

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NORTHAMPTON TOWNSHIP

AND THE

NORTHAMPTON TOWNSHIP POLICE BENEVOLENT ASSOCIATION

January 1, 2012 through December 31, 2015

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THIS AGREEMENT made by and between the Township of Northampton, 55 Township Road, Richboro, Bucks County, Pennsylvania 18954, hereinafter referred to as "Township" and the Northampton Township Police Benevolent Association, Inc. hereinafter referred to as "P.B.A", the representative agent for the bargaining unit of Police Officers of Northampton Township, Bucks County, Pennsylvania, hereinafter individually referred to as the "Police Officer", of the other part.

WITNESSETH:

WHEREAS, the parties hereto have negotiated a collective bargaining agreement, the terms and provision of which are contained within this document; and

WHEREAS, the Police Officers of Northampton Township, except those in managerial positions consisting of the ranks of Police Chief and Lieutenant, have authorized and selected the Northampton Township Police Benevolent, Inc. ("P.B.A.") to be their representative agent for collective bargaining purposes; and

WHEREAS, the parties have established a framework and structure so as to resolve questions, issues, disputes or controversies that may arise out of the employment relationship including the interpretation and application of the terms and provisions of this Agreement as well as the matters of wages, benefits, retirement and pension benefits and working conditions that form a part hereof; and

WHEREAS, the parties intend to incorporate and consolidate all prior Agreements and Act 111 Awards into this single "Consolidated Collective Bargaining Agreement".

NOW THEREFORE, in consideration of the mutual covenants, promises and undertakings of the parties hereto, and further, the parties, intending to be legally bound hereby under and pursuant to the Uniform Written Obligations Act 33 Pa. C.S.A. Section 6, as well as the Collective Bargaining Act for Police and Fire Employees, Act of June 24, 1968, P.L., 237 No. 111, Section 1, et seq., 43 Pa. C.S.A. Section 217.1, et seq., and accordingly, they and each of them do covenant and agree as follows:

ARTICLE I - TERM

The term of this agreement shall be four (4) years, starting January 1, 2012 and ending on December 31, 2015.

ARTICLE 2 - RECOGNITION

- A. The "Township" recognizes the "P.B.A" as the collective bargaining representative for the Police Officers with respect to any and all matters touching and concerning compensation, wages, hours of work, work conditions, work schedules, retirement pension and disability issues, discipline, tenure, promotion and other issues affecting employment or terms of employment.
- B. The parties agree that neither the "Township" nor "P.B.A." will discriminate against anyone on account of race, color, creed, national origin, age, gender or sex.
- C. The Township agrees that should the "P.B.A." merge into a successor organization, or should it assign the bargaining rights to the Fraternal Order of Police and such is duly approved by the Police Officers, the Township will, upon due notice to it in writing, recognize such entity as the exclusive bargaining representative.

ARTICLE 3 - DEFINITIONS

The following terms and phrases shall be defined as follows:

- A. **Acting in Rank** - shall mean the assumption of a position or assignment or rank for a temporary period not to exceed one year, at which time the position or assignment or rank shall be subject to testing (except in exigent circumstances).
- B. **Age** - shall mean the number of chronological years attained by the Police Officer at his or her last birth date.
- C. **Base Annual Wage Rate** - shall reflect compensation based on Two Thousand Eighty (2080) hours of service.
- D. **Base Hourly Wage Rate** - shall mean the hourly rate of compensation for a Police Officer determined by dividing the contracted annual compensation or base annual wage rate by 2080 hours.
- E. **Board** - shall mean the Board of Supervisors of Northampton Township, or their duly elected or appointed successors in office.
- F. **Child** - shall include all natural born children as well as any adopted children and dependent step children, except where further defined and/or restricted by insurance and pension benefits. The term "dependent step-child" shall be defined to be a child who may be claimed as a "dependent" for Federal Income Tax purposes, or whom is a stepchild residing in the same household as the Police Officer.
- G. **Court** - shall mean any Court of Common Pleas, Federal District Court, and Administrative Agency hearing or Commonwealth Agency hearing that is either required to be attended in the line of duty or approved by the Police Chief.

- H. **District Justice Court** - shall mean any magisterial or justice of the peace level hearing, not being a court of record.
- I. **Date of Hire** - shall mean the annually recurring date of the commencement of a police officer's employment as a police officer for the Township.
- J. **Emergency** - shall represent a sudden or unexpected event, which creates a temporarily dangerous condition usually necessitating immediate or quick action. Should a state of emergency be declared by the Chief of Police, the Chairman of the Board of Supervisors or the authorized designee of the Board of Supervisors, it may require the alteration of scheduled work hours, work shifts and/or personnel assignments.
- K. **Employer** - shall mean the Township of Northampton, of the County of Bucks, Commonwealth of Pennsylvania.
- L. **Grievance** - shall mean a dispute or controversy, which concerns the application, meaning, interpretation or alleged violation of the Collective Bargaining Agreement.
- M. **Manager** - shall mean the Chief Executive Officer of Northampton Township now classified as Township Manager.
- N. **Patrol Officer** - shall mean any male or female Police Officer of Northampton Township who has not been promoted to a higher rank within the Police Department.
- O. **Pay Period** - shall mean the two (2) week interval beginning Monday at 12:01 a.m. through the second subsequent Sunday at 12:00 midnight. The payroll will be distributed on or before the fourth calendar day following the completion of the pay period.
- P. **Police Chief** - shall be defined to be the rank of Chief Executive Officer of the Northampton Township Police Department.

Q. **Police Officer** - shall mean a duly appointed, sworn and employed police officer of Northampton Township.

R. **Premium Pay** - shall be defined to be pay at the rate of one and one half (1 ½) times the Police Officer's base hourly wage rate.

S. **Probationary Police Employee** - shall mean that individual who has been duly appointed, sworn and employed as a Police Officer of Northampton Township on a full time basis but who has not completed twelve (12) months of continuous services.

T. **Retirement** - the voluntary or involuntary termination of service of a Police Officer from active service and employment as a Police Officer of the Township for any reason following the vesting of the pension entitlement under Article XVIII of this Agreement.

U. **Service** - shall mean the aggregate of a Police Officer's total period of employment by the Township as a Police Officer. Included further in computing such time is the time spent by a Police Officer in the Armed Services of the United States of America on active military duty: (i) after having been installed as Police Officer of the Township, if such person has returned to, or, hereafter returns to the employment of the Township as a Police Officer within six (6) months from the date of his or her discharge from active duty in the Armed Forces of the United States [53 Pa C.S.A. Section 765] or, (ii) if the Police Officer has accumulated five (5) years or more of service with the Township as a Police Officer he or she may purchase "service" credits as is authorized by Pa. C.S.A. Section 881.305 which shall be added to his or her years of service, for other than intervening military service. This latter provision allowing for the purchase of "service" credits is restricted to those Police Officers who were employed by the Township prior to January 1, 1988.

V. **Spouse** - shall mean the person who is recognized to have been lawfully joined in marriage to the Police Officer which relationship has not been terminated by divorce or annulment.

W. **Temporary Assignment** - shall mean an impermanent position or assignment of rank.

X. **Uniform Employees Handbook** - shall be defined to be the publication under date of December 1993 (last revised October, 2002).

Y. **Vesting** - shall be defined to permit any Police Officer who is a pension participant with twelve (12) years of service or more accrued in the Police Pension Fund and Retirement Plan to retain a right to all or a portion of the accrued Pension Fund benefits.

Z. **Work Day** - the usual and regularly scheduled tour of duty consisting of either a continuous eight (8) hour period of time or a continuous nine (9) hour period of time.

AA. **Work Shift** - a continuous period of either five (5) consecutive work days consisting of eight (8) continuous hours per work day during a period of seven (7) calendar days; or five (5) consecutive work days consisting of nine (9) continuous hours per work day during a period of eight (8) calendar days. The "work shift", including regularly scheduled tours of duty, shall be assigned on an annual basis for each squad and Police Officer by the Chief of Police. The regularly scheduled tours of duty may be rotated from work shift period to work shift period.

ARTICLE 4 - OBJECTIVE

The parties agree that the Department of Police and the individual Police Officers are herein committed to the delivery of service to the general public and the citizens and property located within the Township for protection, safety and security in the most effective and harmonious manner possible, and that each is to be governed by high ideals of honor, integrity and dedication in their public conduct so as to maintain the merit, respect and confidence of the general public and of the citizens of the Township in the Department of Police and in each Police Officer.

ARTICLE 5 - MANAGEMENT RIGHTS

- A. Except as may be expressly provided herein, the Township will not bargain over matters of inherent managerial discretion of which shall include, but not be limited to, such areas of discretion or policy as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, including the duties, responsibilities and job description of each rank.
- B. The exercise of management prerogative by the Township will not contravene the provisions of this Agreement.
- C. The Township agrees to negotiate with the P.B.A. any changes to the work schedule, and in identifying the established past practices herein secured.

ARTICLE 6 - EMPLOYEE RIGHTS

It is the policy of the Township to secure for all Police Officers their rights and privileges as citizens in a democratic society consistent with their duties and obligations as employees of the Police Department in Northampton Township.

ARTICLE 7 - WORK SCHEDULE

- A. The work shift for Patrol Officers and Patrol Sergeants shall consist of five (5) consecutive workdays of nine (9) hours in a period of eight (8) consecutive calendar days. The Township shall pay Police Officers assigned to a nine (9) hour work day shift, premium pay for all hours worked in excess of nine (9) hours within any twenty-four (24) hour work day period, or for all hours worked in excess of forty- five (45) hours during any work shift period comprised of five (5) consecutive work days in a period of eight (8) calendar days.
- B. The work shift for those Police Officers not covered under Section A above, shall consist of five (5) consecutive work days of eight (8) consecutive hours in a period of seven (7) calendar days. The Township shall pay those Police Officers assigned to an eight (8) hour work day shift, premium pay for all hours worked in excess of eight (8) consecutive hours within any twenty-four (24) hour work day period, or for all hours worked in excess of forty (40) hours during any work shift period comprised of five (5) consecutive work days in a period of seven (7) calendar days.
- C. The Township may only change the work schedule with the consent of the P.B.A.
- D. The Chief of Police may temporarily modify the work schedule of the Police Officers only in the event and for the duration of an emergency.
- E. The Township will not alter a Police Officer's scheduled vacation period when implementing the emergency changes without the consent of the affected Police Officer.

ARTICLE 8 - OVERTIME

- A. The Township shall pay premium pay for all hours, or part thereof, in excess of either eight (8) or nine (9) hours constituting the work day shift, or in excess of either forty (40) hours or forty-five (45) hours constituting the work shift, as is set forth in Article 7 Sections (A) and (B) above.
- B. A Police Officer who is called in to work or required to work outside his or her regularly schedule work day shift or work week shift hours so as to work outside his or her previously schedule work day hours shall be guaranteed three (3) hours of premium pay. However, this provision will not apply in the event the Police Officer is called in to commence work early for three (3) hours or less immediately prior to his or her regularly scheduled work day shift, or should he or she be requested to stay over and work the time immediately following the work day shift, *i.e.* contiguous to his or her work day tour of duty.
- C. Special duty assignments that is extra police protection or coverage that is contracted for by any resident, business entity, community group, school district or organization shall be made through the Office of the Chief of Police. The Police Officer who is assigned the special duty will be compensated at a premium rate of pay.
- D. The Township will pay the Police Officer all regular, premium, special duty and overtime wages due to be paid the Police Officer on or before the fourth calendar day following the completion of the payroll period.

E. Compensatory time may be earned and accrued by Police Officer in lieu of premium or overtime pay under the following conditions:

1. Selection of compensatory time or premium (overtime) pay shall be at the sole discretion of the affected police officer and shall be made by the officer prior to the submission of the bi-weekly work/attendance record to the Finance Department.
2. Compensatory time shall be earned at the same rate as overtime (*i.e.*, 1.5 hours of compensatory time for each hour of overtime or premium pay worked).
3. Utilization of compensatory time shall be in accordance with the Federal Fair Labor Standards Act, except as provided in subparagraph 6 below.
4. Unless otherwise restricted, an officer may convert and be paid in cash for up to 240 hours of compensatory time per year.
5. All monies received from the payment of compensatory time shall be considered salary for the purpose of pension calculations, provided said payments are accepted and/or approved by the Pennsylvania Auditor General's office.
6. Use of compensatory time is intended to be at the discretion of the police officer, provided the selection does not create manpower problems within the department, *i.e.*, leaving a shift below minimum staffing in accordance with departmental rules and regulations. Use of compensatory time off shall not be unreasonably withheld.
7. If, during the course of a Police Officer's tenure, there is an accumulation of accrued compensatory time in excess of 400 hours, the Township may exercise its right to pay off a portion of the accrued compensatory time to a level not below 240 hours without the police officer's consent.

ARTICLE 9 - COURT AND ON CALL TIME

A. Off-Duty Court Attendance

An off-duty Police Officer who is required to attend court at any time other than during his or her regularly scheduled work shift, as a witness in a proceeding in connection with the performance of his/her official duties, shall be compensated at premium pay (overtime rate) from the moment they were placed in on call status to the time that they have concluded their responsibilities to that court for the day in question.

B. On-Call Status

An off-duty Police Officer who is required to be placed in an on-call status for attendance at court as a witness in a proceeding in connection with the performance of his or her official duties, shall be entitled to one hundred dollars (\$100.00) per day as compensation if, and only if, he/she has not been advised by the Chief of Police or his designate that attendance at court is not necessary by 1100 hours on that day. A Police Officer placed in an on-call status who appears in court, however, will be paid the appropriate court attendance compensation. The parties intend that there will be no pyramiding of the on-call compensation payments with the court attendance fee provided in Section A above.

C. Civil Court Proceedings

Any civil court appearances arising out of an officer's duties may be included as compensable (premium pay for any time other than during his/her scheduled work shift) provided:

1. All arrangements (negotiations, witness fees, mileage reimbursement, time of appearance, etc.) are to be conducted through the Police Administration.
2. All appearances have been approved by the Chief of Police or his designee.

ARTICLE 10 - ACTING IN RANK

Effective May 12, 2012 the Township shall pay acting in rank pay adjustments to all affected Police Officers who assume the duties of a higher rank position on a temporary basis and perform in such capacity in excess of one (1) full shift. When implemented, the acting in rank pay increment shall be retroactive to the first hour of the first full shift.

ARTICLE 11 - HOLIDAYS AND PERSONAL DAYS

- A. Except as is provided in Section B and E below, each Police Officer will earn twelve (12) paid holidays during each calendar year pro rata to two thousand eighty (2080) hours of service. Holiday pay shall be issued on two (2) semi-annual lump sum payments. The first payment will be for six (6) holidays and shall be included in the first payroll of May of each year. The second payment will be for six (6) holidays and shall be included in the first payroll of November of each year. Holiday pay shall be computed on an eight (8) hour workday.
- B. A Police Officer who is in his or her first calendar year of service will earn .046 of a holiday hour for every hour of work. The holiday pay will be paid in the first payroll of January, which follows the first calendar year of service.
- C. Police Officers who work on Easter Day, Thanksgiving Day, or Christmas Day will be paid a festive holiday benefit. The Township shall pay each Police Officer premium pay at one and one half (1 ½) times the base hourly rate for each hour worked on the festive holiday. There shall be no pyramiding of premium pay for festive holidays.

D. Each Police Officer shall earn three (3) paid workdays as personal leave time during each calendar year of service pro rata to two thousand eighty (2080) hours of service. The selection of the time off for the personal day shall be in the discretion of the Police Officer, provided the selection does not create a serious manpower problem.

E. A Police Officer who separates from service for any reason will be paid accrued holiday and personal leave pay as provided in Article 26 of this Agreement.

ARTICLE 12 - VACATION LEAVE

A. Effective upon the date of hire, each Police Officer shall earn and accrue on a daily basis, a vacation leave which is in proportion of ten (10) workdays to two thousand eighty (2080) hours of service. The rate of annual vacation leave allotted shall be increased in accordance with the following schedule of service:

1. Sixty (60) months ... Fifteen (15) workdays
2. One Hundred Twenty (120) months ... Twenty (20) workdays
3. One Hundred Eighty (180) months ... Twenty-Five (25) work days
4. Two Hundred Forty (240) months ... Thirty (30) workdays

B. A probationary Police Officer will not be eligible for credited vacation leave in the first six (6) months of service without the approval of the Chief of Police, or his or her designee.

C. A Police Officer may accrue vacation leave earned, up to a maximum of ninety (90) workdays, and any excess time may be redeemed by the Township. Police Officers hired on or after May 15, 2012, shall have a maximum accumulation of sixty (60) vacation days. In addition, the number of vacation days for police officers hired on or after May 15, 2012 shall be prorated in the final year of employment by month.

- D. Police Officers may not use more than ten (10) work days of vacation leave in excess of what can be earned in a calendar years, without the express permission of the Township.
- E. A Police Officer who separates from service for any reason will be paid for vacation leave as provided in Article 26 of this Agreement.
- F. Vacations may be granted only at such times as requested by an employee and approved by his or her supervisor.
- G. All Police Officers shall be permitted to use their allotted vacation time in increments of a combination of workdays, single workdays or in half ($\frac{1}{2}$) workdays.
- H. The selection of the annual vacation time sought by each Police Officer should be submitted on or before March 1 of each year and for those who do so, their preferential time period, shall be allowed and authorized as is herein provided. In the event of conflicting vacation scheduling requests and adequate manpower coverage is not assured, authorization of the requested vacation leave will be made in the order of preference within the patrol squad or within the criminal investigation division based on length of service he or she has as a Police Officer with Northampton Township.
- I. A Police Officer may utilize vacation leave in advance of receiving the specified annual allotment, provided that he or she obtains the permission of his or her supervisor and the Chief of Police. The Chief of Police shall have the sole discretion to determine whether vacation leave requested in advance of being earned shall be granted.

ARTICLE 13 - SICK LEAVE

- A. Each Police Officer shall receive full pay and benefits for that period of time he or she is temporarily disabled due to any physical or mental condition, illness, sickness, injury or incapacity which arises by reason of his or her employment with the Township.
- B. Those Police Officers who are temporarily disabled by reason of a service related injury or condition will be required to endorse the Workers Compensation benefit check over to the Township and will receive their pay less the authorized withholdings (*i.e.* Income Tax, FICA, etc.) and the Police Pension fund contribution hereinafter set forth in Article 18 (I) which contribution will be computed on the full pay.
- C. Each Police Officer will be allocated twelve (12) sick days per annum pro rata to two thousand eighty (2080) hours of service. Sick leave will be earned in a *pro tanto* relationship to service rendered on an annual basis.
- D. Any earned but unused sick leave shall be accrued and added to the individual Police Officer's sick leave bank of time off with pay.
- E. Each Police Officer will be authorized to accrue an unlimited number of sick leave days.
- F. A Police Officer who separates from service for any reason will be paid for his or her accrued sick leave time as provided in Article 26 of this Agreement.

ARTICLE 14 – MEDICAL BENEFITS

- A. From and after the thirty-first (31st) calendar day which follows the date of hire (the Township shall be allowed a fifteen (15) day grace period on either side of such date to accommodate notification to carriers), the Township will enroll and provide the Police Officer, his or her spouse and dependent children as defined in the plan of coverage with healthcare coverage as is hereinafter defined in this Agreement.
- B. The health care coverage which the Township will provide to each Police Officer, his or her spouse and dependent child shall be the plan in effect on July 1, 2012 as summarized in Exhibit "A" attached hereto and made a part of this Agreement. The Township will provide each Police Officer with an individualized copy of the plan of health care coverage benefits available.
- C. The health care coverage will provide for a coordination of benefits and Medicare wraparound, as referenced to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").
- D. The Township shall provide basic medical and hospitalization benefits as provided at any point in time to active members, to Officers and their spouses retiring on either disability or normal age and service retirement pursuant to the police pension plan described in this collective bargaining agreement. Said medical benefits shall extend for a period of four (4) years from the date of the Officer's retirement for the officer and for a period of one (1) year from the date of the Officer's retirement for the spouse, and shall only be provided if the Officer certifies, in writing, on or before the anniversary date of his or her retirement that he or she is not eligible for coverage under any other cost free employer sponsored healthcare plan, including a plan sponsored by the employer of his or her spouse.

E. The post-retirement medical benefits provided in accordance with Section D shall be subject to the following:

1. The Township's obligation to pay premiums shall be limited to the premium cost of such coverage as of the date the employee retires. Premium increases above this amount shall be the responsibility of the employee.
2. For spousal coverage, the Officer must be legally married to his or her spouse at the time of retirement.
3. An Officer must choose and be eligible for this benefit at the time of his or her retirement.
4. Upon expiration of this coverage, the Officer and/or spouse shall be permitted to maintain health insurance coverage as a member of the Township Plan until Medicare eligibility. Following the initial four (4) year period for the officer and the one (1) year period for the spouse, the employee shall then be required to pay all premiums for coverage for themselves and eligible dependents.

F. Police Officers who have medical insurance available from another source may elect to opt-out of the Township provided medical insurance program and be paid twenty percent (20%) of the annual premium cost of the Township provided medical insurance. The payment will be made through bi-weekly payroll but will not be included in any calculation for overtime or pension purposes. An officer will be permitted to re-enroll in the Township's health insurance plan at any open enrollment period or at any time the other coverage becomes unavailable.

G. Any Police Officer who does not qualify for post-retirement medical benefits as provided in Section (E) above and who retires with twenty (20) years or more of service; or separates by reason of a non-service related disability but with ten (10) or more years of service, in such event the covered person, that is the Police Officer, his or her spouse and dependent child, as defined in the plan, will be authorized and entitled to purchase at his or her expense the health care coverage then in existence. The Police Officer and his or her spouse who seeks coverage under this Article will be required to pay in advance the monthly premium cost for such health care coverage allocated to that Police Officer, his or her spouse, and dependent child.

ARTICLE 15 - LIFE INSURANCE

A. The Township will establish and maintain a plan of group term Life Insurance Coverage for each Police Officer wherein each Police Officer will be insured in an amount of Seventy-Five Thousand (\$75,000.00) Dollars face value in the event of death. In the event of death occurring by reason of any accident or his or her employment, the Police Officer shall be insured in the amount of One Hundred Fifty Thousand (\$150,000.00) Dollars. The Police Officer will have the right to designate the beneficiary under the policy of life insurance.

B. The Township shall, at its expense, provide a disability insurance plan of coverage for each Police Officer as is set forth in Section 4, of the Uniformed Employees Handbook.

C. The Township shall permit those Police Officers who retire or separate from service, the right to convert and purchase, at his or her expense, the herein above described group life insurance coverage regardless whether the separation was voluntary or involuntary in nature.

ARTICLE 16 - EDUCATION AND TRAINING

A. The Township agrees to pay each Police Officer hired prior to March 1, 2000 an educational allotment in the first pay period in June of each year as follows:

1. Three Hundred (\$300.00) Dollars, annually to each Police Officer who has earned an Associate's Degree from an accredited institution;
2. Five Hundred (\$500.00) Dollars, annually to each Police Officer who has earned a Bachelor of Science or a Bachelor of Arts Degree from an accredited institution.

B. The Township will provide meal and expense benefits as follows:

1. Five (\$5.00) Dollars for each meal during special training assignments.
2. All necessary expenses for travel, food and lodging for all Police Officers assigned to attend a mandatory training program.
3. An expense allowance in advance and the Police Officer will submit receipts for reimbursement upon return.

C. The Township shall, with prior approval of the Chief of Police, reimburse the Police Officer, upon the successful completion of any course work, for tuition and book costs conditioned upon the following:

1. Reimbursement shall only be authorized for classes at an accredited institution or for other courses approved by the Township toward a degree in law enforcement or criminal justice.
2. Total reimbursement shall be limited to \$3,000 per year.
3. Tuition reimbursement shall be based on the following scale:

<u>Grade</u>	<u>Reimbursement</u>
A	100%
B	80%
C	70%

4. No class shall be taken while on Township time.

ARTICLE 17 - CLOTHING ALLOWANCE

A. The Township shall provide each Police Officer without charge or cost replacement and repair of uniforms and clothing damaged in the course of duty.

B. Each Police Officer shall receive an annual clothing allowance each year of this agreement in order to purchase or to replace uniformed clothing in the following amounts:

<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
\$675.57	\$699.21	\$721.93	\$745.40

C. Each non-uniformed Police Officer (i.e. Detective and Detective Sergeant) shall receive an annual clothing allowance in the following amounts in lieu of the benefits provided in Section B of this Article:

<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
\$760.03	\$786.63	\$812.20	\$838.59

The non-uniformed Police Officer's clothing allowance payment shall be provided as reimbursement on the first scheduled payroll following the provision of acceptable proof of purchase to the Police Chief or his designee.

D. In the event of any change in uniform style or component imposed on a departmental basis, or any change in unit requirements, or assignment to a specialized unit, the initial issue of the effects of that change shall be provided to the officer by the Township and shall be excluded from the clothing allowance referenced in this Article.

E. The clothing allowances in sections B and C above are commensurate with the percent increases in wages shown in Article 19 of this agreement.

ARTICLE 18- PENSION AND RETIREMENT BENEFITS

A. General

1. The Township shall establish and maintain a Pension Fund and Retirement Plan for the Police Officer so as to provide benefits afforded under the Pennsylvania Municipal Retirement Law.
2. The Police Pension Plan schedule of benefits initially effective on May 11, 1966 has been restated in the Plan adopted by the Board of Supervisors on November 11, 1987, and revised on several occasions by Resolutions and/or Ordinances, and last revised and restated on January 1, 2012 and is herein incorporated by reference. For Police Officers hired prior to May 15, 2012, should any term of this Collective Bargaining Agreement conflict with the Police Pension Plan with an effective date of January 1, 2012, the terms of this Collective Bargaining Agreement will apply and control. For those Police Officers hired on or after May 15, 2012, the terms the Police Pension Plan shall apply and control in the event of a conflict.

B. Normal Retirement Requirement

1. A Police Officer who had been employed on December 31, 1991 as a full-time Police Officer for the Township will be eligible for a Normal Retirement upon the completion of twenty-five (25) years of service and attaining fifty (50) years of age. Except as otherwise provided, Police Pension Plan benefits will commence on the first day of the month coincident with or next following the attainment of fifty (50) years of age, unless the Police Officer continues in active service with the Township

in which case payment will commence on the first day of the month which next follows the month of retirement whichever event last occurs. The pension benefits will commence on the first day of the month, which next follows, either the date of death, or the date of retirement by reason of disability for the eligible Police Officer, whichever event first occurs.

2. A Police Officer hired on or after January 1, 1992 will be eligible for a Normal Retirement upon the completion of twenty-five (25) years of service and attaining fifty-five (55) years of age. Except as otherwise provided, pension plan benefits will commence on the first day of the month coincident with or next following the attainment of fifty-five (55) years of age unless the Police Officer continues in active service with the Township in which case payment will commence on the first day of the month which next follows the month of retirement whichever event last occurs. The pension benefits will commence on the first day of the month, which next follows the date of death or date of retirement by reason of disability for the eligible Police Officer, whichever event first occurs.

C. Early Retirement Option

A Police Officer with twenty (20) years or more of credited service may retire prior to attaining the age and service requirement for a normal retirement benefit by filing a written application for an Early Retirement Benefit. The Early Retirement Benefit shall be a vested benefit that is actuarially reduced as provided in Act 24 of 1998.

- D. All full-time Police Officers employed by the Township shall be members of the Police Pension Fund and Retirement Plan.

E. A Police Officer who continues in the employ of the Township as a police officer beyond his or her eligible retirement date, will remain a member of the Police Pension Fund and Retirement Plan until such time as he or she retires or otherwise ceases to be a Police Officer for the Township and during such period of employment the Police Officer must continue to contribute to the plan as is hereinafter provided.

F. Except where a pension benefit becomes payable by reason of a service related disability pension, the length of service requirement of twenty-five (25) years (i.e. Normal Service) shall constitute the denominator in calculating the proportion of pension benefits available under the plan, notwithstanding anything to the contrary herein. Thus, a Police Officer who retires or separates from service with less than twenty-five (25) years of service, but who has attained vesting by rendering twelve (12) or more years of service as a full-time police officer for the Township shall have the maximum pension benefit described above (i.e. fifty (50%) percent of Final Average Compensation) reduced *pro tanto* to service rendered by applying a fraction which is obtained by dividing the total number of years of full-time service rendered as a Police Officer with the Township (numerator) by twenty-five (25) years.

G. In the event the Police Officer, the retiree, or his or her spouse or dependent child should qualify for more than one (1) benefit under the provisions of the Police Pension Fund and Retirement Plan, the parties intend that only the maximum benefit will be payable to the eligible recipient.

H. Each Police Officer may retire from the Department of Police of the Township as authorized under the Plan and receive the pension benefits herein provided and may thereafter be employed by the Township in the capacity of a non-police employee without diminution, suspension or loss of the pension benefits herein set forth.

I. Each Police Officer shall be required to contribute five percent (5%) as set forth herein of their compensation to the Northampton Township Police Pension Plan. The contribution amount shall be reduced below five (5%) per cent, on an annual basis, provided the Township actuarial consultant certifies that all Township pension plan funding obligations shall and can be met by:

1. Funds received from the Commonwealth of Pennsylvania for said purpose (Foreign Casualty Insurance Premium tax monies presently distributed by the PA Auditor General).
2. The earnings on Fund assets.
3. The scheduled employee contributions and certifies that the required reduction in employee contribution can be accomplished without adverse effect on the actuarial soundness of the Police Pension Plan.

J. A Police Officer who is killed in the line of duty shall receive the benefits paid by the Commonwealth of Pennsylvania as provided in Act 51 of 2009.

K. Vesting and Severance of Employment

1. Except as otherwise provided, if a Police Officer separates from service or otherwise for any reason terminates his/her employment with the Township, or, whether voluntarily or involuntarily, ceases to be employed as a Police Officer for the Department of Police of the Township prior to vesting, as is herein provided, and unless an authorized leave of absence is duly approved by the Board of Supervisors, that Police Officer will be entitled to a refund of all pension contributions made by him/her then on deposit in the plan or retirement fund, plus interest on those contributions computed at the applicable statutory interest rate not to exceed six (6%) percent per annum, compounded annually and calculated with regard to the Police Officer's contributions in such a manner as to disregard fractional pension plan years during which the Police Officers contributions may have been held in the plan or fund. The Police Officer who withdraws his or her contribution shall have no benefits or rights under the Pension Plan and Retirement Fund of any nature or kind.
2. A Police Officer who has been employed by the Township and who has twelve (12) years of continuous service, as a full-time police officer with the Township, shall be vested with a pension plan benefit. Should a Police Officer terminate his or her employment as a police officer with the Township, or otherwise cease to be a member of the Department of Police of the Township before attaining the normal retirement age or completing the twenty-five (25) years of service requirement or otherwise in being eligible under the disability provisions

hereinbefore set forth, that Police Officer must vest his or her pension eligibility and may not withdraw his or her pension contribution and interest.

3. The Police Officer with twelve (12) years of service or more will be vested and will then be eligible to receive either the normal pension benefit or the pro rata pension benefit as such should be the case under the plan payable from the retirement fund upon meeting the eligibility requirement or attaining the specified retirement age and upon retirement from the Department of Police. Under the provisions of such benefit should a Police Officer, before attaining either the specified retirement age or the twenty-five (25) years of service required but after having completed twelve (12) years of total service, for any reason cease to be employed as a full-time Police Officer by the municipality in whose pension fund he or she has been a member shall be required to vest his or her retirement benefits; the Police Officer should also file with the governing body (*i.e.* the Township) within ninety (90) days of the date he or she ceases to be a full-time police officer a written notice of his or her intention to vest. Upon attaining the specified retirement age, the Police Officer, except as otherwise provided herein for an earlier eligibility date will, with less than twenty-five (25) years of service which term shall constitute the benchmark for a full pension payment, be paid a pro rata pension benefit. The pension benefit will be based upon the average monthly compensation payable during the final thirty-six (36) month period, prior to his or her termination of employment.

L. Cost of Living Adjustment

1. Retired Police Officers and other eligible recipients who are receiving retirement benefits under Section 4.01 or 4.03 of the Township's Pension Ordinance shall be eligible to receive a cost of living increase in their benefit. The amount of the increase shall be determined by the Board with the assistance of the Plan's actuary, on a year-to-year basis. Provided, however, that such cost of living increase shall not exceed the percentage increase in the Consumer Price Index for the Philadelphia Metropolitan Area, as prepared by the U.S. Department of Labor from the year in which the Police Officer last worked. Provided further, that in no case shall the total of the Normal Retirement Pension Payment and the pension benefits as adjusted by the cost of living increases exceed seventy-five (75%) percent of the final average compensation used in computing the participant's retirement benefits, and provided further, that the total cost of living increase shall not exceed thirty (30%) percent. No cost of living increase shall be granted which would impair the actuarial soundness of the pension fund.
2. A Police Officer, or other eligible pension participant, will not be eligible for a cost of living adjustment until he or she attains the age of sixty (60) years.

M. Should it be determined that a Non-Service Related Disability Pension benefit is lawful under Act 600, such shall be authorized for those Police Officers with ten (10) or more years of service. The pension benefit will be based on fifty (50%) percent of Final Average Compensation adjusted pro rata to the years of full-time service as a police officer (numerator) divided by the required twenty-five (25) years of service (denominator).

N. Deferred Compensation

1. Effective January 1, 2001, the Township shall establish a 457 savings plan for each officer employed by the Township. The Township shall, on an annual basis, deposit into each account 1.5% of the police officer's salary.
2. Upon a Police Officer's termination of employment, all rights and control of said accounts shall be transferred to that Police Officer.

O. Deferred Retirement Option Plan ("DROP")

1. The Deferred Retirement Option Plan set forth in Article X of the Police Pension Plan with an effective date of January 1, 2012 is incorporated herein by reference.
2. Under the Drop plan, the Township will not be responsible for administration of the funds, shall not guarantee any minimum investment performance and the plan must comply with any requirements of the Pennsylvania Auditor General. If the Auditor General at any time finds the plan to be invalid it shall either be revised to conform to the requirements of the Auditor General or, if that is not possible, it shall be terminated.

ARTICLE 19 - WAGES OR SALARY

The following represents the annual base wage or salary by rank and length of service for the Police Officers for the four (4) year term of this Agreement:

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Patrolman	3.5%	3.5%	3.25%	3.25%
Step 1 (0-12 month)	55,249.16	57,182.88	59,041.32	60,960.17
Step 2 (13-24 month)	60,770.79	62,897.77	64,941.95	67,052.56
Step 3 (25-36 month)	66,324.94	68,646.32	70,877.32	73,180.83
Step 4 (37-48 month)	71,879.10	74,394.87	76,812.71	79,309.12
Step 5 (49 months+)	77,433.27	80,143.43	82,748.09	85,437.41
Step 6 (5 years at Step 5)	79,739.37	82,530.25	85,212.48	87,981.89
Step 7 (10 years at Step 5)	82,077.96	84,950.69	87,711.59	90,562.22
Corporal	81,732.86	84,593.51	87,342.80	90,181.44
Corporal 2 nd Class (5 years)	83,806.08	86,739.29	89,558.32	92,468.97
Corporal 1 st Class (10 years)	86,038.78	89,050.14	91,944.27	94,932.46
Detective	79,369.10	82,147.02	84,816.80	87,573.34
Detective 2 nd Class	81,459.80	84,310.89	87,051.00	89,880.15
Detective 1 st Class	83,782.79	86,715.19	89,533.44	92,443.27
Sergeant	84,129.91	87,074.46	89,904.38	92,826.27
Sergeant 2 nd Class	86,181.86	89,198.23	92,097.17	95,090.33
Sergeant 1 st Class	88,233.81	91,322.00	94,289.96	97,354.38
Detective Sergeant	88,233.81	91,322.00	94,289.96	97,354.38

B. The computation of the base annual wage shall reflect compensation based on Two Thousand Eighty (2080) hours of service. The base hourly wage rate is determined by dividing the basic annual wage by Two Thousand Eighty (2080) hours.

C. The Township will be authorized in its discretion to grant one (1) or more step pay grade enhancements as a work experience credit for having worked as a full-time Police Officer for another Law Enforcement Agency.

D. In the event of a promotion of an officer, the officer shall be placed in a grade/classification that effectively increases that officer's base hourly wage rate.

ARTICLE 20 - GRIEVANCE PROCEDURE

A. A grievance may be raised by a Police Officer or several Police Officers, and filed by the P.B.A. representative.

B. Not later than fifteen (15) workdays after the Police Officer becomes aware of an event prompting a grievance, he, she or they may file a grievance. The grievance must be submitted in the following sequence:

1. To the Chief of Police
2. To the Township Manager
3. To the Board of Supervisors
4. To an Arbitrator

C. Decisions and Time Limits

Informal hearings shall be held at Steps (1) and (2); these hearings shall be scheduled within fifteen (15) days unless otherwise extended by mutual agreement. A decision shall be made within fifteen (15) days of the hearing at steps (1) and (2) and within thirty (30) days at step (3). Failure to receive a decision within these time limits shall entitle the grievant to appeal to the next step. If a grievance is not appealed to the next step within ten (10) work days of the receipt of a decision or the time a decision should have been communicated unless extended by agreement, it shall be considered settled on the basis of the Township's last answer. The time limit in each step may be extended by mutual written consent of the grievant and the Township representative involved at any step. As used herein, days shall mean workdays of Monday through Friday, exclusive of holidays.

D. Arbitration

If the grievance is not settled at step (3) either the aggrieved Police Officer(s) or the P.B.A. may refer the grievance to the arbitration process within twenty (20) days after receipt of the Township's answer or the time a decision should have been communicated. The arbitrator may be a person mutually agreed upon or, if such person is not agreed upon within twenty (20) days after submission of the request for arbitration, then either the grievant or the Township may request the American Arbitration Association to submit a list of names of five (5) arbitrators to the parties. Each party shall alternately strike a name until one (1) name remains and that person shall be the arbitrator. The grievant shall strike the first name and thereafter the parties shall alternately strike a name until one (1) name remains.

E. Disciplinary Actions

Suspensions and discharges of Police Officers may be grieved under the Collective Bargaining Agreement or the Police Officer may proceed under the Police Tenure Act. The Police Officer must make the election of whether to grieve or appeal under the Police Tenure Act at the time the charges that represent the basis for the suspension or termination are served upon the Police Officer. The election once made shall not be changed without the express written consent of all parties.

ARTICLE 21 - SPECIAL TENURE RULES

A. Tenure Credits - For all Police Officers hired prior to January 1, 1997 a special tenure credit is provided for determining their classification within the pay scale contained within Article 19. This credit shall be based upon the formula/ratio of 1.5 years of service to Northampton Township Police Department as a sworn officer equaling one (1) year of experience in his/her current pay classification. (Fractions of ½ or more rounded up).

B. A Police Officer may utilize special tenure credits on/at the following occasions for determining his/her pay classification:

1. At each anniversary of the date of hire, a Police Officer may utilize his special tenure credits to improve his pay classification, if applicable.
2. In the event of promotion within the department a Police Officer may use his/her special tenure credits to determine their appropriate pay classification within his/her new rank.
3. A Police Officer, in the event of performing duties of a higher rank, may use his/her special tenure credits in determining the appropriate pay classification at the higher rank.

ARTICLE 22 - LEGAL DEFENSE

A. The Township agrees to defend and to assume all costs, including legal fees in connection with the defense of all Police Officers covered by this Agreement against all civil and criminal actions instituted against such Police Officers on account of any claims, actions, or causes alleged to arise out of or be connected with the performance of any duties by such Police Officers for and on behalf of the Township or as a result of any actions taken by such Police Officer, in the course and scope of his/her employment with the Township, including any and all civil rights actions brought against such Police Officers and regardless of whether such civil rights actions may be brought under the Federal or State Constitutions or of any laws promulgated pursuant to either or both constitutions.

B. The Township shall pay specified and reasonable expenses for a criminal attorney to represent a Police Officer in any criminal proceeding arising from performance of his duties as a Police Officer provided only that the Officer is not found guilty. The attorney shall be chosen from a list of four (4) experienced attorneys named by the P.B.A. and approved by the Township.

ARTICLE 23 - LEAVES OF ABSENCES WITHOUT PAY

A. A Police Officer who is unable to work due to illness and who has exhausted all sick leave benefits may be granted a leave of absence without pay by the Township for a period of time not to exceed six (6) months, upon written request by the Police Officer and upon certification by a doctor that such leave is needed. In cases where leave without pay of more than thirty (30) days is granted, a doctor's certificate of continued disability must be presented to the Township every thirty (30) days. A doctor must certify that the Police Officer is, by reason of such disability, unable to return to work. Where such unpaid leave is approved by the Township, contributions by the Township toward hospitalization, surgical and major medical insurance coverage, as well as life insurance plans as provided in this Agreement shall continue during such leave. An additional leave of absence of up to six (6) months may be granted by the Township.

B. Except as otherwise provided in this Agreement every Police Officer who is on a paid leave of absence has the guaranteed right to return to the same pay grade classification or rank that he or she held before going on leave with pay.

C. Police Officers shall continue to earn sick leave, vacation or other paid leave during any month or part thereof in which they are in compensable status. Police Officers not on such status shall not earn sick and annual leave while on unpaid leave, but shall be entitled to all accrued but unused leave upon return to work. Police Officers shall retain their seniority during an unpaid leave of absence, but shall not accrue additional seniority during such leave.

ARTICLE 24 - PAYROLL DEDUCTIONS

During the term of this Agreement, in addition to all necessary withholding taxes or lawful attachments, the only allowable deductions from the Police Officer's pay will be for dues, credit union, two (2) charities, additional life insurance premiums, dental insurance and for premiums incurred for accident and sickness policies. The Township will also permit the Police Officer to identify his or her portion of compensation that he or she desires to be withheld and transferred directly to Section I.R.C. 457 deferred compensation plan.

ARTICLE 25 - DISPUTE CLAUSE

A. This agreement and any supplemental agreements hereto, hereinafter referred to collectively as Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

B. In the event that any term or provision of this agreement is found to be inconsistent with the existing law (legislation), or is rendered or declared illegal, invalid, or inoperative by final order of any court or Board of Arbitration of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby. However, in such a contingency, the parties shall meet promptly and negotiate with respect to substitute provisions for those parts and provisions rendered or declared illegal, invalid, or inoperative. If the parties are unable to agree and to resolve their disputes with regard to such re-negotiations, the matter will be resolved by final and binding arbitration pursuant to the provisions of Act 111.

ARTICLE 26 - SEVERANCE BENEFITS

- A. A Police Officer who is separated from service (*i.e.*, retires, resigns or terminates) for any reason will be paid the holidays, personal days, longevity and vacation time accrued as follows:
1. Those Police Officers who have ten (10) years of service or less will be paid only for the unused holidays, personal days, longevity and vacation time earned pro rata to the date of separation.
 2. Those Police Officers who have more than ten (10) years of service but less than twenty-one (21) years of service will be paid for the unused holidays, personal days, longevity and vacation time including:
 - a. One half ($\frac{1}{2}$) the annual allotment authorized in the years of separation should the date of separation occur prior to July 1.
 - b. The entire annual allotment authorized in the year of separation should the date of separation occur on or after July 1. However, as provided in Article 12, Section C, the number of vacation days paid at separation to Police Officers hired on or after May 15, 2012 shall be prorated in the final year of employment by month.
 3. Those Police Officers who have twenty-one (21) years of service or more will be paid for unused holidays, personal days, longevity and vacation time including the current calendar year allotment regardless of when the date of separation occurs in that calendar year. However, as provided in Article 12, Section C, the number of vacation days paid at separation to Police Officers hired on or after May 15, 2012 shall be prorated in the final year of employment by month.

B. A Police Officer who is separated from service with the Township for any reason will be to the extent of the earned but unused sick leave accrued:

1. Permitted to receive compensatory time off with pay up to maximum of one hundred twenty (120) days; or
2. For those Police Officers hired before May 15, 2012, paid for up to ninety (90) sick leave days, which shall be redeemed by the Township at the base annual wage rate. Those Police Officers hired on or after May 15, 2012, shall be paid 50% of their accrued sick leave bank to a maximum of 90 days; or
3. If employed on January 1, 1989, and the Police Officer had accumulated more than ninety (90) sick leave days as of that date, paid for up to the number of unused sick leave days existing as of January 1, 1989, but in no event more than one hundred twenty (120) sick leave days; or
4. All other unused sick leave days shall be forfeited without compensation upon separation from service.

ARTICLE 27 - PAST PRACTICES

All existing benefits and practices enjoyed by a Police Officer not expressly modified by this Agreement shall remain as is and be continued hereunder.

ARTICLE 28 - PHYSICAL EXAMINATION

A. Pursuant to criteria for physical examinations developed by the Chief of Police all of which shall be distributed to the Police Officers and the P.B.A., the Township, through the Chief, may require a Police Officer to undergo a complete physical examination. Absent the Township's request, each individual Police Officer has a right to undergo a physical examination once every four (4) years if Age 40 and under, and once every two (2) years at Age 41 or over.

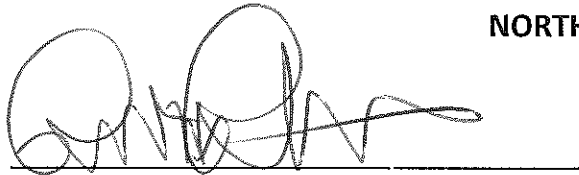
B. The attributes, tests, and procedures, etc., for the physical and psychological examination shall be in accordance with the criteria as established by the Chief of Police. Physical examinations shall be performed either by a physician or medical facility approved by the Township or by the Police Officer's own physicians and/or medical facilities. The Township agrees to a maximum reimbursement for such medical expenses in the amount of Two Hundred (\$200.00) Dollars.

ARTICLE 29 - HEADINGS

Any heading preceding the text of the several Articles hereof, are inserted solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction of effect.

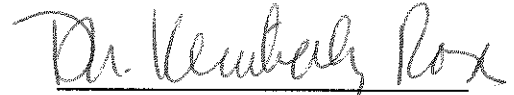
IN WITNESS WHEREOF, the parties hereto have set their respective hands and seal this

11th day of June, 2013.



Robert M. Pellegrino, Manager

NORTHAMPTON TOWNSHIP BOARD OF SUPERVISORS

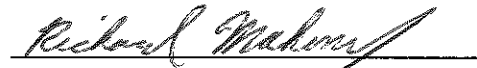


Dr. Kimberly Rose, Chairman

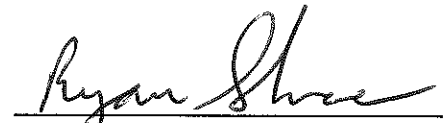


Eileen Silver, Secretary

NORTHAMPTON TOWNSHIP POLICE BENEVOLENT ASSOCIATION



Richard Mahony, Chairman
P.B.A. Negotiating Committee



Ryan Share, President



Charles Pinkerton, Secretary

**Schedule of Benefits-Northampton Township
PPO Medical Plan
GrandFathered Plan**

<i>Benefit Description</i>	<i>In Network</i>	<i>Out-of-Network</i>
Maximum Benefit Limit		
Annual Maximum	Unlimited	
Plan Deductible		
Individual	None	\$250
Family	None	\$500
Annual Out of Pocket Limit		
Individual	None	\$1,000
Family	None	\$2,000
Wellness Benefits		
Routine Adult Physical Exam-1 exam per calendar year (includes coverage for immunizations)	\$10 copay	80% after deductible
Well-Child Exams (includes coverage for immunizations) Under Age 3 -first 12 months of life-7 exams -13 th -24 th months of life-3 exams -24 th -36 th months of life-3 exams Ages 3 to 18-1 exam per calendar year	\$10 copay	80% after deductible
Routine Gynecological Exams -1 visit per calendar year	\$20 copay	80%, no deductible
Hearing Exam-1 exam per 12 month period	\$20 copay	80% after deductible
Routine Cancer Screenings		
Routine Mammogram - one annual mammogram for women age 40 and over	\$20 copay	80% no deductible
Routine Pap Smear	\$20 copay	80% no deductible
Prostate Screening/PSA Test - one annual prostate screening for men age 40 and over	\$10 copay	80% after deductible
Routine Digital Rectal Exam - one annual exam screening for men age 40 and over	\$10 copay	80% after deductible
Routine Fecal Occult Blood Test - one per 12 consecutive month period	\$10 copay	80% after deductible
Routine Sigmoidoscopy -one test per consecutive 5 year period-age 50 and over	\$10 copay	80% after deductible
Routine Double Contrast Barium Enema (DBCE) -one test per consecutive 5 year period-age 50 and over	\$10 copay	80% after deductible
Routine Colonoscopy -one test per 10 consecutive year period-age 50 and over	\$10 copay	80% after deductible
Vision Care		
Routine Eye Examinations -1 visit every 24 months. Includes contact lens fittings.	\$20 copay	80% after deductible
Eyeglasses/Contact Lenses	\$200 per 24-month period	

Benefit Description	In Network	Out of Network
Physician Services		
Physician Office Visits-non surgical	\$10 copay	80% after deductible
Specialist Office Visits-non-surgical	\$20 copay	80% after deductible
Office visit-surgical	100%	80% after deductible
Walk-In Clinic Non-Emergency visit	\$10 copay	80% after deductible
Physician Services for Inpatient Facility and Hospital Visits	100%	80% after deductible
Administration of Anesthesia	100%	80% after deductible
Prenatal Care – for the first OB visit	\$20 copay	80% after deductible
Prenatal Care – Subsequent Prenatal Visits	100%	80% after deductible
Immunizations (when not part of a physical exam)	Adults: \$10 copay Children:\$10 copay	Adults: 80% after deductible Children:80%, no deductible
Allergy Testing and Treatment	\$10 copay \$20 copay specialist	80% after deductible
Emergency Medical Service		
Hospital Emergency Facility (copay waived if admitted)	\$50 Copay	
Non-Emergency Care in Hospital ER	Not Covered	
Urgent Medical Care Facility	\$50 copay	
Ambulance	100%	80% after deductible
Outpatient Diagnostic/X-Ray/Lab		
Diagnostic and Preoperative Testing	\$20 copay	80% after deductible
Complex Imaging (MRI/CT/PET Scans)	\$20 copay	80% after deductible
Diagnostic Lab Testing	\$20 copay	80% after deductible
Diagnostic X-Rays	\$20 copay	80% after deductible
Outpatient Surgery		
Outpatient Surgery	100%	80% after deductible
Inpatient Services		
Hospital Room and Board and Other Inpatient Services (includes birthing centers)	100%	80% after deductible
Skilled Nursing Facilities-180 days per calendar year maximum-in and out of network	100%	80% after deductible
Hospice Facility and related care during stay	100%	80% after deductible
Short Term Outpatient Rehabilitation Therapies		
Outpatient Physical, Occupational, and Speech Therapy (all therapies combine in and out of network to 60 visits max per calendar year)	\$20 copay	80% after deductible
Chiropractic Care	\$20 copay	80% after deductible
Surgery and Anesthesia		
Inpatient Surgery	100%	80% after deductible
Outpatient Surgery	100%	80% after deductible
Transplant Services Facility and Non – Facility expenses	100%	80% after deductible

Benefit Description	In Network	Out of Network
Mental and Nervous Conditions		
Inpatient Treatment	100%	80% after deductible
Outpatient Treatment	\$20 copay	80% after deductible
Treatment of Alcohol and Substance Abuse		
Inpatient Detoxification	100%	80% after deductible
Inpatient Rehabilitation	100%	80% after deductible
Outpatient Detoxification	\$20 copay	80% after deductible
Outpatient Rehabilitation	\$20 copay	80% after deductible
Other Medical Benefits		
Basic Infertility Expenses (coverage is for the diagnosis and treatment of the underlying medical condition causing the infertility only)	\$20 copay	80% after deductible
Comprehensive Infertility Expenses <i>Artificial Insemination Maximum Benefit-six (6) courses of treatment per lifetime</i> <i>Ovulation Induction Maximum Benefit-six (6) courses of treatment per lifetime</i>	\$20 copay	80% after deductible
Diabetic equipment, supplies, and education	100%	80% after deductible
Chemotherapy/Infusion Therapy/Radiation Therapy	100%	80% after deductible
Inpatient and Outpatient Morbid Obesity Surgery and related services	100%	80% after deductible
Home Health Care-120 visits per calendar year (in and out-of-network combined)	100%	80% after deductible
Hospice (outpatient)	100%	80% after deductible
Durable Medical Equipment (DME)	100%	80% after deductible
Prosthetic Devices (some prostheses must be approved in advance by Aetna)	100%	80% after deductible
Prescription Drugs		
Each 34-day supply (Retail)	\$10 copay – generic drugs \$20 copay – brand-name	80% of recognized charge
Each 100 day supply (Mail Order)	\$20 copay – generic drugs \$40 copay – brand-name	Not Covered

HMO Plan Summary

Delaware Valley Health Insurance Trust: Northampton Township (Grandfathered Plan)

All non-emergency specialty and hospital services require a prior referral from your PCP, unless noted below as a "direct access" benefit.

Maximum Benefit	Unlimited
Annual Out of Pocket (includes copays)	
Individual	\$2,000
Family	\$4,000
Primary and Preventive Care	
PCP Office Visits	\$10 copay
After Hours/Home Visits/Emergency Visits	\$15 copay
Routine Examinations 1 visit per calendar year	\$10 copay
Routine Child and Well-Baby Care	\$10 copay
Immunizations	\$10 copay
Routine Gynecological Exams - direct access (no referral) to participating providers for 1 visit per calendar year	\$20 copay
Routine Mammogram - one annual mammogram for women age 40 and over	\$20 copay
Prostate Screening - one annual prostate screening for men age 40 and over	\$10 copay
Routine Eye Examinations direct access (no referral) to participating providers for periodic routine exams. Includes contact lens fitting and evaluation. 1 exam every 24 months	\$20 copay per exam
Eyeglasses/Contact Lenses	\$ 200 per 24-month period Discounts available through Vision One Discount Program
Specialty and Outpatient Care	
Specialist Office Visits	\$20 copay
Prenatal Care - for the first OB visit	\$20 copay
Allergy Testing	\$20 copay
Allergy Treatment Routine injections at PCP's office, with or without physician encounter	\$20 copay
X-rays and Lab Tests Including but not limited to: Magnetic Resonance Imaging (MRI); Computerized Axial Tomography (CAT); and Positron Emission Tomography (PET)	\$20 copay
Outpatient Therapy (speech, occupational, physical) Treatment up to 60 visits per calendar year, (Combined speech, occupational and physical)	\$20 copay
Chiropractic Care 20 visits per calendar year	\$20 copay
Home Health Care	100%
Hospice Care	100%
Durable Medical Equipment (DME)	100% per item
Prosthetic Devices	100% - some prostheses must be approved in advance by Aetna
Bariatric Surgery	100%

Inpatient Services	
Inpatient Visits	100%
Skilled Nursing Facilities 180 days per Calendar Year	100%
Hospice Facility	100%
Surgery and Anesthesia	
Inpatient Surgery	100%
Outpatient Surgery	100%
Mental and Nervous Conditions	
Inpatient Treatment	100%
Outpatient Treatment	\$20 copay
Treatment of Alcohol and Drug Abuse	
Inpatient Detoxification	100%
Inpatient Rehabilitation	100%
Outpatient Detoxification	\$20 copay
Outpatient Rehabilitation	\$20 copay
Emergency Services	
Hospital Emergency Room Copay waived if admitted	\$35 copay
Urgent Care	\$20 copay
Walk-in Clinic	\$20 copay
Prescription Drugs	
34-day supply (retail)	\$10 copay – generic drugs \$20 copay – brand-name formulary drugs
100-day supply (mail order)	\$20 copay – generic drugs \$40 copay – brand-name formulary drugs