

**BETHLEHEM TOWNSHIP POLICE CONTRACT
2022-2026**

AGREEMENT

This Agreement made and entered into as of the first day of January 2022 by and between the TOWNSHIP OF BETHLEHEM, PENNSYLVANIA (hereinafter referred to as the "Township") and the POLICE DEPARTMENT OF THE TOWNSHIP OF BETHLEHEM (hereinafter sometimes referred to as the "Police Representative").

ARTICLE I – PURPOSE

1. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to set forth herein the basic and full agreement between the parties concerning wages, hours and conditions of employment.

ARTICLE II – RECOGNITION

1. The Township recognizes the Police Representative as the sole and exclusive bargaining agent, pursuant to the provisions of Act of Assembly No. 111 for all fulltime employees of the Township Police Department except employees holding appointed positions.

2. The Police Representative recognizes the Commissioners of the Township of Bethlehem as the representatives of the Township on matters pertaining to matters of wages, hours and conditions of employment.

ARTICLE III – MANAGEMENT RIGHTS CLAUSE

1. The management of the Police Department and the direction of the work force is vested exclusively in the Township and the Township shall have all rights customarily reserved for management.

2. Except where expressly abridged by specific provision of this agreement and the requirements of the First Class Township Code, the Township retains sole and exclusive right to hire, promote, demote, transfer, assign, schedule hours or require overtime work and to otherwise direct employees. The Township has the right to establish or continue overall reasonable policies, practices, procedures, rules and regulations pertaining to the performance, discipline, appearance, conduct and operations of the department.

ARTICLE IV – SAVINGS CLAUSE

1. Should any Article, Section or portion thereof, of this agreement be held unlawful and unenforceable by any court or competent jurisdiction, such decision of the

court shall only apply to the specific Article, section or portion thereof directly specified in the decision, the parties agree to negotiate immediately a substitute for the invalidated Article, Section or portion thereof.

ARTICLE V – SALARY

1. Each officer shall receive wage increases of 3.25 percent in the first year of the contract, 3.25 percent in the second year of the contract, 3.25 percent in the third year of the contract, 3.5 percent in the fourth year of the contract, and 4 percent in the fifth year of the contract. All wages shall be derived upon the 2022 Senior Patrolmen Rate as a base rate for calculations.

The maximum Patrolmen's base pay (Senior Patrolmen's Rate) shall be as follows:

Effective January 1, 2022 \$88,400 (Hourly rate of \$42.50)
Effective January 1, 2023 \$91,270.40 (Hourly rate of \$43.88)
Effective January 1, 2024 \$94,244.80 (Hourly rate of \$45.31)
Effective January 1, 2025 \$97,552 (Hourly rate of \$46.90)
Effective January 1, 2026 \$101,462.40 (Hourly rate of \$48.78)

2. Salary steps – for officers hired between January 1, 2011, and December 31, 2017:

a. Patrolmen with 0-12 months of service will receive \$15,000 less than the Senior Patrolmen's base salary.

b. Patrolmen with 12 to 24 months of service will receive \$12,000 less than the Senior Patrolmen's base salary.

c. Patrolmen with 24 to 36 months of service will receive \$9,000 less than the Senior Patrolmen's base salary.

d. Patrolmen with 36 to 48 months of service will receive \$6,000 less than the Senior Patrolmen's base salary.

e. Patrolmen with 48 to 60 months of service will receive \$3,000 less than the Senior Patrolmen's base salary.

2a. Salary steps – for officers hired between January 1, 2018, and December 31, 2021:

a. Patrolmen with 0-12 months of service will receive \$18,000 less than the Senior Patrolmen's base salary.

b. Patrolmen with 12 to 24 months of service will receive \$14,000 less than the Senior Patrolmen's base salary.

c. Patrolmen with 24 to 36 months of service will receive \$10,000 less than the Senior Patrolmen's base salary.

d. Patrolmen with 36 to 48 months of service will receive \$6,000 less than the Senior Patrolmen's base salary.

e. Patrolmen with 48 to 60 months of service will receive \$3,000 less than the Senior Patrolmen's base salary.

3. Salary Steps – for officers hired from January 1, 2008 to December 31, 2010:

a. Patrolmen with 0-12 months of service will receive \$10,000.00 less than the Senior Patrolman's base salary.

b. Patrolmen with 12 to 24 months of service will receive \$8,000.00 less than Senior Patrolmen's base salary.

c. Patrolmen with 24 to 36 months of service will receive \$6,000.00 less than Senior Patrolmen's base salary.

d. Patrolmen with 36 to 48 months of service will receive \$4,000.00 less than Senior Patrolmen's base salary.

e. Patrolmen with 48 to 60 months of service will receive \$2,000.00 less than Senior Patrolmen's base salary.

3B: Salary Steps – for officers hired from January 2, 2022, to December 31, 2026:

a. Patrolmen with 0-12 months of service will receive \$20,000 less than the Senior Patrolman's base salary.

b. Patrolmen with 12 to 24 months of service will receive \$16,000 less than Senior Patrolmen's base salary.

c. Patrolmen with 24 to 36 months of service will receive \$12,000 less than Senior Patrolmen's base salary.

d. Patrolmen with 36 to 48 months of service will receive \$8,000 less than Senior Patrolmen's base salary.

e. Patrolmen with 48 to 60 months of service will receive \$4,000 less than Senior Patrolmen's base salary.

4. Patrolmen with 60 months of service (Senior Patrolmen) will be paid maximum Patrolmen's base pay at the current rate.

5. The Corporal's base salary shall be 4% in excess of the base salary of Senior Patrolman. The base salaries of Sergeant and Detective shall be 7% in excess of the base salary of Senior Patrolman.

ARTICLE VI – WORKING HOURS AND PAY ARRANGEMENTS (Skonier Award 1997)

Effective June 1, 1997, Article IV shall be replaced with language requiring all regular fulltime Police Officers to work two thousand, eighty (2,080) hours per year on a rotating schedule of ten-hour work days totaling 80 hours in a fourteen-day pay period with no more than five consecutive workdays being scheduled during the same pay period. A day, however, is still of ten hour's duration for such purposes as holiday and vacation pay.

ARTICLE VII – LONGEVITY

1. Police Officers commencing on the sixty-first (61st) month of employment shall receive longevity pay computed as follows:

a. Commencing at the beginning of the sixty-first month of seniority, Police Officers shall receive annual longevity increases in the amount of $\frac{1}{4}$ of 1 % of their base salary for each additional twelve months of service during which he continues to accumulate seniority.

b. The maximum longevity pay under the terms of Article VII shall be \$3,000.00.

c. The Township agrees to pay the longevity compensation on the first pay period following the Police Officer's anniversary date, on a check separate from the regular paycheck.

d. There shall be no recapture of previous longevity under this article. For calculation purposes, Police officers who have already been receiving longevity payments will use their last longevity payment as a base to begin the new calculation.

e. Example calculation. For an officer who is currently receiving longevity, his current rate will be used as a starting point for the new calculation. For example, an officer with 10 years of service currently receives a \$600.00 longevity payment. His next longevity payment will be \$600.00 plus $\frac{1}{4}$ of 1% of his base salary. Using actual 2005 salary numbers, $\frac{1}{4}$ of 1% of a senior patrolman salary is \$127.52. Added to his starting

base of \$600.00, his longevity payment would be \$727.52. The following year $\frac{1}{4}$ of 1% of the new 2006 base salary would be added to \$727.52 and this number would be the new longevity payment. This process will continue forward each year. For an officer who is receiving his first longevity payment, the amount paid is simply $\frac{1}{4}$ of 1% of the base salary.

ARTICLE VIII – SHIFT DIFFERENTIAL

1. The Police schedule shall be specified as follows:

a. Any hours worked between 6:00 A.M. and 6:00 P.M. shall be determined as day shift.

b. Any hours worked between 6:00 P.M. and 6:00 A.M. shall be determined as night shift.

Officers required to work the day shift shall be paid their regular hourly rate without shift differential. Officers required to work the night shift shall be paid their hourly rate plus an additional one dollar and forty cents (\$1.40) per hour as shift differential pay, effective January 1, 2018, through December 31, 2018. Officers required to work the night shift shall be paid their hourly rate plus an additional one dollar and fifty cents (\$1.50) per hour as shift differential pay, effective January 1, 2019, through December 31, 2019; Officers required to work the night shift shall be paid their hourly rate plus an additional one dollar and sixty cents (\$1.60) per hour as shift differential pay, effective January 1, 2020.

Effective January 1, 2022, shift differential will be paid for up to four hours beyond 6 a.m. for night shifts starting before midnight.

ARTICLE IX – OVERTIME

1. Each Police Officer shall receive one and one-half ($1\frac{1}{2}$) his/her regular rate of pay for all hours worked over 80 hours in a two-week pay period. Overtime under this Section 1 shall not be duplicated or pyramided.

2. For the purposes of this Article IX, the term "hours worked" shall be interpreted to include but not be limited to vacation days, personal holidays, holidays, sick days, compensatory days, shift extension, attendance at school, filling shift vacancies, and appearance in court or before Justices of the Peace.

3. If an Officer works in excess of his/her ten-hour shift or 80 hours in a two-week pay period, the officer may request compensatory time off at the rate of one and one-half ($1\frac{1}{2}$) hours off for each hour of overtime worked. Compensatory time may be accumulated to a maximum of 50 recurring hours in a calendar year. The officer may request compensatory time off upon mutual agreement between the Officer and the

Chief of Police. Accumulated, unused compensatory time is to be paid out at the end of the calendar year. No accumulated time shall be carried over into a new calendar year.

4. If an Officer is not called out for duty, but is placed on standby at home in case of emergency, or for any other reason, he shall receive straight time for all time he spends on standby duty.

5. All Police Officers required to attend meetings or school sessions at the request or orders of the Chief of Police, or the Township Commissioners, shall receive pay at the appropriate rate for all the time spent at such sessions outside of his/her normal working hours.

6. For the terms of this contract, seniority shall be determined by the actual starting date of the Police Officer. In the event that more than one (1) Police Officer has the same starting date, then it shall be determined by the actual test score he received on his patrolman examination.

7. Overtime

This procedure sets guidelines for the assignment of all overtime, to include, but not limited to, vacant patrol shift coverage, and extra duty jobs, and should be followed by all personnel for making overtime assignments. The call out procedure shall not apply to any officer on disciplinary suspension from duty, on light duty, in field training, or on extended leave (military, sick, or injured).

For the purposes of this section, overtime through a drug task force, or assignment paid for via State or Federal Grant is excluded from this section and is assigned at the discretion of the Chief of Police.

For the purposes of this section only, seniority is based on date of hire. Officers with greater time on the force have higher seniority than officers with less time on the force. For Officers hired on the same date, the order of appointment will determine seniority with the first appointment having higher seniority.

A. Short Notice Overtime Scheduling (less than 3 hours)

1. The shift supervisor may replace the shift with any available patrol officer or through shift extensions.

B. Procedure for Short Notice Overtime Scheduling (from 3 hours up to 5 days' notice)

1. When notified at least 3 hours in advance and up to 5 days in advance of circumstances which require assignment of overtime to maintain minimum patrol coverage, the scheduling officer (or, if unavailable, the duty supervisor) will assign overtime based upon contacting/calling officers who are scheduled off in descending order of seniority.

2. The scheduling officer (or, if unavailable, the duty supervisor) will follow the overtime seniority call-out checklist and mark the checklist to indicate and ensure that officers were called in order of seniority, with all attempts being documented under the "Response to call" column, e.g. "no answer," "message left," "unable to work," or "overtime assigned." If the scheduling officer receives no answer upon making a phone contact attempt he/she is not required to wait any duration of time before moving on to the next officer on the seniority list. The Supervisor may assign the overtime as soon as he finds an officer who is willing to fill it.

3. Shift Extensions – If attempts to contact Officers who are off duty are unsuccessful, the shift supervisor may extend officer shifts with no more than a maximum of 5 hours of overtime being assigned, whenever possible. Officers scheduled for the on-coming shift may also be contacted to accept extension overtime up to 5 hours for the affected shift.

C. Procedure for Advance Notice of Overtime Scheduling (greater than 5 days' notice)

1. If there is more than 5 days' notice of circumstances which require assignment of overtime, the scheduling officer shall post a sign-up sheet for officers to sign to request said overtime. An email notification will be sent to all Officers of said sign-up sheet with the overtime shift(s) available and it is the responsibility of the individual Officer to check his/her email. This overtime shift shall then be assigned based upon seniority of those officers who signed up for the shift. A shift which is assigned from the sign-up sheet should be assigned to the Officer as soon as reasonably possible.

2. Patrol Shift Replacement – Patrol Officers will be the first to be contacted for patrol shift replacement; Call out will be based on seniority. If no patrol officers are available to work said patrol shift, then it may be assigned to a supervising officer. No supervising officer shall be called for a patrol shift until all Patrol Officers have been first notified and provided with the opportunity first to accept the overtime patrol shift.

3. Patrol Supervisor Shift Replacement – Supervising officers shall include Sergeants and Corporals. Supervising Officers will be called out for supervisor shifts based on seniority. No patrol officer may work a supervisor shift unless there is an emergency situation which would require this scenario; as well, it must be authorized by the Chief of Police or his designee.

Fairness Rotation – the fairness rotation will begin at the start of the calendar year with the most senior officer on the list. Scheduling Officers/Supervisors will proceed through the list until someone accepts an overtime shift. For the next available shift, the fairness rotation will continue with the next officer on the seniority list. The next shift shall be filled based upon the next senior Officer's availability and so on. Once an

attempt has been made to contact every Officer on the seniority call list, then the fairness rotation will start over again with the most senior officer at the top of the list being called again.

Seniority Contact List – the seniority contact list shall be maintained by the Scheduling Officers and will be available to all supervisors and the Police Administration.

Any Officer who shall be found to be aggrieved through any violation, omission, oversight, or error of this Call Out Procedure, provided said grievance is found to be valid, true, and correct, shall be compensated for his/her damages with the commensurate allowance of equitable compensatory time.

ARTICLE X – CLOTHING ALLOWANCE

1. Each Police Officer shall receive a clothing allowance for the purchase, cleaning and alterations of his uniform to a maximum amount of \$550.00. This amount shall be paid by splitting the amount in four equal payments of up to a maximum of (\$137.50). The first quarterly payment will fall due on the first day of January of that year. The following three payments will be paid on the first day of April, the first day of July and the first day of October of that year. Each payment will be made on a check separate from the Officer's regular payroll check. The quarterly clothing allowance shall be prorated according to the scheduled hours worked in the previous three-month period.

2. Each uniformed Police Officer shall receive from the Township one (1) pair of uniform pants and one uniform shirt each year, due during the month of January of each year.

ARTICLE XI – MEAL ALLOWANCE (1999 Settlement)

1. When a Police Officer is required to appear in court, other than Northampton County Court, attend school or any other reason that causes him to be out of the Township, he shall receive compensation for each meal at the following rates:

- a. Breakfast - \$10.00
- b. Lunch - \$15.00
- c. Dinner - \$20.00

2. In addition to his meals, he shall be compensated at the current Internal Revenue Service mileage reimbursement rate for the use of his personal vehicle when necessary.

3. The above paragraphs shall be adhered to except where expenses of the Police Officer being sent out of the Township are covered by room and board paid for by the Township.

4. Supervisor approval is required for advanced payment for meals and for lodging selection.

ARTICLE XII – EDUCATION INCENTIVE PLAN

1. For each Officer who attends college in the Criminal Justice Administration Program, he/she shall be compensated by being reimbursed for his/her tuition and book cost after successful completion of that course with a passing grade. The Officer will be limited to two (2) courses a semester. A semester will mean either the spring, summer or fall semester.

2. Verification shall consist of a transcript or a diploma certified by the college indicating that the grade received qualifies the student to receive credits for the course leading to an Associate Degree or a Bachelor Degree in Police Science and Administration or its equivalent.

3. Effective January 1, 2018, the Education Incentive Plan is eliminated, except for the active plan participant as of November 1, 2017.

ARTICLE XIII – COST OF LIVING

1. "Consumer Price Index" refers to the Consumer Price Index for the Urban Wage Earners and Clerical Workers – United States. All items (1967 –100) published by the Bureau of Labor Statistics, U.S. Department of Labor.

2. Consumer Price Index base refers to the Consumer Price Index for the month of December 1985 published in January 1986.

3. Adjustment dates are February 1, May 1, August 1 and November 1 for the year 1986.

4. The cost of living adjustment is calculated as follows and will be payable for the three-month period commencing with each adjustment date.

5. Effective on each adjustment date, cost of living adjustment equal to one cent per hour for each full .3 of a point in the Consumer Price Index shall become payable for all hours actually worked and for any reporting allowance credited before the next adjustment date.

6. The Annual Cost of Living Roll-in. In order that the annual rise in the Cost of Living may be fully reflected in the wage scale, it shall be rolled in effective as of November 1. The amount of the Cost of Living Adjustment then payable and in effect shall be included in the standard hourly wage rate.

7. Cost of Living Schedule. The Consumer Price Index for Urban Earners and Clerical Workers – United States – All Items published by the Bureau of Labor Statistics, United States Department of Labor for the Month of October 1978 is 200.9 and is used as a base.

8. The Cost of Living allowance will be suspended during the life of this contract.

ARTICLE XIV – HOLIDAYS (Skonier Award 1997)

1. In addition to holidays, which may be proclaimed by the President of the Board of Commissioners for the Township Employees, all officers shall receive pay for the following holidays even though not worked:

- | | |
|---------------------|------------------|
| a. New Year's Eve | i. Christmas Day |
| b. New Year's Day | j. Personal Day |
| c. Easter Sunday | k. Personal Day |
| d. Memorial Day | l. Personal Day |
| e. Independence Day | m. Personal Day |
| f. Labor Day | n. Personal Day |
| g. Thanksgiving Day | o. Personal Day |
| h. Christmas Eve | |

2. Holiday pay shall be computed at the rate of pay the officer is then receiving. If a Police Officer is scheduled to work the holiday, he shall receive two and one-half times his regular rate of pay or 25 hours for the ten hours worked on the holiday, as well as, any and all extensions of shifts, early call-outs, and stand-alone call-outs, i.e. if a Detective, Investigator, or other Officer is called out on said Holiday.

3. If a Police Officer is scheduled off for the holiday, he shall have the day off and receive ten hour's pay for the holiday at his regular rate of pay.

4. Effective December 1, 2015, the cash out period for holidays shall run from December 1 to November 30.

ARTICLE XV – VACATIONS

1. Vacations with pay for eligible officers on the active payroll shall be computed as follows:

| Service | Vacation |
|---------------------------|-----------------|
| 0 to 12 months | No vacation |
| over 12 to 36 months..... | 10 working days |
| over 36 to 60 months..... | 15 working days |
| over 60 months..... | 20 working days |

2. If a holiday falls within a Police Officer's vacation period, the day shall be counted as a holiday and not a day of vacation.

3. Due to the present size of the Bethlehem Township Police Department, vacations will be limited in order that a full team will be working each and every day.

4. A Police Officer shall be entitled to a full vacation pay if the Officer has worked at least 1200 hours in the preceding calendar year. Any Officer who has worked less than 1200 hours in the preceding calendar year shall receive a vacation allowance computed by dividing the total number of hours worked during the preceding calendar year by 1200 hours and multiplied by the Officer's vacation and entitlement under Section 1 of this Article XV. Job- related illness and injury, along with military leave, shall be counted as hours worked.

5. Effective January 1, 2018, vacation time shall be granted in increments of one hour, at the minimum, at the discretion of the police supervisor on duty, based on the needs of the township and the police department. Effective January 1, 2019, the Employer retains the right to reopen the agreement for the sole purpose of negotiating a change in this "vacation conversion" benefit. In the event the parties are unable to reach agreement on such changes, either party upon written request, may submit their issue to Arbitration outlined in Article XXIII of the CBA.

ARTICLE XVI – APPEARANCE IN COURT

1. Police Officers who are subpoenaed to appear in court as a prosecutor or a witness in a criminal or civil matter, so long as the court appearance is a result of the performance of the Police Officer's regular assigned duty, shall consider the time in court as work time. If a Police Officer is dismissed from court before 1:00 P.M., he shall report back to the station to complete the remainder of his day shift. If a Police Officer is dismissed from court after 1:00 P.M., he shall consider the time spent in court as his full day's work.

2. Each officer shall receive two (2) hours pay minimum at 1 ½ rate when scheduled to appear at a magistrate hearing. Each officer shall receive four (4) hours minimum at 1 ½ rate for county or juvenile court.

3. When a shift is vacated due to the Officer being subpoenaed to court, his shift shall be filled using the procedures existing in the Police Department (such procedures specifically defined in Article IX, Section 7).

4. All witness fees and mileage other than that paid for the use of the Officer's private car shall be turned over to the Township.

ARTICLE XVII – SHIFT CHANGE

1. A Police Officer shall give or receive 24 hours' notice of any change in his schedule. There will be no deviation of the above unless the Officer agrees to change or if it is impossible to schedule the shift any other way.

ARTICLE XVIII – LEAVE OF ABSENCE

1. A leave of absence may be granted for a good reason upon written request addressed to the Chief of Police with a copy to the Township Manager.

ARTICLE XIX – MILITARY LEAVE

1. Employees who leave the Police Department for military leave shall be restored to the Department in accordance with applicable statutes in effect at the time of return. When a Police Officer is drafted, his time spent in military service shall be included in determining salary, advancement, and eligibility for promotional examinations not to exceed two (2) years' credit unless the Police Officer's tour of duty was extended by a Presidential Proclamation or other appropriate action.

ARTICLE XX – FUNERAL LEAVE (Caldwell Award 1994)

1. For the death of an officer's spouse or child the officer shall receive time off with pay from the day of death until two days after the funeral, inclusive. The total time off shall not exceed six (6) working days.

2. For the death of a Mother, Father, Mother-in-Law, Father-in-law, Step-Father, Step-Mother, Sister, Brother, the Police Officer shall receive time off with pay from the day of death until the day after the funeral, inclusive. Total time not to exceed five (5) working days.

3. The Police Officer shall receive time off with pay for the day of the viewing and the day of the funeral in the event of the death of any of the following relatives:

- | | |
|-------------------|---------------------------|
| 1. Grandparents | 6. Nephew |
| 2. Grandchild | 7. Aunt |
| 3. Sister-in-Law | 8. Uncle |
| 4. Brother-in-Law | 9. Cousin |
| 5. Niece | 10. Spouse's Grandparents |

ARTICLE XXI – INSURANCE

1. Workmen's Compensation – This Covers medical bills and a portion of the salary for all full-time Officers on job-related injury.

2. Health, Sickness and Income Protection – When an employee's non-occupational illness for disability continues beyond the expiration of available sick leave, and after completion and submission of the proper forms, the employee will be eligible for the following extended sick leave.

For officers hired before January 1, 2018:

a. For up to twenty-six weeks at full pay, then twenty-six weeks at half pay for Police Officers employed less than sixty-one months.

b. For up to fifty-two weeks at full pay for Police Officers employed sixty-one months or more.

For officers hired on or after January 1, 2018:

a. For up to twenty-six weeks at full pay, then seven weeks at half pay, for Police Officers employed less than sixty-one months.

b. For up to fifty-two weeks at full pay for Police Officers employed sixty-one months or more.

After an employee has received extended sick leave benefits, he/she must work for a period of time equal to the period of such extended sick leave before again becoming eligible for this benefit. (Skonier Award 1997)

3. Hospitalization – The current medical insurance coverage as provided by Capital Blue Cross/Blue Shield, which includes prepaid supplemental A Dental Plan (United Concordia) for the Officer and his family, as defined in the annual Summary of Benefits provided to employees. As an alternate medical plan, the Officer may choose a Preferred Provider Organizer (PPO) Plan such as Custom Blue or other similar PPO plan offered by the Township for all employees. A switch to a PPO plan shall be governed by open enrollment periods. Effective January 1, 2018, the Township will not offer the traditional Blue Cross medical insurance plan because it is no longer available.

4. Vision Care and Prescription – The Township shall provide at no cost to the regular full-time Police Officers group vision care and prescription coverage furnished by Capital Blue Cross under a policy for Township employees. Effective January 1, 2005, the employee prescription drug plan made available will be modified to reflect a change from the existing \$5 prescription card retail or mail order/generic or brand to a \$5 generic/\$10 brand preferred/\$10 brand non-preferred at retail and \$12 generic/\$12 brand preferred/\$12 brand non-preferred at mail order prescription card.

5. Life Insurance – Group term life insurance with coverage of \$100,000.00 on the life of the officer.

6. Pre-Retirement Death Insurance – A policy that covers the insured for \$100,000.00 double indemnity clause in the event of an accidental death either on or off the job. This policy covers the Officer for 24 hours a day.

7. Unemployment Compensation – This is to provide an Officer with an income in the event he is laid off due to a cutback in the size of the Police Department.

8. Any lay-off in connection with the reduction in the size of the Department will be completed on a seniority basis beginning with the Officer with the least amount of seniority. Seniority will be adhered to as described in Article IX, Section 6, of this contract.

9. Public Injury/Liability – This policy provides liability protection to the individual Officer in the event of a false arrest suit or any suit that may be instituted by a citizen against an individual Officer for anything that he could be sued for in the performance of his official duties.

10. Annual Sick Leave. Through November 30, 2015, all officers are to receive 15 sick days per full year. The Township agrees to buy back, on a yearly basis, the unused sick leave of the Officer involved based upon the following formula. The Township will pay the Officer or his estate 50% of the Officer's daily rate in effect at the time of the first pay in December for each sick day, or portion of a sick day, unused by the Officer up to 15 days. Each Officer may choose to carry over up to five days of sick leave during each calendar year to increase his sick days to a maximum total of 20 days for the calendar year and such days will be considered to be used sick days. The year shall commence on December 1st and will end on November 30th for the purpose of determining sick leave payments.

Effective December 1, 2015, all officers are to receive 13 sick days per full year. The Township agrees to buy back, on a yearly basis, the unused sick leave of the Officer involved based upon the following formula. The Township will pay the Officer or his estate 70% of the Officer's daily rate in effect at the time of the first pay in December for each sick day, or portion of a sick day, unused by the Officer up to 13 days. Each Officer may choose to carry over up to five days of sick leave during each calendar year to increase his sick days to a maximum total of 18 days for the calendar year and such days will be considered to be used sick days. The year shall commence on December 1st and will end on November 30th for the purpose of determining sick leave payments.

11. Health Benefits for Retirees – An additional benefit will be added effective January 1, 2005. For this benefit, the following criteria will be maintained:

a. The term “retiree.” Shall refer to any police officer of the Bethlehem Township Police Department who retires with a minimum of twenty-five (25) years of full-time service and who has reached fifty (50) years of age. That the term “retiree” shall also

include any police officer of the Bethlehem Township Police Department who utilizes up to five (5) years of Military buyback to achieve the minimum of twenty-five (25) years of full-time service and who has reached fifty (50) years of age.

b. Once this occurs, an officer who retired between January 1, 2005, and December 31, 2010, shall then have Bethlehem Township pay \$350.00 a month for said officer's health care benefits until said officer reaches the age of sixty-five (65), at which time said officer would then become eligible to receive Medicare benefits. This benefit will be paid directly to said officer. If at any time between the date of retirement and the date of the officer reaching the age of sixty-five (65), said officer does not receive spousal or other employer benefits, Bethlehem Township shall provide the \$350.00 monthly health care benefit.

bb. An officer retiring on or after January 1, 2011, shall then have Bethlehem Township pay \$450.00 a month for said officer health care benefits. The Township shall continue to pay this stipend for a period of ninety-six (96) months following the month of the officer's retirement, regardless of his age or Medicare status. At the end of the ninety-six months, the stipend shall end.

c. Said officer will receive the monthly benefit (\$350 or \$450, depending on retirement date) only if the officer is not eligible to be covered under another group insurance plan, including a spouse's plan or another employer's plan. If the officer is eligible to be covered under another plan, but there is a premium co-payment required, the officer will receive the amount of the monthly premium co-payment, not to exceed the maximum of \$350.00 or \$450.00, depending on retirement date. Employer reserves the right to request evidence of eligibility as per the criteria established in this agreement.

d. Taxation of this benefit will be in accordance with all applicable laws.

e. For any officer hired on or after January 1, 2015, the post-retirement medical benefit shall be eliminated.

12. Effective January 1, 2022, through December 31, 2022, police officers who receive family health insurance coverage shall contribute \$160 per month (\$1,920 annually) toward the cost of this coverage and police officers who receive individual health insurance coverage shall contribute \$80 per month (\$960 annually) toward the cost of this coverage.

Effective January 1, 2023, through December 31, 2023, police officers who receive family health insurance coverage shall contribute \$170 per month (\$2,040 annually) toward the cost of this coverage and police officers who receive individual health insurance coverage shall contribute \$85 per month (\$1,020 annually) toward the cost of this coverage.

Effective January 1, 2024, through December 31, 2024, police officers who receive family health insurance coverage shall contribute \$190 per month (\$2,280 annually) toward the cost of this coverage and police officers who receive individual health insurance coverage shall contribute \$95 per month (\$1,140 annually) toward the cost of this coverage.

Effective January 1, 2025, through December 31, 2025, police officers who receive family health insurance coverage shall contribute \$210 per month (\$2,520 annually) toward the cost of this coverage and police officers who receive individual health insurance coverage shall contribute \$105 per month (\$1,260 annually) toward the cost of this coverage.

Effective January 1, 2026, through December 31, 2026, police officers who receive family health insurance coverage shall contribute \$230 per month (\$2,760 annually) toward the cost of this coverage and police officers who receive individual health insurance coverage shall contribute \$115 per month (\$1,380 annually) toward the cost of this coverage.

Effective January 1, 2012 through December 31, 2016,, Police Officers who receive family health insurance coverage shall contribute \$50 per month (\$600 annually) toward the cost of this coverage. Effective January 1, 2012, through December 31, 2016, Police Officers who receive individual health insurance coverage shall contribute \$25 per month (\$300 annually) toward the cost of this coverage. Effective January 1, 2017, through December 31, 2019, Police Officers who receive family health insurance coverage shall contribute \$100 per month (\$1,200 annually) toward the cost of this coverage. Effective January 1, 2017, through December 31, 2019, Police Officers who receive individual health insurance coverage shall contribute \$50 per month (\$600 annually) toward the cost of this coverage. Effective January 1, 2020, Police Officers who receive family health insurance coverage shall contribute \$150 per month (\$1,800 annually) toward the cost of this coverage. Effective January 1, 2020, Police Officers who receive individual health insurance coverage shall contribute \$75 per month (\$900 annually) toward the cost of this coverage.

13. The following health insurance plan changes (certain PPO co-pays) shall become effective as of January 1, 2016: office visit co-pay increases from \$10 to \$15; emergency room co-pay increases from \$25 to \$75; urgent care co-pay decreases from \$35 to \$20.

14. Effective January 1, 2016, the Township shall allow an employee, who can demonstrate he/she has alternative credible coverage, the option to waive participation in the hospitalization (health insurance) plan. This election option must be made in writing. In lieu of hospitalization, medical, dental, vision, and prescription insurance coverage, the employee shall receive a payment equal to thirty-five percent (35%) of the employee's health insurance premium (family or individual, whichever the employee qualifies for at the time of waiving participation). Such payments shall be made on a monthly basis (i.e., a monthly payment will be equivalent to 35 percent of the employee's monthly health

insurance premium costs) through Township payroll in the form of a separate check. Such payments will be subject to all applicable taxes, but will be exempt from all pension considerations and calculations. Subject to any additional timing or eligibility requirements under the Township's healthcare plan, an employee can opt out or opt into the Township's medical benefits plan only during open enrollment periods or in the event of a "life changing event" to the covered employee/spouse as defined by the Department of Treasury regulations.

15. Effective January 1, 2018, to December 31, 2020, should the value of health insurance benefits provided to bargaining unit members exceed the threshold set under the Affordable Care Act such that it would become subject to the "Cadillac Tax," or any similar tax or penalty, the Employer retains the right to reopen the agreement for the sole purpose of negotiating changes with the Union to the health insurance plan as to fall below the taxation thresholds. In the event the parties are unable to reach agreement on such changes, either party upon written request, may submit their issue to Arbitration outlined in Article XXIII of the CBA. The arbitration award shall result in a plan that is not subject to taxation.

Notwithstanding the above, employees shall have the option to enroll in the existing health plan with said employees paying any tax for exceeding the threshold set under the Affordable Care Act, or similar tax or penalty.

ARTICLE XXII – PENSION PLAN

During the term of this agreement, the Township shall continue to maintain a pension plan for full-time police officers of the Township pursuant to the provisions of Ordinance No. 01-09, as amended..

Such pension plan shall be funded in accordance with the actuarial funding standards required by Act 205 of 1984. The Township shall annually allocate sufficient General Municipal Pension System State Aid to the pension plan to fully fund the minimum municipal obligation of the pension plan, without the need for member contributions, up to the total amount received by the Township for such year under the State Aid allocation formula included in Act 205 due to the Township's maintenance of a pension plan for full-time police officers of the Township.

From January 1, 2011, to December 31, 2012, the member contribution shall be set at two percent (2%) of compensation. From January 1, 2013, to December 31, 2013, the member contribution shall be set at three percent (3%) of compensation. From January 1, 2014, to December 31, 2017, the member contribution shall be set at four percent (4%) of compensation. From January 1, 2018, to December 31, 2020, the member contribution shall be set at four percent (4%) of compensation.

Also, during the term of this agreement, the Township shall amend the provisions of the pension plan for full-time police officers of the Township as necessary to comply with mandatory changes in Act 600 of 1956 and any other laws that apply to such pension plan, as well as changes that are required to satisfy findings contained in audit reports issued by the Department of the Auditor General.

Effective January 1, 2011, the killed-in-service benefit shall be eliminated in accordance with the provision of Act 51 of 2009. In the event that Act 51 is repealed, the parties will bargain over the impact of that legislative action.

Effective January 1, 2016, the following pension language shall be added to the collective bargaining agreement and the Township's pension plan:

There shall be an early retirement benefit provided to a member of the police force with twenty or more years of service who terminates employment prior to the completion of superannuation retirement age and service requirements and who files a written application for an early retirement benefit with the Board of Commissioners. The early retirement benefit shall become effective as of the date the application is filed with the Board of Commissioners or the date designated on the application, whichever is later, and shall be the actuarial equivalent of a partial superannuation retirement benefit calculated as follows:

(1) A partial superannuation retirement benefit shall be determined by applying the percentage that the member's years of service bear to the years of service that the member would have rendered had the member continued to be employed until his superannuation retirement date to the gross pension amount calculated using the monthly average salary during the appropriate period prior to his termination of employment.

(2) The actuarial equivalent of the partial superannuation retirement benefit shall be determined by actuarially reducing the partial superannuation retirement benefit to reflect that it will commence on the effective date of the early retirement rather than on the date on which the member would have completed superannuation age and service requirements. The actuarial reduction shall be calculated using the actuarial assumptions reported in the last actuarial valuation report filed with the Public Employee Retirement Commission under the act of December 18, 1984 (P.L. 1005, No. 205), known as the

ARTICLE XXIII – GRIEVANCE PROCEDURE (1999 Settlement)

Section 1. Procedure

Subject to the provisions of Section 1(h) and 2(c) of this Article XXIII, any member of the Bethlehem Township Police Department who feels that he/she has been aggrieved or disciplined without just cause shall have the following procedure available to him/her.

a. All grievances shall be in written form and shall state the date and nature of the reported wrongdoing, as well as the section of the contract allegedly violated. All grievances shall be filed at the First Step no longer than ten (10) working days after the alleged incident has occurred.

b. First Step - The written grievance shall be filed with the Chief of Police within the ten (10) day period described in Section 1(a). The Chief of Police shall have five (5) working days to review and reply to the aggrieved party in writing.

c. Second Step - If the aggrieved party is not satisfied with the decision rendered by the Chief of Police, he/she shall have the right to appeal the decision to the Township Manager. The Appeal shall be in written form and shall be filed within five (5) working days from the date of the Chief's decision. The Township Manager shall review the appealed grievance and shall render his/her decision in written form to the aggrieved party within ten (10) working days.

d. Third Step - If any grievance cannot be settled between the Township and the aggrieved party then the unsettled grievance may be submitted to arbitration by the aggrieved party or by the Bethlehem Township Police Association on behalf of the aggrieved party. In the event that the Association does not agree to represent the aggrieved party in the Third Step appeal the aggrieved party may proceed with arbitration but all associated costs (relating to Section 1(I) of this Article XXI) will be borne by the aggrieved party and not the Association. Notice must be given to the Township Manager within ten (10) working days after the date of the Township Manager's response to the Second Step of the grievance procedure of the desire to proceed to grievance arbitration. If such notice is not given within such ten (10) day period, the grievance shall not be arbitrable. If parties cannot agree upon the selection of an Impartial Arbitrator within ten (10) working days thereafter, or such time as may be mutually agreed upon, then such selection shall be referred to the American Arbitration Association for the selection of an Impartial Arbitrator in accordance with its rules. A hearing on the grievance shall be scheduled within sixty (60) calendar days after the selection of the Impartial Arbitrator, unless such time is extended by mutual consent of the parties of such grievance or their

representatives. The Impartial Arbitrator shall render his/her decision, in writing, within thirty (30) calendar days of the close of the hearing, unless such time is extended by mutual consent of the parties of such grievance or their representatives.

e. Any question or any matter outside of this Agreement shall not be the subject of arbitration. It is specifically understood that the rights of Management which are not expressly abridged by a specific provision of this Agreement are not the subject of arbitration.

f. Failure to meet any of the time provisions listed in this Article XXI shall declare the grievance void if violated by the individual filing said grievance, or shall be automatically rendered in favor of the aggrieved party if the fault is by persons charged with the review of the grievance.

g. Notwithstanding any provision to the contrary herein, the time limits specified in this Article XXI may be extended by agreement of the parties.

h. In the event that an employee and/or Association has initiated any proceedings against the Township with any court or administrative agency arising out of the same facts as those giving rise to a grievance, such grievance shall not be arbitrable under the terms of this Agreement.

i. The fee of the Arbitrator and the necessary expenses (exclusive of any payment to witnesses) of any grievance arbitration proceeding shall be borne equally by the Township and the Association, except that each party shall pay the fees of its own counsel or representatives or witnesses.

j. The decision of the Arbitrator shall be final and binding on the Township, the Association and the grievant(s). The Arbitrator may not add to, detract from or change, in any way, the language of this Agreement.

k. Matters pertaining to Heart and Lung compensation are grievable and subject to arbitration.

Section 2. Discipline and Discharge

a. The Township shall have the right to discharge, suspend, or discipline any police officer for just cause which shall include any reason authorized under the First Class Township Code or other applicable laws of the Commonwealth of Pennsylvania or the Bethlehem Township Police Department Rules and Regulations Manual.

b. The Township will notify the Association in writing within twenty-four (24) hours, exclusive of weekends and holidays, following the date of discharge or suspensions of any employee. Any days off from work due to suspension shall be designated by the Township.

c. It is the intent of the Township and the Police Association that a police officer has the right to choose to contest his/her discipline either through the grievance and arbitration provisions of this Agreement or through procedures established by the laws of the Commonwealth of Pennsylvania but shall not pursue both remedies. The filing of a grievance, or the filing of a written request for a hearing pursuant to statutory appeal provisions (e.g. civil service), shall constitute an irrevocable election of the procedure so indicated and a waiver of any claim or right to proceed under the other.

ARTICLE XXIV – FIREARMS FACILITY

1. Township of Bethlehem will provide a pistol range or equal facility for the purpose of firearms practice or training.

2. Each Officer upon his/her request shall be supplied, when practicable, with a minimum of one (1) box and a maximum of four (4) boxes of ammunition (50 rounds per box) per month for the purpose of firearms training and practice. Should ammunition not be available during a time of shortage an officer can request a minimum allotment during that current month to be retroactively compensated when the department obtains ammunition.

3. Firearms qualification will be set up for twice a year (Spring and Fall) at which time each Officer will be expected to qualify on a course set up by the Firearms Instructors of the Department.

ARTICLE XXV– PROTECTIVE WEAR (Caldwell Award 1994)

For those police officers not already possessing the same, the Township shall provide soft body armor with a minimum threat level of IIIA (full wrap-around). For those officers already in possession of such body armor, the Township shall provide replacement panels or other components as needed. Each new officer shall be provided such body armor upon appointment to the Police Department. Replacement vests or panels or other components shall be provided to all officers on or before the expiration of the manufacturers warranty for such equipment. The Township and the Police Department shall meet and discuss concerning the type of equipment and the circumstances under which it must be worn.

ARTICLE XXVI - RANDOM DRUG TESTING (1999 Settlement)

The members of the Bethlehem Township Police Department wish to set the example in fighting the intrusion of drugs into the lives of each and every resident of Bethlehem Township by agreeing to periodic drug testing for members of the Bargaining Unit in accordance with the following procedure.

Each police officer shall submit to random drug tests annually during the contract period. These tests shall be performed in accordance with the Standards and Procedures of the Substance Abuse and Mental Health Services Administration of the department of Health and Human Services and the regulations published in 49 C.F.R. Part 40. The following conditions shall apply:

- a. Negative test first sample - A negative test result on the first sample shall constitute passing the test.
- b. Positive test first sample - A positive test on the first causes the second sample to be tested immediately. A negative result on the second sample shall constitute passing the test.
- c. Positive test on the second sample - A positive test on the second sample shall cause the police officer to be considered in violation of this Article and the Township shall be notified of the results.
- d. Evidence of a positive test result, refusal or failure to submit to a random test, or that the officer altered or substituted a sample, may be admitted into the evidentiary record in any administrative, disciplinary or judicial hearing.

ARTICLE XXVII – UNION SECURITY-AGENCY SHOP-CHECKOFF

All members of the police department who do not join the bargaining unit representative shall, as a condition of continued employment with the municipality as a police officer, pay to the employee representative each month a service charge as a contribution toward the administration of the collective bargaining agreement between the parties, which shall be equal to the regularly monthly dues and assessments of the police, which are required of all unit police officers. The police shall indemnify and save the municipality harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken or not taken by the municipality for the purpose of complying with any of the provisions of this agency shop clause. The employer is required to deduct the current dues and assessment from compensation received by members of the police department. The dues and assessments shall be deducted bi-weekly and shall be forwarded to the treasurer of the bargaining unit representing the police department.

ARTICLE XXVIII – OFFICERS TERMINATING EMPLOYMENT WITHIN FIVE YEARS OF HIRE

For officers hired on or after January 1, 2022, if an officer voluntarily leaves township employment to hold other law enforcement employment utilizing ACT 120 certification within five years of his/her hiring date, the officer shall reimburse the township for (1)

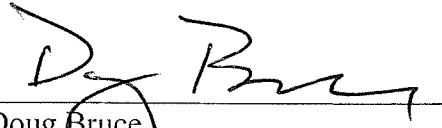
police academy tuition costs paid by the township, and (2) uniform costs paid by the township during the officer's period of township employment.

ARTICLE XXIX – DURATION

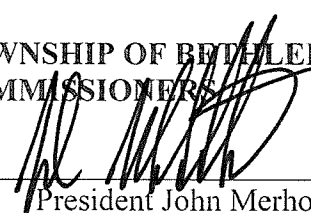
A five-year contract commencing on January 1, 2022 and ending December 31, 2026.

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties have hereunto set their hands and seals this 1st day of FEBRUARY, 2022.

ATTEST:



Doug Bruce
Township Manager/Secretary


TOWNSHIP OF BETHLEHEM
COMMISSIONERS

BY: 
President John Merhottein

POLICE DEPARTMENT OF THE
TOWNSHIP OF BETHLEHEM

BY: 
K. LINDSAY

BY: 
James R. [unclear]

BY: 
Gretchen Kraemer