semester with a cap of Five Hundred Dollars (\$500.00) per credit hour. Reimbursement shall be paid at the rate of fifty percent (50%) for a grade of 'C' or a 'pass' in a pass/fail course, eighty percent (80%) for a grade of 'B,' and one hundred percent (100%) for a grade of 'A.'
  - B. Annual payments for educational achievement shall be offered as follows:
    - \$100.00 after 30 credits
    - \$200.00 after 60 credits/Associate's Degree
    - \$300.00 after 120 credits/Bachelor's Degree
    - \$400.00 after Master's Degree
  - C. For every four (4) credits the Officer earns that are reimbursed by the PRPC, the Officer must work six (6) months up to a maximum of two (2) years, or reimburse the PRPC.
907. Jury Duty: Officer chosen for jury duty will continue to receive his/her regular salary while on jury duty. Any payments for such jury duty will be turned over to the Department.



908. Leave of Absence without Compensation:

- A. Unpaid leaves of absence may be granted at the discretion of the PRPC upon written request from the Officer, stating the reasons, start date, and duration of the leave.
- B. Holiday, vacation, and sick leave will not accrue during a leave of absence.
- C. Only legitimate requests such as family needs or temporary physical or mental condition will be considered.
- D. During the leave period, the employee must appear at all hearings and court sessions on all pending matters.
- E. Prior to reinstatement, the PRPC can request that the employee pass a physical and/or psychological examination by a facility chosen by the PRPC.
- F. While on leave, the employee is subject to the Department policy on Conduct, as it applies to off-duty behavior.

**ARTICLE X. POST-RETIREMENT HEALTH SAVINGS PROGRAM**

1001. The PRPC shall contribute to a Health Savings Account (HSA) for health insurance benefits/costs after separation of service for full-time officers in accordance with the ICMA-RC Plan Agreement attached to this Agreement as Appendix 'B', or a successor agreement approved by the PRPC and PPBA. The PRPC shall contribute annually with the first pay period in July to the plan as follows:

- A. For all full-time officers hired prior to 2013, annual contributions during employment shall be made to the HSA as follows:

YEARS OF SERVICE	2016	2017	2018
1 to 5	\$3,000	\$3,000	\$3,000
6 to 10	\$3,000	\$3,000	\$3,000
11 to 16	\$3,000	\$3,000	\$3,000
Over 16	\$3,000	\$3,000	\$3,000

- B. For all full-time officers hired after January 1, 2013, annual contributions during employment shall be made to the HSA as follows:

YEARS OF SERVICE	2016	2017	2018
1 to 5	\$ 0	\$ 0	\$ 0
6 to 10	\$3,000	\$3,000	\$3,000
11 to 16	\$3,000	\$3,000	\$3,000
Over 16	\$3,000	\$3,000	\$3,000

**ARTICLE XI. UNIFORM AND UNIFORM ALLOWANCE**

1101. Five Hundred Dollars (\$500.00) shall be available for Detective's uniform with the approval of the Chief of Police.

1102. Organizational equipment and uniforms shall be prescribed by and remain the property of PRPC. Organizational equipment and uniforms requiring repair or replacement due to normal wear and use shall be at the expense of the PRPC and with the approval of the Chief of Police. Organizational equipment and uniforms damaged or destroyed through carelessness or abuse shall be repaired or replaced at the expense of the Officer responsible. The Chief of the Department shall determine responsibility for repair or replacement of organizational equipment and uniforms.

## **ARTICLE XII. RIGHTS RESERVED BY PRPC**

1201. Notwithstanding any provisions of this Agreement to the contrary, it is understood and agreed that the PRPC retains, solely and exclusively, all right to policy making decisions and managerial responsibilities (Section 1102) which may include, but not be limited to, the following rights:

- A. To determine the methods, systems, materials and the equipment to be used in the operation of the Police Department.
- B. To determine the number of hours per day or week operations shall be carried on.
- C. To select and determine the number and type of employees required.
- D. To establish and change work schedules and assignments.
- E. To transfer, promote, suspend or demote Officers, or to lay-off, terminate or otherwise relieve Officers from duty for lack of work or other legitimate reason.
- F. To make and enforce reasonable rules and regulations, performance, discipline and conduct of the Police Officer.
- G. To establish a 'pay period' in lieu of 'pay week' (Definition 304). Being a bi-weekly pay period so established to make paychecks available on 'Thursday' on a bi-weekly basis.
- H. To establish 'job descriptions' associated with various positions within the Police Department.
- I. To alter or change the method by which the PRPC meets the requirements associated with the police pension plan in order to comply with any and all mandated requirements by the Commonwealth of Pennsylvania.

1202. Management Responsibility: The parties agree that except for specific limitations contained in the Agreement there are functions, powers, responsibilities and authorities which belong solely to the Commission and/or Chief of Police. Among the powers are: the hiring of employees, the advancement of Police Officers to higher ranks, the determination of the number of Police Officers to be employed or retained in employment, including the reduction of the work force because of workload, the assignment and reassignment of duties to Police Officers, the suspension, demotion or discharge of Police Officers for just cause, the determining of the kind and level of Police service to be provided, the establishment and maintenance of standards of quality and performance and procedures, the determination of the kind and amount of equipment required, the elimination, change or consolidation of jobs or units of the Department, the establishment of a budget and the

development of long-range plans for Police activities.

The parties agree that the Chief of Police, by delegation from the Commission, shall have full-charge and control of the Police force, and shall direct the time during which, the place where, and the manner in which, Police Officers perform their duties. This Agreement shall not, in any way, attempt to alter the rights, powers and duties of the Commission, as specified or implied by the statute(s) under which the Commission is created and the Agreement executed by the participating municipalities. The parties agree that the public interest and the accomplishment of the purposes of the Commission are paramount. The parties further agree that, in the administration of all matters governed by this Agreement, all parties are governed by provisions of existing laws, regulations and ordinances, and where such regulations or ordinance are not affected or changed by the provisions of this Agreement, the same may, in the future, be amended and changed from time to time without any restraint by this Agreement.

### **ARTICLE XIII. GRIEVANCE PROCEDURE**

1301. A grievance is a dispute raised by an Officer of Officers involving the interpretation or application of the express terms of this Agreement, all matters of discipline, and all matters relating to the Heart and Lung Act.
1302. Sequence: Not later than thirty (30) days after an Officer becomes aware of an event prompting a grievance, the Officer(s) may file a grievance. The grievance must be submitted in the following sequence:
- A. To the Chief of Police
  - B. To the Board of Commissioners
  - C. To an Arbitrator
1303. Form of Appeal and Representation: All grievances must be presented in writing and dated at each step. The grievance must cite the contract provision allegedly violated and other pertinent details. An Officer shall be entitled to representation of his/her choosing in processing a grievance.
1304. Decisions and Time Limits: Informal hearings shall be held at Steps a. and b. These hearings shall be scheduled within fifteen (15) days of each other. A decision shall be made within fifteen (15) days of the hearing at Step a. and within thirty (30) days at Step b. Failure to receive a decision within these time limits shall entitle the Officer(s) to appeal at the next step. If a grievance is not appealed to the next step within ten (10) days of a decision, it shall be considered settled on the basis of the Commission's last answer. The time limit in each step may be extended by mutual written consent of the Officer(s) and the Commission's representative involved at any step. As used herein, 'days' shall mean work days of Monday through Friday, exclusive of holidays.
1305. Arbitration: If the grievance is not settled at Steps a. or b. the Officer(s) may refer the grievance to arbitration within ten (10) days after receipt of the Commission's answer in Step b. The arbitrator shall be a person mutually agreed upon, or if such a person cannot be agreed upon within ten (10) days after submission of the request for arbitration, then the grievant and the Commission shall jointly request the American Arbitration Association to submit a list of arbitrators under the Voluntary Labor Arbitration Rules of that Association.

1306. The arbitrator shall submit his/her decision in writing within thirty (30) days following close of the hearing or submission of briefs, whichever is later, unless the parties agree to an extension. The decision of the arbitrator shall be binding upon both parties.

1307. Expenses: The fees and expenses of the arbitrator and the cost of any transcript shall be divided equally between the parties.

#### **ARTICLE XIV. EFFECT OF AGREEMENT**

1401. The waiver of or any breach of the conditions of this Agreement, by either party, shall not constitute a precedent with respect to the future enforcement of all terms and conditions of this Agreement. Any benefits in excess of this contract, which may be granted unilaterally by the Commission, and to which the Association agree, are temporary in nature and may be withdrawn by the Commission at any time at its sole prerogative, and not a precedent in connection with future bargaining.

#### **ARTICLE XV. MISCELLANEOUS**

1501. Requests for leave time, including personal days, vacation days, compensation time or bereavement leave will be granted upon fourteen (14) days' notice to the Chief of Police or his designate, provided that there are no more than two (2) Officers off in the scheduled platoon, including the Officer requesting the leave time. For purposes of this section, in calculating the number of Officers who are off duty, police related training, scheduled activities, such as community relations projects, disciplinary actions, and Officers receiving workers compensation or disability benefits or officers on Kelly Days, will not be deemed to be off duty in the administration of requests for leave time. For the purpose of scheduling leave, by January 1<sup>st</sup> of each year, the PRPD Chief will post a 12-month tentative work schedule. The schedule shall not be subject to change less than fourteen (14) days prior to intended leave.

1502. Request for leave time, including personal days, vacation days, compensation time, or bereavement leave will also be granted with less than fourteen (14) days' notice provided that there are no more than two (2) Officers off in the scheduled platoon as determined in accordance with the foregoing section, and any scheduled Officers are in agreement as to the necessary realignment of duty assignment.

#### **ARTICLE XVI. TERM OF AGREEMENT**

1601. The provisions of this Agreement shall become effective January 1, 2016 and shall remain in full force and affect until 12:00 midnight, December 31, 2018.

1602. All existing provision in Act 111 Awards and Collective Bargaining Agreements not modified shall remain as is.

**THIS AGREEMENT**, executed this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Donald Duvall, PRPC Chairperson

\_\_\_\_\_  
Jay Keyser, PRPC Vice-Chairperson

\_\_\_\_\_  
Gary W. Volovnik, PRPC Secretary

**WITNESS** Presiding Officers of the 'PENNRIDGE POLICE BENEVOLENT ASSOCIATION'

\_\_\_\_\_  
Harry Hallman, PPBA President

\_\_\_\_\_  
Daryl Lewis, PPBA Vice-President

\_\_\_\_\_  
Donald Bartholomew, PPBA Treasurer

\_\_\_\_\_  
Timothy Maloney, PPBA Secretary

## **APPENDIX 'A'**

1. Group Health Insurance Benefits Carrier  
Aetna – Delaware Valley Health Trust – Group #721185
2. Dental Benefits  
Delta Dental – Group #05571
3. Short/Long Term Disability Benefits
  - a. Medical Life Insurance Company, Cleveland, Ohio – Group #G14470-00001
  - b. Long Term Disability Plan A – Harleysville Insurance
4. Group Term Insurance
  - a. \$100,000

## **APPENDIX 'B'**

Post-Retirement Health Savings Program: ICMA-RC Vantage Care Health Savings Program