

AGREEMENT

Between

NEWTOWN TOWNSHIP, BUCKS COUNTY PENNSYLVANIA

And The

**COMMUNICATIONS WORKERS OF AMERICA
LOCAL 13000**

**For
Municipal Employees**

January 1, 2016 - December 31, 2018

**Agreement
Between
Newtown Township
and the
Communications Workers of America, Local 13000**

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- Exhibit A Salary Scale
- Exhibit B Healthcare/Prescription/Dental Plan Summaries
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- Exhibit D Individual Retirement Option Plan
- Exhibit E Old Healthcare - 2007 (co-pay reimbursement)

AGREEMENT

THIS AGREEMENT was made by and between the Township of Newtown (hereinafter called "Township" and the Communications Workers of America, Local 13000 (hereinafter called "Union").

ARTICLE 1 INTENT/PURPOSE

It is the intent and purpose of the parties to this Agreement to set forth herein the entire Agreement covering wages, hours and other terms and conditions of employment between the parties, to promote harmonious labor relations between the Township, its employees and the Union, and to provide a procedure for the peaceful resolution of all disputes between the parties.

The parties acknowledge that their paramount concern is the health, safety and welfare of Township residents through the provision of efficient, uninterrupted service. To that end, the parties agree to negotiate in good faith, to enter into written agreements evidencing the results of such negotiations, and to establish procedures to provide for the protection of the rights of the Township and the Union.

Nothing contained herein shall prevent local agreements between the Township and the Union representative; however, such agreements shall not be binding unless reduced to writing and signed by the parties in accordance with Article 27 hereof.

ARTICLE 2 RECOGNITION

The Township recognizes the Union as the exclusive collective bargaining representative of all full-time, regular part-time, nonprofessional employees including, but not limited to, clerical employees in administration, finance, emergency services, code enforcement, police, and the parks and recreation departments, custodians, and public works employees. The position of recreation program coordinator shall be deemed a bargaining unit employee.

The bargaining unit shall not include professional employees, management level employees, supervisors, first level supervisors, confidential employees, temporary employees (an employee who is filling a permanent position, because of unavailability of a permanent employee) and seasonal employees (an employee who works less than 960 hours per year). The position of Administrative Assistant to the Township Manager shall be deemed a confidential employee.

The Township will post bargaining unit positions on bulletin boards at the same time as such job position openings may be advertised or listed externally.

Nothing herein defined shall be deemed to abridge, amend, waive or in any manner modify the laws of the Commonwealth of Pennsylvania.

ARTICLE 3 MANAGEMENT RIGHTS

Except to the extent expressly abridged by a specific provision of the Agreement, the Township reserves and retains, solely and exclusively, all of its rights to manage its business and affairs.

The sole and exclusive rights of the Township which are not abridged by this Agreement shall include, but are not limited to, its rights to establish policies, practices and procedures for the conducting of its business and from time to time and to change or abolish such policies, practices or procedures; to contract or subcontract work and to establish and change work schedules and assignments, provided it does not result in the layoff of a member of the bargaining unit or in the failure to recall a laid off member of the bargaining unit unless such action is technologically necessary; to transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other reasons; to make and enforce and from time to time modify reasonable rules for the maintenance of the discipline and protection of life and property; to suspend, discharge, or otherwise discipline employees; and otherwise to take such measures as the Township may determine to be necessary for the orderly and economical operation of its business and affairs.

The list of specific rights set forth in this Section shall not be considered a restriction upon a waiver of any rights of management not listed, regardless of whether such rights have been exercised by the Township in the past. The Township retains all rights not expressly granted in this Agreement to the Union or to employees, and is not subject to any duties expressly assumed by it in this Agreement.

ARTICLE 4 PROBATIONARY PERIOD

Each newly hired employee shall be considered as a probationary employee for the first one hundred eighty (180) calendar days, after which period his or her seniority shall date back to the date of hire.

The Township reserves the right to extend the probationary period for up to a maximum of an additional ninety (90) calendar days upon prior notice to the Union. Probationary employees shall be entitled to benefits provided in this Agreement, including insurance benefits which will be provided in accordance with the eligibility terms of the applicable policy and two (2) personal days which shall be prorated as of the date of hire, until the first day of the month following completion of the probationary period. During the probationary period, employees may be terminated without recourse to the Grievance and Arbitration Procedure.

ARTICLE 5 DISCIPLINE

The Township has the right to maintain discipline and efficiency and may discharge, suspend or otherwise discipline any employee for just cause.

Except in the event of physical violence, criminal conduct or gross misconduct, the Township shall give the employee involved and the Union representative at least 24 hours' notice prior to the effective date of any suspension, demotion or discharge.

Nothing in the foregoing shall prevent the Township from immediately suspending an employee with pay from the premises or assignment pending final disposition of the case.

All employees shall be permitted to review their personnel files at least twice a year. Any adverse written entries in the personnel files should be given to the employee, who shall sign a copy acknowledging receipt of the copy. Notice of such adverse written entry will be given to the local union representative.

ARTICLE 6 HOURS OF WORK

WORK PERIODS

All full-time employees will be assigned a forty (40) hour per week work period. The regular assignments will not be in excess of eight (8) hours per day, five (5) consecutive days per week, Monday through Saturday, provided nothing contained herein, shall prevent an employee from requesting, or management assigning, an amended work schedule of forty (40) hours per week, such as four (4) ten (10) hour days.

The Township shall establish work schedules and starting times and the Township shall have the right to change such schedules from time to time. All schedule changes shall be posted at least two (2) days in advance unless such notice is not feasible for legitimate business reasons or emergency conditions (declared or non-declared).

MEAL ALLOWANCE

When an employee works overtime beyond and continuous with the regular tour for an additional tour of duty exceeding four (4) hours, the employee will be allotted a one-half hour meal period during the additional tour and the Township will either provide food for the employee or, at the Township's discretion, will provide the employee with a meal allowance in accordance with Article 11, Lodging and Meal Allowance.

LUNCH AND BREAK PERIODS

Each employee shall be entitled an unpaid lunch period of one half-hour or one hour, depending on the practice of the department to which they are assigned. Two fifteen (15) minute relief periods (not contiguous with lunch) will be granted during each shift.

All personnel who are required to work an extra shift because of an emergency, such as snow removal, shall receive a paid one-half hour break before starting the extra shift and a paid one-half hour break after four (4) hours into the extra shift.

If the additional tour of duty is expected to last more than two (2) hours, the employee shall be entitled to receive a ten (10) minute break before starting the additional tour of duty.

ARTICLE 7 OVERTIME

The Township shall pay one and one-half (1-1/2) times an employee's regular hourly rate for all hours worked in excess of eight (8) hours per day and forty (40) in a week. There shall be no duplication or pyramiding of overtime pay with any other compensation. Employees who are required to work on Christmas Eve, Christmas Day, Thanksgiving Day, and New Year's Day shall receive two (2) times the regular hourly rate.

OVERTIME DISTRIBUTION

Where practical, overtime shall be distributed equally among employees within a job classification so long as they have the skill and ability to perform the work. An overtime list shall be maintained in each department in seniority order. Overtime shifts shall be offered to employees on the list.

An employee who works an overtime shift will move to the bottom of the list. An employee who is unable or chooses not to work an overtime shift that he or she is offered will also move to the bottom of the list.

The Township will make a reasonable effort to contact employees in the order that their names appear on the list. If an employee cannot be contacted or is overlooked, he or she will be given the next available overtime shift.

In the event that insufficient qualified employees are available to work overtime, the Township reserves the right to require employees to work overtime shifts.

CALL-IN PAY

Employees who are called in to work at times outside their regular shift or work schedule shall be guaranteed two hours pay at time and one-half (1-1/2) the regular hourly rate. Call-in time shall be paid for one-half (1-1/2) hour prior to reporting for work.

Employees who are called in will make every effort to identify and perform appropriate work during the call-in period. If the call-in task(s) are completed, employees will continue to work if additional tasks are available during the call-in period.

ARTICLE 8 RESIGNATION

Any employee who fails to give fourteen (14) calendar days' written notice to his or her designated supervisor of his or her intention to voluntarily resign his or her position shall forfeit all accrued benefits except as protected by law.

ARTICLE 9 UNION REPRESENTATIVES BUSINESS

The Union may designate in writing one (1) Union representative selected from the bargaining unit. The Union may also appoint an alternate to serve as the Union representative in the absence of the Union representative.

UNION REPRESENTATIVE AUTHORITY

During Township work hours, the authority of the Union representative shall be limited to the investigation and presentation of grievances and transmission of messages from the Union to the Township. The Union representative shall not leave his job without the approval of his or her supervisor, which approval will not be unreasonably withheld.

A representative of the Union shall be permitted to enter the Township premises during working hours, after checking in at the Township Manager's office, with the provision that at no such time shall such visitation rights interfere with the work requirements of any employee, or of the operational requirements of any department or the Township.

BULLETIN BOARD POSTING OF NOTICES

The Union may post its official notices, pamphlets and bulletins on its bulletin boards in areas so designated 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 may any political material be posted, provided that this provision shall not prevent a standard format letter from the union that endorses candidates for election. The Township may remove any profane, obscene or defamatory material from the bulletin board, however a union official shall be notified of such action. The Township will supply the bulletin board.

NO LOSS OF PAY

A Union representative or members of the employee negotiating committee shall not suffer a loss of pay while attending joint Union and Township meetings.

ARTICLE 10 GRIEVANCE ARBITRATION PROCEDURE

INTENT AND PURPOSE

It is the intent of this procedure to settle grievances fairly and quickly. This is possible only when all parties to the grievance attempt to understand each other's interests. Persons responsible for answering grievances at each stage are expected to know Township rules and policies and to know their own authority and use it to its full extent in answering grievances. If there is good reason, and if agreed to by all parties, the time limits specified in the procedure may be extended in order to allow a satisfactory solution to be reached. The higher steps of the procedure are intended for cases where there is a dispute over the meaning of a policy; situations that are not covered by Township policy, or cases where following a policy would result in situations that are obviously unfair or unintended.

Neither the Township nor an employee shall enter into an agreement to resolve a grievance that shall violate the terms of this Agreement.

DEFINITION OF A GRIEVANCE

For employees covered by a collective bargaining unit, a grievance shall be defined as a dispute involving discipline or the interpretation or application of any specific provision of the Agreement. An individual or the Union representative may assert the grievance.

PROCEDURAL STEPS

Level One - Department Head

The Union representative shall present his grievance in writing, no later than twenty (20) working days after the employee knew or should have known of the event leading to the grievance, to the designated department head. The grievance shall state the problem and specify the section of the Agreement, if any, violated and shall set forth the remedy requested.

The department head will respond, in a face to face dialogue with the grievant, within ten (10) working days. If the grievance is not resolved at the informal level, the department head will respond in writing to the Union representative within an additional ten (10) working days from the initial face to face meeting. Copies of the grievance and response shall be given to the Township Manager for informational purposes.

Level Two – Township Manager

In the event no decision is rendered within ten (10) working days, or an unsatisfactory decision is rendered, the grieving party may forward the facts of the grievance in writing to the Township Manager within ten (10) additional working days. The Township Manager will meet with the appropriate Union Representative to discuss the facts giving rise to the grievance in an attempt to find a resolution, such meeting shall be held at the mutual agreement of the parties. No later than ten (10) days after such meeting, the Township Manager shall give a written response to the grievance. If a formal grievance reaches Level Two, the Board of Supervisors will be notified. All discharge grievances will be processed and beginning at Level 2. The time requirements for presenting a discharge grievance shall be as set forth in Level 1 above.

Level Three - Board of Supervisors

In the event no satisfaction is received at Level Two, the grieving party may present the grievance in writing to the Board of Supervisors within fifteen (15) working days of receipt of the Township Manager's answer. The Board of Supervisors shall answer the grievance within fourteen (14) working days of submission or two (2) days after their next scheduled meeting, whichever is later.

Level Four - Arbitration

In the event the Union does not accept the answer of the Board of Supervisors, it may, within thirty (30) calendar days of receipt of the Answer, submit the grievance to binding arbitration. The parties shall have ten (10) working days to agree upon a neutral arbitrator.

If no agreement is reached, the Union may submit the case to the American Arbitration Association for arbitration under the voluntary rules of labor arbitration. The arbitrator shall have no authority to add, modify, or alter the terms of this Agreement

ARBITRATION EXPENSES

The expenses of any arbitration shall be borne equally by the Township and the Union. Each side shall bear its own expenses with regard to presenting its case. Employees shall not be compensated for time spent in preparation for or attendance at an arbitration meeting.

REPRESENTATION AT HEARINGS

The Union representative will be present at all steps of the grievance procedure. If the Union representative is involved in a grievance, the Union representative shall be involved in all settlement negotiations.

**ARTICLE 11
WAGES**

Effective January 1, 2016, the rates of pay shall be as stated in Exhibit "A" to this Agreement. Percentage increases are set forth below:

3% January 1, 2016

3% January 1, 2017

3% January 1, 2018

In addition, employees will be eligible for a \$250 lump sum in the years 2016 and 2017. Employees have the option of receiving this payout as a lump sum less statutory deductions or choosing instead to have the \$250 placed pre-tax into their HSA account. For the year 2016, employees can have the payment placed pre-tax into their HSA account at the time they move into the high deductible health plan on March 1, 2016 or opt instead to receive the lump sum in the first pay cycle of 2016. For the year 2017 employees may also choose to have the \$250 lump sum payment placed pre-tax into their HSA account or instead have it paid to them as a lump sum. Regardless of the payout option chosen by the employee, the payment will be made into the HSA or as a lump sum in the first pay cycle of 2017.

JOB CLASIFICATIONS

The Township agrees to meet and discuss any new job classification or changes in job classifications before they are made; however, the right to designate job classifications shall remain in the sole discretion of the Township.

STEP ADVANCEMENTS

Employees shall normally advance from Step level to Step level after twelve (12) continuous months of service. The Township may, at time of hire, place an employee at a step higher than Step 1 if the Township determines that such placement is merited by the previous experience, background and training of the employee.

OUT-OF-CLASS PAY

Any full-time employee in salary scale three (3) or four (4) at Step 4, 5 or 6 may be assigned to do in-charge management work of a work crew, or may be assigned to fill in for a salaried supervisor for an entire work day, provided they have received and successfully completed training from the township in supervision of small work groups.

Employees so assigned will supervise the work of others and will be the working supervisor of the crew or assignment. Employees so assigned will receive the following out of class pay rates in addition to their regular pay:

January 1, 2016 \$3.25 per hour

If the work is performed on overtime, the premium rate will be \$3.75 per hour.

MILEAGE REIMBURSEMENT

Mileage reimbursement rates shall be those set by the Internal Revenue Service. Parking and tolls shall also be reimbursed.

LODGING AND MEAL ALLOWANCE

The Township will provide necessary lodging during an assignment. Employees will also receive a meal allowance as set forth below for a meal that is not provided while on assignment. The Township shall not pay for any alcoholic beverages.

	<u>2016-2018</u>
Breakfast	\$10
Lunch	\$14
Dinner	\$20

ARTICLE 12
INSURANCE BENEFITS

The Township will provide each eligible employee with the following benefits:

MEDICAL INSURANCE

From January 1, 2016 through February 29, 2016, the Township will continue the health insurance plan that existed in the previous collective bargaining agreement with the employees continuing to contribute the same amounts that they paid under the old agreement.

Beginning March 1, 2016, the Township will convert all employees to a high deductible health care plan. The plan will be provided through Aetna Insurance which is the same carrier that provided the previous health plan. The deductibles for the new plan will be \$2500 for single coverage and \$5000 for all other classifications of coverage.

The Township will pay 50% of the appropriate deductible through a health savings account (HSA). The Township's contribution will be \$1250 for those with single coverage and \$2500 for all other classifications of coverage. The Township's contribution will be made on an annual basis at the beginning of each calendar year. Employees will not have to contribute for the cost of the new plan but will be able to contribute through payroll deduction into their HSA any amount they choose so long as it does not exceed the then current IRS limits.

Under the new high deductible plan, employees will be reimbursed up to a maximum of seven hundred and fifty dollars (\$750) for the costs of co-pays that they would not have paid under the medical plan contained within the 2009-2011 collective bargaining agreement. This reimbursement will not come into play until the employee has satisfied his or her deductible.

The Township will make its contribution towards the deductible at the beginning of a calendar year into a Health Reimbursement Account (HRA) in lieu of its contribution into an HSA for an employee who reaches the age of 65 during a calendar year.

DENTAL INSURANCE

The Township shall provide to all eligible employees dental insurance coverage, which is substantially similar to the dental coverage presently provided to employees under the terms of the "Old Agreement". A summary of the Dental Plan is included in Exhibit "B". Effective January 1, 2013, the maximum dental plan coverage is seventeen hundred and fifty dollars (\$1750) per calendar year, and the maximum for orthodontic care coverage shall be two thousand dollars (\$2,000.00) per eligible dependent.

VISION CARE

The Township shall provide a vision plan as outlined in Exhibit "C".

HEALTH PLAN WAIVER PAYMENT OPTION

The Township will provide a health care waiver payment option for any employee who is eligible but chooses not to enroll in the medical benefits program of twenty-five percent (25%) of the annual health insurance cost for the type of employee coverage selected payable with each bi-weekly payroll. The employee must provide proof of insurance coverage under another health care plan and shall have the option to enroll in the Township plan at any time if the alternative coverage is lost.

LIFE INSURANCE

Effective January 1, 2003, the Township shall provide a group term life insurance policy of One Hundred Thousand Dollars (\$100,000) per eligible employee.

IRS SECTION 125 CAFETERIA PLAN

The Township shall institute a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, to provide for the payment of unreimbursed medical expenses, and dependent care assistance by employees on a pre-tax basis.

**ARTICLE 13
HOLIDAYS**

The following days shall be considered paid holidays for eligible employees:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

Employees shall be eligible for paid holidays provided the employee works the scheduled days before and after said holiday with the exception of scheduled vacation days and scheduled personal days. Holidays which fall on a Saturday shall be observed on the preceding Friday and holidays which fall on a Sunday shall be observed on the following Monday unless otherwise determined by the Township Manager.

**ARTICLE 14
VACATION**

ELIGIBILITY

All eligible employees hired on or before December 31, 2011 shall earn vacation according to the following schedule:

After one (1) year of service	1 week	(five 8-hour shifts)
After two (2) years of service	2 weeks	(ten 8-hour shifts)
After five (5) years of service	3 weeks	(fifteen 8-hour shifts)
After ten (10) years of service	4 weeks	(twenty 8-hours shifts)
After twenty (20) years of service	5 weeks	(twenty-five 8-hour shifts)

All eligible employees hired on or after January 1, 2012 shall earn vacation according to the following schedule:

After one (1) year of service	1 week	(five 8-hour shifts)
After two (2) years of service	2 weeks	(ten 8-hour shifts)
After seven (7) years of service	3 weeks	(fifteen 8-hours shifts)
After twelve (12) years of service	4 weeks	(twenty 8- hour shifts)
After twenty (20) years of service	5 weeks	(twenty-five 8-hour shifts)

An eligible employee in the first year of employment shall receive vacation entitlement prorated on the basis of time actually worked as of December 31st; however, the value of any vacation time taken prior to being earned shall be deducted from the employee's final paycheck in the event of separation from employment.

VACATION CREDIT

On January 1 each year, every employee will be credited with the vacation for which they become eligible any time during the year. Employees who resign or are terminated shall be paid for the prorated fraction of vacation earned but not used to date upon termination.

VACATION CARRY FORWARD/CANCELLATION

An eligible employee may carryover up to a maximum of ten (10) days of vacation that can be taken in conjunction with the employee's normal vacation to allow the employee to take up to twenty (20) days of vacation in a chosen year if the required vacation days have been carried over by the employee.

If an eligible employee wishes to carryover vacation days, he must notify the Township Manager of his intention to carryover the vacation days prior to the end of the calendar year. Otherwise the vacation days will be lost.

The Township may cancel vacation in the event of emergency.

CONFLICT WITH HOLIDAYS

When a holiday occurs during an eligible employee's vacation and the employee is regularly entitled to the holiday, the holiday shall not be counted as part of vacation time.

**ARTICLE 15
WORK SHOES**

Public Works employees will be reimbursed each calendar year for approved work shoes or boots upon presentation of a receipt for the shoes or boots as follows:

2016-2018 \$150.00

Receipts are presented to the Board of Supervisors for approval of payment on the second and fourth Wednesday of each month. The employees shall be responsible to present a receipt to their department head no later than the first or third Wednesday of the month for reimbursement on the second or fourth Thursday of the month.

**ARTICLE 16
SAFETY COMMITTEE**

There is a safety committee established to make recommendations to the Township. It will consist of a member of the Newtown Township Police Benevolent Association, one municipal employee, one firefighter and persons appointed by the Township. The Committee shall meet regularly but at least as often as quarterly.

**ARTICLE 17
PERSONAL DAYS AND BEREAVEMENT LEAVE**

PERSONAL DAYS

Each eligible employee will be granted two (2) personal days annually with pay at the employee's choosing subject to management's responsibility to maintain efficient operations. Personal leave shall be credited at the beginning of each calendar year. Requests for personal time off shall be made in advance and must be taken in no less than two (2) hour increments.

Personal time may not be carried over from year to year; however, an employee who separates from service with the Township will be paid a prorated portion of accrued personal time upon separation.

BEREAVEMENT LEAVE

Bereavement leave shall be made available to all eligible employees subject to the following provisions:

- a. Bereavement leave shall be granted as set forth in subparagraph b or c hereof.
- b. A maximum of five (5) days shall be allowed for an employee's spouse, child, mother, father, grandchild and any person residing at the employee's residence in the capacity of a common law spouse or equivalent.
- c. A maximum of three (3) days shall be allowed for an employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, or grandparents.

If additional time is needed, vacation or personal time may be used on a daily basis. Bereavement leave time shall not be counted as time worked for overtime purposes.

ARTICLE 18 SICK LEAVE/DISABILITY/MILITARY LEAVE

SICK LEAVE

Eligible employees shall be given six (6) sick leave days on January 1 of each year. Days not used may be accrued in a sick leave bank to a maximum of 15 days. Up to six (6) days may be cashed in at 50% of the employee's hourly rate on December 31st, to be paid by the second pay date in the following year. New hires will receive a pro-rata share of the annual allocation of six (6) days. The Township will not require that the annual 6-day allocation replenish the bank before cashing it out. The amount of days in the bank is up to the employee, provided the bank does not go over fifteen (15) days. Employees are encouraged to keep the maximum days in the bank.

SICK LEAVE DONATION

Eligible employees may donate one or more sick leave days to another eligible employee. Donations are voluntary and must be in writing and furnished to the Finance Director prior to the donated sick leave being taken.

REPORTING SICK LEAVE

The need for sick leave must be reported to the employee's designated supervisor no later than one-half (1/2) hour prior to the employee's starting time each day unless circumstances would prevent an employee from doing so or a prior agreement is reached with the supervisors, such as for childbirth leave. Upon return to work, an employee must present a doctor's certificate if three (3) or more consecutive workdays have been used, or if, in the opinion of the department head, the employee has been abusing the use of sick leave.

SHORT-TERM DISABILITY

Short-term disability insurance coverage is effective at calendar day eight (8) following disabilities due to illness with no waiting period for disabilities due to a non-work related injury. The employee may use accrued sick leave, personal time or vacation for disability due to illness during the waiting period.

The short-term disability insurance will pay sixty-six and two-thirds (66-2/3%) of the employee's base hourly rate for the effective period of the disability up to thirteen (13) weeks. The Township shall pay the balance of the employee's pay.

LONG-TERM DISABILITY

Effective day ninety-one (91) following the short-term disability period, long-term disability insurance shall pay sixty percent (60%) of basic monthly pay, up to \$4,000 a month. The Township will not pay the difference between sixty percent (60%) and the employee's basic monthly pay.

The Township shall continue an employee's health insurance benefit at terms in force for one (1) year from the inception date of the disability coverage. Health insurance benefits are available under COBRA law for an additional eighteen (18) months following the one (1) year period which the Township maintains the employee's health insurance.

MILITARY LEAVE

Any eligible employee ordered to military duty shall be granted a leave of absence under the terms of the Uniformed Services Employment and Reemployment Rights Act.

Any eligible employee who is a member of a military reserve component and has mandatory training obligation, shall be granted a maximum of fifteen (15) days leave each calendar year. During said tours of duty, the Township shall continue to pay the employee, provided that the employee turns over his military pay to the Township for those days he would have worked.

ARTICLE 19 LEAVE WITHOUT PAY

The Township Manager may grant leaves of absence without pay for personal reasons. Leaves of absence without pay shall be deducted from the employee's term of service for the purpose of calculating seniority.

ARTICLE 20 RETIREMENT BENEFITS

PENSION BENEFITS

The Township shall provide employees hired on or before December 31, 2011 with the retirement benefits set forth in the Newtown Non-Uniform Pension Plan.

Effective November 19, 2003, the plan was amended to lower the retirement age to sixty-two (62) and the benefit calculation for normal retirement benefits to 2.0% of the participant's final monthly average compensation.

INDIVIDUAL RETIREMENT OPTION PLAN (IROP)

Effective no later than July 31, 2003, the Township shall implement an individual retirement option plan (IROP) as an added benefit for all eligible employees as set forth in Exhibit "D" attached upon employment. This plan will amend the non-uniformed employees' pension plan ordinance by mutual consent of the parties.

SECTION 457 DEFERRED COMPENSATION

Effective January 1, 2016, and for each succeeding year of this agreement, the Township will match each dollar of an employee's contribution to the Township's IRS Section 457 Deferred Compensation Plan up to a maximum of 4% of an employee's base wages if the employee was hired on or before December 31, 2011.

Employees hired on or after January 1, 2012 will be eligible to contribute to the Plan, but will not receive the benefit of a Township matching contribution.

SECTION 401(a) PLAN

Employees who were hired on or after January 1, 2012 shall be eligible to participate in the Township's 401(a) plan by making a 5% contribution of their gross salaries to the plan. The Township will match the employee's qualifying contribution. The Township's match will be subject to a five (5) year vesting requirement.

ARTICLE 21

JURY DUTY

An employee required to serve on jury duty will be excused with pay for the time lost as a result of such jury duty, provided that he or she submits all jury duty compensation to the Township and provides satisfactory evidence of serving on the jury.

**ARTICLE 22
EMERGENCY SERVICE**

Employees who have approved Firefighters, EMT or Hazardous Materials Training and make themselves available for service on an approved Ambulance Squad or Fire Company in connection with providing services to Newtown Township, may be excused by the Township Manager to respond to emergencies in support of the ambulance squad and/or the fire company and shall be entitled to a five hundred (\$500.00) dollar bonus at the end of the year. To qualify for a bonus, the employee must respond to at least 40% of all off-duty call-ins and maintain required training as certified by the respective chief.

**ARTICLE 23
OUTSIDE EMPLOYMENT**

Employees may not engage in outside employment which might in any way create a conflict of interest, hinder their objectives and impartial performance of their public duties, embarrass the Township or impair their efficiency on the job. Employees who obtain outside employment shall give the Township Manager notice of the outside employment. Said notice shall be kept confidential except in any proceeding to enforce this section of the Contract.

**ARTICLE 24
UNION SECURITY**

UNION DUES

All personnel who are Union eligible under the terms of this Agreement shall after thirty (30) days of employment with the Township, pay bi-weekly to the Union, a fee equal to the dues paid by its members in accordance with the Pennsylvania Public Employer Fair Share Fee Law. Neither party to this Agreement may compel or discourage membership. Upon presentation to the Township of a card signed by an employee authorizing it to do so, the Township will deduct monthly membership dues required by the Union and will transmit such dues money to the Union with employee name, address and Social Security number. The Union shall indemnify and hold the Township harmless against any and all claims,

demand, suits or liabilities that shall arise out of or by reason of any deduction of dues made in accordance herewith or other action taken by the Township in reliance upon the list, notices or authorizations furnished to it by the Union. Once dues are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

UNION BUSINESS LEAVE

Employees selected by the Union, as Union representatives will be allowed a maximum of ten (10) days of excused time for Union business.

UNION MEMBERSHIP

All employees who have joined the Union or who join the Union in the future shall remain members thereof for the duration of this Agreement, except that an employee who has joined the Union may resign his membership therein during the period of fifteen (15) days prior to the expiration date of this Agreement.

The Township agrees that all employees who are presently members of the Union shall be subject to the "maintenance of membership" provisions as defined in Article III, Subsection 18 of the Public Employe Relations Act, Act 195, except, however, that those employees who are promoted to a non-union position shall not be covered by this Agreement.

ARTICLE 25 SENIORITY

An employee's seniority date shall be the last date of hire with the Township. Seniority shall govern employee vacation requests with senior employees having preference over junior employees. The Township will post the seniority list for members of the bargaining unit on a bulletin board. A copy of the list will be sent to the Union along with notice of any changes.

LAYOFFS

In the event the Township deems it necessary to reduce the work force, it will provide the Union and the employee(s) involved with a fourteen (14) day notice of its intention to do so. The notice will include the number of employees to be reduced in each job classification. If the Union wishes to meet during this period to discuss alternatives to the reduction, the Township Manager will honor such request to meet.

When a layoff occurs, the Township will lay off the most junior employee(s) in the classification where the reduction is to occur.

RECALL

In the event the Township recalls an employee(s), such recall will be by job classification such that the most senior laid off employee from that classification will be the first to be recalled. Employees will have recall rights for a period of two (2) years from the time of their layoff.

ARTICLE 26 PAC PAYROLL DEDUCTION

The Township will make collection of CWA Local 13000 PAC funds bi-weekly through payroll deduction from employee's pay upon receipt of a written authorization form signed by the individual employee and delivered by the Union to the Township. The Township also agrees to remit the amounts so deducted to the designated representative of the Union and to furnish the Union one (1) copy of the list of employees for whom such deductions have been made and the amount of each deduction. The Township also agrees to furnish the Union one (1) copy of a list of employees for whom no deductions have been made.

The Union agrees to hold harmless and indemnify the Township against liabilities resulting from the process of PAC collection from the employees and subsequent transfer to the Union.

**ARTICLE 27
EFFECT OF AGREEMENT**

The express terms of this Agreement constitute the full and complete Agreement between the Township and the Union, and there shall be no agreements, conditions or understandings, either oral or written, other than as set forth herein. It is agreed that no amendment, change or addition to this Agreement shall be binding upon either party hereto unless reduced to writing and signed by authorized representatives of both parties.

In addition to the terms of the Agreement, the parties recognize that certain terms and conditions are set forth in the personnel policy manual of the Township.

The parties also acknowledge that during the negotiations which resulted in this Agreement, each had the opportunity to make demands or proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and neither side shall have the obligation to bargain on any other item for the life of this Agreement. In the event any provision of this Agreement is or shall be at any time declared to be contrary to law, all other provisions of this Agreement shall continue in full force and effect.

**ARTICLE 28
STRIKE/LOCKOUT PLEDGE**

Neither the Union nor any employees shall engage in any strike, sympathy strike, work stoppage, walk out, slow down, sit down, sit-in, collective refusal to work overtime, cessation or stoppage or interruption of work, boycott, refusal to cross an informational picket line (provided that the employee's personal safety is not jeopardized) or other interference with the operations of the Township, nor shall they prevent or attempt to prevent the access of any person to the Township's facilities for any reason whatsoever, or interfere or attempt to interfere with the Township's provision of services to its residents during the life of this Agreement. No employee shall refuse to cross a picket line except for those employees who are engaged in a non-prohibited strike as defined by the Public Employe Relations Act.

The Township agrees that there shall be no lockouts during the life of this Agreement.

The Union shall not authorize, assist, encourage, participate, sanction, ratify, condone or lend support to any of the actions specified above. Should any such action occur, the Union shall, within two (2) hours of a request by the Township, publicly disavow such action by the employees, notify each and every individual employee of its disapproval of such action and that such conduct is unlawful, and instruct each employee to cease such action and to return to work immediately.

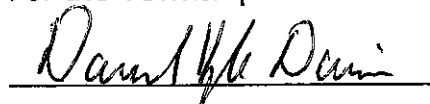
If any employee engages in activity prohibited by this Article, the Township may resort to courts of competent jurisdiction or the Grievance Procedure set forth in Article 10. The right of the Township to seek injunctive relief in Court against any action in breach of this Article without prior submission to the Grievance and Arbitration Procedure of Article 10 is expressly recognized by the Union.

**ARTICLE 29
DURATION**

This Agreement shall be in full force and effect from its date of adoption, superseding the agreement which by its terms was to expire on December 31, 2015, between the parties and shall be in effect through December 31, 2018 and shall remain in effect from year to year thereafter unless either party shall notify the other party at least one hundred eighty (180) calendar days prior to the expiration date of this Agreement of its desire to terminate this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seal the date and year first written above.

For the Township:

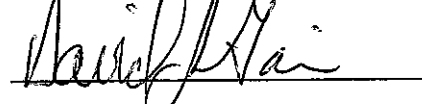


Chairman, Board of Supervisors

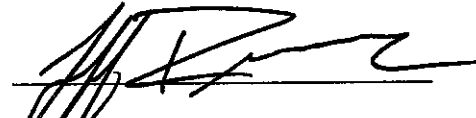


Township Manager

For the Union:



Unit 25 President



Executive Vice President

"Exhibit A"

Salary Scale 1 – Municipal Services Secretary/Account Clerk/Custodian/Program Coordinator						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2015	\$ 17.20	\$ 17.99	\$ 19.55	\$ 21.00	\$ 21.64	\$ 23.37
2016	\$ 17.72	\$ 18.53	\$ 20.14	\$ 21.63	\$ 22.29	\$ 24.07
2017	\$ 18.25	\$ 19.09	\$ 20.74	\$ 22.28	\$ 22.96	\$ 24.79
2018	\$ 18.79	\$ 19.66	\$ 21.36	\$ 22.95	\$ 23.65	\$ 25.54

Salary Scale 2 – Account Clerk II, Administrative Assistant						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2015	\$ 18.91	\$ 20.55	\$ 22.08	\$ 22.77	\$ 23.35	\$ 25.80
2016	\$ 19.48	\$ 21.17	\$ 22.74	\$ 23.45	\$ 24.05	\$ 26.57
2017	\$ 20.06	\$ 21.80	\$ 23.42	\$ 24.16	\$ 24.77	\$ 27.37
2018	\$ 20.66	\$ 22.46	\$ 24.13	\$ 24.88	\$ 25.52	\$ 28.19

Salary Scale 3 - Accountant						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2015	\$ 19.68	\$ 21.34	\$ 22.87	\$ 23.57	\$ 24.11	\$ 26.57
2016	\$ 20.27	\$ 21.98	\$ 23.56	\$ 24.28	\$ 24.83	\$ 27.37
2017	\$ 20.88	\$ 22.64	\$ 24.26	\$ 25.01	\$ 25.58	\$ 28.19
2018	\$ 21.50	\$ 23.32	\$ 24.99	\$ 25.76	\$ 26.35	\$ 29.03

Salary Scale 4 – Maintenance/ Mechanic						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2015	\$ 20.42	\$ 21.37	\$ 23.25	\$ 24.97	\$ 25.72	\$ 27.56
2016	\$ 21.03	\$ 22.01	\$ 23.95	\$ 25.72	\$ 26.49	\$ 28.39
2017	\$ 21.66	\$ 22.67	\$ 24.67	\$ 26.49	\$ 27.29	\$ 29.24
2018	\$ 22.31	\$ 23.35	\$ 25.41	\$ 27.29	\$ 28.10	\$ 30.12

Annual Rates

Salary Scale 1 - Municipal Services Secretary/Account Clerk/Custodian/Program Coordinator						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2015	\$35,776.00	\$37,419.20	\$40,664.00	\$43,680.00	\$45,011.20	\$48,609.60
2016	\$36,857.60	\$38,542.40	\$41,891.20	\$44,990.40	\$46,363.20	\$51,563.20
2017	\$37,960.00	\$39,707.20	\$43,139.20	\$46,342.40	\$47,756.80	\$51,563.20
2018	\$39,083.20	\$40,892.80	\$44,428.80	\$47,736.00	\$49,192.00	\$53,123.20

Salary Scale 2 - Account Clerk II, Administrative Assistant						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2015	\$39,332.80	\$42,744.00	\$45,926.40	\$47,361.60	\$48,568.00	\$53,664.00
2016	\$40,518.40	\$44,033.60	\$47,299.20	\$48,776.00	\$50,024.00	\$55,265.60
2017	\$41,724.80	\$45,344.00	\$48,713.60	\$50,252.80	\$51,521.60	\$56,929.60
2018	\$42,972.80	\$46,716.80	\$50,190.40	\$51,750.40	\$53,081.60	\$58,635.20

Salary Scale 3 - Accountant						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2015	\$40,934.40	\$44,387.20	\$47,569.60	\$49,025.60	\$50,148.80	\$55,265.60
2016	\$42,161.60	\$45,718.40	\$49,004.80	\$50,502.40	\$51,646.40	\$56,929.60
2017	\$43,430.40	\$47,091.20	\$50,460.80	\$52,020.80	\$53,206.40	\$58,635.20
2018	\$44,720.00	\$48,505.60	\$51,979.20	\$53,580.80	\$54,808.00	\$60,382.40

Salary Scale 4 - Maintenance/Mechanic						
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2015	\$42,473.60	\$44,449.60	\$48,360.00	\$51,937.60	\$53,497.60	\$57,324.80
2016	\$43,742.40	\$45,780.80	\$49,816.00	\$53,497.60	\$55,099.20	\$59,051.20
2017	\$45,052.80	\$47,153.60	\$51,313.60	\$55,099.20	\$56,763.20	\$60,819.20
2018	\$46,404.80	\$48,568.00	\$52,852.80	\$56,763.20	\$58,448.00	\$62,649.60

EXHIBIT "B"
**SUMMARY OF MEDICAL INSURANCE AND
PRESCRIPTION DRUG PLANS AND DENTAL PLAN**

Delaware Valley Health Trust

Newtown Township

Effective March 1, 2016

HDPH PPO HSA \$2,500/\$5,000, 70% out of network with a \$10 generic/\$30 brand/\$60 non-formulary after deductible pharmacy benefit

	In Network	Out of Network
Deductible	\$2,500 single/\$5,000 family	\$5,000 single/\$10,000 family
Out of Pocket Maximum	\$6,600 single/\$13,200 family	\$10,000 single/\$20,000 family
Primary Care Physician	\$25 copay, after deductible	70%, after deductible
Primary Care Services at Health Trust Center	\$0 copay,**	
Specialist Office Visit	\$50 copay, after deductible	70%, after deductible
Preventive Care*	\$0 copay, no deductible*	70%, after deductible
Routine GYN exam	100%, no copay, no deductible	70%, No deductible
Pediatric immunizations	100%, no copay, no deductible	70%, No deductible
Mammography (age 40 and over)	100%, no copay, no deductible	70%, No deductible
Outpatient surgery	100%, after deductible	70%, after deductible
Hospitalization	100%, after deductible	70%, after deductible
Emergency Room Copay	\$200 copay, after deductible.	Waived if admitted.
Maternity	Inpatient hospitalization 100%, after deductible. Prenatal and postnatal care \$50 copay, after deductible, first visit only	70%, after deductible
Physical/Occupational/Speech Therapy	\$50 copay, after deductible. Up to 60 visits per calendar year combined for all therapies. Visits combined in and out of network	70%, after deductible. Visits combined in and out of network
Outpatient lab/pathology	\$50 copay, after deductible	70%, after deductible
Outpatient radiology/x-ray	\$50 copay, after deductible	70%, after deductible
MRI/MRA, CT and PET Scans	\$100 copay, after deductible	70%, after deductible
Chiropractic Care	\$50 copay, after deductible	70%, after deductible
Mental Health Services	Inpatient hospitalization 100%, after deductible. Outpatient \$50 copay, after deductible	70%, after deductible
Substance Abuse	Inpatient hospitalization 100%, after deductible. Outpatient \$50 copay, after deductible	70%, after deductible

Delaware Valley Health Trust

Newtown Township

Effective March 1, 2016

HDHP PPO HSA \$7,500/\$5,000, 70% out of network with a \$10 generic/\$30 brand/\$60 non-formulary after deductible pharmacy benefit

Benefits	Out of Network	
	In Network	Out of Network
<i>Home Health Care</i>	100%, after deductible. Up to 120 visits per calendar year. Visits combined in and out of network	70%, after deductible. Visits combined in and out of network
<i>Hospice Care</i>	100%, after deductible	70%, after deductible
<i>Skilled Nursing Facility</i>	100%, after deductible. Up to 120 days per calendar year. Combined in and out of network	70%, after deductible. Combined in and out of network
<i>Durable Medical Equipment</i>	100%, after deductible	70%, after deductible
<i>Prescription Drug Copay</i>	\$3 select generics dispensed at health trust center/\$10 generic / \$30 brand/\$60 non-formulary, after deductible. Up to a 30 day supply.**	70% of recognized charges
<i>Mail order copay</i>	\$20 generic / \$60 brand/\$120 non-formulary after deductible. Up to a 90 day supply.	Not covered

Delaware Valley Health Trust

Newtown Township

Value-Added Benefits

<i>Health Club Membership Reimbursement - now including race reimbursement</i>	A \$250 employee/\$250 spouse. 100 visits per rolling calendar yr. This includes race reimbursement. This is a benefit through the Trust office.
<i>Employee Assistance Program</i>	An employee Assistance Program offered through Human Management Services. This is a confidential, integrated counseling and referral service available to employees and eligible dependents.
<i>Member Wellness Program</i>	A voluntary, incentive paid, program sponsored by the Trust that focuses on 5 high-risk areas - high cholesterol, diabetes, hypertension, weight management, and smoking cessation.
<i>Weight Management Reimbursement Program</i>	Member and covered spouses are eligible to receive a reimbursement up to \$250, based on program fees, for attending a hospital based weight management program
<i>Colonoscopy Incentive</i>	The Delaware Valley Health Trust will pay an incentive of \$150 to covered members age 50 years and over (or age 40 and older with a family history of colorectal cancer) for completing a preventative colonoscopy.
<i>Women's Health Initiative</i>	DVHT provides cash incentives to eligible female participants who obtain preventative breast and cervical cancer screenings.
<i>On-Site Biometric Screening</i>	Confidential on-site medical screening designed to educate members on their personal health risk factors and to help them take the next step towards proactive health management. Participants receive a personal wellness profile, lab profile, blood chemistry, and confidential post-screen consultation by a program nurse. Upon completion, participants are eligible to receive a \$50 incentive. This program requires a minimum of 35 participants.
<i>Weight Watchers At Work Program *</i>	On-site weight education and management program offered during the lunch hour. Participants are reimbursed the registration fee after completing the 10-week program. This program requires a minimum of 20 participants
<i>COBRA Administration</i>	As both a risk management and time-saving measure, the Trust contracts with CONEXIS for comprehensive COBRA administration services. CONEXIS monitors DOL regulatory requirements, handles all employee notifications, tracks elections, and processes premium billing for all subscribers electing to continue Trust medical or dental benefits.

Deductible Reimbursement reflects 100% utilization of maximum employer funding of 50% of the deductible

Plans are subject to change based on finalization of healthcare reform

*Preventive services as defined by Federal Mandate and procedure code

Plan designs subject to review by Aetna's Standards Management Unit

**Please note - under this type of plan arrangement a \$30 copay will apply for non-preventive care services prior to the plan deductible being met. A \$3 copay will apply for select generic medications prior to the plan deductible being met.

Plan Benefit Highlights for: Newtown Township

Group No: 09463-00002 & 02999 Effective Date: 8/1/2012

Eligibility	Primary enrollee, spouse and eligible dependent children to the end of the month they reach age 26 regardless of student or marital status.
Deductibles	\$25 per person / \$25 per family each calendar year
Deductibles waived for Diagnostic & Preventive (D & P)?	Yes
Maximums	\$1,750 per person each calendar year
D & P counts toward maximum?	Yes

Benefits and Covered Services	Delta Dental PPO dentists**	Non-PPO dentists** (Delta Dental Premier® & Non-Delta Dental Dentists)
Diagnostic & Preventive Services Exams, cleanings, x-rays, sealants	100 %	100 %
Basic Services Fillings and posterior composites	80 %	80 %
Endodontics (root canals)	80 %	80 %
Periodontics (gum treatment)	80 %	80 %
Oral Surgery	80 %	80 %
Major Services Crowns, inlays, onlays and cast restorations	50 %	50 %
Prosthodontics Bridges and dentures, implants	50 %	50 %
Orthodontic Benefits adults and dependent children to the end of the month of their 19 th birthday or to end of the month of their 26 th birthday if a full-time student	50 %	50 %
Orthodontic Maximums	\$ 2,000 Lifetime	\$ 2,000 Lifetime

Delta Dental PPOSM
Benefit Highlights

* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental maximum contract allowances and not necessarily each dentist's submitted fees.

** Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and 90th percentile for non-Delta Dental dentists.

Delta Dental of Pennsylvania
One Delta Drive
Mechanicsburg, PA 17055

Customer Service
800-932-0783
(Business Hours: 8 am to 8 pm ET)

Claims Address
P.O. Box 2105
Mechanicsburg, PA 17055-2105

deltadentalins.com

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefits representative.

EXHIBIT "C"
SUMMARY OF VISION PLAN



EXHIBIT "C"

Expert Solutions. Exceptional Service.

NEWTOWN TOWNSHIP

VBA #5513

Proposed through: DVHT
ZERO COPAYMENT PROGRAM

EFFECTIVE 3/1/16

FREQUENCY OF SERVICE DEPENDENT AGE 26

	Employee	Spouse	Children
Vision Exam	12 Months	12 Months	12 Months
Lenses	12 Months	12 Months	12 Months
Frames	24 Months	24 Months	24 Months

BENEFITS: Employee can select either:

	VBA Participating Provider	Non-Participating Provider
	Amount Covered/Benefit	Amount Reimbursed
Vision Exam (For Glasses)	100%	\$40
Clear Standard Lenses (Pair):		
Single Vision	100%	\$40
Bifocal	100%	\$60
Blended Bifocal	100%	\$60
Trifocal	100%	\$80
Progressives ^D	Controlled Cost	\$80
Lenticular	100%	\$120
Polycarbonate ^C	100%	N/A
Scratch Coat-1 Yr	100%	N/A
Frame^B	100%	\$50
-OR-		
Contacts (selected in lieu of eyeglass benefits listed above)		
Elective Contacts ^E	\$160	\$160
Medically Required Contacts	UCR ^A	\$320
Low Vision Aids (Per 24 Months. No Lifetime Max) ^A	UCR ^A	\$650

A Usual, Customary, and Reasonable as determined by VBA.
 B Within the program's \$50 wholesale allowance (approximately \$125 to \$150 retail).
 C Available In-Network at no charge for children under age 19.
 D Progressive lenses typically retail from \$150 to \$400, depending on lens options. VBA's controlled costs generally range from \$45 to \$175.
 E The contact allowance is applied to all services/materials associated with contact lenses. This includes, but not limited to, contact exam, fitting, dispensing, cost of the lenses, etc. No guarantee the contact allowance will cover the entire contact cost (materials/services).

"EXHIBIT D"

NEWTOWN TOWNSHIP MUNICIPAL PENSION

INDIVIDUAL RETIREMENT OPTION PLAN

The Township agrees, with the cooperation of the Communication Workers of America, Local 13000 (Union), to create, maintain and operate a separate Individual Retirement Option Plan (IROP) Program, consistent with and not in violation of, applicable IRS statutory and regulatory provisions, and all provisions of Pennsylvania Act 600 and Pennsylvania Act 205 effective as of March 15, 2003.

The IROP Program shall be an optional retirement program in which an eligible member of the municipal pension plan may elect to participate, deferring receipt of normal retirement benefits while continuing employment with the Township of Newtown without the loss of any other employee benefits. The IROP Program is designed to allow an eligible employee to accumulate a lump sum cash amount for retirement without affecting his or her normal monthly retirement benefit as of the date that he or she becomes an IROP Program participant. Under IROP, the eligible employee effectively makes a decision to "retire" with respect to the municipal pension plan only, yet continues to work as an active employee.

The IROP Program shall be implemented under the following terms and conditions:

1. **Eligibility:** Any eligible non-uniformed employee of Newtown Township who has fulfilled the age and service requirements for retirement as set forth above shall be eligible to participate in the IROP program at his or her option in conformance with this Agreement and after providing at least thirty (30) days written notice to the Employer.
2. **Entry into IROP:** Election to participate by an eligible employee shall be made on any date following the date on which the employee fulfills the minimum age and service requirements for retirement under the municipal pension plan. Once an eligible employee commences participation in the IROP Program, he or she may not choose to end participation in the IROP Program and resume contributions to the pension plan.
3. **Request to Enter and Enrollment Forms:** Election to participate shall be made by completing the required request and enrollment forms, which shall show the entry date into the IROP Program and the deferred retirement date for the term chosen by the eligible employee. The deferred retirement date shall not exceed sixty (60) months from the date of enrollment or entry into the IROP Program.

4. **The Length of the IROP:** The IROP term shall be for a period of no more than sixty (60) months from the date of entry. Termination of participation in the IROP Program shall take place:

- a. At the end of the sixty (60) month period, or at any other time prior if the eligible participant chooses to end his or her participation earlier than sixty (60) months; or
- b. If the sixty (60) month time limit is extended in future Collective Bargaining Agreements, any member participating in the IROP Program at that time may at his or her option extend the IROP participation period to that allowed under the then current Agreement; or
- c. If the participant is terminated from employment for reasons set forth under applicable Pennsylvania law.

5 **Retirement Status and Pension Contributions:** Once enrolled in the IROP Program, the participant shall be retired under the municipal pension plan for the purpose of calculating pension benefits, unless otherwise prescribed herein, but not for the purpose of employment with the Newtown Township. The IROP participant shall continue to receive all employee benefits and programs as set forth in this Agreement. Once an eligible employee enters the IROP Program, he or she shall no longer be required to make any contributions to the municipal pension fund.

6 **Retirement Rate:** Payments to IROP accounts will be made at the participant's normal retirement monthly benefit amount.

7 **Administration:** IROP accounts shall be administered by an investment manager who shall be selected and agreed upon by both the Township and the Union. All IROP accounts shall receive the rate of return experienced by the IROP Fund during the participant's IROP period.

8 **Disability Issues:** If, while an eligible employee is enrolled in IROP and he or she is injured while on duty, to the extent that he or she is permanently disabled from performing work for Newtown Township as a result of that service-connected disability, the employee shall be retired on the basis of a service-connected disability at the then current normal monthly retirement benefit.

9 **Survivorship Options:** If an IROP participant dies during his or her participation period, all funds in that participant's account shall be disbursed to the participant's beneficiary or beneficiaries listed in the IROP contract. If the IROP participant dies after receiving the IROP account funds, further disbursements or disposition of those funds shall be determined by the deceased participant's Last Will and Testament and/or applicable state and federal estate laws.

10. **Conflict with Existing Laws:** If, after the IROP plan is instituted, an agency of the Commonwealth of Pennsylvania issues an official opinion holding that this IROP plan is in conflict with Pennsylvania law, the Township and the Union agree to meet within thirty (30) days to discuss such opinion and bring the IROP Plan into compliance with applicable law, if possible; or, if no agreement can be reached or if there is a dispute as to the validity of the official opinion, either or both parties may submit the dispute to the Court of Common Pleas of Bucks County for a declaratory judgment. If the IROP plan cannot be brought into compliance with Pennsylvania law, it shall be terminated subject to any constitutionally vested rights of the participants. It is the intention of the parties that the IROP Program will only be terminated if a final determination is made that the program cannot be brought into compliance with applicable Pennsylvania law.

EXHIBIT "E"

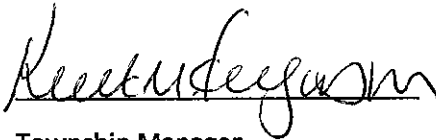
**Delaware Valley Health Insurance Trust
(OLD)Newtown Township Medical Benefits Plan Summary (2007)**

Effective May 1, 2007	DVHIT PPO \$10, \$25, ER 80% out of network with a \$10 generic/\$15 brand pharmacy benefit	
	In-Network	Out-Of-Network
Primary Care Physician	\$10 Copay	80% after Deductible
Specialist Office Visit	\$10 Copay	80% after Deductible
Routine OB-GYN Exam/PAP	100% no Copay	80% No Deductible
Pediatric Immunizations	100% no Copay	80% No Deductible
Mammography (age 40 and over)	100% no Copay	80% No Deductible
Chiropractic Care	\$15 Copay	80% after Deductible
Outpatient Surgery	100% no Copay	80% after Deductible
Hospitalization	100% no Copay	80% after Deductible
Outpatient Lag X-Ray and Radiology	100% no Copay	80% after Deductible
Chemo/Radiation and Renal Dialysis Therapy	100% no Copay	80% after Deductible
Emergency Room Copay (waived if admitted)	\$25 copay	\$25 copay
Maternity (1st visit only)	\$10 copay	80% after Deductible
Physical/Occupational/Speech Therapy	\$15 copay	80% after Deductible
Hospice/home-health	100% no Copay	80% after Deductible
Skilled Nursing Facility	100% no Copay	80% after Deductible
Outpatient private duty nursing	100% no Copay	80% after Deductible
Mental Health Services	Inpatient 100% no copay, 30 days per cal. Yr. Outpatient \$10 copay, up to 60 visits per cal yr. Combined in and out of network.	Inpatient 80% after deductible, up to 30 days per cal yr. Outpatient 80% after deductible, up to 60 visits per cal. Yr. Combined in and out of network
Substance Abuse	Inpatient 100% no copay, 30 days per cal. Yr. Inpatient rehabilitation 100% no copay. Detoxification 7 days per admission. Outpatient no copay, 30 visits per cal. Yr.	Inpatient 80% after deductible, up to 30 days per cal yr. 90 days lifetime. Outpatient 80% after deductible, up to 30 visits per yr. Combined in and out of network
Durable medical Equipment	100% no Copay	80% after Deductible
Bi-Annual Vision Exam Benefit	100% after \$10 Copay	No Coverage
Lens Reimbursement	\$150 every 24 month	
Prescription Drug Copay	\$10 generic/\$15 brand Up to 30 days retail	80% after Deductible
Mail order Copay	\$20 generic/\$30 brand up to 90 days retail	Not Covered
Oral Contraceptives and Injectables	Covered	80% after deductible
ED rider	6 pills per month at retail. 18 pills via mail order for a 3 month supply	80% after deductible at retail. Not covered via mail order
Deductible	None	\$250/\$500
Out of Pocket Maximum	None	\$1,000/\$2,000
Lifetime Maximum	None	\$1,000,000
Health Club Membership Reimbursement	\$250 employee/\$250 spouse. 100 visits per rolling calendar yr. This is a benefit through the Trust office	
Employee Assistance Program	An employee Assistance Program offered through Human Management Services. This is a Confidential integrated counseling and referral service available to employees and eligible dependents	
Health Advocate	An innovative program designed to help employees and their families navigate the healthcare system. A personal Health Advocate will assist with low to find the best doctors, getting help for elderly parents, obtain unbiased health information, and help with scheduling timely appointments.	
Member Wellness Program	A voluntary incentive paid program sponsored by the Trust that focuses on 5 high-risk areas - high cholesterol, diabetes, hypertension, weight management and smoking cessation	

MEMORANDUM OF AGREEMENT

This will confirm that Theresa Halper and Denise Jerolymack will continue to receive a minimum of \$4.50 per hour supplement to their contractually mandated hourly wage for the foreseeable future. This wage supplement was and is designed to augment the named employees' contractual wage rates because of the additional duties they have taken on as a result of functioning without a department head. This supplement can be changed in amount at the discretion of the Township. This will not be done, however, before the matter is brought to the attention and discussed with the union. In addition, the supplement can be discontinued in the future if the duties of the two employees are appropriately changed. This agreement and arrangement create no precedent whatsoever.

For the Township:



Township Manager

Date: May 4, 2016

For the Union:



Date: 5/4/16