
CONSOLIDATED COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWNSHIP OF NEWTOWN

and

**DELAWARE COUNTY LODGE # 27
FRATERNAL ORDER OF POLICE**

**ON BEHALF OF
THE MEMBERS OF THE POLICE OFFICERS
OF THE TOWNSHIP OF NEWTOWN**

EFFECTIVE JANUARY 1, 2018 THROUGH DECEMBER 31, 2019

This agreement contains all current provisions of the collective bargaining agreements and arbitration awards through 2019.

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PREAMBLE

THIS AGREEMENT, entered between the TOWNSHIP OF NEWTOWN, (hereinafter referred to as "Township") and DELAWARE COUNTY LODGE NO. 27, FRATERNAL ORDER OF POLICE (hereinafter referred to as "F.O.P"), on behalf of the MEMBERS OF THE POLICE FORCE OF THE TOWNSHIP OF NEWTOWN (hereinafter referred to as "Police");

WHEREAS, Act No. 111, dated June 24, 1968, 43 P.S., 217.1, et. seq., provides for collective bargaining for police officers employed by a political subdivision of the Commonwealth of Pennsylvania; and

WHEREAS, pursuant to the provisions of said Act, the Township, by its duly constituted representatives and the Police, by its constituted representatives, have bargained over terms and conditions of employment since 1969, and

WHEREAS, Item 7 of the arbitration award for the years 1988 through 1990 directed that a consolidated agreement be prepared, and an agreement has been reached through negotiation for the years 2018 and 2019, and

WHEREAS, this consolidated agreement contains all of the currently valid provisions of the bargaining agreements and arbitration awards from 1969 through 2019.

NOW, THEREFORE, the parties agree as follows:

1. TERM OF CONTRACT AND RECOGNITION

This contract shall be effective January 1, 2018 and shall continue in full force and effect until December 31, 2019, or until such later date as the parties may agree to.

The Township hereby recognizes Delaware County Lodge No. 27, Fraternal Order of Police (FOP), as the sole and exclusive representative for purposes of collective bargaining under Act 111 for all employees in the bargaining unit. The bargaining unit shall consist of all full-time police officers except the Chief of Police.

2. DEFINITIONS

2.1 Act 600 means the Act of May 29, 1956, P.L. 1804, as amended commonly called, the Police Pension Law.

2.2 Award/Agreement means the provisions of this document.

2.3 Bargaining Unit means the positions certified by the Pennsylvania Labor Relations Board in Case No. PF-R-80-33-80 dated July 22, 1980.

2.4 Base Salary means the amount paid to the police officer at the appropriate rank and, if applicable, step at the rank, exclusive of all fringe benefits, such as night differential, longevity, and overtime.

2.5 Extra Duty means voluntary work performed on behalf of an organization or, individual other than the Township where that organization or individual pays the officer through the Township.

2.6 Grievance means any dispute raised by an officer or several officers involving the interpretation or application of this Agreement or concerning disciplinary action of any sort imposed on any police officer or officers by the Township. Where the officer has a right of appeal under the Police Tenure Act, he is limited to the one procedure, i.e., grievance or statutory appeal that he formally commences.

2.7 Hourly Rate means the result of dividing the annual base salary by 2,088, the average number of hours in a calendar year. The salary for a pay period consisting of eighty (80) hours shall be determined by multiplying the hourly rate times eighty (80).

2.8 Killed in Service, as used in Section 21.8, means died as the direct and proximate result of a personal injury sustained in the line of duty. (See Act of 51, 2009).

2.9 Normal Retirement Date means the earliest time when an officer is or would be eligible for a superannuation retirement.

2.10 Permanent Disability means the inability to perform police work for the Township by reason of any medically determinable physical or mental impairment which can be expected to last for an indefinite period of time.

2.11 Patrolman means the entry level position of a sworn officer beyond the trainee level.

2.12 Police Officer or Officer means any full-time, sworn member of the Police Department under the rank of Chief.

2.13 Police Trainee means an employee hired with the intention to reclassify as a Patrolman when the trainee has been certified as meeting the provisions of the Municipal Police Training Act, P.L. 121 of 1978.

2.14 Years of Service means the period of time between the effective date of employment as a full-time police officer until the date of termination excluding all unauthorized leaves of absence without pay and all authorized unpaid leaves for reasons not specifically granted by this award.

3. HOURS OF WORK

3.1 For officers working the twelve (12) hour shift schedule, the normal work day shall consist of twelve (12) hours per day.

3.2 For officers working the twelve (12) hour shift schedule, there shall be two (2) shifts per day. The first shift shall start at 7:00 A.M. and continue until 7:00 P.M. The second shift shall start at 7:00 P.M. and continue until 7:00 A.M.

3.3 For officers working the twelve (12) hour shift schedule, over a four (4) week period, the normal work schedule shall be fourteen (14), twelve hour days. The fourteen (14) days shall consist of seven (7) first shifts and seven (7) second shifts. By example, in a normal twenty-eight (28) day cycle an officer would work two (2) days of the first shift, two (2) days off, three (3) days of first shift, two (2) days off, two (2) days of first shift, three (3) days off, two (2) days of second shift, two (2) days off, three (3) days of second shift, two (2) days off, two (2) days of second shift, three (3) days off. The cycle then repeats every twenty-eight (28) days.

3.4 Kelly Time: For officers working the twelve (12) hour work schedule, there shall be eight hours (8) earned time off in each 28-day cycle (4 hours for each pay period) for each officer working 12-hour shifts, scheduled by each officer and the Chief or his delegate.

3.5 For officers working the eight (8) hour shift, the normal work day shall be 8 hours per day, and the normal work week shall be forty (40) hours per week.

4. BASE SALARIES

4.1 Effective January 1, 2018, the annual base salary for a Patrolman Step D shall be increased by three percent (3%). Effective January 1, 2019, the annual base salary for a Patrolman Step D shall be increased by three and one-quarter percent (3.25%).

4.2 The annual base salaries shown below shall be effective as of:

	January 1, 2018	January 1, 2019
Lieutenant	\$ 103,510.62	\$ 106,874.72
Sergeant	\$ 94,100.56	\$ 97,158.83
Detective 1st Class	\$ 94,100.56	\$ 97,158.83
Detective 2nd Class	\$ 85,545.97	\$ 88,326.21
Patrolman -- Step D	\$ 85,545.97	\$ 88,326.21
Patrolman -- Step C	\$ 83,045.97	\$ 85,826.21
Patrolman -- Step B	\$ 80,545.97	\$ 83,326.21
Patrolman -- Step A	\$ 78,045.97	\$ 80,826.21
Trainee	\$ 75,545.97	\$ 78,326.21

4.3 The annual base salary for Sergeant shall be ten percent (10%) above the annual base salary for Patrolman Step D. The annual base salary for Lieutenant shall be ten percent (10%) above the annual base salary for Sergeant.

4.4 Detective 1st Class shall be recognized as a "Sergeant" in regard to pay differential under the consolidated police collective bargaining agreement between the Township of Newtown and the Lodge 27 of the Fraternal Order of Police and shall be entitled to all other benefits conferred by that agreement, including the right to grieve any disputes concerning tenure in the position of Detective 1st Class.

4.5 The Chief of Police shall have the discretion to appoint a Detective 2nd Class, but will not be required to fill that position. A Detective 2nd Class shall be paid a base salary at the same rate as a Patrolman Step D.

4.6 Officer in Charge: When there is no Sergeant of Patrol working, the senior officer then working in Patrol shall be the "Officer in Charge" (OIC). The hourly rate of the OIC shall be increased by five percent (5%) for each hour worked as OIC.

5. BASE PAY RANGE FOR PATROLMEN

5.1 The following base pay range shall apply:

Classification	Pay Rate
Patrolman -- Step D	Full Base Salary
Patrolman -- Step C	\$2,500 Below Step D
Patrolman -- Step B	\$5,000 Below Step D
Patrolman -- Step A	\$7,500 Below Step D
Trainee	\$10,000 Below Step D

5.2 The classification of Police Trainee shall be assigned to any officer who is not certified on the date of employment. A trainee shall advance to Step A upon being certified. The anniversary date for salary increases of a new officer shall be the date of employment at the Step A amount. Officers will then advance to Steps B, C, and D on an annual basis on the anniversary date.

5.3 The Township may start a certified officer at a step higher than Step A if the training and experience of the officer merits such action.

6. LONGEVITY

6.1 All officers shall annually receive, in addition to base salary, longevity pay in accordance with the following schedule:

Years of Service	Percentage of Base Pay
After four (4) years of service	2.0%
After seven (7) years of service	3.5%
After ten (10) years of service	5.0%
After thirteen (13) years of service	6.5%
After sixteen (16) years of service	8.0%
After twenty (20) years of service	10.0%

6.2 Longevity shall be based on base salary. Upon termination of employment, the longevity payment shall be prorated based upon the officer's date of separation.

6.3 Longevity payments shall be made twice a year and normally in equal amounts. The payments shall be made in the first paycheck in June covering the period January 1 to June 30 and in the first paycheck in December covering the period July 1 to December 31. The anniversary date for longevity pay shall be the first pay period following the anniversary date of the officer's employment when the required number of years has been completed. Payments in the first year of eligibility (the 5th year) shall be made according to the following anniversary date examples:

January 1 Anniversary Date:	6/12 Payment on June 15 6/12 Payment on December 15
March 1 Anniversary Date:	4/12 Payment on June 15 6/12 Payment on December 15
May 1 Anniversary Date:	2/12 Payment on June 15 6/12 Payment on December 15
October 1 Anniversary Date:	3/12 Payment on December 15

This same payment formula shall be used to calculate the increase in longevity when an officer becomes eligible for increases in the 8th, 11th, 14th, 17th and 21st years of service.

7. NIGHT DIFFERENTIAL

7.1 An officer who works between the hours of 7:00 P.M. and 7:00 A.M. shall receive, in addition to base salary, a night differential payment of ten percent (10%) per hour for all hours worked between 7:00 P.M. and 7:00 A.M. Payment for night differential shall be included in the paycheck following the pay period when the night hours are worked.

8. OVERTIME

8.1 An officer shall receive overtime at the rate of one and one-half (1.5) times the officer's hourly rate (plus longevity) for all hours worked in excess of their normal hours of work.

8.2 If an officer is called in to work at a time when he/she is scheduled off-duty, the minimum payment shall be four (4) hours provided the officer actually works at least four (4) hours. An officer may receive permission to work less than four (4) hours in which case the officer shall be paid for the time actually worked.

9. COURT TIME

9.1 An off-duty officer required by the Township to attend any court in a criminal proceeding shall be paid at one and one-half (1.5) times the officer's regular hourly rate. The minimum payment for such attendance shall be three (3) hours pay at time and one-half for Magisterial District Court and a minimum of four (4) hours pay at time and one-half for all other courts.

9.2 Officers shall retain all witness and mileage fees to which they are entitled.

9.3 On-duty officers who are required to attend a court proceeding extending beyond the end of the officer's scheduled work shift shall be compensated in accordance with Section 8.1 above. Section 9.1 shall not apply in these instances.

10. EXTRA DUTY

10.1 Officers who work on Extra Duty shall be paid a minimum of three (3) hours and all such time shall be paid at the overtime rate. Extra Duty shall not be considered work beyond the normal schedule for purposes of determining regular overtime.

11. COMPENSATORY TIME

11.1 An officer shall be entitled to elect to receive an equal amount of compensatory time in lieu of receiving overtime pay (e.g., one (1) hour of overtime paid at one and one-half (1.5) times the officer's hourly rate (plus longevity), or one and one-half (1.5) hours of compensatory time). Officers will be permitted to carry over a maximum of eighty-four (84) hours of compensatory time from year to year. At the end of each calendar year, an officer shall be paid for any compensatory time accumulated in excess of eighty-four (84) hours, which will be paid at the officer's hourly rate (plus longevity).

11.2 At any time, an Officer shall be permitted to "sell back" accumulated compensatory time.

12. EDUCATION PAY

12.1 An officer who obtains or has obtained the following college credits or degrees shall receive education pay in the following amounts:

For obtaining thirty (30) credits - \$125 per year

For obtaining an Associate Degree - \$250 per year

For obtaining a Bachelor's Degree - \$500 per year

An officer shall only be entitled to receive education pay for credits or degrees for which the Township has not reimbursed the officer for the full cost of obtaining the credits / degree.

12.2 The course work shall be taken at a college which offers an Associate or Bachelor's degree and which is accredited by Pennsylvania, New Jersey, Delaware or the Middle States Association. An officer may also take online courses through an accredited college or university.

12.3 No credit will be accepted for non-academic experience except where an Associate or Bachelor's degree is granted.

12.4 The Township shall reimburse an officer for one hundred percent (100%) of the cost for credits taken by the officer at the local community college or for community college courses taken online. The Township shall reimburse an officer for eighty percent (80%) of the cost for credits taken by the officer at a secondary college or university or for secondary college/university courses taken online. This payment shall be subject to the following:

(a) There shall be no cap on the number of total credits taken, but the Township shall not reimburse an officer for more than six (6) credits per semester (except in the event that the officer is taking a four (4) credit and a three (3) credit course in a semester, in which event the Township shall reimburse the officer for seven (7) credits).

(b) The course of study should be reasonably related to law enforcement or its related duties, and shall be approved by the Chief of Police. The Chief shall provide pre-approval for payment if requested.

(c) The Township shall not reimburse an officer for a course unless the officer achieves a grade of 2.75 or B- for that course.

(d) Effective January 1, 2018, the Township shall only reimburse an officer for the cost for credits taken by an officer to obtain a single Bachelor's Degree and the cost for credits taken by an officer to obtain a single Master's Degree.

13. SCHOOL PAY

13.1 If an officer is required by the Township to attend a school or training program when scheduled off-duty, the officer shall be paid at his hourly rate. A per diem payment of \$15 shall be paid by the Township to cover miscellaneous expenses for one day schools away from the Township.

13.2 If an officer is required by the Township to attend a school or training program which involves the officer traveling overnight, the officer shall receive his/her normal salary plus reimbursement for actual expenses reasonably incurred. The officer shall be reimbursed up to \$45 per day for meal expenses, provided the officer submits receipts. Section 13.1 shall not apply in those instances.

13.3 **Mandatory Schooling**

The Township shall pay for those schools required by either state or local laws or regulations to maintain employment and any other schools mandated that are ordered by the Chief of Police. The officers may use a Township police car, if available, to attend these schools.

If an officer is scheduled for a "full day" school, he shall be excused from his Township work schedule for that day unless the Township wishes to pay time and one-half for that time worked.

14. HOLIDAY TIME

14.1 Officers shall be entitled to receive one hundred twelve (112) hours of holiday time per year. Each officer will be credited with the full one hundred twelve (112) hours of holiday time as of January 1 of each year. Holiday time cannot be carried over from year to year, unless the Officer was prevented from utilizing his holiday time during the year. Upon separation, an officer may sell back up to a maximum of twenty-eight (28) hours of unused holiday time.

14.2 The following days shall be considered Festive Holidays: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Officers shall receive additional Festive Holiday pay (double time) for actual hours worked on Festive Holidays. By example, an officer working first shift on Christmas Day shall receive Festive Holiday pay for the hours worked from 7:00 A.M. to 7:00 P.M. An officer working second shift on Christmas Day shall receive Festive Holiday pay for the hours worked from 7:00 P.M. until Midnight. An officer working the second shift on Christmas Eve would receive Festive Holiday pay from Midnight to 7:00 A.M. Christmas Day. Any officer who works on any Festive Holiday shall have the option of receiving the extra pay or compensatory time off at the officer's straight time rate, in addition to the straight time pay for working on the Festive Holiday.

15. VACATION LEAVE

15.1 All full-time officers are entitled to vacation according to the following schedule:

<u>Length of Service</u>	<u>Vacation Accrual</u>
Employee start date through end of 5th year (60 months)	3.0770 hours per pay period (80 hours per year)
Beginning of 6th year (61 months) through end of 9th year (108 months)	4.6154 hours per pay period (120 hours per year)
Beginning of 10th year (109 months) through end of 15th year (180 months)	6.1539 hours per pay period (160 hours per year)
Beginning of 16th year (181 months) and thereafter	7.6924 hours per pay period (200 hours per year)

15.2 Vacation time will accrue each pay day as describe above.

15.3 By way of illustration, an officer with five (5) years of service will be entitled to the following vacation:

On January 1, 2018, the officer shall be credited with 120 hours of vacation time, which will be available for his immediate use. In addition, on each pay day (bi-weekly) thereafter, the officer will be credited with 4.6154 hours of vacation time. Assuming the officer took 100 hours of vacation time in 2018, as of January 1, 2019, his available balance would be 140 hours. In addition, on each pay day (bi-weekly) thereafter, the officer will be credited with 4.6154 hours.

Assuming instead that the same officer took 140 hours of vacation time in 2018, as of January 1, 2019, his available balance would be 100 hours. In addition, on each pay day (bi-weekly) thereafter, the officer will be credited with 4.6154 hours.

15.4 An officer may start using vacation once they have completed six months of consecutive full-time employment with the Township. If the officer is terminated or resigns prior to completing six months, the employee is not eligible to be compensated for vacation hours.

15.5 From year to year, an officer shall be eligible to carry over up to 20 hours beyond what he is eligible to accrue during the year. By way of illustration, if an officer is eligible to accrue 120 hours of vacation time per year, the officer can carry a balance of up to 140 hours.

15.6 Upon separation, vacation time that has been credited but not taken will be paid out to the officer at his/her current pay rate. However, at no point will the officer be compensated for vacation time beyond the number of hours he or she is eligible to accrue in one year.

15.7 An officer shall continue to accrue vacation leave while on any compensated leave.

15.8 Vacation leave shall be charged as used in amounts of not less than four (4) hours except by permission of the Chief of Police.

15.9 Vacation leave shall be taken as scheduled by the Chief to assure proper manning of the department.

16. SICK LEAVE

16.1 All full-time officers are entitled to accrue sick leave at the rate of 4.6154 hours per pay period (120 hours per year). An officer may accumulate up to eight hundred (800) hours of sick leave.

16.2 Full-time officers who have completed ninety (90) days of continuous service are eligible to take accrued sick leave. Sick leave may be used for conditions related to the officer's non-work related injury or illness.

16.3 If an officer is unable to report for duty for three (3) or more consecutive shifts due to an illness or injury that may affect the officer's ability to perform his/her police duties, that officer may be required to submit a doctor's certification upon his/her return to work.

16.4 Sick leave shall accrue while an officer is on paid leave of absence but shall not accrue for unpaid leave of absence.

16.5 Upon exhaustion of sick leave if sick or disabled, the officer shall receive, through the insurance plan, sixty (60%) of his pay until six (6) months from the date of initial absence.

16.6 The Township shall reinstate sick days to the officer as to any period wherein the officer received paid sick leave and the disability insurance benefit is paid. The sick day reinstatement shall be based on the officer being restored sixty (60%) of the sick time that was used during the period that the officer received paid sick leave and the disability insurance benefit is paid (as the Township is the recipient of the insurance benefit during such time as the officer is using sick days). This reinstatement of sick leave shall only occur upon the return of the officer to active duty. None of the above shall be duplicative or a replacement for heart and lung benefits.

16.7 SICK LEAVE PAYOUT

In cases of superannuation or disability retirement, and in the case of a police officer's voluntary resignation with fifteen (15) or more years of service, an officer shall be paid for unused sick leave days up to a maximum of one hundred (100) days/eight hundred (800) hours, at a rate of \$100 per day.

17. NON-SERVICE CONNECTED INJURY LEAVE

17.1 The Township shall continue to provide short-term disability insurance coverage for non-occupationally related accidents and sicknesses, which provides 60% of wages up to \$750 per week for up to 26 weeks after a 1 week waiting period; and long-term disability insurance coverage, which provides 60% of wages up to \$5,000 per month after a 180-day waiting period to age 65. A copy of this insurance contract is made part of the Award/Agreement and is attached hereto by reference. This does not preclude the Township from substituting equivalent benefits or self-insuring.

17.2 Payment of benefits under Section 16.6 and 16.7 shall be coordinated with those under Section 17.1 so that the total payments to an eligible officer shall not exceed 100% of his base salary plus longevity.

18. FUNERAL LEAVE

18.1 An officer shall be granted up to seven (7) consecutive calendar days of funeral leave for the death of an immediate family member (parent, in-laws, step-parent, spouse or significant other, child, step-child, sibling, sibling in-law). An officer shall be granted up to four (4) consecutive days of funeral leave for the death of a grandparent, grandparent in-law, or a relative living in the officer's house. An officer shall be granted up to two (2) consecutive days of funeral leave for the death of an aunt or uncle. Additional time off as needed by the officer may be granted as vacation or holiday leave, or as compensatory time. Funeral leave shall not be unreasonably withheld.

19. HEALTH BENEFITS

19.1 Effective January 1, 2018, all officers shall be eligible to receive the Independence Blue Cross Personal Choice High Deductible Health Plan (HDHP), with integrated prescription coverage, with a \$2,500 deductible for single coverage and \$5,000 deductible for multiple person coverage. The Plan includes prescription co-pays in the amount of \$5/\$20/\$45. The medical and prescription benefit provided to the officers shall be equal to or superior to the coverage as set forth in the summary attached hereto as Exhibit "A."

The Township shall establish and administer a Health Saving Account (HSA) for all officers. Effective January 1, 2018, the Township shall fund the HSA of each officer with an amount equal to ninety percent (90%) of the annual deductible applicable to the plan in which that officer participates during that year (e.g., if the officer has single coverage but during that year is entitled to multiple person coverage, the HSA for that officer shall be subject to an additional employer contribution so as to bring the funding to ninety (90%) of the deductible applicable to a multiple person plan). Effective January 1, 2019, the Township shall fund the HSA of each officer with an amount equal to eighty-five percent (85%) of the annual deductible applicable to the plan in which that officer participates during that year.

The Officer will be responsible for funding the remaining portion of the annual deductible after the Township's funding of the HSA, and may fund that responsibility by

making contributions to their HSA. Officers may also make additional contributions to their HSA up to the annual limit allowed by law.

Officers will be responsible for the \$5/\$20/\$45 prescription co-pay.

The Dental, Orthodontic and Vision Coverage shall remain as is.

All of the health coverage shall be provided to the officer, spouse and dependents without premium contribution from the officer.

The Township shall also reimburse full-time officers an amount associated with the purchase of hearing aids, as set forth in the Hearing Aid Expense Reimbursement Policy, attached hereto as Exhibit "B."

19.2 The Township may change insurance carriers or self-insure provided the benefits are substantially equal to the existing benefits and provided a majority of the police in a vote conducted by the FOP agrees to the change.

19.3 Opt-Out: Any officer who chooses to not utilize the healthcare insurance provided by the Township will receive \$5,000 per year. Officers cannot opt-out to enroll in the ACA Health Exchange, Insurance Marketplace or Medicare. The opt-out may be elected at any annual "open enrollment period or between open enrollment periods if the officer can show that alternative coverage (e.g., through the employment of a spouse) became available to the officer during that time. Likewise, an officer may re-enroll in the Townships coverage at any open enrollment period or upon a showing that the alternative coverage is no longer available to the officer.

The opt-out payment shall be prorated and paid at the end of each pay period that the officer is not covered by the Township. If the officer is covered for only a portion of the month, then the officer shall receive a pro-rata portion of the cost for that month.

20. LIFE INSURANCE

20.1 Each active officer shall be provided with life insurance in an amount of \$50,000. Each officer shall have the right to designate beneficiaries, and shall execute all necessary forms for the orderly administration of this insurance.

21. UNIFORM ALLOWANCE AND CLEANING

21.1 A cash clothing allowance of \$700 per year shall be paid directly to each officer on active duty after one year of service. One-half (1/2) of the allowance shall be paid in March and one-half in September. One-twelfth (1/12) of the allowance shall be earned per month and prorated for officers beginning to receive allowance or terminating their service.

21.2 A cash cleaning allowance of \$500 per year shall be paid to each officer on active duty, with the payment made in the same manner as the clothing allowance. However, in the event that the Township elects to enter into a contract with a local dry cleaner, the Township may

provide that benefit in substitution for the monetary allowance, at its sole expense. If dry cleaning service is provided by the Township, each officer shall be entitled to annual dry cleaning services equal to the expense to have two full uniforms (shirt and pants) cleaned per week. The cleaning services may be utilized by the officers to clean other work-related clothing, subject to the annual limitation on the expense of dry cleaning services.

22. RETIREMENT

22.1 SOCIAL SECURITY COVERAGE – All officers shall continue to be covered by the provisions of the Federal Social Security Act.

22.2 EARLY RETIREMENT – An officer who has completed twenty years of service, regardless of age, as provided by the Act 24 amendments to Act 600, may retire, the amount of such pension being computed in accordance with the vesting and actuarial reduction requirements of Act 600. Officers who qualify for this early retirement shall be entitled to all of the retirement and survivor benefits applicable to normal retirements; however, post-retirement medical benefits shall not commence until the date which would have represented the officer's normal (superannuation) retirement date.

22.3 NORMAL RETIREMENT – An officer who has completed twenty-five (25) years of service and who has attained the age of fifty (50) shall be eligible for superannuation retirement. The pension benefit shall be equal to fifty percent (50%) of the average monthly salary of the officer during the last thirty-six (36) months of active duty. After a retiree becomes eligible for full Social Security benefits, the Township pension shall not be offset by any Social Security benefit received by the officer. Salary used for retirement purposes shall not include severance pay or any accrued time paid at retirement.

22.4 COST-OF-LIVING ADJUSTMENT – Effective January 1, 1996, a full cost-of-living adjustment, pursuant to Act 600 (53 P.S. Section 771), shall be added to the existing pension program.

22.5 POST-RETIREMENT MEDICAL BENEFITS

Upon normal retirement for age and years of service, the Township shall provide to the retired officer and the officer's spouse the medical and prescription benefits in effect for the officer at the time of the officer's retirement. As to any officer who retires due to service-connected disability, the Township shall provide to the retired officer, the officer's spouse, and eligible dependents, the medical and prescription benefits in effect for the officer at the time of the officer's retirement.

For example, if an officer retires pursuant to a normal age and service retirement effective January 1, 2018, the retired officer and the officer's spouse shall be entitled to receive the Independence Blue Cross Personal Choice High Deductible Health Plan, with integrated prescription coverage, with a \$2,500 deductible for single coverage and \$5,000 deductible for multiple person coverage, with prescription co-pays of \$5/\$20/\$45.

For example, if an officer retires pursuant to a disability retirement, effective January 1, 2018, the retired officer, the officer's spouse, and eligible dependents shall be entitled to receive the Independence Blue Cross Personal Choice High Deductible Health Plan, with integrated prescription coverage, with a \$2,500 deductible for single coverage and \$5,000 deductible for multiple person coverage, with prescription co-pays of \$5/20/45.

In the event that the medical and prescription benefit is provided through a High Deductible Health Plan (HDHP), the Township shall establish and administer a Health Saving Account (HSA) for the retired officer / spouse / dependents (as applicable). Each year, the Township shall fund the HSA in an amount equal to the percentage contribution in effect as of the date of the officer's retirement. For example, if an officer retires effective January 1, 2018, the Township shall be required, each year, to fund the HSA in an amount equal to ninety percent (90%) of the applicable annual deductible. This contribution shall remain fixed, regardless of any change in the level of funding applicable to active officers. However, if the law requires that the retiree contribution be made by a particular means (e.g., HRA as opposed to HSA) then such modification shall be implemented.

The retired officer / spouse / dependents will be responsible for funding the remaining portion of the annual deductible after the Township's funding of the HSA, and may fund that responsibility by making contributions to their HSA. Officers will be responsible for the \$5/\$20/\$45 prescription co-pay.

For the purposes of Section 22.5, "spouse" is defined as the husband or wife of an officer who was married to the officer at the time of his/her retirement.

The officer, spouse and/or dependents shall not be required to contribute to the premium cost of the medical and prescription benefits.

As to all post-retirement medical benefits, whether for age and years of service or service-connected disability, the Township shall not be obligated to provide any other medical coverage being provided to officer at the time of the officer's retirement, including, but not limited to, dental, orthodontics, and vision coverages.

The Township's obligation to provide the foregoing medical and prescription benefits shall cease and terminate in the event and to the extent comparable coverage is provided, without cost, from another source either to the retiree, to the spouse, or to both. In the event the foregoing cost-free coverage is available from another source, but at some point ceases to be so available, the Township shall reinstate the above medical and prescription benefits to the retiree and spouse. The retiree and/or spouse shall have the obligation and duty of reporting to the Township, in writing, the availability of such cost-free coverage and the cessation thereof.

The Township's obligation to provide the above medical and prescription benefits to the retiree and spouse shall finally cease and terminate when the retired officer attains the age of sixty-five (65) years when eligible for Medicare.

This Section shall not affect (i.e., alter, reduce or increase) the benefits of any Officer who retired, was granted a service-connected total disability pension, or terminated employment prior to January 1, 2018.

22.6 PERMANENT DISABILITY RETIREMENT

22.6.1 Service Connected Disability. If an officer is permanently disabled as defined in Section 2.11 as a result of a service connected disability, the officer shall receive a disability pension that is one hundred percent (100%) of his/her annual base salary at the time of the disability until the officer returns to work or until reaching what would have been the officer's normal retirement date when the percentage shall be reduced to fifty percent (50%).

This benefit shall be offset by the full amount of any Workers' Compensation, Social Security Disability benefits paid on account of the same injury, Township provided disability insurance benefits, and fifty percent (50%) of any earnings from other employment subsequent to the disability.

Effective January 1, 2001, the service-connected disability pension provisions shall be amended to provide that a determination of permanent disability shall be binding and no change in the officer's pension status shall occur thereafter. An officer shall be awarded a service-connected disability once it has been determined that the officer is permanently disabled as defined by Section 2.11 of the consolidated agreement. The determination of permanent service-connected disability shall be based upon competent medical evidence. The Township shall have the right to have the officer examined by a physician selected and paid for by the Township. Once the officer is in receipt of a service-connected disability pension, temporary service-connected disability benefits payable pursuant to the Heart & Lung Act shall cease. The parties intend that an officer who accepts a service-connected disability pension shall be retired from the department and will not maintain civil service tenure or seniority rights and will have no greater rights to re-employment as a police officer with the Township than any other applicant for employment. In the event that the officer shall be re-employed, the officer's pension status shall be changed accordingly.

22.6.2 For all officers hired after January 1, 2009, permanently disability as defined in Section 2.11 as a result of a service connected disability, the officer shall receive a disability pension that is seventy-five percent (75%) of his/her annual base salary at the time of the disability. This benefit shall be offset by the full amount of any Workers' Compensation, Social Security Disability benefits paid on account of the same injury, Township provided disability insurance benefits, and fifty percent (50%) of any earnings from other employment subsequent to the disability.

22.6.3 PURSUANCE OF WORKERS' COMPENSATION – A disabled officer shall pursue the maximum benefits to which he/she may be entitled and may not commute any such benefit without approval by the Township. The determination of benefits shall not be affected by any assignment of pledge of Workers' Compensation proceeds to a third party. The Township shall be required to provide legal counsel to the disabled officer in cases of disputed Worker's Compensation Claims.

22.7 PENSION CONTRIBUTION – As of January 1, 2001, the Township shall perform an actuarial study of the Police Pension Fund to determine whether the contribution by the officers may be reduced or eliminated. Provided that contributions by the Township will not be required to keep the fund actuarially sound, the Township shall by resolution reduce or eliminate officer contributions for the year 2001. The Township shall re-examine the issue annually and shall by resolution set the rate of officer contributions between 0% and 5%, as determined by such actuarial studies.

22.8 SURVIVOR BENEFITS

(i) If an officer is killed in service, a benefit will be paid in accordance with Act 51 of 2009.

In addition, the Township shall pay for medical insurance as provided herein to the surviving spouse and shall cease and terminate when the spouse reaches the age of sixty-five (65) and eligible for Medicare, or remarries and the officer's child or children under the age of eighteen (18) years, or if attending college, under or attaining the age of twenty-three (23) years.

(ii) In the event of the death of a retired officer or an active officer eligible to retire, a survivor benefit shall be provided in the same manner as above, except that the benefit shall be fifty percent (50%) of the pension the retiree was receiving or would have received had the officer been retired at the time of death.

(iii) If the member dies while still employed by the Township as a police officer from causes not related to a line of duty death, before being eligible to retire, the spouse and children shall receive medical coverage for up to 60 days following the death of the officer.

Any form of survivor benefit shall be offset in full by any survivor benefits that are received by the survivors from Workers' Compensation.

22.9 VESTING – The Township shall continue to provide for all officers a vested pension benefit under which, after completing twelve (12) years of total service, if the officer for any reason ceases to be employed as a full-time police officer by said Township, he shall be entitled to vest his retirement benefits by filing with the Township within ninety (90) days of the date he ceases to be a full-time police officer, a written notice of his intention to vest. Upon reaching the date which would have been his superannuation retirement date, if he had continued to be employed as a full-time police officer, he shall be paid a partial superannuation retirement allowance, determined by applying the percentage his years of service bears to the years of service which he would have rendered had he continued to work until his superannuation retirement date to the gross pension, using, however, the monthly average salary during the appropriate period prior to his termination of employment.

22.10 SERVICE INCREMENT – An officer who completes a 26th year of service shall receive one hundred dollars (\$100.00) per month added to the amount of the participant's normal monthly pension benefit. An officer who completes a 27th year of service shall receive an additional one hundred dollars (\$100.00) per month added to the amount of the participant's normal monthly pension benefit (for a total service increment of \$200.00 per month). Service in

excess of 27 years shall not increase the amount of service increment beyond the \$200.00 per month set forth herein. These service increments shall be paid provided that the following conditions are met:

- (a) The participant retired by age sixty-two (62)
- (b) The amount of the service increment shall not exceed limits authorized by State law.

22.11 PENSION REVIEW COMMITTEE – An advisory pension review committee shall be created if the Police so request and appoint a representative(s). The committee shall be a standing committee composed of a representative(s) of the Board of Supervisors, the Township Manager, and representative(s) of the Police. The function of the committee shall be to review all details related to the Police Pension Fund.

22.12 LIMITATIONS OF STATE LAW – Nothing in this award shall be administered or construed contrary to the provisions of Act 600 as amended. Where it is determined by a court of final jurisdiction that a provision of this Award is contrary to Act 600, as amended now or in the future, this Award shall be automatically amended to the extent of the conflict.

23. MANAGEMENT RIGHTS

23.1 The management of the Police Department and the direction of its working force shall be vested exclusively in the Township. The police officers shall be accorded the rights and privileges guaranteed in the Police Tenure Act and may resort to the grievance procedure contained herein as defined in the grievance article to protect the rights set forth in this Award/Agreement.

24. POLICE NEGOTIATING COMMITTEE

24.1 Officers who are members of the Police Negotiating Committee will be permitted reasonable time off with pay to attend negotiation and arbitration sessions. The number of on-duty officers permitted to attend any one session shall be limited to one (1). Where more than one (1) on-duty officer needs to be in attendance, the officer(s) affected shall arrange with other off-duty officer(s) to adjust their work schedule(s) to permit attendance.

25. FOP DUES

25.1 The Township shall deduct FOP dues from payroll upon written authorization of each officer.

26. CIVIL AND CRIMINAL SUITS

26.1 The Township shall provide professional liability insurance for civil suits brought against an officer in connection with the officer's duties.

26.2 In the event an officer is charged with a crime arising out of or from the performance of the officer's duties, the Township and the officer shall attempt to agree on the selection of an attorney to represent the officer and the fee of the attorney. If an attorney cannot be agreed upon, the officer may select an attorney who is a member of the Delaware County Bar Association:

(a) The Township shall pay the fees of any such attorney wherein the prosecution of charges against the officer are withdrawn, dismissed, or terminated by the entry a nolle prosequi or by an adjudication of not guilty.

(b) The fee to be paid shall not exceed the amount charged in like circumstances by Delaware County lawyers. In the event the Township disputes the reasonableness of the fee charged by the officer's attorney, the dispute shall be submitted to the Delaware County Bar Association's Fee Dispute Committee, which committee shall render a decision based on reasonable fees of Delaware County lawyers under like circumstances. The Township shall be responsible only for the payment of the amount determined to be reasonable by that Committee.

26.3 Nothing in Section 26 shall be construed as pre-empting the right of an insurance carrier from using attorneys which they designate, in which case there shall be no duty on the part of the Township to pay additional fees of any attorney.

26.4 Nothing in this section shall limit the right of the Township to secure insurance for, and abide by the terms of, insurance contracts which provide benefits covered herein.

26.5 It shall be the obligation of the Police to fully cooperate with agents of any insurance carrier of the Township and the officer's attorney, if any.

27. NON-DISCRIMINATION

27.1 The Township agrees not to discriminate against any person with respect to hiring, compensation, promotion, terms and conditions of employment because of the officer's race, color, religion, sex, national origin, union activity, or political affiliation.

28. GRIEVANCE PROCEDURE

28.1 **INFORMAL STEP** – Within seven (7) days of an alleged grievance as defined in Section 2.7, the officer or officers affected may informally discuss the alleged grievance with the Chief of Police in an attempt to resolve the matter. The Chief shall meet promptly with the officer or officers involved in an attempt to resolve the matter.

28.2 **FORMAL STEP I** – No later than thirty (30) days after the event which led to the grievance, a signed and dated written grievance must be submitted to the Township Manager, citing the contract provision allegedly violated, pertinent facts, and relief requested. The grievant may file the grievance directly with the Township Manager or through his FOP representative. If filed through the FOP representative, the FOP representative shall be permitted to be present throughout the formal steps of the grievance procedure. In all cases, the Township Manager shall

respond in writing to the grievance within ten (10) calendar days of the submission, with a simultaneous copy to the FOP. If the answer of the Township Manager is unsatisfactory or if the answer is not received within the ten day period, the grievance may be taken to Formal Step II.

28.3 FORMAL STEP II – Within ten (10) calendar days of the answer of the Township Manager or within ten days of the due date for the receipt of the answer of the Township Manager, the grievant may make a written request for a consideration at Formal Step II before the Township Board of Supervisors. The Township Board of Supervisors may delegate to a committee of Supervisors the authority to resolve the grievance at this Step. Within fourteen (14) days of the submission of the grievance at this Step, the Township Board of Supervisors shall communicate the Township's final position. If the grievance is not resolved at this Step, the grievant may proceed to Formal Step III.

28.4 FORMAL STEP III: ARBITRATION – In the event that the grievance is not settled prior to Formal Step III, only the FOP, on behalf of the grievant, may request arbitration no later than ten (10) days from the date the Township's answer was due at Step II. The parties agree to utilize a single arbitrator. If the parties are unable to reach agreement on a neutral arbitrator, they may request a list of arbitrators from the American Arbitration Association, utilizing the rules of the American Arbitration Association for the selection of the neutral arbitrator.

28.5 TIME LIMITS – At both the informal and formal steps, the point of initiation is when the officer(s) should have reasonably been aware of the event leading to the grievance. Time shall be considered of the essence; the limits specified herein may be extended only by mutual written consent of the grievant and/or his FOP representative and the Township. If a grievance is not appealed to the next step during the time periods provided herein, it shall be considered settled on the basis of the last Township position.

28.6 AUTHORITY OF THE ARBITRATOR - The decision of the arbitrator shall be based solely on this Award/Agreement and the arbitrator shall have no authority to amend, modify or in any other way alter the terms of this Award/Agreement. The arbitrator's decision shall be submitted within thirty (30) days of the close of the hearing unless the parties agree to an extension. The decision of the arbitrator shall be binding upon all parties.

28.7 EXPENSES - The fees and expenses of the arbitration, excluding the fees and expenses of the party-appointed arbitrator, shall be divided equally between the Township and the FOP.

29. CONSTRUCTION

29.1 The Township and Police agree that this Agreement shall be interpreted and construed in a manner neither in violation of nor in conflict with any provision of any statute or statutes enacted by the General Assembly of the Commonwealth of Pennsylvania, or any provision of any statute or statutes enacted by the General Assembly of the Commonwealth of Pennsylvania, or the laws of the United States.

30. SCOPE OF AWARD

30.1 The Township and Police acknowledge that this Agreement represents the results of collective bargaining and arbitration between said parties conducted under and in accordance with the Pennsylvania Labor Relations Act and Act 111 of 1968.

31. AS IS BENEFITS

As of the Award of the Board of Arbitration in the matter of the arbitration between the DELAWARE COUNTY LODGE #27 OF THE FRATERNAL ORDER OF POLICE (on behalf of Newtown Township Police Department) and the TOWNSHIP OF NEWTOWN, the following provisions represent the recognized past practices of the type and nature that are normally incorporated into labor agreements, heretofore referred to as "as is" benefits which shall be made a part of this Agreement:

1. Meals – Each officer is entitled to take a forty-five (45) minute meal break on the day and night shifts when working a 12-hour shift or a thirty (30) minute break when working an 8-hour shift, if circumstances permit. Officers are allowed to eat meals at home if they live within the Township, subject to being on call. If a meal break cannot be taken during the normal work shift, the privilege lapses. There shall be no overtime earned for meal breaks which cannot be taken.

2. Seniority – All shift switches ordered by the Chief of Police and all days off scheduled by the officers (as long as it does not cause a scheduling conflict) shall be scheduled by seniority. All shift switches shall be ordered by the Chief of Police and shall be on a least seniority basis. All days off selected by the officers (as long as it does not cause a scheduling conflict) shall be scheduled by seniority.

3. Pick-Up Service – All officers who live in the Township of Newtown shall normally be picked up at home and dropped off at home.

4. Outside Details – All officers going to outside details, including but not limited to court, schools, etc. do not have to report to the station first.

5. Equipment – The Township shall supply all equipment, exclusive of uniforms, deemed necessary to perform police duties. Uniforms, however, are controlled by Resolution 1986-21 and paragraph 19 of the Arbitration Award for 1985, 86 and 1987. The Township will supply the initial uniform compliment as stated in Resolution 1986-21. The expense of maintaining uniforms after issuance is the responsibility of the officers.

6. Pay Day – Pay day is every other Friday. Payment will be issued via direct deposit for all payroll payments. The Township will continue to process the semi-annual longevity and education pay as a separate payment, but that payment will be issued via direct deposit.

7. Overtime payments shall be made for all time earned up to the point that the department submits its reports for payroll preparation. Usually this will be the preceding Monday morning prior to the issuance of payroll payments.

8. Supplemental Pay – All supplemental pay, including but not limited to overtime, court time, extra duty, etc. is paid in quarter hour increments.

9. Emergency Excusal – All officers are entitled to emergency excusal from duty for family emergencies.

10. Shift Switches – All officers shall be allowed to switch shifts between themselves with the approval of the Chief of Police.

11. Property Damage –

The Township shall reimburse the officer for personal property damaged in the line of duty, up to a maximum of \$500.

Equipment or property that is necessary for medical reasons shall not be subject to the \$500 limit. Instead, for any damaged equipment, device or property that is necessary for medical reasons, the Township shall reimburse the officer for the full cost to the officer of purchasing replacement equipment/property (i.e., any co-pay or deductibles if insurance applies; actual out-of-pocket expense if no insurance applies), up to a maximum of \$5,000. However, if the item was otherwise due for replacement within three (3) months of the date it was damaged, and would have then been covered by insurance, the Township shall only be responsible for the portion of the cost that would otherwise be covered by insurance.

If the officer is reimbursed for any such items pursuant to legally ordered restitution, the Officer will remit such restitution to the Township, up to the amount paid by the Township to the Officer.

12. Locker Room Equipment – The officers shall be allowed to have the coffee machine, microwave and refrigerator they own, provided the amount of space used by them is not increased. However, permission for additional equipment can be granted by the Chief of Police.

13. Personal Locker – Each officer shall have a personal locker. During the renovation period, the Township may not be able to provide officers with personal lockers, but will make every effort to do so. It is understood that during the renovation period, the locker room may not be conveniently accessible.

14. Township Issued Weapon – All officers will carry Department Issued Weapons and Ammunitions issued by the Chief of Police and Township. If an officer wishes to carry a weapon not issued by the Township, the officer must receive pre-approval from the Chief of Police, and the weapon must be inspected and approved by one of the Department's Firearm Instructors.

15. FOP Bulletin Board – There shall be a bulletin board in the Police Department for the purposes of posting FOP material.

16. Other Benefits – Any other alleged benefits overlooked by either party that have not been made a part of this consolidation shall be subject to negotiation by either party at a later date.

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

**TOWNSHIP OF NEWTOWN
("Township")**

By: 
Chairman

Attest: 
Secretary

Date: 2/21/2018

**THE FRATERNAL ORDER OF POLICE,
DELAWARE COUNTY LODGE NO. 27
ON BEHALF OF THE POLICE OFFICERS OF
THE TOWNSHIP OF NEWTOWN
("Police")**

By: 
President

Attest: 
Secretary

Date: 2/27/18

EXHIBIT “A”

In-Network Coverage	PC HDHP HSA 5-20-45
Deductible	\$2,500 Individual/\$5,000 Family
Out of Pocket Maximum	\$6,450 Individual/\$12,900 Family
Office Visits	100%, after deductible
Specialist Visits	100%, after deductible
Preventive Care	100%, no deductible
Hospital Inpatient	100%, after deductible
Emergency Room	100%, after deductible
Laboratory	100%, after deductible
Outpatient Radiology	100%, after deductible
Outpatient Surgery	100%, after deductible
Physical/Occupational & Speech Therapy	100%, after deductible (30 visits per year)
Spinal Manipulation	100%, after deductible (20 visits per year)

Psychiatric Outpatient Visits	100%, after deductible
Private Duty Nursing	100%, after deductible (360 hours per year)
Skilled Nursing Facility	100%, after deductible
Hospice and Home Health Care	100%, after deductible
Durable Medical Equipment	100%, after deductible
Referrals	None
Prescription Drug Coverage	
Generic Formulary	\$5 copay, after deductible
Brand Formulary	\$20 copay, after deductible
Non-Formulary Brand	\$45 copay, after deductible
Out-of-Network Coverage	
Deductible	\$5,000 Individual/\$10,000 Family
Coinsurance	50%
Out of Pocket Maximum	\$10,000 Individual/\$20,000 Family
Prescription Drug Coverage	50%, after deductible (Mail Order Not Covered)

EXHIBIT “B”

HEARING AID EXPENSE REIMBURSEMENT

Effective October 11, 2011, Newtown Township shall reimburse full-time employees an amount associated with the purchase of hearing aid/s, as follows:

- When it has been medically determined that the employee requires the use of hearing aid/s to perform his/her normal work duties.
- The reimbursement is limited to \$1,000 per ear per 36-month period.
- Reimbursement shall be the lesser of the \$1,000 per ear maximum or the cost of the hearing aid. The employee shall be responsible for any amount over the \$1,000 per ear maximum.
- The employee may use any qualified hearing aid provider.
- The employee is required to submit a copy of the paid hearing aid receipt showing the provider, the date the hearing aid was delivered, and the cost of the hearing aid(s).
- The receipt must be approved by the department head and the township manager for processing.

This reimbursement program shall not apply to temporary, part-time employees, independent sub-contractors, or consultants of Newtown Township.

