

New Britain Township

And

**New Britain Township
Police Benevolent Association**

**Collective Bargaining Agreement
January 1, 2014– December 31, 2018**

Collective Bargaining Agreement

2014-2018

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**TOWNSHIP OF NEW BRITAIN
&
NEW BRITAIN TOWNSHIP POLICE BENEVOLENT ASSOCIATION**

JANUARY 1, 2014to DECEMBER 31, 2018

AGREEMENT

This agreement, made this _____ day of _____, 2015, by and between the TOWNSHIP OF NEW BRITAIN, a municipal corporation of the Commonwealth of Pennsylvania, in the County of Bucks, hereinafter called "Township," and the members of the NEW BRITAIN TOWNSHIP POLICE BENEVOLENT ASSOCIATION, hereinafter called "Association."

WITNESSETH

WHEREAS, Pursuant to the Act of June 24, 1968, P.L. No. 111, 43 P.S. 217.1 et seq., the Association designated Officers Joseph R. Karpovich, Michael R. Sandt and Paul J. Zielinski as their bargaining unit, in an effort to reach agreement on an Employment Contract with the Township; and

WHEREAS, The New Britain Township Board of Supervisors designated Eileen M. Bradley and Angela Benner as their bargaining representatives in a similar effort; and

WHEREAS, The Township and the Association have negotiated in good faith pursuant to Act 111 of 1968, and having not reached agreement through negotiations, hereby agree to the terms and conditions of the February 16, 2015 arbitration panel award (AAA Case #14 360 L 01280 13), which shall be adopted into the existing agreement.

NOW THEREFORE, intending to be legally bound, the Township and Association agree as follows:

ARTICLE I

TERM, RECOGNITION & PAST PRACTICES

1.01 TERM OF AGREEMENT

The term of this Agreement is for a period of five (5) years commencing January 1, 2014 through December 31, 2018.

1.02 RECOGNITION

The Township recognizes the New Britain Township Police Benevolent Association as the exclusive collective bargaining representative of all Police Officers within the bargaining unit. The bargaining unit shall include all police officers that hold the rank of Sergeant or below. The bargaining unit shall not include the Chief of Police or an officer over the rank of Sergeant, each of whom is a managerial employee of the Township.

1.03 PAST PRACTICES

1.03.1 Except as modified by this Agreement, no established past practice as defined below may be modified or eliminated during the term of this Agreement except by mutual agreement of the parties.

1.03.2 An established past practice shall mean one which:

- a.** Provides a tangible benefit to officers; and
- b.** Has been consistent, continued and uniformly applied; and
- c.** Is either evidenced in writing or can be proven by clear and convincing evidence.

ARTICLE II
GENERAL PROVISIONS

2.01 OTHER LAWS

Nothing contained herein shall be construed to modify, restrict, or affect the provisions of laws regarding appointment, suspension, reduction in rank or discharge of Police Officers. In the interpretation and administration of this agreement, and in the administration of the Police Department in general, it is understood that the Township, its officers and employees, and the Police, are subject to the provisions of the second Class Township Code and to all applicable State and/or Federal Law.

2.02 CONFLICT WITH OTHER POLICY

It is recognized that the Supervisors of the Township of New Britain have, from time to time by resolution, adopted certain policies governing the administration and operation of the Police Department. Those policies may be changed from time to time by resolution of the Board except where a conflict occurs between those policies and within this Agreement. It is agreed the provisions of this Agreement shall take precedence, except when such changes are made in order to comply with mandatory provisions of law or official State or Federal regulations, for which the Association will receive notice. Any non-mandatory changes shall be negotiated between the parties hereto.

2.03 STATUS

The salary scale set forth in this agreement shall apply to all members of the Association. All benefits set forth in this Agreement shall apply to all full-time officers and, to the extent available, will be prorated for all part-time officers, unless otherwise specified in this agreement. All new officers will be on probationary status for a period of one (1) year from the effective date of their hiring, before becoming eligible for non-probationary status. Credit for experience from another police department may be given if approved by the Township Manager and the Board of Supervisors (for purposes of calculating salary only). In no event shall the salary paid to a new officer with experience from another department exceed the amounts listed in the salary scale hereof, or exceed the salary of any then employed non-probationary Police Officer, except by mutual agreement of the parties hereto.

ARTICLE III
DEFINITIONS

- 3.01 BARGAINING UNIT:** All police officers of New Britain Township who hold the rank of Sergeant or below.
- 3.02 CHIEF OF POLICE:** The Chief Law Enforcement Officer of New Britain Township and Administrative Manager of the Police Department. When the word “Chief” is used in this agreement, it includes “or his/her duly appointed designee.”
- 3.03 DAY OFF:** A period of time separating two shifts being at least twenty-four (24) hours in length.
- 3.04 EQUIVALENT HOURLY RATE:** The equivalent hourly rate is calculated as follows: The annual salary (as indicated in §4.01) of the officer divided by 2080.
- 3.05 ON CALL:** An off-duty officer is on call when instructed by the District Attorney’s Office to remain available for court immediately, upon notification by telephone. An officer may also be placed on call by the Chief, if necessary, or be required to report to the station for assignment while on call.
- 3.06 OVERTIME:** Hours worked in excess of eight (8) hours during a regularly scheduled shift, or in excess of (10/12) hours if worked in accordance with a regular 10/12 hour shift work schedule.
- 3.06.1 OVERTIME RATE:** The overtime rate is the applicable equivalent hourly rate (described in §4.01.5a) multiplied by one and one-half (1 ½).
- 3.06.2 EMERGENCY OVERTIME:** Sudden or unforeseen shift in which less than a forty-eight (48) hour notification is given.
- 3.06.3 SCHEDULED OVERTIME:** Projected shift in which more than forty-eight (48) hour notification is given prior to the start of the shift.
- 3.07 POLICE:** The term Police shall include all persons, male or female, employed as regular full-time and part-time Police Officers by the Township. The Chief, officers over the rank of Sergeant, school crossing guards, and any secretarial or clerical employees employed by the Township are not subject to this agreement.

3.07.1 PART-TIME POLICE: A police officer who works on a regular basis, with or without a fluctuating schedule, and who averages less than forty (40) hours per week during the course of the year. Part-time police officers will be paid periodic wage based upon the hourly equivalent rate of a full-time officer with the same rank and service. A minimum of 1500 hours worked is established to define a year of service for a part-time officer. However, in no case may a part-time officer accrue more than one (1) year seniority within a calendar year by working more than 2080 hours within that year.

3.07.2 PATROL OFFICER: A full or part time police officer having successfully completed his/her probationary period who is employed by the township as a regular patrol officer or equivalent.

3.07.3 PATROL OFFICER, 1ST CLASS (PFC): A full or part time police officer having successfully completed his/her probationary period, and having completed at least three (3) full years of active duty with the New Britain Township Police Department, not including any period of time as a trainee, and who has successfully completed the minimum requirements to achieve the status of "Patrol Officer, 1st Class". Any officer hired after 1/1/92 shall be required to satisfy the three (3) year period only with service at the New Britain Township Police Department.

3.07.4 PROBATIONARY OFFICER: Either a full or part time Police Officer who has not yet completed his/her first year of employment. A year of employment shall be defined as 2080 regularly scheduled service hours excluding ACT 120. Probationary status does not begin until after both obtaining ACT 120 Certification and passing the DCED-required test.

3.08 PAY PERIOD: Pay period shall be every two (2) weeks.

3.09 SHIFT: That period consisting of the consecutive hours during which an officer is scheduled for regular duty.

3.10 TRAINEE: This shall mean either a full or part time officer who has not yet completed his/her mandatory ACT 120 Certification and the DCED-required test, and is not yet permitted to work street duty, except as an observer, and who has been conditionally appointed by the supervisors, subject to conditions, one of which is the completion of mandatory training and certification. The period of time as a trainee shall not be considered as part of the initial one (1) year probationary period. However, the trainee shall not receive the higher rate of pay for

probationary officer until such time that ACT 120 certification is obtained and accepted by the Township.

3.11 WORK PERIOD: The work period shall be a 28-day cycle.

ARTICLE IV

WAGES AND COMPENSATION

4.01 WAGES

4.01.1 Annual Wages, effective 01/01/2014 (3.00%):

Probationary Officer	\$49,184.98
Patrolman	\$55,601.32
Patrolman First-Class	\$82,621.25
Corporal	\$85,265.13
Sergeant	\$87,613.16

4.01.2 Annual Wages, effective 01/01/2015 (3.00%):

Probationary Officer	\$50,660.53
Patrolman	\$57,269.36
Patrolman First-Class	\$85,099.89
Corporal	\$87,823.08
Sergeant	\$90,241.55

4.01.3 Annual Wages, effective 01/01/2016 (3.25%):

Probationary Officer	\$52,307.00
Patrolman	\$59,130.61
Patrolman First-Class	\$87,865.64
Corporal	\$90,677.33
Sergeant	\$93,174.44

4.01.4 Annual Wages, effective 01/01/2017 (3.50%):

Probationary Officer	\$54,137.74
Patrolman	\$61,200.18
Patrolman First-Class	\$90,940.94
Corporal	\$93,851.04
Sergeant	\$96,435.51

4.01.5 Annual Wages, effective 01/01/2018 (3.50%):

Probationary Officer	\$56,032.57
Patrolman	\$63,342.19
Patrolman First-Class	\$94,123.87
Corporal	\$97,135.83
Sergeant	\$99,810.75

4.01.6 Overtime Rates

- a. Overtime must be approved by the Chief.

- b. Overtime rates shall be established by adding the annual base wage with the appropriate longevity pay (see §4.02.1) and the appropriate education incentive pay (see §10.01.1) divided by 2080, and then multiplying this number by 1.5.

c. Example of Overtime Rate calculation:

Annual Base Pay:	\$70,411.98
Longevity Pay:	\$ 750.00 (5 years of service)
Education Incentive Pay:	<u>\$ 1,408.24</u> (2% of base wage for BS/BA)
Total Pay	\$72,570.22

$$\begin{aligned} \$72,570.22 / 2080 &= \$34.89 \\ \$34.89 \times 1.5 &= \$52.34(\text{Overtime Rate for this example}) \end{aligned}$$

4.01.7 Canceled Overtime

When overtime is scheduled for court appearances, speed check details, or for similar duties, and is subsequently canceled by the Township, (not at the request of any of the officers), with less than five (5) days' notice, then the officer scheduled shall be entitled to work on other assignments for the scheduled overtime period, as assigned by the Township. This arrangement shall be further subject to the requirement that the officer shall be obligated to advise the Chief of his or her intention to actually work the assigned period, at least 48 hours prior to the original assigned duty time (unless when canceled with less than 48 hours' notice). However, weather specific details including but not limited to speed checks, DUI checkpoints, etc. that are canceled at no fault of the Township are excluded from this rule.

4.02 COMPENSATION

4.02.1 Longevity Pay

- a.** Police officers shall be entitled to longevity pay, calculated in relation to their years of service with the New Britain Township Police Department as per the following schedule:
 - i.** \$750 after completion of five full years of service
 - ii.** plus \$75 accumulative for six, seven, eight, nine completed years of service
 - iii.** plus \$100 accumulative for completion of 10 full years of service and each subsequent year.
- b.** Longevity shall be divided by the number of pay periods in the contract year and paid out in equal installments through the contract year. Increases in longevity pay will be calculated from the first day of January after the initial hiring of the officer, and shall increase per the above schedule for each appropriate January 1st thereafter. According to the time of year hired, an officer may work more than 12 months to accrue the 1st year longevity.

4.02.2 Compensation for Court Time on Behalf of the Township

- a.** An officer attending District Court during off-duty shall be paid a minimum of two (2) hours of overtime wages, or actual time spent, whichever is greater.
- b.** An officer attending County Court during off-duty time shall be paid a minimum of four (4) hours wages, or actual time spent, whichever is greater, at overtime rate. However, in no case can an officer receive compensation for both court time and regular duty contemporaneously.
- c.** An officer attending any other out of County Court on behalf of the Township during his/her off-duty time, shall be paid as a minimum 4 hours for travel time, actual hours spent and expenses, with prior approval by the Chief.

- d. All witness fees paid to each officer for court appearances shall be retained by the officer.
- e. All court appearances for officers during off-duty hours for performance of township duties will be compensated at overtime rates.
- f. All “On-Call” time (as defined by §3.05) shall be paid at the overtime rate of pay, with three (3) hours minimum.

4.02.3 Compensation for Premium Holidays

Thanksgiving Day and Christmas Day shall be deemed “premium holidays.” Any officer that works these days shall be paid time and one-half (1 ½) for all hours worked.

4.02.4 Compensation for New Ranks

If new ranks, not specifically named herein, are created by the Board of Supervisors during the term of this agreement, it is understood that the compensation for the officers filling those new ranks shall be determined as follows:

- a. Recommendation by the collective bargaining unit representatives.
- b. Recommendation by the Chief.
- c. Discussion and review by all interested parties including the Township Manager and the Board of Supervisors.
- d. Final decision by the Board of Supervisors.

4.02.5 Acting in Rank

- a. If and when an officer is temporarily assigned to a higher rank, he/she shall serve in that higher rank at no increase in pay for thirty (30) days.
- b. Upon the expiration of thirty (30) continuous days, if the officer is continued in the higher rank, he/she shall commence receiving the pay for the higher rank, upon forty-eight (48) hours of service at the higher rank.

- c. It is understood and agreed that an assignment or promotion is considered official only when approved by public action of the Supervisors and that weekend duty or filling in for an officer of higher rank is not considered "Acting in Rank" for the purposes of this article.

4.02.6 Call in Time

A two (2) hour minimum compensation at the overtime rate shall be paid to an officer who, upon request, reports to work for an unanticipated event, or for departmentally scheduled meetings, called by the Chief, on off-duty time. In cases other than departmental meetings, the officer shall have the option, but not the obligation, to work a full shift. When an officer is required to work during a period of vacation or holiday leave, he/she shall receive future time off equivalent to twice the hours worked, or straight pay, at the officer's option, in addition to normal monetary compensation.

4.02.7 Compensatory Time

- a. In lieu of overtime pay, an officer may elect to take compensatory paid leave time, and such time may be taken as mutually agreed by the officer and the Chief, to the degree allowable by Federal Law.
- b. Accumulated compensatory accruals shall be permitted to be carried over to a maximum of seventy-five (75) hours per year. Excess compensatory accruals shall be paid down to 75 hours in the last payroll of the year or deposited into the Retirement Health Savings Account at the option of the officer.

4.02.8 Deferred Compensation

The Township shall match deferred compensation payments made by a police officer via payroll to the AIG VALIC deferred compensation plan up to a maximum of Two Hundred Fifty Dollars (\$250.00) per quarter. No match shall exceed One Thousand Dollars (\$1,000.00) per calendar year.

ARTICLE V

HOURS AND WORK SCHEDULE

5.01 AVERAGE WEEKLY HOURS

Because of the nature of shift schedules, the number of hours worked in any given calendar week may vary. Therefore, the average hours worked per week shall be calculated as follows:

5.01.1 The work week will average forty (40) hours, based upon a two thousand eighty (2080) work year divided by fifty-two (52) weeks.

5.01.2 Officers will work an average work period of one hundred sixty (160) hours. The one hundred sixty divided by the four (4) weeks in the work period equals an average of forty (40) hours per week.

5.01.3 Part-time officers shall be scheduled as needed, with no minimum or maximum hours per work period, except as noted within the individual employment agreements per insurance and budgetary limitations.

5.01.4 No regularly assigned shifts, except eight (8), ten (10) hour shifts, shall be unilaterally assigned by the Township.

5.01.5 The average weekly work hours and 2080 work year shall be monitored by the Chief.

5.02 WORK SCHEDULE

5.02.1 Posting of Schedule – In consideration of the effects upon the individual officer's private schedule, the Township shall make all reasonable efforts to post the regular duty schedule at least six (6) months in advance.

5.02.2 If after posting, any scheduled shift is changed with less than thirty (30) days prior notice, as a direct result of policy changes brought about by the Township, and specifically not due to the request or action of any officer, or group of officers, the officer who has received the schedule change shall be paid at the rate of time and one-half (1 ½) for all hours worked on the changed shift(s). This provision shall not include scheduled changes made due to sick calls, injuries, vacations, resignations or similar

actions of any officer(s), except for the first forty-eight (48) consecutive hours of any change, during which time an officer shall be eligible to receive the overtime rate.

5.02.3 In addition to posting schedule changes, the Township will furnish each officer with a copy of each revised schedule by depositing a copy of same in his/her regular departmental mail bin.

**ARTICLE VI
LEAVE TIME**

6.01 HOLIDAY LEAVE

6.01.1 The following are designated as holidays:

New Year's Day	Fourth of July
Martin Luther King's Birthday	Labor Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Easter Day	Day after Thanksgiving Day
Memorial Day	Christmas Day

6.01.2 Each full-time officer shall receive ninety-six (96) hours straight time payment or straight time compensatory time off for the designated holidays. This payment or time off is in consideration of the rotating 365 day schedules required of police officers which provide for no actual holidays outside of the normal work schedule rotation. Part-time police officers shall receive holiday pay on a prorated basis.

6.01.3 Accumulated holiday accruals shall be permitted to be carried over to a maximum of seventy-five (75) hours per year. Excess holiday accruals shall be paid down to 75 hours in the last payroll of the year or deposited into the Retirement Health Savings Account at the option of the officer.

6.01.4 Any officer may exchange scheduled holiday work for other personal, religious holidays with the permission of the Chief.

6.01.5 Holiday leave may be taken in one of the following ways:

- a.** An officer may request holiday time off. This will be done by submitting a request, in writing, to the Chief. The Chief shall approve such time off. Holiday time off shall be at the straight time rate.
- b.** In lieu of time off for holidays, an officer may be paid for up to twelve (12) days. Pay shall be limited to a maximum of six (6) days payable after May 1st and any and all remaining days payable after October 1st.

6.02 PERSONAL LEAVE

6.02.1 Each full-time officer shall receive three (3) personal holidays. In addition, each full-time officer shall receive an additional twenty-four (24) hours additional compensation per annum at straight time rate as compensation for the reporting time required before and after a shift change. Part-time police officers shall receive personal leave on a prorated basis.

6.02.2 Accumulated personal day accruals shall be permitted to be carried over to a maximum of seventy-five (75) hours per year. Excess personal accruals shall be paid down to 75 hours in the last payroll of the year or deposited into the Retirement Health Savings Account at the option of the officer.

6.03 VACATION LEAVE

6.03.1 Each full-time officer shall earn vacation as follows:

- a.** For the purposes of determining the proper rate of leave; the 1st anniversary date for all officers hired between January 1st and June 30th, of each year, shall begin on the January 1st next following their hiring.
- b.** For those officers hired between July 1st and December 31st, the 2nd January 1st shall constitute 1 year of service or their 1st anniversary.
- c.** A maximum of two (2) officers shall be granted vacation leave at a time, further limited to one (1) Sgt. at a time, unless otherwise approved by the Chief.
- d.** Vacation Leave shall be accrued as follows:

During the 1 st calendar year of employment:	6.6 hours per month accrual
Effective the 1 st January after employment:	6.6 hours per month accrual
Effective the 2 nd January after employment:	6.6 hours per month accrual
Effective the 3 rd January after employment:	8.0 hours per month accrual
Effective the 4 th January after employment:	8.0 hours per month accrual
Effective the 5 th January after employment:	9.3 hours per month accrual
Effective the 6 th January after employment:	10.0 hours per month accrual
Effective the 7 th January after employment:	10.66 hours per month accrual

Effective the 8 th January after employment:	11.3 hours per month accrual
Effective the 9 th January after employment:	12.0 hours per month accrual
Effective the 10 th January after employment:	13.0 hours per month accrual
Effective the 12 th January after employment:	14.0 hours per month accrual
Effective the 14 th January after employment:	15.0 hours per month accrual
Effective the 16 th January after employment:	16.3 hours per month accrual
Effective the 18 th January after employment:	18.0 hours per month accrual
Effective the 20 th January* after employment:	20.0 hours per month accrual

(* and thereafter)

6.03.2 Part-time police officers shall receive vacation leave on a prorated basis.

6.03.3 No vacation time may be taken until at least four months of service has been completed. Upon resignation, the officer shall be entitled to a pro-rata share of paid vacation time based upon the time served in the particular calendar year.

6.03.4 Vacation usage in excess of two calendar weeks defined as 14 consecutive days shall require advance written approval of the Chief and Township Manager and shall not be unreasonably denied.

6.03.5 Accumulated vacation accruals shall be permitted to be carried over to a maximum of seventy-five (75) hours per year. Excess vacation accruals shall be paid down to 75 hours in the last payroll of the year or deposited into the Retirement Health Savings Account at the option of the officer.

6.03.6 It is understood that although vacation time is based upon a calendar year, other forms of seniority, including pension, may be based upon the actual hiring date of each individual employee. It is the intent of the parties hereto to use the January 1st date wherever possible to determine seniority or longevity.

6.04 SICK LEAVE

6.04.1 All full time officers shall receive eighty-eight (88) hours of sick leave per year.

6.04.2 Part-time police officers shall receive sick leave on a prorated basis.

6.04.3 Sick leave shall not be equated with other leave benefits noted in this agreement and is to be used when the officer is physically unfit to adequately

perform required duties. A doctor's note may be required after three consecutive sick days.

6.04.4 For purposes of reporting sick leave on payroll, the officer may charge 8 hours for a full shift (8, 10, 12, etc). Any hours reported less than 8 hours shall be reported as the actual number of sick hours used (i.e. 4 hours reported sick shall be reported to payroll as 4 hours).

6.04.5 Sick leave may be carried over year to year to a maximum of 960 hours. Sick leave hours over 960 hours shall be paid down at 50% of the then current rate with the last payroll of December. Upon resignation, a maximum of 360 hours shall be paid to the officer at 40% of the then current rate. Upon retirement, the Township shall purchase all hours up to 960 at 40% of the then current wage rate or 60% of the then current rate if the officer designates the payment to go to the RHSA. If the officer designates this 60% payment to the RHSA, the amount shall be increased in a percentage amount equal to the current year's contractual wage increase. This deposit shall be automatically made into the RHSA with the last payroll of the year unless written notification to pay leave balances in another manner is received from the individual officer by December 1st.

6.04.6 Upon termination, no sick leave payment shall be due from the Township. Upon death while employed by the Township as a police officer, the designated beneficiary shall receive all sick hours paid at 100% up to 960 hours.

6.04.7 A full-time police officer may "donate" sick leave hours to another full-time police officer when the receiving officer no longer has sufficient sick leave hours to cover an approved leave. The donating officer shall authorize, in writing, the number of sick hours to be donated to the receiving officer's sick leave bank. The donated sick leave time must be used within the pay period it was granted and shall not be cashed in and shall not accumulate.

6.05 BEREAVEMENT LEAVE

6.05.1 A full-time officer shall be granted up to five (5) days bereavement leave, with pay, in the event of the death of a spouse, child or parent, brother or sister, grandparent, father-in-law, mother-in-law.

6.05.2 An officer may also use any other accrued leave time as bereavement leave, if needed, with the approval of the Chief. This approval shall not be unreasonably withheld.

6.05.3 Under unusual circumstances, such as when an employee is responsible for funeral arrangements, or when extensive travel is required to attend funerals, the Township Manager may approve an additional 2 days leave in the case of the death of a spouse, child, parent, or sibling.

6.05.4 Part time police officers may receive bereavement leave on a case by case basis as determined by the Chief and Township Manager.

6.06 JURY DUTY LEAVE

If an officer is selected for Jury Duty, the Chief shall be notified immediately by the officer. An officer serving on Jury Duty who thereby loses working time shall be compensated at his straight time rate of pay and not lose any leave time. Verification of jury leave shall be attached to applicable payroll time sheet.

6.07 ADMINISTRATIVE LEAVE

The Township Manager may grant special assignment with pay to an officer for activities such as, but not limited to, training, meetings, conventions, seminars or short courses.

6.08 LEAVE WITHOUT PAY

The Chief, with the approval of the Board of Supervisors, may grant leaves of absence without pay. A single leave of absence may not be for more than six (6) months. Approval of this leave shall not be unreasonably withheld, provided that only one officer is on leave at one time, and that the leave will not adversely affect staffing of minimum shifts for the department or create the need for overtime to cover shifts of the officer on leave. An officer shall be entitled to only one (1) such leave during the term of this agreement. By mutual agreement of the parties hereto, additional leave may be approved.

6.09 ACCRUED LEAVE

No accrued leave (sick, vacation, personal) shall accumulate during a non-work related leave of absence including short and long term disability leaves and unpaid personal leaves of absence (This provision excludes bereavement and jury duty leave).

ARTICLE VII
INSURANCE BENEFITS

7.01 MEDICAL INSURANCE

7.01.1 Effective January 1, 2015, The Township shall switch from Delaware Valley Health Insurance Trust Option 1 medical insurance plan (DVHIT Choice POS II) with \$10 primary/\$20 specialist co-pay; \$100 ER; 70% out-of-network with a \$10 generic/\$20 brand pharmacy co-pay benefit to all full time police officers and their eligible dependents to the attached DVHIT Option 3 plan with a \$250.00 individual and \$500 family deductible, \$25 primary care physician co-pay, \$50 specialist co-pay, \$10 generic prescription, \$35 prescription brand, \$60 non-formulary and a \$100 emergency room co-pay.

7.01.2 Subsequent to the implementation of the DVHIT Option 3 medical insurance plan, the Township reserves the right to determine the insurance carrier provided the coverage provided is maintained at all times in a fashion that is equal to or better than the existing coverage during the term of this agreement.

7.01.3 The Township agrees to meet and discuss any changes proposed.

7.01.4 It is understood that some claims for services or items may not be covered by medical insurance, or may be in excess of the coverage. When this occurs, it is the employee's sole responsibility to pay these expenses. Generally, this is for items associated with hospital confinements such as personal service items (TV, newspapers, etc.), private duty nursing (optional), drugs not associated with illness, contraceptives and cosmetic surgery. Simply obtaining a receipt does not guarantee reimbursement from either the insurance carrier or the Township.

7.01.5 Cadillac Tax Reopener: The Township shall have the ability to reopen the contract on health care alone in the event the Township, using the actual premium rates and COBRA rates for 2017, 2018 and 2019 (if the contract is in status quo) with health care inflation, projects that it will incur a Cadillac tax the following year. For example, using the premium/COBRA rates in 2017 and using health care inflation between 5% and 10%, if the Township projects it will incur a Cadillac Tax in 2018, the Township shall be able to file for an Act 111 reopener on health care alone in June of 2017, after first being required to attempt to negotiate a resolution of this Cadillac Tax issue in May

2017. Any Act 111 health care reopener shall be decided and a decision issued by October 1 of the year the reopener is filed. The jurisdiction of the reopener shall solely be to lessen or eliminate any Cadillac Tax liability. This reopener language shall apply not only to all the years covered by this contract but also to 2019. If the parties cannot agree on health care benefits in 2019, then expedited Act 111 arbitration on all issues shall occur in 2019 with the parties having to file arbitration by May 1, 2019. The Act 111 panel shall be required to issue a decision on all contractual issues by October 15, 2019.

7.02 VISION INSURANCE

7.02.1 Vision insurance is included in the DVHIT Option 3 plan with a \$50 co-pay for bi-annual vision exam and \$150.00 lens reimbursement every twenty-four (24) months.

7.02.2 The Township shall provide self-insured vision insurance to each full time police officer via a Health Fund Reimbursement Account (see §7.06).

7.02.3 Proof of payment shall be required for reimbursement to the officer.

7.02.4 This benefit may be used for the officer and the officer's dependents and shall not carry from year to year.

7.03 DENTAL INSURANCE

7.03.1 The Township shall provide dental insurance coverage to all full time police officers and their eligible dependents, including a Two Thousand Dollars (\$2000.00) lifetime orthodontia maximum for children up to age nineteen (19).

7.03.2 In addition, the Township shall provide self-insurance for orthodontics to a one-time maximum of One Thousand Dollars (\$1000.00) per family member under the age of 19. The orthodontic benefit shall be paid according to the following schedule: ½ payable to employee at beginning of service with proof of payment and ½ payable to employee six (6) months after service begins with proof of payment. The orthodontic benefit shall have the following exception: eligible family members who have received an insurance reimbursement for orthodontics from the Township's insurance carrier shall only be eligible for this benefits to the extent it does not exceed the total cost of orthodontics.

7.04 SHORT TERM DISABILITY INSURANCE

The Township shall provide short-term disability insurance coverage for all full-time police officers. A seven (7) day waiting period shall apply for a disability caused by sickness. Benefits shall begin on the first day of disability caused by a non-occupational injury. This benefit shall apply to non-occupational accidents and illnesses, and provide a weekly benefit equal to 68% of the officer's annual base salary divided by fifty-two (52) and payable for at least twenty-six (26) weeks up to One Thousand Dollars (\$1,000.00) weekly.

7.05 LONG TERM DISABILITY INSURANCE

The Township shall provide long-term disability insurance coverage for all full-time police officers. A one hundred eighty (180) day waiting period shall apply for this benefit. This benefit shall apply to non-occupational accidents and illnesses.

7.06 HEALTH FUND REIMBURSEMENT

7.06.1 The Township shall reimburse each full time officer for out-of-pocket expenses (including co-pays) for medical, vision and/or dental expenses including orthodontics up to \$2,500.00 with proof of payment. In order for the Township to provide reimbursement, medical and/or dental claims, excluding orthodontics, must first be approved by the applicable insurance carrier.

7.06.2 Claims for reimbursements must include the insurance company's Explanation of Benefits (EOB). If an EOB is not applicable, the Township shall except an itemized receipt or cancelled check as proof of payment. Co-pay reimbursements shall require a receipt from the health care/pharmacy provider which includes the following information: date of service, name of patient, name and address of the provider, service provided, and amount paid.

7.06.3 All requests for Health Fund reimbursements shall be submitted by March 31st of each year for the previous year. These funds cannot be cashed in and shall not carry from year to year.

7.07 HEALTH CLUB REIMBURSEMENT

The Township shall be responsible for payment of the difference between the DHVIT health club reimbursement and the actual cost of a membership, up to Two Hundred Fifty Dollars

(\$250.00), upon presentation of proof of receipt of the DHVIT health care reimbursement based upon the officer making the required health club visits.

7.08 FALSE ARREST INSURANCE

7.08.1 It is agreed that the Township shall provide false arrest coverage for all Police Officers for false arrest claims in the amount of One Million Dollars (\$1,000,000.00), minimum.

7.08.2 It is further agreed that to the fullest extent permitted by law, the officers will be covered by the aggregate insurance liability coverage, currently at Three Million Dollars (\$3,000,000.00).

7.09 LIFE, ACCIDENTAL DEATH and DISMEMBERMENT INSURANCE

7.09.1 The Township shall provide a group term life insurance policy for each full time officer with a face value of Two Hundred Thousand Dollars (\$200,000.00). This contract will provide for an Accidental Death and Dismemberment Rider which includes Accidental Death and Dismemberment coverage in an amount equal to the life insurance amount.

7.09.2 Additional riders: An Education Benefit Rider, Day Care Benefit Rider, Seat Belt Rider, Common Carrier Rider and Felonious Assault Benefit Rider shall also apply according to the terms of the Harleysville Life Insurance Company benefit description (7/99). The Township reserves the right to cancel these additional riders upon termination of this contract. Benefits under §7.09 are subject to IRS rules.

7.10 RETIREMENT HEALTH SAVINGS

7.10.1 At the effective date of this agreement, the Township shall establish a retirement Health Savings Account (RHSA) for every sworn police officer. Under current IRS rules, payments for all accrued leave balances over the maximum allowable carry-over shall be deposited in the RHSA without tax consequence. This deposit shall be automatically made into the RHSA with the last payroll of the year unless written notification to pay leave balances in another manner is received from the individual officer by December 1st.

7.10.2 As an incentive for officers to make RHSA deposits, accrued leave balances over the maximum allowable carry over deposited into the RHSA shall be increased in a percentage amount equal to the current year's contractual wage increase.

ARTICLE VIII

WORKER'S COMPENSATION / HEART AND LUNG

- 8.01** The Township shall maintain Worker's Compensation Insurance as required by the Commonwealth of Pennsylvania for any work-related injury. An officer shall report any work-related injury within twenty-four (24) hours of the injury to the Chief. The Township shall continue to pay any officer injured in the line of duty all pay as required by state law as defined within the Heart and Lung Act. An officer receiving such benefits shall be required to turn over to the Township any Worker's Compensation payments received from the insurance carrier.
- 8.02** The provisions of this Article shall continue to apply to both Worker's Compensation and Heart and Lung injuries. The Township and Association shall be bound by the Heart and Lung claims handling and hearing procedures set out in § 8.07. All Heart and Lung medical bills shall be priced/paid subject to the medical bill fee schedules of the Pennsylvania Worker's Compensation Act. Officers who are receiving Heart and Lung benefits shall not accrue holiday pay.
- 8.03** A Workers Compensation panel of treating physicians is listed in Appendix C. An officer injured on duty must treat with the one of the physicians or health care providers on the list for ninety days from the date of the first visit. In the event of a life-threatening emergency, an injured officer may secure medical assistance from the closest hospital, physician or other health care provider of their choice. If follow-up treatment is needed, the officer must treat with a physician or health-care provider on the physician's panel for the first ninety days from the date of the first treatment.
- 8.04** If the officer wishes to change medical providers, he/she must revisit the list of physicians or health care providers and select a new provider. After the initial 90-day period, if additional or continued treatment is needed, the officer may choose to go to another physician or health care provider of their choice. The officer must notify the Township manager within five (5) days of the visit of the new provider. The Township is responsible for payment of reasonable medical and surgical services, services rendered by physicians or health care providers, medicines and supplies that are necessary as a result of a work-related injury.
- 8.05** Failure to treat with a physician or other health care provider on the physicians' panel for the first 90 days from the first visit will relieve the Township of the responsibility for payment of services rendered. Failure to notify the Township manager of a change of provider after the 90-day period if such services are determined to have been unreasonable or unnecessary may relieve the Township of the responsibility for payment of services rendered.

8.06 The Township reserves the right at any time to require a mandatory independent medical evaluation at the sole expense of the Township of any officer receiving Worker's Compensation benefits. The results of the independent medical evaluation shall be provided to the officer.

8.07 Heart and Lung Act Procedure

8.07.1 An officer who incurs a temporary, service connected disability and who receives benefits under the Pennsylvania Heart and Lung Act ("HLA"), 53 P.S. § 637, shall remit to the Township any worker's compensation wage loss benefits received (net of attorney fees approved by a judge pursuant to the Worker's Compensation Act) which are coincident with the receipt of HLA.

8.07.2 All Heart and Lung disputes shall be first decided by the Township Board of Supervisors pursuant to a local agency hearing before the Supervisors. Any and all decisions of the Supervisors shall be appealable to AAA arbitration by either party (the Association or the Township). AAA shall provide a grievance arbitration list and the parties shall split any arbitrator's fees or costs. Each side shall be responsible for their own attorney's fees and costs.

8.07.3 Any officer who is claiming a temporary disability caused by a duty-related injury shall notify both the Manager and Chief of Police upon the officer's awareness of the occurrence of the duty-related injury or its disabling effect, by written report which shall include a description of the time, place and circumstances of the event leading to the injury, the circumstances of the injury and the identity of any witnesses or other individuals with whom the officer spoke with at the scene.

8.07.4 The officer shall notify the Manager and the Chief of Police of the injury verbally with as much detail as possible and file a written report by the end of the shift on which the injury is suffered or, if that is not possible, as soon as possible thereafter.

a. If the officer is unable to make a verbal report of the injury by the end of the shift, the officer shall notify his immediate shift supervisor to do so.

b. If the officer is unable to prepare a written report by the end of the shift, he may do so within 24 hours of the start of the shift on which the injury occurred and detail why the report could not be filed sooner. If the officer is unable to file the written report within the 24-hour time period stated above, his immediate

supervisor or the Chief of Police shall prepare a written report of the incident and/or the injury, illness or disease based upon his/her own investigation. The officer shall, as soon as possible, review the report and may revise and/or provide additional information and then sign the report.

- 8.07.5** Upon receipt of said Heart and Lung Act (“HLA”) claim notification, the Township shall have the right to require the officer to attend an independent medical examination and for the officer to authorize the Township’s receipt of medical reports and records relative to the condition or ailment giving rise to the HLA claim. Provided that the officer is receiving HLA benefits, the Township may require that the officer attend further independent medical examinations as reasonably arranged by the Township or its worker’s compensation insurer. The officer is entitled to a copy of any independent medical report at the same time as or a reasonable time after the report is provided to the Township or its worker’s compensation insurer.
- 8.07.6** If the officer’s initial claim for benefits under the HLA is denied, the officer shall have the right to file a written demand with the Township that a hearing be held pursuant to this Agreement. Within five (5) days of receipt of the order denying his Heart and Lung Act claim and/or requiring the officer return to duty, said officer may issue a written demand to the Township that a Heart and Lung Act hearing be held in order to adjudicate the officer’s claim for benefits under the HLA.
- 8.07.7** Similarly, at any time subsequent to an officer receiving HLA benefits, the Township may demand a Heart and Lung hearing be held in order to determine whether an officer continues to be entitled to HLA benefits. In such case, HLA benefits shall continue pending the decision of the Supervisors.
- 8.07.8** The Township’s Board of Supervisors shall establish a date for the hearing to be held within fifteen (15) days from the date of receipt of the Hearing demand.
- 8.07.9** The Supervisors shall require that the parties confer and submit a list of undisputed facts and any stipulation concerning the admissibility of evidence (including the deposition testimony of medical experts or simply the medical reports) prior to the date of the Hearing. The parties shall also exchange exhibits at least 4 calendar days prior to the hearing.
- 8.07.10** The parties may take depositions of any and all relevant witnesses pursuant to Agreement or by approval of the Supervisors.

- 8.07.11** Any and all requests for continuances shall be submitted in writing to the Supervisors; said request for continuances shall be granted only where good cause is shown, or where all parties agree to a continuance. The parties may only agree to extend the hearing date for a maximum of 21 days (cumulative). All other requests need the approval of the Supervisors and must be for good cause.
- 8.07.12** The Supervisors may issue subpoenas, although requests for said subpoena must be submitted no later than three (3) days prior to the date of the hearing, with a copy of the subpoena request being served upon the opposing party. All Hearings shall be on the record and transcribed by a licensed court reporter within the Commonwealth of Pennsylvania.
- 8.07.13** At the hearing before the Supervisors, each party may be represented by counsel of its choosing. At such Hearing, both parties may offer an opening statement, present the direct examination of witnesses, cross examine opposing witnesses, offer evidence, and conclude with a closing statement.
- 8.07.14** Each party shall submit to the Supervisors proposed findings of fact and conclusions of law, with a brief in support thereof, within ten (10) days after receipt of notes of testimony.
- 8.07.15** The Supervisors shall be required to render a decision, in writing, within ten (10) days after the parties submit their proposed findings. Said decision must include the findings of the Supervisors and/or the reasons for said decision.
- 8.07.16** Any party, the Township or the Association, aggrieved by the decision of the Supervisors may demand arbitration of the dispute within fifteen (15) days of the Supervisors' decision. Should the arbitrator reverse or modify the decision of the Supervisors, the necessary adjustments shall be made to reflect the arbitrator's ruling (e.g., the officer shall be charged with use of sick time or use of other contractual time off if HLA benefits are denied in whole or in part as to the period of time in which the officer has been out of work; alternatively, if HLA benefits are granted, all sick time and other contractual time off utilized by the officer during the period of disability shall be restored).
- 8.07.17** Once a dispute is submitted to arbitration, the parties shall agree upon a neutral arbitrator within ten (10) days of the Notice of Appeal. If the parties fail to reach agreement upon the identity of the neutral arbitrator by that time, the matter shall be

submitted to the American Arbitration Association for a grievance arbitrator list or as otherwise agreed to by the parties. It is the intent of the parties that the hearing before the arbitrator be completed within 60 days of the arbitrator's appointment and that the decision of the arbitrator be rendered within 30 days after briefs are filed with the arbitrator.

8.07.18 While the appeal to a neutral arbitrator is de novo, any notes of testimony prepared in the original hearing may be used as permitted by the Pennsylvania Rules of Evidence. Similarly, any depositions taken under the aegis of the hearing officer may be used as permitted by the Pennsylvania Rules of Evidence and/or the Pennsylvania Rules of Civil Procedure.

ARTICLE IX
PENSION BENEFITS

9.01 General: A pension plan designed and administered in accordance with Pennsylvania Act 600, as amended, shall be adopted by Township resolution and shall be provided to each eligible officer.

9.02 Age and Service Requirements: The age and service requirements shall be as per the Township's current ordinance(s) as adopted by the Board of Supervisors. Both age and service requirements must be met for a Police Officer to be eligible for normal retirement benefits.

9.03 Contributions: For police pension funds covered by social security in which their pension plan establishes no benefit offset, the contribution rate shall be five (5%) percent of their total compensation.

9.03.1 Members contributions may be reduced or eliminated provided all three of the following requirements are met:

- a.** Current actuarial study indicates that the condition of the fund is such that member contributions may be reduced or eliminated.
- b.** Contributions by the municipality are not required to keep the fund actuarially sound.
- c.** Any reduction or elimination of member contributions is authorized on an annual basis by Ordinance or Resolution.

9.03.2 A refund of contributions, plus interest at the rate determined by the governing authority of the fund, shall be made to any member who contributes to the pension fund and subsequently terminates service and for any reason becomes ineligible to receive an immediate or deferred pension. All of the above shall be subject to the minimum requirements of State Law governing police pension plans.

9.03.3 Municipal contributions are required through annual appropriations if the Commonwealth and members' contributions are not sufficient to meet the needed annual contribution, as determined by an actuary.

- 9.04** Monthly Pension Benefits: The monthly pension benefit shall be set at fifty (50%) percent of the average monthly gross salary, for a period to include the last thirty-six (36) months of employment. The Township established a zero (0%) percent social security offset for the members of the fund beginning in 1981.
- 9.05** Expenses: Administrative expenses including the compensation of an actuary and the custodian of the fund may be paid by the local municipality from the pension fund monies. Fund monies may be expended only to provide for pension program activities as allowed by Pennsylvania Municipal Police Pension Law.
- 9.06** Other Benefits: Should any police employee suffer a work related disability, and thereupon be eligible for a pension benefit as is provided herein, the pension amount will be equal to fifty (50%) percent of the average salary not including accrued leave payments and pay outs for the final thirty-six (36) months of service as calculated by the Township's Actuary. In addition to any payment which the police employee might otherwise receive under the Workmen's Compensation Act, or any other disability insurance plan, and/or social security benefit.
- 9.07** Line of Duty Benefits: Both parties agree that any future Federal, and/or State legislation and/or applicable judicial decision regarding Line of Duty Benefits shall take precedence over the provisions of this Agreement. *Reference*: New Britain Township Ordinance #2010-09-01.
- 9.08** The pension plan shall be the current adopted ordinance(s) and the state vesting guidelines for Township Police at all times, and the Township reserves the exclusive right to amend said plan in order to so comply.
- 9.09** Deferred Retirement Option Program (DROP)

Effective January 30, 2006, the Township will implement a Deferred Retirement Option Program (DROP) for members of the New Britain Township Police Department who have not retired prior to the implementation of the program. Both parties agree that any future Federal and/or State legislation and/or applicable judicial decision regarding DROP shall take precedence over the provisions of the Township-sponsored DROP.

Reference: New Britain Township Ordinance # 2006-06-01

ARTICLE X
EDUCATION & TRAINING

10.01 EDUCATION

10.01.1 Education Incentive Pay: Education incentive pay shall be due and payable to the officer only after approval of the degree by the Chief, Township Manager and the Board of Supervisors, and shall be paid once annually, not later than May 30th of each calendar year during the term of this agreement. Education incentive pay is payable to a police officer with respect only to the highest degree that he/she has obtained. To be eligible for Education Incentive Pay, a degree must be from an accredited two- or four-year college or university. Police officers shall be paid an Education Incentive in accordance with the following schedule:

- a.** Associates Degree 1% of base wage

- b.** Bachelor's Degree 2% of base wage

10.01.2 Tuition Reimbursement: It is the policy of the Township to encourage its police officers to further their education through work-related college and continuing education courses.

- a.** In order to qualify for tuition reimbursement, courses and course work must be from an accredited two or four-year college or university. The course of study must be approved by both the Chief and the Township Manager and must lead to an approved police-related degree. A police-related degree will be defined by the Chief, Township Manager and the Board of Supervisors from time to time.

- b.** Full-time officers interested in Tuition Reimbursement are encouraged to submit a written application through the Chief to the Township Manager detailing the courses or course work, institution, relevance to the officer's position and benefits to the Township and the officer.

- c. A degree program that is directly relevant to the officer's job assignment, may be approved as meeting the officer and the township's requirements even though all the specific courses in the program may not have precise relevance to the employee's job assignment.
- d. Upon presentation of receipt of payment and the official grade from the accredited institution, reimbursement will be paid within one month depending on the course grade received as defined below:

<u>Grade Received</u>	<u>Reimbursement</u>
A	100%
B	80%
C	70%
D or F	0%

- e. Pass/fail courses are eligible for reimbursements of costs provided that verification of attendance and performance is provided by the Institution.
- f. Pass/fail courses will be reimbursed at 60% upon pass, 0% upon fail. Audit, C.P.E or CEU courses will not be considered.
- g. This education benefit involves the payment of tuition only as listed in Appendix A under the terms described and shall not be cumulative year to year. Books, supplies, travel, equipment are excluded. The employee shall attend classes on his/her own time.

10.02 TRAINING

In addition to mandated training, in order to enhance the level of service offered to our residents, additional training time and reimbursement for certain training related expenses shall be paid by the Township for authorized schools, when recommended by the Chief, and approved by the Township Manager, subject to the following:

10.02.1 There will be an average of forty-five (45) hours of additional police training made available to each police officer each year during the term of this agreement, or one-hundred eighty (180) hours during the length of this agreement, of which ten (10) hours per year may be used for mandated training, at the option of the Township.

10.02.2 In order to facilitate this training, (which may not be available locally) the township will establish a “credit” of \$550.00 per year, per officer, which will be maintained as a training allowance for use by each individual officer, for training purposes, pursuant to this agreement. This allowance may be used by the officer to pay for direct training-related expenses. If meals are not included in the direct training expense, the officer shall be reimbursed at the reimbursement rate of \$14.00 per meal to a maximum of \$42.00 per day, if the following apply:

- a. The training is required by the Township; and
- b. The training program requires overnight travel; or
- c. The training is out of the area meaning travel time is more than one hour or 25 miles or greater travel distance, one way.

10.02.3 It is agreed that requests for meal reimbursements shall be made in advance in order to avoid any misunderstandings. Split trips or partial days will be reimbursed on a pro-rata basis of 3 meals per day (a maximum of \$14.00 per meal).

10.02.4 In addition, the officer shall be reimbursed mileage at the current IRS reimbursement rate if the officer uses his/her personal vehicle for travel.

10.02.5 In no case shall any training allowance, meal allowance and/or mileage reimbursement funds be used for expenses for any spouse, for alcoholic beverages, entertainment or similar activities. This \$550.00 per annum allowance shall be permitted to accrue up to a maximum of \$1,100.00 per officer. Unused funds may not be cashed in and shall revert back to the Township General Fund at the end of this agreement.

10.02.6 In the event that an officer exhausts his/her training allowance prior to the use of all available training hours, the Township shall have no responsibility for additional reimbursement, and the officer shall be required to find “free” schools, or to pay his/her own expenses for any remaining training hours pursuant to this provision. In no case shall an officer be required to use any additional training hours or funds for State or Township mandated training, certifications, or expenses associated with same. This does not include expenses associated with an officer’s responsibility to maintain certifications necessary to maintain PFC status.

10.02.7 For purposes of payroll, training days shall be considered a normal regular shift worked, being it 8, 10 or 12 hours, even if the training is overnight or out of town. It is agreed that the officer will not be paid overtime hours for out of town training programs.

ARTICLE XI

GRIEVANCE PROCEDURE

11.01 The purpose of this procedure is to assure the prompt resolution of grievances at the lowest possible administrative level. A grievance shall be defined as any dispute concerning the proper interpretation or application of any of the terms of this Agreement. It is further agreed that grievances shall not include all disciplinary actions, as defined within the Pennsylvania Police Tenure Act, which shall be appealed pursuant to the provisions of the Act except as modified in §11.03 of this article.

11.02 A grievance arising between the Township and the representative of the employees, or the Township and an officer, shall be taken up in accordance with the following procedure:

STEP 1: Any grievance must be filed with the Association within Seven (7) days of the incident. The Association must review any grievance filed. Within thirty (30) days of receipt of the initial filing, the Association will then file with the Chief, a copy of the written and signed grievance, which states, at a minimum, the facts which gave rise to the grievance, and the specific relief requested, along with a written statement as to whether or not the grievance has been “endorsed” by the Association. (If the issue which gives rise to the filing involves the Chief, the grievance may be filed directly with the Township Manager within the same timetable as to the Chief, and it may proceed directly to Step #2.) All properly filed grievances shall be discussed at a meeting between the Chief, a representative of the Association and the aggrieved officer(s), within seven (7) calendar days after receipt of the grievance by the Chief, from the NBTPBA. Should an agreement be reached at this meeting, the terms shall be reduced to writing, signed by the parties involved, and binding upon all parties, provided that they are not in conflict with this agreement. Should no agreement be reached, the Association may, by written notice to the Township Manager, appeal to Step 2 within seven (7) calendar days of the Step 1 meeting with the Chief.

STEP 2: A grievance timely appealed to Step 2 shall be jointly discussed at a meeting between the Township Manager, Chief, the grievant(s), and a representative of the Association within seven (7) calendar days after receipt of the notice of appeal. Should an agreement be reached at this meeting, the terms shall be reduced to writing, signed by all parties, and binding upon all parties. Should no agreement be reached, the Association may within seven (7) days of the Step 2 meeting, appeal in writing to Step 3.

STEP 3: A grievance timely appealed to Step 3 shall be jointly discussed at a meeting between a representative of the Association, the grievant and a majority of the Board of Supervisors. Should the parties reach an agreement at this meeting, the terms shall be reduced to writing, signed by the parties involved and be binding upon all parties. The Board of Supervisors shall have a total of twenty-one (21) calendar days to schedule the meeting. The decision shall be rendered within ten (10) days of said Hearing, in writing.

STEP 4: A grievance which has not been resolved at Step 3 may be referred to arbitration by the Association (or by the aggrieved officer in the event of non-endorsement by the Association), pursuant to Act 111. An arbitrator shall be selected in accordance with the labor arbitration rules of the American Arbitration Association.

11.02.1 The agreement of an arbitrator hereunder shall be final, conclusive and binding upon the Township, the Association and the aggrieved officer(s).

11.02.2 The arbitrator shall have jurisdiction only over disputes arising from a grievance hereto, and shall have no power to add to, subtract from, or modify in any way, any terms of this Agreement.

11.02.3 It is agreed that any and all timetables mandated by this grievance procedure may be modified or waived by mutual agreement of the parties involved with the grievance in order to facilitate work scheduling, vacation leave or similar reasons.

11.03 An officer who has the right to challenge the action taken by the Township under the Police Tenure Act for any incident that occurs after the effective date of this agreement may elect to grieve an action with a consequence of 10 days suspension or greater or at his/her option utilize the procedures under the Police Tenure Act. Should the officer challenge that action under the Police Tenure Act then he or she may not utilize the grievance procedure. Should the officer file a grievance challenging the Township action, then he or she will have been deemed to have waived his or her rights under the Police Tenure Act.

ARTICLE XII
BILL OF RIGHTS

- 12.01** When an anonymous complaint is made against a police officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.
- 12.02** When any citizen complaint is filed greater than ninety (90) calendar days after the date of the alleged event complained of, which if true, could not lead to a criminal charge, such complaint shall be classified as unfounded and the accused officer shall not be required to submit a written report, but the officer shall be notified orally or in writing of such claim.
- 12.03** A police officer, whether a subject or witness, must be informed of the nature of the interrogation at the outset of the interrogation.
- 12.04** If the interrogated police officer writes a written statement, a transcript is taken, or mechanical record made, a copy of same must be given to the interrogated police officer, without cost, upon request.
- 12.05** If any police officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, the officer shall be completely informed of all his/her rights prior to the commencement of the interrogation.
- 12.06** At the request of any police officer under interrogation, the officer shall have the right to be represented by counsel of his/her choice and a New Britain Township Police Benevolent Association representative shall be present at all times during the interrogation. An FOP representative may be present if requested by the officer being interrogated. The interrogation shall be suspended for a reasonable time until representation can be obtained.
- 12.07** Unless agreed to by the officer, the municipality shall not make any public comment on the reason for any disciplinary action brought against the officer unless required by law or open records filing.

ARTICLE XIII

RIGHTS OF BARGAINING REPRESENTATIVE – UNION SECURITY

- 13.01** Whenever any member of the Association is scheduled and required by the Township to participate during work hours in conferences or meetings pertaining to this Agreement, he/she shall suffer no loss in pay or reduction of leave.
- 13.02** Upon reasonable written request, the Township agrees to furnish the Association information within a reasonable amount of time as required by the Pennsylvania Law.
- 13.03** All members of the bargaining unit shall be required to pay a contribution which is to be established by the Association from time to time, toward the administration of this Agreement. The bargaining unit is solely responsible for the proper determination of this contribution, and for any claims or liabilities of any kind arising from this contribution. The bargaining unit agrees to hold harmless the Township and its agents or employees from any and all claims associated with this contribution, its assessment or collection.

ARTICLE XIV
PERSONNEL FILE

- 14.01** An officer shall be permitted to attach an explanation or statement of clarification expressing his viewpoint to any item included in his official personnel file in the Township Administrative Office.
- 14.02** Officers may review their official files from time to time, in accordance with law, by making an appointment with the Township Manager during normal business hours. Said inspection shall not be unreasonably delayed, and shall be scheduled within a maximum of one additional working day.

ARTICLE XV

PERSONAL PROPERTY DAMAGE

- 15.01** If an officer's personal property, such as sunglasses, are damaged in the line of duty, and the damage is verified and substantiated by the Chief, then and in that event the Township will reimburse the officer for the amount of the repair bill or the fair value of the damaged personal property if it cannot be repaired, and said officer does not have personal insurance for same, or claim is rejected by personal insurance carrier.
- 15.02** The Township shall agree to pay for such loss within thirty (30) days, in anticipation of insurance reimbursement for all appropriate claims.

ARTICLE XVI

UNIFORMS AND EQUIPMENT

- 16.01** Uniforms: Issued uniforms and equipment shall be new or like new in condition. A list of uniforms and equipment initially issued by the Township is listed in Appendix B. Damaged equipment shall be replaced when approved by the Chief. NOTE: Bullet resistant vest shall be replaced every five (5) years to maximize safety of the officers and to keep abreast of advances being made in technology. Probationary Officers may receive their initial issues over a 12-month period.
- 16.02** Uniform Allowance: After the initial issue of uniforms, full-time officers shall receive a credit of \$800.00 per year for the purchase of uniforms. Detectives shall receive a credit of \$1,000.00. All tracking and purchase orders for uniforms shall be initiated and approved by the Chief. The Department shall use Township approved vendors for uniforms and equipment. This credit shall not accrue year to year. Any cash allowances granted to any plainclothes officers shall be deducted from this sum and shall be subject to IRS rules.
- 16.03** Cleaning Allowance: Each full-time Police Officer shall be entitled to an allowance for the cleaning of uniforms. Payment shall be made by way of check no later than January 31st of each calendar year. The check shall not be reduced by payroll deductions. The amount of the allowance shall be \$800.00 per annum. The allowance shall be intended to be for the entire year and is subject to IRS rules.
- 16.04** Special Uniforms: In the event that an officer is authorized for special duty and therefore required to wear a special uniform, the officer shall receive these special uniforms in addition to his/her normal uniform allocations. All upkeep and maintenance thereafter shall be considered as normal uniform maintenance and part of the regular allowances.
- 16.05** Changes in Uniform or Equipment: Any mandated changes in uniforms, such as new patches, etc, shall be furnished by the Township, and not "charged" against the officer's individual uniform allowances. This does not include changes which are "phased in" wherein the Chief may elect to order officers to purchase certain types or styles of uniforms or equipment during normal replacement cycles.

ARTICLE XVII

USE OF TOWNSHIP AND PRIVATE MOTOR VEHICLES

- 17.01** When an officer is required to attend any police-related function such as District, County or any other court appearance, scheduled schools, investigations, or details approved by the Chief, and a Township vehicle is available (the Chief shall determine in each case whether or not a Township vehicle is not available), that vehicle will be used by the officer. In the event that a Township vehicle is not available, and the officer is authorized to use his or her personal vehicle, then that officer shall be reimbursed for the use of his/her personal vehicle at the current approved IRS rate.
- 17.02** Prior approval of the Chief must be obtained for any use of a private vehicle. Any damage or accident involving the use of a private vehicle shall be the sole responsibility of the officer. The individual officer shall have adequate insurance coverage for the same.
- 17.03** No officer shall be required to use his/her private vehicle for official Township business at any time.

ARTICLE XIII
SEVERABILITY

18.01 Should any clause or section hereof be adjudged by any court or agency of competent jurisdiction to be illegal or ineffectual due to such a conflict, such judgment shall not affect, impair or invalidate the remainder of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this ____ day of _____, 2015.

NEW BRITAIN TOWNSHIP POLICE BENEVOLENT ASSOCIATION

Joseph R. Karpovich

Michael R. Sandt

Paul J. Zielinski

Attest: _____
Angela P. Benner– Assistant to the Manager

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

Helen B. Haun - Chair

William B. Jones – Vice Chair

John A. Bodden, Sr. – Member

Robert V. Cotton – Member

James Scanzillo – Member

Attest: _____
Eileen M. Bradley – Manager

APPENDIX A

TUITION REIMBURSEMENT BUDGETED FUNDS

- A.1** Budgeted funds for tuition reimbursement are limited to \$1000.00 per full time officer per year with authorization expiring every year and no year to year carry forward. Books, supplies, travel, equipment are excluded.

- A.2** A Police Officer may donate his/her tuition reimbursement up to \$1000.00 per year to another eligible police officer for the other officer's township-approved degree program.

APPENDIX B

UNIFORMS AND EQUIPMENT

B.1 UNIFORMS

The initial issue of uniforms shall be:

Four (4) winter shirts

Four (4) summer shirts

Four (4) pair of pants

One (1) LEATHER winter service coat after completing probation

One (1) NYLON winter service coat and hat with removable liner

One (1) service cap and ball cap

One (1) raincoat

One (1) pair of dress shoes or boots

One (1) Utility Uniform

One (1) Pair Leather Boots

One (1) Sweater

B.2 EQUIPMENT

The initial issue of equipment shall be:

One (1) bullet resistant vest & insert

One (1) service weapon

One (1) holster

Two (2) pair of handcuffs, keys and pouches

Necessary pouches for carrying extra ammunition

Two (2) badges and nameplates

One (1) emblem for hat

One (1) pair rubber boots

One (1) riot helmet

One (1) baton and baton ring

One (1) gun belt and inner-duty belt

One (1) holster for township-issued weapon, for non-uniformed use

APPENDIX C

WORKERS COMPENSATION PHYSICIAN PANEL

- | | |
|---|--|
| 1. GENERAL PRACTICE
LMG Family Practice
1019 South Broad
Lansdale, PA 19446
215-361-5090 | 6. CHIROPRACTIC
Dr. Gail Highland
29 Park Avenue
Chalfont, PA 18914
215-822-5500 |
| 2. GENERAL PRACTICE
LMG Family Practice
1500 Horizon Drive, Suite 102
Chalfont, PA 18914
215-712-2500 | 7. OPHTHALMOLOGY
Ophthalmic Associates
Lansdale, PA 19446
1000 North Broad Street
215-368-1646 |
| 3. GENERAL PRACTICE
Tri-Valley Primary Care
1301 North Fifth Street
Perkasie, PA 18944
215-257-5128 | 8. ORTHOPEDIC
Upper Bucks Orthopedic
Lawn Avenue Professional Center
Sellersville, PA 18960
215-257-3700 |
| 4. ORTHOPEDIC
Central Montgomery Orthopedic
1011 South Broad
Lansdale, PA 19446
215-361-5060 | 9. ORTHOPEDIC
Orthopedic & Sports Rehabilitation
800 West State Street
Doylestown, PA 18901
215-348-3068 |
| 5. ORTHOPEDIC
Doylestown Orthopedic Specialists
103 Progress Drive
Doylestown, PA 18901
215-345-5840 | 10. ORTHOPEDIC
Dr. Stephen L. Fedder, MD
100 East Lancaster Avenue
Suite 655
Wynnewood, PA 19096
610-649-4416 |

(For life threatening injury or after hours)

- | | |
|--|--|
| 1. Doylestown Hospital Emergency Dept
595 West State Street
Doylestown, PA 18901
215-345-2281 | 3. Abington Memorial Hospital
1200 Old York Road
Abington, PA
215-481-2000 |
| 2. University of Pennsylvania
800 Spruce Street
Philadelphia, PA
215-829-3000 | 4. Hahnemann University Hospital
Broad and Vine Streets
Philadelphia, PA
215-762-7000 |

After 90 days, you are permitted to continue treatment with the designated provider, or to begin treatment with a non-designated provider of your choice. However, if you elect to seek treatment from a non-designated provider, be advised that your medical bills will be paid only if: (a) you notify the Township Manager, or designee, of this action or choice within five (5) days of your visit to the non-designated providers, and (b) your provider files reports as required. These reports must be filed within ten (10) days after your first visit to the new provider and at least once a month thereafter for as long as the treatment continues.

PLEASE NOTE THAT FAILURE TO SEEK TREATMENT FROM A DESIGNATED PROVIDER FOR THE FIRST NINETY (90) DAYS SHALL RELIEVE THE EMPLOYER OF RESPONSIBILITY FOR PAYMENT OF MEDICAL BILLS INCURRED DURING THAT PERIOD. ALSO, FAILURE OF ANY NON-DESIGNATED PROVIDER TO PROVIDE REPORTS SHALL RELIEVE THE EMPLOYER OF RESPONSIBILITY FOR PAYMENT OF MEDICAL BILLS UNTIL THE APPROPRIATE REPORTS ARE FILED.

APPENDIX D
PFC POINT SYSTEM

D.1 In order to provide financial incentive and reward, officers who acquire and maintain certain advanced job skills, a special system of salary bonus has been developed for these efforts.

D.2 It is agreed that in order for a patrol officer to qualify for the position of "Patrol Officer 1st Class," the officer shall be responsible for meeting an initial minimum requirement to accrue certain "points" for skills obtained and demonstrated, and then to maintain these credentials during the period of time which the officer is receiving the additional salary, as permitted for a Patrol Officer 1st Class. These minimum standards are as follows:

D.3 Minimum Mandatory Requirements:

D.3.1 The officer shall serve not less than 3 full years as a full-time police officer with the New Britain Township Police Department. (Except as waived for existing officers elsewhere within this document).

D.3.2 The officer has demonstrated, to the satisfaction of the Chief, the ability and willingness to act as a training officer for any newly-hired police officers, and that the officer has demonstrated proficiency in all departmental procedures and directives, arrest and court procedures, and all normal paperwork and reporting required of a patrol officer.

D.3.3 It is agreed that the Chief may withhold PFC status for any officer under current suspension or reconciliation period of disciplinary action.

D.4 Additional Elective Items:

The officer must also accrue and maintain at least 50 points, based upon the following elective programs:

- D.4.1** College degrees
 - a. Associate's Degree.....4 Points
 - b. Bachelor's Degree.....8 Points
 - c. Master's Degree.....12 Points

d. PhD.....15 Points

In using these degrees for points, only the highest degree attained will be credited.

D.4.2 Police Related Training:

a. Act 120 Training Paid by the Township.....0 Points

b. Act 120 Training Paid by the Officer.....5 Points

c. Other Police Training:

* 1.8 hour class..... 1 Point

* 2.16 hour class..... 2 Points

* 3.40 hour class..... 5 Points

*These points do not include first aid and/or firearms training as required by the Department or training provided under the 10 hour per annum training time provided for by this Agreement.

D.4.3 Other Police/Related Training:

a. Advanced First-Aid..... 4 Points

b. First Responder (Medical)..... 6 Points

c. D.A.R.E. Instructor..... 8 Points

d. Pa. Emergency Medical Technician..... 12 Points

e. Certified Firearm Instructor..... 3 Points

f. First-Aid Instructor.....3 Points

g. CPR Instructor..... 4 Points

h. Instructor for Other Subjects**..... 3 Points

i. Car Seat Tech..... 3 Points

j. Basic Fire Fighter..... .2 Points

** These points require Township approval and will be only for courses recognized by the Pennsylvania Municipal Police Officers' Education & Training Commission (MPOETC).

D.5 Bonus Points

D.5.1 In addition to the above, the Township Supervisors, the Township Manager and/or Chief (with the approval of the Supervisors) shall have the ability, at their option, to assign points for meritorious police service, i.e., a life saving, an exceptional arrest, or similar event.

D.5.2 It is agreed that any Patrol Officer 1st Class shall be required to maintain at least 50 Points at all times in order to receive the additional pay, and that failure to do so will result in loss of Patrol Officer First Class status. This provision may be waived in the case of injury or disability that prevents re-certification, in which case a six (6) month period shall be permitted in order for the officer to obtain a sufficient number of alternative points.

D.5.3 If any officer fails to maintain the required points thereby reducing class status from Patrol Officer First Class to patrol officer, it is agreed that grievance and/or Police Tenure Act proceedings are hereby waived.