

**BOROUGH OF ALBURTIS
LEHIGH COUNTY, PENNSYLVANIA**

Ordinance No. 513

(Duly Adopted December 23, 2013)

AN ORDINANCE APPROVING AND IMPLEMENTING AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOROUGH OF ALBURTIS AND THE ALBURTIS POLICE OFFICERS' ASSOCIATION FOR THE YEARS 2012-2014, PROVIDING FOR A CHANGE IN THE HEALTH, DENTAL, AND VISION BENEFIT PLANS PROVIDED BY THE BOROUGH EFFECTIVE JANUARY 1, 2014, AND SUSPENDING, FOR 2014 ONLY, EMPLOYEE CONTRIBUTIONS TO THE COST OF HEALTH COVERAGE.

WHEREAS, the Borough Council of the Borough of Alburtis and the Alburtis Police Officers' Association, the collective bargaining representative of the police officers of the Borough, have agreed to an amendment to their collective bargaining agreement for calendar years 2012, 2013, and 2014; and

WHEREAS, Borough Council approves the terms of the amendment in the form attached hereto and desires to implement the agreement as so amended upon the full execution of the amendment;

NOW, THEREFORE, be it **ORDAINED** and **ENACTED** by the Borough Council of the Borough of Alburtis, Lehigh County, Pennsylvania, as follows:

SECTION 1. Alburtis Codified Ordinances § 11-201(d) (relating to Salaries and Compensation—Collective Bargaining Agreements—Police—2012-2014) is amended by adding the following new subparagraphs (5) through (8) thereto:

(5) Amendment Approved. Borough Council hereby approves an amendment to the collective bargaining agreement with the Al-

burtis Police Officers' Association for calendar years 2012-2014 in the form attached to Ordinance 513.

(6) Execution. The President (or Vice President) of Borough Council and the Executive Secretary of the Borough are hereby authorized and directed to execute an amendment to the collective bargaining agreement in the form approved under paragraph (5), *provided that* such agreement is first executed by the authorized representatives of the Albury Police Officers' Association.

(7) Implementation. All officers, agents, and employees of the Borough are hereby directed to implement the terms and conditions of the collective bargaining agreement as amended by the document executed under paragraph (6).

(8) Inconsistent Ordinances Superseded. Any provision of the Albury Codified Ordinances or any other Ordinance or Resolution which is inconsistent with any of the terms of the collective bargaining agreement as amended by the document executed under paragraph (6) is superseded to the extent of the inconsistency.

SECTION 2. The attached form of amendment to the collective bargaining agreement is incorporated into this Ordinance by reference.

DULY ORDAINED and **ENACTED** by the Borough Council of the Borough of Albury, this 23rd day of December, 2013, in lawful session duly assembled.

BOROUGH COUNCIL
BOROUGH OF ALBURY

Steven R. Hill, President

Attest:

Sharon Trexler, Executive Secretary

AND NOW, this 23rd day of December, 2013, the above Ordinance is hereby
APPROVED.

Kathleen Palmer, Mayor

AMENDMENT NO. 1 TO
ALBURTIS POLICE
2012-2014 COLLECTIVE BARGAINING AGREEMENT

This Agreement, is made this 23rd day of December, 2013, by and between:

The **Borough of Alburdis**, a Pennsylvania municipal corporation, with offices at 260 Franklin Street, Alburdis, Lehigh County, Pennsylvania (the “**Borough**”); and

The **Alburdis Police Officers’ Association**, a Pennsylvania unincorporated association which maintains an address at 5426 Doris Drive, Allentown, Lehigh County, Pennsylvania (the “**Association**”).

Whereas, the parties have entered into collective bargaining concerning the terms and conditions of employment of police officers in the Borough for calendar years 2012 through 2014; and

Whereas, the parties have agreed to amend the collective bargaining agreement as set forth below.

Now, Therefore, the parties agree to amend § 18 of their collective bargaining agreement as set forth below (with deletions indicated by ~~strike-outs~~ and insertions indicated by double underlining), effective as of January 1, 2014, hereby ratifying and confirming all of the provisions of the existing collective bargaining agreement except as modified below:

§ 18 Health Insurance.

(a) Medical Coverage—Active Full-Time Officers.

(1) In General. During the term of this Agreement, the Borough shall make available to each of the Full-Time Officers a program of medical coverage for Full-Time Officers and their eligible dependents. ~~The~~ For calendar years 2012 and 2013, the

program shall consist of the product known as HMO 10/10/50 Direct Access with Rx-Option 8, as offered and renamed from time to time by Keystone Health Plan Central (or other affiliate of Capital Blue Cross which takes over that product), or substantially equivalent or superior coverage offered by other insurance carrier(s) or health maintenance organizations/paid provider organizations. For calendar year 2014, the program shall consist of the product known as Healthy Benefits PPO 0 . 0 \$10 PD . Rx \$0, as offered and renamed from time to time by Capital Advantage Assurance Company (or other affiliate of Capital Blue Cross which takes over that product).

(2) Employee Contributions to Premiums. Except as provided in paragraph (3), each Full-Time Officer shall contribute each calendar month to the cost of the coverage provided for that month by the Borough under paragraph (1) as elected by the Officer from among the options offered by the insurance carrier/organization (e.g., single, employee & child, employee & spouse, employee & children, family). The monthly amount shall be a percentage of the premium charged to the Borough by the carrier/organization for the medical coverage option selected by the Officer, as follows:

<u>Year</u>	<u>Percentage</u>
2012	5.0%
2013	5.5%
2014	6.0%

However, the monthly employee contribution shall be suspended for calendar year 2014, so that no Full-Time Officer must contribute any amount towards coverage under the new Healthy Benefits PPO plan in 2014. One-half of the monthly employee contribution shall be deducted from the first paycheck in the month and one-half of the monthly employee contribution shall be deducted from the second paycheck in the month.

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(c) Dental Coverage. During the term of this Agreement, the Borough shall make available to each of the Full-Time Officers, at the Borough's cost, a program of dental coverage for Full-Time Officers and their eligible dependents. The For calendar

years 2012 and 2013, the program shall consist of the product known as Dental Plus Plan 100/80/50/50 Multi Coverage Credit, as offered and renamed from time to time by Keystone Health Plan Central (or other affiliate of Capital Blue Cross which takes over that product), or substantially equivalent or superior coverage offered by other insurance carrier(s) or health maintenance organizations/paid provider organizations. For calendar year 2014, the program shall consist of the product known as Healthy Dental PPO Classic Enhanced, as offered and renamed from time to time by Capital Advantage Assurance Company (or other affiliate of Capital Blue Cross which takes over that product).

(d) Vision Coverage. During the term of this Agreement, the Borough shall make available to each of the Full-Time Officers, at the Borough's cost, a program of vision care coverage for Full-Time Officers and their eligible dependents. ~~The~~ For calendar years 2012 and 2013, the program shall consist of the product known as Vision Plan 12/10 Plus Multi Coverage Credit, as offered and renamed from time to time by Keystone Health Plan Central (or other affiliate of Capital Blue Cross which takes over that product), or substantially equivalent or superior coverage offered by other insurance carrier(s) or health maintenance organizations/paid provider organizations. For calendar year 2014, the program shall consist of the product known as Healthy Vision 12/10 Plus, as offered and renamed from time to time by Capital Advantage Assurance Company (or other affiliate of Capital Blue Cross which takes over that product).

In Witness Whereof, the parties, by their authorized representatives, have signed this agreement as of the day and year first above written, intending to be legally bound.

Attest:

BOROUGH OF ALBURTIS

Sharon Trexler, Executive Secretary

By: _____
Steven R. Hill, President of Borough Council

Witness:

ALBURTIS POLICE OFFICERS'
ASSOCIATION

By: _____
Raymond Bulger, Authorized
Representative

By: _____
Christopher Lubenetski, Authorized
Representative