

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NORTHAMPTON TOWNSHIP

AND

NORTHAMPTON TOWNSHIP POLICE BENEVOLENT ASSOCIATION

TERM: January 1, 2016 through December 31, 2020

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	TERM.....	2
2	RECOGNITION.....	2
3	DEFINITIONS	3
4	OBJECTIVE	7
5	MANAGEMENT RIGHTS	8
6	EMPLOYEE RIGHTS	8
7	WORK SCEHDULE	9
8	OVERTIME	10
9	COURT TIME; ON CALL STATUS.....	12
10	ACTING IN RANK.....	14
11	HOLIDAYS AND PERSONAL DAYS	14
12	VACATION LEAVE.....	15
13	SICK LEAVE	17
14	MEDICAL BENEFITS.....	18
15	LIFE INSURANCE	21
16	EDUCATION AND TRAINING	22
17	CLOTHING ALLOWANCE	23

ARTICLE	TITLE	PAGE
18	PENSION AND RETIREMENT BENEFITS.....	24
19	WAGES OR SALARY	32
20	GRIEVANCE PROCEDURE	33
21	SPECIAL TENURE RULES	35
22	LEGAL DEFENSE	35
23	LEAVES OF ABSENCES WITHOUT PAY	36
24	PAYROLL DEDUCTIONS	37
25	DISPUTE CLAUSE	37
26	SEVERANCE BENEFITS.....	38
27	PAST PRACTICES	40
28	PHYSICAL EXAMINATION	40
29	HEADINGS	40
APPENDIX A	12-HOUR PATROL SHIFT MEMO	
APPENDIX B	DVHT HEALTH PLAN BENEFITS SUMMARY	

THIS AGREEMENT made by and between NORTHAMPTON TOWNSHIP, 55 Township Road, Richboro Bucks County, Pennsylvania 18954, hereinafter referred to as "Township" of the one part; and the "Northampton Township Police Benevolent Association, Inc." hereinafter referred to as "PBA", the representative agent for the bargaining unit of Police Officers of Northampton Township, Bucks County, Pennsylvania, hereinafter individually referred to as "Police Officers", of the other part.

WITNESSETH

WHEREAS, the parties hereto have negotiated a collective bargaining agreement, the terms and provision of which are contained within this document; and

WHEREAS, the Police Officers of Northampton Township, except those in managerial positions consisting of the ranks of Police Chief and Lieutenant, have authorized and selected the Northampton Township Police Benevolent Association, Inc. ("PBA") to be their representative agent for collective bargaining purposes; and

WHEREAS, the parties have established a framework and structure so as to resolve questions, issues, disputes or controversies that may arise out of the employment relationship including the interpretation and application of the terms and provisions of this Agreement as well as the matters of wages, benefits, retirement and pension benefits and working conditions that form a part hereof; and

WHEREAS, the parties signed a consolidated Collective Bargaining Agreement for the period of 1997-1999, and since then Act 111 Awards were entered for the periods 2000-2002 and 2003-2006. The parties then negotiated an agreement pursuant to Act 111 extending the terms and conditions of employment with minor changes through December 31, 2010.

On May 15, 2012, an Act 111 Award was entered for the period of 2012-2015 requiring additional changes to the terms and conditions of employment of the Police Officers. The current terms and conditions of employment have been negotiated and agreed to pursuant to a Memorandum of Agreement executed on April 28, 2016; and

WHEREAS, the parties intend to incorporate and consolidate all of the prior Agreements and Act 111 Awards that modified them, for convenience and clarity, into this single "Consolidated Collective Bargaining Agreement".

NOW THEREFORE, in consideration of the mutual covenants, promises and undertakings of the parties hereto, and further, the parties, intending to be legally bound hereby under and pursuant to the *Uniform Written Obligations Act*, 33 Pa. C.S.A. Section 6, as well as the *Collective Bargaining Act for Police and Fire Employees*, Act of June 24, 1968, P.L., 237 No. 111, Section 1, *et seq.*, 43 Pa. C.S.A. Section 217.1, *et seq.*, and accordingly, they and each of them do covenant and agree as follows:

ARTICLE 1 - TERM

The length of this agreement shall be for a term of five (5) years, starting January 1, 2016 through December 31, 2020.

ARTICLE 2 - RECOGNITION

A. The "Township" recognizes the "PBA" as the collective bargaining representative for the Police Officers with respect to any and all matters touching and concerning compensation, wages, hours of work, work conditions, work schedules, retirement pension and disability issues, discipline, tenure, promotion and other issues affecting employment or terms of employment.

B. The parties agree that neither the "Township" nor the "PBA" will discriminate against or in favor of anyone on account of race, color, creed, national origin, age, gender or sex.

C. The Township agrees that should the "PBA" merge into a successor organization, or should it assign the bargaining rights to the Fraternal Order of Police and such is duly approved by the Police Officers, the Township will, upon due notice to it in writing, recognize such entity as the exclusive bargaining representative.

ARTICLE 3 - DEFINITIONS

The following terms and phrases shall be defined as follows:

A. ACTING IN RANK - shall mean the assumption of a position or assignment or rank for a temporary period not to exceed one year, at which time the position or assignment or rank shall be subject to testing (except in exigent circumstances).

B. AGE - shall mean the number of chronological years attained by the Police Officer at his or her last birth date.

C. BASE ANNUAL WAGE RATE - shall reflect compensation based on Two Thousand Eighty (2080) hours of service.

D. BASE HOURLY WAGE RATE - shall mean the hourly rate of compensation for a Police Officer determined by dividing the contracted annual compensation or base annual wage rate by 2080 hours.

E. BOARD - shall mean the Board of Supervisors of Northampton Township, or their duly elected or appointed successors in office.

F. CHILD - shall include all natural born children as well as any adopted children and dependent step children, except where further defined and/or restricted by insurance and pension benefits. The term "dependent step-child" shall be defined to be a child who may be claimed as a "dependent" for Federal Income Tax purposes, or whom is a stepchild residing in the same household as the Police Officer.

G. COURT - shall mean any Court of Common Pleas, Federal District Court, and Administrative Agency hearing or Commonwealth Agency hearing that is either required to be attended in the line of duty or approved by the Police Chief. H. DATE OF HIRE - shall mean the annually recurring date of the commencement of a police officer's employment as a police officer for the Township.

I. DISTRICT JUSTICE COURT - shall mean any magisterial or justice of the peace level hearing, not being a court of record.

J. EMERGENCY - shall represent a sudden or unexpected event, which creates a temporarily dangerous condition usually necessitating immediate or quick action. Should a state of emergency be declared by the Chief of Police, the Chairman of the Board of Supervisors or the authorized designee of the Board of Supervisors, it may require the alteration of scheduled work hours, work shifts and/or personnel assignments.

K. EMPLOYER - shall mean the Township of Northampton, of the County of Bucks, Commonwealth of Pennsylvania.

L. GRIEVANCE - shall mean a dispute or controversy, which concerns the application, meaning, interpretation or alleged violation of the Collective Bargaining Agreement.

M. KELLY TIME – shall mean certain hours paid or recorded as straight time for Police Officers assigned to work a twelve (12) hour shift, accumulated and calculated pursuant to Appendix “A”, which is incorporated by reference in its entirety hereat.

N. MANAGER - shall mean the Chief Executive Officer of Northampton Township now classified as Township Manager.

O. PATROL OFFICER - shall mean any male or female Police Officer of Northampton Township who has not been promoted to a higher rank within the Police Department.

P. PAY PERIOD - shall mean the two (2) week interval beginning Monday at 12:01 a.m. through the second subsequent Sunday at 12:00 midnight. The payroll will be distributed on or before the fourth calendar day following the completion of the pay period.

Q. POLICE CHIEF - shall be defined to be the rank of Chief Executive Officer of the Northampton Township Police Department and the individual who has been duly appointed to the position by the Board of Supervisors, or if authorized, the Township Manager with the advice and consent of the Board of Supervisors.

R. POLICE OFFICER - shall mean a duly appointed, sworn and employed police officer of Northampton Township.

S. PREMIUM PAY - shall be defined to be pay at the rate of one and one half (1 ½) times the Police Officer's base hourly wage rate.

T. PROBATIONARY POLICE EMPLOYEE - shall mean that individual who has been duly appointed, sworn and employed as a Police Officer of Northampton Township on a full time basis but who has not completed twelve (12) months of continuous services.

U. RETIREMENT - shall be defined to be the status, which occurs upon the voluntary or involuntary termination of service of a Police Officer from active service and employment as a Police Officer of the Township for any reason following the vesting of the pension entitlement under Article XVIII of this Agreement.

V. SERVICE - shall mean the aggregate of a Police Officer's total period of employment by the Township as a Police Officer. Included further in computing such time is the time spent by a Police Officer in the Armed Services of the United States of America on active military duty: (i) after having been installed as Police Officer of the Township, if such person has returned to, or, hereafter returns to the employment of the Township as a Police Officer within six (6) months from the date of his or her discharge from active duty in the Armed Forces of the United States [53 Pa C.S.A. Section 765] or, (ii) if the Police Officer has accumulated five (5) years or more of service with the Township as a Police Officer he or she may purchase "service" credits as is authorized by Pa. C.S.A. Section 881.305 which shall be added to his or her years of service, for other than intervening military service authorized in T(i) hereof. This latter provision allowing for the purchase of "service" credits is restricted to those Police Officers who were employed by the Township prior to January 1, 1988.

W. SPOUSE - shall mean the person who is recognized to have been lawfully joined in marriage to the Police Officer which relationship has not been terminated by divorce or annulment.

X. TEMPORARY ASSIGNMENT - shall mean an impermanent position or assignment of rank.

Y. TOWNSHIP - shall mean Northampton Township.

Z. UNIFORM EMPLOYEES HANDBOOK - shall be defined to be the publication under date of December 1993 (last revised October, 2002).

AA. VESTING - shall be defined to permit any Police Officer who is a pension participant with twelve (12) years of service or more accrued in the Police Officer's Pension Fund and Retirement Plan to retain a right to all or a portion of the accrued Pension Fund and Retirement Plan benefits.

BB. WORK DAY - shall be defined to be the usual and regularly scheduled tour of duty consisting of either:

1. A continuous eight (8) hour period of time;
2. A continuous nine (9) hour period of time; or
3. A continuous twelve (12) hour period as applicable under Article 7 herein.

CC. WORK SHIFT - shall be defined to be a continuous period of either:

1. Five (5) consecutive work days consisting of eight (8) continuous hours per work day during a period of seven (7) calendar days;
2. Five (5) consecutive work days consisting of nine (9) continuous hours per work day during a period of eight (8) calendar days; or
3. Conforming to the twelve (12) hour shift schedule described herein and pursuant to Appendix "A".

The "work shift", including regularly scheduled tours of duty, shall be assigned on an annual basis for each squad and Police Officer by the Chief of Police. The regularly scheduled tours of duty may be rotated from work shift period to work shift period or as otherwise indicated in Appendix "A".

ARTICLE 4 - OBJECTIVE

The parties agree that the Department of Police and the individual Police Officers are herein committed to the delivery of service to the general public and the citizens and property located within the Township for protection, safety and security in the most effective and harmonious manner possible, and that each is to be governed by high ideals of honor, integrity and dedication in their public conduct so as to maintain the merit, respect and confidence of the general public and of the citizens of the Township in the Department of Police and in each Police Officer.

ARTICLE 5 - MANAGEMENT RIGHTS

A. Except as may be expressly provided herein, the Township will not bargain over matters of inherent managerial discretion of which shall include, but not be limited to, such areas of discretion or policy as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, including the duties, responsibilities and job description of each rank.

B. The exercise of management prerogative by the Township will not contravene the provisions of this Agreement.

C. The Township does agree to negotiate with the PBA any changes to the work schedule, and in identifying the established past practices herein secured.

ARTICLE 6 - EMPLOYEE RIGHTS

It is the policy of the Township to secure for all Police Officers their rights and privileges as citizens in a democratic society consistent with their duties and obligations as employees of the Police Department in Northampton Township.

ARTICLE 7 - WORK SCHEDULE

A. Subject to Paragraph B below, the work shift for Patrol Officers and Patrol Sergeants shall consist of five (5) consecutive workdays of nine (9) hours in a period of eight (8) consecutive calendar days. The Township shall pay those Police Officers assigned to a nine (9) hour work day shift, premium pay for all hours worked in excess of nine (9) hours within any twenty-four (24) hour work day period, or for all hours worked in excess of forty- five (45) hours during any work shift period comprised of five (5) consecutive work days in a period of eight (8) calendar days.

B. The Township will implement a temporary twelve (12) hour work shift schedule for patrol officers only on a one-year trial period beginning July 11, 2016. The work shifts for all non-patrol officers shall not be affected or changed by this Agreement.

1. At the end of the trial period, by either the Township or the PBA, the parties shall each have the sole and exclusive right to reject the twelve (12) hour shift schedule, for any or no reason, and to revert back to the previous schedule, following discussion by both parties. The decision to revert shall be in writing/email only and sent to the Township Manager, Chief of Police, and the PBA no later than August 1, 2017. A party's decision to revert or not shall not be contested and/or grieved.

2. The Township and PBA representatives will meet quarterly during the one-year trial period to assess any impact of the new schedule on either party. Any promotions required by the schedule change will be temporary until such time as both parties agree to continue the twelve (12) hour shift on a regular basis or otherwise agree. Details of the twelve (12) hour shift are outlined in the March 29, 2016 Memorandum, attached as Appendix "A" and

incorporated into this Agreement.

C. The work shift for those Police Officers not covered under Sections A and/or B above, shall consist of five (5) consecutive work days of eight (8) consecutive hours in a period of seven (7) calendar days. The Township shall pay those Police Officers assigned to an eight (8) hour work day shift, premium pay for all hours worked in excess of eight (8) consecutive hours within any twenty-four (24) hour work day period, or for all hours worked in excess of forty (40) hours during any work shift period comprised of five (5) consecutive work days in a period of seven (7) calendar days.

D. The Township may change the work schedule only with the consent of the PBA or pursuant to Appendix "A".

E. The Chief of Police may temporarily modify the work schedule of the Police Officers only in the event and for the duration of an emergency.

F. The Township will not alter a Police Officer's scheduled vacation period when implementing the emergency changes without the consent of the affected Police Officer.

ARTICLE 8 - OVERTIME

A. The Township shall pay premium pay for all hours, or part thereof, in excess of either eight (8) or nine (9) hours constituting the work day shift, or in excess of either forty (40) hours or forty-five (45) hours constituting the work shift, as is set forth in Article 7 Sections (A) and (B) above, unless an officer is working a twelve (12) hour shift.

B. Overtime/premium pay for Patrol Officers working a twelve (12) hour shift and the accumulation of Kelly Time, which is calculated at a straight rather than a premium rate, shall be calculated and accrued in accordance to Appendix "A". See Article 3, Definitions (M).

C. A Police Officer who is called in to work or required to work outside his or her regularly schedule work day shift or work week shift hours so as to work outside his or her previously schedule work day hours shall be guaranteed three (3) hours of premium pay. However, this provision will not apply in the event the Police Officer is called in to commence work early for three (3) hours or less immediately prior to his or her regularly scheduled work day shift, or should he or she be requested to stay over and work the time immediately following the work day shift, *i.e.* contiguous to his or her work day tour of duty.

D. Special duty assignments that is extra police protection or coverage that is contracted for by any resident, business entity, community group, school district or organization shall be made through the Office of the Chief of Police. The Police Officer who is assigned the special duty will be compensated at a premium rate of pay.

E. The Township will pay the Police Officer all regular, premium, special duty and overtime wages due to be paid the Police Officer on or before the fourth calendar day following the completion of the payroll period.

F. Compensatory Time. Compensatory time may be earned and accrued by Police Officer in lieu of premium or overtime pay under the following conditions:

1. Selection of compensatory time or premium (overtime) pay shall be at the sole discretion of the affected police officer and shall be made by the officer prior to the submission of the bi-weekly work/attendance record to the Finance Department.

2. Compensatory time shall be earned at the same rate as overtime (premium pay, *i.e.*, 1.5 hours of compensatory time for each hour of overtime or premium pay worked).

3. Utilization of compensatory time shall be in accordance with the Fair Labor Standards Act (Federal), except as provided in subparagraph 6 below.

4. Unless otherwise restricted, an officer may convert and be paid in cash for up to 240 hours of compensatory time per year. An officer may only cash in compensatory time twice a year.

5. All monies received from the payment of compensatory time shall be considered salary for the purpose of pension calculations, provided said payments are accepted and/or approved by the Pennsylvania Auditor General's office.

6. Use of compensatory time is intended to be at the discretion of the police officer, provided the selection does not create manpower problems within the department, *i.e.*, leaving a shift below minimum staffing in accordance with departmental rules and regulations. Approval of the use of compensatory time off shall not be unreasonably withheld.

7. If, during the course of a Police Officer's tenure, there is an accumulation of accrued compensatory time in excess of 400 hours, the Township may exercise its right to pay off a portion of the accrued compensatory time to a level not below 240 hours without the police officer's consent.

ARTICLE 9 - COURT TIME; ON CALL STATUS

A. Off-Duty Court Attendance. An off-duty Police Officer who is required to attend court at any time other than during his or her regularly scheduled work shift, as a witness in a proceeding in connection with the performance of his/her official duties, shall be compensated at premium pay (overtime rate) from the moment they were placed in on call status to the time that they have concluded their responsibilities to that court for the day in question.

B. On-Call. An off-duty Police Officer who is required to be placed in an on-call status for attendance at court as a witness in a proceeding in connection with the performance of his or her official duties, shall be entitled to one hundred and twenty-five dollars (\$125.00) per day as compensation if, and only if, he/she has not been advised by the Chief of Police or his designate that attendance at court is not necessary by 1100 hours on that day. A Police Officer placed in an on-call status who appears in court, however, will be paid the appropriate court attendance compensation. The parties intend that there will be no pyramiding of the on-call compensation payments with the court attendance fee provided in Section A above.

C. Civil Court Proceedings. Any civil court appearances arising out of an officer's duties may be included as compensable (premium pay for any time other than during his/her scheduled work shift) provided:

1. All arrangements (negotiations, witness fees, mileage reimbursement, time of appearance, etc.) are to be conducted through the Police Department Administration.
2. All appearances have been approved by the Chief of Police or his designee.

D. Detectives. An off-duty detective who is required to be placed in an "on-call" status for a weekday or weekend shift shall be entitled to one hundred and twenty-five dollars (\$125.00) compensation for the weekday (Monday 5:00 pm to Friday 8:00 am) or weekend shift (Friday 4:00 pm to Monday 8:00 am); however, if the on-call detective is called into work, the detective will be paid premium pay (overtime rate) for all hours worked (with a minimum of three (3) hours) and will not receive the lump sum (\$125.00) "on-call" pay.

ARTICLE 10 - ACTING IN RANK

Effective May 15, 2012, the Township shall issue out of rank pay adjustments to all affected Police Officers who assume the duties of a higher rank position on a temporary basis and perform in such capacity in excess of one (1) full shift. When implemented, the acting in rank pay increment shall be retroactive to the first hour of the first full shift.

ARTICLE 11 - HOLIDAYS AND PERSONAL DAYS

A. Except as is provided in Section B and E herein below, each Police Officer will earn twelve (12) paid holidays or ninety-six hours (96) during each calendar year pro rata to two thousand eighty (2080) hours of service. Due to the addition of the temporary twelve hour (12) work shift, the parties intend to use hours instead of days when calculating holiday, personal days, vacation, and sick leave.

1. Holiday pay shall be issued in two (2) semi-annual lump sum payments. The first payment will be for six (6) holidays or forty-eight (48) hours and shall be included in the first payroll of May. The second payment will be for six (6) holidays or forty-eight (48) hours and shall be included in the first payroll of November of each year.

2. Holiday pay shall be computed on an eight (8) hour workday.

B. A Police Officer who is in his or her first calendar year of service will earn .046 of a holiday hour for every hour of work. The holiday pay will be paid in the first payroll of January, which follows the first calendar year of service.

C. Festive Holidays

1. Police Officers who work on Easter Day, Thanksgiving Day, or on Christmas Day will be paid a festive holiday benefit. The Township shall pay each Police Officer premium pay at one and one half (1 ½) times the base hourly rate for each hour he or she works on the festive holiday.
2. There shall be no pyramiding of premium pay for festive holidays.

D. Each Police Officer shall earn three (3) paid workdays or twenty-four (24) hours as personal leave time during each calendar year of service pro rata to two thousand eighty (2080) hours of service. The selection of the time off for the personal day shall be in the discretion of the Police Officer, provided the selection does not create a serious manning problem.

E. A Police Officer who separates from service for any reason will be paid the holiday and personal leave pay as provided in Article 26 of this agreement.

ARTICLE 12 - VACATION LEAVE

A. Effective upon the date of hire, the Police Officer shall earn and accrue on a daily basis, a vacation leave which is in proportion of ten (10) workdays or eighty (80) hours to two thousand eighty (2080) hours of service. The rate of annual vacation leave allotted shall be increased upon completion of the following schedule of service:

1. Sixty (60) months - Fifteen (15) workdays or One Hundred Twenty (120) hours;
2. One Hundred Twenty (120) months - Twenty (20) workdays or One Hundred Sixty (160) hours;

3. One Hundred Eighty (180) months - Twenty-Five (25) work days or Two Hundred (200) hours; and
4. Two Hundred Forty (240) months - Thirty (30) workdays or Two Hundred Forty (240) hours.

B. The probationary Police Officer will not be eligible to use the vacation leave credited to him or her in the first six (6) months of service without the approval of the Chief of Police, or his or her designee.

C. A Police Officer may accrue the vacation leave earned, up to a maximum of ninety (90) workdays or Seven Hundred Twenty (720) hours, and any excess time may be redeemed by the Township. Police Officers hired on or after May 15, 2012, shall have a maximum accumulation of sixty (60) vacation days or Four Hundred Eighty (480) hours. In addition, the number of vacation days for police officers hired on or after May 15, 2012 shall be prorated in the final year of employment by month.

D. It is agreed that a Police Officer will not use more than ten (10) work days or eighty (80) hours of vacation leave in excess of what can be earned in a calendar years, without the express permission of the Township.

E. A Police Officer who separates from service for any reason will be paid for vacation leave as provided in Article 26 of this Agreement.

F. Vacations may be granted only at such times as requested by an employee and approved by his or her supervisor.

G. All Police Officers shall be permitted to use their allotted vacation time in increments of a combination of workdays, single workdays of twelve (12) or eight (8) hours, or in half ($\frac{1}{2}$) workdays of six (6) or four (4) hours.

H. The selection of the annual vacation time sought by each Police Officer should be submitted on or before March 1 of each year and for those who do so, their preferential time period, shall be allowed and authorized as is herein provided. In the event of conflicting vacation scheduling requests and adequate manpower coverage is not assured, authorization of the requested vacation leave will be made in the order of preference within the patrol squad or within the criminal investigation division based on length of service he or she has as a Police Officer with Northampton Township.

I. A Police Officer may utilize vacation leave in advance of receiving the specified annual allotment, provided that he or she obtains the permission of his or her supervisor and the Chief of Police. The Chief of Police shall have the sole discretion to determine whether vacation leave requested in advance of being earned shall be granted.

ARTICLE 13 - SICK LEAVE

A. Each Police Officer shall receive full pay and benefits for that period of time he or she is temporarily disabled due to any physical or mental condition, illness, sickness, injury or incapacity which arises by reason of his or her employment with the Township.

B. Those Police Officers who are temporarily disabled by reason of a service related injury or condition will be required to endorse the Workers Compensation benefit check over to the Township and will receive their pay less the authorized withholdings (*i.e.* Income Tax, FICA, etc.) and the Police Pension fund contribution hereinafter set forth in Article 26(I) which contribution will be computed on the full pay.

C. Each Police Officer will be allocated twelve (12) sick days or ninety-six (96) hours per annum pro rata to two thousand eighty (2080) hours of service. Sick leave will be earned in a *pro tanto* relationship to service rendered on an annual basis.

D. Any earned but unused sick leave shall be accrued and added to the individual Police Officer's sick leave bank of time off with pay.

E. Each Police Officer will be authorized to accrue an unlimited number of sick leave days.

F. A Police Officer who separates from service for any reason will be paid for his or her accrued sick leave time as provided in Article 26 of this Agreement.

ARTICLE 14 - MEDICAL, DENTAL, OPTICAL, AND PRESCRIPTION DRUG COVERAGE

A. From and after the thirty-first (31st) calendar day which follows the date of hire (the Township shall be allowed a fifteen (15) day grace period on either side of such date to accommodate notification to carriers), the Township will enroll and provide the Police Officer, his or her spouse and dependent children as defined in the plan of coverage with healthcare coverage as is hereinafter defined in this Agreement.

B. The health care coverage which the Township will provide to each Police Officer, his or her spouse and dependent child shall be the Delaware Valley Health Trust ("DVHT") sponsored High Deductible Health Plan and a Health Reimbursement Account ("HRA") with a three thousand dollar (\$3,000.00) single / six thousand dollar (\$6,000.00) family deductible for medical benefits, which will be implemented on or about July 1, 2016 with benefits as illustrated in Appendix "B" Summary of Benefits, attached hereto and made a part of this Agreement. The Township will pay one hundred percent (100%) of the deductible for each officer, their spouse, and dependents.

C. The Township will provide each Police Officer with an individualized copy of the plan of health care coverage benefits available.

D. The Uniformed Employees Handbook will further provide for a Medicare wraparound, as well as referenced to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

E. Post-Retirement Medical Benefits - the Township shall provide the basic medical and hospitalization benefits as provided at any point in time to active members, to Officers and their spouses retiring on either disability or normal age and service retirement pursuant to the police pension plan described in the collective bargaining agreement. Said medical benefits shall extend for a period of four (4) years from the date of the Officer's retirement for the officer and for a period of one (1) year from the date of the Officer's retirement for the spouse, and shall only be provided if the Officer certifies, in writing, on or before the anniversary date of his or her retirement that he or she is not eligible for coverage under any other cost free employer sponsored healthcare plan, including a plan sponsored by the employer of his or her spouse.

1. Provided, the Township's obligation to pay premiums shall be limited to the premium cost of such coverage as of the date the employee retires. Premium increases above this amount shall be the responsibility of the employee.
2. For spousal coverage, the Officer must be legally married to his or her spouse at the time of retirement.
3. An Officer must choose and be eligible for this benefit at the time of his or her retirement.

4. Upon expiration of this coverage, the Officer and/or spouse shall be permitted to maintain health insurance coverage as a member of the Township Group Plan until Medicare eligibility. Following the initial four (4) year period for the officer and the one (1) year period for the spouse, the employee shall then be required to pay all premiums for coverage for themselves and eligible dependents.

F. Police officers who have medical insurance available from another source may elect to opt-out of the Township provided medical insurance program and be paid thirty percent (30%) of the annual premium cost of the Township provided medical insurance. The payment will be made through bi-weekly payroll but will not be included in any calculation for overtime or pension purposes. An officer will be permitted to re-enroll in the Township's health insurance plan at any open enrollment period or at any time the other coverage becomes unavailable.

G. Any Police Officer who does not qualify for post-retirement medical benefits as provided in Section (E) above and who retires with twenty (20) years or more of service; or separates by reason of a non-service related disability but with ten (10) or more years of service, in such event the covered person, that is the Police Officer, his or her spouse and dependent child, as defined in the plan, will be authorized and entitled to purchase at his or her expense the health care coverage then in existence. The Police Officer and his or her spouse who seeks coverage under this Article will be required to pay in advance the monthly premium cost for such health care coverage allocated to that Police Officer, his or her spouse, and dependent child.

H. Dental. The dental benefit plan provided by the Township will have a maximum limit of one thousand five-hundred dollars (\$1,500.00) per person annually, for each employee, spouse and dependent.

I. Vision. The vision benefit plan provided by the Township will provide for one examination per year for each employee, spouse, and dependent; and provide a two hundred dollar (\$200.00) per year benefit for eyewear, glasses, and contacts for each employee spouse and dependent.

J. Healthcare Plan Re-Opener. During the term of this contract, the Township shall have the ability to re-open the contract on healthcare issues to address possible solutions for avoiding a "Cadillac Tax". The Township shall have the ability to request an expedited arbitration if the parties cannot agree on a contract modification to address the Cadillac Tax issue, if an analysis indicates that it may suffer a Cadillac Tax obligation. The Arbitrator's jurisdiction shall solely be to address health care costs and the possible elimination of, lessening of, and/or sharing of any Cadillac Tax liability between the Township and PBA.

ARTICLE 15 - LIFE INSURANCE

A. The Township will establish and maintain a plan of group term Life Insurance Coverage for each Police Officer wherein each Police Officer will be insured in an amount of Seventy-Five Thousand (\$75,000.00) Dollars face value in the event of death. In the event of death occurring by reason of any accident or his or her employment, the Police Officer shall be insured in the amount of One Hundred Fifty Thousand (\$150,000.00) Dollars. The Police Officer will have the right to designate the beneficiary under the policy of life insurance.

B. The Township shall, at its expense, provide a disability insurance plan of coverage for each Police Officer as is set forth in Section IV, of the Uniformed Employees Handbook.

C. The Township shall permit those Police Officers who retire or separate from service, the right to convert and purchase, at his or her expense, the herein above described group life insurance coverage regardless whether the separation was voluntary or involuntary in nature.

ARTICLE 16 - EDUCATION INCENTIVE PAY, POLICE SCHOOL TRAINING AND EDUCATION EXPENSES

A. The Township agrees to pay each Police Officer hired prior to March 1, 2000 an educational allotment in the first pay period of June of each year as follows:

1. Three Hundred (\$300.00) Dollars, annually to each Police Officer who has earned an Associate's Degree from an accredited institution;

2. Five Hundred (\$500.00) Dollars, annually to each Police Officer who has earned a Bachelor of Science or a Bachelor of Arts Degree from an accredited institution.

B. Meal and Expense Allowance.

1. The Township will provide a twelve dollar (\$12.00) meal allowance for each meal during special training assignments, when meals are not provided

2. The Township will provide all Police Officers who are assigned to attend a mandatory training program all necessary expenses for travel, food and lodging.

3. The Township will provide an expense allowance in advance and the Police Officer will submit receipts to the Township upon return.

C. The Township shall, with prior approval of the Chief of Police, reimburse the Police Officer, upon the successful completion of any course work, for tuition and book costs. Reimbursement shall be conditioned upon the following:

1. Reimbursement shall only be authorized for classes at an accredited institution or for other courses approved by the Township.
2. Courses must be toward a degree in law enforcement or criminal justice.
3. Total reimbursement shall be limited to Three Thousand Dollars (\$3,000) per year.
4. Reimbursement shall be based on the following scale:
 - A. One Hundred Percent (100%)
 - B. Eighty Percent (80%)
 - C. Seventy Percent (70%)
5. No class shall be taken while on Township time.

ARTICLE 17 - CLOTHING ALLOWANCE

A. The Township shall provide each Police Officer without charge or cost replacement and repair of uniforms and clothing damaged in the course of duty.

B. Each Police Officer shall receive an annual clothing allowance each year of this agreement in order to purchase or to replace uniformed clothing in the following amounts:

2016 – Eight Hundred Dollars (\$800)

2017 – Eight Hundred and Fifty Dollars (\$850)

2018 – Nine Hundred Dollars (\$900)

2019 – Nine Hundred and Twenty-Five Dollars (\$925)

2020 – Nine hundred and Twenty-Five Dollars (\$925)

C. Each Non-Uniformed Police Officer (*i.e.* Detective and Detective Sergeant) shall receive an annual clothing allowance in the following amounts in lieu of the benefits provided in Section B of this Article:

2016 – Eight Hundred and Seventy-Five Dollars (\$875)

2017 – Nine Hundred and Twenty-Five Dollars (\$925)

2018 – Nine Hundred and Seventy-Five Dollars (\$975)

2019 – One Thousand and Twenty-Five Dollars (\$1,025)

2020 – One Thousand and Twenty-Five Dollars (\$1,025)

D. The Non-Uniformed Police Officer's clothing allowance payment shall be provided as reimbursement *via* an accounts payable check issued by the Township following the provision of acceptable proof of purchase to the Police Chief or his designate.

F. Requisite Change In Uniform. In the event of any change in uniform style or component imposed on a departmental basis, or any change in unit requirements, or assignment to a specialized unit, the initial issue of the effects of that change shall be provided to the officer by the Township and shall be excluded from the clothing allowance referenced in this Article.

ARTICLE 18- POLICE EMPLOYEE PENSION FUND AND RETIREMENT PLAN

A. General. The Township and PBA acknowledge that the current Pension Plan Ordinance requires revision and agree to leave all existing pension language as-is for the purposes of finalizing this Agreement. A Committee of PBA and Township representatives will be appointed to review existing pension language in both the CBA and Ordinance and incorporate all pension provisions into one document that can be attached as an exhibit to this

Agreement. Both parties will attempt to complete the changes within twelve (12) months of executing this Agreement. The Township acknowledges that any changes to pension plan provisions, at any time, require negotiation with the PBA and that the Township cannot change the Ordinance unilaterally. The Township will also agree that any changes will not result in any reduction of benefits to PBA members.

1. The Township shall establish and maintain a Pension Fund and Retirement Plan for the Police Officer so as to provide benefits afforded under the Pennsylvania Municipal Retirement Law.

2. The Police Pension Plan schedule of benefits initially effective on May 11, 1966 has been restated in the Plan adopted by the Board of Supervisors on November 11, 1987, and revised on several occasions by Resolutions and/or Ordinances, and last revised and restated on January 1, 2012 and is herein incorporated by reference. For Police Officers hired prior to May 15, 2012, should any term of this Collective Bargaining Agreement conflict with the Police Pension Plan with an effective date of January 1, 2012, the terms of this Collective Bargaining Agreement will apply and control. For those Police Officers hired on or after May 15, 2012, the terms the Police Pension Plan shall apply and control in the event of a conflict.

B. Normal Retirement Requirement

1. A Police Officer who had been employed on December 31, 1991 as a full-time police officer for the Township will be eligible for a Normal Retirement upon the completion of twenty-five (25) years of service and attaining fifty (50) years of age. Except as otherwise provided, Police Pension Plan benefits will commence on the first day of the month coincident with or next following the attainment of fifty (50) years of age, unless the Police

Officer continues in active service with the Township in which case payment will commence on the first day of the month which next follows the month of retirement whichever event last occurs. The pension benefits will commence on the first day of the month, which next follows, either the date of death, or the date of retirement by reason of disability for the eligible Police Officer, whichever event first occurs.

2. A Police Officer who is hired on or after January 1, 1992 will be eligible for a Normal Retirement upon the completion of twenty-five (25) years of service and attaining fifty-five (55) years of age. Except as otherwise provided, Police Pension Plan benefits will commence on the first day of the month coincident with or next following the attainment of fifty-five (55) years of age unless the Police Officer continues in active service with the Township in which case payment will commence on the first day of the month which next follows the month of retirement whichever event last occurs. The pension benefits will commence on the first day of the month, which next follows the date of death or date of retirement by reason of disability for the eligible Police Officer, whichever event first occurs.

C. Early Retirement Option. A police officer with twenty (20) years or more of credited service may retire prior to attaining the age and service requirement for a normal retirement benefit by filing a written application for an Early Retirement Benefit. The Early Retirement Benefit shall be a vested benefit that is actuarially reduced as provided in Act 24 of 1998.

D. All full-time Police Officers who are employed by the Township shall be members of the Police Pension Fund and Retirement Plan.

E. A Police Officer who continues in the employ of the Township as a police officer beyond his or her eligible retirement date, will remain a member of the Police Pension Fund and Retirement Plan until such time as he or she retires or otherwise ceases to be a police officer for the Township and during such period of employment the Police Officer must continue to contribute to the plan as is hereinafter provided.

F. Except where a Pension benefit becomes payable by reason of a service related disability pension, the length of service requirement of twenty-five (25) years (i.e. Normal Service) shall constitute the denominator in calculating the proportion of pension benefits available under the plan, notwithstanding anything to the contrary herein. Thus, a Police Officer who retires or separates from service with less than twenty-five (25) years of service, but who has attained vesting by rendering twelve (12) or more years of service as a full-time police officer for the Township shall have the maximum pension benefit described above (i.e. fifty (50%) percent of Final Average Compensation) reduced *pro tanto* to service rendered by applying a fraction which is obtained by dividing the total number of years of full-time service rendered as a Police Officer with the Township (Numerator) by twenty-five (25) years (Denominator).

G. In the event the Police Officer, the retiree, or his or her spouse or dependent child should qualify for more than one (1) benefit under the provisions of the Police Pension Fund and Retirement Plan, the parties intend that only the maximum benefit will be payable to the eligible recipient.

H. Each Police Officer may retire from the Department of Police of the Township as authorized under the Plan and receive the pension benefits herein provided and may thereafter be employed by the Township in the capacity of a non-police employee without diminution, suspension or loss of the pension benefits herein set forth.

I. Each Police Officer shall be required to contribute *five* percent (5%) as set forth herein of their compensation to the Northampton Township Police Pension Plan. The contribution amount shall be reduced below five (5%) per cent, on an annual basis, provided the Township actuarial consultant certifies that all Township pension plan funding obligations shall and can be met by:

1. Funds received from the Commonwealth of Pennsylvania for said purpose (Foreign Casualty Insurance Premium tax monies presently distributed by the PA Auditor General).

2. The Earnings on Fund assets.

3. The Scheduled employee contributions and certifies that the required reduction in employee contribution can be accomplished without adverse effect on the actuarial soundness of the Police Employee's pension plan.

J. A Police Officer who is killed in the line of duty shall receive the benefits paid by the Commonwealth of Pennsylvania as provided in Act 51 of 2009.

K. Vesting and Severance of Employment:

1. Except as otherwise provided, if a Police Officer separates from service or otherwise for any reason terminates his/her employment with the Township, or, whether voluntarily or involuntarily, ceases to be employed as a Police Officer for the Department of

Police of the Township prior to vesting, as is herein provided, and unless an authorized leave of absence is duly approved by the Board of Supervisors, that Police Officer will be entitled to a refund of all pension contributions made by him/her then on deposit in the plan or retirement fund, plus interest on those contributions computed at the applicable statutory interest rate not to exceed six (6%) percent per annum, compounded annually and calculated with regard to the Police Officer's contributions in such a manner as to disregard fractional pension plan years during which the Police Officers contributions may have been held in the plan or fund. The Police Officer who withdraws his or her contribution shall have no benefits or rights under the Pension Plan and Retirement Fund of any nature or kind.

2. A Police Officer who has been employed by the Township and who has twelve (12) years of continuous service, as a full-time police officer with the Township, shall be vested with a pension plan benefit. Should a Police Officer terminate his or her employment as a police officer with the Township, or otherwise cease to be a member of the Department of Police of the Township before attaining the normal retirement age or completing the twenty-five (25) years of service requirement or otherwise in being eligible under the disability provisions hereinbefore set forth, that Police Officer must vest his or her pension eligibility and may not withdraw his or her pension contribution and interest.

3. The Police Officer with twelve (12) years of service or more will be vested and will then be eligible to receive either the normal pension benefit or the pro rata pension benefit as such should be the case under the plan payable from the retirement fund upon meeting the eligibility requirement or attaining the specified retirement age and upon retirement from the Department of Police. Under the provisions of such benefit should a Police

Officer, before attaining either the specified retirement age or the twenty-five (25) years of service required but after having completed twelve (12) years of total service, for any reason cease to be employed as a full-time Police Officer by the municipality in whose pension fund he or she has been a member shall be required to vest his or her retirement benefits; the Police Officer should also file with the governing body (*i.e.* the Township) within ninety (90) days of the date he or she ceases to be a full-time police officer a written notice of his or her intention to vest. Upon attaining the specified retirement age, the Police Officer, except as otherwise provided herein for an earlier eligibility date will, with less than twenty-five (25) years of service which term shall constitute the benchmark for a full pension payment, be paid a pro rata pension benefit. The pension benefit will be based upon the average monthly compensation payable during the final thirty-six (36) month period, prior to his or her termination of employment.

L. Cost of Living Adjustment.

1. Retired Police Officers and other eligible recipients who are receiving retirement benefits under Section 4.01 or 4.03 of the Township's Pension Ordinance shall be eligible to receive a cost of living increase in their benefit. The amount of the increase shall be determined by the Board with the assistance of the Plan's actuary, on a year-to-year basis. Provided, however, that such cost of living increase shall not exceed the percentage increase in the Consumer Price Index for the Philadelphia Metropolitan Area, as prepared by the U.S. Department of Labor from the year in which the Police Officer last worked. Provided further, that in no case shall the total of the Normal Retirement Pension Payment and the pension benefits as adjusted by the cost of living increases exceed seventy-five (75%) percent of the

final average compensation used in computing the participant's retirement benefits, and provided further, that the total cost of living increase shall not exceed thirty (30%) percent. No cost of living increase shall be granted which would impair the actuarial soundness of the pension fund.

2. A Police Officer, or other eligible pension participant, will not be eligible for a cost of living adjustment until he or she attains the age of sixty (60) years.

M. Should it be determined that a Non-Service Related Disability Pension benefit is lawful under Act 600, such shall be authorized for those Police Officers with ten (10) or more years of service. The pension benefit will be based on fifty (50%) percent of Final Average Compensation adjusted pro rata to the years of full-time service rendered by him or her as a police officer being the numerator divided by the required twenty-five (25) years of service which will be used as the denominator.

N. Deferred Compensation

1. Effective January 1, 2001, the Township shall establish a 457 savings plan for each officer employed by the Township. The Township shall, on an annual basis, deposit into each account 1.5% of the police officer's salary.

2. Upon a Police Officer's termination of employment, all rights and control of said accounts shall be transferred to that Police Officer.

O. Deferred Retirement Option Plan ("DROP")

1. The Deferred Retirement Option Plan set forth in Article X of the Police Pension Plan with an effective date of January 1, 2012 is incorporated herein by reference. The term of the DROP Program, however, is hereby changed to four (4) years instead of three (3).

2. Under the Drop plan, the Township will not be responsible for administration of the funds, shall not guarantee any minimum investment performance and the plan must comply with any requirements of the Pennsylvania Auditor General. If the Auditor General at any time finds the plan to be invalid it shall either be revised to conform to the requirements of the Auditor General or, if that is not possible, it shall be terminated.

ARTICLE 19 - WAGES OR SALARY

A. The following represents the annual base wage or salary by rank and length of service for the Police Officers for the five (5) year term of this Agreement¹:

	2016	2017	2018	2019	2020
Percentage Increase	3.00%	3.25%	3.25%	3.50%	3.50%
Patrolman					
Step 1 (0-12 month)	62,789	64,830	66,937	69,279	71,704
Step 2 (13-24 month)	69,064	71,309	73,626	76,203	78,870
Step 3 (25-36 month)	75,376	77,826	80,355	83,168	86,079
Step 4 (37-48 month)	81,688	84,343	87,084	90,132	93,287
Step 5 (49 months +)	88,001	90,861	93,814	97,097	100,495
Longevity					
Step 6 (5 years at Step 5)	90,621	93,567	96,608	99,989	103,488
Step 7 (10 years at Step 5)	93,279	96,311	99,441	102,921	106,523
Detective (Probationary)	94,213	97,275	100,436	103,952	107,590
Detective	96,750	99,895	103,141	106,751	110,488
Corporal (Probationary)	95,243	98,338	101,534	105,088	108,766
Corporal	97,780	100,958	104,239	107,888	111,664
Sergeant (Probationary)	98,880	102,094	105,412	109,101	112,920
Sergeant	100,275	103,534	106,899	110,640	114,513
Detective Sergeant	100,275	103,534	106,899	110,640	114,513

¹ For the convenience of the Parties, dollar amounts, calculated from an agreed to percentage increase in wages per year, are provided herein; however, if any discrepancy arises over these dollar amounts, it is understood and agreed that the percentage increase and not the dollar amount provided will ultimately control.

B. The computation of the base annual wage shall for the purposes of this Agreement reflect compensation based on Two Thousand Eighty (2080) hours of service. The base hourly wage rate is determined by dividing the basic annual wage by Two Thousand Eighty (2080) hours.

C. The Township will be authorized in its discretion to grant one (1) or more step pay grade enhancements as a work experience credit for having worked as a full-time Police Officer for another Law Enforcement Agency.

D. Promotions. In the event of a promotion of an officer, the officer shall be placed in a grade/classification that effectively increases that officer's base hourly wage rate.

ARTICLE 20 - GRIEVANCE PROCEDURE

A. A grievance may be raised by a Police Officer or several Police Officers, and filed by the PBA representative.

B. Sequence - Not later than fifteen (15) workdays after the Police Officer becomes aware of an event prompting a grievance, he, she or they may file a grievance. The grievance must be submitted in the following sequence:

1. to the Chief of Police
2. to the Township Manager
3. to the Board of Supervisors
4. to an Arbitrator

C. Decisions and Time Limits - Informal hearings shall be held at Steps (1) and (2); these hearings shall be scheduled within fifteen (15) days unless otherwise extended by mutual agreement. A decision shall be made within fifteen (15) days of the hearing at steps (1) & (2) and within thirty (30) days at step (3). Failure to receive a decision within these time limits shall

entitle the grievant to appeal to the next step. If a grievance is not appealed to the next step within ten (10) work days of the receipt of a decision or the time a decision should have been communicated unless extended by agreement, it shall be considered settled on the basis of the Township's last answer. The time limit in each step may be extended by mutual written consent of the grievant and the Township representative involved at any step. As used herein, days shall mean workdays of Monday through Friday, exclusive of holidays.

D. Arbitration - If the grievance is not settled at step (3) either the aggrieved Police Officer(s) or the PBA may refer the grievance to the arbitration process within twenty (20) days after receipt of the Township's answer or the time a decision should have been communicated. The arbitrator may be a person mutually agreed upon or, if such person is not agreed upon within twenty (20) days after submission of the request for arbitration, then either the grievant or the Township may request the American Arbitration Association to submit a list of names of five (5) arbitrators to the parties. Each party shall alternately strike a name until one (1) name remains and that person shall be the arbitrator. The grievant shall strike the first name and thereafter the parties shall alternately strike a name until one (1) name remains.

E. Disciplinary Actions - Suspensions and discharges of Police Officers may be grieved under the Collective Bargaining Agreement or the Police Officer may proceed under the Police Tenure Act. The Police Officer must make the election of whether to grieve or appeal under the Police Tenure Act at the time the charges that represent the basis for the suspension or termination are served upon the Police Officer. The election once made shall not be changed without the express written consent of all parties.

ARTICLE 21 - SPECIAL TENURE RULES

A. Tenure Credits - For all Police Officers hired prior to January 1, 1997 a special tenure credit is provided for determining their classification within the pay scale contained within Article 19. This credit shall be based upon the formula/ratio of one and a half (1.5) years of service to Northampton Township Police Department as a sworn officer equaling one (1) year of experience in his/her current pay classification. (Fractions of $\frac{1}{2}$ or more rounded up).

B. Utilization of Special Tenure. A Police Officer may utilize special tenure credits on/at the following occasions for determining his/her pay classification.

1. Anniversary Date of Hire - At each anniversary of the date of hire, a Police Officer may utilize his special tenure credits to improve his pay classification, if applicable.

2. Promotion - In the event of promotion within the department a Police Officer may use his/her special tenure credits to determine their appropriate pay classification within his/her new rank.

3. Acting in Rank - A Police Officer, in the event of performing duties of a higher rank, may use his/her special tenure credits in determining the appropriate pay classification at the higher rank.

ARTICLE 22 - LEGAL DEFENSE

A. The Township agrees to defend and to assume all costs, including legal fees in connection with the defense of all Police Officers covered by this Agreement against all civil and criminal actions instituted against such Police Officers on account of any claims, actions, or causes alleged to arise out of or be connected with the performance of any duties by such Police Officers for and on behalf of the Township or as a result of any actions taken by such

Police Officer, in the course and scope of his/her employment with the Township, including any and all civil rights actions brought against such Police Officers and regardless of whether such civil rights actions may be brought under the Federal or State Constitutions or of any laws promulgated pursuant to either or both constitutions.

B. The Township shall pay specified and reasonable expenses for a criminal attorney to represent a Police Officer in any criminal proceeding arising from performance of his duties as a Police Officer provided only that the Officer is not found guilty. The attorney shall be chosen from a list of four (4) experienced attorneys named by the PBA and approved by the Township.

ARTICLE 23 - LEAVES OF ABSENCES WITHOUT PAY

A. A Police Officer who is unable to work due to illness and who has exhausted all sick leave benefits may be granted a leave of absence without pay by the Township for a period of time not to exceed six (6) months, upon written request by the Police Officer and upon certification by a doctor that such leave is needed. In cases where leave without pay of more than thirty (30) days is granted, a doctor's certificate of continued disability must be presented to the Township every thirty (30) days. A doctor must certify that the Police Officer is, by reason of such disability, unable to return to work. Where such unpaid leave is approved by the Township, contributions by the Township toward hospitalization, surgical and major medical insurance coverage, as well as life insurance plans as provided in this Agreement shall continue during such leave. An additional leave of absence of up to six (6) months may be granted by the Township.

B. Except as otherwise provided in this Agreement every Police Officer who is on a

paid leave of absence has the guaranteed right to return to the same pay grade classification or rank that he or she held before going on leave with pay.

C. Police Officers shall continue to earn sick leave, vacation or other paid leave during any month or part thereof in which they are in compensable status. Police Officers not on such status shall not earn sick and annual leave while on unpaid leave, but shall be entitled to all accrued but unused leave upon return to work. Police Officers shall retain their seniority during an unpaid leave of absence, but shall not accrue additional seniority during such unpaid leave.

ARTICLE 24 - PAYROLL DEDUCTIONS

During the term of this Agreement, in addition to all necessary withholding taxes or lawful attachments, the only allowable deductions from the Police Officer's pay will be for dues, credit union, two (2) charities, additional life insurance premiums, dental insurance and for premiums incurred for accident and sickness policies. The Township will also permit the Police Officer to identify his or her portion of compensation that he or she desires to be withheld and transferred directly to Section 457, I.R.C. type deferred compensation plan.

ARTICLE 25 - DISPUTE CLAUSE

A. This agreement and any supplemental agreements hereto, hereinafter referred to collectively as Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

B. In the event that any term or provision of this agreement is found to be inconsistent with the existing law (legislation), or is rendered or declared illegal, invalid, or inoperative by final order of any court or Board of Arbitration of competent jurisdiction, the

remaining provisions of this Agreement shall not be affected thereby. However, in such a contingency, the parties shall meet promptly and negotiate with respect to substitute provisions for those parts and provisions rendered or declared illegal, invalid, or inoperative. If the parties are unable to agree and to resolve their disputes with regard to such re-negotiations, the matter will be resolved by final and binding arbitration pursuant to the terms and provisions of Act 111.

ARTICLE 26 - SEVERANCE BENEFITS

A. A Police Officer who is separated from service (*i.e.*, retires, resigns or terminates) for any reason will be paid the holidays, personal days, longevity and vacation time accrued as follows:

1. Those Police Officers who have ten (10) years of service or less will be paid only for the unused holidays, personal days, longevity and vacation time earned pro rata to the date of separation.

2. Those Police Officers who have more than ten (10) years of service but less than twenty-one (21) years of service will be paid for the unused holidays, personal days, longevity and vacation time including:

a. One half ($\frac{1}{2}$) the annual allotment authorized in the years of separation should the date of separation occur prior to July 1;

b. The entire annual allotment authorized in the year of separation should the date of separation occur on or after July 1. However, as provided in Article XII, Section C, the number of vacation days paid at separation to Police Officers hired on or after May 15, 2012 shall be prorated in the final year of employment by month.

3. Those Police Officers who have twenty-one (21) years of service and upwards will be paid for the unused holidays, personal days, longevity and vacation time including the current calendar years allotment regardless of when the date of separation occurs in that calendar year. However, as provided in Article 12, Section C, the number of vacation days paid at separation to Police Officers hired on or after May 15, 2012 shall be prorated in the final year of employment by month.

B. A Police Officer who is separated from service with the Township for any reason will be to the extent of the earned but unused sick leave accrued:

1. Permitted to receive compensatory time off with pay up to maximum of one hundred twenty (120) days; or

2. For those Police Officers hired before May 15, 2012, paid for up to ninety (90) sick leave days, which shall be redeemed by the Township at the base annual wage rate. Those Police Officers hired on or after May 15, 2012, shall be paid 50% of their accrued sick leave bank to a maximum of 90 days; or

3. If employed on January 1, 1989, and the Police Officer had accumulated more than ninety (90) sick leave days as of that date, paid for up to the number of unused sick leave days existing as of January 1, 1989, but in no event more than one hundred twenty (120) sick leave days; or

4. All other unused sick leave days shall be forfeited without compensation upon separation from service.

ARTICLE 27 - PAST PRACTICES

All existing benefits and practices enjoyed by a Police Officer not expressly modified by this Agreement shall remain as is and be continued hereunder.

ARTICLE 28 - PHYSICAL EXAMINATION

A. Pursuant to criteria for physical examinations developed by the Chief of Police all of which shall be distributed to the Police Officers and the PBA the Township, through the Chief, may require a Police Officer to undergo a complete physical examination. Absent the Township's request, each individual Police Officer has a right to undergo a physical examination in accordance with the following schedule:

1. Age 40 and under once every four (4) years
2. Age 41 and over once every two (2) years

B. The attributes, tests, and procedures, etc., for the physical and psychological examination shall be in accordance with the criteria as established by the Chief of Police. Physical examinations shall be performed either by a physician or medical facility approved by the Township or by the Police Officer's own physicians and/or medical facilities. The Township agrees to a maximum reimbursement for such medical expenses in the amount of Two Hundred (\$200.00) Dollars.

ARTICLE 29 - HEADINGS

Any heading preceding the text of the several Articles hereof, are inserted solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction of effect. IN WITNESS WHEREOF, the parties hereto have set their respective hands and seal this 22nd day of June 2016.

NORTHAMPTON TOWNSHIP
BOARD OF SUPERVISORS

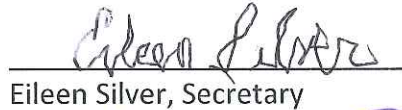
By:


Larry Weinstein, Chairman

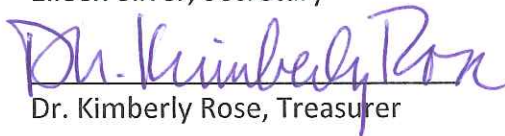
By:


Barry Moore, Vice Chairman

By:


Eileen Silver, Secretary

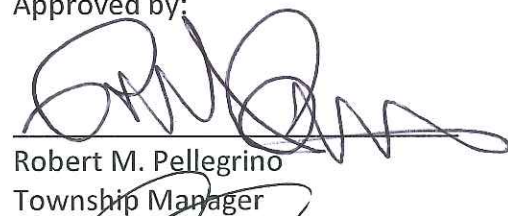
By:


Dr. Kimberly Rose, Treasurer

By:

George F. Komelasky, Supervisor


Approved by:


Robert M. Pellegrino
Township Manager

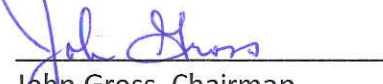

Joseph Pizzo, Solicitor

NORTHAMPTON TOWNSHIP
POLICE BENEVOLENT ASSOCIATION

By:


John Laub, President
Northampton PBA

By:


John Gross, Chairman
Negotiating Committee

By:


Ryan Jumper, Secretary
Northampton PBA

MEMORANDUM

TO: PBA Negotiating Committee
FROM: Robert M. Pellegrino, Township Manager
RE: 12-hour Patrol Shift
DATE: March 29, 2016

APPENDIX "A"

At your request, the following detail is being provided on the proposed 12-hour shift for the Patrol Division. This is presented for settlement purposes only.

Effective July 1, 2016, the Police Department will implement a twelve (12) hour work day shift schedule that will apply only to those Police Officers assigned to the Patrol Division.

The twelve (12) hour work day shift will be implemented as follows:

- a. The Patrol division will be compartmentalized into four (4) distinct squads, identified as "A", "B", "C", "D"
- b. The Patrol Division shall be assigned to one (1) of the following "work day shifts" which is currently agreed to be scheduled as follows:
 - i. 7:00 o'clock AM through 7:00 o'clock PM
 - ii. 7:00 o'clock PM through 7:00 o'clock AM
 - iii. 6:00 o'clock AM through 6:00 o'clock PM (two early cars)
 - iv. 6:00 o'clock PM through 6:00 o'clock AM (two early cars)
- c. The work period will be comprised of fourteen (14) consecutive calendar days, Monday through Sunday. Each fourteen (14) day cycle will alternate between day shift (6:00 or 7:00 AM through 6:00 or 7:00 PM) and night shift (6:00 or 7:00 PM through 6:00 or 7:00 AM). Police Officers will be regularly scheduled to work one (1) of the "work day shifts" for the duration of the fourteen (14) day work period in the following sequence:
 - i. Two (2) days on, followed by two (2) days off, followed by three (3) days on, followed by two (2) days off, followed by two (2) days on, and 3 (three) days off.
- d. For and during such time that twelve (12) hour work day shift is implemented, the Police employees assigned to the Patrol Division will be paid at the premium rate for all hours worked either in excess of twelve (12) hours during regularly

scheduled work day within any twenty-four (24) hours, or in excess of eighty-four (84) hours in any fourteen (14) calendar day work period.

- e. Each Police Officer who is assigned to work a twelve (12) hour work day shift will earn four (4) hours of time every 14 days (referred to as "Kelly" hours) for a total of one hundred and four (104) "Kelly" hours in each calendar year.

Fifty-two (52) "Kelly" hours will be made available to each Police Officer on January 1 and July 1 of each calendar year. Each Police Officer will be permitted to carry over up to twenty-four (24) "Kelly" hours into the second half of the year. Any other unused "Kelly" hours as of June 30 each year will be forfeited. Between July 1 and December 31 each year, Police Officers may use accrued "Kelly" hours as time off. In the event these "Kelly" hours are not used, the Township will pay the Police Officers at the current rate of pay for up to fifty-two (52) accrued "Kelly" hours.

- f. The use of other allowable leave (vacation, sick, personal, compensatory, bereavement, etc.) will have precedence over the use of "Kelly" hours. The use of "Kelly" hours shall not result in additional overtime expenses.
- g. All existing time off granted to Police employees (vacation, sick, personal, compensatory, bereavement, etc.) under the current collective bargaining agreement shall be converted to hours for the purposes of implementing the 12-hour shift.
- h. Those Police Officers assigned to work the twelve (12) hour "work day shift" will not be held over beyond the completion of their work day shift for more than six (6) hours except in the event of a declared emergency by the Chief of Police. It is intended that the maximum number of hours any Police Employee will be required to work in a twenty four (24) hours period is eighteen (18) hours.
- i. Shall a Police Officer attend a training program on a regularly scheduled work day shift and complete such training prior to the end of the shift, he or she shall be required to work the balance of the shift unless the training is scheduled for eight (8) or more hours.

Any other operational issues that arise from the implementation of the 12-hour shift schedule will be addressed by the Chief of Police or his designee. The Chief of Police agrees to meet with representatives of the PBA to discuss any unresolved issues.

It is my understanding that the Committee will present this information to the PBA membership for its consideration.

Delaware Valley Health Trust

Northampton Township - Uniform

Effective through December 31, 2016	Current DVHT PPO \$10 primary, \$20 specialist, with \$10 generic, \$20 brand pharmacy benefit		Proposed HDHP PPO HRA \$3,000/\$6,000, with \$5 generic/\$25 brand	
	In network	Out of network	In network	Out of network
Deductible	None	\$250 individual/\$500 family	\$3,000 individual/\$6,000 family	\$5,000 individual/\$10,000 family
Out of Pocket Maximum	None	\$1,000 individual/\$2,000 family	\$6,600 individual/\$13,200 family	\$10,000 individual/\$20,000 family
Primary Care Physician*	\$10 copay	80%, after deductible	\$10 copay, no deductible	70%, after deductible
Specialist Office Visit*	\$20 copay	80%, after deductible	\$20 copay, no deductible	70%, after deductible
Preventive Care*	\$20 copay	80%, no deductible	\$0 copay*	70%, after deductible
Routine OB-GYN/PAP	subject to office visit copay	80%, no deductible	100%, no copay, no deductible	70%, no deductible
Pediatric Immunization	\$20 copay	80%, no deductible	100%, no copay, no deductible	70%, no deductible
Mammography (age 40 and over)	\$20 copay	80%, after deductible	100%, after deductible. Up to 20 visits per calendar year	70%, after deductible
Chiropractic Care	\$20 copay	80%, after deductible	100%, after deductible	70%, after deductible
Outpatient Surgery	100%, no copay	80%, after deductible	100%, after deductible	70%, after deductible
Hospitalization Copay	100%, no copay	80%, after deductible	100%, after deductible	70%, after deductible
Lab and Pathology Tests	\$20 copay	80%, after deductible	100%, after deductible	70%, after deductible
Routine Diagnostic/Radiology Services	\$20 copay	80%, after deductible	100%, after deductible	70%, after deductible
Complex Imaging	\$20 copay	80%, after deductible	100%, after deductible	70%, after deductible
Emergency Room Copay	\$50 copay. Waived if admitted		100%, after deductible. Deductible waived if admitted	
Urgent Care	\$10 copay	80%, after deductible	100%, after deductible	70%, after deductible
Walk-In Clinic	\$20 copay	80%, after deductible	100%, after deductible	70%, after deductible
Maternity (1st visit only)		80%, after deductible. Visits combined in and out of network	100%, after deductible. Up to 60 visits per calendar year. Visits combined in and out of network	70%, after deductible. Visits combined in and out of network
Physical/Speech/Occupational 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	100%, after deductible. Up to 120 visits per calendar year. Visits combined in and out of network	70%, after deductible. Visits combined in and out of network
Home Health	100%, no copay. Up to 120 visits per calendar year. Visits combined in and out of network	80%, after deductible. Visits combined in and out of network	100%, after deductible. Up to 120 visits per calendar year. Visits combined in and out of network	70%, after deductible. Visits combined in and out of network
Hospice	100%, no copay	80%, after deductible	100%, after deductible	70%, after deductible
Skilled Nursing Facility	100%, no copay. Up to 180 days per calendar year. Combined in and out of network	80%, after deductible. Combined in and out of network	100%, after deductible. Up to 180 days per calendar year. Combined in and out of network	70%, after deductible. Combined in and out of network
Mental Health Services	Inpatient 100%, no copay. Outpatient \$20 copay	80%, after deductible	100%, after deductible	70%, after deductible
Substance Abuse	Inpatient 100%, no copay. Outpatient \$20 copay	80%, after deductible	100%, after deductible	70%, after deductible
Durable Medical Equipment	\$20 copay, once every 24 months	80%, after deductible	100%, after deductible	70%, after deductible
Prison Exam Benefit	\$200 every 24 months	80%, after deductible	\$200 every 12 months	
Lens Reimbursement	\$10 generic/\$20 brand. Up to a 34 day supply	80% of recognized charges	\$5 generic/\$25 brand. Up to a 34 day supply	70% of recognized charges
Retail Prescription Drug Copay	\$20 generic/\$40 brand. Up to a 100 day supply for maintenance medications	Not covered	\$10 generic/\$50 brand. Up to a 100 day supply for maintenance medications	Not covered
Mail-Order Prescription Drug Copay				

*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

We accept this plan option and rates that represent Employer Funding of _____ % (as reflected on the rates summary page) effective _____