

AGREEMENT

EFFECTIVE JANUARY 1, 2023

THROUGH

DECEMBER 31, 2025

BETWEEN

HOPEWELL TOWNSHIP

AND

**FRATERNAL ORDER OF POLICE
ALIQUIPPA LODGE NO. 26**

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AGREEMENT BETWEEN
HOPEWELL TOWNSHIP
AND
FRATERNAL ORDER OF POLICE
ALIQUIPPA LODGE NO. 26

This Agreement will run from January 1, 2023 through December 31, 2025. All provisions currently in the effective bargaining Agreement and not amended as below shall remain in effect under the terms of this Agreement.

ARTICLE I
RECOGNITION

Section 1: The Township of Hopewell, hereinafter referred to as the "Township" recognizes the Aliquippa F.O.P. Lodge #26 hereinafter referred to as "F.O.P.", as the exclusive representative for purposes of collective bargaining.

The Parties agree that upon receipt of a request from a majority of the bargaining unit officers, the Township will voluntarily recognize FOP Beaver Valley Lodge No. 4 as the bargaining representative, which its representation shall supersede and replace representation by Aliquippa-Hopewell FOP Lodge No. 26.

Section 2: The F.O.P.'s bargaining unit shall include all civil service employees with the exception of the Chief of Police.

Section 3: It is the intent and purpose of the parties hereto to promote harmonious and cooperative relationships; subject, guarantees for their health, safety, and welfare. Unresolved disputes between the Township and the F.O.P. are injurious to the public, and both parties, are therefore, aware that adequate means must be established for minimizing them and providing for their resolution. The Township and F.O.P. agree that this overall policy may be best accomplished by negotiating in good faith and entering into written agreements evidencing the result of such negotiations; and by establishing procedures to provide for the protection of the rights of the Township and its employees and to insure to the public orderly and efficient services.

Section 4: The term "employee" when used in this Agreement shall refer only to patrol officers, sergeants, and Lieutenants. The term "Department" shall refer to the Hopewell Township Police Department.

ARTICLE II
MANAGEMENT RIGHTS

Section 1: Except as expressly limited by the Township Code, other relevant statutes and codes, Municipal Home Rule Charters or provisions of this Agreement, and reserving unto the Township any and all management rights which by law may not be bargainable, the Township

shall have and retain, solely and exclusively, all other managerial responsibilities which shall include, but not be limited to, the right to determine the mission, purposes, objectives, and policies of the Township; to establish, amend or modify an overall budget; to establish, change, combine or abolish job classifications or the job content of any classification; to reprimand, suspend, discharge for just cause or otherwise relieve employees from duty for lack of work or other legitimate reasons; to hire, promote, retire, demote, transfer, layoff and recall employees to work; to determine the starting and quitting time and the number of hours and shift to be worked; to expand, reduce, alter, combine or cease any job operation or service; to control and regulate the use of machinery, equipment and other property of the Township; to introduce new or improve research, development and services; to determine and from time to time re-determine the number and types of employees required and to assign work to such employees in accordance with the operational needs of the Township, and direct the work force and establish terms and conditions of employment, except as expressly modified or restricted by a specific provision of this Agreement.

Further, all inherent managerial rights, management functions and prerogatives which the Township has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Township and are not subject to arbitration under this Agreement.

ARTICLE III HOURS OF WORK & OVERTIME

Section 1: The Township shall retain the inherent, sole and exclusive right to determine the work schedules, including but not limited to adjusting the shift starting and ending times, based on staffing needs and in order to avoid/reduce overtime, among other considerations.

- A. The Chief of Police will have the ability to alter the starting and ending times of shifts by sixty (60) minutes at the start of each four (4) month scheduling period referenced in Article III, Section 1(C). The Chief shall also retain the ability to create non-standard shifts for specialty assignments with starting and ending times up to one hundred and twenty (120) minutes before or after the standard shifts.
- B. The Township will designate the three (3) least senior officers in the Department as "Floaters." Floaters will not bid on shifts but may be scheduled at the discretion of the Township. Schedules of Floaters may be changed by the Township with five (5) days' notice. During a standard work week Floaters will typically work five (5) shifts with two (2) consecutive days off. Floaters may be scheduled to fill schedule vacancies, including but not limited to those caused by officers using paid or unpaid leave. Should a situation occur where three Floaters are insufficient to provide minimum coverage, additional officers may have their schedules similarly adjusted starting with officers with the least amount of seniority in ascending order.
- C. The Township will adopt a rotating four (4) month schedule which will have each officer working the same shift for a four (4) month period. During a standard work week officers will typically work five (5) shifts with two (2) days off. Shift assignments shall be made

pursuant to bidding based on seniority within their respective rank. For example, Sergeants will bid for placement on the Sergeant schedule based on date of promotion to Sergeant and Patrol Officers will bid for placement on the Patrol Officer schedule on a seniority basis determined by date of hire. The designated Floaters will not participate in schedule bidding. Within a given calendar year, officers may not work the same shift for two (2) four (4) month periods in a row. For example, officers could not select the daylight shift twice in a row within a calendar year.

Section 2: The work week shall consist of five (5) workdays in a pre-established work schedule. The workday shall consist of any twenty-four (24) hours in a pre-established work schedule. The work shift shall consist of eight (8) hours within a workday.

Section 3: The Township agrees to pay employees at the rate of time and one-half for all hours over eight (8) in one day or forty (40) hours in one week. Vacation, personal days, sick leave, unworked holidays and any other forms of paid leave shall not count as time worked for overtime purposes.

Section 4: The following procedures shall be followed with regard to filling a shift vacancy caused by a scheduled shift cancellation due to call offs, sickness, personal time, etc.:

- A. The allotment of work hours based on scheduled shift cancellations shall be distributed by seniority to all part-time officers, unless it will result in overtime for the part-time officer.
- B. When no part-time officer is available or the additional work hours would result in overtime for all available part-time officers, then the full-time officer(s) on the preceding shift shall have the first preference to work the resulting overtime.
- C. When the circumstances of paragraph (B) above arise, and if the full-time officer(s) on the preceding shift refuse the overtime assignment, the Township shall have the discretion to select employees for overtime.
- D. Whenever discretionary overtime is required, it shall be on an equalized basis.

Section 5: The staffing levels of the Department will be determined exclusively by the Township, through consultation with the Chief of Police, and will reflect appropriate levels of efficiency, effectiveness and public safety as determined in the sole discretion of the Township.

Section 6. Shift Trades: For the period of January 1, 2023 through December 31, 2025, employees within the same rank may voluntarily trade shifts between each other subject to the following conditions:

- A. Each employee will be eligible to trade up to 3 shifts per four (4) month schedule period. Additionally, at the sole discretion of the Chief of Police, each employee may be granted up to an additional three (3) shift trades per four (4) month schedule period (for a total of 6 trades). Further, Sergeants shall be permitted to trade shifts with Senior Patrolman (and

vice versa) and the definition of "Senior Patrolman" for this purpose will be determined by the Chief of Police.

- B. Written notice of all shift trade proposals must be submitted to the Chief or Township Manager at least 48 hours prior to the proposed shift trade. The written notice must indicate the dates and shifts which are proposed to be traded. No open-ended trades will be authorized.
- C. The Chief or Township Manager retains the right to deny a proposal if there is a reasonable basis to believe that an employee is abusing shift trading in a manner which burdens the operational needs of the Township.
- D. All trades must be completed within the same pay period.
- E. No shifts may be traded on holidays or days that an employee has Court Duty pursuant to Article XIV.
- F. No shift trades may at any time result in payment of overtime to any employee or result in any employee working more than 16 hours straight.
- G. Once a trade has been agreed to and approved, employees are obligated to cover the shifts they agreed to trade but must report to duty as scheduled if the employee with whom they traded is unable to cover the shift.
- H. Failure to cover a traded shift will disqualify the employee who fails to cover from being eligible to trade any shifts for ninety (90) calendar days except if the failure is due to an emergency.
- I. The Township shall not assume any liability or responsibility for the repayment of time between the employees involved in a shift trade.
- J. This trade policy will automatically be eliminated as of December 31, 2025 unless the Township expressly agrees to extend it.

Section 7. No overtime shall be paid on holidays worked unless and until the officer has first worked in excess of 8 hours on that holiday or in excess of 40 hours in the same week of the holiday and before the holiday is worked.

ARTICLE IV SENIORITY PROBATIONARY PERIOD

Section 1: For the purpose of this Agreement, the term "seniority" shall be defined as a preferred position for specific purposes which one employee may have over another employee because of a greater length of continuous service with the Township in the Department. Length of continuous service shall be computed from the date of hiring subject, however, to the following provisions:

- A. An employee's continuous service shall be broken so that no prior period or periods of employment shall be counted and his rights to seniority shall cease upon the following:
 - 1. Voluntary termination of this employment.
 - 2. Discharge for just cause.
 - 3. When recalled after layoff, upon his failure to return to work within a period of twenty-four (24) hours after employee has received notification to so return; provided, however if the employee notifies the Township within said twenty-four (24) hours that he is not immediately available for work, but wishes to remain on the seniority list, he should be retained on such list for a period of thirty (30) days subject to an extension, provided valid reason is given the Township.
 - 4. Seniority shall not accumulate during periods of layoff.
- B. When an employee, whose continuous service has been broken by any of the above causes, is again hired, he shall begin as a new employee of the Township.
- C. New employees shall be regarded as temporary or probationary employees for one (1) year and shall not be entitled to seniority during that period. Upon completion of this period of one (1) year, the seniority of such employees, if retained as employees, shall be effective as of the date of their placement in a permanent rank.
- D. Absence due to sickness or accident disability or other approved leave of absence shall not constitute an interruption of continuous service.

ARTICLE V LAYOFFS

Section 1: Seniority for the purpose of this section shall be defined as length of continuous service.

Section 2: In the event the Township proposes any layoffs, it will give the Union at least one (1) month's prior notice. Employees shall be given a minimum of one (1) week advance written notice of layoff indicating the circumstances which make the layoff necessary.

Section 3: The Township agrees to establish a preference list for a period of one (1) year which shall be used in the order of seniority to fill a vacancy from which an employee on said list may have been laid off. In the event an employee refuses an offer of a position under this section, he shall be dropped from said preference list.

Section 4: In the event an employee is laid off, he may upon request, receive payment for earned but unused, vacation leave.

ARTICLE VI
WAGES

Section 1: During the term of this Agreement, the hourly rate of pay for regular full-time unit employees will be as follows:

- A base salary increase of three percent (3.0%) effective January 1, 2023;
 - Sergeants: In 2023 only, Sergeants shall receive a one-time 3% wage increase in addition to the above 3% base wage increase. See Sergeants, 2023 hourly and annual wage chart, herein below (3% + 3% in 2023).
- A base salary increase of three percent (3.0%) effective January 1, 2024;
- A base salary increase of three percent (3.0%) effective January 1, 2025;

	2022 Current Base Rates ¹	2023 3% Base Wage Increase Effective 1/1/2023	2024 3% Base Wage Increase Effective 1/1/2024	2025 3% Base Wage Increase Effective 1/1/2025
Patrol Officer (8)²	\$36.53/hr. \$75,982.40/yr.	\$37.63/hr. \$78,270.40/yr.	\$38.76/hr. \$80,620.80/yr.	\$39.92/hr. \$83,033.60/yr.
Detective	\$37.59/hr. \$78,187.20/yr.	\$38.72/hr. \$80,537.60/yr.	\$39.88/hr. \$82,950.40/yr.	\$41.08/hr. \$85,446.40/yr.
Sergeant	\$38.33/hr. \$79,726.40/yr.	\$40.66/hr. (3%, +3%) \$84,572.80/yr.	\$41.88/hr. \$87,110.40/yr.	\$43.13/hr. \$89,710.40/yr.
Lieutenant	\$38.75/hr. \$80,600.00/yr.	\$39.91/hr. \$83,012.80/yr.	\$41.11/hr. \$85,508.80/yr.	\$42.34/hr. \$88,067.20/yr.
School Resource Officer	\$37.27/hr. \$77,521.60/yr.	\$38.39/hr. \$79,851.20/yr.	\$39.54/hr. \$82,243.20/yr.	\$40.73/hr. \$84,718.40/yr.

The Section 2 salary scale in the contract (eight-year progression) remains unchanged and officers will move along the scale as in the past.

Section 2: Officers hired on or after 1/1/2007 shall be governed by the following salary increment schedule. Starting with the officer's date of hire and using the first year (probation year) a full-time officer shall be paid at a rate of 60% of the applicable base rate of pay:

¹ The annual wage rates are reached by taking each hourly wage rate and multiplying it by 2080 hours per year.

² The 8 Year Patrol Officer Rank (paid 100% full rate) per Article VI, Section 2.

Upon successful completion of one (1) full year of service, a full-time officer shall be paid a rate of sixty-five (65%) of the applicable base rate of pay;

Upon successful completion of two (2) full years of service, a full-time officer shall be paid at a rate of seventy (70%) of the applicable base rate of pay;

Upon successful completion of three (3) full years of service, a full-time officer shall be paid at a rate of seventy-five (75%) of the applicable base rate of pay;

Upon successful completion of four (4) full years of service, a full-time officer shall be paid at a rate of eighty (80%) of the applicable base rate of pay;

Upon successful completion of five (5) years, a full-time officer shall be paid eighty-five (85%) of the applicable base rate of pay;

Upon completion of six (6) years, a full-time officer shall be paid ninety (90%) of the applicable base rate of pay;

Upon completion of seven (7) years, a full-time officer shall be paid ninety-five (95%) of the applicable base rate of pay; and

Upon completion of eight (8) years of service, a full-time officer shall be paid a rate of one hundred (100%) of the applicable base rate of pay.

Section 3: The Township agrees to pay the following amounts as a shift differential for hours worked during the following shifts:

- A. Seventy (70) cents per hour, 3:00 p.m. to 11:00 p.m.
- B. Seventy-five (75) cents per hour, 7:00 p.m. to 3:00 a.m.
- C. Eighty (80) cents per hour, 11:00 p.m. to 7:00 a.m.

Section 4: The School Resource Officer shall serve as juvenile officer and shall be responsible for investigation and prosecution of all juvenile offenses occurring on school property or at school related activities.

Section 5: If there is no Sergeant or Lieutenant working on a shift, the senior full-time patrolman will be compensated One (\$1.00) Dollar per hour for each hour that the senior patrolman is filling in as officer in charge of the shift.

Section 6: When an officer is called to work for any reason, the officer shall receive a minimum of two (2) hours pay at the officer's regular rate of pay, even if two (2) hours are not actually worked during the call out, and even if the call out overlaps with the officer's period of scheduled shift. This time will be paid at the officer's overtime rate if said time qualifies as

overtime pursuant to the terms of this CBA. In addition, the officer will receive one-half (1/2) hour of pay at the officer's regular rate of pay as "call out time" for travel to the call out itself.

Section 7: Detective positions shall be rotated among eligible officers at the discretion of the Chief of Police.

ARTICLE VII LONGEVITY PAY

Section 1: Longevity will be paid at the rate of \$40.00 per year of completed service. Longevity will be paid commencing with the first pay period of the sixth (6th) year of service, based on the total number of years of service, up to a maximum of \$1,000.00, on the basis of the following scale:

Years of Service	Amount	Years of Service	Amount
0-1	\$0	14	\$520.00
1-2	\$0	15	\$560.00
2-3	\$0	16	\$600.00
3-4	\$0	17	\$640.00
4-5	\$0	18	\$680.00
6	\$200.00	19	\$720.00
7	\$240.00	20	\$760.00
8	\$280.00	21	\$800.00
9	\$320.00	22	\$840.00
10	\$360.00	23	\$880.00
11	\$400.00	24	\$920.00
12	\$440.00	25	\$960.00
13	\$480.00	26	\$1,000.00

Section 2: Longevity Pay shall be paid (at 1.5 times the officer's calculated hourly rate of Longevity Pay) for overtime hours actually worked beyond the officer's regular hours actually worked during the course of the year, as required by the FLSA. For example, an officer with six (6) years of service in accordance with the collective bargaining agreement longevity scale would be entitled to an annual lump-sum longevity payment of \$200. In addition, when overtime hours are considered, Longevity Overtime Pay shall be calculated as $(\$200/40 \text{ hours per week}/52 \text{ weeks per year}) \times 1.5$ (overtime multiplier) = 0.145 or an additional \$0.14 per hour. This longevity Overtime Pay would be applied to all overtime hours actually worked and as required by the FLSA.

ARTICLE VIII UNIFORM ALLOWANCE

Section 1: The Township agrees to pay a clothing allowance in the amount of Five Hundred and Fifty (\$550.00) Dollars for full-time employees per year and Two Hundred Twenty-five Dollars (\$225.00) for part-time employees per year. The Township agrees to pay this amount by April

15th of each year of the contract. This payment will be a check made out to the officer. In the event an Officer is not regularly working and is off longer than 3 months, such Officer will not be entitled to receive uniform allowance for such period of time.

Section 2: The Township shall provide a uniform maintenance allowance of \$100.00 during each year of the contract.

ARTICLE IX INSURANCE

Section 1: The Township agrees to provide life insurance, the face amount of said policy to be \$200,000 payable while on or off duty. In addition to the present life insurance policy, each employee at the time of retirement shall receive the sum of \$2,500.00 and a \$5,000.00 paid-up life insurance policy.

Section 2: The Township will provide medical insurance comparable to that currently provided by the Township, MBS PPO 500 Medical and Prescription Plan, as set forth in the Plan Summary attached hereto and marked as **Exhibit "A."**

Section 3: The benefits provided under the existing Long Term Disability benefit plan shall be continued at up to 66-2/3% of salary.

Section 4: The Township shall provide police liability insurance at no cost to the employee.

Section 5: The Township shall provide dental insurance comparable to that currently provided by the Township, MBS PPO 500 Medical and Prescription Plan, as set forth in the Plan Summary attached hereto and marked as **Exhibit "A."**

Section 6: The Township shall provide a full family vision care coverage paid for in full by the Township.

Section 7: Any officer injured in the performance of his duties shall receive Heart and Lung benefits. Any officer receiving Heart and Lung benefits shall be required to reimburse workmen's compensation wage benefits received to the Township.

ARTICLE X RIGHT TO CHANGE MEDICAL INSURANCE CARRIERS

Section 1: The Employer shall have the right to change medical insurance carriers during the term of this Agreement so long as the new insurance is comparable to that currently provided by the Township. Comparable does not mean equivalent and the Employer's right to change insurance carriers providing comparable coverage also includes the right to change to comparable plans provided by its current carrier.

A. Current coverage is set forth in the Plan Summary attached hereto and marked as **Exhibit**

“A.”

- B. Employees, collectively via the F.O.P., shall be provided the opportunity to meet with the new insurance provider and the Employer to inquire about the change of coverage. This meeting shall be scheduled on a date mutually decided by the Township and the F.O.P., but in no event later than twenty (20) days after notification is first provided to the F.O.P. by the Township.
- C. No later than ten (10) days after this meeting, the F.O.P. shall inform the Employer whether the change in coverage is comparable to **Exhibit “A.”** The F.O.P. may also obtain and present to Employer for consideration plan proposals from other health insurance providers for this purpose.
- D. In the event that the Employer obtains different coverage that the F.O.P. informs Employer is not comparable, and the matter is not otherwise resolved, the F.O.P. may submit the matter to Act 111 arbitration to be expedited with the arbitrator issuing a decision thereon within forty-five (45) days of his or her appointment.
- E. **Exhibit “A”** shall be replaced by the Plan Summary of any new coverage obtained by Employer that is comparable.

Section 2: Any full-time police officer hired by Hopewell Township on or after 1/1/2007 shall be subject to a co-pay of 10% of any and all premiums for medical insurance, including medical, vision and dental. This section shall not be applicable to any laid off full time police officer recalled within one year of his/her lay off date.

ARTICLE XI HOLIDAYS AND PERSONAL LEAVE

Section 1: The following holidays will be observed as paid holidays:

1. New Year's Day
2. Washington's Birthday
3. Good Friday
4. Memorial Day
5. July 4th
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Christmas Eve
10. Christmas Day
11. Two (2) Floating Holidays to be taken upon the approval and subject to the discretion of the Township.

Section 2: Employees required to work on any of the holidays specified in Section 1 will receive one and one-half (1 1/2) times their regular rate of pay, plus they shall receive holiday pay at

straight time; however, the parties agree that said holiday pay shall be paid to the officers in two (2) lump sum payments made to the officers bi-annually (i.e. paid in the last weeks of July and December of that calendar year), while the one and one-half (1 1/2) times their regular rate of pay for holiday hours actually worked will be paid in the officers' paychecks for that work week.

The parties agree that the overtime rate for overtime hours worked on a holiday shall be paid at two and one-half (2 1/2) times their daily rate of pay, and not four (4) times, or four and one-half (4 1/2) times, their daily rate of pay that had been paid previously.

Employees not required to work on any of the above holidays shall receive their regular rate of pay for that holiday and, in addition, shall be scheduled for five (5) workdays during each holiday week; however, officers not required to work on any of the above holidays shall receive their holiday pay in two (2) lump sum payments made to the officers bi-annually (i.e. paid in the last weeks of July and December of that calendar year).

Section 3: When one of the holidays specified in Section 1 is observed during an employees' vacation, i.e., if an officer uses a vacation day to be off on a scheduled work day (which happens to be a holiday as identified in this CBA), or takes a week's vacation wherein any of said holidays fall, the officer may elect 1) to be paid for the day off and then receive the holiday pay and the vacation day will be deemed used, or 2) forgo receipt of the holiday pay and the vacation day will be returned to his/her vacation bank to be used at a later date within that calendar year.

Section 4: All permanent full-time employees shall be eligible for two (2) paid personal leave days per calendar year. One personal leave day shall be earned during each one-half (1/2) calendar year. The employee must have 20 working days in an active pay status in each one-half (1/2) calendar year to earn the personal leave entitlement.

Section 5: Personal leave shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on personal leave at the same time, the employee with the greater seniority as it relates to total years of service with the Township shall be given his/her choice of personal leave in the event of any conflict in selection. Where reasonable opportunities are available for selection of personal leave on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period.

Section 6: Personal leave to which an employee may become entitled during the calendar year may be granted at the Township's discretion before it is earned. An employee who is permitted to anticipate such leave and who subsequently terminates employment shall reimburse the Township for those days of personal leave used but not earned.

Section 7: Personal leave days shall be non-cumulative from calendar year to calendar year. If an employee is required to work on his/her scheduled personal leave day and is unable to reschedule his/her personal day during the calendar year due to the demands of his/her work, the calendar year shall be extended for ninety (90) days for rescheduling purposes.

ARTICLE XII VACATION

Section 1: Employees covered in this Agreement shall receive vacation based on the amount earned the previous year as follows:

<u>Years of Service</u>	<u>Vacation</u>
Date of hire to completion of 4 years	5/6 days per month (2 weeks)
Start 5 years to completion of 9 years	1-1/4 days per month (3 weeks)
Start 10 years to completion of 14 years	1-2/3 days per month (4 weeks)
Start 15 years to completion of 19 years	2-1/12 days per month (5 weeks)
Start 20 years	2-1/2 days per month (6 weeks)

Any officer hired on or after January 1, 2023 can only earn up to a maximum of five (5) weeks' of vacation, and shall earn them at "Start 15 years to completion of 19 years, 2-1/12 days per month (5 weeks)" as detailed in the chart herein above.

Section 2: Vacation leave shall be granted at such times as are determined by the Township to be consistent with the provision of full services to the public and in the best interest of the Police Department. Two regular full-time officers shall be permitted to take vacations during the same period; provided, said officers are not on the same shift. This provision does not apply to the Detective who has at least ten (10) full-time years of service with the police department and who does not cover any scheduled shift. Employees shall select their vacation, scheduling a minimum of five (5) consecutive days at a time, during the approved vacation period established by the Township, but with no limitation on the maximum number of consecutive vacation days. Vacation requests must be submitted to the Township no later than January 31st annually. Vacation leave shall not accumulate from year to year. The Township will approve or deny request before February 15th.

Section 3: Any employee discharged shall automatically lose accrued vacation entitlement and any pay pertaining thereto for the current year.

Section 4: Any employee who voluntarily terminates employment shall receive his accrued vacation entitlement and pay pertaining thereto.

Section 5: The Township reserves the exclusive right to schedule the vacation period for any employee who does not timely request his vacation.

Section 6: Vacation eligibility for new full-time employees commence from the date of hire.

Section 7: All permanent full-time employees shall have the option of taking 80 hours of vacation in 8-hour increments. These increments shall apply to all the provisions as under ARTICLE XI, Section 2 and 3 and also ARTICLE XII, Section 2, pertaining to 8 hours off on any specified holiday. If an officer uses a vacation day to be off on a scheduled work day (which happens to be a holiday as identified in this CBA), or takes a week's vacation wherein any of said holidays fall, the officer may elect 1) to be paid for the day off and then receive the holiday pay and the vacation day will be deemed used, or 2) forgo receipt of the holiday pay and the vacation day will be returned to his/her vacation bank to be used at a later date within that calendar year.

Section 8: It will be the discretion of the Chief of Police to allow more than two officers to take vacation on the same day, as long as it does not affect public safety.

Section 9: If three officers are scheduled on patrol during the same shift, an officer will be permitted, if approved by the Chief of Police, to take an 8 hour vacation day without advance notice. This is subject to the officer completing a departmental Schedule Change Request form and submitting it to the Chief of Police.

ARTICLE XIII SICK LEAVE

Section 1: Employees hired before January 1, 2009 shall be allowed twenty-five (25) days of sick leave annually which shall be earned at the rate of two and one-twelfth (2-1/12) days per month. Employees hired on or after January 1, 2009 through December 16, 2020 shall be allowed twenty (20) days of sick leave annually which shall be earned at the rate of 1.667 days per month. Sick leave shall be earned by an employee for any month in which the employee is in compensable status for fifteen (15) or more working days. Compensable status as used herein shall be defined as a period during which a regular, full-time police officer is receiving remuneration from the township. Employees shall be eligible to take such leave after ninety (90) days service with the township.

Section 2.

- A. Employees hired prior to December 17, 2020 may accumulate sick leave up to a maximum of one hundred twenty (120) days. At the time of retirement, such employee shall be entitled to receive the sum of one- hundred Dollars (\$100.00) for each unused day of sick leave up to a maximum of one hundred twenty (120) days.
- B. For employees hired on or after December 17, 2020, in lieu of accumulating unused sick leave, it is understood and agreed that the Township may provide such employees with short-term disability benefits coverage for any non-service connected condition or injury which renders the employee unable to perform the essential functions of his/her job

beyond an allotted seven (7) sick days in any one calendar year.

C. If, in the sole discretion of the Township, short-term disability coverage is unavailable, and the Township elects not to self-insure, employees hired on or after December 17, 2020 may accumulate sick leave as provided in Paragraph (A) above.

Section 3: Sick leave shall be granted when an employee is required to be absent from work because of:

- A. Illness of the employee.
- B. Contact with or exposure to a contagious disease rendering the employee's presence hazardous to fellow employees.

All full-time officers requesting sick leave payments shall be required to complete and submit to the Chief of Police, the attached Sick Leave Use form, immediately following the officers' return to work, and prior to the end of the payroll period.

Sick Leave Use Verification

Pursuant to the Chief's/Township's order to verify proper sick leave use, I, _____, hereby certify that on the date(s) of _____, I was unable to work due to personal illness or physical incapacity resulting from causes beyond my control, as required for the appropriate use of sick leave under Article XIII, Section 3 of the Collective Bargaining Agreement. I hereby certify and verify that the statement is true and correct. I further understand that any false statements will result in disciplinary action up to and including dismissal.

Name of Employee

Date

Section 4: Proof of illness, in the form of a medical certificate or receipt evidencing a purchase of prescription for said illness, shall be required if, for a reason under paragraphs 1 or 2 above, an employee is absent for three (3) or more consecutive workdays. Any misrepresentation shall be cause for disciplinary action, including suspension or discharge. The sick leave medical documentation requirements set forth in this Section shall apply to all sick leave with the sole exception of approved FMLA leave not associated with the officer's own medical condition. Accrued leave shall be used during FMLA leave.

Section 5: Any employee, who in the sole opinion of the Township, is abusing his sick leave privilege shall be required to submit a medical certificate for absences of one (1) day or more.

Section 6: Any Workers' Compensation wage benefits received shall be reimbursed to the Township. Benefits received as a result of insurance paid by the Township shall be returned to the Township with the exception of those benefits, recovery or settlements made as a result of claims, suits or action made against third parties.

Section 7: With regard to "Light Duty" positions, the parties shall follow a Light Duty policy adopted by the Department via Lexipol.

ARTICLE XIV COURT DUTY

Section 1: Employees called for duty or subpoenaed to attend court, will be granted a leave of absence while attending court. Approval to attend court must be obtained from the Township Manager in advance. Employees required to attend court, either as juror or witness, shall insofar as practical, perform their duties before court convenes or after it adjourns. Employees on jury duty or subpoenaed as a witness shall be compensated the difference between their regular rate of pay and the amount received by them for court duty during the time they are serving in such capacity.

Section 2: The Township agrees to make a reasonable effort to arrange hearings in District Justice Court during work hours of prosecuting officer.

Section 3: When an off-duty officer is required to appear at Central Court, Common Pleas Court, or other non-magisterial court time, such officer will be paid a minimum of three and one half hours pay at a rate of time and one-half. There will be no travel allowance.

Section 4: For attendance at local magistrate's hearings during off-duty hours, employees are to receive pay at the rate of time and one-half, with a minimum of one (1) hour's pay.

Section 5: On-duty officers attending court or magistrate hearings do so as part of their regular duties and will turn over any witness fee to the Township.

ARTICLE XV PERSONAL LEAVES OF ABSENCE

Section 1: This section pertains to leaves of absence without pay for purposes other than military duty.

Section 2: Leaves of absence without pay may be granted to employees for such purpose and for such periods of time as may be authorized by the Township. While an employee is on such leave, his duties shall either be performed by remaining employees and his position kept vacant, or they shall be performed by a substitute.

Section 3: An employee who is absent from work without authorization shall be considered absent without leave and shall receive no compensation for the period of absence. In the event

the unauthorized absence exceeds three (3) days, the employee automatically terminates his employment.

Section 4: The following violations of leave provisions shall be cause for discharge under the terms of this Agreement.

- A. Failure to return to work as scheduled after leave.
- B. Working elsewhere while on leave without the permission of the Township.
- C. Falsifying a leave application form.
- D. Unauthorized absence in excess of three (3) days, unless conditions make it impractical to notify the Township within said period.

ARTICLE XVI FUNERAL LEAVE

If death occurs in the immediate family of an employee, the employee, upon request to the Chief of Police, shall be entitled to a paid emergency leave of five days. "Immediate family" is defined as: mother, stepmother, father, stepfather, sister, brother, son or daughter or grandchild of the member or his/her spouse. A three (3) days' paid emergency shall be granted for attending the funeral of grandparents of the employee or his/her spouse.

ARTICLE XVII MILITARY LEAVE

The Township agrees to abide by State and Federal statutes applicable to military leave.

ARTICLE XVIII PENSIONS

Section 1: The Township will continue to provide a pension plan and will separate Social Security benefits from the pension plan, in accordance with statutory authority.

Section 2: The Township agrees that all regular, full-time officers of the Township shall be vested in the Pension Program after completion of twelve (12) years of service, regardless of their date of hire.

Section 3: The Township agrees that Pension eligibility will be calculated on twenty-five (25) years of service and age fifty (50). The Township further agrees to calculate pension benefits on the last (36) months of service.

Section 4: Service increment: Employees who retire with 26 years of service or more shall receive a service increment in accordance with the Police Pension Plan.

Section 5: The Township shall adopt an ordinance amending the pension plan to provide early retirement after twenty years of service consistent with the provisions of Act 24 (H.B. 595). The benefit is the actuarially reduced accrued benefit. The accrued benefit is calculated the same way as the vested benefit. The actuarial reduction is based on the interest rate and mortality table used in the latest actuarial report submitted to the Commonwealth.

Section 6: The Township agrees to continue to provide for a survivor pension benefit.

Section 7: Subject to an annual actuarial study to determine whether it is actuarially feasible, the Police Officers will not be required to make contributions to the pension fund. In the event an actuarial study shall require such contributions, said contributions will be adjusted so as to maintain an actuarially sound pension fund. Payroll deductions shall be decreased from five (5%) to three (3%) percent. The parties hereto agree to open this Agreement solely for the purpose of negotiating any increase or decrease in contributions necessitated by the findings of this study and the soundness of the fund.

Section 8: Subject to an annual actuarial study to determine whether it is actuarially feasible, the Township will not be required to contribute to the pension fund during the term of this agreement. The parties hereto agree to open this Agreement solely for the purpose of negotiating any increase or decrease in contributions necessitated by the findings of this study and the soundness of the fund.

Section 9: The following changes shall be made relative to the Hopewell Township Police Pension Plan ("Plan") pursuant to the attached actuarial study by the Plan's pension actuary which shows that the condition of the fund is such that the adjustments provided can be made without adversely impacting the actuarial soundness of the Plan. It is understood that the Plan has funding in excess of the funding required by law and estimated by the pension plan actuary to be required to prudently fund earned benefits.

- A. Plan participants will be eligible to receive the cost of living adjustment provided for in Act 600 (53 P.S. 767 et seq.) effective January 1, 1993 and yearly afterward. Provided, however, that such cost of living increase shall not exceed the percentage increase in the Consumer Price index from the year in which the police member last worked; provided, further, that in no case shall the police pension benefits exceed seventy-five (75%) percent of the salary for computing retirement benefits; and providing further, the total cost of living increase shall not increase thirty (30%) percent of the Participant's retirement benefit and the cost of living increase shall not impair the actuarial soundness of the Pension Plan.
- B. Effective January 1, 1993 Plan participants will be permitted by buy back non-intervening active military service as provided under Act 600, provided, however, such buy-back shall not exceed five (5) years. The amount due for purchase of credit for military service shall be computed by applying the average normal cost rate for the plan

as certified by the Public Employee Retirement Study Commission, but not to exceed ten (10%) percent, to the member's average annual rate of compensation over the first three years of municipal service and multiplying the result by the number of years and the fractional part of a year of creditable non-intervening military service being purchased together with interest at the rate of four and three quarters (4 3/4%) percent, compounded annually from the date of initial entry into the municipal service to the date of payment.

- C. The disability retirement provisions under the Plan will be amended to allow Plan participants who are eligible for disability retirement to be eligible to receive the cost of living adjustment provided for in Act 600 effective January 1, 1993. Provided, however, that such cost of living increase shall not exceed the percentage increase in the Consumer Price Index from the year in which the police member last worked; provided, further, that in no case shall the police pension benefits exceed seventy-five (75%) percent of the salary for computing retirement benefits; and provided further, that the total cost of living increase shall not exceed thirty (30%) percent of the Participant's benefit and the cost of living adjustment shall not impair the actuarial soundness of the Pension Plan.
- D. Provided there is no cost to the Township, the maximum of retirement benefits permitted under Act 600 shall be given to those employees who qualify.
- E. The Deferred Retirement Option Program (D.R.O.P.) will be continued as part of the pension plan provided that the police pension fund is deemed actuarially sound to support such benefit, the laws of the Commonwealth continue to provide for the program and there are no costs to the township.

Section 10. Notwithstanding any other provision of this Article to the contrary, all employees hired on or after December 17, 2020 shall receive only the minimum level of benefits required by Act 600, as follows:

1. Change the compensation basis for pension benefits from gross to base pay;
2. Change the compensation averaging period from final 36 months to final 60 months;
3. Eliminate the service increment benefit;
4. Increase minimum age requirement for retirement from 50 to 55 (minimum service requirement would remain the same at 25 years);
5. Eliminate early retirement (currently 20 years of service);
6. Note, however, that all regular, full-time officers of the Township shall be vested in the Pension Program after completion of twelve (12) years of service, regardless of their date of hire;
7. Eliminate cost-of-living-adjustment increases;

8. Eliminate the In-Service Retirement Option Plan (IROP);
9. Eliminate military buyback provision.

ARTICLE XIX DRUG TESTING

All Hopewell Township police officers shall be subject to drug testing program to be agreed upon by all parties via a Drug Testing policy adopted by the Department via Lexipol.

ARTICLE XX GENERAL PROVISIONS

Section 1: The Township will consider reasonable requests to attend school. While attending school, payment to the employees shall include tuition, food, housing and travel expense.

Section 2: The Township agrees to furnish all cars with shatterproof glass or screen.

Section 3: The Township agrees to provide each shift with two P-95 particulate masks for protection against offensive odors and one mask will be placed in each car. The mask will be of a type that can be cleaned.

Section 4: Portable radios to tie into base station.

Section 5: The accredited representatives of the F.O.P are permitted to enter the Township premises during working hours, with the provision that at no such time shall such visitation rights interfere with the work requirements of any employee or the operational requirements of the Police Department or the Township.

Section 6: The F.O.P may post notices, pamphlets and memoranda on bulletin boards in areas so designated by the Township, provided that such material is signed, dated and clearly identified as to source. No such material shall be posted which is profane, obscene, or defamatory of the Township or its representatives or to any individual, nor constitute election campaign material.

Section 7: Upon request from an appropriate Township official or his designee, the F.O.P will immediately remove any notice or other writing that the Township believes violates this section.

Section 8: Each member of the Police Department must qualify with his firearm on a yearly basis through the use of a standard test as determined by the Township. The Township shall provide Twenty-Four (24) hours of firearm training to each member annually.

Section 9: The Township agrees to provide time off with pay to the F.O.P. President, Vice President and/or to the Convention Delegate in the department to attend for F.O.P. business, state F.O.P. conventions, should the business or conventions fall during the regularly scheduled work schedule of the President and/or Delegate. In the event the President, Vice President and/or

Delegate for conventions are scheduled off during the business or conventions, he shall not be paid during his days off when he attends to the business or the conventions. The total number of days off with pay provided in any year pursuant to this section to all officers, individually or as a group, shall not exceed twenty (20).

Section 10: In compliance with the 2018 U.S. Supreme Court decision in Janus v. Am. Fed'n of State, Cnty., & Mun. Emps. Council 31, 201 L. Ed. 2d 924, 138 S. Ct. 2448 (2018), the Township agrees to deduct Union membership initiation fee assessment and monthly dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Township by the Treasurer of the Union. The dues and assessments shall be deducted at the rate of 1/12th of the total assessment from each member's paycheck on the last pay of the month and shall be forwarded to the treasurer of the bargaining unit representing the police department. It is being clearly understood and agreed, however, that the Township assumes no responsibility to assure or to enforce the deduction against any employee that refuses such deduction. The Union and its members thereof individually and jointly agree to hold the Township harmless and to defend the Township, including but not limited to all costs, fees and expenses from any and all such claims whatsoever arising out of the deductions thereof including losses of same for whatever reason.

Section 11: Protective bullet proof vests shall be supplied to each officer. The vest will be replaced upon manufacturer's expiration date listed on the vest. It is mandatory that officers wear these vests during the performance of their duties.

Section 12: Tasers shall be supplied to officers on duty.

Section 13: There shall be no residency requirements for police department employees.

Section 14: A Safety Committee shall be created consisting of the Chief, Township Manager, Union Representative and one Township Commissioner. This Committee will meet every three months to discuss safety and equipment related issues.

Section 15: Each officer shall submit a beneficiary designation, on a form provided by the Township, which will designate the beneficiary who shall receive any contractual benefits that a beneficiary is legally entitled to receive under the Agreement and in accordance with applicable law.

ARTICLE XXI GRIEVANCE PROCEDURE

Section 1:

Policy: It is the policy of the Township to encourage a harmonious and cooperative relationship between its employees and to resolve employee grievances in accordance with fair and orderly procedures.

Definition: A grievance is a dispute concerning the interpretation, application, or alleged violation of a specific term or provision of this Agreement, including disciplinary demotions, disciplinary suspensions and disciplinary terminations (but excluding reprimands such as verbal or written warnings) and Heart and Lung Act benefit claims.

It is recognized that officers may preliminarily discuss any grievance with the Grievance Committee of the F.O.P. Lodge No. 26, prior to submitting a formal grievance. An employee is entitled to select the F.O.P. or its accredited representative to represent him during all steps of the grievance procedure which is as follows:

FIRST STEP - IMMEDIATE SUPERVISOR

An employee with a grievance shall discuss it with his immediate supervisor, who shall attempt to resolve the grievance to the mutual satisfaction of the employee and management within five (5) workdays of its presentation. The supervisor shall report his decision to the employee in writing. If the employee does not proceed with his grievance to the second step within the time limits prescribed in the following subsection and no extension of time is granted, the grievance shall be considered to be satisfactorily resolved.

SECOND STEP - TOWNSHIP MANAGER

If the employee is not satisfied with the disposition of his grievance after discussion with his immediate supervisor, he may submit a written appeal to the Township Manager within five (5) workdays after receiving a decision at the first step or within not less than five (5) workdays nor more than ten (10) workdays after the grievance was presented at the first step. The Township Manager, within five workdays after receiving the appeal, shall meet with the employee in an attempt to resolve the grievance. The Township Manager shall give the employee a written decision within five (5) workdays following the meeting. If the employee does not proceed with his grievance to the third step within the time limits prescribed in the following subsection and no extension of time is granted, the grievance shall be considered to be satisfactorily resolved.

THIRD STEP - TOWNSHIP COMMISSIONERS' DESIGNEE

If the employee is not satisfied with the disposition of his grievance at the second step, he may submit a written appeal to the designee of the Township Commissioners within five (5) days after receiving a decision at the second step or within not less than ten (10) workdays nor more than fifteen (15) workdays after the grievance was presented at the second step. The designee, within ten (10) workdays after receiving the appeal, shall hold a hearing at which the employee may present his grievance. The designee, within ten (10) workdays following the hearing, shall give the employee a written decision. If the employee does not proceed with his grievance to the fourth step within the time limits prescribed in

the following subsection and no extension of time is granted, the grievance shall be considered to be satisfactorily resolved.

FOURTH STEP - ARBITRATION

If the employee is not satisfied with the disposition of his grievance at the third step, he may appeal to arbitration within five (5) workdays after receiving a decision at the third step or in not less than twenty (20) workdays nor more than twenty-five (25) workdays after the grievance was presented at the third step. A request for arbitration may be initiated by the F.O.P. serving upon the Township a notice in writing or intent to proceed to arbitration. The notice shall identify the Agreement provisions in dispute, the issue(s) to be determined, and the employee or employees involved. Upon receipt of a notice requesting arbitration, the parties shall meet to select an arbitrator in accordance with the requirements of Act 111.

The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented and shall confine his decision solely to the application and interpretation of this Agreement. The decision or award shall be final and binding.

The costs of arbitration shall be affixed in the manner prescribed by Act 111. Each party shall bear the cost of preparing and presenting his own case.

Section 2: A grievance which affects a substantial number of employees may initially be presented by the F.O.P. at step three of the grievance procedure. The F.O.P. shall designate one spokesman to act as representative for the group.

Section 3: A grievance may be withdrawn by the F.O.P. or the aggrieved employee at any time and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any future grievance.

Section 4: The time limits set forth in this grievance procedure shall, unless extended by mutual written agreement of the Township and the F.O.P., be binding and any grievance not timely presented, or timely processed thereafter, shall not be considered a grievance under this Agreement and shall not be arbitrable.

ARTICLE XXII **HOPEWELL PART-TIME POLICE**

Section 1: A part-time police officer is considered an employee working less than 30 hours per week.

Section 2: Part-time officers will receive time and a half for all holidays worked. The holidays are as follows:

1. New Year's Day

2. Washington's Birthday
3. Good Friday
4. Memorial Day
5. 4th of July
6. Labor Day
7. Veteran's Day
8. Thanksgiving
9. Christmas Eve
10. Christmas Day

Section 3: Part-time officers will be paid time and a half for hours worked in excess of 8 hours in workday.

Section 4: Part-time officers will receive a clothing allowance of Two Hundred and Twenty-Five Dollars (\$225.00) per year. The Township agrees to pay this amount by April 15th of each year of the contract.

Section 5: All part time officers shall receive an hourly rate in the amount of \$21.00 as of January 1, 2023.

ARTICLE XXIII LEGALITY

Both parties hereto specifically agree that it is their intent that this Agreement, under all circumstances and in every respect, shall comply with all applicable statutes, governmental regulations and judicial decisions, and if it shall be determined by proper authority that this Agreement, or any part hereof, is in conflict with said statutes, governmental regulations or judicial decisions, this Agreement shall be automatically adjusted to comply with the referred to statutes, governmental regulations or judicial decisions.

ARTICLE XXIV SEPARABILITY

In the event any of the terms or provisions of this Agreement shall be found invalid or declared unenforceable by reason of any Federal or State statute, or Federal or State directive, rule or regulation, now in effect or hereinafter to become effective, or by reason of the decision of any court having jurisdiction, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof, unless the other terms or provisions are directly affected by the section declared invalid or unenforceable.

ARTICLE XXV
DURATION

Pursuant to the requirements of Act 111, this Agreement shall be binding upon the parties hereto, their successors and assigns from January 1, 2023 to and including December 31, 2025.

During the term of this Agreement either party may notify the other of its desire to meet to modify the terms of this Agreement, however, neither party shall be obligated to agree to any proposed changes in the said terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this
____ day of _____, 2023 intending to be legally bound thereby.

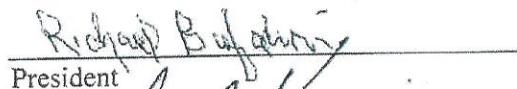
ATTEST:

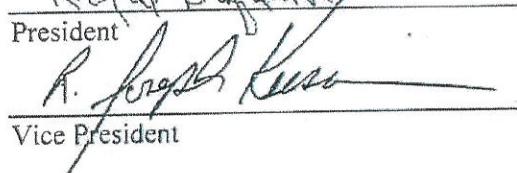
**FRATERNAL ORDER OF POLICE
ALIQUIPPA/HOPEWELL LODGE #26
REPRESENTING HOPEWELL TWP.
POLICE OFFICERS**



President VICE PRESIDENT

**HOPEWELL TOWNSHIP
BOARD OF COMMISSIONERS**



President


Vice President



**Municipal Benefits
Services**

MBS PPO 500-RX OPTION 1

On the chart below, you'll see what your plan pays for specific services. You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

Benefit	Network	Out-of-Network
	General Provisions	
Effective Date	January 1, 2021	
Benefit Period(1)	Calendar Year	
Deductible (per benefit period)		
Employee Only Plan	\$500	\$1,000
Family Plan	\$1,000	\$2,000
Plan Pays – payment based on the plan allowance	100% after deductible	80% after deductible
Out-of-Pocket Limit (Once met, plan pays 100% coinsurance for the rest of the benefit period)		
Employee Only Plan	None	\$3,000
Family Plan	None	\$6,000
Medical Total Maximum Out-of-Pocket (Includes deductible, coinsurance, copays and other qualified medical expenses, Network only)(2) Once met, the plan pays 100% of covered services for the rest of the benefit period.		
Employee Only Plan	\$3,425	Not Applicable
Family Plan	\$6,850	Not Applicable
Office/Clinic/Urgent Care Visits		
Retail Clinic Visits & Virtual Visits	100% after \$20 copayment	80% after deductible
Primary Care Provider Office Visits & Virtual Visits	100% after \$20 copayment	80% after deductible
Specialist Office & Virtual Visits	100% after \$20 copayment	80% after deductible
Virtual Visit Originating Site Fee	100% after deductible	80% after deductible
Urgent Care Center Visits	100% after \$20 copayment	80% after deductible
Telemedicine Service(3)	100% after \$10 copayment	Not Covered
Preventive Care(4)		
Routine Adult		
Physical exams	100% (deductible does not apply)	Not Covered
Adult immunizations	100% (deductible does not apply)	80% after deductible
Routine gynecological exams, including a Pap Test	100% (deductible does not apply)	80% (deductible does not apply)
Mammograms, annual routine	100% (deductible does not apply)	80% after deductible
Mammograms, medically necessary	100% (deductible does not apply)	80% after deductible
Diagnostic services and procedures	100% (deductible does not apply)	80% after deductible
Routine Pediatric		
Physical exams	100% (deductible does not apply)	Not Covered
Pediatric immunizations	100% (deductible does not apply)	80% (deductible does not apply)
Diagnostic services and procedures	100% (deductible does not apply)	80% after deductible
Hospital and Medical/Surgical Expenses (including maternity)		
Hospital Inpatient	100% after deductible	80% after deductible
Hospital Outpatient (Non-Surgical)	100% after deductible	80% after deductible
Outpatient Surgery	100% after deductible	80% after deductible
Maternity (non-preventive facility & professional services) including dependent daughter	100% after deductible	80% after deductible
Medical Care (including inpatient visits and consultations)/Surgical Expenses	100% after deductible	80% after deductible
Emergency Services		
Emergency Room Services	100% after \$75 copayment (waived if admitted) (deductible does not apply)	
Ambulance - Emergency	100% after Network deductible	
Ambulance - Non-Emergency	100% after Network deductible	
Therapy and Rehabilitation Services (9)		
Physical Medicine	100% after \$20 copayment Limit: 20 visits/benefit period	80% after deductible
Occupational Therapy	100% after \$20 copayment Limit: 20 visits/benefit period	80% after deductible
Speech Therapy	100% after \$20 copayment Limit: 20 visits/benefit period	80% after deductible
Respiratory Therapy	100% after Network deductible	
Spinal Manipulations	100% after \$20 copayment Limit: 20 visits/benefit period	80% after deductible
Other Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	100% after deductible	80% after deductible

EXHIBIT A

Ex. A

Benefit	Network	Out-of-Network
Mental Health/Substance Abuse		
Inpatient	100% after deductible	80% after deductible
Inpatient Detoxification/Rehabilitation	100% after deductible	80% after deductible
Outpatient	100% after \$20 copayment	80% after deductible
Includes Virtual Behavioral Health Visits		
Outpatient Substance Abuse	100% after \$20 copayment	80% after deductible
Other Services		
Allergy Extracts and Injections	100% after deductible	80% after deductible
Autism Spectrum Disorder Including Applied Behavior Analysis(6)	100% after deductible	80% after deductible
Assisted Fertilization Procedures		Not Covered
Dental Services Related to Accidental Injury	100% after deductible	80% after deductible
Diagnostic Services		
Advanced Imaging (MRI, CAT, PET scan, etc.)	100% after deductible	80% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical lab/pathology, allergy testing)	100% after deductible	80% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	100% after deductible	80% after deductible
Home Health Care	100% after deductible	80% after deductible
Home Infusion Therapy		100% after Network deductible
Hospice	100% after deductible	80% after deductible
Infertility Counseling, Testing and Treatment(6)	100% after deductible	80% after deductible
Private Duty Nursing		100% after Network deductible
Skilled Nursing Facility Care	100% after deductible	80% after deductible Limit: 100 days/benefit period
Transplant Services	100% after deductible	80% after deductible
Precertification Requirements(7)		Yes
Prescription Drugs		
Prescription Drug Deductible		
Individual	None	Not applicable
Family	None	Not Applicable
Prescription Drug Total Maximum Out-of-Pocket (Includes deductible, coinsurance, copays and other qualified prescription drug expenses, Network only) (2) Once met, the plan pays 100% of covered services for the rest of the benefit period.		
Employee Only Plan	\$3,425	Not Applicable
Family Plan	\$6,850	Not Applicable
Prescription Drug Program(8)		
Soft Mandatory Generic		Retail Drugs (31/60/90-day Supply) \$8/\$16/\$24 generic copayment
Defined by the National Plus Pharmacy Network - Not Physician Network Prescriptions filled at a non-network pharmacy are not covered.		\$30/\$60/\$90 formulary brand copayment \$55/\$110/\$165 non-formulary copayment
Your plan uses the Comprehensive Formulary with an Incentive Benefit Design.		Maintenance Drugs through Mail Order (90-day Supply) \$16 generic copayment \$60 formulary brand copayment \$110 non-formulary brand copayment

This is not a contract. This benefits summary presents plan highlights only. Please refer to the policy / plan documents, as limitations and exclusions apply. The policy / plan documents control in the event of a conflict with this benefit summary.

- 1) Your group's benefit period is based on a Calendar Year which runs from January 1 to December 31.
- (2) The Network Total Maximum Out-of-Pocket (TMOOP) is mandated by the federal government, TMOOP must include deductible, coinsurance, copays, prescription drug cost share and any qualified medical expense.
- (3) Services are provided for acute care for minor illnesses. Services must be performed by an approved telemedicine provider. Virtual Behavioral health visits provided by an approved telemedicine provider are eligible under the Outpatient Mental Health/Substance Abuse benefit.
- (4) Services are limited to those listed on the Preventive Schedule (Women's Health Preventive Schedule may apply.)
- (5) Coverage for eligible members to age 21. After initial analysis, services will be paid according to the benefit category (e.g. speech therapy). Treatment for autism spectrum disorders does not reduce visit/day limits.
- (6) Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.
- (7) Medical Management & Policy (MM&P) must be contacted prior to a planned inpatient admission or within 48 hours of an emergency or maternity related inpatient admission. Be sure to verify that your provider is contacting MM&P for precertification. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, you will be responsible for payment of any costs not covered.
- (8) The formulary is an extensive list of Food and Drug Administration (FDA) approved prescription drugs selected for their quality, safety and effectiveness. The formulary was developed by Pharmacy Services and approved by the Pharmacy and Therapeutics Committee made up of clinical pharmacists and physicians. All plan formularies include products in every major therapeutic category. Plan formularies vary by the number of different drugs they cover and in the cost-sharing requirements. Your program includes coverage for both formulary and non-formulary drugs at the copayment or coinsurance amounts listed above. Under the soft mandatory generic provision, when you purchase a brand drug that has a generic equivalent, you will be responsible for the brand drug copayment plus the difference in cost between the brand and generic drugs, unless your doctor requests that the brand drug be dispensed.
- (9) If you're enrolled under Highmark, PT/OT have 20 visits per separate therapy. If you're enrolled under UPMC Health Plan, PT/OT have a combined 40 visits.

