

COLLECTIVE BARGAINING AGREEMENT

Between

THE LOWER SOUTHAMPTON TOWNSHIP BOARD OF
SUPERVISORS

And

THE LOWER SOUTHAMPTON TOWNSHIP POLICE
BENEVOLENT ASSOCIATION

CALENDAR YEARS

2026-2028

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COLLECTIVE BARGAINING AGREEMENT

AN AGREEMENT REACHED BY NEGOTATION BETWEEN THE LOWER SOUTHAMPTON TOWNSHIP BOARD OF SUPERVISORS AND THE LOWER SOUTHAMPTON TOWNSHIP POLICE BENEVOLENT ASSOCIATION, THE REPRESENTATIVE FOR THE POLICE EMPLOYEES FOR THE CALENDAR YEARS 2026, 2027, 2028

THIS AGREEMENT, made by and between the LOWER SOUTHAMPTON TOWNSHIP BOARD OF SUPERVISORS, of 1500 Desire Avenue, Feasterville, Pa. 19053, hereinafter referred to as "TOWNSHIP", of the one part and the LOWER SOUTHAMPTON TOWNSHIP POLICE BENEVOLENT ASSOCIATION, the representative agent for the Police Officers of LOWER SOUTHAMPTON TOWNSHIP hereinafter referred to as "POLICE EMPLOYEE", of the other part

WITNESSETH:

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

Whereas, the Police Officer employees of LOWER SOUTHAMPTON TOWNSHIP, except those in the managerial position consisting of the rank of Police Chief, and Lieutenant have authorized and selected the LOWER SOUTHAMPTON TOWNSHIP Police Benevolent Association to be their representative for collective bargaining purposes; and

Whereas the parties have made certain revisions to the enacted Ordinance in accordance herewith to the Police Employee Pension and Retirement Plan which is in accordance with provisions of the Act of May 29, 1956, P.L. (1955) 1804, Section 1, amended, 53 P.S. Section 767; and

Whereas, the parties have established a framework and structure so as to resolve questions, issues or controversies that may arise out of their Employment Relationship as well as the terms and provisions hereof or of the matter of wages, benefits, and working conditions that form a part hereof.

NOW THEREFORE, in consideration of the mutual covenants, promises and undertaking of the parties hereto, and further, the parties intending to be legally bound hereby under and pursuant to the authorization of the Uniform Written Obligations Act, Act of May 13, 1927, P.L. 985, No. 475m Secs, 1-3, 33 P.S. §§ 6-8, the parties do covenant and agree as follows:

1. **TERM**

This Agreement shall be effective January 1, 2026, through December 31, 2028.

2. **DEFINITIONS**

The following terms and phrases shall be defined to be as follows:

A. **"AGE"** shall mean the number of chronological years attained by the Police Employee at his or her last birth date.

B. **"ANNIVERSARY DATE"** shall mean the January 1 in the calendar year of the commencement of the Police Employee's employment as a police officer for the Township.

C. **"MANAGER"** shall be defined to mean the chief executive officer of Lower Southampton Township classified as Township Manager.

D. **"DEPENDENT"** shall be defined to be any child of a member, whether natural or adopted, including any stepchild residing in such Member's household at the time of his death, and who is considered/listed as a Dependent by the IRS. Any child of a Member conceived prior to such a member's death, and who is considered/listed as a Dependent by the IRS. Any child of a Member conceived prior to such member's death, and thereafter born to the Member's spouse, shall be considered a Dependent from his/her date of birth.

E. **"POLICE CHIEF"** shall be defined to be the rank - of Chief executive officer of the Lower Southampton Township Police Department and the individual who has been duly appointed to that position by the Board of Supervisors.

F. **"POLICE EMPLOYEE"** shall mean a duly appointed and employed police Officer of Lower Southampton Township; excluding the rank of Police Chief and Lieutenant.

G. **"PROBATIONARY PERIOD OF RANK"** shall be defined as: Officer to Corporal/Detective - One (1) Year Corporal/Detective to Sergeant/Detective Sergeant - Six (6) Months.

H. **"PROBATIONARY POLICE EMPLOYEE"** shall mean that individual who has been duly appointed and employed as a police officer of Lower Southampton Township on a full time basis but who has not completed twelve (12) months of continuous service. The twelve (12) months begins at the date the Officer is sworn in by Lower Southampton Township, and begins his duties as a Lower Southampton Township Police

Officer. The probationary period shall not reflect time spent in any Act 120 certification program, a.k.a. Police Academy.

I. **"POLICE OFFICER"** shall mean any male or female police employee of Lower Southampton Township who has not been permanently assigned to a higher rank in the police department.

J. **"SERVICE"** shall mean the aggregate of a Police Employee's total period of employment by the Township as a Police Employee. Included further in computing such time is the time spent by a Police Employee in the Armed Services of the United States of America on active military duty after having been installed as a Police Employee of the Township, if such a person returned to, or hereafter returns to the employment of the Township as a Police Employee within six (6) months from the date of his discharge from active duty in the Armed Forces of the United States.

K. **"RETIREMENT"** shall be defined to include the termination of service of a Police Employee from active service in accordance with the provisions of Article 23 of this Agreement and the pension ordinance adopted in conformity thereto.

L. **"SPOUSE"** shall mean the person of the opposite gender to the Police Employee and who is recognized to have been lawfully joined in marriage to the Police Employee which has not been terminated by divorce or annulment.

M. **"SUPERVISORS"** shall mean the Board of Supervisors of Lower Southampton Township, or their duly elected or appointed successors in office.

N. **"TEMPORARY ASSIGNMENT"** shall mean an impermanent position or assignment of rank.

O. **"TOTAL DISABILITY"** shall be defined to be any condition, or any service connected injury, or any disease, injury or impairment which may qualify the Police Employee for a disability pension under the Federal Social Security Administration program. However, should either the Police Employee fail to apply for such benefits, or if for any reason a determination of eligibility for Federal Social Security Pension and Disability Benefits is not made, the determination as to whether the Police Employee is totally disabled may then be made by the Supervisors. The determination of the Supervisors as to whether the Police Employee or the permanently disabled Police Employee qualifies under the terms hereof so as to receive a disability pension may be reviewed by the Supervisors upon cause shown. Should the Social Security Administration find no permanent or total disability, the Supervisors can regardless determine that a Police Employee is qualified to receive a disability pension if he or she is unable to perform or is incapable of performing the functions and duties of a police officer.

P. **"TOWNSHIP"** shall mean Lower Southampton Township.

Q. **"WORK SHIFT"** shall be defined to be a continuous period of five (5) work days in seven (7) calendar days, or of six (6) work days in two consecutive eight (8) day periods, or of seven (7) 12-hour work days in fourteen (14) calendar days, during which the regular scheduled tour of duty for a squad or a Police Employee is established. See Appendix E (12 Hour Shift Policy).

R. **"VESTING"** shall be defined to permit a pension participant, after meeting certain requirements to retain a right to all or a part of accrued benefits, regardless that a Police Employee may terminate employment prior to superannuation age or service.

3. **OBJECTIVE**

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

4. **MANAGEMENT'S RIGHTS**

Except as may be expressly provided herein, this Agreement is not in derogation of any right of the Township, the Supervisors or the Manager or the Chief of Police to establish appropriate and non-conflicting rules and regulations for the Department of Police and the Police Employees that defines the duties, responsibilities and the job description for each rank so as to operate and manage the affairs of the Department of Police.

The Township does agree to abide by the procedure of the POLICE TENURE ACT, Act of June 15, 1995 1.P.L. 586, §§811-816, in the exercise of its rights to discipline, discharge, promote, hire and assign Police Employees. The Township does agree to meet and discuss with the Benevolent Association in regard to the creation of any new rank positions or in the elimination of such rank positions and in the establishment of procedures for promotion. The exercise of management prerogative by the Township will not contravene the specific provisions of this Agreement.

5. **RESIDENCE REQUIREMENTS**

Within 6 months of appointment, Police Employees shall establish and maintain their principal residence in the Commonwealth of Pennsylvania within a twenty-five (25) mile

radius of the Township building. All Officers must maintain a valid Pennsylvania Driver's License.

6. OUTSIDE EMPLOYMENT

A. An employee of the Lower Southampton Township Police Department may engage in outside employment or be self-employed with the written authorization of the Chief of Police.

B. Outside employment shall not conflict with the duties and responsibilities of the employee or the interests of the police department, nor interfere with or take precedence over the proper performance of any police duties at any time or under any circumstances.

C. Determination of the compatibility of outside employment with the interests of the police department shall be made by the Police Chief or his designated representative.

7. DISCHARGE AND DISCIPLINE

No Police Employee will be subject to discipline, demotion or reduction in rank, discharge, removal or suspension except in strict accordance with rules, regulations, and the policies established by the Township and in its Duty Manual, and otherwise in accordance with the POLICE TENURE ACT, Act of June 15, 1951, P.L. § 2, as amended, 53 P.S., §812. The Township may terminate, discharge or remove for any reason a police officer who is employed on a probationary period. The Township may only reduce to the rank from which a Police Employee was promoted, in the case of a Police Employee who is on a Probationary period of Promotion of Rank.

8. STRIKES OR SLOWDOWNS

The Police Employees agree there shall be no strikes, picketing, slowdowns, or sick-outs, or any other action or inaction taken to impede the operations of or the efficiency of the Department of Police.

9. WAGES OR SALARY

A. The wage increase during the term of this Agreement shall be as follows
(See Appendix A):

1/1/2026	-	4.25%
1/1/2027	-	4.5%
1/1/2028	-	4.5%

B. The base and wage salary shall be increased to reflect the proper salary should be a Police Employee be promoted.

C. The following pay scale shall apply to officers holding a ranked position in the Police Department:

1. Detective/Corporal: For the duration of the contract, 6% above senior patrol rate.
2. Detective Sergeant/Sergeant: For the duration of the contract, 9% above senior patrol rate.
3. The position of Corporal will be eliminated by attritions such that those officers currently serving in the role as Corporal will continue to do so, but no new Corporals will be appointed.

D. Officers assigned to work as Field Training Officer shall receive additional compensation in the amount of \$2,080.00 per recruit upon successful completion of field training.

E. In addition to the wage increases noted previously, the Township will pay for contract year 2026 a one-time One Thousand Dollar (\$1,000.00) signing bonus to officers within thirty (30) days of ratification of this Agreement by both parties hereto. Only officers employed by the Township as of the execution of this Agreement by the last party to do so will receive the bonus referenced in this subsection.

10. LONGEVITY INCREMENT

Each Police Employee shall receive an annual longevity payment from the Township which shall be computed by multiplying the police employee's base annual wage times the following percentage rate for that year of service:

Length of Service Benefit

- 4 through 7 years of service – 1.5% of base salary
- 8 through 11 years of service – 2.0% of base salary
- 12 through 15 years of service – 3.0% of base salary
- 16 through 19 years of service – 3.5% of base salary
- 20 through 23 years of service – 4.5% of base salary
- 24 through 27 years of service – 5.0% of base salary
- 28 through 30 years of service – 5.5% of base salary
- 31 years of service and up – 6.0% of base salary

Longevity payments shall be considered as part of salary in computing retirement and pension benefits. The payment shall be made in one (1) lump sum to the Police Employee in the first pay period following the anniversary of the date of hire each year. The length of service upon which the rate of payment is made will be the Anniversary Date.

11. OVERTIME

A. Time and one-half shall be paid for hours worked in excess of nine (9) hours in a workday for patrol officers, eight (8) hours in a workday for Detective/Detective Sergeant, or in excess of forty (40) hours in a calendar week, provided that established practices providing compensatory time off in lieu of overtime pay may be continued as in the past. Hourly pay is determined by dividing 2080.00 hours into the base salary. Overtime pay shall be paid in one lump sum at the end of each pay period.

1. Overtime Distribution. Overtime will first be offered to the squad on its first day off rather than its second day off. Mandated overtime shifts shall not be considered as overtime worked for overtime distribution eligibility purposes.
2. Compensatory Time. Requests to utilize compensatory time will not be denied for manpower reasons related to retirement, departmental vacancies, disciplinary suspension, sick leave, or IOD absences.

B. A Police Employee called in to work outside his or her previously scheduled hours shall be guaranteed four (4) hours of work at time and one-half of his or her usual rate of pay.

C. Disbursement of overtime see Appendix F.

D. Day Shift Manpower procedures (0700 – 1600) see Appendix E.

E. Kelly Time. Each Officer who is assigned to work the 12-hour schedule will earn 144 hours of Kelly Time in each calendar year.

F. The School Resource Officer shall receive 30-minutes of Kelly Time per day of School Resource Officer duty.

G. Detective on-call pay will be adjusted from 7 to 8 hours per week for the On-Call Detective.

12. VACATIONS

Each Police Employee shall receive and be allowed a paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Benefit</u>
After One (1) year of service	Six (6) work days
After Two (2) years of service	Twelve (12) work days
After Five (5) years of service	Eighteen (18) work days
After Ten (10) years of service	Twenty-five (25) work days
After Seventeen (17) years of service	Thirty (30) work days

When a vacation is taken when a Police Employee is scheduled to work a 48-hour work week, the officer will receive a day's wage (at straight time pay) for the sixth day. All Police Employees who are eligible for more than one work week of vacation, may take 50% of the available vacation time in increments of less than one work week, that is on a per diem basis, provided that there is adequate duty coverage in the Department and provided further that the selection of vacations shall accommodate seniority in the squad which shall determine the basis upon which adequate coverage is available in the event that several officers desire to take advantage of this provision at the same time. In short, eligibility for vacation time shall be based on seniority where conflicting requests are made. The vacation days not used in the calendar year earned may be accumulated and available to be used by the Police Employee by May 31st of the following calendar year.

13. HOLIDAYS

A. A Police Employee will be authorized fourteen (14) paid holidays (14 x 8 = 112 holiday hours) per annum which will be paid based on the per diem rate for that Police Employee in the last pay period of November by separate check. A new Police Employee hired during a calendar year will be paid for one holiday per month of completed service during the year. A Police Employee who starts work prior to the 16th of a month will be credited for that month under this provision.

B. Sworn officers working the Township's official July 4th celebration (parade day or the rain date) who are normally scheduled to work on that day will receive time and one-half pay and also, sworn officers who are called in to work on the July 4th celebration parade duty, whether on July 4th or the rain date, will receive double-time for hours worked on said duty. If an incident occurs during the July 4th celebration (parade day or the rain date), the Chief of Police, or her/his designee may require an officer who was called in for parade duty to continue duty and that officer will be compensated at the same rate up to a maximum of eight (8) hours. After eight (8) hours expire, standard compensation rules will apply.

14. PERSONAL DAYS

A. Each Police Employee shall receive time off for personal emergencies, but limited to the officer's immediate family. (Immediate family is defined as including spouse, children, parents, grandparents and spouse's parents and grandparents, or anyone living in the Police Employee's immediate household). Personal days shall be granted for the following reasons:

1. Death, serious illness, weddings, funerals in the immediate family; births to officers or spouse of the Police Employee;
2. Any unforeseen legal emergency which cannot be deferred until the officer's normal day off;
3. It is understood that these personal days are a benefit and are not required to be made up.

B. Those Police Employees to the maximum of three (3) members who are on the bargaining committee of the Lower Southampton Township Police Benevolent Association, or who as officers thereof are required to attend regularly scheduled meetings with the Township on behalf of the Association will be allowed and shall be excused from their regular police work duties, if necessary, to attend such meetings and functions while on duty without loss of compensation.

C. Those Police Employees required to serve on jury duty in any Court for the Commonwealth or of the United States will be allowed leave with pay to serve as a juror. The Police Employee will remit the juror fee to the Township.

D. Military Leave. The Township will provide up to sixty-four (64) hours of paid military leave per year for officers in connection with military reserve and active duty obligations. Members must provide written documentation confirming their absence and the reason for same. Members may not carry over unused military leave from year to year.

E. Parental Leave. The Township will provide three (3) weeks of paid parental leave to officers following the birth, adoption or foster care placement of a child, in accordance with the Employee Manual and FMLA. If state or federal law requires a longer period of paid parental leave, the Township will match the longer period required by law.

15. CLOTHING ALLOWANCE

A. Each Police Employee will receive an allocation for clothing/uniform allowance as follows:

Uniformed Officers - \$1,000.00

Detectives - \$1,300.00

Special Response Team - \$1,300.00

Officers shall submit receipts supporting clothing allowance expenditures by the twenty-fourth (24th) pay period of the year. If an officer submits receipts totaling less than the clothing allowance noted herein for that year, the difference between the amount of the allowance due to be paid and the documented receipts/expenditures shall be deducted from that officer's clothing allowance for the following year. The uniform will be replaced if damaged in

the line of duty and will include in addition to all outer wear, shoes, leather wear, ammunition, related equipment, pens, pencils and rain gear or foul weather gear.

B. In the event that the Police Department or the Township requires a new style or change in color of the police uniform, the clothing allowance will be augmented by the Township so as to permit each Police Employee with an adequate supply of uniforms and of equipment gear.

C. The cost of body armor is paid for by the Township. The body armor will be replaced upon the expiration of the existing armor.

16. LIFE INSURANCE

A. The Township will establish and maintain a plan of Group Life Insurance Coverage for each Police Employee wherein each Police Employee will be insured in an amount of One Hundred Thousand & 00/100 (\$100,000.00) Dollars face value in the event of death, and, in addition he or she will be provided with a double indemnity loss coverage in the event of accidental death or dismemberment for Seventy-Five Thousand & 00/100 (\$75,000.00) Dollars. The Police Employee will have the right to designate the beneficiary under the policy of life insurance.

B. The Township will further provide under the plan of Group Life Insurance Coverage a death benefit insuring the spouse of the Police Employee in the face amount of Ten Thousand & 00/100 (\$10,000.00) Dollars. The Police Employee shall have the right to designate the beneficiary thereof.

C. The Township will further provide under the plan of Group Insurance Coverage a death benefit insuring the children of the Police Employee under the age of twenty-two (22) years in the face amount of Three Thousand & 00/100 (\$3,000.00) Dollars. The Police Employee shall have the right to designate the beneficiary thereof.

D. A Police Employee who retires or is placed in disability pension after January 1, 1990, shall be provided a life insurance policy in the face amount of Twenty-Five Thousand & 00/100 (\$25,000.00) Dollars insuring the life of the Police Employee for three (3) years from the date of his or her separation from employment.

17. EDUCATION INCENTIVE PAY, POLICE SCHOOL AND TRAINING AND EDUCATION EXPENSES

A. For Police Employee(s) hired prior to January 1, 2013, who has graduated from an accredited institution of higher learning, whether a community college, college or university program after having obtained a degree in any police related program or education course satisfactory to the Chief of Police shall be paid an annual two (2%) per centum increment

to his or her base salary or wage effective from the date of approval by the Chief of Police. The maximum educational incentive is two (2%) per centum of base pay hereunder, regardless of the number of Degrees obtained.

B. Should the Police Employee attend police school or police training classes located with the region where overnight stay is unnecessary, that Police Employee will be paid a stipend in the amount of Fifteen (\$15.00) Dollars per diem. However, if an overnight stay is required, the Township shall pay the room and board incurred in accordance with the established policy of the police department and a stipend in the amount to Thirty (\$30.00) Dollars.

C. All time for school or training not inclusive of mandatory in-service training outside of the regular work schedule will be compensated for at time and one-half of the current hourly rate. All training and schooling where overtime is generated shall be paid and no compensatory time will be affected. However, only the first twenty-four (24) hours of school/training time earned per Officer will be paid annually. All other time earned will be in the form of compensatory time. Training on days off will be compensated at one (1) day's rate, eight (8) hours for Patrol, eight (8) hours for Detectives. In the event that the work schedule reverts to a 9-hour shift, the compensatory time trigger shall be increased from 24 to 27 hours.

D. The Police Employee who is attending school at an accredited institution of higher learning and is pursuing a degree program shall be allowed time off without pay, in order to take mid-semester and final examinations. This Section (D) shall not apply to Police Employees hired after January 1, 1999.

18. COURT TIME

A. **Off Duty:** If a Police Employee is required to attend and does attend a court hearing relating to his or her duties as an officer during time other than his or her regularly scheduled day work shift, the Police Employee shall be paid a minimum of four (4) hours, or the time actually spent in court, whichever time is greater, at time and one-half his or her regular hourly rate. "Court hearing" shall mean any proceeding before the Court of Common Pleas or any administrative agency of the Commonwealth. The officers shall be paid the witness fee and mileage fee as authorized by statute.

B. **On Duty:** An officer who attends a court hearing as part of his or her normal tour of duty shall be paid his or her regular straight-time hourly rate. After the officer is released from court, he or she shall report for duty to complete the scheduled work day in accordance with the policies established by the Chief of Police.

C. **On Call:** If an officer is placed on call for a court appearance which attendance is required by reason of his or her employment during time other than his or her regularly scheduled day work shift, he or she shall be paid One Hundred and Twenty (\$120.00) Dollars per day while on call. If the officer is called to court and does attend the hearing during

his or her scheduled "time off", the officer will be paid as set forth in paragraph (A) and no duplicate payment will be made to the officer. An officer on on-call status shall remain on call until relieved by the Chief or his designee. If the officer is not relieved or is relieved after 12 noon, he or she shall be paid an additional Sixty-Five (\$65.00) Dollars for a total of One Hundred Eighty-Five (\$185.00) Dollars for the day.

D. **District Justice Hearing:** Should the Police Employee be required to attend a hearing before a District Justice during that period of time he or she is "off duty", he or she will be paid an additional one-half (1/2) hour travel time (regardless of the time in fact spent in travel), and he or she will be paid a minimum of three (3) hours, or the time actually spent at the District Court, whichever time is greater, which will be computed at time and one-half (1/2) of the hourly salary of wage rate.

E. **Hearings Outside of the County:** In the event a Police Employee is required to attend any Court or Administrative hearing held outside the County of Bucks, the Police Employee will be reimbursed for actual expenses incurred.

19. **WORKWEEK**

The work week shall consist of the work shifts scheduled in a period of seven (7) consecutive calendar days. Unless it is otherwise mutually agreed upon by the parties, the work week in computing payroll, will unless changed, begin Monday at 12:01 o'clock a.m. and continue through Sunday at midnight. The work week described will be used in computing overtime pay for the Police Employee inter alia.

The Police Department will administer a 12-hour shift schedule in accordance with the 12-Hour Shift Policy that is attached to this Agreement as Appendix E.

Effective January 1, 2026, and for the remainder of this contract, the Department shall schedule two "early cars" for day shift and two "early cars" for night shift under the 12-hour schedule. The hours for early cars shall be 6 to 6. Early-car assignments will be offered by seniority. In January 2023, the Department and the PBA shall meet to review performance of the early-car program. If neither party objects to continuing the program by January 31, 2027, it shall continue and become permanent.

The 12-Hour shift rotation cycle shall be changed from 14 days to 28 days.

20. **TEMPORARY ASSIGNMENT – CHAIN OF COMMAND**

A. Under the established plan of organization or chain of command, the Sergeant is generally in command of a particular squad and is the senior officer. However, in the event that a Corporal, on a temporary basis serves as the Sergeant, or is acting in the rank of a Sergeant, the Corporal shall receive a pay increment equal to the differential between Corporal's

wage and a Sergeant wage; provided, however, that the Corporal serves a minimum of six (6) hours continuous work in the higher classification. Also, under the same established plan of organization or chain of command, if a patrolman on a temporary basis serves as the Senior officer acting, in the rank of Sergeant, the patrolman shall, while serving as acting Sergeant for at least six (6) hours or more, receive a pay increment equal to the differential between the patrolman's wage and the Sergeant's wage.

B. The established plan of organization and chain of command provides that the rank of Lieutenant is in command over the rank of patrolman, Corporal and Sergeant. Should the Lieutenant be absent from duty during hours of time normally assigned to the Lieutenant to work, the senior Sergeant on duty, or other senior patrol officer, if no Sergeant is on duty, shall assume the responsibility and command of the Lieutenant temporarily, and that Sergeant or senior police officer shall receive a pay increment equal to the difference between the base wage or salary rate paid for his or her rank and the Lieutenant's base wage or salary rate for each day he or she serves in that capacity, provided that he or she is engaged and acts in that capacity for a continuous six (6) hour work period.

21. SICK LEAVE

A. This provision for sick leave is made in accordance with the Act of June 28, 1947, P.L. 990, §§ .1-1.1, as amended, 53 P.S. §§ 632-633. Each Police Employee shall receive full pay and benefits for that period he or she is absent due to illness, sickness, injury or temporary incapacity which arises by reason of his or her employment, pursuant to the Heart and Lung Act, Act of June 28, 1935, P.L. 477, §1, as amended, 53 P.S. §637.

B. If a Police Employee is absent from work for a consecutive period of three (3) days or more, he or she shall present a certificate from a doctor or hospital reciting the reason therefore. The presentation of a certificate from a doctor or hospital will establish that the absence was justified. Personnel will be subject to visits and/or telephone calls between 7:00 a.m. and 11:00 p.m. by a supervisory personnel of the police department and/or designee of the Police Chief and/or designee of the Township or Human Resources Director Department.

C. On January 1, 1981, the Township established for each Police Employee then employed a forty (40) day sick leave bank. Effective January 1, 1982, and, on the first day of each calendar year thereafter, the sick leave bank of each Police Employee shall be increased by twelve (12) days. A new Police Employee hired during a calendar year will be credited with one sick day for each month of completed service during the year. A Police Employee who starts work prior to the 16th day of a month will be credited for that month under this provision. Upon the death or the retirement (including disability retirement) of the vested Police Employee, the Township will buy back or redeem as an incentive not to use sick leave, up to 80 hours of sick leave each year at 100% value in the Police Employee's bank up to a maximum of seventy-five (75) days unused sick days for each year of service remaining in the sick day bank at the base wage rate payable to the Police Employee at retirement or death. If an officer sells back her/his

sick leave upon entry into DROP (to be paid prior to first DROP contribution), the sick leave payout will be 40 days at DROP entry and any remaining sick time (up to 35 days) to be paid in the following year.

D. The parties seek to discourage absence due to sickness and promote attendance. The Township does agree to pay an annual incentive to those Police Employees who have sick days remaining at the end of each year for that calendar year. The rate of pay will be based on the Police Employee's base wage rate on base salary of that year. The Township will pay in the following order for the unused days remaining of the twelve (12) work days of annual sick leave allowed.

1. Day 1 through day 10 (80 hours) at one hundred per centum (100%) of the base wage rate.
2. The eleventh (11) and twelfth (12) sick days remaining will be added to this sick bank.

Accordingly, except for the redemption made at retirement, (including disability retirement) or death the total number of days of the unused annual allowance of sick days which the Township will redeem in any calendar year will be ten (10) workdays.

The Police Employee who has accumulated a sick leave bank of seventy-five (75) work days or more must accept the monetary payment schedule set forth above, except that the eleventh and twelfth unused sick days only may be added to the Police Employee's sick leave bank annually without limitation on the total number of days in the account.

E. The payment for unused sick days will be made in the next calendar year as follows:

1. Fifty (50%) in the last pay period in January;
2. Fifty (50%) in the first pay period in March.

F. The Police Employee should elect by January 7 of each year whether to redeem or bank the unused sick days of the previous year, subject to the provisions of this Article.

G. Employees shall be permitted to transfer no more than one (1) sick day per occurrence to another employee.

H. Officers may convert their sick time to money or compensatory time so long as it is used by March 31 of the following year. Sick time converted to compensatory time shall not create overtime.

**22. MEDICAL, HOSPITALIZATION, DENTAL
& PRESCRIPTION INSURANCE COVERAGE**

A. **Insurance Coverage:** The Township will provide and maintain in force medical and hospital insurance coverage, dental insurance coverage and prescription drug coverage, for each Police Employee, his or her spouse or dependent children, including children who are enrolled full time in an accredited learning institution through age twenty-six (26) years.

The health plan for officers will be the PPO Bronze HSA. A summary plan description for the PPO Bronze HSA is attached as Appendix C. The Township will maintain an adequate amount in a Health Reimbursement Account at all times and will monitor the HRA on an ongoing basis to ensure that sufficient funds are available. The Township will provide each Officer a debit card tied to the HRA for use by the Officer. If an Officer attempts to use their debit card and is declined due to insufficient funds, the Township will be required to make full payment of the HRA amount due to the Officer based on the coverage level selected by the Officer into the HRA within 30 calendar days of the Officer's unsuccessful attempt. Any amount remaining in the HRA at the end of the calendar year will revert to the Township.

The only cost borne by Officers will be prescription co-pays after the deductible has been reached. The prescription co-pays paid by Officers after the deductible has been reached will be \$20 for generic, brand and non-formulary.

B. If an employee has a spouse with medical coverage inclusive of the Township's coverage, the Employee may opt to drop coverage for a period of one (1) year and receive a cash amount equal to 40% of the total Township cost of the health insurance premium (medical and dental) for the Employee in lieu of medical insurance coverage, to be paid in monthly installments beginning January 31st and subject to withholding of taxes regardless of the officer's injury status. Opt-out payments will be excluded from pensionable salary and will not be subject to withholding of the officer pension contribution. Officers may roll opt-out payments over into their 457 plans. Officers who are married to another Lower Southampton Township police officer are not eligible for opt-out benefits. The employee must agree to opt out of coverage for one (1) year and must provide proof of insurance coverage to the Township in order to be eligible to receive this benefit.

C. **Cadillac Tax Reopener:** Effective June 30, 2019, if the police health insurance plan is projected to subject the Township to the Cadillac or Excise Tax under the Affordable Care Act, the Township shall have the right to re-open the Agreement solely on the issue of healthcare and the impact of the Cadillac/Excise Tax. If the parties are unable to resolve the reopener negotiations within 60 days, which may be extended by mutual agreement, then the parties shall proceed to expedited arbitration under act 111 limited to the reopener issue.

D. Each officer shall make a bi-weekly contribution toward health insurance premiums in the amount of \$25.00 during the first full pay period following ratification of this

contract, which said \$25.00 per pay period shall continue through December 31, 2027 and each officer shall pay \$35.00 bi-weekly effective with the first full pay in January of 2028.

E. Post Retirement Coverage:

1. The Township will provide and continue in effect on the same basis as provided active Police Employees, the then current medical and prescription coverage, excluding dental, for an employee and covered dependents for five years following the date of retirement of the Police Employee. The Township need not provide duplicate coverage if the Police Employee has other available coverage comparable to that provided by the Township. In the event of the death or disability of a Police Employee, while the Police Employee is an employee of the Township, the Township will continue at its expense the medical, dental and prescription coverage on the same basis as provided active Police Employees, for a period of five (5) years for the Police Employee, his or her spouse and dependent children, unless comparable coverage is otherwise available at no greater cost to the employee. At the end of the period during which eligible officers receive post-retirement medical benefits, they shall be permitted to continue their current level of coverage at the officer's expense. Payment for this healthcare continuation must be received one month in advance or coverage will be terminated.
2. Coverage Period Expanded. For members who retire after January 1, 2017, the 100% coverage period will be expanded from 5 to 6 years. Retirees may also purchase a 7th and 8th year of coverage provided that they pay 100% of the premium associated with that coverage. Members may use accrued vacation, compensatory time, and unused sick time at retirement to be used towards payment of premium. The Township shall be responsible for all costs associated with the deductible and any other plan related costs. Retirees shall not be required to make premium contributions.
3. Coverage Period Expanded. For members who retire after January 1, 2026, the 100% coverage period will be expanded from 8 to 9 years, with a modification, however, that if there is an increase in health care costs to the Township in the 9th year of retirement, the retiree will compensate 25% of the increase in the health care costs from the cost in year 8.
4. Coverage Period Expanded. For members who retire after January 1, 2022, the 100% coverage period will be expanded from 6 to 8

years. The Township shall be responsible for all costs associated with the deductible and any other plan related costs. Retirees shall not be required to make premium contributions.

5. Termination at Age 65. For members who retire after January 1, 2017, the coverage period will terminate and no further Township supported health insurance shall be provided to members upon reaching age of 65 years. For members who retire after January 1, 2017 but before January 1, 2018, the member must enroll in Medicare Parts A, B, D and F, and the Township shall reimburse the member for all premium and out-of-pocket costs associated with Medicare coverage for the remainder of the coverage period, to match the level of coverage provided to active members, with the exception that the prescription drug co-pay will be \$20. Additionally, the Township's reimbursement of retiree costs in years 7 and 8 will reduce from 100% to 50%.

F. **Dental Coverage.** The dental plan will be Principal Plan Dental PPO. A summary plan description for Principal Plan Dental PPO and a related cost schedule are attached as Appendix D. All dental plan deductibles paid by Officers will continue to be reimbursed by the Township upon proof of payment by the Officer.

The in-and out-of-network calendar year maximum is \$2,500. For in-network claims, until the Officer has reached the \$2,500 calendar year maximum, there will be no cost to the Officer. After the Officer has exhausted the \$2,500 calendar year maximum, the Officer will be responsible for any additional costs and services incurred. The in-network provider may charge no more than the amounts shown in the attached payment schedule, even after the Officer has exhausted the \$2,500 calendar year maximum.

For out-of-network claims, until the Officer has reached the \$2,500 calendar year maximum, the Officer will pay only the difference between the amounts shown in the attached schedule and the amount charged by the out-of-network provider. After the Officer has exhausted the \$2,500 calendar year maximum, the Officer will be responsible for any additional costs and services incurred.

For orthodontia, there will be (1) no deductible for in-or out-of-network claims and (2) a \$4,000 per child in-and out-of-network lifetime maximum.

23. POLICE EMPLOYEE PENSION AND RETIREMENT PLAN

A. **Normal Retirement:** A police officer may retire upon reaching 51 years of age with 25 years of service.

Effective January 1, 1994, a service increment of \$100.00 per month shall be provided to Police Employees who retire and have rendered 26 years of service. Effective January 1, 2009, a service increment of \$50.00 per month shall be provided to Police Employees who retire and have 27 or more years of service up to a maximum of 30 years of service.

B. Pension Benefit: The normal pension benefit shall be one-half of the officer's average monthly earnings during the 36 months worked immediately preceding the date of retirement, which shall include overtime pay, longevity increments and sick leave redemption payments. Officers hired after January 1, 1990, shall have sick leave redemption payments excluded from the calculation of their final average salary. Officers hired on or after December 31, 2001, shall have all lump sum payments for unused sick, vacation and personal time excluded from the officer's pension calculation. The pension benefits shall be calculated without regard to the individual's eligibility for social security benefits and there shall be no social security offset.

10% COLA 1% per Annum – Active employees in service from 1/1/2005 commencing 1/1/2008

12% COLA 1% per Annum – Active employees in service from 1/1/2022

C. Disability Retirement: The Township shall continue to provide disability retirement benefits as set forth in the Township police pension ordinance. Non-service connected disability benefits are eliminated as a pension benefit effective January 1, 1999.

Any Police Employee who qualifies for and receives a service connected disability pension shall have the workers' compensation payments that he or she is eligible to receive for the same service related injury reduced by the amount of the monthly pension payment. In the event the Police Employee has already received the workers' compensation payments, then the monthly pension payments shall be reduced by the amount of workers' compensation received.

A disability retirement payment is limited to fifty percent (50%) of the eligible pension as required by Act 600 and in furtherance of direction from the Pennsylvania Auditor General.

D. Survivors' Benefits: Seventy-five percent (75%) of the monthly pension the Police Employee was receiving or would have been receiving had he or she been retired at the time of his or her death, shall be paid to the Police Employee's survivors pursuant to "Act 30 of 2002".

1. To the Police Employee's surviving spouse until he or she dies.
2. In the event there is no surviving spouse or he or she survives and subsequently dies, then to the Police Employee's child or children

under the age of eighteen years, or if attending college, under or attaining the age of twenty-three years.

3. Pension for the families of members killed in service shall be calculated at one hundred per centum of the member's salary at the time of death.
4. Effective January 1, 2013, Killed in Service (K.I.S.) benefits shall be provided in accordance with Act 51 of 2009.

E. **Vested Benefit:** A Police Employee who after 12 years of continuous service, but before reaching normal retirement age and 25 years of service, for any reason ceases to be employed as a police officer, may choose to vest his or her pension benefit by giving written notice to the Township within 90 days of his or her termination. In the event the Police Employee chooses to vest his or her pension benefits, he or she shall be paid upon reaching the date of what would have been normal retirement age with 25 years of service a partial pension benefit based on the percentage of his or her years of service to the years he or she would have worked in order to reach normal retirement. The monthly pension benefit shall be based upon the officer's final average salary over the last 36 months of employment, as computed in paragraph B.

E1. Early Retirement. An Act 24 early retirement benefit shall be provided to a Police Employee with 20 or more years of continuous service who terminates employment prior to the completion of normal retirement age and service requirements and who files a written application for an early retirement benefit with the Township. The early retirement benefit shall become effective as of the first day of the month coincident with or next following the date the application is filed with the Township or the date designated on the application, whichever is later, and shall be the actuarial equivalent of the vested benefit calculated in accordance with Article 23 E above. The actuarial equivalent of the vested benefit shall be determined by actuarially reducing the vested 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 normal retirement age and service requirements.

F. **Pension Contributions:** All employees shall contribute to the Police Pension Plan up to five percent (5%) in accordance with Act 600, 53 P.S. §767. The plan actuary shall review the plan each year to determine if some lesser amount is necessary to maintain actuarial soundness. Should the plan actuary determine that a lesser amount of employee contributions is necessary to maintain actuarial soundness, then employee contributions, reduced to zero (0) shall be directed by the Township Board of Supervisors on an annual basis.

G. **Refund of Contributions:** If upon termination of employment, an officer chooses not to vest, or terminates before completing 12 years of continuous service, his or her contributions to the pension fund shall be refunded to him or her at an interest rate of four percent (4%).

H. **Deferred Retirement Option Plan (DROP):** The Township and the Association agree to formulate a DROP. If limitations exist that prevent the parties from administering a DROP program, those limitations shall be set forth in writing and, upon bridging those limitations, the plan shall be implemented. The parties acknowledge that any DROP administered must be determined by the Plan Actuary to be cost neutral.

If the DROP program is held invalid or unenforceable by a court of competent jurisdiction or by an agency of the Commonwealth of Pennsylvania, including, but not limited to the Department of Auditor General, the DROP Program shall be removed from the parties' Collective Bargaining Agreement. The parties' Agreement shall be deemed to be amended to delete or modify, if necessary, the offending provision, and the remainder of the parties' Agreement shall remain valid and enforceable. In the event that the DROP Program is held invalid, the Police Benevolent Association shall have the right to re-open this contract to bargain in accordance with Act 111 over the impact of the deemed deleted portion of this benefit. It is expressly understood that this limited re-opener shall not include bargaining over a replacement program.

Effective January 1, 2009, current DROP Program is extended to five years (60 months) and is covered under § 1 – 713 of the Lower Southampton Township Code (Ord. 464, 12/8/1999; as added by Ord. 481, 9/25/2002).

Officers who incur a disability during the DROP period may be separated from service after 14 months of continued absence or their DROP expiration date, whichever is sooner. Officers cannot be on temporary disability more than a total of 24 months during their 5-year DROP period.

I. **Minimum Benefit:** The minimum benefit under this Article shall be as prescribed under Act 600.

J. **Early Retirement Buyouts:** The Township may seek buyouts of senior employees (defined as having 5 or more full years of service), according to a service schedule developed by the Township, with the understanding that the Township is not obligated to seek buyouts, but if it chooses to, it shall be in compliance with the provisions of this subsection. The PBA shall have the opportunity to review the Township's proposal to evaluate its fairness.

24. NON-SERVICE CONNECTED DISABILITY BENEFITS

A. The Township shall provide a policy of short term non-service connected disability insurance for each employee, which shall provide a benefit of not less than sixty-six and two-thirds percent (66 2/3%) of the employee's pre-injury wages for a period of not less than one (1) year. Said policy shall be effective on the first (1st) day of any disability arising from injury, and the seventh (7th) day arising from illness. When the benefit hereunder commences, sick leave

shall not be deducted from an employee. It is understood that the Police Employee will not receive both sick leave pay and payment of a benefit under this Section in order to avoid an issue of double dipping. The choice of whether or receive sick leave payments or benefits under this policy shall remain with the Police Employee.

B. The Township shall provide a policy of long term, non-service connected disability insurance for each employee, which policy shall provide a benefit of not less than sixty-six and two-thirds (66 2/3%) of the employee's pre-injury wages for a period of not less than five (5) years. Said policy shall be effective on the first (1st) day following the expiration of the policy referred to in subparagraph (A). When the benefit hereunder commences, sick leave shall not be deducted from an employee. It is understood that the Police Employee will not receive both sick leave pay and a payment of a benefit under this Section in order to avoid an issue of double dipping. The choice of whether to receive sick leave payments or benefits under this policy shall remain with the Police Employee.

C. Employees shall complete all required application, submit to all necessary examinations and supply all required information when seeking benefits under either the short term or long term policies identified herein.

D. In addition to the foregoing, and independent of any benefit provided by any other means, any employee, who suffers a non-service related injury, and by reason of that injury is permanently unable to perform the duties of a Lower Southampton Police Officer, shall be subject to honorable discharge from employment. Immediately following honorable discharge, said employee shall be considered a retired employee as that term is contemplated by the Collective Bargaining Agreement, with entitlement to all contractual benefits of the Collective Bargaining Agreement accruing to a retired employee.

E. Should such discharge occur prior to eligibility for superannuation pension benefits, said employee shall be entitled to a monthly benefit in the amount of fifty percent (50%) of final average salary, as that term is defined by the Lower Southampton Police Pension Plan for so long as the disability continues or the employee dies, or the time that the employee would have become eligible for superannuation pension, whichever occurs first.

1. In the case of the employee's death prior to the date he or she would have been deemed eligible for superannuation pension benefit, the employee's surviving spouse shall be entitled to a monthly benefit in the amount of one-half (1/2) the benefit received by the employee at the time of their death, until such time as the surviving spouse dies or remarries. Should the surviving spouse die or remarry, said benefit shall be paid to any surviving children of the employee until the age of eighteen (18).

2. Should the employee survive until the date he or she would have been eligible for a superannuation pension, the benefit referred to in this section shall terminate, and the employee shall be granted a normal retirement pension in the amount of fifty percent (50%) of final average salary from the Police Pension Plan. Survivor's benefits shall be in accordance with the Police Pension Plan.
 3. Employees shall be subject to physical examination by the Township every two years following a grant of benefits under this Section. Should such examination demonstrate that the employee is no longer permanently disabled from performing the duties of a Lower Southampton police officer prior to the date that the employee would have reached superannuation age and service requirements, said employee shall be reinstated to the position without loss of seniority, and the benefit identified herein shall be terminated.
- F. The Township may fund for such benefit through a policy or policies of insurance, or any other manner within its discretion. No matter what the funding mechanism, the rights, duties, and responsibilities of the Township and employee shall be governed solely by the terms of this provision, and not by any other source. Any benefit resulting from the funding of this provision in excess of fifty percent (50%) of the final average salary shall be returned to the Township. All issues as to entitlement to benefits, calculation of benefits, termination of benefits, and honorable discharge from the service shall be subject to the grievance and arbitration provisions of this Agreement, the result of which will be controlling upon the parties.

25. FALSE ARREST INDEMNITY

The Township shall provide at its sole expense full legal representation to all Police Employees, retired or active, whether civil or criminal which arise out of the course of Police Employee's employment, function or duties. The Township will hold the Police Employee harmless as a result thereof except when such results in a criminal conviction. If the Police Employee is convicted or pleads guilty to a criminal offense, the Police Employee shall be responsible to reimburse the Township for the cost of the criminal prosecution.

26. PRESENT TERMS AND CONDITIONS OF EMPLOYMENT

Those terms and conditions of employment presently in force and effect, which are not a variance with the terms of this Agreement, are unaffected by this Agreement and shall continue in force and effect through calendar year 2028.

27. **GRIEVANCE AND ARBITRATION PROCEDURE**

The Police Employees shall select a three (3) person grievance committee, and any problems relating to the working condition of the Department shall first be presented to the grievance committee. If the grievance committee finds such problem to be meritorious, the grievance committee shall present the problem to the proper person in the chain of command, to wit: if a problem related to a patrolman, it shall first be presented to the Sergeant, and if not resolved then to the Lieutenant, and if not resolved then to the Chief. The following procedures will be followed:

A. Should any grievance arise as to the interpretation or alleged violation of this Agreement, the officer or officers affected or the Association shall process the grievance in accordance as follows.

Step 1: All grievances must be reduced to writing. The officer or the Association shall submit the written grievances to the Chief of Police within fifteen (15) days of its occurrence. The Chief shall have twenty (20) days to respond to the grievance in writing. If no satisfactory settlement is reached within twenty (20) days after presentation of the grievance to the Chief, the officer or the Association may appeal to Step 2.

Step 2: The grievance shall be presented within fifteen (15) days of the Step 1 answer to the Township Manager. The Manager shall have twenty (20) days to respond in writing to the grievance. If no satisfactory settlement is reached within twenty (20) days after presentation of the grievance to the Manager, the officer or the Association may appeal to Step 3.

Step 3: The grievance shall be presented to the Township's Board of Supervisors, or its designee, within fifteen (15) days within which to respond to the grievance in writing if no satisfactory settlement is reached after presentation of the grievance to the Board of Supervisors or its designee, the Association may appeal the matter by giving written notice to the Township and the American Arbitration Association within 30 days of the Board of Supervisors or its designee. The arbitration shall proceed in accordance with the current labor arbitration rules of the American Arbitration Association.

Step 4: The arbitrator will make his/her findings and render the decision to resolve the disagreement. The arbitrator shall not have jurisdiction to add to, modify, vary, change or remove any terms of this Agreement or to determine that any provision of this Agreement establishes an implied limitation upon the Township which is not herein specifically set forth.

The decision of the arbitrator shall be final and binding upon the Township, the Association and the officers covered by this Agreement.

The expenses of the arbitration and the arbitrator's fee shall be borne equally by the parties. Each party shall be responsible for the fees and costs associated with the preparation of its own case.

B. **Retroactively:** Awards or settlements of grievances shall in no event be made retroactive beyond the date on which the grievance was first presented in Step 1 of the grievance procedure.

C. **Time Limits:** Any grievance shall be considered as settled on the basis of the last answer of the Township if not appealed to the next step or to arbitration within the time limits set forth. Time is of the essence.

Saturdays, Sundays and holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure. The time limits may be extended by written mutual agreement of the parties.

D. **Discipline:** Disciplinary issues may be resolved, either through this procedure or under the Police Tenure Act, but not both. An officer who submits a disciplinary issue to the grievance and arbitration procedure specifically waives his right to a remedy under the Police Tenure Act, and an officer who submits a disciplinary issue under the Police Tenure Act waives his or her right to use the grievance and arbitration procedure. The officer must make this election within fifteen (15) days of notice of the discipline.

E. **Effective Date:** This grievance procedure shall apply to any grievance matter arising on or after November 15, 1993.

28. SHIFT DIFFERENTIAL

A. Each Police Employee shall receive the sum of Ten & 00/100 (\$10.00) Dollars per pay period above their base wage or hourly salary.

B. Effective July 1, 2013, the shift differential shall be eliminated. The \$260.00 each officer received annually will be added to each officer's base salary.

29. AMMUNITION AND WEAPON QUALIFICATION

The Township does agree to provide each Police Employee with factory new ammunition for weapons used by the Police Employee. The Township agrees that the ammunition supplied by it will allow the Police Employee to qualify for one on-duty weapon and up to two (2) types of off-duty weapons or caliber of weapons. The Township will be responsible to provide up to three hundred (300) rounds of ammunition per weapon or caliber of weapon for qualification purposes only. However, in no event will the Township be liable to supply the Police Employee with more than six hundred (600) rounds of ammunition annually.

The police Employee will use his or her standard weapon when on duty. If a weapon is carried by the Police Employee off duty, it will be one for which he or she has been qualified.

30. MISCELLANEOUS

A. The Association agrees to acknowledge the panel of workers compensation doctors selected by the Township. A copy of that panel of doctors shall be attached as an Appendix to this Agreement and shall also be distributed to all Association members as soon as possible.

B. The Township and Association agree to the list of essential duties of a police officer as listed under Appendix B (revised and attached). These requirements are for the purpose of the employee's physician to evaluate when an injured employee may return to duty.

C. A random/for-cause/post-accident drug and alcohol policy shall be established after further discussions with the Association.

D. Body Cameras: Officer body camera recordings may be utilized in any disciplinary investigations or actions against any officer, except that no discipline may result from conduct discovered during a semiannual supervisory review/audits of body camera footage. Under circumstances where performance issues are discovered as part of semiannual reviews/audits, same will be addressed via training or non-disciplinary counseling.

E. Cell Phones: Personal cell phones of officers are not to be used for Township business, except, however, if for some reason an officer uses her/his personal cell phone, the officer must submit electronically to the Township, photos or other evidence on her/his phone.

during the incident. The Township will not be permitted to access an officer's personal cell phone absent a warrant or with the consent of the officer.

F. Artificial Intelligence: The Township will not use any artificial intelligence systems and/or algorithms to monitor, predict, or evaluate the performance of police officers.

G. K9 Partners: The Township will pay all health care expenses for active K9 partners and shall reimburse health care expenses for retired K9 partners that are "adopted" and/or permanently cared for by a police officer, which said reimbursement for retired K9 partners shall be limited to \$500.00 per year. In addition, K9 officers shall be compensated at the rate of 3 hours of straight time per week totaling 156 hours per year as an accommodation and/or recognition of the time for taking care of K9 partners, except, however, that the number of hours per year cannot be carried over from year to year.

H. Drug Testing: The Township and the Association agree to implement an updated drug policy, the content of which shall be agreed upon by the Township and the Association.

I. Promotions Committee: The Association and the Township agree that they will establish a joint committee to discuss mutually acceptable improvements to Appendix G and the promotional processes.

J. Past Practices: By December 31, 2026, the parties will establish a joint committee to identify and append to this contract, a non-exhaustive list of past practices and MOU's. Disputes that may arise over asserted past practices not included on the committee's list will be submitted to Arbitrator, Timothy Brown, for a final and binding resolution as to whether or not the alleged past practice originated from the Association and/or the Township.

K. Confidentiality and Family Safety: The Township shall not release the identifies of any officer involved in a shooting or other use of force if no criminal charges have been filed against the officer, absent the consent of the officer.

(Remainder of page intentionally left blank; signature page to follow.)

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals
this _____ day of _____, A.D. 2026.

**LOWER SOUTHAMPTON TOWNSHIP
BOARD OF SUPERVISORS**

Approved:

By: _____

SOLICITOR

By: _____

By: _____

By: _____

TOWNSHIP MANAGER

By: _____

**LOWER SOUTHAMPTON TOWNSHIP
POLICE BENEVOLENT ASSOCIATION**

ATTORNEY

APPENDIX A

Addendum Pay Scale	3.5	4.25	4.5	4.5
	2025	2026	2027	2028
Senior Patrol	126,147.44	131,508.71	137,426.60	143,610.80
Corp/Detective	133,725.32	139,408.65	145,682.04	152,237.73
Detective Sgt./Sgt.	137,620.22	143,469.08	149,925.19	156,671.82

	3.5	4.25	4.5	4.5
	2025	2026	2027	2028
Non Senior Patrol				
0 – 12 Months	61,433.92	64,044.86	66,926.88	69,938.59
13 – 24 Months	74,376.65	77,537.66	81,026.85	84,673.06
25 – 36 Months	87,319.33	91,030.40	95,126.77	99,407.47
37 – 48 Months	100,262.03	104,523.17	109,226.71	114,141.91
49 – 60 Months	113,204.73	118,015.93	123,326.65	128,876.35

ESSENTIAL DUTIES OF A MUNICIPAL POLICE OFFICER*

1. Running in retreat mode or pursuing an offender in a foot chase**;
2. Climbing over obstacles;
3. Crawling;
4. Pulling or carrying accident, fire or crime victims;
5. Using physical force to apprehend and subdue arrestees;
6. Withstanding prolonged exposure, as long as eight hours, to extreme weather conditions;
7. Withstanding prolonged periods of standing and sitting;
8. Withstanding frequent exposure to stress-producing situations such as encountering persons injured or killed by accidents, crimes or suicide;
9. Dealing with domestic disputes;
10. Dealing with verbal and physical abuse of the officer, including taunts, insults, and threats to the officer, family members, or fellow police officers;
11. Communicate effectively with individuals suffering from trauma;
12. Operate a motor vehicle for long periods of time;
13. Use a firearm effectively; and
14. Fill out written reports in a clear and concise manner.

*Excerpted from *The Model Hiring Manual for Pennsylvania Municipalities*, Commonwealth of Pennsylvania, Department of Community & Economic Development, Center for Local Government Services at p. 58 (4th ed. 2003).

**Updated per CBA 2005-2008, article 30, B

APPENDIX C



Medical Benefit Highlights

Personal Choice PPO Bronze HSA-0 \$5,600/50%

Covered Services	Your Costs (You pay)	
	In-Network	Out-of-Network
Benefits per Contract Year		
Deductible (Aggregate) ¹ Individual/Family	\$5,600/\$11,200	\$10,000/\$20,000
Out-of-Pocket Maximum (Embedded) ² Individual/Family	\$8,300/\$16,600	\$20,000/\$40,000
Coinsurance	50%	50%
Preventive Services		
Preventive Care	In-Network No charge no deductible	Out-of-Network 50% no deductible
Preventive Colonoscopy	In-Network No charge no deductible	Out-of-Network Not covered
Preventive Plus Providers	In-Network \$750 no deductible	Out-of-Network 50% no deductible
Hospital Based		
Physician Services		
Primary Care Physician (PCP)	In-Network	Out-of-Network
Office Visit	50% after deductible	50% after deductible
Telemedicine Visit	50% after deductible	50% after deductible
Specialist		
Office Visit	50% after deductible	50% after deductible
Telemedicine Visit	50% after deductible	50% after deductible
Retail Health Clinic Visit	50% after deductible	50% after deductible
Urgent Care Visit	50% after deductible	50% after deductible
Virtual Care³		
Telemedicine	In-Network No charge after deductible	Out-of-Network Not covered
Teledermatology	In-Network No charge after deductible	Out-of-Network Not covered
Telebehavioral Health	In-Network No charge after deductible	Out-of-Network Not covered
Therapy Services		
Physical Therapy (30 visits/year) ⁴	In-Network	Out-of-Network
Freestanding	50% after deductible	50% after deductible
Hospital Based	50% after deductible	50% after deductible
Occupational Therapy (30 visits/year) ⁴		
Freestanding	50% after deductible	50% after deductible
Hospital Based	50% after deductible	50% after deductible
Speech Therapy (30 visits/year) ⁵	50% after deductible	50% after deductible

Emergency Services

Emergency Room
Emergency Ambulance
Non-Emergency Ambulance

Hospital Services

Inpatient Hospital Services (In-Network: 365 days/year; Out-of-Network: 70 days/year)⁶
Maternity Hospital Services⁶
Inpatient Professional Services (includes Maternity)

Outpatient Surgery

Freestanding
Hospital Based
Outpatient Professional Services

Outpatient Diagnostics

Diagnostic Medical (EKG)
Routine Radiology (X-Ray)
Freestanding
Hospital Based
Advanced Imaging (MRI/MRA, CT/CTA Scan, PET Scan)
Freestanding
Hospital Based

Outpatient Lab and Pathology

Freestanding
Hospital Based

Other Medical Services

Spinal Manipulations (20 visits/year)⁵
Acupuncture (18 visits/year)⁵
Standard Injectables
Allergy Injections
Biotech/Specialty Injectables
Home/Office
Outpatient
Chemotherapy
Dialysis
Skilled Nursing Facility (120 days/year)⁵

In-Network

50% after deductible
50% after deductible
50% after deductible

In-Network

50% after deductible

50% after deductible
50% after deductible

In-Network

50% after deductible
50% after deductible
50% after deductible

In-Network

50% after deductible

50% after deductible
50% after deductible

50% after deductible
50% after deductible

In-Network

50% after deductible
50% after deductible

In-Network

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50% after deductible

Out-of-Network

Covered at In-Network level
Covered at In-Network level
50% after deductible

Out-of-Network

50% after deductible

50% after deductible
50% after deductible

Out-of-Network

50% after deductible
50% after deductible
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Out-of-Network

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Out-of-Network

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50% after deductible
50% after deductible
50% after deductible
50% after deductible

Home Health (60 visits/year) ⁵	50% after deductible	50% after deductible
Hospice	50% after deductible	50% after deductible
Durable Medical Equipment (DME)	50% after deductible	50% after deductible
Mental Health – Outpatient (includes serious mental illness and substance abuse)		
Office Visit	50% after deductible	50% after deductible
All Other Services	50% after deductible	50% after deductible
Mental Health – Inpatient (includes serious mental illness and substance abuse) ⁶	50% after deductible	50% after deductible

- 1 Aggregate deductible: For family coverage, the entire family deductible must be met before copayments or coinsurance are applied for an individual member.
- 2 Embedded out-of-pocket maximum: Each covered family member only needs to satisfy his or her individual out-of-pocket maximum, not the entire family out-of-pocket maximum.
- 3 Telemedicine is provided by a designated telemedicine provider, please visit www.ibx.com/findcarenow.
- 4 Physical Therapy and Occupational Therapy combined visit limit in and out-of-network.
- 5 Combined in and out-of-network.
- 6 Inpatient hospital out-of-network day limit combined for all inpatient medical, maternity, mental health, serious mental illness, and substance abuse services.

Personal Choice®, our popular Preferred Provider Organization (PPO), gives you freedom of choice by allowing you to choose your own doctors and hospitals. You can maximize your coverage by accessing your care through Personal Choice's network of hospitals, doctors, and specialists, or by accessing care through preferred providers that participate in the BlueCard® PPO program. Of course, with Personal Choice, you have the freedom to select providers who do not participate in the Personal Choice network or BlueCard PPO program. However, if you receive services from out-of-network providers, you will have higher out-of-pocket costs and may have to submit your claim for reimbursement.

This summary represents only a partial listing of benefits and exclusions of the Medical Program described in this summary. If your employer purchases another program, the benefits and exclusions may differ. Also, benefits and exclusions may be further defined by medical policy. As a result, this managed care plan may not cover all of your health care expenses. Read your contract/member benefit booklet carefully for a complete listing of terms, limitations, and exclusions of the program. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.ibx.com/SGIACBooklet or call 1-800-ASK-BLUE (TTY: 711).

Benefits may be changed by Independence Blue Cross to comply with applicable federal/state laws and regulations.

Certain services require preapproval/precertification by the health plan prior to being performed. To obtain a list of services that require authorization, please log on to <http://www.ibx.com/preapproval> or call the phone number that is listed on the back of your identification card.

Benefits underwritten or administered by Independence Assurance Company, a subsidiary of Independence Blue Cross - Independent licensees of the Blue Cross and Blue Shield Association. www.ibx.com



Drug Benefit Highlights

Personal Choice PPO Bronze HSA-0

Covered Services		Your Costs (You pay)	
Benefits per Contract Year		In-Network	Out-of-Network
Deductible		Medical deductible applies.	Medical deductible applies.
Out-of-Pocket Maximum		Combined with Medical	Combined with Medical
Formulary ¹		Value	
Dispense as Written (DAW) Provision ²		Mandatory Generic	
Retail Pharmacy		In-Network	Out-of-Network
Tier 1 Low-Cost Generic Drugs		\$7 after deductible	50% Reimbursement after deductible
Tier 2 Generic Drugs		\$30 after deductible	50% Reimbursement after deductible
Tier 3 Preferred Brand Drugs		\$100 after deductible	50% Reimbursement after deductible
Tier 4 Non-Preferred Drugs		\$175 after deductible	50% Reimbursement after deductible
Tier 5 Self-Administered Specialty Drugs		50% after deductible	Not covered
Dispensing Limits ^{3,4}		30 day supply max	30 day supply max
Mail Order Pharmacy		In-Network	Out-of-Network
Available for maintenance drugs			
Tier 1 Low-Cost Generic Drugs		\$14 after deductible	Not covered
Tier 2 Generic Drugs		\$60 after deductible	Not covered
Tier 3 Preferred Brand Drugs		\$200 after deductible	Not covered
Tier 4 Non-Preferred Drugs		\$350 after deductible	Not covered
Tier 5 Self-Administered Specialty Drugs		Not covered	Not covered
Dispensing Limits		90 day supply max	Not covered
Drug Coverage		In-Network	Out-of-Network
ACA Preventive Drugs		Covered	Covered
Compound Medications		Covered	Covered
Contraceptives		Covered	Covered
Diabetic Supplies (i.e., test strips)		Covered	Covered
Glucometers		Covered	Covered
Insulin		Covered	Covered
Insulin Needles and Syringes		Covered	Covered
Lancets		Covered	Covered
Prescribed Tobacco Cessation Drugs (RX and OTC)		Covered	Covered
Allergy Serum		Not covered	Not covered
Blood, Blood Plasma		Not covered	Not covered

Reference ID: 1005831001012025

Drugs used for Cosmetic Purposes	Not covered	Not covered
Injectable Fertility Drugs	Not covered	Not covered
Investigational/Experimental Drugs	Not covered	Not covered
Non-Federal Legend Drugs	Not covered	Not covered
Over-The-Counter Drugs (Non-Prescription)	Not covered	Not covered
Weight Control Drugs	Not covered	Not covered

- 1 Benefits will be provided for Covered Drugs and medicines appearing on the Drug Formulary. To check the formulary status of a drug or view a copy of the most recent formulary, log onto www.ibx.com.
- 2 When a prescription drug is not available in a generic form, benefits will be provided for the brand drug and you will be responsible for the member cost sharing for a brand drug. When a prescription drug is available in a generic form, benefits will be provided for that drug at the generic drug level only. If you purchase a brand drug, you will be responsible for paying the dispensing pharmacy the difference between the negotiated discount price for the generic drug and the brand drug plus the appropriate member cost sharing for a brand drug.
- 3 Maintenance medications may also be available for up to a 90-day supply at participating Act 207 Retail pharmacies for the same mail order member cost sharing as indicated above.
- 4 Mail order cost-sharing for 1-30 day supplies is equal to the in-network retail cost-sharing. Up to a 90-day supply of drugs to treat chronic conditions also available at Rite Aid.

This summary represents only a partial listing of benefits and exclusions of the Prescription Drug Program described in this summary. If your employer purchases another program, the benefits and exclusions may differ. Also, benefits and exclusions may be further defined by pharmacy policy. As a result, this program may not cover all of your health care expenses. Read your contract/member benefit booklet carefully for a complete listing of terms, limitations, and exclusions of the program. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.ibx.com/SGIACBooklet or call 1-800-ASK-BLUE (TTY: 711).

Benefits may be changed by Independence Blue Cross to comply with applicable federal/state laws and regulations.

Certain designated preventative medications will not be subject to any cost-sharing or deductibles, but will be subject to the terms and conditions of your benefits contract. Refer to your summary of benefits, member handbook, and/or benefit booklet to determine if your plan includes 100 percent coverage for in-network preventive services.

Any prescription refilled in excess of the number of refills specified by the physician, or any refill dispensed after one year from the physician's original order are not covered. Devices or supplies except those specifically listed under covered drugs are not covered.

The network required for this plan is the Preferred Pharmacy Network. The Preferred Pharmacy Network is a subset of the national retail pharmacy network, including most major chains and local pharmacies except Walgreens. Out-of-Network benefits apply to prescriptions filled at Non-Preferred pharmacies and you must pay the full retail price for your prescription then file a paper claim for reimbursement.

Benefits underwritten or administered by Independence Assurance Company, a subsidiary of Independence Blue Cross - Independent licensees of the Blue Cross and Blue Shield Association. www.ibx.com

Vision Benefit Highlights

Pediatric/Adult Vision SML PPO HSA/HRA w/o Med Ded

PEDIATRIC BENEFITS

Covered Services (Calendar Year)	Your Costs (You pay)	
	In-Network	Out-of-Network
Exam		
Routine Eye Exam at Davis Participating Providers (1 exam/year)	No charge	Not covered
Retinal Imaging	\$39	Not covered
Lenses (1 pair/year)		
Single Vision Lenses	No charge	Not covered
Bifocal Lenses	No charge	Not covered
Trifocal Lenses	No charge	Not covered
Lenticular Lenses	No charge	Not covered
Lens Options		
Progressive Lenses - Standard/Premium/Ultra/Ultimate	\$50/\$90/\$140/\$175	Not covered
Polycarbonate Lenses - Single/Multifocal ¹	No charge	Not covered
Digital/Intermediate Lenses	\$30	Not covered
Photochromic Lenses - Single/Multifocal	No charge	Not covered
Photosensitive Lenses - Single/Multifocal	\$65	Not covered
High-Index 1.67 / High-Index 1.74 Lenses	\$55/\$60	Not covered
Blue Light Lenses	\$15	Not covered
Polarized Lenses	\$75	Not covered
Lens Coatings		
Tinted Plastic Lenses	No charge	Not covered
UV-Coated Lenses	No charge	Not covered
Scratch-Resistant Lenses - Single/Multifocal	No charge	Not covered
Scratch-Protection Plan - Single/Multifocal	\$20/\$40	Not covered
Anti-Reflective Coating - Standard/Premium/Ultra/Ultimate	\$35/\$48/\$60/\$85	Not covered
Frames (1 pair/year)		
Collection Fashion Frames	No charge	Not covered
Collection Designer Frames	No charge	Not covered
Collection Premier Frames	No charge	Not covered
Non-Collection Frames	Up to \$150 Allowance	Not covered
Additional Visionworks Frames Option	Up to \$150 Allowance (plus a 20% discount on overage) ²	Not covered

Independence

Contact Lenses (in lieu of glasses) (1 pair/year)	In-Network	Out-of-Network
Collection Contact Lenses Evaluation, Fitting & Follow-Up Care	No charge	Not covered
Collection Contact Lenses	Disposable Boxes/ Multipacks: 4 per year Planned Replacement Boxes/ Multipacks: 2 per year	Not covered
Non-Collection Standard Contact Lenses Evaluation, Fitting & Follow-Up Care	No charge	Not covered
Non-Collection Specialty & Disposable Contact Lenses Evaluation, Fitting & Follow-Up Care	Up to \$60 Allowance	Not covered
Non-Collection Contact Lenses	Up to \$150 Allowance	Not covered
Medically-Necessary Contact Lenses ³	No charge	Not covered

ADULT BENEFITS

Covered Services (Calendar Year)	Your Costs (You pay)	Your Costs (You pay)
Exam	In-Network	Out-of-Network
Routine Eye Exam at Davis Participating Providers (1 exam/year)	No charge	Not covered
Retinal Imaging	\$39	Not covered
Lenses (1 pair/year)	In-Network	Out-of-Network
Single Vision Lenses	No charge	Not covered
Bifocal Lenses	No charge	Not covered
Trifocal Lenses	No charge	Not covered
Lenticular Lenses	No charge	Not covered
Lens Options	In-Network	Out-of-Network
Progressive Lenses - Standard/Premium/Ultra/Ultimate	\$65/\$105/\$140/\$175	Not covered
Polycarbonate Lenses - Single/Multifocal ¹	\$35	Not covered
Digital/Intermediate Lenses	\$30	Not covered
Photochromic Lenses - Single/Multifocal	No charge	Not covered
Photosensitive Lenses - Single/Multifocal	\$70	Not covered
High-Index 1.67 / High-Index 1.74 Lenses	\$60/\$120	Not covered
Blue Light Lenses	\$15	Not covered
Polarized Lenses	\$75	Not covered
Lens Coatings		
Tinted Plastic Lenses	\$15	Not covered
UV-Coated Lenses	No charge	Not covered
Scratch-Resistant Lenses - Single/Multifocal	No charge	Not covered
Scratch-Protection Plan - Single/Multifocal	\$20/\$40	Not covered

Reference ID: 1005834801012025

Anti-Reflective Coating - Standard/Premium/ Ultra/Ultimate	\$40/\$55/\$69/\$85	Not covered
Frames (1 pair/year)	In-Network	Out-of-Network
Collection Fashion Frames	No charge	Not covered
Collection Designer Frames	\$15	Not covered
Collection Premier Frames	\$40	Not covered
Non-Collection Frames	Up to \$130 Allowance (plus a 20% discount on overage) ²	Not covered
Additional Visionworks Frames Option	Up to \$180 Allowance (plus a 20% discount on overage) ²	Not covered
Contact Lenses (in lieu of glasses) (1 pair/ year)	In-Network	Out-of-Network
Collection Contact Lenses Evaluation, Fitting & Follow-Up Care	No charge	Not covered
Collection Contact Lenses	Disposable Boxes/ Multipacks: 4 per year Planned Replacement Boxes/ Multipacks: 2 per year	Not covered
Non-Collection Standard Contact Lenses Evaluation, Fitting & Follow-Up Care	No charge	Not covered
Non-Collection Specialty & Disposable Contact Lenses Evaluation, Fitting & Follow-Up Care	Up to \$60 Allowance	Not covered
Non-Collection Contact Lenses	Up to \$130 Allowance ²	Not covered
Medically-Necessary Contact Lenses ³	No charge	Not covered

- ¹ Polycarbonate lenses for dependent children, monocular patients, and patients with prescriptions greater than or equal to +6.00 diopters are covered at no cost.
- ² Member is responsible for balance. Additional discounts not applicable at Walmart, Costco, or Sam's Club locations.
- ³ Covered with prior approval.

This summary represents only a partial listing of benefits of the Vision Care Program described in this summary. If your employer purchases another program, the benefits may differ. Also, benefits may be further defined by the vision policy. As a result, this vision plan may not cover all of your vision or health care expenses. Read your contract/member benefit booklet carefully for a complete listing of terms and limitations of the program. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.ibx.com/SGIACBooklet or call 1-800-ASK-BLUE (TTY: 711).

Benefits may be changed by Independence Blue Cross to comply with applicable federal/state laws and regulations.

Administered by Davis Vision, an Independent Company.

Benefits underwritten or administered by Independence Assurance Company, a subsidiary of Independence Blue Cross - Independent licensees of the Blue Cross and Blue Shield Association. www.ibx.com



Dental Benefit Highlights

Pediatric Dental SML PPO Bronze HSA 0 \$5,600/50%

PEDIATRIC BENEFITS

Covered Services	Your Costs (You pay)	
Benefits per Contract Year	In-Network	Out-of-Network
Annual Plan Maximum	Unlimited	Not covered
Deductible (per child)	Medical deductible applies.	Not covered
Out-of-Pocket Maximum (per child)	Medical out-of-pocket maximum applies.	Not covered
Medically Necessary Orthodontic Maximum (per child)	Unlimited	Not covered
Coverage Type	In-Network	Out-of-Network
Diagnostic & Preventive Services	No charge no deductible	Not covered
Basic Services	50% after deductible	Not covered
Major Services	50% after deductible	Not covered
Medically Necessary Orthodontics	50% after deductible	Not covered
Cosmetic Orthodontic Services	Not covered	Not covered
Key Covered Services	In-Network	Out-of-Network
Exams	No charge no deductible	Not covered
Cleanings	No charge no deductible	Not covered
Bitewing X-rays	50% after deductible	Not covered
Fluoride Treatments	50% after deductible	Not covered
Sealants	50% after deductible	Not covered
Basic Restorative (Fillings)	50% after deductible	Not covered
Oral Surgery	50% after deductible	Not covered
Endodontics	50% after deductible	Not covered
Periodontics	50% after deductible	Not covered
Crowns	50% after deductible	Not covered
Bridges	50% after deductible	Not covered
Dentures	50% after deductible	Not covered

This summary represents only a partial listing of benefits of the Dental Plan described in this summary. If your employer purchases another program, the benefits may differ. Also, benefits may be further defined by dental policy. As a result, this dental plan may not cover all of your dental or health care expenses. Read your contract/member benefit booklet carefully for a complete listing of terms and limitations of the program. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.ibx.com/SGIACBooklet or call 1-800-ASK-BLUE (TTY: 711).

Benefits may be changed by Independence Blue Cross to comply with applicable federal/state laws and regulations.

Benefits underwritten or administered by Independence Assurance Company, a subsidiary of Independence Blue Cross - Independent licensees of the Blue Cross and Blue Shield Association. www.ibx.com

Reference ID: 1005833601012025

Language Assistance Services

Spanish: ATENCIÓN: Si habla español, cuenta con servicios de asistencia en idiomas disponibles de forma gratuita para usted. Llame al 1-800-275-2583 (TTY: 711).

Chinese: 注意: 如果您讲中文, 您可以得到免费的语言协助服务。致电 1-800-275-2583。

Korean: 안내사항: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-275-2583 번으로 전화하십시오.

Portuguese: ATENÇÃO: se você fala português, encontram-se disponíveis serviços gratuitos de assistência ao idioma. Ligue para 1-800-275-2583.

Gujarati: સૂચના: જો તમે ગુજરાતી બોલતા હો, તો બિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. 1-800-275-2583 કોલ કરો.

Vietnamese: LƯU Ý: Nếu bạn nói tiếng Việt, chúng tôi sẽ cung cấp dịch vụ hỗ trợ ngôn ngữ miễn phí cho bạn. Hãy gọi 1-800-275-2583.

Russian: ВНИМАНИЕ: Если вы говорите по-русски, то можете бесплатно воспользоваться услугами перевода. Тел.: 1-800-275-2583.

Polish: UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-275-2583.

Italian: ATTENZIONE: Se lei parla italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-275-2583.

Arabic: ملحوظة: إذا كنت تتحدث اللغة العربية، فإن خدمات المساعدة اللغوية متاحة لك بالمجان. اتصل برقم 1-800-275-2583.

French Creole: ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-800-275-2583.

Telugu: క్షు: పెట్రం డి: ఒకవేళ మీరు తెలుగు భాష మాట్లాడుతున్నారంటే, మీ కొరకు తెలుగు భాషా సహాయక సేవలు ఉచితంగా లభిస్తాయి. 1-800-275-2583 (TTY: 711) కు కాల్ చేయండి.

Tagalog: PAUNAWA: Kung nagsasalita ka ng Tagalog, magagamit mo ang mga serbisyo na tulong sa wika nang walang bayad. Tumawag sa 1-800-275-2583.

French: ATTENTION: Si vous parlez français, des services d'aide linguistique-vous sont proposés gratuitement. Appelez le 1-800-275-2583.

Pennsylvania Dutch: BASS UFF: Wann du Pennsylvania Deutsch schwetzscht, kannscht du Hilf griege in dei eegni Schprooch unni as es dich ennich eppes koschte zellt. Ruf die Nummer 1-800-275-2583.

Hindi: ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। कॉल करें 1-800-275-2583।

German: ACHTUNG: Wenn Sie Deutsch sprechen, können Sie kostenlos sprachliche Unterstützung anfordern. Wählen Sie 1-800-275-2583.

Japanese: 備考: 母国語が日本語の方は、言語アシスタンスサービス(無料)をご利用いただけます。1-800-275-2583へお電話ください。

Persian (Farsi): توجه: اگر فارسی صحبت می کنید، خدمات ترجمه به صورت رایگان برای شما فراهم می باشد. با شماره 1-800-275-2583 تماس بگیرید.

Navajo: Díí baa akó nínízin: Díí saad bee yánílti'go Diné Bizaad, saad bee áká'ánída'áwo'déé', t'áá jiik'eh. Hódíílnih koji' 1-800-275-2583.

Urdu: توجہ درکار ہے: اگر آپ اردو زبان بولتے ہیں، تو آپ کے لئے مفت میں زبان معاون خدمات دستیاب ہیں۔ کال کریں 1-800-275-2583

Mon-Khmer, Cambodian: សូមមេត្តាចាប់អារម្មណ៍: ប្រសិនបើអ្នកនិយាយភាសាមន-ខ្មែរ ឬភាសាខ្មែរ នោះ ជំនួយផ្នែកភាសានឹងមានផ្តល់ជូនដល់លោកអ្នកដោយឥតគិតថ្លៃ។ ទូរសព្ទទៅលេខ 1-800-275-2583។

Discrimination is Against the Law

This Plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. This Plan does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

This Plan provides:

- Free aids and services to people with disabilities to communicate effectively with us, such as: qualified sign language interpreters, and written information in other formats (large print, audio, accessible electronic formats, other formats).
- Free language services to people whose primary language is not English, such as: qualified interpreters and information written in other languages.

If you need these services, contact our Civil Rights Coordinator. If you believe that This Plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with our Civil Rights Coordinator. You can file a grievance in the following ways: In person or by mail: ATTN: Civil Rights Coordinator, 1901 Market Street, Philadelphia, PA 19103, By phone: 1-888-377-3933 (TTY: 711) By fax: 215-761-0245, By email: civilrightscordinator@1901market.com. If you need help filing a grievance, our Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf> or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

APPENDIX D

Dental Benefit Summary

Plan Start: 09/01/2025

Policyholder: Lower Southampton Township

Plan Type: Preferred Provider Organization (PPO)

Benefits and Covered Services

Deductible waived for Diagnostic and Preventative and Orthodontics.

Covered Benefits and Services ¹	In-Network Providers ²	Out-of-Network Providers ³
Annual Maximum (per person)	\$2,500	\$2,500
Deductible (per person/per family)	\$50 / \$100	\$50 / \$100
Diagnostic & Preventative Services - Exams - Cleanings - X-Rays - Sealants	100%	100%
Basic Services - Fillings - Posterior composites	100%	100%
Endodontics Root canals	100%	100%
Periodontics Gum treatment	100%	100%
Oral Surgery	100%	100%
Major Services - Crowns - Inlays and onlays - Cast restorations	100%	100%
Prosthodontics - Bridges - Dentures	100%	100%
Orthodontic Benefits: Dependent children to the end of the month that dependent turns 19 Lifetime max per covered person: \$4,000	100%	100%

¹ Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Please refer to the plan's eligibility details or contact your company's benefits administrator to ensure coverage. Fidelio Insurance Company administers these plans, with their claims and administrative offices located at 2826 Mt. Carmel Avenue, Glenside, PA 19038 (215-885-2443).

² In-Network Providers are reimbursed based on the contracted fees between Fidelio and providers.

³ Out-of-Network Providers are reimbursed based on the 90th percentile determined by Fidelio.
Dependent children are eligible until the end of the month in which the dependent turns 26.

www.fideliodental.com

Fidelio Insurance Company

APPENDIX E

Lower Southampton Township 12 Hour Shift Policy

- A. Effective April 1, 2017 the Lower Southampton Twp. P.D. will implement a 12 hour work day shift schedule that will apply to only those Police Employees who are assigned to the Patrol Division and scheduled to work the 12 hour schedule.
- B. The Lieutenant, Detective Sergeant, Detectives or Police Employees assigned to a special unit or assignment will continue to work the current 8 hour work day schedule under the current collective bargaining agreement unless otherwise negotiated.
- C. **Work Week:** The basic work week for the 12 hour work schedule will be an augmented work period of 28 days. The shifts will be 12 hours per day with a 28 day cycle consisting of the following rotation:

2 days on 2 days off
3 days on 2 days off
2 days on 3 days off

Each 28 day cycle will alternate between day shift 0700hrs -1900hrs and a night shift 1900hrs – 0700hrs. A minimum of one early car will be assigned for each shift 0600hrs - 1800hrs on day work and 1800hrs – 0600hrs on the night shift. The early car must have at least one full year experience within the police department and have completed probation. The department could also create a power shift or special unit(s) as manpower allows either on a 12hr or other work schedule.

- D. **Manpower:** Police Employees assigned to the 12 hour work schedule will work in a four squad platoon system. Each squad will consist of a Sergeant, Corporal, and 4 police officers. Minimum manpower will consist of a supervisor and three police officers for both the night work and day work shifts. Manpower shift assignments will be posted by November 1 of the prior year. Changes to shift and squad assignments in the schedule year will be done only with consent of both the department and the affected member.
- E. **Overtime:** Police Employees assigned to work the 12hr schedule and who work in excess of 12 hours on their regularly scheduled day of work or in excess of 80 hours in any 14 calendar day work period will be paid at the premium rate of 1 ½ times the officers hourly rate, except as provided in section G which represents the 4 hours of overtime worked (Kelly Time) in the 14 day work cycle. Each officer is permitted to work a maximum of 18 hours per workday except for any unforeseen emergency or special situations that may arise. The distribution of overtime will continue as under the current collective bargaining agreement and department's past practices with the exception of overtime needed to cover a manpower shortage in a squad.

F. **Patrol Overtime:** Overtime will continue to be assigned as under the current collective bargaining agreement except as follows:

1. In the event of patrol coverage overtime for a full 12 hour shift, the officer(s) assigned to work the corresponding shift where the manpower issue is occurring will be contacted to fill the vacancy in 12 hour increments. For example, the night work off squad will cover the night work squad scheduled to work where the manpower issue is occurring.

G. **Kelly Time:** Each Police Employee who is assigned to work the 12-hour work schedule will earn 144 hours of compensatory time, (Kelly Time) in each calendar year. 72 hours of Kelly Time will be issued to each officer in the patrol division January 1st of each year and 72 hours on July 1st of the same year. The Kelly Time may be used in blocks of less than 12 hours to augment training time and may only be used at the beginning and end of the workday. The remaining Kelly Time may be used in a minimum of 2 hour blocks up to a 12 hour block with regard to seniority, vacation leave, compensatory time, and police department minimum staffing needs as under the 5-3 work schedule. If the Kelly Time cannot be taken due to unforeseen personnel or staffing needs of the Police Department, a cancelation of requested time off or otherwise because of circumstances beyond the control of the Police Employee the remaining Kelly Time may be carried forward into the following calendar year and must be used as soon as scheduling permits. Kelly Time not used by the Police Employee and does not meet the above circumstances will be lost if not used by December 31st of the scheduled year. Kelly Time will not be earned by the police employee if the officer is on long term sick leave, long term injured on duty, or on other long term leave, or absence from work in excess of 28 days (Two pay periods) for the period the police employee is not able to work the 12hr schedule.

H. **Vacation Time:** Under the 12 hour schedule the Police Employee will receive vacation and sick time calculated in hours. The vacation time may be taken in blocks of 4, 8, or 12 hours. Blocks of less than 12 hours of vacation may only be taken at the beginning or end of the workday.

	<u>9 Hour vacation</u>	<u>12 hour vacation</u>
After 1 year of service	54 hours (6 days)	48 hours (4 days)
After 2 year of service	108 hours (12 days)	108 hours (9 days)
After 5 year of service	162 hours (18 days)	144 hours (12 days)
After 10 year of service	225 hours (25 days)	204 hours (17 days)
After 17 year of service	270 hours (30 days)	240 hours (20 days)

All past practices with regard to time off involving vacation, compensatory time, and Kelly Time will remain in effect except as addressed in this document.

- I. **Sick Time:** Police employees will receive 96 hours of sick time each year. For the buy back at the end of the year remaining sick time hours will be converted to days.
- J. **Compensatory Time:** Compensatory time will continue as under the 9 hour 5-3 schedule.
- K. **Training:** Training will continue as under the current 9 hour S-3 schedule except as follows:
1. Schedule changes: Schedule changes will be permitted for training purposes. A Police Employee scheduled for training on consecutive days will be assigned to the shift or hours appropriate for the training.
 2. Daywork: If the Police Employee is working the day shift and is scheduled for training the Police Employee will have the option of returning to work when the training is complete or using Kelly Time to make up the difference between time spent at training and the end of the Police Employees scheduled shift minimum manpower permitting.
 3. Night work: If the Police Employee is working the night shift, and is scheduled for training, the Police Employee will have the option of returning to work when the training is complete, or using Kelly Time to make up the difference between time spent at training and the end of the Police Employees scheduled shift minimum manpower permitting.
 4. Regular Day Off: If the Police Employee is scheduled for training on a R.D.O. the employee will be compensated as provided under the current collective bargaining agreement.
 5. Minimum manpower may go to 3 officers for local, in service training, i.e., firearms, first aid, etc.
- L. **Court Time:** All provisions of the current collective bargaining agreement will remain in effect.
- M. **Meats and Breaks:** Police Employees working the 12 hour schedule will get one 60 minute meal break on weekdays, weekends, and holidays and two 15 minute Personal breaks per 12 hour shift.
- N. **Outside Employment:** Officers working the 12 hour work schedule cannot work outside employment within 8 hours of reporting for their scheduled day of duty. Officers may not work at their outside job on any day when scheduled to work at the police department without the pre-approval of the Public Safety Director, (Chief of Police), or his or her designee. An officer may work at their outside job on their last scheduled day of work at the completion of the their shift before their regularly scheduled day off.

- O. **Conflict Resolution:** The Township and the PBA will meet quarterly or as during the trial period to assess any impact of the 12 hour schedule and to address any unforeseen circumstances that may arise. The Township and PBA may meet more frequently as necessary.

APPENDIX F

Disbursement of Overtime.

Purpose: To define the procedure for the disbursement of overtime for any shift or detail six hours or greater. This procedure shall not apply to any shifts/details under six hours in length, i.e. truck, speed, seat-belt, etc. Overtime assigned to specialized units and trained officers will be exempt from the provisions of this memorandum (C.I.D., SERT, MIRT, A.I.D. Narcotics, etc.).

Procedure: All sergeants/acting sergeants will prepare and keep available, an updated list of the officers in his/her squad and the order in which they are to be contacted for scheduled overtime shifts that are six hours or greater. Each sergeant/acting sergeant shall update the list (as soon as practical) as the order changes. Overtime will continue to go to the off squads first, by the following criteria. The first off squad to be offered overtime will be the squad that is on day two of their three days off. In the event that neither off squad is on day two, the overtime will be offered to the squad that is on day one. In the event that there is a question as to which squad will be offered overtime first, the Chief of Police or Lieutenant may be consulted. Their decision will be binding and final.

If an officer is offered overtime by this procedure and declines it, they go to the bottom of the list.

If neither off squad takes the overtime, it will be assigned as needed to the squad working.

Exceptions: Officers who cannot work any overtime shift six hours or greater due to training, vacation, etc. will not be considered to be declining the overtime. These officers will remain at their position in the list until the next opportunity for overtime arises.

Documentation: Each sergeant/acting sergeant shall keep an accurate log of overtime shifts worked by members of his/her squad. This log is to be kept at the Lower Southampton Township Police Department at all times. The logs should be immediately available to the Chief, Lieutenant, or on duty sergeant/acting sergeant. The logs shall include the following: a documentation of calls made and to whom (date and time), the outcome of said calls (no answer, accepted or declined overtime, voicemail left, etc.), the name of the officer who accepted the overtime and the overtime worked (i.e. - "Nine hours worked on XX-XX-20XX to cover manpower on X-Squad for the XXXX-XXXX shift"). The sergeant/acting sergeant who fills the overtime will sign and date his entry into the log of that officer's sergeant.

In the event of a suspected discrepancy, a written request should be sent through the chain of command to investigate. Investigations will be conducted by the Lieutenant or Chief. The outcome of any investigation will be final.

Penalty: The Chief, or his designee, shall handle the discipline for any officer found to be violating this procedure. The discipline will conform to the guidelines set forth in the General Orders. Any officer who is determined to have been "skipped" will be automatically placed first in the order for the next overtime opportunity exceeding six hours.

Emergencies/Operational Readiness: Emergencies requiring additional manpower occur from time to time. Nothing in this procedure precludes the department from assigning manpower as needed in an emergency.

APPENDIX G

**LOWER SOUTHAMPTON TOWNSHIP POLICE DEPARTMENT
PROMOTION POLICY**

100. VACANCIES:

Vacancies in the ranks of Corporal, Detective, Sergeant, Detective Sergeant, and Lieutenant in the Lower Southampton Police Department will be filled in accordance with this policy.

101. NOTIFICATION:

- The Chief shall post and announce the eligibility requirements and the subjects to be covered in the examination. The posting will be made via e-mail.
- Any police officer seeking advancement to a higher rank will be required to notify the Chief of Police's office within fifteen (15) days of the candidate's receipt of the e-mail.
- After the deadline date of the application, the Chief of Police will post, by social security number, all candidates according to rank they are seeking. The Chief of Police also will release suggested study guides and a date and time of the test.

102. WRITTEN EXAMINATION:

- A standardized test from a recognized source will be selected by the Township for testing for each rank, except lieutenant. Before the administration of that test, each test shall be reviewed by the Chief of Police to assure the test conforms to Pennsylvania Law and Township policy and procedures.
- The test shall be administered in or outside of the Township building, such as a public school building.
- The results will be posted by the last four digits of the officer's social security number. The answer key may be inspected by a candidate who questions the accuracy of his posted score. Such inspections will be done under observation and no written notes may be made.
- A score of 70% will be required to move on to the oral examination.

103. ORAL EXAMINATION:

The oral review will be given by three officers of rank from other police departments. The same questions will be asked of each candidate. Those rated at 70% or more will then be further reviewed by the Chief of Police.

104. CHIEF'S REVIEW:

The Chief's review will be given by the Chief of Police of the Lower Southampton Township. The following factors will be considered, but additional objective criteria may be added:

- Attendance record, excluding non-negligent on-the-job major injuries, non-recurring injuries, illnesses, or surgery. Absence patterns or frequent absences without medical justification will be a negative factor.
- Reprimands, disciplinary action, or negligent accidents.
- Departmental commendations and awards.
- Activity.

105. SERVICE REQUIREMENTS:

- By the date of the written examination, the candidate must have attained the specified number of years of continuous active duty with the Lower Southampton Police Department required for the rank shown:
- Detective and Corporal - 5 years or more
- Sergeant - 7 years or more and current rank of corporal or detective
- Detective Sergeant - 7 years or more and current rank of detective or sergeant that was previously a detective
- Lieutenant - see 108.

106. WEIGHTING:

The following weight shall be assigned to the candidate's evaluation in the categories listed:

- Written Test - 45%
- Oral Test - 45%
- Performance - 10%

107. ELIGIBILITY LIST:

- After the examination process is completed, the Chief will establish an eligibility list based upon the total points compiled after all phases are completed and weighted. The names on the eligibility list shall be arranged from the highest to the lowest. When two or more candidates receive the same total points, then the candidate with the greater length of service in the Lower Southampton Police Department will be deemed the higher of the two on the eligibility list.
- The ranks indicated on the notice of examination will be filled from the eligibility list when the Board of Supervisors determines that a vacancy in any such rank exists and deems it necessary to be filled.
- The eligibility list will remain in effect for two years after the Chief posts the list. Any openings in rank; occurring while the list is in effect, upon a determination by the Board of Supervisors of a vacancy in any rank, will be filled by the next candidate for the vacancy on the list.

108. LIEUTENANT:

- The Chief of Police shall conduct a review to determine the existence of a need to fill any vacancy in the rank of Lieutenant. The eligibility requirements for any vacancy shall be ten (10) years or more of continuous active duty with the Lower Southampton Police Department. Candidates for lieutenant must be a sergeant or detective sergeant.
- Any sergeant or detective sergeant eligible for the position will be asked to submit a resume to the Chief of Police. The Chief of Police will conduct an interview process with each eligible candidate who has submitted a resume.
- Any Officer seeking the rank of Lieutenant or above, once promoted to that rank, will do so with the understanding that he/she will no longer be part of the PBA Bargaining Unit or covered by the applicable collective bargaining

agreement. Before any candidate is promoted to the rank of Lieutenant, the candidate and PBA will be informed of these provisions.

109. NEW POSITIONS:

Any newly created position will not be filled until eligibility requirements have been established with the Police Benevolent Association.

APPENDIX H

Feasterville, PA 19053
Workers' Compensation Program: Designated Health Care Providers

The following procedures must be followed in case of work related injury or illness:

- A. **Immediately report the injury to your supervisor.**
Any injury you sustain at work must be reported immediately to your supervisor. Failure to do so may delay your benefits or cause you to lose your rights to benefits. Supervisors must promptly report injuries to the appropriate personnel office.
- B. **Obtain medical care from a provider listed below.**

Patient First PA Med Grp
Urgent Care Clinic
75 E Street Rd
Feasterville Trevose, PA 19053
267-684-1047

Medex Urgent Care
Urgent Care
Urgent Care Clinic
15200 Bustleton Ave
Philadelphia, PA 19116
215-376-3339

Sajak, Patrick Y., MD
Premier Orthopaedic & Sports Med Asc
Orthopedic Surgery
283 2nd Street Pike Ste 120
Southampton, PA 18966
855-678-4624

Optum
Available at any major pharmacy
PHARMACY
800-393-1398

One Call Care
Requires adjuster approval
PHYSICAL THERAPY
866-672-3064

†Concentra Medical Center
Occupational Medicine
2804 Southampton Rd.
Philadelphia, PA 19154
215-677-0930

Jefferson Health
Occupational Medicine Clinic
380 Oxford Valley Rd
Langhorne, PA 19047
215-949-5000

Heads Up
For the nearest location, please call the toll free number.
DENTIST
855-443-9872

Hospital
For Emergency Services, please go to the nearest hospital.
HOSPITAL
(FOR EMERGENCY SERVICES ONLY)

Rothman Orthopaedic Institute
Orthopedic Surgery
3300 Tillman Dr 2nd Floor
Bensalem, PA 19020
800-321-9999

Zabaleta, Ruben H., MD
Concentra Medical Center
Occupational Medicine
360 North Oxford Valley Rd, Suite 400
Langhorne, PA 19047
215-943-9000

One Call Medical Diagnostics
Requires adjuster approval
DIAGNOSTICS
866-672-3064

- C. **Medical Emergency:**
If you are faced with a medical emergency, you may secure initial emergency treatment from any of the above mentioned emergency facilities or any other emergency facility. However, any follow-up care to the emergency treatment must be with a designated health care provider.
- D. **If you choose to treat with an out of state provider, you may be subject to balance billing.**
- E. **For medical treatment to be paid by your employer:**
1. You must select one of the physicians or physician groups listed above.
 2. You must continue to visit one of the physicians listed above or any specialist to which that provider refers you, if you need treatment, for Ninety (90) days from the date of your first visit. This requirement is in conformance with the Pennsylvania Workers' Compensation Act, Section 306 (F) (1) (i).
 3. After Ninety (90) days, if you still need treatment, you may continue with the same physician or you may choose to go to another physician or health care provider for treatment. If you decide to go to another provider, you must notify your employer of this action within five (5) days of your visit.
 4. Your bills will be paid if your physician or healthcare provider reports as required (within ten days after your first visit and at least once a month as long as treatment continues). You must notify the new provider that these reports are to be submitted to the following address:

AmTrust North America
P O Box ~~9405~~ 89404
Cleveland, OH 44101
888-239-3909 Toll Free
678-258-8399 Fax

*For medical groups, all providers are eligible to render medical services.

