

Exhibit A
PBA Collective Bargaining Agreement

COLLECTIVE BARGAINING AGREEMENT

By and between

THE BOROUGH COUNCIL OF THE BOROUGH OF JENKINTOWN

and the

THE JENKINTOWN POLICE BENEVOLENT ASSOCIATION

TERM:

JANUARY 1, 2020 – DECEMBER 31, 2023

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AGREEMENT

THIS AGREEMENT made this 1st day of January, 2020, by and between the BOROUGH COUNCIL of the BOROUGH OF JENKINTOWN (hereinafter referred to as the "Borough") and the JENKINTOWN POLICE BENEVOLENT ASSOCIATION (hereinafter referred to as the "Department").

WITNESSETH:

WHEREAS, under the Act 111 of the Commonwealth of Pennsylvania (Act of June 24, 1968).43 Pa. C.S.A. § 217.1, *et seq.* and pursuant to Section 1 thereof, the Department through a duly authorized negotiating team entered into negotiations with the Borough regarding working conditions and compensation for the calendar years set forth in Section I, below; and

WHEREAS, the said negotiating team and representatives of the Borough have bargained collectively in good faith and agreed on terms and conditions of employment for the same years; and

WHEREAS, in addition to setting the terms of the contract for those years, the parties hereto have directed that the existing and future terms of employment be set forth in writing.

NOW, THEREFORE, the parties hereto do covenant and agree as follows:

I. TERM.

This Agreement by and between the Borough of Jenkintown and the Police Department is to commence on January 1, 2020, and will remain in full force and effect, unless otherwise modified in writing, between the parties hereto, through December 31, 2023.

II. SALARY SCHEDULE.

The base annual salary, excluding longevity, for full-time Patrolmen and Sergeants for the contract years 2020, 2021, 2022, and 2023 shall be as follows:

a. For a patrol officer who has been in the full-time employ of the Borough as a police officer for more than two (2) years, annual salary (hereafter referred to as the "standard" salary shall be increased from that of the preceding year at the following rates:

January 1, 2020 – 4%

January 1, 2021 – 4%

January 1, 2022 – 4.25%

January 1, 2023 – 4.25%

A1. Full time salary for Patrolmen with more than two (2) years' of experience for the Borough shall be:

a. \$93,196.85 for 2020

b. \$96,924.73 for 2021

c. \$101,044.02 for 2022

d. \$105,338.39 for 2023

A2. Full time salary for Sergeants shall be:

a. \$99,503.76 for 2020

b. \$103,483.90 for 2021

c. \$107,881.96 for 2022

d. \$112,466.94 for 2023

B. Officers shall receive the following percentile increases in their salaries after service to the Borough of Jenkintown as full-time patrol hiring and until completion of two (2) years of officers and/or sergeants:

- i. Starting pay shall be seventy percent (70%) of the then current standard salary.
- ii. After completing one (1) year of service eighty-five percent (85%) of the then current standard salary.
- iii. After completing two (2) years of service one hundred percent (100%) of the then current standard salary.

III. LONGEVITY.

Longevity increments shall be granted and paid on the first payday after the Anniversary Date of the Officer's full-time employment.

Effective January 1, 2020 the longevity increments shall be paid as follows; however, an annual longevity payment shall not exceed \$5,000 per Officer:

After Year of Service	Percentage of Base
5	1%
10	2%
15	3%
20	4%
25	5%

IV. WORK SCHEDULE.

All scheduling to accommodate twenty-four (24) hour coverage by Officers shall be within the sole prerogative of the Borough through its representative, the Chief of the Department.

Scheduling shall remain the sole prerogative of the Chief or his delegated representative. Substitutions shall be permitted with the permission of the Chief or his designee.

Time sheets must reflect actual time worked and failure to note same by the Officers substituting shall be cause for disciplinary action.

V. TWO WEEK PAY PERIOD.

In order to accommodate the twelve (12) hour per shift rotation schedule, two-week pay periods will be established. This allows the pay period to cover an eighty-four (84) hour work period. Payment for hours will then be consistent with hours worked. Four (4) hours will be earned as "Kelly Time".

The Borough agrees to offer Direct Deposit to Department Employees. Paychecks shall be dated, available, distributed or deposited (for Direct Deposit) to the full time members of Department by the Borough by noon of the Thursday following the end of the pay period.

VI. OVERTIME COMPENSATION .

Overtime is defined as time worked in excess of:

- a. 12 hours per shift.
- b. 84 hours per pay period.

Except as set forth in the following paragraph, overtime shall consist of all work duties and work required during off-duty hours. In computing overtime a "day worked" (12 hours) shall include Kelly Days, Vacation Days, Holidays (112 hours) and up to 24 hours of sick leave, but none of the foregoing shall be included when an Officer is not normally scheduled to work. A "day worked" shall be credited as 12 hours worked in computing pay for the week in which the "day worked" is taken. Overtime shall be computed at one and one-half times the regular rate of pay, with the exception of overtime created in the schedule which is otherwise compensated for in Sec. 17 ("Kelly Days").

An Officer's schedule shall not be unilaterally modified so as to avoid payment of overtime compensation where such Officer had been requested to work unscheduled time during the pay period.

VII. TRAINING.

An Officer attending school or the firing range on off-duty time shall be compensated at straight time for the hours attended. This time shall not be used in calculating overtime pay. One-hour travel time shall be allowed for all schools outside the Borough. In order to be earned the activity giving rise to compensation must be documented on the Officer's time card for the week in which the activity is performed by a full description of the activity. Any departmental approved and/or sanctioned training will be counted as a working day (i.e., 12 hours, according to the current schedule), for a minimum of eight (8) hours of training.

VIII. COURT ATTENDANCE .

In the event that a Police Officer is subpoenaed or required to testify in a court of competent jurisdiction at a time other than during his or her normally scheduled working hours in any matter arising from his or her official duties as a Jenkintown Police Officer, he or she shall be entitled to be paid for each hour or part thereof. Said court attendance shall be certified by the District Attorney's office, the office of any public prosecutor, or the District Justice. When the scheduled time of a hearing is equal to or greater than thirty-one (31) minutes prior or subsequent to the Officer's shift the Officer shall receive no less than two (2) hours compensation for any hearing before a District Justice and four (4) hours for appearance in a court of record. In addition, each Officer shall be compensated for one (1) hour of travel time for attendance at a court of record, which actually equals or exceeds three (3) hours.

IX. SICK LEAVE PROCEDURE.

Effective January 1, 2016, the Association shall provide the Borough, on a not less than a calendar quarter basis, with a complete schedule of sick time usage for the prior quarter and for year to date with all accumulated sick leave per individual officer also shown.

Police Officers who have been hired prior to December 31, 1986 are entitled to receive 240 hours of sick leave per year. Police Officers hired after December 31, 1986 shall be entitled to receive 120 hours of sick leave per year. Effective January 1, 2018, sick leave provided to Police officers shall be increased to 144 hours per year. Police Officers shall receive their regular rate of pay for sick leave provided that they are, in fact, sick and unable to work. One day equals 12 hours.

Police Officers who report sick may not work for or receive wage/salary income from any other employment, occupation, trade or business while on sick leave. On the first Monday of December of each year of this agreement all full time Officers shall have the right to elect, in writing, whether their unused sick leave shall be accumulated or, in the alternative, "purchased" as follows: Over the course of an officer's tenure, there is a "cap" of 960 hours of total accumulated sick time. Those who had more than 960 accumulated hours prior to January 1, 2010, are "grandfathered" in. An officer may opt to accumulate unused sick leave, each year, up to a maximum of 120 hours per year except for officers hired prior to December 31, 1986 who receive 240 hours of sick time per year. In the alternative, an officer may sell back his/her unused sick leave at the officer's then-applicable hourly rate. Payments for unused sick time from a given year will be paid in a separate check to the officer no later than February 1 of the following year.

Sick leave is authorized only for bona fide illnesses and injuries not sustained in the line of duty which render an Officer sick and unable to work. The procedure to be followed and the information to be supplied are as follows:

- A. Officers reporting sick or injured shall notify the OIC or County Radio as appropriate at least three (3) hours before the Officer's scheduled time to start a shift.
- B. The Officer-in-charge who receives notification directly or from County Radio will complete a Sick Leave Contact Report and place it in the Chief's bin.
- C. The Officer reporting sick shall give his name, place of confinement, nature of illness or injury, and a phone number where he may be contacted. The receiving Officer shall note that information on the Sick Leave Contact Report.
- D. Notification shall be given for each day of absence. If an Officer is off on sick leave in excess of thirty-six (36) working hours during any six (6) month period, he/she shall be required to provide the Chief or his designee with written certification from a physician regarding the condition(s) causing the absence, the opinion of the doctor that the absence was necessitated by the condition(s) and if the Officer is not immediately returning the prognosis of recovery time.
- E. The sick Officer shall remain at the place of confinement for one day or twelve hours starting with the Officer's shift starting time. He shall, prior to departure, notify the Officer-in-charge when it is necessary to leave the place of confinement, giving the reason for departure and the time of return. The receiving Officer shall report such information to the Chief on a Sick Leave Contact Report Form. A sick Officer shall not leave his place of confinement except to receive treatment or except with the permission of the Chief or the Officer-in-charge.

F. The Chief may issue rules and regulations concerning sick leave procedure, which shall be consistent with these provisions.

X. VACATION.

A. Vacations may be taken in blocks corresponding to the normal weekly or daily schedule of the Officer requesting it with the basic block being twelve hours (1 day). Should the operating schedule of the department be altered as to its basic block, for instance to an 8 hour day, the vacation block scheduling will be correspondingly altered as well.

B. Effective January 1, 2020, vacations shall be earned as follows:

0-6 years:	96 Hours
7-11 years:	140 Hours
12-19years:	180 Hours
20+ years:	225 Hours

Vacation for newly hired officers will be prorated as a function of the balance of the year rounded up to the nearest hour. (IE an officer hired June 25th will receive $189/365$ ths of 96 hours – 50 hours (49.70).

C. Vacation time must be taken in accordance with the following regulations:

1. Only one Officer on vacation per shift at any one time with the scheduling of weekly vacation to take precedence over scheduling of vacation in days.
2. At least five (5) days advance written request to the Chief who shall respond to the requesting Police Officer within two days thereafter. Scheduling of requested vacation in days shall be in the discretion of the Chief so that it does not interfere with regular scheduling due to circumstances, including but not limited to, the unavailability of a replacement to complete the shift, to avoid incurring unnecessary overtime, or to insure adequate police

coverage as may be required by special circumstances. Denial of requests to schedule vacation in days shall not be arbitrary or capricious.

3. No Officer may carry forward more than 48 hours vacation time unless that Officer has been unable to utilize his or her accumulated vacation through no fault or oversight of his or her own and at the discretion of the Chief. Any Officer so impacted shall be expected to take his or her vacation as soon as practicable upon their return.

XI. HOLIDAYS.

A. Each Police Officer shall earn twelve (12) hours holiday time on the calendar day on which it falls and be entitled to take a total of one hundred twelve (112) duty hours off during the year as holidays. Holidays earned are as follows: New Year's, Martin Luther King Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and sixteen (16) hours personal time. Effective January 1, 2016, each Police Officer shall be afforded an additional Religious Preference Holiday. The Officer shall designate the holiday that he/she chooses to utilize in writing at the beginning of each year. Any unearned holiday taken shall be deducted from final payment if separated prior to retirement.

B. Major Holidays. Police Officers that are required to work on certain "major" holidays shall be paid at two (2) times their regular rate of pay. The major holidays shall be New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas.

C. No Officer may carry forward more than 24 hours holiday time.

XII. SERVICE OUT OF RANK.

Continuing the provisions of the contract dated January 15, 1992 and effective January 1, 1992, any full-time Police Officer, senior in rank working on a tour of duty without a "Shift Supervisor" and who is acting and certifying the duties of "Shift Supervisor" for a period of three (3) consecutive hours or more shall receive the pay rate of a Sergeant and shall be designated "Shift Supervisor." The "Shift Supervisor" shall be responsible for the actions of other patrolmen on his or her shift as well as general supervisory responsibilities.

When assigned Sergeants are "on call" to act as Shift Supervisors, although not technically "on duty," the parties agree to compensate the assigned Sergeants for time actually spent, but not less than two (2) hours' pay for an initial response, up to two (2) hours time taken. Under those circumstances, the Sergeant's time will be paid at "straight time." However, if the Sergeant is called in to the Department/Station for supervisory purposes, said Sergeant will be paid overtime at the applicable rate for all hours spent called in. It is understood by the parties hereto that the time called in, and the compensation to be awarded to the Sergeants on "on call," and not called in, is to be consistent with, and not implicate, the provisions of the Fair Labor Standards Act and/or applicable Pennsylvania Wage and Hour Laws regarding overtime compensation.

XIII. LIFE INSURANCE.

Existing life insurance shall be \$200,000 for Officers who so elect. Applicable taxes will be paid by the Officers who will be advised of the amount before the change is made.

XIV. MEDICAL INSURANCE.

Effective February 1, 2020 (or such time as is required to make the transition), the standard benefit plan will be the Aetna DVHT Plan, with the following provisions. No substantive or material change will be made in the standard benefits without bargaining.

- a. Effective February 1, 2020, each officer's Borough-funded Health Reimbursement Accounts ("HRA") shall be increased to the amount of \$1,800 for each year, plus \$100 per spouse/dependent.
- b. Each officer/family member will be provided a Borough-funded annual deductible, with a maximum \$1,500/\$3,000 amount, to be used toward reimbursement for "Facilities/Ancillary Care."
- c. All amounts submitted to the Borough for reimbursement will be sent to the provider/insured officer, as is appropriate, on the second (2nd) and fourth (4th) Mondays of each month, with appropriate documentation supplied to the officer to demonstrate payment. Officers may also elect to receive a Borough check, payable to the officer or provider, within the above time frame.
- d. Officers shall make premium contributions in the amount of 1.25% of a full-time (3rd year) patrol officer's ANNUAL BASE SALARY.
- e. Health coverage shall include hospitalization, surgical, prescription drug and dental coverage. Dental coverage shall continue with the premiums paid by the Borough. Any changes in deductibles or any other out-of-pocket expenses will be made known to the Officers before the contract takes effect.

- f. The Borough will provide vision care coverage to include eye exams once every twenty-four months and eyeglasses or contacts once every twenty-four months. Premiums will be paid by the Borough.
- g. It is understood that should a need to change carriers arise, the Borough will maintain comparable benefits, so long as these are available. Should comparable benefits not be available due to conditions beyond the control of the parties, the parties agree to bargain on the impact of any changes as in the past.

An Officer may elect to waive his/her health insurance coverage as provided above under the following conditions:

- a. Upon the occurrence of an open enrollment period or a “permitted change in election event” in accordance with Section 125 of the Internal Revenue Code, the election, which shall be in writing, shall be effective as of the first day of the month next following the Borough’s receipt of notice;
- b. Upon the occurrence of an open enrollment period or a “permitted change in election event” in accordance with Section 125 of the Internal Revenue Code, the election may be revoked at any time in writing with such revocation becoming effective as of the first day of the month next following the Borough’s receipt of that notice and;
- c. For each full month that an Officer elects to waive his/her health insurance coverage as provided above, the Officer shall receive the gross amount of \$500.00 and the money shall be paid to the Officer in the paycheck next following the completion of the month for which a revocation was in effect and shall not be considered compensation for payment deduction purposes.

XV. ACCUMULATION OF BENEFITS.

There shall be no accumulation of benefits (sick leave, vacation, holiday time or Kelly Time) on the anniversary dates of this Agreement by an Officer where such Officer, has been off work for a continuous period of six months (or 1,040 hours) and continues to be on the first day of January or each year of this Agreement, on sick leave or is otherwise disabled (excluding approved Workman's Compensation injury/disability) and unable to engage in or unavailable for full time work as a Police Officer. The Borough shall provide Long Term Disability coverage up to normal Social Security retirement age.

XVI. COMPENSATORY TIME.

Police officers will have the option to earn compensatory time in lieu of pay, with a sixty-hour (60) "cap," at a rate of 1 1/2 times, based upon a 12-hour shift.

XVII. SHORT TERM DISABILITY.

The Borough shall provide coverage for income loss for such Officers' non job related disability until the Officer would be entitled to Long Term Disability coverage in an amount equal to that Officer's then current base salary. During this period the Borough shall have the right to "set-off against the Short Term Disability Coverage benefits any Sick Leave to which the Officer is entitled.

XVIII. RETIREMENT.

A. Full time Officers shall be eligible for retirement after twenty-five years of service and reaching age 50. The benefit shall be 50% of average salary earned over the prior thirty-six months. Officers who announce their retirement will be entitled to receive from the Borough a calculation of all their accrued time off including: sick time, Kelly time, holiday time and vacation time within ten working days of their announcement. Any discrepancies in the calculation of time

off owed between an Officer and the Borough can be settled through the grievance process. However, payment of accumulated time off shall not be included in the base for pension calculation purposes. At retirement, the accumulated, unused sick leave shall be paid to the retiring officer at the rate of 25% of the Officer's hourly rate at retirement for each hour accumulated. Effective January 1, 2019, accumulated, unused sick leave shall be paid to the retiring officer at the rate of 33% of the Officer's hourly rate at retirement for each hour accumulated.

B. **Early Retirement:** Officers with 20 or more years of service who terminate employment prior to reaching the age and service requirements for normal retirement shall receive an actuarially reduced early retirement benefit.

XIX. DEFERRED RETIREMENT OPTION PLAN (D.R.O.P).

A. Definitions:

DROP – Deferred Retirement Option Plan

DROP Account – Separate account created to accept DROP participants' monthly pension check while a DROP participant.

B. **Eligibility:** Effective January 1, 2012, members of the Jenkintown Borough Police Department who have not retired prior to the implementation of the DROP program, may enter into DROP on the first day of any month following completion of 25 years of credited service and attaining the age of 50. Eligibility shall be subject to the conditions set forth in section (O) Viability of DROP Benefit, below.

C. Written Election: A member of the Police Department electing to participate in the DROP must complete and execute a “drop option form” prepared by the Jenkintown Borough, which shall evidence the member’s participation in the DROP. The form must be signed by the member and notarized and submitted to the Jenkintown Borough at least thirty (30) days prior to the date on which the member wishes the DROP option to be effective. The DROP option notice shall include a notice to the Borough, by the member, that the member shall resign from employment with the Jenkintown Borough Police Department effective on a specific date (the “resignation date”). In no event shall the resignation date be shorter than (12) twelve months or longer than (24) twenty-four months from the execution of the DROP option form. An officer shall cease to work as a Borough Police Officer on the officer’s resignation date, unless the Borough terminates or honorably discharges the officer prior to the resignation date. A member may elect in writing to terminate participation in the DROP program any time up to six (6) months before the previously selected resignation date. Once a member terminates participation in the program, then the member is barred from any future participation in the program. In addition, all retirement documents required by the Police Pension Board Administrator must be filed and presented to the Pension Board for approval of retirement and payment of pension.

D. Limitation on Pension Accrual: After the effective date of the DROP option, the member shall no longer earn or accrue additional years of continuous service for pension purposes.

E. Benefit Calculation: For all retirement Fund purposes, continuous service of a member participating in the DROP shall remain as it existed on the effective date of commencement of participation in the DROP. Service thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Jenkintown Borough

Police Pension Fund. The average applicable compensation of the member for pension calculation purposes shall remain as it existed on the effective date of commencement of participation in the DROP. Earnings or increases in earnings thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Pension Fund. The pension benefit payable to member shall remain unchanged even if the pension plan improvements occur after the election of the DROP option but prior to the officer's separation from service.

F. Payments to the DROP Account: The monthly retirement benefits that would have been payable had the member elected to cease employment and receive a normal retirement benefit, shall, upon the member commencing participation in the DROP, be paid into the separate account established to receive the participant's monthly pension payments. This account shall be designated the DROP account.

G. Accrual of Non-Pension Benefits: After an officer elects to participate in the DROP program, all other contractual benefits shall continue to accrue with the exception of those provisions relating to the Police Pension Plan.

H. Payout: Upon the termination date set forth in the member's DROP option notice or such date as the Borough separates the member from employment, the retirement benefits payable to the member or member's beneficiary, if applicable, shall be paid to the member or beneficiary and shall no longer be paid to the member's deferred retirement option account. Within thirty (30) days following termination of a member's employment pursuant to their participating in the DROP program, the balance in the members' DROP account shall be paid

to the member in a single lump sum payment or at the member's option, in any fashion permitted by law.

I. Disability During DROP: If a bargaining unit member becomes incapacitated during his participation in DROP, that member shall continue to participate in the DROP program as if fully employed. However, notwithstanding any other provision in this paragraph, if an officer is disabled and has not returned to work as of the date of his required resignation, then such resignation shall take precedence over all other provisions herein and said officer shall be required to resign. Nothing contained in this Plan shall be construed as conferring any legal rights upon any police employee or other person to a continuation of employment nor shall participation in the DROP Program supersede or limit in any way the right of the Borough to honorably discharge a police employee based upon an inability to perform his or her full duties as a police officer. If such an officer is terminated while participating in the DROP Programs, he shall upon termination receive the DROP payments that had accrued to the date of his honorable discharge.

J. Death: If a DROP member dies before the DROP account balances are paid, the participant members' legal beneficiary shall have the same rights as the member to withdraw the account balance as of the date of death.

K. Forfeiture of Benefits: Notwithstanding an officer's participation in the DROP Plan, an officer who is convicted or pleads guilty to engaging in criminal misconduct which constitutes a "crime related to public office or public employment," as that phrase is defined in Pennsylvania's Pension Forfeiture Act, 43 P.S. Sex. 1311-1314, shall forfeit his right to receive a pension, including any amounts currently deposited in the DROP Account.

L. Account Manager: The Borough will select an investment manager to administer the DROP accounts.

M. Cost of Management for DROP Program: The Jenkintown Police Benevolent Association and the Borough agree that any costs or fees associated with the management of the DROP accounts shall be paid directly from the Police Pension Fund and not by the Borough.

N. Amendment: Any amendments to the DROP Ordinance shall be consistent with the provisions covering deferred retirement option plans set forth in the collective bargaining agreement and shall be binding upon all future DROP participants and upon all DROP participants who have balances in their deferred retirement option accounts. The DROP Plan may only be amended by a written instrument.

O. Construal of Provisions: An Officer's election to participate in the DROP program shall in no way be construed as a limitation on the Borough's right to suspend or terminate an officer for just cause or to grant the officer an honorable discharge based upon a physical or mental inability to perform his or her duties.

P. Viability of DROP Benefit: No DROP payment shall be made unless and until the Pennsylvania Legislature authorizes the adoption of DROP program for police officers employed by a Borough or a final judicial determination issues from a Pennsylvania Appellate Court that such DROP benefit is lawful for police officers employed by a Borough. In the event that either authorizing legislation is passed or an Appellate Court determination issued, the terms and conditions of the DROP program described above shall be modified only to the extent necessary to become compliant with the maximum then allowed by law DROP program benefits. In order to permit long term planning, bargaining unit members shall be permitted to announce their intention to participate in the DROP program described above. If by the "DROP date" there has

been no legislation authorizing DROP benefits for bargaining unit members and no Appellate Court decision ruling upon the legality of such DROP benefits, the bargaining unit member shall receive his full pension benefits as set forth in the Police Pension Ordinance as if no such DROP election was made.

XX. BEREAVEMENT LEAVE.

Each Officer shall be entitled 36 hours bereavement leave for an immediate family member at the Officer's regular salary in the event of the death in his or her immediate family. In the event an Officer is required to go out of state in connection with such death, there shall be an additional twelve (12) hours granted to him or her at his or her regular rate of pay. The immediate family shall be defined to include parents, brother or sister, spouse, son, son-in-law, daughter, daughter-in-law, step-parents, step-children, mother-in-law, father-in-law. The death of any other member of the Officer's family will entitle the Officer to twelve (12) hours off at the Officer's regular rate pay.

XXI. KELLY DAYS.

At the beginning of each calendar year, the Officers are able to take, from a "Bank," 104 Kelly Hours off from work. These will be in lieu of overtime compensation during the weeks that the Officers are scheduled to work 168 hours within one four week period. These days may be taken at the Officers' request in accord with the regulations set down in Clause 8, Vacations, Section 8, except that the scheduling of vacation in weeks and vacation in days shall take precedence over the scheduling of Kelly Hours.

Kelly Hours are earned in the four-week period when the Officer's schedule contains 168 hours. Any unearned Kelly Hours taken shall be deducted from final payment, if separated prior to retirement.

XXII. REIMBURSEMENT FOR COLLEGE TUITION.

Officers employed full-time by the Borough shall be entitled to participate in a college tuition reimbursement plan for college level (or higher) courses taken by them on or after the date of this Agreement. The Borough shall provide reimbursement to the Officer(s) utilizing this benefit to the extent of eighty (80%) of the tuition cost (up to a maximum aggregate total expenditure by the Borough for the entire Police Force under this benefit of twelve thousand dollars (\$12,000) per year) of each course in law enforcement related courses in which the Officer receives a final grade of "2.5 GPA" or better. Courses shall be eligible for reimbursement under this benefit only in the year in which they are completed by the Police Officer and requests for reimbursement shall not "carryover" into any following year should the requests for reimbursement exceed the Borough's maximum annual liability of twelve thousand dollars (\$12,000). All courses must be approved by the Chief, in writing, prior to the commencement of classes to be eligible for the aforementioned reimbursement. If an Officer leaves employment with the Borough within two years of receiving a reimbursement under this provision, the Officer must return such reimbursement to the Borough.

XXIII. GRIEVANCE PROCEDURE.

A. Definitions:

1. A grievance shall be defined as "any dispute between the police and the employer concerning the interpretation, application or claimed violation of any of the express provisions of this agreement, including whether a Police Officer is entitled to benefits pursuant to the Heart and Lung Act, or whether any disciplinary action is warranted under "just cause" standard."

2. A grievant shall be defined as an Officer who has completed probation who may proceed alone or may be accompanied by a bargaining unit representative.

B. Procedure:

Step 1 All grievances shall be submitted in writing to the Chief of Police within ten (10) calendar days, who must provide a written answer within ten (10) calendar days.

Step 2 If the grievant is not satisfied with the response of the Chief of Police, the grievant may present the grievance, in writing, to the Mayor within ten (10) calendar days. The Mayor shall respond to the grievance in writing within ten (10) calendar days of receipt of the grievance.

Step 3 If the grievant is not satisfied with the response of the Mayor, the grievant may present the grievance, in writing, to the Borough Council President, within ten (10) calendar days. The Borough Council President shall present the grievance to Borough Council at the next executive session, asking that the Council consider the grievance. Borough Council may request that the grievant be given an opportunity to present his/her position on the grievance in person at the executive session. Upon the conclusion of the executive session, the Borough Council President shall notify the grievant, in writing, of Borough Council's decision regarding the grievance within ten (10) calendar days.

Step 4 If the grievant is not satisfied with the response of Borough Council's response, the grievant may, within ten (10) calendar days of Borough Council's response, demand to arbitrate the grievance by submitting written notice to the President of Borough Council. The cost of the arbitration and arbitrator's fee shall be borne equally by the parties. All of the time periods in the Section are mandatory and may only be extended by prior mutual

written agreement of the parties. If an Officer does not advance a grievance from one step to the next within the time limits contained in this Section, the grievance shall be deemed resolved in favor of the Borough. If the Borough fails to respond to a grievance during any step of the process, the grievance shall be deemed denied, and the Officer may proceed to the next step in the grievance arbitration. If the Borough fails to answer a grievance in the time provided, the time for an Officer to advance to the next step in the process shall commence on the day after the final date on which the Borough was required to respond to the grievance. The arbitrator shall be chosen from a list of three (3) potential arbitrators supplied to the parties by the American Arbitration Association. The Arbitrator shall confine him/herself to the issues presented and shall not add or subtract from the provisions of this agreement. All time limits contained herein are mandatory, unless expressly agreed upon in writing by both parties, and any failure to comply with any and all time limitations shall be viewed either as an abandonment of the grievance (based upon the police failure to comply), or a grant of the relief requested (based upon an employer failure to comply).

The parties hereto agree that in the event that the disciplinary action leading to the grievance involves a proposed termination, each Step is shortened to five (5) days per Step.

C. Past Practices: The Parties specifically agree that any and all issues addressed in the collective bargaining agreement will be governed by the provisions of the collective bargaining agreement regardless of past practices that may have arisen during the term of the previous agreement. Should an issue arise that one of the parties believes to be governed by a past practice, it will be the responsibility of that party to cite the particulars of the practice, and provide credible evidence of its recent application (to include approximate dates and the

individuals] involved). Should the parties fail to agree that a practice exists, the parties specifically agree to submit that disagreement to arbitration.

This provision shall not abridge the rights of Police to exercise any rights or claims they may have under the Pennsylvania Labor Relations Act.

XXIV. OTHER EMPLOYMENT.

As provided for in the Borough Code and related laws of the Commonwealth of Pennsylvania Section 1101, and as adopted from time to time by Borough Council an Officer may hold outside employment. Under no circumstances may an Officer hold employment in an occupation, at a locale or with an employer where such employment presents an actual or perceived conflict of interest or where the Officer's performance of his or her responsibilities as a Police Officer are or may be detrimentally impacted.

XXV. DEPARTMENTAL FUNCTIONS

An Officer shall receive a minimum of two (2) hours overtime, plus any additional time, when said Officer is requested to attend, on his scheduled time off, any departmental function. Officer must appear in full uniform, as and when directed by the Chief. Functions shall include but are not be limited to department meetings (staff), details, evidence transportation, administrative, traffic officer and park functions. An Officer shall respond affirmatively to at least thirty-three percent (33%) of three (3) or more requests made within any six (6) month period or he/she shall forfeit the right to receive the above stated additional compensation (2 hours overtime).

XXVI. MILEAGE REIMBURSEMENT.

An Officer who is required to use his privately owned vehicle for court, schools, training, details, evidence transportation or surveillance, shall be paid mileage, computed from the police station to the location of said proceedings and return therefrom. The mileage to be paid by the Borough under this section shall be at the rate approved by the IRS for Pennsylvania.

XXVII. UNIFORM ALLOWANCE.

The Borough will allocate a uniform allowance for each year of the agreement for each full-time officer for the purchase of hats, belts (not gun belts), shoes, pants, shirts, caps, ties, jackets/coats and insignia (other than badges). Effective January 1, 2020, the uniform allowance paid to Officers shall be increased to \$1,500 per contract year and may be used for cleaning and maintenance of uniforms and equipment. In the event an Officer purchases an approved item, he will be reimbursed from the allowance in the appropriate calendar year. NOTE: The date of purchase order request by Officer is the date of record for the purposes of accumulation of uniform allowance credit. Officers may carry-over their unused balance from year-to-year. The Officers must produce paid receipts to receive reimbursement for items he or she has purchased. All other equipment required for an Officer to perform his duties will be paid for by the Borough under other provisions.

The Borough will provide a ballistics vest to each officer and will replace such vests in accordance with the manufacturer's guidelines.

XXVIII. PROBATIONARY OFFICERS.

The parties have agreed that probationary employees are specifically excluded from the

coverage of this agreement for issues of discipline and termination for the entire term of their probation. They will be eligible for pay and benefits specified in the contract and the Union may file grievances on their behalf in these matters or regarding safety. Probation will be for one (1) year from the date of the Officers' hire. Nothing in the agreement will be understood to limit or eliminate the Officers' right to protections under the Civil Service provisions.

XXIX. FIELD TRAINING OFFICERS

Effective January 1, 2016, the Borough will pay two hours of overtime for each day in which an officer serves as a Field Training Officer.

XXX. MANAGEMENT RIGHTS.

A. The Jenkintown Police Benevolent Association recognizes the exclusive right of the Borough to determine the operating policies of the Department and to manage the Borough Police Force in light of its experience, business judgment, and changing conditions. It is understood and agreed that all rights, powers, and authorities possessed by the Borough prior to the signing of the Agreement, whether exercised or not, shall be retained by the Borough.

B. Except where expressly abridged by a specific provision of this Agreement and the governing laws of the Commonwealth of Pennsylvania and the governing Civil Service Code, the Borough retains the sole and exclusive right to manage its Police Department and to establish reasonable rules, regulations, and policies regarding the operation of that Department as well as to determine the way in which the Borough Police services shall be provided and the Jenkintown Police Benevolent Association recognizes the Borough's right to carry out the ordinary and customary functions of management in the sole and exclusive judgment of the Borough and its appointed representatives.

The above rights of the Borough are not all-inclusive, but are meant to illustrate and indicate the types of matters and rights that belong to and are inherent to the Borough.

XXXI. PHYSICAL SCREENING.

The parties agree that it is mutually beneficial to all concerned to assure that each and every Officer is physically able to safely perform his/her duties as a Police Officer. It has therefore been agreed that there will be a regular schedule of health screenings, the content of which will be based on the Officer's actual duties in their job descriptions. The screenings will occur no more frequently than annually. A neutral vendor (such as Nova Care) will be designated by the Borough. The Borough shall be responsible for the cost.

In all cases, medical records will be governed by HIPAA standards of confidentiality.

XXXII. SENIORITY.

Officers' seniority status will continue for up to two years (24 months from last day worked) after they are laid off or disabled.

XXXIII. DEATH BENEFITS.

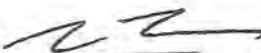
In the absence of benefits from other sources, the Borough will pay for the health insurance of the survivors of an Officer who dies in the line of duty for up to twelve (12) months. It was agreed to evaluate the viability that in the event of an Officer's death after he has retired and is collecting pension payments, his spouse would then collect the same payment until death. An actuarial study of this addition will be commissioned and acted upon by the joint pension committee.

XXXIV. ENTIRETY OF AGREEMENT.

The Borough and the Jenkintown Police Benevolent Association acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and the understanding and agreements arrived at by the parties after the exercise of that right and the opportunity are set forth in this Agreement. This Agreement expresses and includes the full and complete contract between the parties for the duration of this Agreement. Unless specifically stated in the provisions of this Agreement, the Borough and the Jenkintown Police Benevolent Association each agree that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement during its term. This Agreement shall be governed by the law of the United States and the Commonwealth of Pennsylvania. In the event any provision is inconsistent with applicable laws, the provision shall be considered null and void. The remaining provisions of this contract shall remain in full force and effect.


BOROUGH OF JENKINTOWN

BY: 
Borough Council

ATTEST: 
Borough Manager

JENKINTOWN POLICE BENEVOLENT
ASSOCIATION REPRESENTATIVES

BY: 

BY: 

BY: 