

# **COLLECTIVE BARGAINING AGREEMENT**

**By and between**

**THE BOROUGH COUNCIL OF THE BOROUGH OF JENKINTOWN**

**And the**

**JENKINTOWN POLICE BENEVOLENT ASSOCIATION**

**TERM: JANUARY 1, 2024 – DECEMBER 31, 2027**

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## AGREEMENT

**THIS AGREEMENT** made this 1<sup>st</sup> day of January, 2024, 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 “PBA”).

### 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 PBA 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 PBA is to commence on January 1, 2024, and remain in full force and effect, unless otherwise modified in writing, between the parties hereto, through December 31, 2027

#### II. SALARY SCHEDULE

The base salary shall increase, excluding longevity, for full-time Police Officers and Sergeants for the contract years 2024, 2025, 2026, 2027, shall be as follows:

Effective:

December 31, 2024     3.5%

January 1, 2025         3.5%

January 1, 2026         3.5%

January 1, 2027         3.5%

#### POLICE OFFICER

#### SERGEANT

2025         \$112,841.21

\$120,477.39

2026         \$116,790.55

\$124,694.10

2027         \$120,878.22

\$129,058.39

- a. Officers hired after 2024 to full-time status will follow a three-year scale of escalation to full officer salary on their anniversary date of hire. First year salary will be at 70% of base salary, second year salary will be at 80% of base salary, third year salary will be at 90% of base salary. Full salary will be compensated at the conclusion of the third year of service.

### III. LONGEVITY

Longevity increments will be implemented into the hourly wage for the officer/sergeant base salary beginning on January 1, 2026. The following scale will be the adjustment to the hourly wage based on years of service. If an officer or sergeant moves from one level to the next level of the scale during the calendar year, the incremental increase will begin at the start of the calendar year where the anniversary date moves the officer/sergeant to the next level.

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

#### a. RATIFICATION BONUS

All officers/sergeants employed by the Borough as of the ratification of this agreement in the year 2025 will be compensated with a one-time bonus of \$3000.00 within the first month after ratification.

### IV. WORK SCHEDULE

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

Scheduling shall remain the sole prerogative of the Chief or their delegated representative. Substitutions shall be permitted with the permission of the Chief of Police or their designee and will be described in Department Policy.

The work schedule will be posted via the Borough approved scheduling software for the Police Department (currently Plan-It/PowerTime) on an annual basis. The officers/sergeants will be notified of their assigned platoons or positions in November of the previous year.

The current work schedule for officers and sergeants is generally a 12-hour rotating shift schedule over a 14-day period. Two days of work, two days off, three days of work, two days off, two days of work, three days off. The specific rotation will be based on platoon or position assignments. The day shift is 0700-1900 hours, and the night shift is 1900-0700 hours. There are two power shift/extra officer positions with a general schedule of 1400-0200 hours. In addition, there is a position with a flexible schedule working either an eight- or ten-hour schedule Monday through Friday. The days off are described as Required Day Off (RDO). The schedule can be modified by the Chief of Police or their designee to minimize overtime expenditure. The modification of officer's/sergeant's schedules will be voluntary unless there are special or emergency



circumstances that create a long-term deficiency in staffing where the officer may switch platoons. Even in these circumstances, volunteer(s) will be solicited before a mandatory change to an officer's/sergeant's schedule will occur. Routinely, there may be voluntary schedule modification from days to nights or nights to days on the already assigned day to work. The minimum staffing for patrol is one officer for all shifts scheduled twelve-hour schedule of 0700-1900 and 1900-0700.

## **V. TWO WEEK PAY PERIOD**

Since the work schedule will be an alternative 12-hour schedule and the officers/sergeants are only required to work 2080 hours within a calendar year, this alternative schedule creates 84 hours worked in a two-week period. The officers/sergeants will receive four hours of Kelly Time into their bank of Paid Time Off (PTO) for each two weeks worked. The time will be allocated at the beginning of the year as a presumed accumulated time of 104 hours. Any officer/sergeant assigned to a standard eight-hour or ten-hour shift schedule is not eligible for and will not receive Kelly Time. If any officer/sergeant is absent from work more than forty-five consecutive days because of sickness, family medical leave, short-term disability, or other non-work related illness/injury, that officer/sergeant will not accrue Kelly Time and Holiday Time during their absence. There will be a prorated calculation of time for the remainder of the year until they return to work. Kelly time will be scheduled in blocks of time for the twelve-hour shift. See Section XII for more information on Kelly Time.

In addition, the schedule of time will be in compliance with the 28-day schedule according to Fair Labor Standards Act (FLSA), and the officers/sergeants may be assigned Kelly Time off within the 28 day period to accommodate for any time over the 171 hours of work allowed, or they will be compensated for each hour worked over at a half time rate.

## **VI. OVERTIME COMPENSATION**

Overtime is defined as any hours worked in excess of the 12-hour, 10-hour, or 8-hour assigned shift for any officer/sergeant. It will be compensated on the half-hour for any time worked in excess of the fifteen-minute interval. It also includes any time worked by an officer/sergeant on an assigned RDO or off day. Compensation should not be affected by the officer/sergeant exercising their PTO time during the 84-hour or other two-week pay period, including Vacation, Holiday, Kelly, Comp, and Rescheduled time. If an officer was originally scheduled to work the assigned day or specific shift, but they were electing PTO, the PTO will be reimbursed, and the officer/sergeant would not collect overtime. The fact that the 12-hour, 10-hour, or 8-hour day of work, any hours worked beyond the assigned shift, compensation will be time and one half for every hour worked as overtime. An officer/sergeant may elect to receive compensation as one- and one-half hours per hour worked in Comp time.

No officer/sergeant may work more than eighteen hours in a twenty-four-hour period. If there is an emergency within the Borough, the Chief of Police or the Borough may order officers/sergeants to work mandatory overtime to staff the Department during the emergency. If officers/sergeants are recalled to work for an emergency situation while on RDO or off day, they will be compensated at the overtime rate.

## **VII. TRAINING**

Training for officers/sergeants is defined as any time where an officer elects to attend basic or advanced training in the many disciplines that certified police officers may attend. It includes firearms, leadership, investigative, patrol, crisis intervention/negotiation training, and any other approved training by the Chief of Police or their designee.

Officers/Sergeants attending training while on RDO or off day will be compensated at a rate of hour for hour, plus travel time. This time will be listed as Rescheduled Time in the PTO banks. Travel time will be determined by the distance calculation and time assigned to travel from the Borough building to the training site/location.

Any officer/sergeant who is a member of the Montgomery County SWAT East Region, Major Incident Response Team (MIRT), or other similar voluntary assignment, will be compensated time for time only, no travel time, since these are monthly/quarterly reoccurring training. All effort will be made to assign any SWAT/MIRT team member during their assigned shifts/days to work. Any additional days of training will be time for time with a maximum of twelve hours per day, no travel time.

Officers/Sergeants will be expected to make every effort to schedule their accumulated Rescheduled time in the calendar year that it was obtained. Officers/Sergeants will be expected to complete their assigned shift or take PTO to complete any shifts when scheduled to work and are assigned to training for one or two days where they were assigned to normal twelve-hour shift. If the training is multiple days where there is attendance on an off day or RDO, the officer/sergeant will not be required to return on the days of normal assignment, but the accumulation of time will be affected by the hours not worked during the training assignment.

Mandatory in-service training will be conducted via the Pa. Chief's of Police Training Network or the approved MPOETC training website while the officer/sergeant is working their normal shift.

## **VIII. COURT ATTENDANCE**

In the event that an officer/sergeant is subpoenaed or required to testify in a court of competent jurisdiction or at a 302/303 mental health commitment hearing on a scheduled off day or while an officer is not scheduled to work, the officer/sergeant will be entitled to compensation for every hour of attendance at the said hearing or court proceedings. The matters are assumed to be related to official duties as a Jenkintown Police Officer or when acting as a sworn police officer in the Commonwealth of Pennsylvania. This attendance will be similar to court attendance and compensated in overtime when off duty. If the attendance is at MCES Building 50, it will be four hours minimum. If at local hospital in adjacent municipality to the Borough, it will be minimum three hours.

Court attendance should be certified by the Montgomery County District Attorney's Office, the office of any public prosecutor, or the Magisterial District Justice of Record. The officer/sergeant will receive two hours of overtime compensation when the attendance is during off duty time or

RDO for any proceeding conducted at the Magisterial District Justice of the Borough of Jenkintown. If court attendance is in an adjacent jurisdiction that is not contained within the Borough of Jenkintown, the officer/sergeant will be entitled to three hours of overtime compensation if scheduled off duty or RDO. If the officer/sergeant is attending proceedings at the Court of Common Pleas, the officer/sergeant is entitled to three hours, plus one hour of travel time to the court of record. If the officer's/sergeant's attendance exceeds three hours of time, the officer/sergeant shall be compensated for every half hour in excess of the three hours in attendance. The half hour shall be confirmed as attended after the quarter hour mark.

If an officer/sergeant is requested to testify for a civil deposition/trial as a witness, the officer/sergeant can seek compensation for their attendance from the requesting party/attorney for the professional fees assigned to their testimony. The fees are set at \$100.00 per hour for each hour of attendance. These fees encompass the overtime rate and related fees of travel related to their attendance for the civil deposition or trial.

## **IX. SICK LEAVE**

Officers/Sergeants are entitled to 144 hours of sick time per year. The officers/sergeants will be compensated full pay for any sick leave/time usage during the calendar year. Officers/Sergeants may elect to accrue their sick leave/time on an annual basis to a maximum of 2080 hours. The accrued sick time will be separated in the Department scheduling software as Banked Sick time.

If an officer/sergeant elects to use sick time for three consecutive days or more when scheduled to work, the officer/sergeant must present a physician's note for verification of the sickness/illness/injury upon return to work. The Borough may elect to send an officer/sergeant to an Independent Medical Examination (IME) after an officer/sergeant has been out on sick leave/time for thirty consecutive days at the Borough's expense.

Accrued sick leave can be utilized at any time when there is a need by an officer/sergeant because of an illness/injury/sickness after the sick time from the current calendar year has been used completely. All sick time from the current calendar year must be used before submission for Short Term Disability.

Officers/Sergeants may elect to utilize PTO and sick time combined to care for a relative with a long-term illness prior to requesting FMLA. This will have to be approved by the Chief of Police or the Borough Council prior to utilizing the time off.

All officers/sergeants will comply with the sick leave policies regarding notification and confinement during their time of sick leave/time. Officers electing to utilize sick time can be checked for verification that they are confined to their residence of record.

Sick time sell back on a yearly basis is eliminated. Officers/Sergeants may elect to sell back the sick time at their recognized standard retirement at 50% of value, or sell their full accrued 2080 hours to pay for five years of retirement medical coverage for the officer and their spouse.

If the officer/sergeant does not have the maximum of 2,080 banked sick hours, the value of the actual accrued sick hours will be calculated and prorated to account for retirement medical coverage for the officer alone or with their spouse. That coverage will be determined by the Borough prior to the officer/sergeant ending their employment at normal retirement.

### PAID TIME OFF

Officers or Sergeants electing to utilize paid time off will adhere to the policy of one officer only allowed off per platoon/shift for a specific day, unless special circumstances exist or use of paid time off is approved by the Chief of Police or their designee. The specific Paid Time Off, whether Vacation, Holiday, Comp, Rescheduled or Kelly does not impact or change the rule of one officer off at a time. Priority will be given to officers/sergeants taking multiple shifts in succession for a vacation or other personal matter. Every effort will be made to approve the time off while limiting the excessive overtime to cover the minimum staffing requirement in Section IV.

## **X. VACATION**

A. Vacation may be taken in blocks corresponding to the normal weekly or daily schedule the officer/sergeant requesting it with the basic block being twelve hours. Should the operating schedule of the Department be altered as to its basic block (for example, changed to an 8-hour day), the vacation block will be correspondingly altered as well.

B. Annual vacation hours allotted shall be based on years of service as follows:

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

Vacation of newly hired officers will be prorated as a function of the balance of the year rounded up to the nearest hour.

C. Officers must submit their vacation request through the approved scheduling software at least five days in advance of the date when vacation time will be taken. The request cannot impact the minimum staffing requirements, described in Section IV and above, for the shifts that are requested. The Chief of Police or their designee has the right to refuse the request within two days of the submission if the request will create an unnecessary overtime expenditure. Communication between the officer and the Chief of Police or their designee will occur within the two days regarding the approval or denial. The decision will be fair and reasonable, and every effort will be made to allow officers/sergeants their time off during any calendar year. The denial will not be arbitrary and capricious.

No officer/sergeant may accrue any vacation time from year to year unless there are special circumstances approved by the Chief of Police and/or the Borough Council. If an officer/sergeant is approved to accrue vacation time to the following calendar year, they must utilize the specific time within the first quarter of the subsequent calendar year. An officer/sergeant who is injured on duty and is not able to exercise their option of utilizing

vacation time will be given special consideration for moving the time that has been accrued to the subsequent year or years of service. Any officer/sergeant moving from one level to the next during a calendar year where their anniversary of service occurs will be allocated the next level at the beginning of that calendar year.

Priority for time off will be given to officer/sergeant requesting two or more consecutive days of vacation over another officer/sergeant that only asks for one day or less than twelve hours or assigned hours that interferes with the staffing requirements.

## **XI. HOLIDAYS**

All officers/sergeants are entitled to earn fourteen holidays at a rate of 8 hours per holiday and one personal day at 8 hours, for a total of 120 hours per calendar year. In addition, any officer/sergeant scheduled to work on New Year's Day, Independence Day (July 4<sup>th</sup>), Labor Day, Thanksgiving, and Christmas, will be entitled to compensation at two times the regular rate of pay (double time).

If an officer/sergeant is scheduled to work the overnight shift on New Year's Eve and/or Christmas Eve into the corresponding holiday, they would be entitled to two times the regular rate of pay for the entire shift that is worked on the Eve of the official holiday. Any officer/sergeant who is working the assigned double-time holidays as an overtime shift, will be compensated at only the double-time rate.

As described earlier in the language of this contract, no officer/sergeant will be entitled to accrual of holiday time when the said officer/sergeant has been on sick leave for forty-five consecutive days. The accrual process will be reinstated when the officer/sergeant returns to work. Any holiday that occurred during the time when the officer/sergeant was on sick leave will not be accumulated as part of this process.

There will be no accrual of holiday time from one calendar year to the next, unless there are special circumstances acknowledged by the Chief of Police or Borough that would allow for the accrual into the following year. The accrued hours will be utilized in the first quarter of the subsequent year by the officer/sergeant.

Holiday hours will be issued at the start of each calendar year subject to prorating if the officer/sergeant has any extended sick leave in excess of forty-five consecutive days. In lieu of accrual of holiday hours, any officer/sergeant may elect to sell back a maximum of forty hours of holiday time in the calendar year it was earned. The officer/sergeant must declare the number of hours that they are selling back in the last week of November. The monetary dispersal will be in the month of December of the same year.

## **XII. KELLY TIME**

Kelly Time is defined in Section V relative to the twelve-hour alternative schedule. No officer/sergeant assigned to eight/ten-hour schedule can accrue or earn Kelly Time. Each officer/sergeant when assigned to the twelve-hour alternative schedule will be allotted 104 hours of Kelly Time in the first month of the calendar year. An officer/sergeant must utilize

this time within the calendar year that it is earned. This time cannot be accrued from one year to the next.

Any time listed as accrued in Banked Kelly time prior to this contract will be arranged to be scheduled by the officer/sergeant and Chief of Police or the Borough before the end of this contract ending in 2027 as the schedule and staffing allows. The Chief and or the Borough will communicate with the individual officers to accommodate for special circumstances when assigning or scheduling this time off. If an officer/sergeant is absent from work for forty-five (45) or more consecutive days for an illness/injury experienced outside of work, they will not accrue Kelly Time and Kelly Time will be prorated based on the officer/sergeant returning to work.

### **XIII. COMPENSATORY TIME AND RESCHEDULED TIME**

Officers/Sergeants may elect to earn compensatory (Comp) time instead of overtime pay during any situation where overtime can be earned. The officer is required to communicate this request to the Chief of Police or their designee at the time of earning. The comp time bank can be accrued to a maximum of sixty (60) hours annually. Every effort will be made to have the officer/sergeant utilize this time during the calendar year it is earned. Accrual from year to year is allowed with the allowed maximum of sixty (60) hours total at any point in time. An officer/sergeant cannot earn any more comp time if they have a maximum of sixty hours in their bank of time during any calendar year.

Rescheduled time is time earned when an officer/sergeant has attended voluntary training or other type of event where the officer/sergeant is compensated time for time, hour for hour, rate of compensation. Rescheduled time can be accrued from year to year, but every effort will be made to have the officer/sergeant utilize the time within the calendar year that it is earned. The maximum amount of Rescheduled time accrued will be 120 hours. Similar to Comp time restrictions, an officer cannot earn additional Rescheduled time if they have the maximum 120 hours in their bank.

### **XIV. SERVICE OUT OF RANK**

There is no longer a designation of Officer in Charge as part of the bargained agreement.

If an illness/injury occurs to the sergeant(s) that requires an extended period where an officer will be assigned as an Acting Sergeant, that officer will assume the responsibilities of the sergeant position and will be compensated at the sergeant rate of pay during the entire time they are assigned to this position.

If an officer/sergeant is appointed/designated as Acting Chief of Police when the Chief is absent, the officer/sergeant will be compensated for any time that the officer/sergeant is contacted while off duty by on-duty personnel.

In addition, IF in either circumstance the appointed/designated officer is required to respond to an incident in the Borough, they will be compensated at the overtime rate of a sergeant when at least one-half hour of time has elapsed in either circumstance.



## **XV. LIFE INSURANCE**

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

## **XVI. MEDICAL INSURANCE**

The standard health benefit plan will be the Aetna DVHT plan, with following provisions. No substantive or material change will be made in the standard health benefit plan without bargaining.

- a. The Borough funded Health Reimbursement Accounts (HRA) shall be the amount of \$1,800.00 for each year, plus \$100.00 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 (2<sup>nd</sup>) and fourth (4<sup>th</sup>) Mondays of each month, with appropriate documentation supplied to the officer/sergeant to demonstrate payment. Officers/sergeants may also elect to receive a Borough check, payable to the officer or provider, within the above time frame.
- d. Officers/sergeants shall make premium contributions in the amount of 1.8% of their 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/sergeants before the new insurance 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/sergeant may elect to waive their health benefits 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/sergeant elects to waive their health insurance benefits coverage as provided above, the officer/sergeant shall receive the gross amount of \$500.00 and the money shall be paid to the officer/sergeant 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.

#### **XVII. SHORT TERM DISABILITY (STD)**

The Borough shall provide coverage for income loss for such officers’/sergeants’ non-job related disability until the officer/sergeant would be entitled to Long Term Disability coverage. The coverage will pay the officer/sergeant at a rate set by the Insurance Provider. During this period, the officer/sergeant may elect to make up the difference between the STD payment and their current base salary by cashing in the Banked Sick time, Vacation, or any accrued Kelly and/or Holiday time at that point in the calendar year. Otherwise, the Borough will not provide any compensation while the officer/sergeant is on STD.

#### **XVIII. RETIREMENT**

Full-time officers/sergeants shall be eligible for retirement after the completion of twenty-five years of service and reaching the age of 50 years old. The benefit shall be 50% of the average salary earned over the prior thirty-six months.

Officers/sergeants 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 the officer/sergeant and the Borough can be settled through the grievance process. However, payment of the accumulated/accrued time off shall not be included in the base pension calculation purposes.

At retirement, the accumulated/accrued Sick time can be used for retirement medical coverage as described in Section IX Sick Leave. If not used for retirement medical coverage, the officer/sergeant can be reimbursed for the accrued/accumulated hours of Sick time at a rate of 50% of the officer’s/sergeant’s base hourly rate at retirement for each hour accumulated.



Early Retirement: Officers/sergeants with twenty or more years of service who terminate employment prior to reaching the age and service requirements for normal retirement (25 years and 50yo) shall receive an actuarially reduced early retirement benefit.

Effective April 30, 2025, the Borough Council approved the enactment of Act 49—for officers/sergeants to purchase years of service up to five years for prior part-time or full-time service as a MPOETC certified law enforcement officer at Jenkintown Borough or another municipality within the Commonwealth as part of the approved pension ordinance. The officer/sergeant electing to purchase these years of service as part of Act 49 will be provided with an actuarial report declaring the amount of U.S. Currency that must be presented by the officer/sergeant to affect this purchase. All guidelines and procedures of Act 49 will be the standard for this purchase. Officer/sergeants who reach vested status at another municipality or agency will not be eligible to participate in this pension provision.

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

### Definitions:

#### DROP – Deferred Retirement Option Plan

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

ELIGIBILITY: 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 the completion of twenty-five years of credited service and attaining the age of 50. Eligibility shall be subject to the conditions set forth in section labeled Viability of DROP benefit, below.

WRITTEN ELECTION: A officer/sergeant of the Police Department electing to participate in the DROP must complete and execute a “drop option form” prepared by the Borough of Jenkintown, which shall evidence the officer’s/sergeant’s participation in the DROP. The form must be signed by the officer/sergeant and notarized, then submitted to the Borough of Jenkintown at least thirty (30) days prior to the date on which the officer/sergeant wishes the DROP option to become effective. The DROP option notice shall include a notice to the Borough, by the officer/sergeant, that they 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 twelve (12) months or longer than twenty-four (24) months from the execution of the DROP option form. An officer/sergeant shall cease to work as a Jenkintown Borough Police Officer on the officer’s/sergeant’s resignation date, unless the Borough terminates or honorably discharges the officer/sergeant prior to the resignation date. An officer/sergeant 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 an officer/sergeant terminates participation in the program, then the officer/sergeant 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.

**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.

**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/sergeant's separation from service.

**PAYMENTS TO THE DROP ACCOUNT:** The monthly retirement benefits that would have been payable had the officer/sergeant elected to cease employment and receive a normal retirement benefit, shall, upon the officer/sergeant 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 as the DROP account.

**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.

**PAYOUT:** Upon the termination date set forth in the officer's/sergeant's DROP option notice or such date as the Borough separates the member from employment, the retirement benefits payable to the officer/sergeant or their beneficiary, if applicable, shall be paid to the officer/sergeant or their beneficiary and shall no longer be paid to their DROP account. Within thirty (30) days following the termination of the officer's/sergeant's employment pursuant to their participating in the DROP program, the balance in their DROP account shall be paid to the officer/sergeant in a single lump sum payment or at the officer's/sergeant's option, in any fashion permitted by law.

**DISABILITY DURING DROP:** If the bargaining unit member becomes incapacitated during their 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/sergeant is disabled and has not returned to work as of the date of their required resignation, then such resignation shall take precedence over all other provisions herein and said officer/sergeant 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/sergeant is terminated while participating in the DROP Program, they shall upon

termination receive their DROP payments that had accrued to the date of their honorable discharge.

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.

FORFEITURE OF BENEFITS: Notwithstanding an officer's/sergeant's participation in the DROP Plan, an officer/sergeant 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. Sec. 1311-1314, shall forfeit his right to receive a pension, including any amounts currently deposited in the DROP account.

ACCOUNT MANAGER: The Borough will select an investment manager to administer the DROP accounts.

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.

AMENDMENT: Any amendments to the DROP Ordinance shall be consistent with the provisions covering deferred retirement options 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.

CONSTRUAL OF PROVISIONS: An officer's/sergeant'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/sergeant for just cause or to grant the officer/sergeant an honorable discharge based upon physical or mental inability to perform their duties.

VIABILITY OF THE 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 is 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 as 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 their full pension benefits as set forth in the Police Pension Ordinance as if no such DROP election was made.

## **XX. BEREAVEMENT LEAVE**

Each officer/sergeant shall be entitled to forty-eight (48) hours bereavement leave at the officer's/sergeant's regular salary in the event of a death in their immediate family. In the event an officer/sergeant is required to go out of state in connection with such death, there shall be an additional twelve (12) hours granted to them at their regular rate of pay. The immediate family shall be defined to include parents, brother or sister, spouse, son, daughter, son-in-law, daughter-in-law, step-parents, step-children, mother-in-law, father-in-law. The death of any other member of the officer's/sergeant's family will entitle the officer/sergeant to twenty-four (24) hours bereavement leave at their regular rate of pay.

## **XXI. TUITION REIMBURSEMENT**

Officers/sergeants 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/sergeant utilizing this benefit to the extent of eighty percent (80%) of the tuition cost (up to a maximum total annual expenditure by the Borough for the entire Police Force under this benefit of twelve thousand dollars (\$12,000.00) per year of each course in law enforcement related courses in which the officer/sergeant 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 officer/sergeant and the 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 (\$12,000.00). All courses must be approved by the Chief of Police or their designee, in writing, prior to the commencement of classes to be eligible for the aforementioned reimbursement. If an officer/sergeant leaves or retires from the Department within two years of tuition reimbursement, the officer/sergeant would be required to reimburse the funds received back to the Borough. If an officer/sergeant is subject to a Departmental layoff, furlough, or termination, the officer/sergeant would not be required to reimburse the Borough for any tuition reimbursement received during the course of employment.

## **XXII. GRIEVANCE PROCEDURE**

### **Definitions:**

A **grievance** shall be defined as "any dispute between the PBA and the Borough 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.

A **grievant** shall be defined as an officer/sergeant who has completed probation who may proceed alone or may be accompanied by a bargaining unit representative.

**Procedure:**

**Step 1:** All grievances shall be submitted in writing to the Chief of Police within ten (10) calendar days of alleged issue, to which the Chief must provide a written answer within ten (10) calendar days of receipt of grievance.

**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 from the receipt of Chief's answer. The Mayor shall respond to the grievance in writing within ten (10) calendar days of receipt of 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 of receipt of Mayor's answer. The Borough Council President shall present the grievance to the Borough Council at the next scheduled executive session, asking that the Council consider the grievance. Borough Council may request that the grievant be given an opportunity to present their position on the grievance in person at an 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 of that executive session.

**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 arbitration and arbitrator's fees 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/sergeant 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 grievant 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 a grievant 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 the list of three (3) potential arbitrators supplied to the parties by the American Arbitration Association. The Arbitrator shall confine himself/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 grievant 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.

**Independent Medical Exam:** The Borough Council and Administration have the right to request an Independent Medical Exam (IME) of any grievant or employee who has submitted a claim for Heart and Lung benefits. The IME will be conducted within a reasonable amount of time of the notification of a Heart and Lung claim or a grievance



related to Heart and Lung. The cost of the IME will be covered by Jenkintown Borough. The Borough Council and Administration shall attempt to have the IME scheduled within sixty days of the claim or grievance being received.

**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 PBA or its members to exercise any rights or claims they may have under the Pennsylvania Labor Relations Act.

### **XXIII. 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/sergeant may hold employment. Under no circumstances may an officer/sergeant 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/sergeant's performance of their responsibilities as a police officer for Jenkintown Borough are or may be detrimentally impacted.

### **XXIV. DEPARTMENTAL FUNCTIONS**

All members of the Department may be requested to attend two Departmental meetings per year during their scheduled time off. Compensation for these meetings for those officers off duty will be two hours minimum of overtime pay. In addition, officers may have to conduct other functions as part of their duties that involve activity when not scheduled to work, namely, evidence transportation, administrative duties, and other special details. The compensation for these functions will be at least two hours of overtime pay, when pre-approved by the Chief of Police or their designee.

### **XXV. MILEAGE REIMBURSEMENT**

An officer who is required to use a 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. If an officer voluntarily utilizes a privately owned vehicle for any of these purposes, they are not eligible to receive reimbursement.

## **XXVI. UNIFORM ALLOWANCE**

All uniforms and equipment required by the Police Department will be provided by the Borough. Any damaged/worn/non-functioning equipment or uniform will be replaced by the Borough on a one for one basis. The official uniform and equipment list will be provided via the Department Policy on uniforms and equipment. Changes in size by the officer/sergeant will only be accommodated as replacement for one item of pants, one short sleeve, and long sleeve shirt. All additional replacements would be the burden of the officer/sergeant. This decision will be a case-by-case basis with approval of Borough Administration.

All personnel must maintain their uniforms that are issued to them. A three-hundred dollar maintenance check will be issued annually in the month of June of each calendar year. All personnel will be issued three sets of uniforms for spring/summer and fall/winter, meaning three short sleeve shirts, three long sleeve shirts, and three uniform pants upon initial hiring. The goal will be to maintain three uniforms for all personnel throughout their tenure. All additional uniform purchases will be at the expense of the officer/sergeant.

A Department approved ballistic vest will be provided by the Borough and the Department policy requiring use of the vest will be adhered to. The equipment list for each officer will be established by the Department. Any changes or modifications to the approved equipment list must be approved by the Chief of Police and/or the Borough.

All officers/sergeants will be provided a Class A uniform for ceremonial purposes, which includes a white uniform shirt, uniform pants, blouse coat, and all approved accessories to include dress leather gear. Officers/sergeants are responsible for maintaining the Class A uniform. No replacements will be provided by the Borough unless approved by the Borough Administration or Council.

## **XXVII. PROBATIONARY OFFICERS**

The parties have agreed that probationary officers are specifically excluded from 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 PBA may file grievances on their behalf in these matters or regarding safety. Probation will be for one (1) year from the officer's date of hire. Nothing in this agreement will be understood to limit or eliminate the officer's right to protections under the Civil Service provisions.

## **XXVIII. FIELD TRAINING OFFICERS**

Officers assigned to the position of Field Training Officer (FTO) will be eligible for two hours of overtime pay when submitting bi-weekly/monthly progress reports for any recruit officer who is in ride-along status or probationary year of full-time officer. These same provisions are assigned to any training of part-time officers also. Any officer designated as a Primary FTO for a recruit officer will be issued a one-time \$300.00 stipend for this task assignment.

**XXIX. MANAGEMENT RIGHTS**

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 judgement, 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.

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 judgement 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.

**XXX. PHYSICAL SCREENING**

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

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

**XXXI. SENIORITY**

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

**XXXII. DEATH BENEFITS**

In the absence of benefits from other sources, the Borough will pay for the health benefits of the surviving spouse and dependent children of an officer/sergeant who dies in the line of duty for a period of twelve (12) months after that death.

Any other pension benefit or death benefit will be addressed through pension ordinance or declaration and or insurance provider.



**XXXIII. DRUG TESTING**

The parties agree to the policy regarding drug testing for officers/sergeants.

**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 provisions 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:

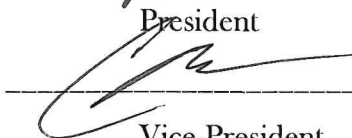
  
Borough Manager

**JENKINTOWN POLICE BENEVOLENT  
ASSOCIATION REPRESENTATIVES**

BY:

  
President

BY:

  
Vice-President