

**BOROUGH OF ALBURTIS  
LEHIGH COUNTY, PENNSYLVANIA**

Ordinance No. 568

(Duly Adopted December 8, 2021)

AN ORDINANCE APPROVING AND IMPLEMENTING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOROUGH OF ALBURTIS AND THE ALBURTIS POLICE OFFICERS' ASSOCIATION FOR THE YEARS 2022-24, INCLUDING PROVISIONS RELATING TO DEFINITIONS, TERM (2022-2024), BASE COMPENSATION (INCLUDING INCREASES FOR THE FIRST YEAR OF BETWEEN 2.60% AND 5.18% FOR FULL-TIME OFFICERS AND BETWEEN 11.74% AND 14.40% FOR PART-TIME OFFICERS, AND FOR THE SECOND AND THIRD YEARS OF BETWEEN 3.00% AND 3.42%, AND CREATING ADDITIONAL HOURLY-RATE CATEGORIES BASED ON YEARS OF EMPLOYMENT), OVERTIME, SHIFT DIFFERENTIAL, LONGEVITY PAY, DISCRETIONARY BONUSES AND HIRING BONUSES, HEARINGS, CALL-OUT DUTY, HOURS WORKED, TRAINING, HOLIDAYS, VACATIONS, PERSONAL DAYS, SICK OR INJURY LEAVE (INCLUDING AN INCREASE IN THE LIMITED CASH-OUT AT RETIREMENT), BEREAVEMENT LEAVE, MILITARY LEAVE, SHORT-TERM DISABILITY PLAN, LONG-TERM DISABILITY INSURANCE, LIFE INSURANCE, FUNERAL COST DONATION CAMPAIGN FOR OFFICERS WHO DIE FROM CAUSES RELATED TO THEIR EMPLOYMENT, HEALTH INSURANCE (INCLUDING MAKING BOROUGH DENTAL AND VISION PLANS PROVIDED TO NON-UNIFORMED EMPLOYEES AVAILABLE FOR PURCHASE BY FULL-TIME POLICE OFFICERS VIA THE BOROUGH'S CAFETERIA PLAN OR OTHERWISE), PENSION PLAN, EDUCATIONAL MERIT AWARD FOR EARNING CERTAIN EDUCATIONAL DEGREES, GUN RANGE, SCHEDULING, UNIFORMS AND EQUIPMENT (INCLUDING AN INCREASE IN THE ANNUAL UNIFORM ALLOWANCE, AND AN ADDITIONAL SET OF SUMMER AND WINTER UNIFORMS FOR PART-TIME OFFICERS), VOLUNTARY PAYROLL DEDUCTIONS, PHYSICAL AND MENTAL EXAMINATIONS, WRITTEN REPRIMANDS, GRIEVANCE PROCEDURE, CIVIL SERVICE, ACTING CHIEF, MEET AND DISCUSS MEETINGS, RESERVATION OF RIGHTS, APPLICABLE LAW, AND SEVERABILITY; AND ALSO AMENDING THE CODIFIED ORDINANCES TO CONFORM TO THE NEW COLLECTIVE BARGAINING AGREEMENT (INCLUDING THE CAFETERIA PLAN).

**WHEREAS**, the Borough Council of the Borough of Alburdis and the Alburdis Police Officers' Association, the collective bargaining representative of the police officers of the Borough, have successfully completed negotiations for a collective bargaining agreement for calendar years 2022, 2023, and 2024; and

**WHEREAS**, the Alburdis Police Officers' Association has already executed the new collective bargaining agreement; and

**WHEREAS**, Borough Council approves the terms of a collective bargaining agreement for such years in the form attached hereto and desires to implement the agreement upon the full execution of the agreement; and

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

**SECTION 1.** Codified Ordinances § 11-105 (relating to Salaries and Compensation—In General—Police Department) is amended by adding a new subsection (g) thereto as follows:

(g) **2022-2024.** The rate of compensation for members of the Police Department other than the Chief of Police for the years 2022 through 2024 shall be as provided in the Alburdis Police 2022-2024 Collective Bargaining Agreement. *See* § 11-201(g) (relating to Police Collective Bargaining Agreement).

**SECTION 2.** Codified Ordinances § 11-201 (relating to Salaries and Compensation—Collective Bargaining Agreements—Police) is amended by adding the following new subsection (g) thereto:

**(g) 2022-2024.**

**(1) CBA Approved.** Borough Council hereby approves a collective bargaining agreement with the Alburtis Police Officers' Association for calendar years 2022-2024 in the form attached to Ordinance 568.

**(2) Execution.** The President (or Vice President) of Borough Council and the Borough Manager are hereby authorized and directed to execute a collective bargaining agreement in the form approved under paragraph (1).

**(3) Implementation.** All officers, agents, and employees of the Borough are hereby directed to implement the terms and conditions of the executed collective bargaining agreement.

**(4) Inconsistent Ordinances Superseded.** Any provision of the Alburtis Codified Ordinances or any other Ordinance or Resolution which is inconsistent with any of the terms of the executed collective bargaining agreement is superseded to the extent of the inconsistency.

**SECTION 3.** Codified Ordinances § 12-403 (relating to Personnel Policies—Benefits—Health and Hospitalization) is amended by amending subsection (a) as follows (with deletions indicated by ~~strike-outs~~ and insertions indicated by double underlining):

**§ 12-403 Health & Hospitalization.**

**(a) In General.** \* \* \* As of January 1, ~~2015~~ 2022, the coverage provided under this Section is the product known as ~~Healthy Benefits PPO 2000 . 0 PD . Rx \$0~~ Gold PPO 2000/0/20 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). To the extent this Section is inconsistent with the provisions of the current collective bargaining agreement for police officers, the provisions of the collective bargaining agreement shall apply with respect to full-time police officers other than the Chief of Police.

\* \* \*

**SECTION 4.** Codified Ordinances § 12-405 (relating to Personnel Policies—Benefits—Dental and Vision Coverage) is amended by amending subsections (a) and (b) as follows (with deletions indicated by ~~strike-outs~~ and insertions indicated by double underlining):

**§ 12-405 Dental and Vision Coverage.**

(a) **Dental Coverage.** Dental coverage is provided to full-time Borough employees effective the first day of the third calendar month following the calendar month in which the person commences employment as a full-time Borough employee. The employee may elect, from time to time, whether this coverage is to be provided to the employee alone or to the employee and one or more of the employee's eligible family members. As of January 1, ~~2014~~ 2022, the coverage provided under this subsection is the product known as ~~Healthy Dental PPO Classic Enhanced~~ Capital Blue Cross Dental PPO 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). Effective April 1, 2015, this dental coverage is no longer provided automatically to full-time Borough police officers, other than the Chief of Police. However, effective January 1, 2022, full-time Borough police officers may elect to obtain this coverage, either through the Cafeteria Plan (see Chapter 14) or by paying for the coverage at the rate charged to the Borough on an after-tax basis by check (due two business days before the Borough must pay the premium) or through an

authorized payroll deduction (deducted in the last paycheck before the Borough must pay the premium).

(b) **Vision Coverage.** Vision coverage is provided to full-time Borough employees effective the first day of the third calendar month following the calendar month in which the person commences employment as a full-time Borough employee. The employee may elect, from time to time, whether this coverage is to be provided to the employee alone or to the employee and one or more of the employee's eligible family members. As of January 1, ~~2014~~ 2022, the coverage provided under this subsection is the product known as ~~Healthy~~ Capital Blue Cross 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). Effective April 1, 2015, this vision coverage is no longer provided automatically to full-time Borough police officers, other than the Chief of Police. However, effective January 1, 2022, full-time Borough police officers may elect to obtain this coverage, either through the Cafeteria Plan (see Chapter 14) or by paying for the coverage at the rate charged to the Borough on an after-tax basis by check (due two business days before the Borough must pay the premium) or through an authorized payroll deduction (deducted in the last paycheck before the Borough must pay the premium).

\* \* \*

**SECTION 5.** Effective January 1, 2022, Codified Ordinances Chapter 14, Article I (relating to Cafeteria Plan—Title, Establishment, and General Definitions) is amended by adding the following new § 14-105.1 as follows after existing § 14-105:

**§ 14-105.1 Dental Plan.**

The term “Dental Plan” shall mean the dental plan provided from time to time under § 12-405(a) (relating to Personnel Policies—Benefits—Dental and Vision Coverage—Dental Coverage). As of January 1, 2022, the Dental Plan is the product known as Capital Blue Cross Dental PPO Plus,

as offered to the Borough of Alburty and renamed from time to time by Capital Advantage Assurance Company (or other affiliate of Capital Blue Cross which takes over that product), but the specific plan and/or the coverages available under the plan may change from time to time.

**SECTION 6.** Effective January 1, 2022, Codified Ordinances § 14-109 (relating to Cafeteria Plan—Title, Establishment, and General Definitions—Health Plan) is amended as follows (with deletions indicated by ~~strike-outs~~ and insertions indicated by double underlining):

**§ 14-109 Health Plan.**

The term “Health Plan” shall mean the health/medical/hospitalization coverage plan provided from time to time under § 12-403 (relating to Personnel Policies—Benefits—Health & Hospitalization). As of January 1, ~~2015~~ 2022, the Health Plan is the product known as ~~Healthy Benefits PPO 2000 . 0 PD . Rx \$0~~ Gold PPO 2000/0/20 Rx 0, as offered to the Borough of Alburty and renamed from time to time by Capital Advantage Assurance Company (or other affiliate of Capital Blue Cross which takes over that product), but the specific plan and/or the coverages available under the plan may change from time to time.

**SECTION 7.** Effective January 1, 2022, Codified Ordinances Chapter 14, Article I (relating to Cafeteria Plan—Title, Establishment, and General Definitions) is amended by adding the following new § 14-118 as follows after existing § 14-117:

**§ 14-118 Vision Plan.**

The term “Vision Plan” shall mean the vision plan provided from time to time under § 12-405(b) (relating to Personnel Policies—Benefits—

Dental and Vision Coverage—Vision Coverage). As of January 1, 2022, the Vision Plan is the product known as Capital Blue Cross Vision 12/10 Plus, as offered to the Borough of Alburty and renamed from time to time by Capital Advantage Assurance Company (or other affiliate of Capital Blue Cross which takes over that product), but the specific plan and/or the coverages available under the plan may change from time to time.

**SECTION 8.** Effective January 1, 2022, Codified Ordinances § 14-301 (relating to Cafeteria Plan—Election of Optional Benefits—Coverage Options) is amended by adding new subsections (c) and (d) as follows (with deletions indicated by ~~strike-outs~~ and insertions indicated by double underlining):

**§ 14-301 Coverage Options.**

Except to the extent that a Participant is restricted from waiving or selecting certain options for Health Plan coverage under § 12-403 (relating to Personnel Policies—Benefits—Health & Hospitalization) or corresponding provisions of the current collective bargaining agreement for police officers, each Participant may choose under this Plan to receive his/her full compensation for any Plan Year in cash or to have a portion of it applied by the Employer towards the cost of coverage available to the Participant under one or more of the following plans, to the extent not otherwise paid for or provided by the Employer:

**(a) The Health Plan.** If the Health Plan is selected, the Participant must also elect whether the coverage will be for the Participant only, or the coverage will be for the Participant and one or more additional persons specifically identified (by name and date of birth) by the Participant from among the Participant's spouse and his/her eligible children.

**(b) The Medical Expense Reimbursement Plan.**

**(c) The Dental Plan.** Since the Dental Plan is already provided by the Borough to full-time nonuniformed employees and the Chief of Police at no cost, this option is only available to full-time police officers.

(d) **The Vision Plan.** Since the Vision Plan is already provided by the Borough to full-time nonuniformed employees and the Chief of Police at no cost, this option is only available to full-time police officers.

**SECTION 9.** Effective January 1, 2022, Codified Ordinances § 14-302 (relating to Cafeteria Plan—Election of Optional Benefits—Description of Optional Benefits Provided in Underlying Plans) is amended as follows (with deletions indicated by ~~strike-outs~~ and insertions indicated by double underlining):

**§ 14-302 Description of Optional Benefits Provided in Underlying Plans.**

While the election of one or more of the optional coverages described in § 14-301 may be made under this Plan, the coverages and benefits thereunder will be provided not by this Plan but by the particular plan(s) selected. The types and amounts of benefits available under each options described in § 14-301, the requirements for participating in such option, and the other terms and conditions of coverage and benefits under such option are as set forth from time to time in the Health Plan, the Medical Expense Reimbursement Plan, the Dental Plan, the Vision Plan, and in any insurance or other contracts that constitute or are incorporated by reference in certain of those plans. The benefit descriptions in such plans and contracts, as in effect from time to time, are hereby incorporated by reference into this Plan.

**SECTION 10.** Effective January 1, 2022, Codified Ordinances § 14-303 (relating to Cafeteria Plan—Election of Optional Benefits—Election of Optional Coverages or Cash Bonuses in Lieu of Coverage) is amended by adding new subsections (c) and (d) as follows (with deletions indicated by ~~strike-outs~~ and insertions indicated by double underlining):



**§ 14-303 Election of Optional Coverages or Cash Bonuses in Lieu of Coverage.**

\* \* \*

(c) **Dental Plan.** If a Participant elects coverage for a Plan Year under the Dental Plan, the Participant's regular cash compensation for the Plan Year will be reduced in an amount equal to the sum of the amounts which the Participant is required to contribute for Dental Plan coverage with respect to the paydays during the Plan Year. The amount of the required contribution for the first payday in each calendar month and for the second payday in each calendar month is one-half of the premium charged to the Borough to provide coverage for the Participant for that calendar month. The amount of compensation to be reduced from any given paycheck for the Dental Plan shall be equal to the amount which the Participant must contribute for that payday.

(d) **Vision Plan.** If a Participant elects coverage for a Plan Year under the Vision Plan, the Participant's regular cash compensation for the Plan Year will be reduced in an amount equal to the sum of the amounts which the Participant is required to contribute for Vision Plan coverage with respect to the paydays during the Plan Year. The amount of the required contribution for the first payday in each calendar month and for the second payday in each calendar month is one-half of the premium charged to the Borough to provide coverage for the Participant for that calendar month. The amount of compensation to be reduced from any given paycheck for the Vision Plan shall be equal to the amount which the Participant must contribute for that payday.

**SECTION 11.** Effective January 1, 2022, Codified Ordinances § 14-307 (relating to Cafeteria Plan—Election of Optional Benefits—Adjustment of Compensation Reductions) is amended as follows (with deletions indicated by ~~strike-outs~~ and insertions indicated by double underlining):

**§ 14-307 Adjustment of Compensation Reductions.**

If the cost to a Participant of coverage provided by the Health Plan, the Dental Plan, and/or the Vision Plan increases or decreases during a Plan Year, then a corresponding change shall be made *automatically* in the compensation reduction of the Participant in an amount reflecting such increase or decrease.

**SECTION 12.** Effective January 1, 2022, Codified Ordinances § 14-308 (relating to Cafeteria Plan—Election of Optional Benefits—Automatic Termination and Reinstatement of Elections) is amended by amending subsection (a) as follows (with deletions indicated by ~~strike-outs~~ and insertions indicated by double underlining):

**§ 14-308 Automatic Termination and Reinstatement of Elections.**

\* \* \*

(a) **Health Plan, Dental Plan, and Vision Plan.** The elections for coverage under the Health Plan, the Dental Plan, and the Vision Plan, and the corresponding paycheck reductions, shall be effective as of the first day of the first month following the month in which the person becomes a Participant again.

\* \* \*

**SECTION 13.** Effective January 1, 2022, Codified Ordinances § 14-310 (relating to Cafeteria Plan—Election of Optional Benefits—Maximum Elective Contributions) is amended as follows (with deletions indicated by ~~strike-outs~~ and insertions indicated by double underlining):

**§ 14-310 Maximum Elective Contributions.**

The maximum amount of elective contributions (*i.e.*, salary reductions) under the Plan for any Participant for any Plan Year shall be the maximum coverage amount which the Participant may select for the Plan Year under the Medical Expense Reimbursement Plan (\$2,500.00 for persons eligible under that plan), plus the Participant's share of the cost of the most expensive coverage(s) available to the Participant under the Health Plan, the Dental Plan, and the Vision Plan for the Plan Year, plus the maximum amount of cash payments available to the Participant if the Participant were to waive coverage under the Health Plan.

**SECTION 14.** Effective January 1, 2022, Codified Ordinances § 14-311 (relating to Cafeteria Plan—Election of Optional Benefits—Coordination with Family and Medical Leave Act) is amended by amending subsection (c) as follows (with deletions indicated by ~~strike-outs~~ and insertions indicated by double underlining):

**§ 14-311 Coordination with Family and Medical Leave Act.**

\* \* \*

(c) permit payment of the Participant's share of the cost of a benefit coverage under the Health Plan, Dental Plan, Vision Plan, and/or Medical Expense Reimbursement Plan during an unpaid leave to be made with after-tax dollars.

**SECTION 15.** Effective January 1, 2022, Codified Ordinances § 14-402 (relating to Cafeteria Plan—Administration—Powers and Duties) is amended by amending subsections (a) and (c) as follows (with deletions indicated by ~~strike-outs~~ and insertions indicated by double underlining):

**§ 14-402 Powers and Duties.**

(a) **In General.** \* \* \* However, notwithstanding the foregoing, any claim which arises under the Health Plan, the Dental Plan, the Vision Plan, or the Medical Expense Reimbursement Plan shall not be subject to review under this Plan, and the Administrator's authority under this Article IV shall not extend to any matter as to which an administrator under any such other plan is empowered to make determinations under such plan.

\* \* \*

(c) **Employment of Professionals and Others.** The Administrator may appoint such accountants, counsel, specialists, consultants, and other persons as it may deem necessary or desirable in connection with the administration of this Plan, including persons who may also be engaged by the Employer. The Administrator shall be entitled to rely exclusively upon, and shall be fully protected in any action taken in good faith by it in relying upon, any opinions or reports which shall be furnished to it by any such accountant, counsel, specialist, or other consultant, or by any such person employed or engaged by the administrator of the Health Plan, the Dental Plan, the Vision Plan, or the Medical Expense Reimbursement Plan. The Administrator shall also be entitled to rely exclusively upon, and shall be fully protected in any action taken in good faith by it in relying upon, any instruction or report furnished by the administrator of any such plan.

\* \* \*

**SECTION 16.** Effective January 1, 2022, Codified Ordinances § 14-502 (relating to Cafeteria Plan—Amendment and Termination—Salary Reduction Amounts Not Yet Contributed) is amended as follows (with deletions indicated by ~~strike-outs~~ and insertions indicated by double underlining):

**§ 14-502 Salary Reduction Amounts Not Yet Contributed.**

If this Plan is terminated, any salary reductions which have been made by the Employer and which have not yet been contributed to the Medical Expense Reimbursement Plan, and/or used to provide coverage under the Health Plan, the Dental Plan, and/or the Vision Plan, as the case may be, shall be contributed and/or used for such purposes. From and after the date of termination, no further salary reductions shall be made from the pay of employees who signed salary reduction agreements.

**SECTION 17.** Effective January 1, 2022, Codified Ordinances § 14-601 (relating to Cafeteria Plan—Tax Implications—No Guarantee of Tax Consequences) is amended as follows (with deletions indicated by ~~strike-outs~~ and insertions indicated by double underlining):

**§ 14-601 No Guarantee of Tax Consequences.**

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts contributed to this Plan or paid to or for the benefit of a Participant under the Health Plan, the Dental Plan, the Vision Plan, or the Medical Expense Reimbursement Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether contributions under this Plan and benefits under the Health Plan, the Dental Plan, the Vision Plan, or the Medical Expense Reimbursement Plan are excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such contributions or benefits are not so excludable.

**SECTION 18.** Effective January 1, 2022, Codified Ordinances § 14-701 (relating to Cafeteria Plan—Miscellaneous—Acquittance) is amended as follows (with deletions indicated by ~~strike-outs~~ and insertions indicated by double underlining):

**§ 14-701 Acquittance.**

This Plan is purely voluntary on the part of the Employer. Except as provided in this Plan document, neither the establishment of the Plan, any modification thereof, nor the payment of any benefits under the Health Plan the Dental Plan, the Vision Plan, or the Medical Expense Reimbursement Plan shall be construed as giving to any Participant or any other person any legal or equitable right against the Employer, any officer or Employee of the Employer, or the Administrator.

**SECTION 19.** The attached form of collective bargaining agreement is incorporated into this Ordinance by reference.

**DULY ORDAINED** and **ENACTED** by the Borough Council of the Borough of Albur-tis, this 8<sup>th</sup> day of December, 2021, in lawful session duly assembled.

BOROUGH COUNCIL  
BOROUGH OF ALBURTIS

\_\_\_\_\_  
Ronald J. DeIaco, President

Attest:

\_\_\_\_\_  
Sharon Trexler, Borough Manager

**AND NOW**, this 8<sup>th</sup> day of December, 2021, the above Ordinance is hereby AP-  
PROVED.

---

Kathleen Palmer, Mayor

**ALBURTIS POLICE  
2022-2024 COLLECTIVE BARGAINING AGREEMENT**

**This Agreement**, is made this \_\_\_\_\_ day of December, 2021 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**, under the Collective Bargaining Act of 1968, the parties have entered into collective bargaining concerning the terms and conditions of employment of police officers in the Borough (other than the Chief of Police); and

**Whereas**, the parties have reached an agreement pertaining to said terms and conditions of their employment for calendar years 2022 through 2024.

**Now, Therefore**, the parties agree as follows, intending to be legally bound:

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**§ 1 Definitions.**

When used in this Agreement, the words and phrases defined in this Section shall have the following meaning, unless the context clearly indicates otherwise:

(a) **Association.** The Alburdis Police Officers’ Association, the collective bargaining representative selected by the majority of the Officers.

(b) **Borough.** The Borough of Alburdis, Lehigh County, Pennsylvania.

(c) **Chief.** The Chief of Police of the Borough.

(d) **Council.** The Borough Council of the Borough.

(e) **Day.** For all purposes of this Agreement, a day shall be considered to begin at 7:00 a.m. of the given calendar day and end at 6:59 a.m. of the following calendar day.

(f) **First Day.** A Full-Time Officer’s “First Day” shall mean the first day that the Full-Time Officer worked for the Borough as a Full-Time Officer.

(g) **Full-Time Officer.** An employee of the Borough, other than the Chief, who devotes his/her normal working hours to police duty for the Borough and is regularly scheduled to work at least 35 hours as a Borough police officer in a typical work week.

(h) **Hearing.** A criminal trial, criminal pre-trial hearing, grand jury proceeding, sentencing proceeding, civil court proceeding, coroner's inquest, A.R.D. hearing, plea bargaining session, miscellaneous court proceeding, preliminary court hearing, proceeding before a district justice, hearing before a Pa. Department of Revenue, Department of Transportation, or Pennsylvania Liquor Control Board hearing examiner, or any other proceeding before an agency or court of the Commonwealth or the United States. Any two proceedings which are separated in time by less than two (2) hours (from the end of the first proceeding to the beginning of the next proceeding) shall be treated as a single Hearing.

(i) **Mayor.** The Mayor of the Borough.

(j) **Officer.** A Part-Time Officer or a Full-Time Officer.

(k) **Part-Time Officer.** A person employed by the Borough as a police officer who is not a Full-Time Officer, but serves from time to time on an hourly or daily basis when needed by the Borough. The term shall not include any special police appointed by the Mayor to act in emergencies, any person appointed solely for parking meter enforcement duties, any special school police, or any auxiliary policemen appointed under 53 PA. STAT. ANN. § 731 *et seq.*

(l) **Pay Period.** A pay period consists of two consecutive Weeks, in accordance with the Borough's existing payroll practices.

(m) **Week.** A week shall be considered to begin at 7:00 a.m. Sunday morning and end at 6:59 a.m. on the following Sunday morning.

## § 2 Term.

This Agreement shall be in effect for a period of three (3) years from January 1, 2022 through December 31, 2024.

**§ 3 Base Compensation.**

(a) **2022.** The base hourly compensation to be paid to Officers during calendar year 2022 shall be as follows:

**Full-Time Officers**

|                                                                                                                                                                                            |            |                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------------------|
| Lieutenant .....                                                                                                                                                                           | \$33.50/hr | ( = \$ 69,680.00 for 2080 hours) |
| Sergeant .....                                                                                                                                                                             | \$32.25/hr | ( = \$ 67,080.00 for 2080 hours) |
| Corporal .....                                                                                                                                                                             | \$30.75/hr | ( = \$ 63,960.00 for 2080 hours) |
| Sr. Patrol Officer (after 5 <sup>th</sup><br>anniversary of full-time<br>employment <b>or</b> under<br>subsection (d) below) .....                                                         | \$29.25/hr | ( = \$ 60,840.00 for 2080 hours) |
| Patrol Officer (after 2 <sup>nd</sup> anni-<br>versary of full-time<br>employment and before<br>5 <sup>th</sup> anniversary <b>except</b><br>as stated in subsec-<br>tion (d) below) ..... | \$28.25/hr | ( = \$ 58,760.00 for 2080 hours) |
| Patrol Officer (after 1 <sup>st</sup> anni-<br>versary of full-time<br>employment and before<br>2 <sup>nd</sup> anniversary).....                                                          | \$27.50/hr | ( = \$ 57,200.00 for 2080 hours) |
| Patrol Officer (after 6 months<br>of full-time employment<br>and before 1 <sup>st</sup> anni-<br>versary).....                                                                             | \$26.25/hr | ( = \$ 54,600.00 for 2080 hours) |
| Patrol Officer (first 6 months<br>of full-time employ-<br>ment).....                                                                                                                       | \$25.00/hr | ( = \$52,000.00 for 2080 hours)  |

**Part-Time Officers**

Part-Time Officer (after 10<sup>th</sup> anniversary of Borough employment)..... \$24.25/hr

Part-Time Officer (after 6<sup>th</sup> anniversary and before 10<sup>th</sup> anniversary of Borough employment)..... \$23.50/hr

Part-Time Officer (after 1<sup>st</sup> anniversary and before 6<sup>th</sup> anniversary of Borough employment)..... \$22.75/hr

Part-Time Officer (before 1<sup>st</sup> anniversary of Borough employment)..... \$22.00/hr

(b) **2023.** The base hourly compensation to be paid to Officers during calendar year 2023 shall be as follows:

**Full-Time Officers**

Lieutenant ..... \$34.64/hr ( = \$ 72,051.20 for 2080 hours)

Sergeant ..... \$33.35/hr ( = \$ 69,368.00 for 2080 hours)

Corporal ..... \$31.80/hr ( = \$ 66,144.00 for 2080 hours)

Sr. Patrol Officer (after 5<sup>th</sup> anniversary of full-time employment **or** under subsection (d) below) ..... \$30.24/hr ( = \$ 62,899.20 for 2080 hours)

Patrol Officer (after 2<sup>nd</sup> anniversary of full-time employment and before 5<sup>th</sup> anniversary **except** as stated in subsection (d) below)..... \$29.21/hr ( = \$ 60,756.80 for 2080 hours)



|                                                                                                                        |            |                                  |
|------------------------------------------------------------------------------------------------------------------------|------------|----------------------------------|
| Patrol Officer (after 1 <sup>st</sup> anniversary of full-time employment and before 2 <sup>nd</sup> anniversary)..... | \$28.44/hr | ( = \$ 59,155.20 for 2080 hours) |
| Patrol Officer (after 6 months of full-time employment and before 1 <sup>st</sup> anniversary).....                    | \$27.14/hr | ( = \$ 56,451.20 for 2080 hours) |
| Patrol Officer (first 6 months of full-time employment).....                                                           | \$25.85/hr | ( = \$53,768.00 for 2080 hours)  |

**Part-Time Officers**

|                                                                                                                          |            |
|--------------------------------------------------------------------------------------------------------------------------|------------|
| Part-Time Officer (after 10 <sup>th</sup> anniversary of Borough employment).....                                        | \$24.98/hr |
| Part-Time Officer (after 6 <sup>th</sup> anniversary and before 10 <sup>th</sup> anniversary of Borough employment)..... | \$24.21/hr |
| Part-Time Officer (after 1 <sup>st</sup> anniversary and before 6 <sup>th</sup> anniversary of Borough employment).....  | \$23.43/hr |
| Part-Time Officer (before 1 <sup>st</sup> anniversary of Borough employment).....                                        | \$22.67/hr |

(c) **2024.** The base hourly compensation to be paid to Officers during calendar year 2024 shall be as follows:

**Full-Time Officers**

|                                                                                                                                                                        |            |                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------------------|
| Lieutenant .....                                                                                                                                                       | \$35.79/hr | ( = \$ 74,443.20 for 2080 hours) |
| Sergeant .....                                                                                                                                                         | \$34.46/hr | ( = \$ 71,676.80 for 2080 hours) |
| Corporal .....                                                                                                                                                         | \$32.85/hr | ( = \$ 68,328.00 for 2080 hours) |
| Sr. Patrol Officer (after 5 <sup>th</sup> anniversary of full-time employment <b>or</b> under subsection (d) below) .....                                              | \$31.25/hr | ( = \$ 65,000.00 for 2080 hours) |
| Patrol Officer (after 2 <sup>nd</sup> anniversary of full-time employment and before 5 <sup>th</sup> anniversary <b>except</b> as stated in subsection (d) below)..... | \$30.19/hr | ( = \$ 62,795.20 for 2080 hours) |
| Patrol Officer (after 1 <sup>st</sup> anniversary of full-time employment and before 2 <sup>nd</sup> anniversary).....                                                 | \$29.39/hr | ( = \$ 61,131.20 for 2080 hours) |
| Patrol Officer (after 6 months of full-time employment and before 1 <sup>st</sup> anniversary).....                                                                    | \$28.04/hr | ( = \$ 58,323.20 for 2080 hours) |
| Patrol Officer (first 6 months of full-time employment).....                                                                                                           | \$26.71/hr | ( = \$ 55,556.80 for 2080 hours) |

**Part-Time Officers**

Part-Time Officer (after 10<sup>th</sup> anniversary of Borough employment)..... \$25.73/hr

Part-Time Officer (after 6<sup>th</sup> anniversary and before 10<sup>th</sup> anniversary of Borough employment)..... \$24.93/hr

Part-Time Officer (after 1<sup>st</sup> anniversary and before 6<sup>th</sup> anniversary of Borough employment)..... \$24.14/hr

Part-Time Officer (before 1<sup>st</sup> anniversary of Borough employment)..... \$23.34/hr

(d) **Grandfather Rule.** Any Full-Time Officer who attained his 2<sup>nd</sup> anniversary of full-time employment on or before December 31, 2021 shall be considered a Sr. Patrol Officer for purposes of this Section 3, and be treated for such purposes as if he had completed at least five years of full-time service.

(e) **Positions of Rank.** Although the compensation schedules in subsections (a) through (c) include rates for the positions of Lieutenant, Sergeant, and Corporal, there are no Lieutenants, Sergeants, or Corporals at the execution of this Agreement and it is not anticipated that there will be any Lieutenants, Sergeants, or Corporals at any time during the term of this Agreement. These positions are indicated in subsections (a) through (c) solely as an agreement of the parties as to the rates which would be paid if the Borough, in its sole discretion, chooses to create any such position of rank and fill that position. Nothing in this Agreement constitutes a waiver of the Borough's sole and absolute managerial prerogative to establish ranks within the police department and to retain its current rank structure without any Lieutenants, Sergeants, or Corporals.

#### § 4 Overtime.

(a) **Long Shift.** Any Full-Time Officer who works (*i.e.*, actually performs police services for the Borough) a continuous period which includes the time of a regular shift scheduled under Section 20(a), and which is longer than the scheduled duration of the regular shift, shall be paid Overtime Pay for each hour worked in excess of the scheduled duration of the regular shift in an amount equal to the applicable base hourly amount set forth in Section 3 *multiplied by* one and one-half (1.5). Any Part-Time Officer who works (*i.e.*, actually performs police services for the Borough) more than eight (8) hours in any Day shall be paid Overtime Pay for each hour worked in excess of eight (8) hours in that Day in an amount equal to the applicable base hourly amount set forth in Section 3 *multiplied by* one and one-half (1.5).

(b) **Eighty Hour Pay Period.** Any Officer who works (*i.e.*, actually performs police services for the Borough) more than eighty (80) hours in any Pay Period shall be paid Overtime Pay for each hour worked in excess of eighty (80) hours in that Pay Period (other than hours for which Overtime Pay is provided under subsection (a) or Working Holiday Pay is provided under Section 9(c)) in an amount equal to the applicable base hourly amount set forth in Section 3 *multiplied by* one and one-half (1.5).

(c) **No Duplication.** If Overtime Pay is applicable to any period of work, the Overtime Pay is paid *in lieu* of base hourly compensation.

#### § 5 Shift Differential.

The compensation of an Officer shall be increased by sixty cents (\$0.60) for each hour actually worked by the Officer between 1500 hours (3:00 p.m.) and 2300 hours (11:00 p.m.), and by seventy cents (\$0.70) for each hour actually worked by the Officer between 2300 hours (11:00 p.m.) of one day and 0700 hours (7:00 a.m.) of the subsequent day. The shift differential provided by this Section 5 shall *not* be multiplied by a factor of one and one-half (1.5) in the case of overtime or holiday work, and no shift differential shall be

paid in the case of compensation under this Agreement for hours *not* worked (*e.g.*, Holiday Pay, Vacation Pay, Personal Day Pay, Sick Pay, and Bereavement Pay).

**§ 5A Longevity Pay.**

In addition to all other compensation to be paid to Officers under this Agreement, each qualifying Full-Time Officer shall be paid Longevity Pay during the term of this Agreement in accordance with the following terms and conditions:

(a) **Eligibility for Payment.** Each Full-Time Officer shall be paid Longevity Pay with respect to each anniversary of the Officer's First Day on which he/she is employed by the Borough as a Full-Time Officer.

(b) **Time of Payment.** Longevity Pay with respect to any given anniversary shall be paid no later than the pay day for the pay period which includes the anniversary date.

(c) **Amount of Payment.** The amount of Longevity Pay for any given Full-Time Officer with respect to any given anniversary shall be equal to the number of years since the Officer's First Day multiplied by fifty dollars (\$50.00), up to a maximum Longevity Pay of one thousand dollars (\$1,000.00).

**§ 5B Bonus Payments.**

The Borough shall have the right at any time and from time to time, in its sole and complete discretion and without precedent, to pay a bonus or a hiring bonus to one or more Full-Time Officers and/or Part-Time Officers in such amount(s) and for such reasons as the Borough shall determine. No other Officer shall have any right to receive such a bonus at the same time or in the future based on the payment of any bonus under this Section 5B at any time.

## § 6 Hearings.

The following rules shall apply to the appearance of an Officer as a witness or prosecutor in a Hearing related to his employment as a Borough police officer, pursuant to a subpoena from a court of competent jurisdiction:

(a) **Time Treated as Having Been Worked.** Time spent in a Hearing, or in the courtroom, hearing room, or waiting room of the tribunal while waiting to testify and until released, or traveling to or from the tribunal, shall be considered as time worked for the purpose of pay.

(b) **Nonscheduled Hours.** If an Officer is required to attend a Hearing during any hours in which he/she was *not* scheduled to work, the Officer shall be treated as having worked the **greater** of—

(1) the number of such hours treated as worked under subsection (a); or

(2) (A) two (2) hours, in the case of a Hearing before a District Justice (other than a central court Hearing or a Hearing in the immediate vicinity of the Lehigh County Courthouse); or

(B) four (4) hours, in the case of any other Hearing, *provided* that if the Hearing is continued to a later date before testimony commences, this paragraph (2) shall not apply.

(c) **Witness Fees.** Witness fees shall be turned over to the Borough.

## § 7 Call-Out Duty.

(a) **Availability.** The Full-Time Officers shall make arrangements among themselves so that at any given time at least one Full-Time Officer who is not then scheduled to work is available to be called out for active duty within the response time and in the condition described in subsection (c). In the event the arrangements so made prove inadequate, in the reasonable opinion of the Chief and the Mayor, the Chief and the Mayor

shall establish an On-Call Duty Schedule under which at least one Full-Time Officer is scheduled to be on call at all times. A person may not be “on call” at any time he/she is regularly scheduled to work. All Full-Time Officers shall be so scheduled that each person receives the same number of on-call hours over the course of a calendar year (except for adjustments due to injuries), and so that the hours assigned to each such person during any period of time greater than or equal to two weeks is roughly equivalent (taking into account vacations, injuries, and other contingencies for which adjustments are appropriate). The On-Call Duty Schedule for any given calendar week shall be established at least seven (7) calendar days before the beginning of that week, but may be adjusted thereafter if necessary to maintain coverage due to reasonable absences or periods of unavailability not foreseen when the On-Call Duty Schedule was established. At any time when there are at least three (3) persons available for assignment on the On-Call Duty Schedule, no person shall be placed in “on-call” status during all or any portion of five (5) consecutive days.

(b) **Cell Phone.** Each Full-Time Officer shall carry with him/her at all times a cell phone so that the Officer can be reached in the event he/she is to be called out for emergency duty or to assist the on-duty officer. The cell phone and cell phone service shall be provided by the Full-Time Officer at his/her own expense. The Borough shall not be obligated to provide or pay for the cell phone, or to reimburse the Full-Time Officer any amount for the Full-Time Officer’s acquisition and/or use of the cell phone.

(c) **Response Time.** When a Full-Time Officer is scheduled to be “on-call” (or is being made available to be called out for active duty), he/she shall be prepared to telephone Borough Police Headquarters within fifteen (15) minutes after being called, and, if necessary, to be able to report to Borough Police Headquarters or the scene of an emergency in an alert and sober condition as soon as possible, and in no event more than sixty (60) minutes after the Officer has been directed to report for duty.

(d) **Call-Out Pay.** Each time an Officer is called out for active duty under this Section, the Officer shall be treated as having worked the **greater** of—

(1) the number of such hours actually worked from the time of the initial page or call until the Officer punches out; or

(2) two (2) hours.

## **§ 8 Hours Worked.**

No time shall be recognized in excess of eight (8) hours for a continuous period of work unless the Officer works more than eight (8) hours and fifteen (15) minutes during the continuous period of work. Except as provided in the preceding sentence or in Section 6(b), the time worked by any Officer shall be measured from the time the Officer punches in through the time the Officer punches out.

## **§ 8A Training.**

All Officers shall be paid for all time spent receiving mandatory or other approved training in the same manner as for other working hours. In addition to the mandatory training time required to satisfy state municipal police officer education and training requirements and Borough firearms qualifications, a Full-Time Officer shall be entitled to attend classes or seminars which pertain exclusively to law enforcement training for up to twenty-four (24) hours per calendar year for attendance and travel. All such training must be approved at least thirty (30) calendar days in advance by the Chief and the Mayor for content useful to the performance of police services in the borough, reasonableness of location, and convenience in scheduling Officers for work. The Chief and the Mayor shall endeavor to schedule Officers for work during a Pay Period which includes such training time so that the Full-Time Officer's training time is included within the Full-Time Officer's regular eighty (80) hours of scheduled work that Pay Period.



## § 9 Holidays.

(a) **Holidays.** For purposes of this Agreement, the term “Holiday” shall mean each of the following ten (10) days, and the term “Part-Time Holiday” shall mean those Holidays identified by an asterisk (\*) below. Each Holiday shall be deemed to begin at 7:00 a.m. of the calendar day of the holiday and end at 6:59 a.m. of the following calendar day, except that New Year’s Day shall be deemed to begin at 11:00 p.m. on December 31<sup>st</sup>, and end at 10:59 p.m. on January 1<sup>st</sup>.

- (1) New Year’s Day \*
- (2) Good Friday
- (3) Memorial Day
- (4) Independence Day \*
- (5) Labor Day
- (6) Thanksgiving Day \*
- (7) The Day after Thanksgiving
- (8) The day before Christmas \*
- (9) Christmas Day \*
- (10) The Full-Time Officer’s Birthday

(b) **Holiday Pay for Full-Time Officers.** A Full-Time Officer shall receive Holiday Pay, in an amount equal to his/her base hourly compensation (*see* Section 3) multiplied by eight (8), for each Holiday that he/she is employed by the Borough as a Full-Time Officer, regardless of whether he/she performs any duties that day, *provided* that the Full-Time Officer worked at least one hour as a Full-Time Officer during the thirty (30) calendar days before the Holiday or is being compensated under the Heart and Lung Act as of the Holiday. Thus, if a Full-Time Officer is assigned regular duty on a Holiday, he shall receive Holiday Pay for the Holiday *plus* all other compensation due under this Agreement for the actual hours worked (*cf.*, Section 3—regular hourly compensation; Section 4—Overtime Pay; Section 9(c)—Working Holiday Pay).

(c) **Working Holiday Pay.** A Full-Time Officer who works on a Holiday shall receive Working Holiday Pay, in an amount equal to his/her base hourly compensation (*see*

Section 3) *multiplied by 1.5* and multiplied by the number of hours worked during the Holiday. Working Holiday Pay is in addition to any Holiday Pay under subsection (b). A Part-Time Officer who works on a Part-Time Holiday shall receive Working Holiday Pay, in an amount equal to his/her base hourly compensation (*see* Section 3) *multiplied by 2.0* and multiplied by the number of hours worked during the Part-Time Holiday, and a Part-Time Officer who works on a Holiday which is not a Part-Time Holiday shall receive Working Holiday Pay, in an amount equal to his/her base hourly compensation (*see* Section 3) *multiplied by 1.5* and multiplied by the number of hours worked during the Holiday.

**(d) Payment in Lieu of Other Compensation.** If Working Holiday Pay is paid with respect to an hour of work, the Working Holiday Pay is paid *in lieu* of base hourly compensation and Overtime Pay. A Full-Time Officer shall not receive or be charged with Sick Pay, Vacation Pay, or Bereavement Pay for any Holiday.

## **§ 10 Vacations.**

**(a) In General.** During each calendar year during the term of this Agreement, each Full-Time Officer shall be entitled to paid vacations for the number of days indicated in subsections (b) and (c). For each vacation day granted to and taken by a Full-Time Officer, the Full-Time Officer shall be paid Vacation Pay in an amount equal to the applicable hourly amount set forth in Section 3 *multiplied by eight (8)*.

**(b) Number of Vacation Days—Officers Hired Before January 1, 1996.** The number of vacation days available during any given calendar year to the Full-Time Officer who was first hired by the Borough as a Full-Time Officer before January 1, 1996 shall be thirty (30) days.

**(c) Number of Vacation Days—Officers Hired After December 31, 1995.** The number of vacation days available during any given calendar year to a Full-Time Officer who was first hired by the Borough as a Full-Time Officer after December 31, 1995 shall be determined as follows:

(1) If the Full-Time Officer is first hired as a Full-Time Officer during that calendar year: zero (0) days.

(2) If the first anniversary of the Full-Time Officer's First Day occurs during that calendar year: zero (0) days until said first anniversary, and five (5) days thereafter, if he is a Full-Time Officer on the first anniversary.

(3) If the second anniversary of the Full-Time Officer's First Day occurs during that calendar year: five (5) days, *plus* an additional five (5) days at any time after said second anniversary if he is a Full-Time Officer on the second anniversary.

(4) If the third or fourth anniversary of the Full-Time Officer's First Day occurs during that calendar year: ten (10) days.

(5) If the fifth anniversary of the Full-Time Officer's First Day occurs during that calendar year: ten (10) days, *plus* an additional five (5) days at any time after said fifth anniversary if he is a Full-Time Officer on the fifth anniversary.

(6) If the sixth, seventh, eighth, ninth, tenth, eleventh, twelfth, thirteenth, or fourteenth anniversary of the Full-Time Officer's First Day occurs during that calendar year: fifteen (15) days.

(7) If the fifteenth anniversary of the Full-Time Officer's First Day occurs during that calendar year: fifteen (15) days, *plus* an additional five (5) days at any time after said fifteenth anniversary if he is a Full-Time Officer on the fifteenth anniversary.

(8) If the sixteenth, seventeenth, eighteenth, nineteenth, twentieth, twenty-first, twenty-second, twenty-third, or twenty-fourth anniversary of the Full-Time Officer's First Day occurs during that calendar year: twenty (20) days.

(9) If the twenty-fifth anniversary of the Full-Time Officer's First Day occurs during that calendar year: twenty (20) days, *plus* an additional five (5) days at any time after said twenty-fifth anniversary if he is a Full-Time Officer on the twenty-fifth anniversary.

(10) If the anniversary of the Full-Time Officer's First Day which occurs during that calendar year is greater than the twenty-fifth: twenty-five (25) days.

(d) [RESERVED]

(e) **Requirement that Vacation Time Be Earned.** Notwithstanding subsections (b) and (c), no vacation days shall be available to a Full-Time Officer for any calendar year (other than the first calendar year after the Full-Time Officer was hired as a Full-Time Officer) unless the Full-Time Officer worked at least one thousand (1000) hours as a Full-Time Officer (and/or would have so worked except for a period of compensable injury under the Heart and Lung Act) during the preceding calendar year. Further, no vacation days shall be available to a Full-Time Officer for the first calendar year after the Full-Time Officer was hired as a Full-Time Officer unless the Full-Time Officer worked at least one thousand (1000) hours as a Full-Time Officer (and/or would have so worked except for a period of compensable injury under the Heart and Lung Act) from his/her First Day to the first anniversary of his/her First Day.

(f) **Use During Calendar Year.** All vacation days granted to a Full-Time Officer for any calendar year must be used within that calendar year, or they are forfeited, *except* that—

(1) if vacation time has been approved and scheduled for any time during the months of November or December, and any of that time is revoked under subsection (i) or the Full-Time Officer is recalled to duty during any of that time under subsection (i), such vacation time (up to a maximum of ten (10) days) may be rescheduled during that calendar year or the months of January, February, or March of the succeeding calendar year;

(2) a Full-Time Officer hired as a Full-Time Officer after December 31, 1995 whose First Day was during the months of November or December may use any vacation days which only become available for a calendar year after the anniversary of his First Day, during that calendar year or the months of January or February of the succeeding calendar year; **and**

(3) in addition, up to five (5) vacation days for a given calendar year may be scheduled in the months of January, February, or March of the succeeding calendar year if the Full-Time Officer has at least fifteen (15) new vacation days for that calendar year.

(g) **Scheduling—Priority Scheduling.** On or before January 15 of each calendar year, each Full-Time Officer, in order of seniority, may schedule up to five (5) vacation days during that calendar year. A vacation day may only be scheduled for a calendar day which has not been previously selected and scheduled as a vacation day by another Full-Time Officer. Vacation days may not be scheduled for any time before they are earned and available under subsection (b) or (c). After all Full-Time Officers have had the opportunity to participate in the first selection round, the process shall be repeated for a second, third, and subsequent rounds; in each round, each Full-Time Officer, in order of seniority, shall be given the opportunity to schedule up to an additional five (5) vacation days, subject to the same procedures and restrictions which applied in the first selection round. The selection process shall continue until each Full-Time Officer has scheduled as many available vacation days as he/she desires.

(h) **Scheduling—Additional Days.** Each Full-Time Officer must give at least two (2) weeks written notice to the Mayor and Chief of any request to schedule vacation days not scheduled under subsection (g). Unless required by extenuating circumstances, the Mayor shall grant any request to use a day as a vacation day if no other Full-Time Officer has previously scheduled vacation for that day. After priority scheduling under subsection (g), all vacation days shall be available on a first-come, first-served basis, and once scheduled, no other Full-Time Officer may “bump” a vacation day granted to a Full-Time Officer.

(i) **Uninterrupted Use of Vacation Time.** Once scheduled, no approval for the use of vacation time may be revoked, and no Full-Time Officer shall be recalled to duty during an approved vacation day, *except* as follows:

(1) approval for the use of vacation time may be revoked before the last regularly-scheduled meeting of Council before the scheduled vacation time *only* in the case of operational necessity which cannot be satisfied with the use of other Officers, **and** only if the action is approved by both the Mayor and Council; **and**

(2) approval for the use of vacation time may be revoked after the last regularly-scheduled meeting of Council before the scheduled vacation time, or a Full-Time Officer may be recalled to duty during an approved vacation day, *only* in the event of an emergency declared by the Mayor, **and** only if the necessary complement of police officers cannot be completed with other Officers.

## **§ 11 Personal Days.**

During each calendar year during the term of this Agreement, each Full-Time Officer shall be entitled to four (4) personal days. Except in the case of an emergency, a Full-Time Officer must give the Chief sufficient notice of the Full-Time Officer's intention to take a personal day to permit the Chief to re-schedule the shift. For each personal day granted to and taken by a Full-Time Officer, the Full-Time Officer shall be paid Personal Day Pay in an amount equal to the applicable hourly amount set forth in Section 3 *multiplied by eight* (8).

## **§ 12 Sick or Injury Leave.**

(a) **In General.** Subject to the other provisions of this Agreement, in the event a Full-Time Officer shall be unable to work due to accident or illness (other than accidents or illnesses compensable under the Workers' Compensation Law or the Heart and Lung Act) and is not compensated for such lost work time under the Borough's short-term disability plan, the Full-Time Officer shall be paid Sick Pay in an amount equal to the applicable base hourly compensation under Section 3 *multiplied by* the number of hours that he/she otherwise would have worked, *up to a maximum of* the number of hours remaining in the Full-Time Officer's sick leave balance as of the time of the lost work. On January 1, 2022, each Full-Time Officer's sick leave balance shall be set at his/her sick leave balance as of 11:59 p.m. on December 31, 2021 *plus* fifty-six (56) hours (subject to the limitations of subsection (c)), and on January 1<sup>st</sup> of each succeeding calendar year during the term of this Agreement each Full-Time Officer's sick leave balance shall be

credited with an additional fifty-six (56) hours. A Full-Time Officer's sick leave balance shall be debited one (1) hour for each hour of Sick Pay paid to the Full-Time Officer, effective as of the time the Full-Time Officer would have worked that hour but for the accident or illness. Sick or injury leave shall be taken for just cause only. The Borough reserves the right to inquire into the validity of any absence for sickness or injury.

**(b) Commencement of Employment.** No Full-Time Officer shall receive Sick Pay for any work time missed during the ninety (90) calendar day period beginning with the Full-Time Officer's First Day. Notwithstanding subsection (a), a Full-Time Officer's sick leave balance shall be set at fifty-six (56) hours on the ninetieth (90<sup>th</sup>) calendar day after the Full-Time Officer's First Day, and no time shall be credited to the Full-Time Officer's sick leave balance as of any day before the ninetieth (90<sup>th</sup>) calendar day after the Full-Time Officer's First Day.

**(c) Accumulation of Sick Leave.** Any unused sick leave in a Full-Time Officer's sick leave balance as of the end of a calendar year shall remain available for use in succeeding years, *provided that* the maximum sick leave balance for a Full-Time Officer on any January 1<sup>st</sup> after additional hours are credited that day under subsection (a) shall be One Thousand (1,000) hours (which equals 125 days at 8 hours per day).

**(c.1) Cash-Out on Retirement.** If a Full-Time Officer separates from service with the Borough at a time he/she is entitled to receive an immediate Normal Retirement Benefit or Disability Retirement Benefit under the Borough of Alburdis Police Pension Plan, the Full-Time Officer shall be paid an amount equal to Seven Dollars and Twenty-Five Cents (\$7.25) *multiplied by* the number of hours remaining in the Full-Time Officer's sick leave balance, *up to a maximum of* Five Thousand Eight Hundred Dollars (5,800.00) (which equals 100 days at 8 hours per day). The parties agree that this payment shall *not* be considered part of the Full-Time Officer's "compensation" for purposes of determining the amount of the Full-Time Officer's benefits under the Borough of Alburdis Police Pension Plan, and that the Police Pension Plan shall be amended accordingly.

**(d) Sick or Injury Leave In Excess of Three Days or Two Occurrences; Questionable Usage.** Sick or injury leave in excess of three (3) consecutive days, or sick or injury leave for any day after two previous periods of one or more consecutive days of

sick or injury leave during the same calendar year, and Sick Pay or other compensation for such days, shall be granted to a Full-Time Officer only upon presentation of a signed certification from the Full-Time Officer's attending physician. The Mayor or Council may also require a Full-Time Officer to present a signed medical certification from his/her attending physician any time there is any type of questionable usage, such as repeated Mondays and/or Fridays or where Sick Leave is taken immediately preceding and/or following holidays and/or vacations. Council may require a signed certification from the Full-Time Officer's attending physician or a physician designed by the Borough stating that the Full-Time Officer is physically and/or mentally able to perform the essential functions of his job before permitting the Full-Time Officer to return to work.

**(e) Extended Sick or Injury Leave.**

**(1) Examination by Borough Physician.** If any single period of sick leave persists for more than five (5) consecutive calendar days, the Mayor or Council may require the Full-Time Officer who is requesting additional sick leave to undergo a medical examination by a physician designated by Council, at Borough expense. If the Council-designated physician shall report and certify to the Mayor and Council that the Officer is capable of performing police duties, the Mayor or Council may require an additional medical examination by a physician selected by mutual agreement, and at the mutual expense, of the Borough and the Full-Time Officer (or the Association). If such physician confirms the certification, then his Sick or Injury Leave and Sick Pay shall be discontinued and he/she shall be directed to report for active duty.

**(2) Re-Examinations.** After the initial medical examination set forth in paragraph (1), the Mayor or Council may require such periodic re-examinations as may be appropriate under the circumstances, at Borough expense. If, after any such re-examination, the Council-designated physician shall report and certify to the Mayor and Council that the Officer is capable of performing police duties, the procedures described in paragraph (1) shall apply.

**(f) Failure to Comply With Requirements.** If an Officer fails or refuses to undergo any required examination under this Section, fails or refuses to report for active duty when so directed under this Section, or fails or refuses to produce any medical



certification required under this Section, all Sick Pay and benefits under the Short-Term Disability Plan shall be discontinued. The provisions of this subsection shall not restrict the Mayor and/or Council from also taking any other disciplinary action.

### **§ 13 Bereavement Leave.**

(a) **Immediate Family.** In the event of the death of a Very Close Relative of a Full-Time Officer, the Full-Time Officer shall be entitled to three days of Bereavement Leave and shall be paid Bereavement Pay in an amount equal to the applicable base hourly compensation under Section 3 *multiplied by* twenty-four (24) hours.

(b) **Other Relatives.** In the event of the death of a Close Relative of a Full-Time Officer, the Full-Time Officer shall be entitled to one day of Bereavement Leave and shall be paid Bereavement Pay in an amount equal to the applicable base hourly compensation under Section 3 *multiplied by* eight (8) hours.

(c) **Other Funerals.** Bereavement Leave, without pay, to attend the funeral of other persons with whom the Full-Time Officer had a close relationship may be granted at the discretion of the Mayor, without precedent.

(d) **Definitions.** For purposes of this Section, a Very Close Relative shall mean a Full-Time Officer's spouse, child, brother, sister, parent, parent-in-law, grandparent, or grandchild, and a Close Relative shall mean a Full-Time Officer's uncle, aunt, niece, nephew, brother-in-law, or sister-in-law, or the grandparent, uncle, or aunt of the Officer's spouse. A person in one of the above-relationships by the half-blood, by adoption, or by a "step" relationship shall be treated the same as a person in a full-blood relationship.

### **§ 14 Military Leave.**

Military leave shall be granted as provided by law.

**§ 15 Short-Term Disability Plan.**

During the term of this Agreement, the Borough shall continue to maintain a short-term disability plan and policy as provided in Chapter 16 of the Alburdis Codified Ordinances as in effect on the date of this Agreement.

**§ 16 Long-Term Disability Insurance.**

During the term of this Agreement, the Borough shall provide and maintain, at its own expense, long-term disability insurance protection for each Full-Time Officer hired by the Borough as a Full-Time Officer before January 1, 1996. The insurance shall be in the form of the policies in effect on December 31, 2017 (which are incorporated herein by reference), or substantially equivalent or superior coverage offered by other insurance carrier(s). The Borough shall not be obligated to provide long-term disability insurance for any person first hired as a Full-Time Officer after December 31, 1995.

**§ 17 Life Insurance.**

The Borough shall provide and maintain during the term of this Agreement life insurance protection for each insurable Full-Time Officer in the amount of One Hundred Thousand Dollars (\$100,000.00), without double indemnity, under a policy(ies) issued by company(ies) rated A+ or better by A.M. Best, and subject to the requirements, limitations, and other restrictions of such policies. The insurance shall be in the form of the policies in effect on December 31, 2021 (which are incorporated herein by reference), or substantially equivalent or superior coverage offered by other insurance carrier(s).

**§ 17A Funeral Cost Donation Campaign.**

In the event an Officer is killed in the line of duty or dies from causes related to his/her employment as a Borough police officer, the Borough shall initiate, organize, and

coordinate a donation campaign within the borough and surrounding areas. The proceeds of the campaign shall be used to assist in defraying the costs of the Officer's funeral. The Borough shall not be obligated to contribute towards these costs.

## **§ 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 program shall consist of the product known as Gold PPO 2000/0/20 Rx 0, as offered/amended and renamed from time to time by Capital Advantage Assurance Company (or other affiliate of Capital Blue Cross which takes over that product), or substantially equivalent or superior coverage selected by the Borough which is offered by an affiliate of Capital Blue Cross or by other insurance carrier(s) or health maintenance organizations/paid provider organizations. Each Full-Time Officer may elect which of his/her eligible dependents will be covered by this medical coverage (if any) and which will not be so covered (if any).

**(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. The amount for any given month shall be eight percent (8.0%) of the premium charged to the Borough for that month by the carrier/organization for the medical coverage elected by the Officer. 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.

### **(3) Waiver of Coverage.**

**(A) In General.** Except as provided in subparagraph (C), a Full-Time Officer may elect to waive the medical coverage provided under paragraph (1) if he/she has alternative medical coverage and provides written proof of such coverage to the

Borough at the time of the election and from time to time thereafter whenever requested by the Borough. A Full-Time Officer who so waives medical coverage shall not be required to make the premium contributions described in paragraph (2), and shall receive a monthly cash payment for each calendar month that medical coverage is waived in the amount set forth in subparagraph (B). Payment for any given month shall be made with the first paycheck in that month.

**(B) Monthly Cash Payment.** The amount to be received for a given month by a Full-Time Officer who waives the medical coverage provided under paragraph (1) shall be twenty-five percent (25.0%) of the premium which would have been charged to the Borough for that month by the carrier/organization providing the medical coverage under paragraph (1) to cover the Full-Time Officer and all of his eligible dependents (subject to paragraph (5) below, relating to working spouses).

**(C) Preference Rules.** A Full-Time Officer may not elect to waive medical coverage if his/her election would cause the Borough to fail any minimum participation requirements established by the insurance carrier/health maintenance organization/paid provider organization for the Borough to be able to offer the coverage provided in paragraph (1). It is understood that the minimum participation requirements of the carrier/organization providing medical coverage may require a certain minimum number or percentage of Borough employees to be covered, and that certain employees might not be counted for purposes of that calculation (such as a rule that would not count employees who decline coverage because they are covered under the plan of their spouse's employer). If the minimum participation requirements would permit an election under this paragraph 3 for some, but not all, of the Full-Time Officers who must be counted for purposes of such a calculation and who desire to make the election, then as among those Officers, Full-Time Officers shall have preference in order of seniority (based on their First Day). No other Borough employees shall be permitted to elect no health coverage or any different health coverage if such an election would prevent a Full-Time Officer from making an election under this paragraph 3.

**(4) Cafeteria Plan.** The benefits under paragraph (1) shall be provided through the Borough's Cafeteria Plan (Chapter 14 of the Codified Ordinances) so that

persons who receive medical coverage under paragraph (1) are not subject to federal income tax under current law on the amount of cash which they otherwise could have received if they had waived medical coverage (*i.e.*, cash payments under paragraph (3) and cash not deducted from their paychecks to pay employee contributions under paragraph (2)). Any election under this subsection (a) to elect a medical coverage option, to waive medical coverage, or to reinstate medical coverage, shall be made in accordance with the provisions of the Cafeteria Plan. The Cafeteria Plan shall be amended to conform to the benefit changes made in this subsection (a).

**(5) Working Spouses.** Notwithstanding anything to the contrary in this subsection (a), no health coverage may be elected or provided under this subsection (a) with respect to a spouse of a Full-Time Officer for any month in which such spouse is eligible to participate as an employee in a group health plan sponsored by another employer, *unless* (1) no coverage for which the spouse is eligible under his/her employer's group health plan(s) provides "minimum value" within the meaning of the Patient Protection and Affordable Care Act and the regulations thereunder, *or* (2) the spouse is not reasonably expected to work an average of at least thirty (30) hours per week or at least one hundred twenty (120) days for the employer sponsoring the group health plan. A Full-Time Officer who desires to cover a spouse must provide, from time to time upon request, proof that the spouse is not employed, or, if employed, that the spouse is either not eligible for "minimum value" coverage under a group health plan of his/her employer or is not reasonably expected to work an average of at least thirty (30) hours per week or at least one hundred twenty (120) days for his/her employer.

**(6) Health Reimbursement Arrangement for Health Coverage.**

**(A) In General.** In addition to the health benefit plan under paragraph (1), the Borough shall provide a Health Reimbursement Arrangement which benefits each Full-Time Officer enrolled in the plan under paragraph (1) (the "**Primary Health Plan**"), and provides reimbursements for qualifying medical care expenses that are **(i)** incurred by the Full-Time Officer or an eligible dependent who is enrolled in the Primary Health Plan, **(ii)** during the time the person is enrolled in the Primary Health Plan and during the term of this Agreement, and **(iii)** which are applied to a deductible under the

Primary Health Plan. The HRA Deductible for each calendar year shall be Three Hundred Dollars (\$300) per person and Six Hundred Dollars (\$600) per family, and the Maximum Coverage Amount for each calendar year shall be Two Thousand Dollars (\$2,000) per person and Four Thousand Dollars (\$4,000) per family. No contributions shall be made by Full-Time Officers for the coverage provided under the Health Reimbursement Arrangement.

**(B) Plan Document.** The Health Reimbursement Arrangement under this paragraph (6) shall be in the form of Chapter 20B of the Codified Ordinances of the Borough of Alburdis as in effect on the date of this Agreement.

**(b) Medical Coverage—Retired Former Officers.**

**(1) In General.** For any Officer who retires during the term of this Agreement with entitlement to receive an immediate normal retirement benefit or disability retirement benefit under the Borough of Alburdis Police Pension Plan, the Borough shall offer medical coverage for the retired former Officer during his/her retirement (until terminated under paragraph (3) below) which is the same as the coverage then being provided from time to time to active Full-Time Officers, *except* that the coverage shall provide benefits for the retired former Officer, and, if he/she so elects, his/her spouse (if the spouse is not yet eligible to receive Medicare), but *not* any other dependents, and the coverage shall *not* include any benefits which are reimbursed directly by the Borough (whether through a health reimbursement arrangement or otherwise) rather than through an insurance carrier, health maintenance organization, paid provider organization, or other third party. The retired former Officer must elect coverage under this subsection (b) at or before the time of retirement, to take effect immediately after his/her coverage as an active Full-Time Officer terminates.

**(2) Payments by Former Officer.** If a retired former Officer elects coverage under this subsection (b), the Borough shall contribute an amount each month towards the coverage which is equal to the *lesser* of—

**(A)** the monthly premium, under the rate structure in effect for the month in which the former Officer retired, to provide the medical coverage in effect at that

time under subsection (a)(1) for the former Officer (but not his/her spouse or any other dependents), *less* the amount which the former Officer would be required to contribute under subsection (a)(2) for the month in which the former Officer retired if the Officer received self-only coverage for that month; or

(B) the full cost of the coverage under this subsection (b) for the given month.

However, if the former Officer has become eligible to receive Medicare but coverage continues for his/her spouse who is not yet eligible to receive Medicare, the Borough shall not contribute any amount towards the spouse's coverage. Each month, the retired former Officer shall pay to the Borough the difference, if any, between the amount contributed by the Borough for that month and the cost of the coverage under this subsection (b) for that month. Payment for the coverage for any given month must be received at the office of the Borough Manager on or before the first day of that month. A late fee of Twenty-five Dollars (\$25.00) shall be paid for every fifteen (15) calendar days that all or any part of any monthly payment shall remain unpaid; all payments shall be applied first to unpaid late fees.

**(3) Termination of Coverage.** The coverage provided under this subsection (b) for any given retired former Officer will terminate upon the occurrence of the earliest of the following events:

(A) The date the retired former Officer becomes eligible to receive Medicare, *except* that coverage for the spouse of the retired former Officer may continue until the earliest of the date the spouse becomes eligible to receive Medicare or the date of an event described in subparagraphs (B), (C), or (D);

(B) The date the retired former Officer becomes eligible to participate in any other group medical insurance program as a result of employment;

(C) The date the retired former Officer elects to terminate the coverage provided under this subsection (b);

(D) The date that any amount required to be paid by the retired former Officer under paragraph (2) is more than sixty (60) days past due.

Once the coverage provided under this subsection (b) terminates, it cannot be elected again at a later time.

**(c) Dental and Vision Coverage.**

(1) **Health Reimbursement Arrangement.** During the term of this Agreement, the Borough shall continue to provide Full-Time Officers with coverage under the Health Reimbursement Arrangement for Dental and Vision Expenses in the form of Chapter 20c of the Codified Ordinances of the Borough of Alburtis as in effect on the date of this Agreement.

(2) **Dental/Vision Program Made Available to Nonuniformed Employees.**

(A) **In General.** If, during the term of this Agreement, the Borough provides a plan(s) of dental coverage and/or vision coverage to any nonuniformed employees of the Borough, the Borough shall make the same coverages and options available to any Full-Time Officer who desires to obtain any such coverages by paying to the Borough the premium cost charged to the Borough for such coverage.

(B) **Cafeteria Plan.** If the Full-Time Officer desires to obtain any of the coverages under subparagraph (A) on a pre-tax basis through the Borough's Cafeteria Plan (Chapter 14 of the Codified Ordinances), any election to obtain, drop, waive, or reinstate coverage must be made in accordance with the provisions of the Cafeteria Plan, and all provisions of the Cafeteria Plan shall apply. (As a general rule, an election must be made in December for the entire following calendar year, unless an exception applies permitting a change in elections.) The Cafeteria Plan shall be amended to include the coverages made available to Full-Time Officers under subparagraph (A).



**(C) After-Tax Payment of Premiums.** If the Full-Time Officer does not desire to utilize the Cafeteria Plan under subparagraph (B), he/she may acquire the coverages under subparagraph (A) by paying for them on an after-tax basis by check (due two business days before the Borough must pay the premium) or through an authorized payroll deduction (deducted in the last paycheck before the Borough must pay the premium).

**(D) Health Reimbursement Arrangement.** If any coverage acquired by the Full-Time Officer by payment under subparagraph (C) constitutes “Qualified Insurance” under § 20C-121(e) of the Health Reimbursement Arrangement for Dental and Vision Expenses described in paragraph (1) above (which is likely but not guaranteed), the Full-Time Officer may choose to submit his/her premium payments for reimbursement under that Health Reimbursement Arrangement to the extent the Officer has not exceeded his/her Maximum Coverage Amount. The Full-Time Officer need not do so, however, and may instead submit for reimbursement through the Health Reimbursement Arrangement other dental and vision expenses and/or premiums for other Qualified Insurance obtained by the Full-Time Officer. Accordingly, the Full-Time Officer has the ability, if he/she so desires, to acquire coverage under the Borough’s dental/vision program, and also purchase individual dental/vision insurance which he/she can submit for premium reimbursement under the Health Reimbursement Arrangement. An Officer may not submit a request for reimbursement under the Health Reimbursement Arrangement for coverage provided under the Cafeteria Plan.

## **§ 19 Pension Plan.**

**(a) In General.** Except as provided in this Agreement, the Borough shall maintain throughout the term of this Agreement the Borough of Alburdis Police Pension Plan and Trust as described in Chapter 17 of the Alburdis Codified Ordinances as in effect on the date of this Agreement, which is incorporated herein by reference. It is agreed that such Plan shall govern all rights, duties and responsibilities of the Borough and the Full-Time Officers relating to the police pension.

(b) **Charges, Challenges, etc.** The Association shall not hereafter challenge the validity or propriety of the Borough of Alburdis Police Pension Plan as provided under subsection (a), or the adoption of ordinances establishing or amending the Borough of Alburdis Police Pension Plan as provided under this Agreement in any proceeding in any forum (except with respect to changes or clarifications in the law legislatively adopted, administratively promulgated, or judicially determined after the date of this Agreement).

### § 19A Educational Merit Award.

(a) **In General.** Except as provided in subsection (b), in the event a Full-Time Officer is awarded an Associate's Degree, Bachelor's Degree, or Master's Degree, in criminal justice, a social science(s), or a forensic science(s) from an accredited college or university during his/her employment with the Borough and during the term of this Agreement, the Borough shall provide the Full-Time Officer with a one-time payment in recognition of the Degree in the following amount:

- (1) \$500.00 for an Associate's Degree;
- (2) \$750.00 for a Bachelor's Degree;
- (3) \$1,000.00 for a Master's Degree.

(b) **Limitation.** An Officer shall only receive a payment under this Section for a given Degree if that Degree is first Degree of its type (*i.e.*, Associate's, Bachelor's, or Master's) awarded to the Officer in criminal justice, a social science(s), or a forensic science(s). Thus, for example, if an Officer was awarded an Associate's Degree in forensic sciences in 2013 but had no other Degrees as of the effective date of this Agreement, that Officer shall not be entitled to receive a payment under this Section for any Associate's Degree received during this term of this Agreement, but shall be entitled to receive a payment if he is awarded a Bachelor's Degree which satisfies the requirements of subsection (a). Similarly, if an Officer had no Degrees as of the effective date of this Agreement, and then is awarded two Associate's Degrees during the term of this Agreement (both of which were in criminal justice, a social science(s), or a forensic

science(s)), the Officer shall only be entitled to receive a payment under this Section for the first of such Associate's Degrees.

### **§ 19B Gun Range.**

During the term of this Agreement, the Borough shall provide for membership in the Topton Fish and Game Association (or other organization providing a gun range approved by the Borough and the Association) for all Full-Time Officers and Part-Time Officers.

### **§ 20 Scheduling.**

(a) **Pay Period.** Each Full-Time Officer shall be scheduled for eighty (80) hours of work during each Pay Period, except to the extent the Officer has taken authorized leave (such as vacations, sick time, injury leave, holidays, and bereavement leave). Scheduling of all Officers shall be performed by the Chief and the Mayor in their discretion, and the Chief and the Mayor may utilize shifts of various lengths in order to provide twenty-four (24) hour continuous police coverage, double-coverage during times when the need is greatest, and Full-Time Officers at the busiest times, and/or to satisfy other needs of the police department or the best interests of the Borough. The pattern of shifts and shift durations, and the regular 80-hour schedule of work shifts for a Full-Time Officer may change from Pay Period to Pay Period in the Chief's and the Mayor's discretion to accommodate these priorities, needs, and interests. However, no scheduled regular shift for a Full-Time Officer shall be less than eight (8) hours nor more than twelve (12) hours without the consent of the affected Officer. The Borough shall not be required to bargain over the impact of any scheduling patterns or scheduling changes implemented pursuant to this Agreement. In accordance with these general rules, and without being limited in any way to these specific examples, the Chief and the Mayor may decide to schedule all Full-Time Officers for ten (10) regular shifts of eight (8) hours each during a Pay Period, or to schedule one or more Full-Time Officers for six (6) regular shifts of twelve (12) hours and

one (1) regular shift of eight (8) hours during a Pay Period if they determine that is in the best interests of the Borough.

(b) **Minimum Time-off Between Shifts.** Except in the event of an emergency, the extension of a scheduled shift for one or more hours, or the case of an Officer who is called out for duty, no Full-Time Officer shall be scheduled to work at any time less than eight (8) hours after the end of a previous scheduled work shift.

(c) **Extra Duty.** Notwithstanding any practice prior to the execution of this Agreement, extra duty for Full-Time Officers shall be assigned based on directives from the Chief and the Mayor, from time to time, and need not be assigned based on seniority or any particular pattern.

## **§ 21 Uniforms and Equipment.**

(a) **Maintenance Obligation.** All Officers shall maintain their uniforms in proper condition.

(b) **Damage in the Line of Duty.** The Borough shall reimburse Officers for the cost of repairs to or replacement of all or part of any uniform damaged in the line of duty (including footwear), following the presentation of an incident report documenting the damage and receipts documenting the nature and amount of the expenses incurred. Officers shall not incur any such expenses until the Chief determines they are reasonable and necessary.

### **(c) Full-Time Officers.**

(1) **Initial Uniform.** Each newly-employed Full-Time Officer shall be provided by the Borough with five (5) winter uniform sets and five (5) summer uniform sets at the expense of the Borough. All uniforms so provided shall remain the property of the Borough, and be returned to the Borough upon the termination of a Full-Time Officer's employment with the Borough.

**(2) Uniform Maintenance, Repair, and Replacement.**

**(A) Routine Maintenance.** Except as provided in paragraph (3), each calendar year during the term of this Agreement, the Borough shall provide each Full-Time Officer with the sum of Three Hundred Fifty Dollars (\$350.00) to reimburse him/her for the ordinary cleaning and maintenance of his/her uniform. The parties agree that the Full-Time Officer need not substantiate this amount of expenses since they are inevitable, occur frequently and in small amounts throughout the year, and may include at-home expenditures. This amount shall be paid in the Officer's first paycheck of the calendar year.

**(B) Uniform Allowance.** Except as provided in paragraph (3), each Full-Time Officer shall be granted a uniform allowance of Three Hundred Fifty Dollars (\$350.00) in each calendar year, to be used towards the maintenance of uniforms and the routine repair and replacement of uniform parts as necessary (including footwear). Officers shall not incur any such expenses until the Chief determines they are reasonable and necessary. Expenses so incurred shall be reimbursed by the Borough (up to the remaining balance of the Officer's uniform allowance) following the presentation of receipts documenting the nature and amount of the expenses incurred. Any amount of the uniform allowance not used as of the end of a calendar year shall be carried forward and made available for use in the following year together with the new amount added to the uniform allowance for the following year. The new additional uniform allowance for a given calendar year may not be used to reimburse any expenses incurred in a previous calendar year. Any amount of the uniform allowance not used as of the time the Officer separates from service with the Borough shall be forfeited.

**(3) First Year of Service.** For the calendar year in which the Full-Time Officer is hired as a Full-Time Officer, the amounts under paragraphs (2)(A) and (2)(B) shall be multiplied by a fraction whose numerator is the number of months to be worked by the Officer during that calendar year as a Full-Time Officer (rounded up if the Full-Time Officer was hired on or before the 15<sup>th</sup> day of a month and rounded down if the Full-Time Officer was hired after the 15<sup>th</sup> day of a month), and whose denominator is twenty-four (24).

**(d) Part-Time Officers.**

**(1) Purchase of Uniforms.** Each Part-Time Officer shall purchase at least two (2) sets of winter and two (2) sets of summer uniforms, of the type and style designated by the Borough. A Part-Time Officer may purchase such uniforms directly, or reimburse the Borough for the purchase of such uniforms through payroll deductions. If the Part-Time Officer shall work at least one hundred sixty (160) hours during the one-year period beginning on the first day the Part-Time Officer works as such, then the Borough shall reimburse the Part-Time Officer for the cost of two (2) sets of winter uniforms and two (2) sets of summer uniforms. If the Part-Time Officer purchased the uniforms directly, he/she shall provide receipts documenting the cost of the uniforms. The reimbursement shall be paid in the first paycheck following the first anniversary of the first day the Part-Time Officer works as such.

**(2) Routine Maintenance.** Except as provided in paragraph (3), each calendar year during the term of this Agreement, the Borough shall provide each Part-Time Officer who worked at least two hundred (200) hours as such in the preceding calendar year with the following amount to reimburse him/her for the ordinary cleaning and maintenance of his/her uniform—

| <u>Hours worked as a Part-Time Officer in the preceding year</u> | <u>Amount</u> |
|------------------------------------------------------------------|---------------|
| at least 200 but less than 300                                   | \$ 150.00     |
| at least 300 but less than 400                                   | \$ 200.00     |
| at least 400 but less than 500                                   | \$ 250.00     |
| at least 500 but less than 600                                   | \$ 300.00     |
| 600 or more                                                      | \$ 350.00     |

The parties agree that the Part-Time Officer need not substantiate this amount of expenses since they are inevitable, occur frequently and in small amounts throughout the year, and may include at-home expenditures. This amount shall be paid in the Officer's first paycheck of the calendar year.

**(3) First and Second Calendar Years of Service.** For the calendar year in which the Part-Time Officer is hired, there shall be no payment under paragraph (2). For the following calendar year, the payment under paragraph (2) shall only be made if the Part-Time Officer works at least at least two hundred (200) during the one-year period beginning on the first day the Part-Time Officer works as such. Moreover, the payment for that calendar year shall be calculated based on the number of hours worked as a Part-Time Officer during the one-year period beginning on the first day the Part-Time Officer works as such (rather than the number of hours worked in the preceding calendar year), and the payment shall be made in the first paycheck following the first anniversary of the first day the Part-Time Officer works as such.

**(e) Changes to the Uniform.** The Borough shall provide all Officers with additional or changed parts of the uniform, at Borough expense, whenever changes are made to the uniform by the Borough. This subsection shall apply only at the time the change is made, and not to uniform purchases, replacements, or repairs which occur thereafter.

**(f) Use of Uniform.** The police uniform shall only be worn in connection with police work as approved by the Mayor, unless otherwise authorized by Council and the Mayor.

**(g) Vests.** The Borough shall provide a bullet-proof vest to all Officers at no charge to the Officer or the Officer's uniform allowance. The Borough shall replace such vests, at Borough expense, upon the expiration of the manufacturer's warranty.

## **§ 21A Voluntary Payroll Deductions.**

**(a) In General.** Each Officer may request and authorize the Borough, from time to time during the term of this Agreement, to make payments of the type described in subsection (b) on behalf of the Officer through payroll withholding. The request and authorization shall be in writing in such form as may be satisfactory, from time to time, to the Borough, and shall include the name of the Officer, the payee(s) and their remittance

address(es) together with such other identifying information as may be necessary for the payee(s) to properly credit payment to the account of the Officer, the amount(s) to be deducted for each payee from each paycheck or from specified paychecks (*e.g.*, the first paycheck of each month), the Officer's signature, and such other information or statements as may be required by the Borough. Any such request and authorization, any revised request and authorization, and any revocation of a request and authorization, shall take effect as of the first paycheck that is processed for payment at least one (1) business day after receipt of the request, revision, or revocation. If there is sufficient gross compensation available to pay the amount(s) so authorized for any given paycheck of the Officer, the Borough shall deduct the amount(s) from that paycheck for the Officer, and shall remit all such deductions to the designated payee(s) in accordance with the Officer's then-current request and authorization within three (3) business days after the payday. The Borough has no responsibility to the Officer other than to make payments as and when required under this Section, which are made on behalf of the Officer and not as the agent or representative of any payee. The Borough does not guarantee that any such payments provide any membership, coverage, rights, or benefits to the Officer.

**(b) Permitted Payees.** The following types of payroll withholding and payments may be made under this Section 21A:

- (1) Membership dues to Le-Hampton Lodge 35, Fraternal Order of Police;
- (2) Membership dues to the Alburdis Police Officers' Association.
- (3) Individual insurance coverage.
- (4) Contributions to an Internal Revenue Code § 529 Plan.

**(c) Voluntary and Individual Program.** All payroll deductions and payments under this Section 21A are voluntary for each Officer and may be revoked at any time. It is not necessary to authorize any such deductions as a condition of employment with the Borough. The deductions and payments are made on an individual basis and not as part of



any group program or benefit plan of the Borough, and are made solely from the funds of the authorizing Officer without any contribution from the Borough.

## **§ 22 Physical and Mental Examinations.**

Each Officer shall undergo physical or mental examinations whenever required by the Borough. All examinations under this Section shall be at the expense of the Borough. Each Officer shall remain in sufficient physical and mental condition to properly perform his/her required duties.

## **§ 22A Written Reprimands.**

Written reprimands of an Officer shall be included as part of the Officer's permanent personnel file. However, if an Officer receives no further written reprimands or any disciplinary action within three (3) years thereafter, the document shall be amended with an additional document noting that it has been withdrawn, but the original document shall not be removed from the permanent file.

## **§ 23 Grievance Procedure**

(a) **Definition of "Grievance".** For purposes of this Agreement, the term "grievance" shall mean a dispute concerning the meaning or application of any of the express terms or provisions of this Agreement or the reprimand, suspension, demotion, or termination of Officers for cause.

(b) **Initial Submission of Grievance.** If an Officer has a grievance with the Borough, he shall submit this grievance, in writing, to the Chair of the Public Safety Committee of Council, with a copy to the Mayor, Council, and the Association. The grievance shall be submitted within twenty-one (21) calendar days after the date the Officer knew or should have known of the grievance, or it shall be forever barred.

(c) **Response by Chair of Public Safety Committee.** The Chair of the Public Safety Committee shall respond, in writing, to the grievance within five (5) business days after it was submitted. The response shall either accept, deny, or partly accept and partly deny the relief requested by the grieving Officer.

(d) **Presentation to Borough Council.**

(1) **Submission.** If the Association or the aggrieved Officer is not satisfied with the decision of the Chair of the Public Safety Committee, the Association or the aggrieved Officer may request the opportunity to present the grievance to Council. The request must be submitted, in writing, to the Borough Manager (or his/her designate) within five (5) business days after receipt of the decision of the Chair of the Public Safety Committee, or it shall be forever barred. Council shall then schedule a time to permit the aggrieved Officer, the Association, and representatives of the Borough to present the grievance to the Council, which shall not be later than the first regular meeting of Council which occurs at least fourteen (14) calendar days after the Borough Manager (or his/her designate) receives the request for a presentation. Council shall send the aggrieved Officer and the Association notice of the time for the presentation within two (2) business days after the date it is scheduled, but in all cases at least five (5) business days before the date of the presentation.

(2) **Position of Borough Council.** Council shall notify the aggrieved Officer and the Association of its position no later than one (1) business day after the first regular Council meeting following any presentation/meeting under paragraph (1).

(e) **Failure of Borough to Make a Timely Response.** If the Chair of the Public Safety Committee or Council shall fail to respond within any time limitation established under this Section, and the Association shall not grant an extension of such time limitation, the Chair or Council shall be deemed to have denied the grievance.

(f) **Submission to Arbitration.** If the aggrieved Officer or the Association shall not be satisfied with Council's position on the grievance, the aggrieved Officer or the Association shall so notify the Council within five (5) business days after the date of the Council's determination or deemed determination. Thereafter, Council may choose either

to submit the grievance to arbitration or to reconsider its position. If Council does not accept the Officer's or Association's position within twenty-one (21) calendar days after the Officer's or Association's notice under this subsection (f), the Officer or the Association may submit the grievance to arbitration. All submissions to arbitration must be made within thirty-five (35) calendar days after the Officer's or Association's notice under this subsection (f), and must be in writing to the Borough Manager, the President of the Association, and (if applicable) the Officer.

**(g) Arbitration.**

**(1) The Arbitrator.** In all arbitrations under this Agreement, there shall be one (1) arbitrator, selected by agreement of the Borough and the Association. If the parties fail to agree on an arbitrator, either party may request the Pennsylvania Bureau of Mediation to submit a list of three (3) potential arbitrators. Within five (5) business days after receipt of this list, the Borough shall strike the name of one of the three persons designated. Within five (5) business days after the Borough strikes one name, the Association shall strike the name of one of the persons designated. The individual remaining on the list shall be the arbitrator. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the arbitration hearing.

**(2) Scope of Arbitration.** The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement, or of any previous arbitration awards, but shall confine himself to the precise issues submitted for arbitration and no others. The decision of the arbitrator shall be final, subject to appeal only as provided by law.

**(3) Expenses.** All fees and expenses of the arbitrator shall be divided equally between the Borough and the Association. Each party shall bear the cost of preparing and presenting its own case.

**(h) Extension of Time Limitations.** The Borough and the Association may extend any of the time limitations set forth in this Section by agreement in writing.

## **§ 24 Civil Service Rules and Regulations.**

The Association consents to the Civil Service Rules and Regulations set forth in Chapter 13 of the Alburdis Codified Ordinances as in effect on the date of this Agreement. The Association also consents to an amendment of the Civil Service Rules and Regulations, in the sole discretion of the Civil Service Commission and the Borough Council at any time and from time to time, to remove the position of Chief of Police from civil service protection for persons appointed as Chief thereafter, or to grant civil service protection to persons appointed as Chief thereafter.

### **§ 24A Acting Chief.**

In the event that the Chief becomes ill or disabled or for any other reason will be unable to perform all of the duties of his position, for a period expected to be in excess of twenty-eight (28) calendar days, Council may appoint another Officer as Acting Chief, to serve until the return of the Chief, the appointment of a new Chief, or Council's termination of the appointment as Acting Chief. During any period that an Officer is appointed and serving as Acting Chief, that Officer shall be paid a base hourly rate which is fifteen percent (15%) higher than his/usual base hourly rate. Except as provided in this Section, in the case of temporary absences by an Officer, the duties of the temporarily absent person shall be performed by other Officers without additional compensation; the duties of each Officer shall be deemed to include the temporary performance of another Officer's duties during his/her absence.

### **§ 25 Meet and Discuss.**

Representatives of the Borough and the Association may meet during the term of this Agreement. Such meetings shall occur not more frequently than twice a year, and either party may initiate the request for any particular meeting. The purpose of a meeting shall be to discuss questions and issues that may arise during the implementation and ongoing administration of this Agreement. Such discussion shall not be construed as

negotiations, and at no time should any such discussion result in changes, additions, or modification to part or parts of this Agreement.

**§ 26 Reservation of Rights.**

Unless otherwise specifically provided in this Agreement, the Borough reserves and retains, solely and exclusively, all of its inherent rights to manage the Police Department, as such rights existed prior to the execution of this Collective Bargaining Agreement. The sole and exclusive rights of management which are not abridged by this Agreement shall include, without limitation, its right to establish or continue policies, practices and procedures for the conduct of the business of the Police Department and, from time-to-time, to change or abolish such policies, practices or procedures; the right to determine the methods, processes, and procedures to be utilized by Officers, the right to determine the duties to be assigned to Officers; to hire, promote, and transfer Officers; to select and to determine the assignment and reassignment of Officers in accordance with requirements determined by the Borough, including the total number of hours of work to be performed and the number of Officers on duty at any given time; to establish and change work schedules; and, otherwise to take such measures as the Borough may determine to be necessary for the orderly and efficient operation of the Police Department.

**§ 27 Applicable Law.**

This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

**§ 28 Severability.**

This Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held to be prohibited

or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**In Witness Whereof**, the parties have hereunto affixed their hands and seals the day and year first above written, intending to be legally bound.

Attest:

BOROUGH OF ALBURTIS

\_\_\_\_\_  
Sharon Trexler, Borough Manager

By: \_\_\_\_\_  
Ronald J. DeIaco President of Borough  
Council

Witness:

ALBURTIS POLICE OFFICERS'  
ASSOCIATION

\_\_\_\_\_

By: \_\_\_\_\_  
Christopher Lubenetski, Authorized  
Representative

\_\_\_\_\_

By: \_\_\_\_\_  
Broc Termini, Authorized  
Representative