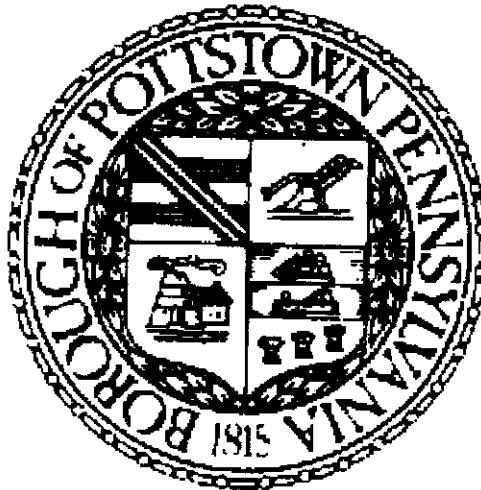


Collective Bargaining Agreement

By and Between

The Borough of Pottstown



and

The Pottstown Police

Officers Association

January 1, 2009 - December 31, 2010

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ARTICLE I - GENERAL INFORMATION

SECTION 101 - COLLECTIVE BARGAINING AGREEMENT

- A. This Agreement entered into this 1st day of January, 2009, by and between the Borough of Pottstown, in the County of Montgomery, Pennsylvania, a municipal corporation of the Commonwealth of Pennsylvania (hereinafter referred to as the "Borough") and the Pottstown Police Officers Association (police) (hereinafter referred to as the "Association") on behalf of the police officers as defined in the recognition clause (Section 102) as hereinafter set forth.
- B. Whereas the Police and the Borough have engaged in collective bargaining as prescribed by Act No. 111 of 1968 and have reached an agreement concerning certain terms and conditions of employment.
- C. Now, therefore, the Police and the Borough do hereby set forth the following, which constitutes the complete Agreement reached between the parties for the term January 1, 2009 through December 31, 2010.

SECTION 102 - RECOGNITION

- A. The Pottstown Police Officers Association, (Association) is recognized as the sole and exclusive representative for collective bargaining purposes under Act 111 of 1968, for all full-time and part-time police officers below the rank of captain.
- B. The Association is the Exclusive Representative of the uniformed and non-uniformed police officers of the Borough of Pottstown in the unit described above for the purpose of collective bargaining with respect to terms and conditions of employment, including compensation, hours, working conditions, retirement, pensions, and other benefits.
- C. The title of Police Officer shall be defined to include the plural as well as singular, males and females as well as all ranks of officers, both part-time and full-time, below the rank of captain.
- D. The Association also shall retain the right to bargain for retired and vested police officers with respect to pension and retirement benefits.

SECTION 103 - CODIFICATION

- A. This Agreement consolidates previous labor contracts between the Police and the Borough, previous arbitration awards, past practice procedures and applicable Borough / State / Federal statutes.

SECTION 104 - PAST PRACTICE CLAUSE

- A. This Agreement shall not result in the reduction or elimination of any rights or benefits previously enjoyed by either party, which are not addressed herein.
- B. It is agreed that the following are not past practices and/or contractual obligations and that the Borough agrees to meet and confer with affected police officers when any of the following are subject to change or adjustment.
 - 1. The conduct of Pottstown Police Association business in the Council Chambers and the sale of Association tickets from Borough Hall, including the dispatching room, on Borough time.
 - 2. Use of Borough equipment for Association business.
 - 3. Location of offices and equipment.

SECTION 105 - WORK PERIOD AND COMPENSATION

- A. The regular average "work week" for all full-time police officers shall not exceed forty (40) hours.

- B. The work week for full-time police officers shall begin at 12:00 AM on Monday and end at 11:59 PM the following Sunday. The compensation for the work week shall be determined by multiplying the hourly base rate by 40 hours to obtain the weekly base pay. In the event the "work week" contains time worked in two different pay rate years, the appropriate hourly rate shall be paid for the actual hours worked or payable in the applicable year.
- C. Paid leave days shall be counted as part of the regular work week in computing a police officer's compensation.
- D. Police officers working an eight (8) hour shift will be permitted a paid thirty (30) minute break in any workday. Police officers working a twelve (12) hour shift will be permitted two (2) one-half (1/2) hour breaks during the shift: combining the two (2) one-half (1/2) breaks into one (1) one (1) hour break is not permitted in any work day. Neither break may be taken in the first or last hour of the officer's shift.
- E. Police Officers shall report for duty five (5) minutes prior to the start of a regularly scheduled shift.
- F. Straight time shall be paid for the normal work hours in a regularly scheduled work day. Straight time is the hourly base pay. Should any officer work more than 2080 regular hours a calendar year, he/she shall be paid straight time for those additional regular hours, provided there is no conflict with the "Overtime" provisions of Section 203.

SECTION 106 - PAY PERIOD/PAY ADMINISTRATION

- A. The compensation for all police officers shall be payable for each pay period, which shall consist of a consecutive two (2) week period commencing at 12:00 AM Monday and ending at 11:59 PM Sunday. The compensation for all police officers shall be payable for the preceding pay period on Friday of every other week, by direct deposit, provided the manager may authorize deposits to facilitate police officers utilization in the event of a special request or a bank holiday. In the event Friday is a bank holiday, the deposit shall be dated and made available on the preceding Thursday.
- B. Police officers may request advance deposits when going on vacation provided the request is made in writing to the payroll department at least one (1) week prior to the date the deposit(s) is/are desired. Deposits shall be provided no later than three (3) calendar days prior to the officer's vacation. This provision shall apply to weekly amounts only for as many weeks of consecutive vacation being taken.
- C. The rate of compensation for a police officer shall become effective as of the date of initial employment or on the Monday following notification of promotion or change in position classification or step.
- D. The direct deposit shall be made into an officer's account such that the monies deposited are available to the officer no later than 9:00 AM on the payday. In the event the direct deposit transaction cannot be made into the officer's account for any reason, the Borough shall issue a regular paycheck no later than 9 AM on the day the direct deposit was to be effective.
- E. Compensation shall include the police officer's salary, all overtime, court-time, call-out time, bonuses paid by direct deposit and additional monies provided in this Agreement, with the exception of those monies which are reimbursed for expenses incurred by the police officers.
- F. Hourly base pay shall be that amount of money paid to an officer earned in one (1) hour determined by contractual agreement. Base pay shall not include overtime, shift differential or any bonuses for this purpose. The hourly base pay figure for each pay grade shall be specifically stated in Section 201 of this Agreement.

- G. Annual base pay shall be that amount of money paid to an officer earned in one (1) calendar year determined by multiplying the hourly base pay figure by 2080.
- H. Direct deposit records shall be issued for each and every deposit made which shall indicate all earnings and deductions for that deposit or pay period. In the case of advance deposits, the Borough may issue a direct deposit record on the day the deposit would have normally been made.
- I. All special pays, including but not limited to longevity, education incentive, residency, and cashed-in leave shall be made by direct deposit.

SECTION 107 - PAY STEPS

- A. Full-time police officers shall serve one (1) year from their respective date of hiring in Step 1 (P-1).
- B. On the anniversary of one (1) year's service to the Borough, the officer shall be promoted to Step 2 (P-2).
- C. On the anniversary of one (1) year's service in Step 2 (P-2), the officer shall be promoted to Step 3 (P-3).

SECTION 108 - PAYROLL DEDUCTIONS

- A. The Borough agrees to make payroll deductions for the purchase of United States Savings Bonds, contributions to the 457 Retirement Plan and/or United Way by any police officer who so requests in writing.
- B. Member pension contributions, when required, shall be made through payroll deductions on all gross compensations (except extended sick leave pay) as reported on the W-2 wage statement forms in the frequency in which those compensations occur. Member contributions shall be paid into the Fund in the same week they are deducted.
- C. 457 Retirement Plan contributions shall be deducted from all compensations in the frequency those compensations occur and shall be immediately paid into the 457 Retirement Plan.
- D. Officers will have the option of making lump sum payments into their 457 Retirement account above and beyond any normal payroll deduction for that purpose. The lump sum payment must, however, come from Borough paid compensation.
- E. The Borough shall make payroll deductions, of any officer, which are mandated by law or ordered by a Court in a Domestic Relations Order. These deductions will be sent into the agency for which they are being deducted in the same week they are deducted. Examples of such deductions included: child support, spousal support, medical care and income tax.

ARTICLE II - FINANCIAL CONSIDERATION

SECTION 201 - BASE COMPENSATION

- A. The following annual and hourly compensations for full-time police officers shall be effective for the periods stated:

01/01/2009 - 12/31/2009				
P-1	P-2	P-3	CPL.	SGT.
\$45,117.11 (\$21.69 hr.)	\$52,017.38 (\$25.01 hr.)	\$61,412.35 (\$29.53 hr.)	\$64,517.47 (\$31.02 hr.)	\$67,622.59 (\$32.51 hr.)
01/01/2010 - 06/29/2010				
P-1	P-2	P-3	CPL.	SGT.
\$45,136.00 (\$21.70 hr.)	\$53,580.80 (\$25.76 hr.)	\$63,273.60 (\$30.42 hr.)	\$66,476.80 (\$31.96 hr.)	\$69,638.40 (\$33.48 hr.)

06/30/2010 – 12/31/2010

P-1	P-2	P-3	CPL.	SGT.
\$45,136.00	\$54,121.60	\$63,939.20	\$67,142.40	\$70,345.60
(\$21.70 hr)	(\$26.02 hr)	(\$30.74 hr)	(\$32.28 hr)	(\$33.82 hr)

- B. Part-time police officers shall be paid an hourly rate of pay equal to the rate of a P-1 police officer.
- C. Compensation Clause – If at anytime during the term of this Agreement, management or any other non-union employee of the Borough, receives an increase in compensation in excess of zero percent (0%) during the 2009 calendar year or receives in excess of 3.5% averaged for the 2010 calendar year, the salaries in ARTICLE II, SECTION 201, A of this CBA for the calendar year of 2009 will immediately convert to the equivalent percentage increase. If this increase in compensation occurs during 2009, the increased amount will be retroactive to 01/01/2009. If in the 2010 calendar year a compensation increase occurs to management or any other non-union employee of the Borough in excess of three and a half percent (3.5%) averaged for the 2010 calendar year, that increase will be applied to the salaries in SECTION 201 A for the 2009 pay schedule, and will be retroactive for 2009. After that amount is applied, four percent (4%) will be added and applied retroactively as of 01/01/2010. It is understood and agreed by the parties that increasing compensation of management or any non-union employee of the Borough, by virtue of a promotion, will not apply to this subparagraph and will not trigger percentage increases in compensation under this section.
- D. No Layoffs through December 31, 2010 – During the term of this Agreement, the Borough agrees that it shall not layoff or furlough any police officers. This clause shall be subject to a “Sunset Provision” in that it will not renew year to year and will expire automatically on December 31, 2010, regardless of whether the parties have reached a new contract to become effective on January 1, 2011.

SECTION 202 - SHIFT DIFFERENTIAL

- A. Rates
1. A shift differential of 2% per hour shall be paid for any work performed between 4 p.m. to 12 p.m.
 2. A shift differential of 2.5% per hour shall be paid for any work performed between 12 p.m. to 8 a.m.
- B. Work performed in different shifts shall be paid for actual hours worked within each differential period.
- C. Permanent assignments within both time periods shall be paid at the higher rate for the hours worked.
- D. Shift differential payments shall be identified separately as shift differential earnings on police officer’s direct deposit record.

SECTION 203 - OVERTIME PAY

- A. The Borough shall pay time and one-half (1½) the officer’s appropriate hourly rate for all time worked in excess of the regular average work week. This shall include all meal periods. In calculating time worked, all paid time shall be included whether the time is actually worked or not. Additionally, reporting for duty prior to the regularly scheduled shift, if required, shall be included (but shall not be calculated in thirty minute increments as provided in Sub-paragraph C hereof).

B. The Borough will pay an additional high overtime payment for all time worked or suffered in excess of 171 hours in each 28-day FLSA period. The additional high overtime payment will be calculated by adding the annual longevity, residency bonus, educational incentive pay and standard annualized shift differential and dividing by 2080, then multiplying this result by 1 ½. This payment will be made on the fourth payday following the end of the 28-day cycle.

C. Training Compensation

1. Approved training and staff conferences shall be compensated at time and one-half (1 ½) the appropriate hourly rate. If the Borough assumes the cost of daily living expenses (intended for overnight stays), approved by Chief of Police (including transportation, room and board), such training shall be compensated at the regular hourly rate. If approved by the Chief of Police, a reasonable amount of study time, if required for a training course, shall be compensable as training.

Travel Reimbursement

2. If the training is voluntary, travel time will be compensated at straight time for the first two hours above a normally scheduled shift and then at time and one-half (1½) for the remaining travel time hours. Voluntary training is any training initiated by the request of the officer.

D. All compensation for overtime except as noted in Paragraph A, above, shall be computed according to minimum time increments for each thirty (30) minutes worked in excess of the regular average work week.

E. The officer working overtime shall have the option, upon approval of the Chief of Police or his delegate, to be compensated for the overtime with compensatory time off, commonly called C.O.T. In such event, the compensation shall be at time and one-half (1 1/2) the regular hourly rate.

1. Should the officer choose C.O.T., he/she must notify his/her immediate supervisor immediately upon submission of the overtime card. The overtime card shall have an area designated for such purpose.
2. Officers may only accumulate up to one hundred and sixty eight (168) hours of C.O.T. After the one hundred and sixty eight (168) hours of C.O.T., the officer must be compensated for overtime in a monetary payment.
3. Officers must utilize C.O.T. within one (1) year of its earning. If C.O.T. is not taken as required, it shall be converted back to a monetary payment under A.

F. Overtime Distribution

On a six-month continuous rollover basis, overtime shall be distributed per the procedure below:

1. When possible, by the 15th of each month, supervisors/others will publish a list of dates and times (if known) of available overtime opportunities for the following month. Other overtime requirements not posted the previous month shall be posted at least two (2) weeks prior to the date and time needed or as soon as known.
 - (a) The actual overtime assignments shall be posted a minimum of five (5) days prior to the date of the overtime. In the event of the last minute overtime needs (i.e., special operations), the overtime assignment may be posted at the time the assignment is made.
2. Qualified officers volunteering for these overtime opportunities must indicate their availability in one of the following methods as requested:
 - (a) Submit a memorandum to the assigning officer expressing interest in order to be considered for assignment, or

- (b) Sign-up using his/her name or badge number (whichever is asked for) if the posted list is a "sign-up" list.
3. All time submitted on an overtime card, except Mandatory C.O.T., (regardless of whether it is for pay or C.O.T.) will be included in the overtime distribution summary for equalization purposes.
 4. D.J. Hearings, Court, Civil Service and other hearings, and Mandatory C.O.T. are totally excluded from equalization.
 5. FOR ASSIGNMENT OR SCHEDULING PURPOSES ONLY the following types of overtime will not be subject to the equalization requirement (meaning persons assigning overtime will not have to follow any list in order to assign the time): call-out, shift manpower shortages not known in advance (includes dispatch), report writing, on-going investigations, training and administrative time. All other overtime shall be subject to the distribution procedure described in F6.
 6. Every officer shall begin January 1st, 2004 with zero hours of recorded accumulated overtime. As the year progresses and each year thereafter, the Department Administrative Manager shall track each officer's accumulated/credited overtime hours on a monthly basis.
 - (a) An overtime distribution rollover summary will be published by the Department Administrative Manager at the beginning of each month (at a minimum) and distributed to all personnel.
 - (b) The overtime shall be equalized in a six (6) month "rollover" fashion. This means that each month accumulated (worked) or credited (not worked) overtime will be reflected in separate monthly columns and a total accumulated/credited column. After six (6) months, when the next month is added the oldest month will be dropped, and so on. In this manner, the summary will show continuous six-month "rollover" documentation. This report will provide the total number of accumulated hours worked or credited each month, as well as total accumulated hours to date.
 - (c) Based on the data in the report, the personnel responsible to assign overtime shall determine overtime assignments, with overtime opportunities being distributed first to the available officers with the least number of accumulated overtime hours to date.
 7. Anyone assigning overtime shall provide all other personnel who assign overtime with a written copy of the overtime assignments to preclude scheduling conflicts. Anyone assigning overtime shall take these posted assignments into consideration when determining equalized hours or assignments.
 8. The Borough and the Department, with the cooperation of the officers, shall make a reasonable effort to ensure that overtime hours are distributed equitably among officers who are available to work the assignments. The Department is responsible to ensure that individuals who assign or authorize overtime follow procedures.
 9. Officers who are assigned and agree to an overtime assignment and subsequently change their mind, are unavailable, or just do not work the assignment for other than an emergency situation (e.g., personal or family sickness, family death, scheduling conflict, weeks vacation or suspension) shall have the hours credited as if they had been worked. (If an officer has a qualifying emergency situation, that officer is responsible to timely inform the individual

who made his/her overtime assignment so that the overtime is not assessed to the officer.) The Department Administrative Manager shall include this credited time in the overtime "rollover" distribution summary.

10. Should an officer not request or accept overtime on a consistent basis for a period of time (does not include reasons of illness, injury or surgery) and then decide for whatever reason to begin working the overtime – that officer will not be permitted to "play catch up" in order to try to equalize his/her time (until a full month of consistently working overtime has elapsed) but rather will be placed on availability lists just like all other officers.
 11. In situations where an overtime assignment was filled and the officer is subsequently unavailable for the assignment, unless an exigent circumstance arises, the newly available overtime will be reassigned by the assigning officer (or his/her designee) and shall be distributed by procedure outlined in 6 c.
 12. Officers may be permitted to switch assignments, but **only upon the expressed approval** of the officer (or his/her designee) who made the initial assignment. Posted assignment lists shall be modified accordingly to reflect the approved changes and the approving officer will initial the change. Should any officer switch or otherwise give up his or her assignment to another officer without expressed approval, that officer will still be assessed the time for equalization purposes.
- G. Firearms instruction, training and qualification shall be considered mandatory training.
- H. Officers required to work overtime for parades, school security or any other special functions shall be paid at time and one-half (1 ½) with a four (4) hour minimum.
- I. All overtime details shall be offered to all full-time officers before being offered to any part-time officers.

SECTION 204 - COURT TIME PAY

A. County, Federal, and State Court and Grand Jury Proceedings

1. For appearances in County, Federal, and State Court, or Grand Jury proceedings, in any criminal, quasi-criminal, or civil matter arising directly from the officer's official duties in the Pottstown Police Department, a police officer shall be compensated at the following rate when the appearance is outside of the officer's regular duty hours: One and one-half (1½) times the appropriate hourly rate of pay (with a four hour minimum) or the time actually spent (rounded to the next highest half hour when between halves), whichever is greater. (It is not the intention of this section that officers be compensated by the Borough for appearances as an expert witness or in any other capacity in cases which do not arise directly from the officer's duties in the Pottstown Police Department).
2. Officers shall not be required by the Borough to change shifts in order to appear as a witness outside of regular duty hours; provided, however, that officers may voluntarily change their schedule to accommodate the court appearance, subject to the approval of the Operations Bureau Commander.
3. For court appearances outside the regular duty hours, for the purpose of compensation, time worked shall begin when the officer making the court appearance arrives at Borough Hall prior to departing for court, and end when the officer returns to Borough Hall after appearing in court and completes his/her duties associated with the appearance. (The four-hour minimum above shall include actual time spent in court as well as time worked prior to and after the court appearance which is related to the court appearance.)

4. In situations where the officer goes directly from home to court, without any time at Borough Hall, he/she shall be compensated for travel time as if he/she were leaving for the appearance from Borough Hall, based on the Operations Bureau Commander's estimate of reasonable travel time.

B. District Justice Hearings

1. For appearances in District Court, in any criminal, quasi criminal, or civil matter arising directly from the officer's official duties in the Pottstown Police Department, a police officer shall be compensated at the following rates when the appearance is outside of the officer's regular duty hours:
 - a. If the hearing begins one-half ($\frac{1}{2}$) hour or less before the officer's regular duty hours or ends one-half ($\frac{1}{2}$) hour or less after the officer's regular duty hours, the compensation shall be at one and one-half ($1\frac{1}{2}$) times the appropriate hourly rate of pay with a one-half ($\frac{1}{2}$) hour minimum.
 - b. If the hearing begins more than one-half ($\frac{1}{2}$) hour but less than one (1) hour before the officer's regular duty hours or ends more than one-half ($\frac{1}{2}$) hour but less than one (1) hour after the officer's regular duty hours, the compensation shall be at one and one-half ($1\frac{1}{2}$) times the appropriate hourly rate of pay with a one (1) hour minimum.
 - c. If the hearing begins one (1) hour or more before or after the officer's regular duty hours, the compensation shall be at one and one-half ($1\frac{1}{2}$) times the appropriate hourly rate of pay with a two (2) hour minimum or the time actually spent (rounded to the next highest half hour when between halves), whichever is greater.
 - d. It is not the intention of this section that officers be compensated by the Borough for appearances as an expert witness or in any other capacity in cases which do not arise directly from the officer's duties in the Pottstown Police Department.
2. Officers shall not be required by the Borough to change shifts in order to appear as a witness outside of regular duty hours; provided, however, that officers may voluntarily change their schedule to accommodate the court appearance, subject to the approval of the Operations Bureau Commander.
3. For court appearances outside the regular duty hours, for the purpose of compensation, time worked shall begin when the officer making the court appearance arrives at Borough Hall prior to departing for court, and end when the officer returns to Borough Hall after appearing in court and completes his/her duties associated with the appearance. Time worked includes such things as time present in the court mandated by department policy prior to the start of the hearing, escort/transport/processing of prisoners, dealing with victims, witnesses and attorneys in excess of the time mandated by department policy, and any other matters, which are related to the court appearance.
4. For multiple court appearances in one day, where the second court appearance begins one and one half ($1\frac{1}{2}$) or more hours following the end of the first appearance, the second appearance shall be considered a separate court appearance and be paid at a two (2) hour minimum unless paragraph B1 a. or b. are applicable.

C. Cancellations of Court and District Justice Appearances

1. If the court case or district justice hearing is cancelled by the court or district justice within six (6) hours of the scheduled time of the proceeding, the officer shall be paid the minimum hours of compensation due under sections A or B above, as appropriate.

D. Witness Fees

1. In any proceeding in which an officer receives a witness fee and is also compensated by the Borough, he/she shall reimburse to the Borough the entire witness fee up to the amount of Borough compensation paid the officer.

E. Former Officers

1. A former police officer shall be entitled to his/her previous regular rate of hourly pay for appearing in court as a prosecution witness on arrests made before his/her separation.

SECTION 205 - CALL OUT

- A. Police officers called to duty, for any reason, in circumstances that are unscheduled shall be paid at the rate two times their respective hourly rate for the first hour of such duty and shall be paid at a rate of one and one-half times their respective hourly rate (with a two hour minimum) for each hour thereafter until relief from duty or, when applicable, until such time as the officer's regularly scheduled work day begins.

SECTION 206 - LONGEVITY PAY

A. Tenure of Eligibility

The minimum number of uninterrupted continuous years of service required for longevity payments shall be five (5) years.

B. Coverage

All regular full-time police officers shall be eligible for longevity pay benefits. Longevity pay shall be credited to and used in computing retirement benefits.

C. Rate of Longevity Payment

2% of annual base pay on and after five (5) years of service;
2.75% of annual base pay on and after eight (8) years of service;
3.5% of annual base pay on and after eleven (11) years of service;
4.25% of annual base pay on and after fourteen (14) years of service;
5% of annual base pay on and after seventeen (17) years of service;
6% of annual base pay on and after twenty (20) years of service;

D. Method of Longevity Payment

The longevity payments shall be made annually as lump sum payments and shall not be integrated with the officer's regular salary. Longevity shall be determined by using the police officer's anniversary date, and payment shall be made in the pay period immediately following the officer's anniversary date in a direct deposit identified as "Longevity Pay".

- E. Longevity payment for any police officer who dies or retires shall be pro-rated from their anniversary date to date of death or separation. In the event of death, the longevity or pro-rated longevity due shall be paid to the surviving next of kin.

F. Time Purchased

The time purchased toward retirement/pension credit for intervening and non-intervening military service shall not be eligible for longevity payment.

SECTION 207 - NON - UNIFORMED CLOTHING ALLOWANCE

- A. Police officers assigned full-time to plain-clothes duty shall be granted a clothing allowance of five hundred dollars (\$500.00) annually, payable quarterly. Upon initial assignment to plain-clothes duty the officer shall receive an initial lump sum payment and then quarterly installments thereafter.

- B. Clothing allowances shall be paid by separate direct deposit identified as "Clothing Allowance".

- C. In accordance with the Family Act Statute, receipts for clothing purchases must be turned in to the Finance Department quarterly, (March 31, June 30, September 30, December 31), or the next scheduled working day. Receipts must indicate what type of clothing was purchased (ie; slacks, suit, necktie, shoes, etc.). All funds distributed for the purpose of the clothing allowance not matched with a receipt for such purchases shall be treated as taxable income.

SECTION 208 - TRANSPORTATION

- A. A police officer engaged in official business authorized by the Borough Manager or Chief of Police shall be reimbursed for all or part of necessarily incurred expenses.
- B. The following rate per mile shall be paid for the use of privately owned vehicles used by a police officer: 35 cents.
- C. Under circumstances where a police officer must travel outside the Borough to conduct official department business of any kind and where the Borough is unable to provide transportation, the officer shall be compensated at the above stated rate per mile for the use of the officer's personally owned vehicle or shall be reimbursed, upon producing receipts, for the use of public transportation.

SECTION 209 - PERSONAL PROPERTY

- A. Police officers shall be reimbursed for personal property broken or damaged while engaged in official business provided that no single item may be valued in excess of one hundred and fifty dollars (\$150.00).

SECTION 210 - CANINE OFFICERS

- A. Canine officers shall receive one hundred dollars (\$100.00) per month in addition to other regular compensation for the care of the canine.
- B. The Borough shall provide the medical care and food for the canine.
- C. Each canine officer shall be permitted four (4) hours each week from work to maintain the canine patrol vehicle and the canine kennel.
- D. Payment to K-9 officers for allowances shall be on non-payroll checks. Payments shall be made on the last payday of each month.
- E. Each canine officer shall receive boarding privileges at the Borough's expense for the number of days of accumulated vacation he/she has to board the canine at a reputable shelter.
- F. When the canine is retired, the Borough shall give the canine to his canine handler for the fee of one dollar (\$1.00).
- G. The Borough shall pay for cleaning and grooming materials as well as other supplies necessary to maintain the canine.

SECTION 211 - EDUCATION ASSISTANCE

- A. Definitions:
1. Tuition shall be defined as the charge determined by the sponsoring university, college, professional or trade society necessary to pay for courses, instruction and administrative costs.
 2. Registration fee shall be defined as the cost for a student registering for course.
 3. Books and materials shall be defined as textbooks, notebooks and other publications or material which the institution or sponsoring organization deems necessary for the student's active participation and successful completion of courses. Books and materials shall include laboratory equipment or depository fee covering breakage of same.

4. Examination cost shall be defined as the charge or fees for the privilege of taking examinations prerequisite to successfully completing or receiving credit for a course.

B. Mandatory Training Financial Assistance:

1. The Borough shall pay the full cost of tuition, registration fees, books, travel, examinations and basic living expenses connected with training or advance education considered to be necessary before an officer is advanced to a new position or continues in the Borough's service to maintain his/her present standing.

C. Voluntary Training Financial Assistance:

1. The Borough shall reimburse the cost of tuition registration fees, books, and examination costs up to a maximum as follows in any one calendar year for police officers who have successfully completed with a passing grade of "C" or seventy percent (70%) or its equivalent, courses of study related to the officer's current or future work with the Borough to include attainment of a degree and sponsored by recognized universities, colleges, professional or trade societies.

Beginning in 2004 - \$1000.00

2. Candidates for educational assistance must retain a satisfactory merit rating.
3. Officers submitting applications for consideration by the Borough Manager, or his representative, requesting education financial assistance prior to enrolling in a course of studies, shall have served for six (6) months of continuous satisfactory service, provided that all such officers failing to successfully complete the required probationary period shall not be reimbursed or shall return their reimbursement before receiving a final pay.
4. Students intentionally falsifying expenses shall forfeit all reimbursements and future participation in the educational assistance program.
5. All reimbursements shall be subject to the filing of an application and approval by the Borough Manager, or his representative, to determine eligibility before the prospective student registers. The Borough Manager's, or his representative's, decision shall prevail in the determination of eligibility for expenses upon successful completion of the course, as reflected by the sponsoring organization's records.
6. Any assistance in the form of a scholarship, parental subsidy or any other assistance shall be deducted from the reimbursement.
7. All reimbursement shall be subject to federal, state or local taxes, if applicable.

SECTION 212 - RESIDENCY BONUS

- A. Full-time police officers residing within the limits of the Borough shall be paid a yearly residency bonus of one thousand dollars (\$1,000.00).
- B. Payment shall be based on twelve months continuous residency in the Borough, January 1st through December 31st. The residency bonus will be due on December 31st of each year, or the nearest pay period prior to that date.
- C. Officers hired after April 30, 1997 must establish and maintain a permanent bona fide residence within fifteen (15) miles of any legal boundary of the Borough within nine (9) months of completing their probationary period.
- D. Any officer who relocates after January 2006 must establish and maintain a permanent bona fide residence within fifteen (15) miles of any legal boundary of the Borough.

SECTION 213 - EDUCATIONAL INCENTIVE PAY

- A. Full-time officers who have attained an Associate's Degree will be paid an annual bonus of \$750.00 due on the officer's anniversary date and payable the following payday.
- B. Full-time officers who have attained a Bachelor's Degree will be paid an annual bonus of \$1,500.00 due on the officer's anniversary date and payable the following payday.
- C. To qualify for the bonus, officers (who are not presently receiving the degree bonus) must present the Chief of Police, or his designee, a copy of his/her diploma from an accredited post-secondary school.

SECTION 214 - MISCELLANEOUS PAY

- A. Time Zone Change
 - 1. Officers required to work in excess of their regular scheduled work day due to changing to Eastern Standard Time shall be compensated for that amount of excess time worked.
 - 2. Officers who work less than their regularly scheduled work day due to changing to Daylight Saving Time shall be compensated at the regular full day's wages for that particular day.

SECTION 215 - FIELD TRAINING OFFICER PAY

- A. Officers assigned and designated by the Chief of Police, or his designee, as a Field Training Officer (FTO), when actually engaged in training of probationary officers, will receive a one percent (1%) per hour of base compensation, increase in pay for time worked.

SECTION 216 - RETIREMENT INCENTIVE PAY

- A. A retirement incentive pay shall be made to every officer every week in the officer's final twenty-four (24) months (104 pays) of employment. This retirement incentive is in addition to any other compensation the officer is entitled to. The rate of the retirement incentive shall be \$15.38 per week. This retirement incentive shall be payable at any time beginning the day after the officer's 23rd anniversary. The exact time when the retirement incentive begins must be implemented by, and only by, the officer who will be receiving the benefit. Once the officer begins the benefit, it cannot be ceased, rescinded or postponed for any reason.

ARTICLE III - LEAVES OF ABSENCE

SECTION 301 - VACATION

- A. Every full-time police officer who has completed one full year of service shall be entitled to participate in accordance with the following vacation leave schedule:

Upon completion of:	<u>Years of Service</u>	<u>Hours of Paid Vacation</u>
	1 - 4 years	80 hours
	5 - 9 years	120 hours
	10 - 14 years	160 hours
	15 + years	200 hours

- B. When an authorized holiday falls within the vacation period, time equivalent to the authorized holiday shall be granted in addition to the regular vacation.
- C. Vacation time is not cumulative from year to year provided that exceptions to carry a maximum of 80 hours may be granted by the Chief of Police. Any request to carryover a maximum of 80 hours must be made no less than thirty (30) days prior to the officer's anniversary date. All carryover time must be used within ninety (90) days of the officer's anniversary date that corresponds with the carryover. Vacation carried over from prior years may be cashed in upon the exhaustion of the 90-day extension period.

- D. On an officer's anniversary date, the officer may cash in any remaining vacation leave earned on the previous anniversary date. Vacation cash-in shall be paid at the rate then in effect. Upon good cause based on emergency circumstances, the Borough Manager may approve cashing in vacation anytime after its earning.
- E. Upon termination or retirement, a police officer shall be eligible for payment of unused vacation hours up to one year's time. Upon termination or retirement, a police officer shall be entitled to a pro-rated share of vacation earned on a basis of appointment date prior to the date of resignation.
- F. Officers voluntarily or involuntarily terminating service before one year of continuous employment shall not be eligible for vacation time or vacation pay. Officers terminating service after one full year (365) days of continuous employment from date of appointment or anytime thereafter, shall be entitled to vacation earned the previous year and a pro-rated share of vacation earned on the basis of appointment date prior to the date of resignation, or its financial equivalent as follows:
 1. One month to three months from appointment anniversary 25%.
 2. Four months to six months from appointment anniversary 50%.
 3. Seven months to nine months from appointment anniversary 75%.
 4. Ten months to twelve months from appointment anniversary 100%.
- G. The beneficiaries of any officer who dies prior to retirement shall be paid the current rate for all accrued vacation and pro-rated vacation due.
- H. No officer shall be compelled to take his/her full vacation entitlement at one time but shall be permitted to break up his/her vacation into two (2) or more vacation periods. Further, all officers covered under the terms of this Agreement may break up their vacation weeks into periods with the approval of the immediate supervisor. Vacation week periods take precedent and supersede vacation hour periods, holidays, and personal time. In cases where a conflict of vacation schedule exists, the most senior officer shall be given a preference as to selection, provided the selection is made prior to April 1st of each year.

SECTION 302 - HOLIDAYS

- A. Every full-time police officer shall be granted ninety-six (96) hours of time off annually for the following paid holidays:

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

- B. Eligibility
The officer shall have worked the regular working day before and after the holiday to qualify for compensation. In the event of unexcused or unauthorized absence on the working day before or after a holiday, the absence must be approved by the Borough Manager to qualify for the holiday's compensation.
- C. Payment For Holidays
Upon request, an officer shall be paid the regular rate of pay for unused holidays if the Borough is unable to schedule such holidays within twelve (12) months of the day of observance. Upon termination, a police officer shall be eligible for payment of unused holidays up to one (1) year's

time. Upon termination of an officer by reason of death, his/her beneficiaries shall be paid the rate then in effect for all holidays standing to the officer's credit.

D. Working On Holidays

Police officers shall receive eight (8) hours off when their regularly scheduled work day or their regularly scheduled day off falls on a holiday recognized by the Borough of Pottstown. The designation of an officer's day off in lieu of a holiday shall be sanctioned by the Chief of Police.

E. No holiday use request (except New Year's) may be granted prior to January 1st in the year in which it is to be utilized.

F. An officer may utilize a holiday with one (1) day's notice to the supervisor, provided that staffing allows for such usage.

G. Holiday Pay

Officers that are required to work a full shift, due to minimum staffing levels on the following observed holidays shall be paid at the rate of time and one-half: Thanksgiving, Christmas and New Year's Day.

SECTION 303 - PERSONAL LEAVE

A. Every full-time police officer shall be granted twenty-four (24) hours of personal time off with pay annually except that full-time officers hired after July 1st shall be entitled to twelve (12) hours of personal time off until the following January 1st at which time they shall be granted twenty-four (24) hours of personal time off.

B. Personal time shall be recognized on the date selected by the police officer and approved by his/her immediate supervisor. A police officer recognizing personal time off shall inform his/her supervisor of the celebration date at least one (1) day prior to the date of celebration.

C. Upon termination of employment, a police officer will be eligible for payment of unused personal time up to one (1) year's time.

D. Upon termination of an officer by reason of death, his/her beneficiaries shall be paid the rate then in effect for all personal time standing to that officer's credit.

SECTION 304 - SICK LEAVE

A. The total number of accumulated sick leave time shall be one-thousand-two-hundred (1,200) hours.

B. Paid sick leave is applicable only to full-time police officers.

C. Upon completion of six (6) months continuous service, a police officer shall be entitled to eight (8) hours of paid sick leave earned each month for a total of forty-eight (48) hours of accumulated sick leave. For every completed month of continuous service thereafter, a police officer shall earn eight (8) additional hours of sick leave.

D. SICK LEAVE INCENTIVE PROGRAM

Each full-time police officer shall be entitled to paid (bonus) sick time earned with the following bonus program:

If an officer has taken no sick time during the calendar year, he/she would earn a bonus of forty-eight (48) hours of additional paid sick leave time to be added to the officer's cumulative total.

If an officer has taken twenty-four (24) or less hours of sick leave time during the calendar year, he/she would earn a bonus of thirty-two (32) hours to be added to the officer's cumulative total.

If an officer has taken forty (40) or less hours of sick leave time during the calendar year, he/she would earn a bonus of sixteen (16) hours to be added to the officer's cumulative total.

If an officer has taken forty-eight (48) or more hours sick leave during the calendar year, he/she would receive no additional days.

New officers hired before July 1, but after January 1, shall earn pro-rated bonus sick leave at the rate of four (4) hours for each full calendar month they are employed during the first calendar year. However, for every eight (8) hours of sick leave the officer uses during the calendar year, he/she shall lose four (4) hours of bonus sick leave. Officers hired after July 1 shall not be eligible for bonus sick leave during the first calendar year of employment. This language shall be effective retroactive to January 1, 1998.

- E. The Borough shall have the right to order an officer to undergo a physical or mental examination, to be conducted by a licensed practitioner designated by the Borough, with all concomitant costs borne by the Borough, in order to determine that officer's fitness for duty, provided:
 - a. The officer's employment record reflects continued, intermittent or extended absences from work, credited to cumulative sick leave.
 - b. The Borough notifies the officer, in writing, that he/she is scheduled for such an examination at least forty-eight (48) hours prior to the time of the examination, and that the written notification includes a statement as to the reasons for ordering the examination.
- F. Police officers absent due to injury suffered through employment outside the Borough's service shall not be eligible for paid sick leave. Paid time off due to an injury suffered through outside employment will be limited to the police officer's unused vacation, holidays, and personal leave, and C.O.T. time.
- G. Any sickness meeting the following listed conditions, at any time, shall require a doctor's certificate as to the extent of the illness and, when applicable, the officer's expected return to work. This certificate must be submitted on the officer's first day back to work, or within forty-eight (48) hours of management's request.
 - a. Any sickness for three (3) or more consecutive scheduled workdays at one time.
 - b. When an officer has had at least six (6) periods of sick leave usage in the current calendar year and absences for one (1) or more days. Note: A period of sick leave usage shall be defined as one (or portion thereof) or more consecutive days in which an officer is on paid or unpaid sick leave status.

SECTION 305 - EXTENDED SICK LEAVE (ESL)

A. Eligibility

1. Full-time police officers successfully completing the probationary period of employment beginning with the date of appointment.
2. The police officer shall have exhausted all forms of fully paid accumulated leave and notified the Borough of his/her desire for ESL no less than one calendar week prior to exhausting all other forms of fully paid accumulated leave.
3. The police officer must be ill or disabled and incapable of performing normally assigned duties as certified by a licensed practitioner (designated and paid by the Borough including concomitant costs). An illness or disability caused by participation in a felonious or criminal enterprise or resulting from habitual drunkenness or addiction to narcotics or from an intentional self-inflicted injury shall not be a certified disability.

4. The certified illness or injury does not qualify the officer for salary maintenance under any other income maintenance plan (with the exception of those plan(s) maintained privately and voluntarily) equivalent to fifty (50) percent of base salary or the maximum amount granted in the case of a duty related disability, whichever is higher. The officer must apply for and exhaust all alternative means of salary maintenance for which the officer might reasonably assume he/she is eligible by reason of disability, excluding plan(s) maintained voluntarily and privately.
5. Officers absent due to injury incurred through employment outside the Borough's service shall not be eligible for extended sick leave benefits. An officer's paid time off due to an injury incurred through outside employment shall be limited to the officer's unused vacation, holidays, and personal leave.

B. Conditions of Leave

1. Officers must agree to undergo one physical or mental examination per calendar month while receiving ESL pay, such examination to be performed by a licensed practitioner (designated and paid by the Borough, including concomitant costs), and must agree to make all pertinent medical or psychiatric records available to the certifying practitioner and/or Borough designated physician during the term of ESL. Refusal to submit to examination shall be justification for suspension of ESL benefits until the officer submits to an examination and continued eligibility is determined.
2. Solely because of officer's disability, an officer may not be dismissed or forced to retire while on ESL. The officer remains subject, however, to all rules of conduct for police officers.
3. Officers failing to report for duty on the day prescribed by the Borough, as recommended by an examining practitioner establishing the officer's fitness for return to duty, shall be subject to disciplinary action or dismissal.
4. Eligible officers may follow normal procedures for voluntary separation or retirement while receiving ESL. ESL pay shall not be included in the computations for pension benefits.

C. Benefits

1. Eligible officers on ESL shall receive fifty (50) percent of their base salaries as established in the police step plan or the maximum amount or percent granted in the case of a duty related disability, whichever is higher, including pay increases incorporated in the step pay, for a maximum period of 180 working days.
2. ESL payments are subject to offsetting or subrogation made possible by the disabled officer's eligibility for compensation under separate salary maintenance plan(s) exclusive of voluntary or private plan(s). Further, the Borough shall have the right of subrogation by written agreement upon a request for ESL benefits related to a disability resulting from an accident wherein possible third party liability exists. An officer shall agree to such subrogation prior to the payment of benefits and the agreement shall cover the extent of any benefits paid.

Officers shall be responsible for furnishing the Borough with all records, correspondence, documents and any and all pertinent information for the purpose of compliance with this provision.

3. While receiving ESL payments, disabled officers shall be eligible for all employment benefits, with the following exceptions:
 - a. All forms of fully paid leave shall continue to be earned provided that said leave may not be used until the date of return to work and in accordance with existing rules governing the use of such leave.

- b. Education incentive paid prior to ESL shall continue provided that no increases shall be granted during ESL.
- c. Clothing allowance, K-9 care and feeding allowance, and range allowance shall continue on a pro-rated basis as determined by the number of hours actually worked per period.
- d. Mandatory judicial appearances for which no excused absence is granted by judicial authority shall be compensated at the officer's regular hourly rate of pay.
- e. Disabled officers on ESL shall not be subject to performance ratings for the purpose of determining step increases and shall maintain the rating established prior to ESL status. Officers returning to work shall be evaluated no sooner than three (3) calendar months from the day of returning to work.

SECTION 306 - FAMILY AND MEDICAL LEAVE

- A. The Borough will provide family and medical leave consistent with the federal Family and Medical Leave Act of 1993.

SECTION 307 - INJURY LEAVE

- A. Full-time police officers disabled in the performance of duty shall be paid his/her full salary for the period not to exceed one hundred and eighty (180) days from the time and date of disability less any funds received by the disabled officer through insurance of funds established by the Borough or Workers' Compensation.
- B. A certificate of the attending physician or surgeon attesting to the disability and the cause thereof shall be filed with the Borough Manager, or his representative, before the last day of each month in which the disability occurred or continues during the one hundred and eighty (180) day period. The Borough Manager, or his representative, shall have access to all medical, hospital and X-ray reports upon request.
- C. Any injury sustained in the line of duty shall not be charged against the sick leave allowance time.

SECTION 308 - DEATH LEAVE

- A. Police officers shall be permitted up to thirty-two (32) hours of paid funeral leave to attend the funeral and/or make household arrangements for immediate family members which shall constitute parents, children, spouse, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents of the police officer and the police officer's spouse or for a relative living in the police officer's household.

Leave may be taken at time of death, time of funeral, or any combination thereof at the election of the officer, but will be considered as paid leave for only the actual hours an officer was scheduled to be actively at work.

SECTION 309 - LEAVE OF ABSENCE

- A. The Chief of Police, or Borough Manager, may authorize leaves of absence for officers, including or excluding vacation, with or without pay, for any period or periods not to exceed four (4) months in any one (1) calendar year for the purposes of: attendance at college, university or business school, for the purpose of training in subjects related to the work of the officer and which will benefit the officer and the Borough service, urgent personal business requiring settling estates, liquidating a business, service on a jury, attending court as a witness, and for purposes other than above deemed beneficial to the Borough service.
- B. Jury duty shall be compensated with pay.
- C. Authorized leaves of absence shall not interrupt continuous service time.

SECTION 310 - ABSENCE WITHOUT LEAVE

- A. An officer who intends to be absent from duty without leave shall report the intent and reason to his/her immediate supervisor prior to the date of absence, where possible, and in no case later than the beginning of the first work day.
- B. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall automatically be made for the period of absence.
- C. Unauthorized absences constitute grounds for disciplinary action or dismissal.

SECTION 311 - MILITARY LEAVE

- A. The Borough of Pottstown will compensate police officers who are members of a reserve force of the United States or of a guard force of a State for mandatory training or performance of other mandatory duties under the supervision of the United States or a State in accordance with applicable State and Federal statutes. Military reserve and National Guard personnel exceeding the State and Federal compensated allowances may apply in writing for unpaid leave or may use accrued paid time.
- B. Any police officer who enters into active service in the Armed Forces of the United States while in the service of the Borough shall be granted a leave of absence for the period of military service. Reemployment rights will be governed by the applicable Federal and State statutes.

SECTION 312 - SICK LEAVE POOL

The following system is established as a method for members of the Pottstown Police Officers Association to voluntarily donate all types of accrued leave into a pool which will be used by eligible members who have exhausted all accrued leave, except extended sick leave, because of a physician-certified mental or physical illness or injury, not related to work, which prevents the officer from returning to duty.

A. Registration

- 1. During the month of January, eligible officers who desire to participate in the pool for the current year will be supplied registration forms by the PPOA. These forms should be completed and returned to the PPOA no later than January 31. Officers who have completed a registration form, but decide to withdraw from the program, must do so no later than January 31.
- 2. Officers who are absent from work because of an illness or injury, and who have not registered to participate in the pool during the previous year, will not be eligible to register for the current year.
- 3. New officers, who have successfully completed their probationary period, whose first anniversary date is anything other than in the month of January, shall be permitted to join the sick leave pool upon completion of their first year. On their first year anniversary, such officer will be permitted to make a donation of leave, as stated in paragraph C. In order to continue in the sick leave pool, another leave donation must be made each January thereafter in accordance with paragraph C.

B. Logging of Donations and Deduction of Accrued Leave

- 1. The PPOA will forward the completed registration forms to the Human Resources Coordinator's office for processing. This office will log the donation of each participating officer on a spreadsheet to be made available to the PPOA. The Finance Office will be responsible for deducting donations from each participating officer's accrued leave.

C. Minimum Donation

1. In order to participate in the program, each officer is required to make an annual minimum donation of sixteen hours of accrued leave time. The annual minimum donation shall be made in January.

D. Relationship to Sick Leave Bonus Program

1. Donation of sick leave will count against the sick leave bonus program.

E. Maximum Allotment from Pool

1. Participants in the program who have exhausted all forms of accrued leave are eligible for up to 2,080 hours from the pool for any single illness or injury as certified by a physician.
2. Under no circumstances will participants be able to draw down more hours than are in the pool. However, when the number of hours in the pool has been exhausted, but an officer using time from the pool remains out on leave and has used less than 2,080 hours, additional leave time may be donated to the pool under a special exception granted at the discretion of the Borough Manager.

F. Limit on Donations Occurring Within One Year of Retirement

1. Officers who will retire within one year of the date of their donation to the pool will be limited to a donation of 160 hours.

G. Application Process

1. All participants who plan to use the pool for a certified illness or injury must complete an application form. Forms will be supplied by the PPOA. Whenever possible, application must be made 30 days in advance of using the pool.
2. Application forms must be completed and signed by a medical doctor. The form shall specify at a minimum the diagnosis, treatment plan, and estimated length of the absence from work. Completed application forms shall be forwarded to the Human Resources Coordinator's office.
3. The doctor's estimated length of absence will be used as the basis for determining the number of hours from the pool credited to the participating officer. Any unused balance will be returned to the pool. Should the illness, as certified by a doctor, extend beyond the original estimate, then additional time from the pool will be credited to the officer.

H. Periodic Certification

1. Once leave through the pool has begun, the participant must have his/her doctor periodically recertify his/her condition if necessary. In other words, if the employee is out of work beyond the doctor's initial estimate of the duration of the leave, then the employee's doctor should again certify the condition as in G above. Forms for this purpose will be supplied by the PPOA. Completed forms shall be forwarded to the Human Resources Coordinator's office.
2. When the Borough has reason to doubt the validity of the participant's medical certification, a second medical opinion will be required from a doctor of the Borough's choosing. If the second opinion differs from the first opinion, then the Borough may seek a third opinion from a doctor who is selected jointly by the Borough and the participant. The third opinion will be final and binding on the Borough and the participant. The Borough will pay all costs associated with the second and third opinions.

I. Final Certification

1. Before returning to duty, the participant is required to submit a final certification from his doctor stating that the employee is able to resume his essential job functions, with or without accommodation. Forms for this purpose will be supplied by the PPOA. Completed forms shall be forwarded to the Human Resources Coordinator's office.

J. Participant Responsibilities

1. It is the participant's sole responsibility to ensure that the application and certification forms are submitted to the Human Resources Coordinator's office in a timely manner. Refusal to do so may result in rejection or termination of leave.

K. Eligibility

1. To be eligible to participate in the program, officers must have served a minimum of one year as a Pottstown police officer and be covered by the Pottstown Police collective bargaining agreement.

ARTICLE IV - RETIREMENT

SECTION 401 - PENSION

A. All full-time police officers shall be members of the Police Pension Fund in accordance with the terms and conditions as set forth in the Borough's Ordinance 1679, August 12, 1991, as amended by Ordinance 1777 and Ordinance 1854. (See Attachment I).

B. Summary of Benefits

Full Retirement	- 50 years of age with at least 25 years of service.
Basic Benefit	- 50% of final average salary of last 36 months.
Service Increment	- up to \$200 per month for service beyond 25 years. This benefit shall be paid in addition to any COLA provided that it shall not cause an After 20 Years Retired COLA to exceed 100% of final average compensation.
Survivor's Benefit	- for officers who retired after 1/1/80, a minimum of 50% of benefit officer was receiving; for service-connected disability 100% of benefit officer was receiving or eligible to receive; for service connected death, 100% of officer's salary at time of death.
Service-Connected Disability Vesting	- 75% of final average salary of the last 365 days of employment. - after 12 years of service.
Military Service Purchase	- can purchase or Borough can purchase up to 5 years of military service performed prior to employment, including Reserve and National Guard time.
Workers Comp. Offset	- there is no workers compensation offset.
Social Security Offset	- there is no social security offset except for social security disability benefits for the same injury.
Early Retirement	- twenty (20) years and out. Fifty percent (50%) of final average salary of last 36 months adjusted for the service compared to the superannuation date. Benefits to commence on the day of early retirement.
Cost of Living	- provided to superannuated retirees, adjusting the pension allowance to provide a maximum of 75% of the final average compensations used to compute retirement benefits. Adjustments based on Philadelphia area CPI; for officers retiring after 1/1/95 - capped at 7 1/2% of final average compensation; for officers retiring after 8/11/97 - capped at 15% of final average compensation; for officers retiring after _____ - capped at 25% of final average compensation.

C. Pension Investment/Board

The Borough agrees to maintain as members of the Pension/Investment Board at least three (3) full-time police officers, at all times.

D. Member Contributions

1. The amount of the member contribution rate shall be set by Borough resolution each year. Each year the Plan Actuary shall conduct a study to determine what the percentage rate of member contributions needs to be for the following Plan year.
 - a. This rate, if five percent (5%) or less shall be effective for January 1st of the following year.
 - b. If the rate is determined to be more than five percent (5%), the Borough shall negotiate with the Association to determine the actual rate to be applied.

2. Member contributions are restricted to a maximum of eight percent (8%) of gross compensations.
 - a. Annual member contributions may be reduced below five percent (5%) but no less than one-half ($\frac{1}{2}$) of one-tenth ($1/10^{\text{th}}$) of one percent (1%) of .0005% of gross compensation.
 - b. The Borough will reduce or eliminate member contributions at any time after January 1st should the Actuary determine that such reduction or elimination is appropriate. If contributions are to be eliminated, it shall be done such that the average annual member contributions are equal to or slightly higher than .0005% of gross annual compensation.
3. Should the Borough disagree with the contribution rate recommended by the Plan Actuary, the Borough reserves the right to question, review, or reevaluate such recommendation if the Borough reasonably believes that a reduction in the member contributions will adversely affect the integrity of the Fund. The Borough will provide documentation/calculations from its own actuary to support such question, review, or reevaluation. Should a question, review or reevaluation be made, a meeting will then be conducted between the Borough, its Actuary, the Pension/Investment Board and its Actuary for the purpose of discussing and reaching an agreement on what the member contribution rate shall be for the following year. Should this occur, the rate recommended by the Actuary will be temporarily implemented until such time that the meeting and agreement takes place.

SECTION 402 - RETIREMENT BENEFITS

A. Retiree Health Insurance

1. All officers retiring on or after July 1, 1989 shall be eligible for Health Insurance benefits equivalent to basic Blue Cross-Blue Shield and Major Medical coverage (\$100 deductible, 20% co-pay) on an individual basis under the following conditions:
 - a. The cost to the Borough for such coverage shall never exceed the cost of securing such coverage at the time of retirement.
 - b. The obligation to provide such coverage shall cease immediately upon the retired officer becoming eligible for coverage under any other health insurance plan, either as an employee or as a dependent of an employee or whether such coverage is provided on a contributory or non-contributory basis.
 - c. Coverage will include:
 1. Hospital Coverage
 2. Doctor & Surgeon's Coverage
 3. Major Medical

* Detailed policy explanation is outlined in Attachment II.
 - d. Retired officers shall be reinstated into the retiree health insurance plan when the retired officer is no longer covered by other health insurance coverage plans as described in A-1.
 - e. The Borough shall furnish proof of medical insurance rates to all officers, retiring after July 1, 1989, and before January 1, 1999, in effect at the time of their retirement and additionally thereto, proof of any cost increases on an annual basis. The rates and cost increases shall be what the Borough is actually paying for the coverage. The retirees shall pay the difference between the rate in effect at the time of retirement and the new higher rate (if any). The Borough shall pay all claims payable within thirty (30) days of their submission or shall provide a written explanation as to why a longer delay is necessary. Should the Borough discontinue having medical insurance provided by a medical insurance carrier, then, in that event, the Borough must negotiate a standard rate with the Association, which rate shall not

be greater than the current average market rate for similar coverage in the Southeastern Pennsylvania region.

- f. If any retiree becomes eligible for Medicare, the basic medical coverage will be replaced with Medicare Supplemental Insurance Plan H, or equal.
2. For any officer retiring on or after January 1, 1999 under superannuation or service-connected disability, the Borough shall provide to the retired officer, officer's spouse and officer's dependent children, medical, prescription and dental coverage commensurate with that in effect for officers on active duty.
 - a. Coverage for spouses and dependent children shall be limited to those persons related to the officer at the time of his/her retirement and who qualify under the standards of the medical plan for active officers.
 - b. Officers, spouses and dependent children shall receive this benefit without paying any premium.
 - c. Should the officer or spouse become eligible for reasonably comparable coverage from another plan, the Borough may, at its sole discretion, elect to pay the premium for this coverage under another plan and thereby no longer be obligated to provide coverage under the Borough plan to the persons covered under another plan.
 - d. If the officer or spouse becomes eligible for reasonably comparable coverage from another plan, and no premium payment is required, then the Borough's obligation to provide coverage for the persons covered under another plan shall cease immediately.
 - e. Should the officer or spouse lose such coverage as described in subparagraphs c or d, the Borough shall immediately resume coverage for these persons under the Borough plan.
 - f. Officers shall provide evidence to the Borough, upon request, (using the prudent man rule) that they, or their spouse, are not eligible for coverage under any other health insurance plan as described in subparagraph c or d. The frequency of these requests shall not be unreasonable.
 - g. The Borough's obligation to provide medical coverage for the officer or spouse shall cease upon their attaining eligibility for Medicare. Provided, however, that the Borough shall provide a 30 day grace period to allow the officer or spouse to become enrolled in Medicare. During this grace period coverage under the Borough plan shall continue in full force. Once the retiree or spouse is enrolled in Medicare, the Borough shall provide, without premium payment from the officer or spouse, carve-out coverage of 65 Special insurance, Medicare Plan A and Plan B coverage (or better plans if available).
 - h. For further clarification it is agreed and understood that if a retiree predeceases his/her eligible spouse that the surviving spouse shall continue the same benefits as if the retiree was living. Accordingly, it would be the Borough's obligation to provide coverage for the surviving spouse, as set forth in this section.
 - B. Officers leaving the service under conditions of superannuated retirement or disability retirement shall receive a ten thousand (\$10,000) life insurance policy providing the policy shall be owned and administered by the Borough and shall have no cash surrender value. The Borough shall supply evidence of the policy, to the officer, within thirty (30) days of separation. The value of the policy shall not be reduced.
 - C. A police officer, upon superannuated retirement, shall be given his/her official police badge, or upon a service connected death, the police officer's badge shall be given to a member of his/her family.

- D. Upon retirement, a police officer shall be given an identification card the same as an active member except that on the back of the card shall be printed the word "RETIRED".
- E. All officers retiring, under any conditions, shall be paid all compensations and bonuses due on the next payday following their effective retirement or termination date.
- F. Active officers shall contribute 2% of base compensations (except longevity, education incentive, residency, cashed-in-leaves, and any other special pay) towards the cost of retirement medical coverage. These contributions shall be tax deferred on the W-2 wage statement form.

SECTION 403 - DEFERRED RETIREMENT OPTION PLAN (DROP)

- A. Eligibility: Any member who has reached his/her normal retirement date may elect to become a participant in the DROP.
- B. Election to Participate: Election to participate in DROP is irrevocable. The member shall make the election by using forms and procedures as prescribed by the Trustee. The documentation that must be executed before a member may participate in the DROP Program shall include a provision releasing the Borough from any liability with regard to investment and other losses and shall contain an acknowledgement that any fees, commissions and administrative costs attributable to DROP participation shall be the sole and exclusive responsibility of the Police Officer. As a condition precedent to participation in DROP, the Officer must also acknowledge and agree to hold the Borough harmless for any consequences of the Officer's decision to participate in DROP, including, but not limited to any tax consequences or implications of DROP participation and/or any monetary loss incurred as the result of DROP participation.
- C. DROP Pension Payments: Upon entry into the DROP, a member's Service and Average Applicable Compensation shall be frozen and his/her monthly DROP pension payment shall be calculated as if he/she had actually retired on the date he/she entered the DROP. The monthly DROP pension payment, plus any applicable COLA, shall be paid to an Individual DROP Investment Account. The Trustee or a third-party administrator shall maintain the Account.
- D. Individual DROP Investment Account: Each member shall select the investments in his/her individual investment account from an array of options as selected by the Trustee. The Trustee may select a third-party to provide mutual fund or other investment options, record-keeping and reporting to the members and the Trustee. All investment and administration costs shall be charged against the individual DROP Investment Accounts of the participants. The DROP account shall be a self-directed investment vehicle with the officer having exclusive control over the investment of his or her DROP account monies. The Borough shall have no responsibility, and makes no guarantee, for the performance of any investments made by the officer, nor shall the Borough guarantee or be required to guarantee that an officer's DROP account generate a specific amount of earnings, interest, or income or any earnings, interest or income at all. Any investment losses occurring in an Officer's DROP account shall be the sole and exclusive responsibility of the officer, and the Borough shall have no liability or responsibility for the same. Likewise, the Borough's establishment of a DROP shall not be construed to endorse any retirement vehicle, investment manager, fund, stock or other investment, nor shall the DROP be construed as providing tax advice or other information to retirees. By entering into the DROP, each participating officer holds the Borough harmless for any tax, investment, financial or other consequences of the DROP program or the officer's participation therein. As a condition of DROP participation, each Officer acknowledges that investing funds involves the risk of loss and that he/she should consult a professional prior to making any decisions.
- E. Maximum Participation: The maximum period of participation in the DROP is thirty-six (36) months. Once the maximum participation has been achieved, the member must terminate employment and separate from service.

F. Distribution Options: Commensurate with DROP participation a member shall make an election, on forms designated by the Trustee, of the payout option(s) he/she wishes at the termination of the DROP period. This election may be changed at any time prior to termination. The distribution options are as follows:

- (1) A full and single lump sum distribution.
- (2) Rollover to another qualified retirement plan (as permitted by law) or to an IRA.
- (3) Purchase of an Annuity.
- (4) Keep the Monies in the Individual DROP Investment Account.

Monies kept in the Individual DROP Investment Account may be withdrawn in any manner desired by the member.

G. Beneficiary Designation: Commensurate with DROP participation a member shall make an election, on forms designated by the Trustee, of the beneficiary or beneficiaries he/she wishes to receive the monies in his/her Individual DROP Investment Account in the event of his/her death before all amounts have been distributed.

H. Disability: A member who becomes permanently disabled during the DROP period and retires from service shall immediately receive a service connected disability pension benefit as provided for under ARTICLE IV, SECTION 401, B of the CBA. Such member shall also have immediate access to all funds deposited into his/her DROP Investment Account. The participant will then have access to distributions from his/her Individual DROP Investment Account.

I. Other Aspects of Employment: Except as otherwise stated above, members participating in DROP shall be eligible for the same benefits as any other member. An officer's election to participate in the DROP program shall in no way be construed as a limitation on the Borough's right to suspend, demote or to terminate a Police Officer for just cause or to grant the Police Officer an honorable discharge based upon a physical or mental inability to perform his or her duties.

J. Killed In The Line Of Service: In the event a member is killed in service, his/her family shall be entitled to a monthly pension, payable until his/her death, equal to 100% of the compensation the member was receiving under the CBA at the time the member was killed.

K. Amendment: Any amendments to the DROP Ordinance shall be consistent with the provisions covering deferred retirement option plans set forth in any applicable collective bargaining agreement and shall be binding upon all future DROP participants and upon all DROP participants who have balances in their deferred retirement option accounts. The DROP Plan may only be amended by a written instrument, not by any oral agreement or past practice.

L. Change in Law: In the event that the DROP provision is declared invalid or illegal through a final determination by a court of competent jurisdiction, the Police Officers shall have the right to bargain in accordance with Act 111 over the impact of such determination.

ARTICLE V - EQUIPMENT

SECTION 501 - POLICE DEPARTMENT EQUIPMENT

A. VEHICLE INSPECTION

1. Police vehicles may be inspected by the Borough's employed mechanic regardless of vehicle age or mileage in accordance with the following conditions:

- a. Neither the Borough of Pottstown, its elected or appointed officials, agents or employees shall order, imply, or otherwise suggest that the employed mechanic pass a vehicle as safe to use if said vehicle does not pass Pennsylvania State Inspection.
- b. If the Pottstown Police Officers Association indicates that a vehicle is no longer in compliance, the Association shall immediately notify the Borough Manager, Chief of Police and the employed Borough mechanic in writing and said vehicle shall be taken for reinspection by the employed mechanic. The vehicle shall not be returned to service until the reinspection is completed.
- c. If after Step b, the Pottstown Police Officers Association feels that said vehicle is not in compliance with Pennsylvania State Inspection Laws, the Association may notify the Pennsylvania State Police garage inspector who shall make the final determination.
- d. The Borough further agrees to take no action against any member of the Pottstown Police Officers Association who in good faith enforces any items of these conditions or who shall enforce any of the sections of the Pennsylvania Motor Vehicle Code against improperly inspected and unsafe vehicles.

ARTICLE VI - INSURANCE

SECTION 601 -

HOSPITALIZATION, MAJOR MEDICAL, DENTAL, VISION and PRESCRIPTION INSURANCE

A. Hospitalization, Major Medical, Dental, Vision and Prescription

All full-time police officers of the Borough shall be covered under the Borough's hospitalization insurance as described in Attachment III.

Dependents are:

1. Wife or husband by valid marriage contract who are in a state of marriage including common law marriage;
2. An unmarried, biological or legally adopted child from birth to age 19, receiving more than fifty percent of support from the officer;
3. A step-child, from birth to age 19, receiving more than fifty percent of support from the officer and residing with the officer;
4. An unmarried, biological child, legally adopted child, or step-child, age 19 to 23, enrolled full-time at a high school or an accredited secondary school, college or university, or institute for training of nurses, receiving more than fifty percent of support from the officer;
5. Dependent children described above who attain the age of 19 years and who continuously remain dependent upon the officer because of physical or mental conditions, who are not covered for medical care by other government programs.

B. Benefit Book

A copy of a current officers insurance benefit book with updated pages for changes in benefits when applicable shall be provided and distributed.

C. Contributions

No contributions are made by officers; the Borough pays full costs for officer and dependent coverage.

D. Pre-Certification Program

The Employer will implement, as of January 1, 1990, a "pre-certification program" for hospital stays, which will require each officer to contact a designated agency for certification prior to being admitted for hospital confinement.

E. Prescription Plan

The Employer shall continue to provide, in force for each officer and their dependents, coverage under the present Prescription Plan. Provided, however, officers shall contribute Twenty Dollars (\$20.00) for name brand prescriptions when not required by the doctor and Ten Dollars (\$10.00) for generic prescriptions and name brand prescriptions required by the doctor.

- F. The Borough reserves the right, in its sole discretion, to change carriers or policies; provided, however, that any benefit reductions or eliminations must be expressly approved by the Association. The Association shall not unreasonably withhold approval of changes.

SECTION 602 - LIFE INSURANCE

- A. Each full-time police officer shall be provided with a fifty thousand dollar (\$50,000.00) life insurance policy, while employed by the Borough, which shall apply on a twenty-four (24) hour basis.
- B. Upon retirement or termination, an officer shall have the option of converting this coverage to personal coverage at the officer's expense.

SECTION 603 - ACCIDENTAL DEATH AND DISMEMBERMENT

- A. The Borough shall provide each full-time officer with a forty thousand dollar (\$40,000.00) accidental death and dismemberment insurance provision, which shall apply on a twenty-four (24) hour basis.

SECTION 604 - CIVIL LIABILITY AND FALSE ARREST INSURANCE

- A. The Borough shall provide civil liability and false arrest insurance for the benefit of police officers.

SECTION 605 - WORKERS' COMPENSATION

- A. All police officers sustaining a work related injury are entitled to Workers' Compensation.
- B. Upon request, the Borough shall contact the administrator to make inquiry concerning the status and payment of medical claims.

SECTION 606 - AMERICANS WITH DISABILITIES ACT (ADA)

- A. Nothing contained within this Agreement shall hinder the Borough from fulfilling the requirements of the ADA.

ARTICLE VII – DISPUTES

SECTION 701 - GRIEVANCE AND ARBITRATION PROCEDURE

A. Definitions

1. **Grievance:** A grievance is a claim by a police officer or the Association, based upon the interpretation, application or violation of policies, agreement and administrative decisions affecting a police officer or police officers which, it is alleged, violated the terms of this Agreement and which include matters of discipline including discharges.
2. **Aggrieved Person:** An aggrieved person is a person or persons or the Association making the claim.
3. **Party in Interest:** A party in interest is the person or persons making a claim and any person including the Association, or the Borough, which may be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to seek at the lowest possible level, equitable solutions to the problems, which may from time to time arise, which affect the terms and conditions of the written

Agreement. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Remedy

Grievances are limited to matters involving interpretation of this Agreement, including matters of discipline. If the Borough or Chief of Police fails to respond in a timely manner in any step of the grievance procedure, the grievance is automatically denied and proceeds to the next step.

D. Procedural Steps

1. Step 1

Before reducing a grievance to writing, the police officer shall contact his/her representative for the purpose of resolving the dispute informally with the immediate supervisor.

2. Step 2

In the event a grievance, when economic in nature, is not resolved at Step 1, it shall be presented in writing to the Borough Manager, or designated representative, within twenty-one (21) calendar days of its occurrence or knowledge of occurrence. The Borough Manager, or designated representative, shall respond to grievances that are economic in nature, in writing, to the police officer and the Association representative within seven (7) calendar days of its presentation.

Grievances that are non-economic in nature shall be forwarded to Step 3.

3. Step 3 Economic Disputes:

In the event a grievance, that is economic in nature, is not resolved at Step 2, an appeal must be presented in writing within fifteen (15) calendar days after the response at Step 2 to the Borough Manager. The Borough Manager, or designated representative, shall establish a conference on the matter within ten (10) calendar days. Such a conference shall be scheduled within twenty (20) calendar days of the Step 2 appeal. The Borough Manager, or designated representative, shall issue a written determination to the police officer and Association representative within seven (7) calendar days of the Step 3 appeal conference date.

Non-Economic Disputes:

A grievance when non-economic in nature shall be presented in writing to the Chief of Police within fifteen (15) calendar days of its occurrence or knowledge of occurrence. The Chief of Police shall establish a conference on the matter within ten (10) calendar days. Such a conference shall be scheduled within twenty (20) calendar days of the Step 1 appeal. The Chief of Police shall issue a written determination to the police officer and Association representative within seven (7) calendar days of the Step 3 appeal conference date.

4. Step 4

In the event the grievance has not been satisfactorily resolved at Step 3, a written notice for arbitration must be made within thirty (30) calendar days following the date that the Step 3 decision is due or delivered. Notice of the intent to proceed to arbitration must be served upon the Borough Manager and Chief of Police.

5. The arbitrator is to be selected by the parties, jointly, within seven (7) days after notice has been given. If the parties fail to agree on an arbitrator, either party may request the American Arbitration Association to provide a list of possible arbitrators for the purpose of selecting a neutral arbitrator in accordance with the rules of the American Arbitration Association.

The Arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement, or any other arbitration awards. The Arbitrator shall be confined to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issues. The Arbitrator shall be required to issue a decision including findings of fact and conclusions within

thirty (30) calendar days after the hearing or receipt of the transcripts of the hearing. The decision of the Arbitrator shall be final and binding on both parties. Fees and expenses of the Arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

E. Time Limits

Time limits contained in this section may be extended, by mutual agreement, in writing.

F. Processing

The police officer submitting a grievance and an Association representative, when required, and a reasonable number of witnesses shall be granted reasonable time during working hours (if required) to process grievances in accordance with this section without loss of pay or leave, providing police coverage is not compromised. For the purposes of this sub-section, the processing of grievances is defined as the actual presentation of the grievance and any discussions necessary involving the presentation. In any event, the total time allowed for each grievance shall be limited to what is reasonably needed to settle the grievance, with consideration to outside contributing factors (lawyers, hearing, etc.) The investigation and presentation related to minor grievances (pay disputes, etc.) shall be limited to thirty (30) minutes at each step of the grievance procedure.

G. Representation

Any Association member filing a grievance has the right to be accompanied by an Association representative at all steps of the grievance procedure.

H. Miscellaneous

1. The Association must receive notice of any grievance filed and must have an opportunity to appear with the grievant at all steps of the grievance procedure. The Association will provide the Borough with a list of Association representatives, and update it as necessary.
2. All grievance meetings and/or conferences, as provided for within this section, shall be conducted in private and shall include the grievant and his/her representatives, the Chief of Police and/or the Borough and their representatives and any witness that either party wishes to produce.
3. It is understood and agreed that if either party uses the services of an attorney, the expense incurred shall be borne by the party requesting such services.
4. Expenses of expert witnesses for either side shall be borne by the parties producing such witnesses.
5. The total costs of stenographer's records, which may be made, and transcripts thereof, shall be paid by the parties ordering same.
6. All decisions rendered by the Borough or Chief of Police at Step 2 and Step 3 of the grievance procedure shall be in writing setting forth the decision and the reasons thereof, and shall be transmitted promptly to all parties in interest and to Association.
7. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
8. Forms for the submittal of and response to grievances shall be prepared by the Borough and shall be given to the Association.

ARTICLE VIII - PERSONNEL MATTERS

SECTION 801 - SENIORITY

- A. All jobs within the police department shall be posted on a common bulletin board. Job opening notices shall be posted fourteen (14) calendar days prior to filling the position.
- B. Seniority is defined to mean an officer's length of continuous and uninterrupted service within the Pottstown Police Officers Association bargaining unit.
- C. An officer's continuous service record shall be broken by the following:
 - 1. Voluntary resignation.
 - 2. Discharge for just and proper cause.
- D. Where two or more officers of the same classification were appointed on the same date, then length of total service with the Police Department shall determine their seniority in classification. If length of total service with the Police Department is also the same, then seniority will be determined by their rating score on the Civil Service List. Should the rating score be the same, then seniority will be determined by lottery and method determined administratively.
- E. Seniority will be taken into consideration for shift bidding.
- F. The Borough shall establish and maintain two (2) seniority lists, one by department seniority and one by classification seniority. Provided a change has occurred, both seniority lists shall be updated at least once every six (6) months.
- G. Vacation selections shall be governed by seniority between January 1st and March 31st. The number of persons in a specific unit on vacation at any one time shall be determined by the supervisor in accordance with the department's work schedules. Vacation selection after March 31st shall be granted on a first come, first served basis.
- H. Seniority shall be utilized for holiday selection in the following manner: Officers may select a maximum use of sixteen (16) holiday hours per calendar year wherein approval will be granted based on seniority. Holiday use (except New Year's) must be requested between January 1st and March 1st in the year the holiday is to be used for seniority to apply. The calendar year, for purposes of this paragraph, is January 2nd through January 1st of the following year.

SECTION 802 - OFFICIAL STARTING DATE

- A. Police officers shall be sworn to duty prior to the official starting date. Official starting date or anniversary date, for the purpose of computing length of service, shall be recognized as the effective payroll authorization date. A new officer shall become a member of the Pottstown Police Pension Fund, initiate contributions, if required, and secure eligibility for any and all pension benefits on his/her official starting date.

SECTION 803 - RESIGNATIONS

- A. Any officer whose termination from service is sought may resign at any time. Officers should give two (2) weeks written notification to the Mayor and Chief of Police of resignation. The officer's work record and personnel file as it pertains to the resignation, except disciplinary actions, shall only show that the officer resigned of his/her accord.
- B. Any officer who terminates, for any reason, shall be paid all compensations and bonuses due before the end of the next full pay period following his/her effective termination date.

SECTION 804 - DISCRIMINATION

- A. The Borough and the Association agree that they shall not discriminate in any way on account of race, creed, religion, sex, national origin, political affiliation, handicap or age, as provided by law.

SECTION 805 - POLICY AND PROCEDURE

- A. Except for emergency situations, prior to any S.O.P. establishment, or change, the Borough agrees to first meet and discuss with the Association and consider the Association's input, then post the proposed S.O.P. or changes at least thirty (30) calendar days prior to the effective date of the S.O.P. or changes.
- B. A waiver of the thirty (30) day posting may be granted by the Association.

SECTION 806 - PERSONNEL FILES

- A. Disciplinary actions recorded in a police officer's service folder shall be permanently removed and delivered to the officer in question after a period of forty-eight (48) months from the disciplinary action's effective date, provided there has been no recurrence of the same or similar offense during that period. This benefit shall be retroactive to disciplinary actions imposed after January 1, 1974.

SECTION 807 - PROMOTIONS

- A. All promotions shall be made in accordance with State law and shall be made as soon as possible after the vacancy occurs. Within ninety (90) days of the effective date of the vacancy, Borough Council shall direct the Civil Service Commission to begin the examination procedure, provided no eligibility list exists. Promotions from the resulting eligibility list shall be made as soon as possible after the eligibility list has been certified.
- B. Eligibility lists shall be valid for a maximum period of two (2) years.
- C. All officers taking promotional examination tests shall be placed on the applicable eligibility list. There shall be no pass/fail on any portion of the testing procedure.

SECTION 808 - LEGAL AID

- A. If an officer is a defendant in a civil suit arising from the performance of his/her duties, the Borough shall immediately furnish counsel and defend the officer.
- B. In the event of settlement of any lawsuit involving any officer, the Borough shall provide said officer with a copy of any release obtained.

ARTICLE IX – MISCELLANEOUS

SECTION 901 - TRAINING

- A. All information received, by the Police Administration, on available schooling shall be posted on a common bulletin for consideration by all members of the Department. Officers shall be availed the opportunity to submit requests for available schooling prior to a selection by the Administration.

SECTION 902 - SPECIAL UNIFORMED ASSIGNMENTS

- A. Officers who wish to work for private persons or organizations in police related functions, while utilizing Borough owned equipment, and while performing such services within the Borough limits, may do so only when in conformance with rules governing such practices to be prescribed by Borough Council.
- B. Officers are prohibited from engaging in any type of security or other police function which requires the use of Departmental equipment including uniforms unless that employment has been arranged through the Department or the Borough.
- C. Any police related functions, which may or may not require the power of arrest, shall be compensated fully according to this Agreement and current law and the Borough shall accept full responsibility for all work related issues such as insurance and workers' compensation.

SECTION 903 - UNION BUSINESS AND FRATERNAL ORDER OF POLICE PARTICIPATION

- A. The official representative of the Association to the Fraternal Order of Police shall be permitted time off, without pay, when administratively feasible, for the purposes of attending official Fraternal Order of Police functions.
- B. Union activities conducted during working hours shall not result in loss of pay.

SECTION 904 - PART-TIME POLICE OFFICERS

- A. A part-time police officer is defined as a police officer who works up to and including thirty-two (32) hours per week.

SECTION 905 - OTHER DUTIES

- A. Officers shall not be required to transport animals (alive or dead), except in situations where there is a clear and present danger to the public.

SECTION 906 - COPY OF AGREEMENT

- A. The Borough shall print the Agreement between the parties at its cost and expense. Each officer covered by the terms of this Agreement shall be furnished one (1) copy of the Agreement.
- B. The Borough shall print the Agreement within sixty (60) days after the Agreement is signed by both parties, or after an arbitration award has been rendered and is finalized.

SECTION 907 - SEVERABILITY

In the event that any provisions of this Agreement are found to be in violation with existing statutes, by competent authority, the provisions of the statutes shall prevail. If any provisions herein are found to be invalid by a court or other authority having jurisdiction, then such provisions shall be considered void, but all other valid provisions shall remain in full force and effect.

In the event that any provision shall be held unlawful and unenforceable by competent jurisdiction, the parties agree to meet forthwith for the purpose of re-negotiating such provision in an attempt to reach a valid agreement.

SECTION 908 - TERM OF AGREEMENT

- A. Unless otherwise specified elsewhere in this Agreement, this Agreement shall have as an effective date, January 1, 2009; and shall remain in full force and effect to and including December 31, 2010 provided, however, that all rights and privileges appertaining to officers under the terms of the within Agreement shall continue until such time as a successor Agreement is reached.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATE SET FORTH OPPOSITE THEIR SIGNATURE.

Borough of Pottstown

4/28/09
Date

By: Raymond W. Lopez
Raymond W Lopez, Borough Manager

12/29/08
Date

By: Charles D. Garner, Jr.
Charles D. Garner, Jr., Borough Solicitor

Pottstown Police Officers Association

12-16-08
Date

By: Thomas Leahan
Thomas Leahan, Negotiations Chairman

12-16-08
Date

By: Brian Rathgeb
Brian Rathgeb, Representative

12/16/08
Date

By: Todd Richard
Todd Richard, Representative

4-27-09
Date

By: Michael A. Ponto
Michael Ponto, Representative

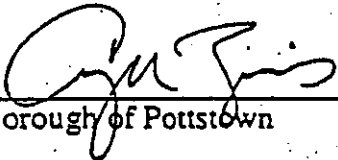
12/16/08
Date

By: Charles McClincy
Charles McClincy, Representative

TENTATIVE AGREEMENT - SIDE LETTER

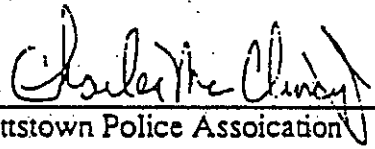
DOCUMENTS

- A. The Borough shall provide, to the Association, an original bound copy of the Borough's tentative budget and approved budget each year, within thirty (30) days of their printing and/or upon receiving a written request for each document.
- B. The Borough shall provide, to the Association, copies of Ordinances, Resolutions or otherwise written laws concerning any police contract matters to include, but not be limited to: pay, benefits and pension, within thirty (30) days of their printing and/or upon receiving a written request for each document.
- C. The Borough shall provide the Association one complete copy of all insurance policies, covering police officers on an annual basis or when the policies are changed, within thirty (30) days of their printing and/or upon receiving a written request for each document.



Borough of Pottstown

10-04-90
DATE



Pottstown Police Association

10/5/90
DATE

SIDE LETTER

**POLICY REGARDING THE RELATIONSHIP BETWEEN
THE HEART AND LUNG ACT / WORKERS' COMPENSATION ACT**

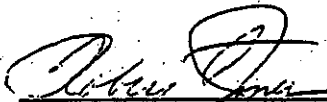
The following procedures will be followed by the Borough and Pottstown Police Officers in injury leave cases under the Heart and Lung Act and the Pennsylvania Workers' Compensation Act. These procedures will be subject to the collective bargaining agreement between the PPOA and the Borough of Pottstown.

1. Documenting Wage Benefits for Income Tax Purposes


Officers who have been out on injury leave because of a work-related injury will receive a W-2 from the Finance Office adjusted to reflect wages paid to the officer as a disability benefit under the Heart and Lung Act.

2. Worker's Compensation Wage Benefit Checks

Worker's compensation wage benefit checks will be signed over to the Borough in exchange for the officer's regular wage. Where the wage benefit check exceeds regular wages, the Borough will pay the officer the difference between the workers' compensation benefit and the regular wage.



Robert C. Jones, Borough Manager



Charles McClincy, Negotiations Chairman

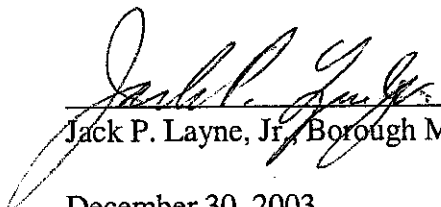
DATE: May 13, 1996

DATE: May 13, 1996


SIDE LETTER

DAYS TO HOURS

The Police Association agrees to have all time calculated in "hours" rather than "days". This is meant to assist the Borough in easier tracking of time. However, if at any point during the duration of this contract, another shift other than the current 8 hour day/40 hour work week be discussed or implemented, the Borough and/or Police Administration shall be required to negotiate the actual amount of time used in the calculation of vacation, holidays, sick days and any other time effected by a change of shift.



Jack P. Layne, Jr., Borough Manager
December 30, 2003



Kevin Keifrider, Negotiations Chairman
December 31, 2003

SIDE LETTER

PENSION ISSUES

The purpose of this Side Letter is to confirm and memorialize the understanding and agreement reached by the Borough and the PPOA with respect to changes to pension benefits contained in Article IV, Retirement, Section 401, Pension, (B), Summary of Benefits. This Side Letter shall explain and clarify the changes to the Summary of Benefits being amended in the Collective Bargaining Agreement and effective January 1, 2004, unless otherwise noted.

It is further the intent and understanding of both the Borough and the PPOA that the need to revise the Summary of Benefits contained in this section is based upon the new requirements of Act 30 as they relate to existing State Pension Law. In addition, a further purpose of the change to the Summary of Benefits is to attempt to comply with and address the concerns of the Pennsylvania State Auditor General set forth in a series of audits of the Pottstown Borough Police Pension Plan, which findings were first presented to the Borough in an audit dated July 22, 1998, and continuing to the present. The conclusions of the State Auditor General were set forth in Objective No. 1 (consisting of Finding No. 1 and Finding No. 2) and Objective No. 2. These Objectives indicated that in the Auditor General's opinion, the Police Pension Plan was not compliant with the requirements of Act 600 and the Auditor General had requested that the Borough undertake to address these issues at the earliest possible occasion.

With that background, the following Summary of Benefits contained in 401(B) are amended with the additional explanation set forth immediately following each benefit.

SERVICE INCREMENT - An actuarial study shall be conducted to determine the feasibility for a change in service increment. When at such time the plan actuary determines that the financial condition of the Fund (including increases in State Aid or member contributions) is such that this benefit can be increased with no additional cost to the Borough's general fund to pay the benefit, it shall be provided. The changes in the service increment shall be as follows:

1. A service increment of One Hundred Dollars (\$100.00) per month after 26 years of service;
2. A service increment of Two Hundred Dollars (\$200.00) per month after 28 years of service.

SURVIVOR'S BENEFIT - Upon the death of a retired member, or upon the death of an active member who was eligible for retirement at the time of death, the surviving spouse (or if none, the surviving minor child(ren) who have not, as yet, reached their 18th birthday, or their 24th birthday, if attending college - defined as enrolled in an institution of higher learning and carrying a minimum course load of seven credits per semester) shall receive a monthly pension equal to a minimum of fifty percent (50%) of the pension which such retired member was receiving or which such active member was eligible to receive if he/she had been retired at time of death.

1. In the event there is more than one eligible child to be paid a benefit, the entitled benefit shall be equally divided among the eligible children.

2. The survivor(s) shall be eligible to receive a minimum of fifty percent (50%) of any cost of living adjustment which the deceased retired/active member would have received had he/she still been living and may be eligible to continue to receive COLA increases until the total monthly benefit is equal to a maximum of sixty five percent (65%) of the final average salary of the deceased retiree/officer.

3. The survivor(s) of a service connected disability retiree shall receive a benefit equal to one hundred percent (100%) of the benefit the retiree had been receiving.

4. The surviving spouse shall continue to receive the monthly benefit and any cost of living adjustment (up to the maximum permitted under paragraph 2 above) until their death with one exception. Should the surviving spouse remarry, the monthly benefit (if greater than fifty percent (50%) of the benefit the deceased recipient was receiving or was eligible to receive at the time of death) shall be reduced to fifty percent (50%) of the benefit the deceased recipient was receiving or was eligible to receive at time of death. This benefit, once reduced, shall not be increased.

5. The survivor(s) of an active officer killed or dying in the line of service shall receive a pension benefit to be calculated at one hundred percent (100%) of the member's salary at time of death, which includes 100% of base compensation, annual longevity rate, annual education incentive, and annual residency bonus.

SERVICE-CONNECTED DISABILITY - Upon application or application of one acting in his/her behalf, a member shall be retired by the Board on a disability allowance if the physician designated by the Board, after medical examination of the member made at the place of residence of the member or at a place mutually agreed upon, shall certify to the Board that the member is unable to perform the duties of a police officer and the member is permanently disabled.

1. The disability benefit shall be equal to seventy five percent (75%) of the member's salary in the 365 days preceding the time the disability occurred and includes any accrued leave earned during the benefit calculation period.

2. The disability benefit shall not be reduced by the amount of any payments for which the member shall be eligible under the Act of June 2, 1915 (P.L. 736, No. 338), known as the "Pennsylvania Workmen's Compensation Act", or the Act of June 21, 1939 (P.L. 566, No. 284), known as the "Pennsylvania Occupational Deceased's Act".

3. If the retiree receives benefits for the same injuries under the Social Security Act, the disability benefit shall be reduced by the amount of such social security benefits.

4. Should a disability retiree die (and there are no eligible survivors) before the total disability retirement allowance received is at least equal to the amount of his/her accumulated deductions plus accrued interest at the time of the disability retirement, then the Board shall pay to the named beneficiary, if living, or if the named beneficiary predeceased the retiree, or no

beneficiary was named, then to the retiree's estate, an amount equal to the difference between such total retirement allowance received and the retiree's accumulated deductions, including regular interest.

NON-SERVICE CONNECTED DISABILITY - This benefit is eliminated for anyone retiring on or after January 1, 2004.

VOLUNTARY EARLY RETIREMENT - The provision for retirement after 24 years of service is eliminated for anyone retiring on or after January 1, 2004, and replaced as follows:

20 and Out Early Retirement

1. Any member with twenty (20) or more years of service who terminates prior to completion of superannuation retirement age and service requirements and who files a written notification for an early retirement with the Board shall receive the actuarial equivalent of a partial superannuation retirement benefit.

2. The benefit will be calculated by applying the percentage that the member's years of service bear to the years of service that the member would have rendered had the member continued to be employed until his superannuation retirement date to the gross pension amount calculated using the monthly average salary during the appropriate period prior to termination.

3. The actuarial equivalent of the partial superannuation retirement benefit shall be determined by actuarially reducing the partial superannuation retirement benefit to reflect that it will commence on the effective date of the early retirement rather than on the date which the member would have completed superannuation age and service requirements. The actuarial reduction shall be calculated using the actuarial assumptions reported in the last actuarial valuation report.

INVOLUNTARY RETIREMENT - This benefit is eliminated for anyone retiring on or after January 1, 2004.

COST OF LIVING - Any reference to "minus One Hundred Dollars (\$100.00)" shall be removed from the COLA provision. The COLA shall be applicable beginning with the second monthly benefit after retirement, utilizing the previous year's greater Philadelphia area non-clerical CPI, and then reapplied thereafter each February.

An actuarial study shall be conducted to determine the feasibility for an increase in the COLA. When at such time the Plan Actuary determines that the financial condition of the Fund (including increases in State Aid or member contributions) is such that this benefit can be increased with no additional cost to the Borough's general fund to pay for the benefit increase, the increase shall be provided. The increase shall be as follows:

1. For officers retiring after _____ (date to be determined by the Plan Actuary) the COLA shall be capped at twenty-five percent (25%) of final average compensation.

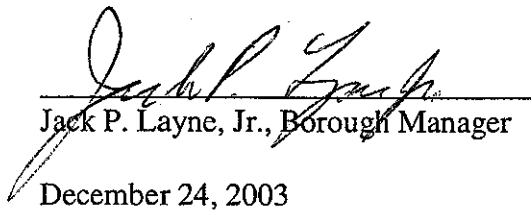
EXCESS INTEREST COLA - This benefit is eliminated for anyone retiring on or after January 1, 2004.

AFTER TWENTY YEARS RETIRED COLA - After the remainder of Act 600 COLA is provided; each year that the criteria which is the assets of the Plan must exceed the liabilities, and the Plan Actuary determines that this COLA can be provided with no additional cost to the Borough's general fund to pay for this COLA - are able to be met, an after 20 years retired COLA (which will eventually increase the monthly pension benefit to one hundred percent (100%) of final average compensation) shall be provided to all retirees.

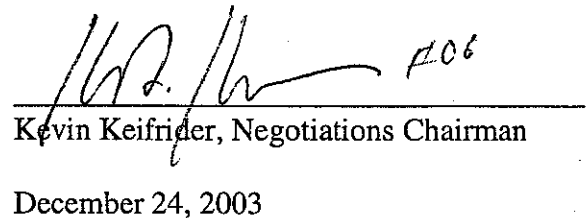
Once an increment is provided, the recipient shall continue to be entitled to that specific increase, however, in order to receive another increase, the criteria specified above must be met.

When provided to the retiree, the initial increase shall be the equivalent of the sum of all the annual CPI's since the retiree was provided a COLA increase.

Survivor's who have not remarried shall also receive this COLA provided it has been at least 20 years since the deceased retiree had retired. These eligible survivors shall receive COLA increases until the total benefit received is equal to sixty-five percent (65%) of the final average salary of the deceased retiree.



Jack P. Layne, Jr., Borough Manager
December 24, 2003



Kevin Keifrieder, Negotiations Chairman
December 24, 2003