

COLLECTIVE BARGAINING
AGREEMENT BETWEEN
TOWNSHIP OF WEST WHITELAND
AND WEST WHITELAND TOWNSHIP
POLICE OFFICERS ASSOCIATION

2023-2027

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AGREEMENT

THIS AGREEMENT is made by and between the TOWNSHIP OF WEST WHITELAND (hereinafter referred to as "Township") and the WEST WHITELAND TOWNSHIP POLICE OFFICERS ASSOCIATION (hereinafter referred to as "Association"), the representative agent for the bargaining unit of Police Officers of West Whiteland Township. This Agreement shall have an effective date of January 1, 2023 and shall continue for a term of five years and will be in effect through December 31, 2027.

WITNESSETH:

In consideration of the mutual promises hereinafter set forth, it is agreed by and between the Township and Association as follows:

ARTICLE I

Recognition

The Township continues to recognize the Association as the bargaining representative under Act 111, 43 Pa.C.S. § 217.1, et seq., for the Township's police officers.

ARTICLE II

Definition

The word "officer(s)" when used in this Agreement shall be construed to include patrolmen, patrolwomen and sergeants unless the context clearly indicates otherwise.

ARTICLE III

Wages

Section 1 - Effective with the first payroll in January of each perspective year, base wages for full-time officers will be increased as follows:

2023 4.00%; 2024 3.75%; 2025 3.50%; 2026 3.50%; 2027 3.50%												
Years of service	2023				2024		2025		2026		2027	
	Salary	%	On Time College Pay Increase	Adjusted w/One Time College Pay	Salary	%	Salary	%	Salary	%	Salary	%
0.5	\$ 79,893	4.00%	\$ 1,000	\$ 80,892.80	\$ 83,926	3.75%	\$ 86,864	3.50%	\$ 89,904	3.50%	\$ 93,051	3.50%
1	\$ 87,326	4.00%	\$ 1,000	\$ 88,325.68	\$ 91,638	3.75%	\$ 94,845	3.50%	\$ 98,165	3.50%	\$ 101,601	3.50%
2	\$ 94,759	4.00%	\$ 1,000	\$ 95,758.56	\$ 99,350	3.75%	\$ 102,827	3.50%	\$ 106,426	3.50%	\$ 110,151	3.50%
3	\$ 102,191	4.00%	\$ 1,000	\$ 103,191.44	\$ 107,061	3.75%	\$ 110,808	3.50%	\$ 114,687	3.50%	\$ 118,701	3.50%
4	\$ 109,625	4.00%	\$ 1,000	\$ 110,625.36	\$ 114,774	3.75%	\$ 118,791	3.50%	\$ 122,949	3.50%	\$ 127,252	3.50%
5	\$ 117,058	4.00%	\$ 1,000	\$ 118,058.24	\$ 122,485	3.75%	\$ 126,772	3.50%	\$ 131,209	3.50%	\$ 135,802	3.50%
6	\$ 120,978	4.00%	\$ 1,000	\$ 121,978.00	\$ 126,169	3.44%	\$ 130,584	3.50%	\$ 135,155	3.50%	\$ 139,885	3.50%
Sgt	\$ 130,046	4.00%	\$ 1,000	\$ 131,045.76	\$ 135,960	3.75%	\$ 140,719	3.50%	\$ 145,644	3.50%	\$ 150,741	3.50%

In prior years base wages were based on a two-tiered schedule, officers hired before 1/1/2006 were on a separate pay scale compared to officers hired after 1/1/2006. Beginning in 2023 the two schedules were consolidated by adding an additional year of service (year of service 6), as seen in the schedule above.

Section 2. With respect to any officer newly hired by the Township but with prior experience either as a law enforcement officer or in a related field or fields, the Association recognizes that it is a management prerogative to assign such newly hired officers the seniority (designated as "years of satisfactory service With the Township") which the Township in its sole discretion deems appropriate. The seniority so assigned the newly hired officer shall be effective for such purposes as may be determined by the Township at the time of such hiring. Township may determine that the seniority so assigned shall be effective for all purposes under this contract, for purposes of establishing yearly wage only or for any or all such other purposes as the Township in its sole discretion deems appropriate and proper, provided, however, that the seniority assigned pursuant to this provision shall be only for wage and benefit purposes and for

the purpose of determining eligibility for promotion, should years of service be a relevant criteria or prerequisite with respect to any such promotion, but shall not affect the date of appointment to the West Whiteland Police Department should such date of appointment become relevant to the determination of furloughs in the event that the Board of Supervisors should determine to reduce the number of paid employees of the Police Department in accordance with procedures set forth in the Police Tenure Act.

Longevity

Section 3. Officers hired before January 1, 2006 shall receive longevity pay based on the following schedule:

Length of Service	Benefit*
5 but less than 10 years	3%
10 but less than 15 years	5%
15 but less than 20 years	7.5%
20 years or more	8.5%

*Longevity pay shall be a percentage increase of an officer's base pay.

The change in wage rate for officers qualifying for an increase pursuant to this section shall become effective on the day following his or her actual fifth (5th), tenth (10th), fifteenth (15th) and twentieth (20th) year anniversary of satisfactory service with the Township.

Section 4. Officers hired on or after January 1, 2006 shall receive longevity pay based on the following schedule:

Length of Service	Benefit
5 but less than 10 years	\$2,500
10 but less than 15 years	\$3,000
15 years or more	\$3,500

On-Call

Section 5. Criminal investigators who are placed on-call for the entire calendar year shall receive a flat fee in the amount of \$2,500 for years 2023 through 2025 and \$3,000 for years 2026 and 2027. Investigators shall comply with the on-call criteria as established by the Township. The flat fee will not be included in the hourly rate calculation for overtime purposes. On-call payments shall be made semiannually, in June and December, and subject to all pension plan contributions as outlined in Article IX, Section 3. Officers leaving employment will have the flat fee prorated and paid in his or her final pay.

Officer-In-Charge

Section 6. The officer-in-charge will be paid additional compensation of salary the difference between the officer's base pay and highest paid sergeant's base pay for time spent as the officer-in-charge. In the event a senior criminal investigation officer acts in the role of the detective sergeant for a full shift or more, he or she shall receive the additional compensation for that rank for all such shifts.

Special Duty Details

Section 7. Effective on the date of ratification of the 2018 collective bargaining agreement, officers working special duty details will be paid 1-½ times the base salary rate for the most senior patrol officer (which, by way of example, is \$69.12/hour in 2018) or the officer's actual overtime rate, whichever is higher.

ARTICLE IV

Vacation

Section 1. An officer shall be entitled to fifty-six (56) hours of paid vacation during his or her first year of employment. The officer's vacation bank will be filled on day one of employment. Use of the vacation time shall be approved by the officer's supervisor. The officer shall have completed his/her field training prior to vacation time being approved.

Section 2. An officer who has completed one (1) year or more of satisfactory service with the Township but who has not yet completed five (5) years of satisfactory service with the Township shall be entitled to one hundred and twelve (112) hours paid vacation per year.

Section 3. An officer who has completed five (5) years or more of satisfactory service with the Township but who has not yet completed ten (10) years of satisfactory service with the Township shall be entitled to one hundred and sixty-eight (168) hours paid vacation per year.

Section 4. An officer who has completed ten (10) years or more of satisfactory service with the Township shall receive an additional eight hours of paid vacation per year for each year of satisfactory service completed after the ninth such year, but in no event shall any officer receive more than two hundred and twenty-four (224) hours paid vacation per year. By way of example, an officer who has completed twelve (12) years of satisfactory service with the Township shall receive in his or her thirteenth year of service one hundred and ninety-two (192) hours of paid vacation for that year.

Section 5. The Association agrees that the scheduling of vacation is a management prerogative. The Township agrees that vacations shall be scheduled by management with due regard for the personal preferences of each officer, provided, however, that the interests of the Township and the need to maintain a viable force at all times shall take precedence over the personal preference of any officer with regard to the scheduling of vacation. Vacation pay shall be paid at the time of vacation leave and shall be pro-rated and paid at the time an officer leaves employment, in accordance with Section 13 of this Article.

Personal Time

Section 6. Each officer after the completion of one (1) year of satisfactory service with the Township shall be entitled to thirty-two hours of personal time, which may be used at the discretion of the officer to attend to personal business, provided, however, that the scheduling of the taking of personal time shall be handled in the same manner as set forth in this Agreement for the scheduling of vacation days so that upon reasonable and adequate notice the officer shall be permitted to take his or her personal time as he or she desires, provided only, that such scheduling can be accomplished without any unreasonable disruption of scheduling requirements for the general needs of the Police Department and, under any circumstances, the need to maintain a viable force at all times and to adequately deal with both the routine and emergency business of the Township shall take precedence over the personal preference of any officer with regard to the scheduling of personal time off.

Paid Time Off Bank = (Vacation and Personal Time Off Banks)

<u>Years of Service</u>	<u>Annual Hours</u>	<u>Max. accumulated hrs.</u>
0-12months	56	56
1-4years	144	288
5-9years	200	400
10years	208	416
11years	216	432
12years	224	448
13years	232	464
14years	240	480
15years	248	496
16years+	256	512

Sick Leave

Section 7. Police Officers hired prior to 1980 who have unlimited sick time will not be placed on short-term disability and shall continue with unlimited sick time until long-term disability commences at 180 days. Officers hired prior to 1980 will not receive any sick time accumulation or compensation for same.

All Police Officers hired during or after 1980 shall receive unlimited sick leave,

defined as up to 180 calendar days per illness or injury. Sick leave may be used for an officer's personal illness or other incapacity and for medical and dental appointments that cannot be scheduled during non-working hours, in accordance with the rules, regulations and procedures in the Police Department's Sick Leave General Order. Sick leave also may be used for illness and for medical and dental appointments for an employee's spouse, children, and parents.

Short Term and Long-Term Disability

Section 8. For purposes of both short term and long-term disability benefits, the following definitions of disability apply:

For purposes of short-term disability, and for the first 24-months of long-term disability, disability is defined as "the inability to perform the material duties of a police officer employed by West Whiteland Township." After 24-months of long-term disability benefits having been paid, the definition of disability will be changed to "the inability to perform the material duties of any occupation for which the employee is, or may reasonably become, qualified based on education, training and experience."

In order to integrate the obligations set forth in the sick leave and long-term disability sections of the contract, the following "Sick Leave/STD/LTD" Continuum will be used:

Phase 1 - Sick leave. Employees who are disabled as defined above will first use all of their paid sick leave to cover the period of disability, defined as up to 180 calendar days.

Phase 2 - Short term disability (STD). Employees who continue to be disabled after they have exhausted all of their paid sick leave will have the option of using remaining vacation and personal leave time. Upon exhaustion of 180 calendar days of sick leave, and paid vacation and personal leave if that option is utilized, employees will be eligible for STD income continuation for a period of 90 calendar days commencing with the first calendar day after the exhaustion of paid sick leave time. Employees on STD will receive 70% of their base rate of pay (excluding overtime, on-call pay, or any bonuses) with a minimum of \$100 per month and a maximum of \$5,000 per month.

Phase 3 - Long term disability (LTD). Employees who continue to be disabled after 90 calendar days of STD benefits will be eligible for LTD income continuation for the period of time set forth in the group disability insurance policy, if insured, or if self-insured, until the date the officer becomes eligible for full retirement benefits. LTD benefits

will be payable at the rate of 66.67% of base rate of pay with minimum of \$100 per month and a maximum of \$5,000 per month.

A. When an officer becomes eligible to receive long term disability insurance payments pursuant to this contract and the long-term disability insurance currently in force, then such benefits shall be in full satisfaction of the Township's obligation to pay the wages and other benefits set forth in this contract. During the term of this Agreement, the long-term disability coverage to be as more fully described in the insurance information booklet distributed to the officer.

B. Long term disability shall be offset by any benefits received from workers compensation, social security or any other plan of salary continuation funded totally or in part by the Township.

C. A police officer out on long term disability shall have the right to purchase healthcare insurance, through the Township's plan by paying 100% of the premium cost. This right to purchase insurance is available only until the officer returns to work or is honorably discharged from service. Honorably Discharged officers will have the right to purchase up to thirty-six (36) months of healthcare coverage through the Township by paying 100% of the premium cost. The thirty-six (36) month period shall begin on the first day of eligibility for LTD.

Leave	Begins	Ends	Benefit
Sick	Calendar Day 1 of Injury/illness	Calendar Day 180	100% of Base Salary
Continued Leave (optional)	Calendar Day 181	Following exhaustion of vacation or personal leave	100% of Base Salary
STD	Calendar Day 181 or following exhaustion of vacation or personal leave	90 days after start of short-term disability	70% of Base Salary
LTD	Calendar Day 271		66.67% of Base Salary

Coverage under Phase 2 or 3 may be insured or self-insured at the discretion of the Township. Employees claiming coverage under Phases 2 or 3 may be required to submit objective medical evidence to substantiate the existence and/or the continuation of

a disability in order to be eligible to receive benefits. Such process may include a medical examination by a physician designated by the Township. The Township will pay for any mandated medical examinations under this process. In the event that the Township's physician disagrees with an officer's physician on the issue of disability, then the physicians will select a third-party independent medical examiner whose decision will be final. The Township will pay the cost of the independent medical examiner. If the benefit is self-insured and administered by a Third-Party Administrator, ("TPA") like the Delaware Valley Insurance Trust ("OVIT"), the officers agree to cooperate with the TPA in its administration of the benefit. The officers also agree that the dispute resolution procedure maintained by the TPA will be the exclusive procedure to resolve claim disputes for benefits.

If the benefit is insured, as a condition of receiving benefits under an insured program, employees must comply with the "claim provisions" contained in the contract. Such "claim provisions" may include the duty of claimants to cooperate with the carrier, to provide the carrier with medical information, and to undergo physical examinations ordered by the carrier at the carrier's expense. In addition, the contract may include a dispute resolution procedure that is exclusive and preempts the grievance procedure on issues of benefit eligibility under the policy.

Holidays

Section 9. There shall be twelve (12) holidays per year consisting of New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving and Christmas. Any officer whose regular schedule does not require him or her to work on any of these holidays shall have twelve (12) hours added to their holiday time bank. In the case of an officer who is assigned to work an eight (8) hour workday, eight (8) hours shall be added to their holiday time bank. In accordance with existing practice, work performed on holidays as herein defined shall be compensated at double the regular rate of pay. An officer who works overtime on a holiday shall be compensated at the rate of two and one-half (2½) times the officer's regular hourly rate for each hour of overtime worked on a holiday.

Officers will receive a bank of holiday time on January 1, based on the holiday schedule. Any unused holiday time will be paid out in the last paycheck of each year at the

rate the officer earns at that time. The holiday time bank will be pro-rated for new hires and any officer who terminates employment during the year.

Funeral Leave

Section 10. An officer, whose mother (or stepmother), father (or stepfather), spouse or child dies, shall be entitled to a maximum of four (4) days funeral leave with pay, provided, however, that these are consecutive calendar days and one such day is the day of the funeral. Time thus paid will not be counted as hours worked for the purposes of determining overtime pay. An officer whose brother, sister, mother-in-law, father-in-law or grandparent dies, shall be entitled to two (2) days off with pay. Time thus paid shall not be counted as hours worked for purposes of determining overtime pay.

Court Appearance

Section 11. For each day during which an officer is not otherwise working, but is required- to, be "on call" for a court appearance, but is not actually called, the officer shall receive the equivalent of two (2) hours of overtime pay. The term "court appearance" shall include both Court of Common Pleas as well as Magisterial District Court appearances. If an officer is not otherwise working but is ;;on call" for a court appearance and is actually called, the officer shall receive overtime pay for the amount of time actually spent in such court appearance but in no event less than two (2) hours of overtime pay. Provided, however that if the time required to be "on call" overlaps with the time during which an officer is scheduled to work and the scheduled court appearance, is within one hour of the scheduled time for commencement of work or end of the work shift; then in that event the two (2) hour minimum shall not apply and the officer shall receive overtime pay only for the time actually spent in connection with the court appearance including, however, the time between the actual appearance and the time of the commencement of the shift or the termination of the shift, as the case may be, as time spent in the actual appearance.

Any second actual court appearance on the same day where an officer is not otherwise working starting less than two and one-half (2 1/2) hours after the end of the first court appearance, shall be considered as a continuous appearance, and the officer shall receive overtime pay for the period of time between the appearances as well as the amount

of time actually spent in such second appearance, provided, however, that a second such court appearance starting more than two and one-half (2½) hours after the end of the first actual court appearance shall not be considered a continuous appearance, and the Officer shall not receive overtime pay for the period of time between the appearances, but, in such an event, the officer shall receive a minimum of two (2) hours of overtime paid for the actual second court appearance.

Scheduling

Section 12. Scheduling is recognized to be a management prerogative. However, management shall make a reasonable effort to maintain at least sixteen (16) hours off for each officer between regularly scheduled shifts. If an officer is scheduled to commence a regular work shift within less time than sixteen (16) hours after the termination of the prior shift, then the officer shall receive overtime pay at the rate of one and one-half (1½) times the normal rate of pay for the portion of the subsequent shift actually within sixteen (16) hours of the termination of the prior shift or, if the subsequent shift is on a holiday, then the rate of overtime pay shall be at *two and one-half (2½)* the regular rate, but further provided that the foregoing overtime pay rate shall not apply to the first such overlapping scheduling for each officer during each calendar quarter in which the subsequent shift is not scheduled on a holiday. This section is applicable only to those officers whose regularly scheduled shift consists of eight (8) hour increments.

Accrual of Vacation and Personal Time

Section 13. Vacation and personal time are to be used in the year earned. In no event will vacation or personal time be carried longer than the twenty-four (24) month period immediately following the year in which the vacation or personal time is earned. An officer terminating employment for reasons of death, normal retirement, disability, and voluntary resignation after completion of the probationary period will be compensated for accrued but unused vacation or personal time. It has always been and remains a management prerogative of the Board so that even though an officer has accrued vacation and compensatory-time from a prior year, it is possible that the officer may not be permitted to take all of his or her vacation or compensatory time (prior year's and current year's) consecutively, depending upon the needs and the best interest of the Township. Effective

January 1, 2023, the vacation and personal time banks will be combined into one paid time off (PTO) bank.

Overtime/Compensatory Time

Section 14. During the term of this Agreement, officers shall be entitled to either compensation at a rate of one and one-half (1½) times his or her regular hourly rate or compensatory time for each hour worked in excess of twelve (12) hours during one (1) regularly scheduled workday. In the event an officer chooses compensatory time, one and one-half (1½) hours compensatory time shall be credited for each hour worked in excess of twelve (12) hours during one (1) regularly scheduled workday. For example, for each hour of overtime, an officer shall be entitled to one and one-half (1 1/2) hours of compensatory time.

Compensatory time is intended to be used in the year earned. However, compensatory time may accrue up to 480 hours or the maximum permitted by federal or state law, whichever is lower. When an officer's compensatory time bank exceeds 480 hours; the officer will receive immediate monetary compensation via the next payroll. An officer terminating employment will be compensated for accrued but unused compensatory time at the rate of pay that it was earned.

ARTICLE V

Medical, Dental, Prescription and Vision Insurance; Other Insurance; and Miscellaneous Benefits

Section 1. During the term of this Agreement, the Township will provide healthcare insurance, including major medical and hospitalization, to all full-time police officers. As of January 1, 2023, officers will have the choice of two healthcare plans including (1) Aetna Open Choice PPO plan accompanied by a Health Reimbursement Account (H.R.A.) of \$1,200 or (2) Aetna High Deductible Healthcare Plan accompanied by a Health Savings Account (H.S.A.) and the deductible being fully funded by the Township. Both plans will include a vision plan. Both plans will also provide prescription coverage as provided below. *See Summary of Plans attached hereto as Exhibit 'A' and Exhibit 'B'.*

There shall be no change from the companies providing healthcare insurance,

except upon the mutual consent of both parties hereto but further provided that the Association shall not withhold its consent from any such change proposed by the Township if the benefits provided are not less than the benefits presently provided. In the event an officer is unable to work due to a personal injury or illness, the medical benefits and life insurance shall continue up to the commencement of the long-term disability benefit.

Section 2. During the term of this Agreement, the Township will provide full dental coverage for each employee, spouse and dependent minor children with a maximum allowance of Two Thousand Five Hundred Dollars (\$2,500) per year per participant through Delta Dental, or other equal company as more fully described in a booklet distributed to each officer. The dental/orthodontia benefit shall be a maximum lifetime benefit of One Thousand Five Hundred Dollars (\$1,500) per employee, spouse and dependent minor children, as governed by the eligibility statement in the plan document.

Section 3. During the term of this Agreement, officers who elect the PPO healthcare plan, the Township will provide prescription coverage with a copay of Ten Dollars (\$10.00) for generic prescriptions, Thirty Dollars (\$30.00) for brand name prescriptions, and Seventy Dollars (\$70.00) for name brand non-formulary prescriptions. All refills are limited to a 34-day supply. There shall be a \$20/\$60/\$140 prescription co-pay for a three-month supply of medication via mail order.

During the term of this Agreement, officers who elect the HD healthcare plan, the Township will provide prescription coverage with a copay of Ten Dollars (\$10.00) for generic prescriptions, thirty-five dollars (\$35.00) for brand name prescriptions, and seventy dollars (\$70.00) for name brand non-formulary prescriptions. All refills are limited to a 34-day supply. There shall be a \$20/\$60/\$140 prescription co-pay for a three-month supply of medication via mail order. There will be no payroll contribution for officers enrolled in this healthcare plan.

Section 4. For those officers who elect the PPO Healthcare plan coverage, the Township will continue Health Reimbursement Accounts ("HRA") of \$1200 per officer per year. Officers can use the HRA for medical or related expenditures as provided in the internal Revenue Code, Section 213. HRAs are not available to officers who opt out of the Township's health care plan.

A. Officers may submit requests to the HRA Administrator for reimbursement of medical expenditures until the account is exhausted. The HRA Administrator shall pay all legally authorized reimbursements that are properly documented. The money in the HRAs may not be used for any purpose other than reimbursement of medical care expenses authorized by Section 213 of the Internal Revenue Code. Any HRA funds not used by the end of the year will be returned to the Township and may not be carried over to the next year. The money in the HRA accounts shall not be transferred, assigned or otherwise used by anyone except the officer on the account or covered family members.

For those officers who elect the High Deductible Healthcare plan coverage, the Township will fund deductible in entirety through the Health Savings Accounts ("HSA") - \$2,000 for employee only coverage or \$4,000 for family coverage per officer per year. Officers can use the HSA for medical or related expenditures as provided in the internal Revenue Code, Section 213.

Officers who choose the High Deductible plan coverage will receive their deductible via a Health Savings Account (H.S.A.) An H.S.A. is a type of savings account that allows one to set aside money on a pre-tax basis to pay for qualified medical expenses. By using untaxed dollars in a Health Savings Account (HSA) to pay for deductibles, copayments, coinsurance, and some other expenses, you may be able to lower your overall health care costs.

While you can use the funds in an HSA at any time to pay for qualified medical expenses, you may contribute to an HSA only if you have a High Deductible Health Plan (HDHP). For 2023, if you have an HDHP, you can contribute up to \$3,850 (less the \$2,000 funded by the Township) for self-only coverage and up to \$7,750 (less the \$4,000 funded by the Township) for family coverage into an HSA. HSA funds roll over year to year if you don't spend them and belong to the employee.

Section 5. During the term of this Agreement, in the event of the death of an officer, the Township will permit the deceased officer's immediate family (dependent spouse and dependent minor children) to purchase health insurance described in Article V, Sections 1, 2, and 3, at the expense of the immediate family members. Provided,

however, that this benefit shall only be provided if the Township has the ability to purchase the coverage through its regular medical and other insurance carriers.

Section 6. All full-time police officers hired on or after January 1, 2006 who receive Township provided healthcare insurance, including dental and prescription coverage, shall be required to pay five percent (5%) of the annual health insurance premium to the Township, via pre-tax payroll deductions.

Beginning on January 1, 2022, officers hired prior to January 1, 2006 shall pay 1% of the annual health insurance premium to the Township, via pre-tax payroll deductions.

Section 7. Healthcare Insurance Opt-Out. Officers may opt out of the Township's healthcare insurance coverage for a full year by completing the appropriate form furnished by the Township. An employee who opts out and waives the Township's healthcare insurance coverage shall receive quarterly payments in accordance with the amounts in the next table effective September 1, 2018, provided the officer remains off the Township's healthcare insurance plan for the remainder of the year in 2018 and the full quarter prior to payment in subsequent years. Payments shall be subject to all usual deductions.

Eligible Coverage	Waived Coverage	New Coverage	Opt Out Amount	
			Quarter	Year
Couple	Spouse	Single	\$900	\$3,600
Couple	Spouse, Employee	None	\$1,350	\$5,400
Family	Child(ren)	Couple	\$300	\$1,200
Family	Spouse	P/C	\$450	\$1,800
Family	Spouse, Child(ren)	Single	\$1,350	\$5,400
Family	Spouse, Child(ren), Employee	None	\$1,800	\$7,200
Parent/Child	Child(ren)	Single	\$750	\$3,000
Parent/Child	Child(ren), Employee	None	\$1,350	\$5,400

A. Officers electing to waive healthcare coverage must do so by filing their forms during the open enrollment period in any year, with the provisions of this section taking effect on the next January 1. Once the waiver form has been filed with the Township, the waiver shall continue to be in effect from year to year thereafter until the officer elects to re-enroll and the officer shall be entitled to the applicable payment for waiver for each full year his or her waiver is in effect.

B. Once an officer has waived healthcare coverage for a particular year, the officer may not reinstate coverage for that year except in the event of an unforeseen event or emergency which causes the loss of insurance through another source. An unforeseen event or emergency shall include loss of employment or termination of insurance for a spouse whose employer had provided the alternative insurance. It shall not include the change of any such alternative insurance from a non-contributory to a contributory plan, or the voluntary declination of the spouse of insurance offered by the spouse's employer.

C. Reinstatement of coverage for the succeeding year may be made by notifying the Township in writing no later than November 30th to be effective the succeeding fiscal year. This deadline shall not apply to emergency reinstatement of insurance as provided for in the above paragraph, but the reinstatement shall be subject to whatever requirements or deadlines imposed by the Township's insurance plan. If reinstatement occurs during a waived year due to an unforeseen event or emergency, the officer will repay, pro-rata, any amount already given to the officer in return for the waiver, either in a lump sum or by payroll deduction at the Township's option.

Flexible Spending Accounts

Section 8. The Township will pay to administer new optional flexible spending accounts for qualified childcare, adult care and health expenses. The accounts will be 100% funded by employees, via pre-tax payroll deductions.

Life Insurance

Section 9. During the term of this Agreement, the Township will provide life insurance coverage for each officer with a death benefit in the amount of One Hundred Thousand Dollars (\$100,000.00).

Section 10. During the term of this Agreement, each officer who retires shall be provided with a death benefit at retirement in the face amount equal to one-half (1/2) of the amount of life insurance in force for the officer at the time of his or her retirement. For the purposes of this Section, an officer shall be entitled to retire if, and only if, that officer is entitled to retirement pursuant to the then existing police pension plan.

Physical Examination

Section 11. During the term of this Agreement, each officer shall be required to take an annual physical examination, at the Township's expense, by the Township's appointed physician. The Township, along with the officer, shall receive a copy of the reports and examination.

Dry Cleaning

Section 13. The Township shall provide laundry service for police uniforms through a "pick-up/drop-off" cleaning service to be designated by the Township, which laundry service shall permit each officer to have laundered or dry cleaned, as appropriate, his or her police uniforms, not to exceed three (3) shirts per week, two (2) pairs of pants per week, and one (1) jacket each six months, for and during each week or six-month period, as applicable, during which such officer works. Any additional cleaning or laundering required to comply with departmental regulations shall be at the officer's own expense.

Education

Section 14. Officers enrolled in courses prior to 1999 will be grandfathered and permitted to finish said courses. Any requests for educational assistance must be as a result of enrolling in a Criminal Justice program. If, on or after the date of this award, an officer elects to enroll in a program of study outside of Criminal Justice, it shall be subject to

approval by the Board of Supervisors, in its sole discretion, in order to qualify for compensation. A minimum grade of B is required for reimbursement for both undergraduate and master's degree programs from an institution accredited by an agency recognized by the U.S. Secretary of Education. Officers will also be reimbursed for incidental, direct, out-of-pocket expenses such as books, course materials and the like up to a maximum of One Hundred Dollars (\$100.00) per course, regardless of the grade earned so long as the course is actually completed. An officer will not be reimbursed for courses or programs that are not accredited by an agency recognized by the U.S. Secretary of Education. There shall be an annual cap of \$9,000 per officer for reimbursement of tuition and expenses combined.

Except as provided below, any officer hired before January 1, 2013, receiving education assistance funds on or after January 1, 2014, must agree that he/she will continue his/her employment with the Township for a period of twenty-four (24) months from the date of receipt of the educational assistance funds. Failure to continue employment for the "pay-back period" will require the officer to reimburse the Township for all educational assistance funds remaining unearned under the "pay-back" obligation. Furthermore, and as a condition for the receipt of educational assistance funds, receiving officers authorizes the Township to withhold "pay-back" funds from any final compensation owed by the Township to the officer at the time employment is terminated. Officers terminated for cause (or for reasons set forth in the Police Tenure Act) during a "pay-back" period remain obligated to repay the Township for "pay-back" funds. Officers removed from the force for reasons unrelated to cause will be excused from the "pay-back" obligation.

Officers hired on or after January 1, 2013 are not eligible for the Education Benefit outlined in this section of the contract.

ARTICLE VI

Grievances

Section 1. Grievances are limited to matters involving interpretation of this Agreement, including all matters of discipline, as well as the Heart and Lung Act.

Step 1. The member, either alone, or accompanied by a representative of the bargaining unit itself, shall present the grievance in writing to the Chief of Police within thirty (30) calendar days of its occurrence or knowledge of its occurrence. The Chief of Police shall report his or her decision in writing to the member and the bargaining unit

representative within ten (10) working days of its presentation.

Step 2. In the event that the grievance is not settled at Step 1, an appeal must be presented in writing by the member or by the bargaining unit representative to a Committee of, or designated by, the Board of Supervisors within ten (10) working days after the response at Step 1 is due. The Committee of or designated by the Board of Supervisors shall respond in writing to the member and the bargaining unit representative within ten (10) working days after the receipt of the appeal.

Step 3. In the event that the grievance has not been satisfactorily resolved at Step 2, the bargaining unit representative may initiate an appeal by serving upon the Committee of, or designated by, the Board of Supervisors, a notice in writing of his or her intent to proceed to arbitration within ten (10) working days after the receipt of the Step 2 decision.

Section 2. The arbitrator is to be selected by the parties jointly within ten (10) working days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the American Arbitration Association (AAA) to submit a list of arbitrators pursuant to Voluntary Labor Arbitration Rules of the AAA.

Section 3. The arbitrator shall not add to, subtract from or modify the provisions of this agreement or any other arbitration awards. The arbitrator shall confine himself or herself to the precise issues submitted for arbitration. The arbitrator has no authority to determine any other issue not submitted to him or her.

Section 4. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall be requested to issue his or her decision within thirty (30) days after the hearing is completed.

Section 5. All of the time limits contained in this Article are to be strictly construed; however, they may be extended by mutual written agreement. If the employer fails to respond in a timely manner in any step of the grievance procedure, the grievance shall be deemed denied.

Section 6. Grievances not filed within thirty (30) calendar days of its occurrence or knowledge of its occurrence will be deemed waived and shall be barred from proceeding through the grievance procedures; this thirty (30) day limitation does not apply to Heart & Lung Act claims or grievances.

Section 7. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

Section 8. The bargaining unit must receive notice of any grievance filed and must have an opportunity to appear with the grievant at all steps of the grievance procedure.

ARTICLE VII

Miscellaneous

Section 1. The Association shall be entitled to have a member attend the Pension Board of Trustees meeting; however, that attendee shall not be considered a voting member of the Pension Committee.

Section 2. All existing benefits, except as herein modified or inconsistent with the terms hereof, will continue for the term of this Agreement.

Section 3. All matters not expressly covered herein are agreed to be reserved to the Township as prerogatives of management, unless otherwise required by law.

ARTICLE VIII

Pension

Section 1. Post-Retirement Death Benefit. The Police Pension Plan shall include, inter alia, provision for a post-retirement death benefit to the surviving spouse of a retired officer *which* shall be in the form of a pension in the amount of fifty (50%) percent of the officer's pension. In the event that the officer leaves no surviving spouse, or the surviving spouse dies, then the child or children of the deceased police officer who are under the age of eighteen (18) or, if attending college, who are under or attaining the age

of twenty-three (23), shall be entitled to receive the post-retirement death benefit calculated at fifty percent (50%) of the pension which the police officer was receiving or was entitled to receive at the time of his death. In the case of multiple children, the benefit payable shall be divided equally among the children. Payment shall cease upon the earlier of death or the attainment of age eighteen (18) or, if attending college, under or attaining the age of twenty-three (23).

Section 2. Killed In Service Benefit. The Township's Police Pension Ordinance will be amended to eliminate the killed-in-service survivor benefit. It is the intent of the parties that the killed-in-service benefit will be provided by the Commonwealth pursuant to Act 51 of 2009. Provided however, in the event that the Commonwealth repeals Act 51 of 2009 or discontinues providing killed-in-service survivor benefits to the survivors of municipal police officers, the Township's Police Pension Ordinance will immediately be amended to restore the killed-in-service benefit in effect prior to the date of this Tentative Agreement.

Section 3. During the term of this Agreement, officer contributions to the Pension Plan may, at the option of the Township, be waived taking into due consideration the actuarial soundness of the Plan, the terms thereof and the provisions herein below set forth.

Section 4. Full-time police officers shall become fully vested after completion of twelve (12) years of service.

Section 5. Normal retirement shall be after twenty-five (25) years of service with a minimum age of fifty (50) years.

Section 6. The pension ordinance shall be amended to provide that the base for calculating the officer's pension shall be the average of the final thirty-six (36) months of the officer's salary. In addition, the ordinance shall be amended to provide early retirement after twenty (20) years of service consistent with the provisions of Act 24 (H.B. 595). The benefit is the actuarially reduced accrued benefit. The accrued benefit is calculated the same way as the vested benefit would be. The actuarial reduction is based on the interest rate and mortality table used in the latest actuarial report submitted to the state. The following three (3) examples demonstrate the calculations:

Example 1: A police officer is hired at age 30 with a normal retirement age of 55. The officer is currently 50, has completed 20 years of service and has an average monthly salary of \$4,000. He would have completed 25 years of service at his normal retirement date. The latest actuarial report submitted to the state used an UP-94 mortality table and 7.5 percent interest rate assumption resulting in an actuarial equivalent reduction factor of 64%. The benefit would be calculated in the following manner.

Normal Retirement Benefit

$$\begin{array}{rclcl} \text{Average Monthly Salary} & \times & 50\% & = & \text{Monthly Benefit} \\ \$4,000 & \times & 50\% & = & \$2,000 \end{array}$$

Accrued Benefit (payable at Normal Retirement Date, NRD)

$$\begin{array}{rclclcl} (\text{Yrs completed service} + \text{Projected service from hire to NRD}) & \times & \text{Retirement Benefit} & = & \text{Accrued Benefit} \\ (20 & + & 25) & \times & \$2,000 & = & \$1,666 \end{array}$$

Early Retirement Benefit (payable immediately, 5 years early)

$$\begin{array}{rclcl} \text{Accrued Benefit} & \times & \text{Actuarial Equivalent Reduction Factor} & = & \text{Early Retirement Benefit} \\ \$1,600 & \times & 64\% & = & \$1,024 \end{array}$$

Example 2: A police officer is hired at age 20 with a normal retirement age of 50. The officer is currently 40, has completed 20 years of service and has an average monthly salary of \$4,000. He would have completed 30 years of service at his normal retirement date (50th birthday). The latest actuarial report submitted to the state used an UP-94 Mortality table and 7.5 percent interest rate assumption resulting in an actuarial equivalent reduction factor of 44%. The benefit would be calculated in the following manner.

Normal Retirement Benefit

$$\begin{array}{rclcl} \text{Average Monthly Salary} & \times & 50\% & = & \text{Monthly Benefit} \\ \$4,000 & \times & 50\% & = & \$2,000 \end{array}$$

Accrued Benefit (payable at Normal Retirement Date, NRD)

$$(20 + 30) \times \$2,000 = \$1,333$$

Early Retirement Benefit (payable immediately, 15 years early)

$$\$1,333 \times 44\% = \$587$$

Example 3: A police officer is hired at age 36 with a normal retirement age of 61 (after completing 25 years of service). The officer is currently 56, has completed 20 years of service and has an average monthly salary of \$4,000. He would have completed 25 years of service at his normal retirement date. The latest actuarial report submitted to the state used -a UP-94 mortality table and 7.5 percent interest rate assumption resulting in an actuarial equivalent reduction factor of 62%. The benefit would be calculated in the following manner.

Normal Retirement Benefit

$$\$4,000 \times 50\% = \$2,000$$

Accrued Benefit (payable at Normal Retirement Date, NRD)

$$(20 + 25) \times \$2,000 = \$1,600$$

Early Retirement Benefit (payable immediately, 15 years early)

$$\$1,600 \times 62\% = \$992$$

Section 7. The Social Security offset will be zero.

Section 8. Officers' retirement compensation will be increased by Twenty Dollars (\$20.00) per month for each year that the officer works after his or her twenty-fifth year up to and including the officers' thirtieth year. No such increase will be granted for years worked in excess of thirty.

Section 9. It is further understood that a condition precedent to any change in the Pension Plan benefits is that the plan funding will be legally permissible and fiscally and actuarially sound without the necessity or any reasonable degree of probability of contribution to the plan funding from the general revenues of this Township.

Health Insurance for Retirees

Section 10. Any officer hired prior to January 1, 2006 who retires, based on age and service, or for a service-connected disability, shall receive the basic medical *and prescription* coverage for officer and spouse provided to active members of the bargaining unit. Basic coverage shall include vision but shall not include dental insurance. Retirees shall have the option to purchase health insurance coverage for their minor dependents (age 26 or under) at the actual cost to the Township for that coverage.

There shall be no post-retirement healthcare or prescription coverage for officers hired on or after January 1, 2006.

Section 11. At the time an officer reaches age 65 and is eligible for Medicare, Township provided medical coverage shall cease and the Township will pay to the retiree an annual lump sum to be used toward the purchase of a Medicare Supplement Plan.

The lump sum payment reimbursed to retired officers for Medicare supplemental insurance will be:

- 2018-2020: up to \$2,800/year/retiree
- 2021-2027: up to \$3,000/year/retiree

In the event the retired officer has access to other medical coverage at no cost, post-retirement coverage under this collective bargaining agreement shall terminate until age 65. If the officer has access to medical coverage from other employment for which a

charge is made, then the Township shall pay a portion of the charge based on the percentages in the following scale, and in any event, payment will be made in all cases as follows:

- a. If an officer retires within his or her first year of retirement eligibility, the Township will pay 30% of the cost of basic medical benefits at the time of the officer's retirement.
- b. If an officer retires within his or her second year of retirement eligibility, the Township will pay 35% of the cost of basic medical benefits at the time of the officer's retirement.
- c. If an officer retires within his or her third year of retirement eligibility, the Township will pay 40% of the cost of basic medical benefits at the time of the officer's retirement.
- d. If an officer retires within his or her fourth year of retirement eligibility, the Township will pay 45% of the cost of basic medical benefits at the time of the officer's retirement.
- e. If an officer retires within his or her fifth year of retirement eligibility, the Township will pay 50% of the cost of basic medical benefits at the time of the officer's retirement.
- f. If an officer retires within his or her sixth year of retirement eligibility, the Township will pay 55% of the cost of basic medical benefits at the time of the officer's retirement.
- g. If an officer retires within his or her seventh year of retirement eligibility, the Township will pay 60% of the cost of basic medical benefits at the time of the officer's retirement.
- h. If an officer retires within his or her eighth year of retirement eligibility, the Township will pay 65% of the cost of basic medical benefits at the time of the officer's retirement.
- i. If an officer retires within his or her ninth year of retirement eligibility, the Township will pay 70% of the cost of basic medical benefits at the time of the officer's retirement.
- j. If an officer retires within his or her tenth year of retirement

eligibility, the Township will pay 75% of the cost of basic medical benefits at the time of the officer's retirement.

Section 12. Retired officers who are receiving pensions from the West Whiteland Pension Plan may have those checks deposited directly into his or her bank accounts and shall be responsible for any fees associated with the direct deposit.

Section 13. Effective January 1, 2012, there shall be a Deferred Retirement Option Program (DROP) instituted for members of the bargaining unit.

The program will contain the following elements:

- i. To a maximum of four years of DROP participation.
- ii. The Program will be administered in accordance with Act 44 of 2009.
- iii. DROP payments shall bear interest, computed in accordance with Act 44, at the rate of return achieved by the Fund for each year to a maximum of 4.0%.

Section 14. Consistent with the terms of the Public Employee Pension Forfeiture Act, officers convicted (including guilty plea or no defense) of "crimes related to public office or public employment" will be disqualified from receiving and will forfeit any entitlement to pension benefits under the Township's Police Pension Plan. Provided however, disqualified officers will be entitled to a refund of contributions paid into the fund, without interest.

Section 15. Police officers who are discharged by the Township for cause or for reasons listed in the Police Tenure Act shall not be eligible to elect vested pension benefits. For example, should an officer who has reached 12 years of service as defined by the Police Pension Ordinance and the Agreement be discharged for cause or for reasons listed in the Police Tenure Act, that officer will not receive their vested pension benefit. Provided however, officers ineligible for vested pension benefits or failing to reach the required number of years for vested benefits, will be entitled to a refund of contributions paid into the fund, without interest.

ARTICLE IX
Termination

This Agreement shall be effective January 1, 2023 and shall continue in full force and effect until midnight on December 31, 2027 and thereafter from year to year unless the Association gives prior notice of termination in accordance with Act 111 of 1968, 43 P.S. §217.1 et seq.

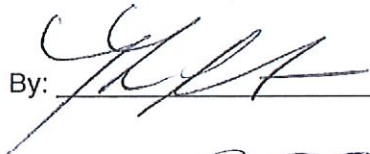
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective representatives there unto duly authorized on the 24th day of August 2022.

WITNESS

WEST WHITELAND TOWNSHIP'S
BOARD OF SUPERVISORS

Pam Mural-Bear

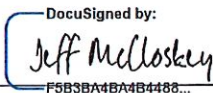
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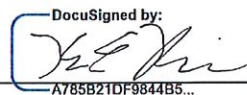
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WITNESS

WEST WHITELAND TOWNSHIP'S
POLICE OFFICERS' ASSOCIATION

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West Whiteland Township

Benefits	Effective Through December 31, 2022		Current PPO \$25/\$25 RX \$10/\$30/\$70		Proposed PPO HSA \$2,000/\$4,000 with integrated RX - 100% funding	
	In network	Out of network	In network	Out of network	In network	Out of network
Deductible	N/A	\$500 single / \$1,000 family	\$2,000 single / \$4,000 family	\$4,000 single / \$8,000 family	\$2,000 single / \$4,000 family	\$4,000 single / \$8,000 family
Employer Deductible Funding	N/A					
Out of Pocket Maximum	\$3,000 single / \$6,000 family	\$3,000 single / \$6,000 family	\$6,550 single / \$13,100 family	\$10,000 single / \$20,000 family	70%, after deductible	70%, after deductible
Primary Care Physician Office Visit	\$25 copay	70%, after deductible	100%, no deductible, no copay	70%, after deductible	100%, no deductible, no copay	70%, after deductible
Specialist Office Visit	\$25 copay	70%, after deductible	100%, no deductible, no copay	70%, after deductible	100%, no deductible, no copay	70%, after deductible
Preventive Care*	\$0 copay	70%, after deductible	100%, no deductible, no copay	70%, after deductible	100%, no deductible, no copay	70%, after deductible
Routine Gyn Exam/PAP*	100%, no copay	70%, no deductible	100%, no deductible, no copay	70%, after deductible	100%, no deductible, no copay	70%, after deductible
Pediatric Immunization*	100%, no copay	70%, no deductible	100%, no deductible, no copay	70%, after deductible	100%, no deductible, no copay	70%, after deductible
Mammography*	100%, no copay	70%, no deductible	100%, no deductible, no copay	70%, after deductible	100%, no deductible, no copay	70%, after deductible
Hospitalization	100%, no copay	70%, after deductible	100%, after deductible	70%, after deductible	100%, after deductible	70%, after deductible
Maternity	\$25 copay, initial visit only. Inpatient hospitalization 100%, no copay	70%, after deductible	100% after deductible, first visit only. Inpatient hospitalization, 100% after deductible	70%, after deductible	100% after deductible, first visit only. Inpatient hospitalization, 100% after deductible	70%, after deductible
Ambulance	100% no copay	Emergency 100%, no deductible. Non-emergency 70%, after deductible	100% after deductible	Emergency - 100%, after in-network deductible. Non-emergency - 70%, after deductible	100% after deductible	Emergency - 100%, after in-network deductible. Non-emergency - 70%, after deductible
Emergency Room	\$100 copay, no deductible. Copay waived if admitted**	100%, no deductible	100%, after in-network deductible	100%, after deductible	100%, after in-network deductible	100%, after deductible
Urgent Care Facility	\$25 copay, no deductible	\$25 copay, no deductible	70%, after deductible	70%, after deductible	70%, after deductible	70%, after deductible
Walk-in clinic	Except 100%, no copay at CVS MinuteClinic	70%, after deductible	100%, after deductible	70%, after deductible	100%, after deductible	70%, after deductible
Outpatient surgery	100%, no copay	70%, after deductible	100%, after deductible	70%, after deductible	100%, after deductible	70%, after deductible
Outpatient Routine Radiology/Diagnostic Lab	100%, no copay	70%, after deductible	100%, after deductible	70%, after deductible	100%, after deductible	70%, after deductible
Complex Imaging (MRI/MRA, CT/CTA Scan, PET scan)	100%, no copay	70%, after deductible	100%, after deductible	70%, after deductible	100%, after deductible	70%, after deductible
Physical/Occupational/Speech Therapy	100%, no copay	70%, after deductible	100%, after deductible	70%, after deductible	100%, after deductible	70%, after deductible
Chiropractic Care	100%, no copay	70%, after deductible	100%, after deductible	70%, after deductible	100%, after deductible	70%, after deductible
Mental Health Services	Inpatient 100%, no copay. Outpatient \$25 copay.	70%, after deductible	100%, after deductible	70%, after deductible	100%, after deductible	70%, after deductible
Substance Abuse Treatment	Inpatient 100%, no copay. Outpatient \$25 copay.	70%, after deductible	100%, after deductible	70%, after deductible	100%, after deductible	70%, after deductible



West Whiteland Township

Effective Through December 31, 2022	Current PPO \$25/\$25 RX \$10/\$30/\$70		Proposed PPO HSA \$2,000/\$4,000 with integrated RX - 100% funding	
Benefits	In network	Out of network	In network	Out of network
Home Health Care	100% no copay, up to 120 visits per calendar year, visits limit combined in and out of network	70%, after deductible, visits limit combined in and out of network	100%, after deductible, up to 120 visits per calendar year, combined in and out of network	70%, after deductible, visits combined in and out of network
Hospice Care	100%, no copay	70%, after deductible	100%, after deductible	70%, after deductible
Skilled Nursing Facility	100% no copay, up to 180 days per calendar year, days limit combined in and out of network	70%, after deductible, days limit combined in and out of network	100%, after deductible, up to 180 days per calendar year, combined in and out of network	70%, after deductible, days combined in and out of network
Durable Medical Equipment	100%, no copay	70%, after deductible	100%, after deductible	70%, after deductible
Orthotic Rider	Not Covered	Not covered	100%, after deductible	70%, after deductible
Prescription Drug Retail	\$10 generic/\$30 brand/\$70 non-formulary, up to a 34 day supply	70% of recognized charges, after applicable copay	100%, after deductible, up to a 30 day supply	70% of recognized charges, after deductible, after applicable copay
Prescription Drug Mail Order	\$20 generic/\$60 brand/\$140 non-formulary, up to a 100 day supply	Not covered	100%, after deductible, up to a 90 day supply	Not covered
Specialty Drug	\$10 generic/\$30 brand/\$70 non-formulary, up to a 30 day supply	Not covered	100%, after deductible, up to a 30 day supply	Not covered