

# **Collective Bargaining Agreement**

*By and Between*

**The Borough of Pottstown**



**and**

**The Pottstown Police**

**Officers Association**

***2017 - 2019***

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## ARTICLE I - GENERAL INFORMATION

### SECTION 101 - COLLECTIVE BARGAINING AGREEMENT

- A. This Agreement entered into this 22<sup>nd</sup> day of February, 2017, by and between the Borough of Pottstown, in the County of Montgomery, Pennsylvania, a municipal corporation of the Commonwealth of Pennsylvania (hereinafter referred to as the "Borough") and the Pottstown Police Officers Association (police) (hereinafter referred to as the "Association") on behalf of the police officers as defined in the recognition clause (Section 102) as hereinafter set forth.
- B. Whereas the Police and the Borough have engaged in collective bargaining as prescribed by Act No. 111 of 1968 and have reached an agreement concerning certain terms and conditions of employment.
- C. Now, therefore, the Police and the Borough do hereby set forth the following, which constitutes the complete Agreement reached between the parties for the term January 1, 2017 through December 31, 2019.

### SECTION 102 - RECOGNITION

- A. The Pottstown Police Officers Association, (Association) is recognized as the sole and exclusive representative for collective bargaining purposes under Act 111 of 1968, for all full-time and part-time police officers below the rank of captain.
- B. The Association is the Exclusive Representative of the uniformed and non-uniformed police officers of the Borough of Pottstown in the unit described above for the purpose of collective bargaining with respect to terms and conditions of employment, including compensation, hours, working conditions, retirement, pensions, and other benefits.
- C. The title of Police Officer shall be defined to include the plural as well as singular, males and females as well as all ranks of officers, both part-time and full-time, below the rank of captain.
- D. The Association also shall retain the right to bargain for retired and vested police officers with respect to pension and retirement benefits.

### SECTION 103 - CODIFICATION

- A. This Agreement consolidates previous labor contracts between the Police and the Borough, previous arbitration awards, past practice procedures and applicable Borough / State / Federal statutes.

### SECTION 104 - PAST PRACTICE CLAUSE

- A. This Agreement shall not result in the reduction or elimination of any rights or benefits previously enjoyed by either party, which are not addressed herein.
- B. It is agreed that the following are not past practices and/or contractual obligations and that the Borough agrees to meet and confer with affected police officers when any of the following are subject to change or adjustment.
1. The conduct of Pottstown Police Association business in the Council Chambers and the sale of Association tickets from Borough Hall, including the dispatching room, on Borough time.
  2. Use of Borough equipment for Association business.
  3. Location of offices and equipment.

**SECTION 105 - WORK PERIOD AND COMPENSATION**

- A. The regular average "work week" for all full-time police officers shall not exceed forty (40) hours.
- B. The work week for full-time police officers shall begin at 12:00 AM on Monday and end at 11:59 PM the following Sunday. The compensation for the work week shall be determined by multiplying the hourly base rate by 40 hours to obtain the weekly base pay. In the event the "work week" contains time worked in two different pay rate years, the appropriate hourly rate shall be paid for the actual hours worked or payable in the applicable year.
- C. Paid leave days shall be counted as part of the regular work week in computing a police officer's compensation.
- D. Police officers working an eight (8) hour shift will be permitted a paid thirty (30) minute break in any workday. Police officers working a twelve (12) hour shift will be permitted two (2) one-half (1/2) hour breaks during the shift: combining the two (2) one-half (1/2) hour breaks into one (1) one (1) hour break is not permitted in any work day. Neither break may be taken in the first or last hour of the officer's shift.
- E. Police Officers, excluding the patrol duty supervisor, shall report for duty five (5) minutes prior to the start of a regularly scheduled shift on overtime. Patrol Duty Supervisors shall report for duty fifteen (15) minutes prior to the start of a regularly scheduled shift or a full patrol shift on overtime. These time increments shall be paid at the appropriate overtime rate.
- F. Straight time shall be paid for the normal work hours in a regularly scheduled work day. Straight time is the hourly base pay. Should any officer work more than 2080 regular hours a calendar year, he/she shall be paid straight time for those additional regular hours, provided there is no conflict with the "Overtime" provisions of Section 203.
- G. Effective January 1, 2004, the Association agrees to have all time calculated in "hours" rather than "days". This is meant to assist the Borough in easier tracking of time.

**SECTION 106 - PAY PERIOD/PAY ADMINISTRATION**

- A. The compensation for all police officers shall be payable for each pay period, which shall consist of a consecutive two (2) week period commencing at 12:00 AM Monday and ending at 11:59 PM Sunday. The compensation for all police officers shall be payable for the preceding pay period on Friday of every other week, by direct deposit, provided the manager may authorize deposits to facilitate police officers utilization in the event of a special request or a bank holiday. In the event Friday is a bank holiday, the deposit shall be dated and made available on the preceding Thursday.
- B. The rate of compensation for a police officer shall become effective as of the date of initial employment or on the Monday following notification of promotion or change in position classification or step.
- C. The direct deposit shall be made into an officer's account such that the monies deposited are available to the officer no later than 9:00 AM on the payday. In the event the direct deposit transaction cannot be made into the officer's account for any reason, the Borough shall issue a regular paycheck no later than 9 AM on the day the direct deposit was to be effective.
- D. Compensation shall include the police officer's salary, all overtime, court-time, call-out time, bonuses paid by direct deposit and additional monies provided in this Agreement, with the exception of those monies which are reimbursed for expenses incurred by the police officers.
- E. Hourly base pay shall be that amount of money paid to an officer earned in one (1) hour determined by contractual agreement. Base pay shall not include overtime, shift differential or any bonuses for

this purpose. The hourly base pay figure for each pay grade shall be specifically stated in Section 201 of this Agreement.

- F. Annual base pay shall be that amount of money paid to an officer earned in one (1) calendar year determined by multiplying the hourly base pay figure by 2080.
- G. Direct deposit records shall be issued for each and every deposit made which shall indicate all earnings and deductions for that deposit or pay period. In the case of advance deposits, the Borough may issue a direct deposit record on the day the deposit would have normally been made.
- H. All special pays, including but not limited to longevity, education incentive, residency, and cashed-in leave shall be made by direct deposit.

**SECTION 107 - PAY STEPS**

- A. Full-time police officers shall serve one (1) year from their respective date of hiring in Step 1 (P-1).
- B. On the anniversary of one (1) year's service to the Borough, the officer shall be promoted to Step 2 (P-2).
- C. On the anniversary of one (1) year's service in Step 2 (P-2), the officer shall be promoted to Step 3 (P-3).
- D. On the anniversary of one (1) year's service in Step 3 (P-3), the officer shall be promoted to Step 4 (P-4).
- E. Officers hired before January 1, 2014 shall be promoted from Step 2 (P-2) to Step 4 (P-4).

**SECTION 108 - PAYROLL DEDUCTIONS**

- A. The Borough agrees to make payroll deductions for the purchase of United States Savings Bonds, contributions to the 457 Retirement Plan and/or United Way by any police officer who so requests in writing.
- B. Member pension contributions, when required, shall be made through payroll deductions on all gross compensations (except extended sick leave pay) as reported on the W-2 wage statement forms in the frequency in which those compensations occur. Member contributions shall be paid into the Fund in the same week they are deducted.
- C. 457 Retirement Plan contributions shall be deducted from all compensations in the frequency those compensations occur and shall be immediately paid into the 457 Retirement Plan.
- D. Officers will have the option of making lump sum payments into their 457 Retirement account above and beyond any normal payroll deduction for that purpose. The lump sum payment must, however, come from Borough paid compensation.
- E. The Borough shall make payroll deductions, of any officer, which are mandated by law or ordered by a Court in a Domestic Relations Order. These deductions will be sent into the agency for which they are being deducted in the same week they are deducted. Examples of such deductions included: child support, spousal support, medical care and income tax.

## ARTICLE II - FINANCIAL CONSIDERATION

### SECTION 201 - BASE COMPENSATION

A. The following annual and hourly compensations for full-time police officers shall be effective for the periods stated, with the understanding that base compensation for 2017 shall be retroactive to January 1, 2017:

01/01/2017 - 06/25/2017					
P-1	P-2	P-3	P-4	CPL.	SGT.
\$27.34 hr. (\$56,867.20)	\$32.80 hr. (\$68,224.00)	\$35.78 hr. (\$74,422.40)	\$38.76 hr. (\$80,620.80)	\$40.70 hr. (\$84,656.00)	\$42.62 (\$88,649.60)
06/26/2017 - 12/31/2017					
P-1	P-2	P-3	P-4	CPL.	SGT.
\$27.48 hr. (\$57,158.40)	\$32.96 hr. (\$68,556.80)	\$35.96 hr. (\$74,796.80)	\$38.96 hr. (\$81,036.80)	\$40.90 hr. (\$85,072.00)	\$42.84 hr. (\$89,107.20)
01/01/2018 - 12/31/2018					
P-1	P-2	P-3	P-4	CPL.	SGT.
\$28.44 hr. (\$59,155.20)	\$34.12 hr. (\$70,969.60)	\$37.22 hr. (\$77,417.60)	\$40.32 hr. (\$83,865.60)	\$42.34 hr. (\$88,067.20)	\$44.34 hr. (\$92,227.20)
01/01/2019 - 12/31/2019					
P-1	P-2	P-3	P-4	CPL.	SGT.
\$29.44 (\$61,235.20)	\$35.32 (\$73,465.60)	\$38.52 (\$80,121.60)	\$41.74 (\$86,819.20)	\$43.82 hr. (\$91,145.60)	\$45.90 hr. (\$95,472.00)

B. Part-time police officers shall be paid an hourly rate of pay equal to the rate of a P-1 police officer.

### SECTION 202 - SHIFT DIFFERENTIAL

A. Rate

1. A shift differential of 2.5% per hour shall be paid for any work performed between 8 p.m. to 8 a.m.
- B. Work performed in different shifts shall be paid for actual hours worked within each differential period.
- C. Permanent assignments within both time periods shall be paid at the higher rate for the hours worked.
- D. Shift differential payments shall be identified separately as shift differential earnings on police officer's direct deposit record.

### SECTION 203 - OVERTIME PAY

- A. The Borough shall pay time and one-half (1½) the officer's appropriate hourly rate for all time worked in excess of the regular average work week. This shall include all meal periods. In calculating time worked, all paid time shall be included whether the time is actually worked or not. Additionally, reporting for duty prior to the regularly scheduled shift, if required, shall be included (but shall not be calculated in fifteen minute increments as provided in Sub-Paragraph D hereof).
- B. The Borough will pay an additional high overtime payment for all time worked or suffered in excess of 171 hours in each 28-day FLSA period. The additional high overtime payment will be calculated

by adding the annual longevity, residency bonus, educational incentive pay and standard annualized shift differential and dividing by 2080, then multiplying this result by 1½. This payment will be made on the next payday following the end of the 28-day cycle.

C. Training Compensation

1. Approved training and staff conferences shall be compensated at time and one-half (1½) the appropriate hourly rate. If the Borough assumes the cost of daily living expenses (intended for overnight stays), approved by Chief of Police (including transportation, room and board), such training shall be compensated at the regular hourly rate. If approved by the Chief of Police, a reasonable amount of study time, if required for a training course, shall be compensable as training.

Travel Reimbursement

2. If the training is voluntary, travel time will be compensated at straight time for the first two hours above a normally scheduled shift and then at time and one-half (1½) for the remaining travel time hours. Voluntary training is any training initiated by the request of the officer.

- D. All compensation for overtime except as noted in Paragraph A, above, shall be computed according to minimum time increments for each fifteen (15) minutes worked in excess of the regular average work week.

- E. The officer working overtime shall have the option, upon approval of the Chief of Police or his delegate, to be compensated for the overtime with compensatory time off, commonly called C.O.T. In such event, the compensation shall be at time and one-half (1½) the regular hourly rate.

1. Should the officer choose C.O.T., he/she must notify his/her immediate supervisor immediately upon submission of the overtime card. The overtime card shall have an area designated for such purpose. Overtime earned in 15 minute increments will be paid. C.O.T. can only be requested in half hour or hour increments.
2. Officers may only accumulate up to one hundred and sixty-eight (168) hours of C.O.T. After the one hundred and sixty-eight (168) hours of C.O.T., the officer must be compensated for overtime in a monetary payment.
3. Officers must utilize C.O.T. within one (1) year of its earning. If C.O.T. is not taken as required, it shall be converted back to a monetary payment under A.
4. C.O.T., once requested, is prohibited from being converted to a monetary payment within one (1) year of its' earning, with two (2) and only two (2) exceptions: Retirement or otherwise terminating employment. If the termination is due to death, the monetary amount due for C.O.T. shall be paid to the designated beneficiary(ies) or the estate.
5. When an officer requests to utilize C.O.T. time off, they can only utilize this time in half hour or whole hour time increments.

F. Overtime Distribution

On a six-month continuous rollover basis, overtime shall be distributed per the procedure below:

1. When possible, by the 15<sup>th</sup> of each month, supervisors/others will publish a list of dates and times (if known) of available overtime opportunities for the following month. Other overtime requirements not posted the previous month shall be posted at least two (2) weeks prior to the date and time needed or as soon as known.



- a. The actual overtime assignments shall be posted a minimum of five (5) days prior to the date of the overtime. In the event of the last minute overtime needs (i.e., special operations), the overtime assignment may be posted at the time the assignment is made.
2. Qualified officers volunteering for these overtime opportunities must indicate their availability in one of the following methods as requested:
  - a. Submit a memorandum to the assigning officer expressing interest in order to be considered for assignment, or
  - b. Sign-up using his/her name or badge number (whichever is asked for) if the posted list is a "sign-up" list.
3. All time submitted on an overtime card, except K-9 training, Premium Holiday Pay and Mandatory C.O.T., (regardless of whether it is for pay or C.O.T.), will be included in the overtime distribution summary for equalization purposes.
4. D.J. Hearings, Court, Civil Service and other hearings, K-9 training, Premium Holiday Pay and Montgomery County S.W.A.T. - Western Region training, are totally excluded from equalization.
5. FOR ASSIGNMENT OR SCHEDULING PURPOSES ONLY the following types of overtime will not be subject to the equalization requirement (meaning persons assigning overtime will not have to follow any list in order to assign the time): call-out, shift manpower shortages not known in advance (includes dispatch), report writing, on-going investigations, training, premium holiday pay and administrative time. All other overtime shall be subject to the distribution procedure described in F6.
6. Every officer shall begin January 1<sup>st</sup>, 2004 with zero hours of recorded accumulated overtime. As the year progresses and each year thereafter, the Department Administrative Manager shall track each officer's accumulated/credited overtime hours on a monthly basis.
  - a. An overtime distribution rollover summary will be published by the Department Administrative Manager at the beginning of each month (at a minimum) and distributed to all personnel.
  - b. The overtime shall be equalized in a six (6) month "rollover" fashion. This means that each month accumulated (worked) or credited (not worked) overtime will be reflected in separate monthly columns and a total accumulated/credited column. After six (6) months, when the next month is added the oldest month will be dropped, and so on. In this manner, the summary will show continuous six-month "rollover" documentation. This report will provide the total number of accumulated hours worked or credited each month, as well as total accumulated hours to date.
  - c. Based on the data in the report, the personnel responsible to assign overtime shall determine overtime assignments, with overtime opportunities being distributed first to the available officers with the least number of accumulated overtime hours to date.
7. Anyone assigning overtime shall provide all other personnel who assign overtime with a written copy of the overtime assignments to preclude scheduling conflicts. Anyone assigning overtime shall take these posted assignments into consideration when determining equalized hours or assignments.
8. The Borough and the Department, with the cooperation of the officers, shall make a reasonable effort to ensure that overtime hours are distributed equitably among officers who are available

to work the assignments. The Department is responsible to ensure that individuals who assign or authorize overtime follow procedures.

9. Officers who are assigned and agree to an overtime assignment and subsequently change their mind, are unavailable, or just do not work the assignment for other than an emergency situation (e.g., personal or family sickness, family death, scheduling conflict, weeks vacation or suspension) shall have the hours credited as if they had been worked. (If an officer has a qualifying emergency situation, that officer is responsible to timely inform the individual who made his/her overtime assignment so that the overtime is not assessed to the officer.) The Department Administrative Manager shall include this credited time in the overtime “rollover” distribution summary.
  10. Should an officer not request or accept overtime on a consistent basis for a period of time (does not include reasons of illness, injury or surgery) and then decide for whatever reason to begin working the overtime – that officer will not be permitted to “play catch up” in order to try to equalize his/her time (until a full month of consistently working overtime has elapsed) but rather will be placed on availability lists just like all other officers.
  11. In situations where an overtime assignment was filled and the officer is subsequently unavailable for the assignment, unless an exigent circumstance arises, the newly available overtime will be reassigned by the assigning officer (or his/her designee) and shall be distributed by procedure outlined in 6 c.
  12. Officers may be permitted to switch assignments, but **only upon the expressed approval** of the officer (or his/her designee) who made the initial assignment. Posted assignment lists shall be modified accordingly to reflect the approved changes and the approving officer will initial the change. Should any officer switch or otherwise give up his or her assignment to another officer without expressed approval, that officer will still be assessed the time for equalization purposes.
- G. Firearms instruction, training and qualification shall be considered mandatory training.
- H. Officers required to work overtime for parades, school security or any other special functions shall be paid at time and one-half (1½) with a four (4) hour minimum.
- I. All overtime details shall be offered to all full-time officers before being offered to any part-time officers.

#### **SECTION 204 - COURT TIME PAY**

- A. County, Federal, and State Court and Grand Jury Proceedings
1. For appearances in County, Federal, and State Court, or Grand Jury proceedings, in any criminal, quasi-criminal, or civil matter arising directly from the officer’s official duties in the Pottstown Police Department, a police officer shall be compensated at the following rate when the appearance is outside of the officer’s regular duty hours: One and one-half (1½) times the appropriate hourly rate of pay (with a four hour minimum) or the time actually spent (rounded to the next highest half hour when between halves), whichever is greater. (It is not the intention of this section that officers be compensated by the Borough for appearances as an expert witness or in any other capacity in cases which do not arise directly from the officer’s duties in the Pottstown Police Department).
  2. Officers shall not be required by the Borough to change shifts in order to appear as a witness outside of regular duty hours; provided, however, that officers may voluntarily change their schedule to accommodate the court appearance, subject to the approval of the Operations Bureau Commander.

3. For court appearances outside the regular duty hours, for the purpose of compensation, time worked shall begin when the officer making the court appearance arrives at Borough Hall prior to departing for court, and end when the officer returns to Borough Hall after appearing in court and completes his/her duties associated with the appearance. (The four-hour minimum above shall include actual time spent in court as well as time worked prior to and after the court appearance which is related to the court appearance.)
4. In situations where the officer goes directly from home to court, without any time at Borough Hall, he/she shall be compensated for travel time as if he/she were leaving for the appearance from Borough Hall, based on the Operations Bureau Commander's estimate of reasonable travel time.

B. District Justice Hearings

1. For appearances in District Court, in any criminal, quasi criminal, or civil matter arising directly from the officer's official duties in the Pottstown Police Department, a police officer shall be compensated at the following rates when the appearance is outside of the officer's regular duty hours:
  - a. If the hearing begins one-half ( $\frac{1}{2}$ ) hour or less before the officer's regular duty hours or ends one-half ( $\frac{1}{2}$ ) hour or less after the officer's regular duty hours, the compensation shall be at one and one-half ( $1\frac{1}{2}$ ) times the appropriate hourly rate of pay with a one-half ( $\frac{1}{2}$ ) hour minimum.
  - b. If the hearing begins more than one-half ( $\frac{1}{2}$ ) hour but less than one (1) hour before the officer's regular duty hours or ends more than one-half ( $\frac{1}{2}$ ) hour but less than one (1) hour after the officer's regular duty hours, the compensation shall be at one and one-half ( $1\frac{1}{2}$ ) times the appropriate hourly rate of pay with a one (1) hour minimum.
  - c. If the hearing begins one (1) hour or more before or after the officer's regular duty hours, the compensation shall be at one and one-half ( $1\frac{1}{2}$ ) times the appropriate hourly rate of pay with a two (2) hour minimum or the time actually spent (rounded to the next highest half hour when between halves), whichever is greater.
  - d. It is not the intention of this section that officers be compensated by the Borough for appearances as an expert witness or in any other capacity in cases which do not arise directly from the officer's duties in the Pottstown Police Department.
2. Officers shall not be required by the Borough to change shifts in order to appear as a witness outside of regular duty hours; provided, however, that officers may voluntarily change their schedule to accommodate the court appearance, subject to the approval of the Operations Bureau Commander.
3. For court appearances outside the regular duty hours, for the purpose of compensation, time worked shall begin when the officer making the court appearance arrives at Borough Hall prior to departing for court, and end when the officer returns to Borough Hall after appearing in court and completes his/her duties associated with the appearance. Time worked includes such things as time present in the court mandated by department policy prior to the start of the hearing, escort/transport/processing of prisoners, dealing with victims, witnesses and attorneys in excess of the time mandated by department policy, and any other matters, which are related to the court appearance.
4. For multiple court appearances in one day, where the second court appearance begins one and one-half ( $1\frac{1}{2}$ ) or more hours following the end of the first appearance, the second appearance

shall be considered a separate court appearance and be paid at a two (2) hour minimum unless paragraph B1 a. or b. are applicable.

C. Cancellations of Court and District Justice Appearances

1. If the court case or district justice hearing is cancelled by the court or district justice within six (6) hours of the scheduled time of the proceeding, the officer shall be paid the minimum hours of compensation due under sections A or B above, as appropriate.

D. Witness Fees

1. In any proceeding in which an officer receives a witness fee and is also compensated by the Borough, he/she shall reimburse to the Borough the entire witness fee up to the amount of Borough compensation paid the officer.

E. Former Officers

1. A former police officer shall be entitled to the same rate of pay and time frames, as current officers, rank appropriate, for appearing in court as a prosecution witness on arrests made before his/her separation.

**SECTION 205 - CALL OUT**

- A. Police officers called to duty, for any reason, in circumstances that are unscheduled shall be paid at the rate two (2) times their respective hourly rate for the first hour of such duty and shall be paid at a rate of one and one-half (1½) times their respective hourly rate (with a two hour minimum) for each hour thereafter until relief from duty or, when applicable, until such time as the officer's regularly scheduled work day begins.

**SECTION 206 - LONGEVITY PAY**

A. Tenure of Eligibility

The minimum number of uninterrupted continuous years of service required for longevity payments shall be five (5) years.

B. Coverage

All regular full-time police officers shall be eligible for longevity pay benefits. Longevity pay shall be credited to and used in computing retirement benefits.

C. Rate of Longevity Payment

2% of annual base pay on and after five (5) years of service;  
 2.75% of annual base pay on and after eight (8) years of service;  
 3.5% of annual base pay on and after eleven (11) years of service;  
 4.25% of annual base pay on and after fourteen (14) years of service;  
 5% of annual base pay on and after seventeen (17) years of service;  
 6% of annual base pay on and after twenty (20) years of service;

D. Method of Longevity Payment

The longevity payments shall be made annually as lump sum payments and shall not be integrated with the officer's regular salary. Longevity shall be determined by using the police officer's anniversary date, and payment shall be made in the pay period immediately following the officer's anniversary date in a direct deposit identified as "Longevity Pay".

- E. Longevity payment for any police officer who dies or retires shall be pro-rated from their anniversary date to date of death or separation. In the event of death, the longevity or pro-rated longevity due shall be paid to the surviving next of kin.

F. Time Purchased

The time purchased toward retirement/pension credit for intervening and non-intervening military service shall not be eligible for longevity payment.

**SECTION 207 - NON - UNIFORMED CLOTHING ALLOWANCE**

- A. Police officers assigned full time to plain clothes duty shall be granted a clothing allowance of seven hundred and fifty dollars (\$750.00) annually, payable along with the first pay in the fiscal year. This amount shall also be paid upon initial assignment to plain clothes duty with the pay immediately following assignment.
- B. Clothing allowances shall be paid by a separate direct deposit identified as "Clothing Allowance".
- C. The appropriate taxes shall be deducted from this payment at the time of the payment.
- D. In accordance with the Family Act Statute, receipts for clothing purchases must be turned in to the Finance Department no later than December 1<sup>st</sup> of every year. Receipts must indicate what type of clothing was purchased (i.e.; suit, slacks, jacket, necktie, shoes, etc.). Receipts turned in after December 1<sup>st</sup> shall not be considered.
- E. All funds distributed for the purpose of the clothing allowance matched with receipts shall have the appropriate amount of taxes, which were paid upon distribution, credited back to the officer in the final pay of the year. All funds not matched with a receipt for such purposes shall continue to be treated as taxable income.
- F. Should any officer discontinue such plain clothes duty during the year, that officer will be required to reimburse the Borough a pro-rated portion of said annual allowance. For pro-rating purposes, each full month remaining in the calendar year shall equate to one twelfth (1/12) of the total allowance. The reimbursements will be done as payroll deductions, on a reasonable agreed upon schedule, in order to credit taxes on the reimbursed amounts.

**SECTION 208 - TRANSPORTATION**

- A. A police officer engaged in official business authorized by the Borough Manager or Chief of Police shall be reimbursed for all or part of necessarily incurred expenses.
- B. Police officers required to use privately owned vehicles for Borough business shall be compensated for such use at the rate set by the federal government as of January 1<sup>st</sup> of each year.
- C. Under circumstances where a police officer must travel outside the Borough to conduct official department business of any kind and where the Borough is unable to provide transportation, the officer shall be compensated at the above stated rate per mile for the use of the officer's personally owned vehicle or shall be reimbursed, upon producing receipts, for the use of public transportation.

**SECTION 209 - PERSONAL PROPERTY**

- A. Police officers shall be reimbursed for personal property broken or damaged while engaged in official business provided that no single item may be valued in excess of one hundred and fifty dollars (\$150.00).

**SECTION 210 - CANINE OFFICERS**

- A. Canine officers shall receive one hundred dollars (\$100.00) net, after payment of taxes, per month in addition to other regular compensation for the care of the canine.
- B. The Borough shall provide the medical care and food for the canine.
- C. Each canine officer shall be permitted four (4) hours of compensatory time per month to maintain the canine patrol vehicle and the canine kennel.
- D. Payment to K-9 officers for allowances shall be on non-payroll checks. Payments shall be made on the last payday of each month.

- E. Each canine officer shall receive boarding privileges at the Borough's expense for the number of days of accumulated vacation he/she has to board the canine at a reputable shelter.
- F. When the canine is retired, the Borough shall give the canine to his canine handler for the fee of one dollar (\$1.00).
- G. The Borough shall pay for cleaning and grooming materials as well as other supplies necessary to maintain the canine.

## **SECTION 211 - EDUCATION ASSISTANCE**

### **A. Definitions:**

1. Tuition shall be defined as the charge determined by the sponsoring university, college, professional or trade society necessary to pay for courses, instruction and administrative costs.
2. Registration fee shall be defined as the cost for a student registering for course.
3. Books and materials shall be defined as textbooks, notebooks and other publications or material which the institution or sponsoring organization deems necessary for the student's active participation and successful completion of courses. Books and materials shall include laboratory equipment or depository fee covering breakage of same.
4. Examination cost shall be defined as the charge or fees for the privilege of taking examinations prerequisite to successfully completing or receiving credit for a course.

### **B. Mandatory Training Financial Assistance:**

1. The Borough shall pay the full cost of tuition, registration fees, books, travel, examinations and basic living expenses connected with training or advance education considered to be necessary before an officer is advanced to a new position or continues in the Borough's service to maintain his/her present standing.

### **C. Voluntary Training Financial Assistance:**

1. The Borough shall reimburse the cost of tuition registration fees, books, and examination costs up to a maximum as follows in any one calendar year for police officers who have successfully completed with a passing grade of "C" or seventy percent (70%) or its equivalent, courses of study related to the officer's current or future work with the Borough to include attainment of a degree and sponsored by recognized universities, colleges, professional or trade societies.

Beginning in 2014 - \$1,500.00

2. Candidates for educational assistance must retain a satisfactory merit rating.
3. Officers submitting applications for consideration by the Borough Manager, or his representative, requesting education financial assistance prior to enrolling in a course of studies, shall have served for six (6) months of continuous satisfactory service, provided that all such officers failing to successfully complete the required probationary period shall not be reimbursed or shall return their reimbursement before receiving a final pay.
4. Students intentionally falsifying expenses shall forfeit all reimbursements and future participation in the educational assistance program.
5. All reimbursements shall be subject to the filing of an application and approval by the Borough Manager, or his representative, to determine eligibility before the prospective student registers. The Borough Manager's, or his representative's, decision shall prevail in the determination of eligibility for expenses upon successful completion of the course, as reflected by the sponsoring organization's records.

6. Any assistance in the form of a scholarship, parental subsidy or any other assistance shall be deducted from the reimbursement.
7. All reimbursement shall be subject to federal, state or local taxes, if applicable.

#### **SECTION 212 - RESIDENCY**

- A. Full-time police officers residing within the limits of the Borough shall be paid a yearly residency bonus of one thousand dollars (\$1,000.00).
- B. Payment shall be based on twelve months continuous residency in the Borough, January 1st through December 31st. The residency bonus will be due on December 31st of each year, or the nearest pay period prior to that date.
- C. Officers hired after April 30, 1997 must establish and maintain a permanent bona fide residence within fifteen (15) miles of any legal boundary of the Borough within nine (9) months of completing their probationary period.
- D. Any officer who relocates after January 2006 must establish and maintain a permanent bona fide residence within fifteen (15) miles of any legal boundary of the Borough.

#### **SECTION 213 - EDUCATIONAL INCENTIVE PAY**

- A. Full-time officers who have attained an Associate's Degree will be paid an annual bonus of \$750.00 due on the officer's anniversary date and payable the following payday.
- B. Full-time officers who have attained a Bachelor's Degree will be paid an annual bonus of \$1,500.00 due on the officer's anniversary date and payable the following payday.
- C. To qualify for the bonus, officers (who are not presently receiving the degree bonus) must present the Chief of Police, or his designee, a copy of his/her diploma from an accredited post-secondary school.

#### **SECTION 214 - MISCELLANEOUS PAY**

- A. Time Zone Change
  1. Officers required to work in excess of their regular scheduled work day due to changing to Eastern Standard Time shall be compensated for that amount of excess time worked.
  2. Officers who work less than their regularly scheduled work day due to changing to Daylight Saving Time shall be compensated at the regular full day's wages for that particular day.

#### **SECTION 215 - FIELD TRAINING OFFICER PAY**

- A. Officers assigned and designated by the Chief of Police, or his designee, as a Field Training Officer (FTO), when actually engaged in training of probationary officers, will receive a one percent (1%) per hour of base compensation, increase in pay for time worked.

#### **SECTION 216 - RETIREMENT INCENTIVE PAY**

- A. A retirement incentive pay shall be made to every officer, every pay period, in the officer's final twenty-four (24) months of employment. This retirement incentive is in addition to any other compensation the officer is entitled to.
- B. The rate of the retirement incentive shall be \$30.76 biweekly.
- C. Should an officer purchase, or have purchased, military service time credit toward their normal retirement date which is a superannuation retirement, that officer shall have the amount of military service time (purchased) added to his/her Pottstown police service, for total service time, when the time purchased has been paid for.

- D. Retirement Incentive Pay is intended to be provided only to those officers who will be retiring under a superannuation retirement. Should any officer who has commenced the retirement incentive pay subsequently terminate due to death or total disability prior to their normal retirement date, he/she shall not be required to reimburse this benefit.
- E. This retirement incentive shall be payable at any time beginning the day after the officer's 23<sup>rd</sup> anniversary of total service time.
- F. The exact time when the retirement incentive begins must be implemented by, and only by, the officer who will be receiving the benefit. Once the officer begins the benefit, it cannot be ceased, rescinded or postponed for any reason.

### **ARTICLE III - LEAVES OF ABSENCE**

#### **SECTION 301 - VACATION**

- A. Every full-time police officer who has completed one full year of service shall be entitled to participate in accordance with the following vacation leave schedule:

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Upon completion of:	<u>Years of Service</u>	<u>Hours of Paid Vacation</u>
	1 – 4 years	80 hours
	5 – 9 years	120 hours
	10 - 14 years	160 hours
	15 + years	200 hours

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- B. When an authorized holiday falls within the vacation period, time equivalent to the authorized holiday shall be granted in addition to the regular vacation.
- C. Vacation time is not cumulative from year to year provided that exceptions to carry a maximum of 80 hours may be granted by the Chief of Police. Any request to carryover a maximum of 80 hours must be made no less than thirty (30) days prior to the officer's anniversary date. All carryover time must be used within one hundred and twenty (120) days of the officer's anniversary date that corresponds with the carryover. Vacation carried over from prior years may be cashed in upon the exhaustion of the 120-day extension period.
- D. On an officer's anniversary date, the officer may cash in any remaining vacation leave earned on the previous anniversary date. Vacation cash-in shall be paid at the rate then in effect. Upon good cause based on emergency circumstances, the Borough Manager may approve cashing in vacation any time after its earning.
- E. Upon termination or retirement, a police officer shall be eligible for payment of unused vacation hours up to one year's time. Upon termination or retirement, a police officer shall be entitled to a pro-rated share of vacation earned on a basis of appointment date prior to the date of resignation.
- F. Officers voluntarily or involuntarily terminating service before one year of continuous employment shall not be eligible for vacation time or vacation pay. Officers terminating service after one full year (365) days of continuous employment from date of appointment or anytime thereafter, shall be entitled to vacation earned the previous year and a pro-rated share of vacation earned on the basis of appointment date prior to the date of resignation, or its financial equivalent as follows:
  1. One month to three months from appointment anniversary 25%.
  2. Four months to six months from appointment anniversary 50%.
  3. Seven months to nine months from appointment anniversary 75%.



4. Ten months to twelve months from appointment anniversary 100%.
- G. The beneficiaries or estate of any officer who dies prior to retirement shall be paid the current rate for all accrued vacation and pro-rated vacation due.
- H. No officer shall be compelled to take his/her full vacation entitlement at one time but shall be permitted to break up his/her vacation into two (2) or more vacation periods. Further, all officers covered under the terms of this Agreement may break up their vacation weeks into hour periods with the approval of the immediate supervisor. Vacation week periods take precedent and supersede vacation hour periods, holidays, and personal time. In cases where a conflict of vacation schedule exists, the most senior officer shall be given a preference as to selection, provided the selection is made prior to April 1st of each year.

### **SECTION 302 - HOLIDAYS**

- A. Every full-time police officer shall be granted ninety-six (96) hours of time off annually for the following paid holidays:

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New Year's Day	Memorial Day	Veterans Day
Martin Luther King Day	Fourth of July	Thanksgiving Day
Washington's Birthday	Labor Day	Friday after Thanksgiving Day
Good Friday	Columbus Day	Christmas Day

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- B. Eligibility  
The officer shall have worked the regular working day before and after the holiday to qualify for compensation. In the event of unexcused or unauthorized absence on the working day before or after a holiday, the absence must be approved by the Borough Manager to qualify for the holiday's compensation.
- C. Payment For Holidays  
Upon request, an officer shall be paid the regular rate of pay for unused holidays if the Borough is unable to schedule such holidays within twelve (12) months of the day of observance. Upon termination, a police officer shall be eligible for payment of unused holidays up to one (1) year's time. Upon termination of an officer by reason of death, his/her beneficiaries or estate shall be paid the rate then in effect for all holidays standing to the officer's credit.
- D. Working On Holidays  
Police officers shall receive eight (8) hours off when their regularly scheduled work day or their regularly scheduled day off falls on a holiday recognized by the Borough of Pottstown. The designation of an officer's day off in lieu of a holiday shall be sanctioned by the Chief of Police.
- E. No holiday use request (except New Year's) may be granted prior to January 1st in the year in which it is to be utilized.
- F. An officer may utilize a holiday with one (1) day's notice to the supervisor, provided that staffing allows for such usage.
- G. Premium Holiday Pay  
Officers that are required to work at any time in the 24-hour period (midnight to 11:59 p.m.) of the premium holiday shall be paid at the rate of time and one-half (1½) for all time worked during that 24-hour holiday period. Premium Holidays include: Thanksgiving, Christmas and New Year's Day.

**SECTION 303 - PERSONAL LEAVE**

- A. Every full-time police officer shall be granted twenty-four (24) hours of personal time off with pay annually except that full-time officers hired after July 1st shall be entitled to twelve (12) hours of personal time off until the following January 1st at which time they shall be granted twenty-four (24) hours of personal time off.
- B. Personal time shall be recognized on the date selected by the police officer and approved by his/her immediate supervisor. A police officer recognizing personal time off shall inform his/her supervisor of the celebration date at least one (1) day prior to the date of celebration.
- C. Upon termination of employment, a police officer will be eligible for payment of unused personal time up to one (1) year's time.
- D. Upon termination of an officer by reason of death, his/her beneficiaries or estate shall be paid the rate then in effect for all personal time standing to that officer's credit.

**SECTION 304 - SICK LEAVE**

- A. The total number of accumulated sick leave time shall be one-thousand-two-hundred (1,200) hours.
- B. Paid sick leave is applicable only to full-time police officers.
- C. Upon completion of six (6) months continuous service, a police officer shall be entitled to eight (8) hours of paid sick leave earned each month for a total of forty-eight (48) hours of accumulated sick leave. For every completed month of continuous service thereafter, a police officer shall earn eight (8) additional hours of sick leave.

**D. OFFICER WELLNESS PROGRAM**

- 1. Officers shall be eligible for a wellness compensation program wherein officers shall receive a payment, with compensation provided on either the first or second pay day of the following year, for not using sick leave hours in the prior calendar year as follows:

<u>SICK LEAVE TIME USED</u>	<u>COMPENSATION</u>
0                    hours / days	\$500.00
Up                    to    1 day	\$400.00
Over 1 day        to    2 days	\$300.00
Over 2 days      to    3 days	\$200.00

- 2. For the purpose of the wellness program, a day for patrol is 12 hours; a day for all others is 8 hours. This hour/day relationship affects only the Officer Wellness Program and shall not alter or impact any other provisions in the CBA.
  - 3. Donation of sick time to the sick leave pool shall not be counted against the wellness program.
- E. The Borough shall have the right to order an officer to undergo a physical or mental examination, to be conducted by a licensed practitioner designated by the Borough, with all concomitant costs borne by the Borough, in order to determine that officer's fitness for duty, provided:
    - 1. The officer's employment record reflects continued, intermittent or extended absences from work, credited to cumulative sick leave.
    - 2. The Borough notifies the officer, in writing, that he/she is scheduled for such an examination at least forty-eight (48) hours prior to the time of the examination, and that the written notification includes a statement as to the reasons for ordering the examination.

- F. Police officers absent due to injury suffered through employment outside the Borough's service shall not be eligible for paid sick leave. Paid time off due to an injury suffered through outside employment will be limited to the police officer's unused vacation, holidays, and personal leave, and C.O.T. time.
- G. Any sickness meeting the following listed conditions, at any time, shall require a doctor's certificate as to the extent of the illness and, when applicable, the officer's expected return to work. This certificate must be submitted on the officer's first day back to work, or within forty-eight (48) hours of management's request.
  - 1. Any sickness for three (3) or more consecutive scheduled workdays at one time.
  - 2. When an officer has had at least six (6) periods of sick leave usage in a twelve (12) month rolling period and absences for one (1) or more days. Note: A period of sick leave usage shall be defined as one (or portion thereof) or more consecutive days in which an officer is on paid or unpaid sick leave status.

### **SECTION 305 - EXTENDED SICK LEAVE (ESL)**

#### **A. Eligibility**

- 1. Full-time police officers successfully completing the probationary period of employment beginning with the date of appointment.
- 2. The police officer shall have exhausted all forms of fully paid accumulated leave and notified the Borough of his/her desire for ESL no less than one calendar week prior to exhausting all other forms of fully paid accumulated leave.
- 3. The police officer must be ill or disabled and incapable of performing normally assigned duties as certified by a licensed practitioner (designated and paid by the Borough including concomitant costs). An illness or disability caused by participation in a felonious or criminal enterprise or resulting from habitual drunkenness or addiction to narcotics or from an intentional self-inflicted injury shall not be a certified disability.
- 4. The certified illness or injury does not qualify the officer for salary maintenance under any other income maintenance plan (with the exception of those plan(s) maintained privately and voluntarily) equivalent to fifty (50) percent of base salary or the maximum amount granted in the case of a duty related disability, whichever is higher. The officer must apply for and exhaust all alternative means of salary maintenance for which the officer might reasonably assume he/she is eligible by reason of disability, excluding plan(s) maintained voluntary and privately.
- 5. Officers absent due to injury incurred through employment outside the Borough's service shall not be eligible for extended sick leave benefits. An officer's paid time off due to an injury incurred through outside employment shall be limited to the officer's unused vacation, holidays, and personal leave.

#### **B. Conditions of Leave**

- 1. Officers must agree to undergo one physical or mental examination per calendar month while receiving ESL pay, such examination to be performed by a licensed practitioner (designated and paid by the Borough, including concomitant costs), and must agree to make all pertinent medical or psychiatric records available to the certifying practitioner and/or Borough designated physician during the term of ESL. Refusal to submit to examination shall be justification for suspension of ESL benefits until the officer submits to an examination and continued eligibility is determined.

2. Solely because of officer's disability, an officer may not be dismissed or forced to retire while on ESL. The officer remains subject, however, to all rules of conduct for police officers.
3. Officers failing to report for duty on the day prescribed by the Borough, as recommended by an examining practitioner establishing the officer's fitness for return to duty, shall be subject to disciplinary action or dismissal.
4. Eligible officers may follow normal procedures for voluntary separation or retirement while receiving ESL. ESL pay shall not be included in the computations for pension benefits.

C. Benefits

1. Eligible officers on ESL shall receive fifty (50) percent of their base salaries as established in the police step plan or the maximum amount or percent granted in the case of a duty related disability, whichever is higher, including pay increases incorporated in the step pay, for a maximum period of 180 working days.
2. ESL payments are subject to offsetting or subrogation made possible by the disabled officer's eligibility for compensation under separate salary maintenance plan(s) exclusive of voluntary or private plan(s). Further, the Borough shall have the right of subrogation by written agreement upon a request for ESL benefits related to a disability resulting from an accident wherein possible third party liability exists. An officer shall agree to such subrogation prior to the payment of benefits and the agreement shall cover the extent of any benefits paid.
  - a. Officers shall be responsible for furnishing the Borough with all records, correspondence, documents and any and all pertinent information for the purpose of compliance with this provision.
3. While receiving ESL payments, disabled officers shall be eligible for all employment benefits, with the following exceptions:
  - a. All forms of fully paid leave shall continue to be earned provided that said leave may not be used until the date of return to work and in accordance with existing rules governing the use of such leave.
  - b. Education incentive paid prior to ESL shall continue provided that no increases shall be granted during ESL.
  - c. Clothing allowance, K-9 care and feeding allowance, and range allowance shall continue on a pro-rated basis as determined by the number of hours actually worked per period.
  - d. Mandatory judicial appearances for which no excused absence is granted by judicial authority shall be compensated at the officer's regular hourly rate of pay.
  - e. Disabled officers on ESL shall not be subject to performance ratings for the purpose of determining step increases and shall maintain the rating established prior to ESL status. Officers returning to work shall be evaluated no sooner than three (3) calendar months from the day of returning to work.

**SECTION 306 - FAMILY AND MEDICAL LEAVE**

- A. The Borough will provide family and medical leave consistent with the federal Family and Medical Leave Act of 1993.

**SECTION 307 - INJURY LEAVE**

- A. Full-time police officers disabled in the performance of duty shall be paid his/her full salary for the period of disability or the date of service connected disability retirement from the time and date of

disability less any funds received by the disabled officer through insurance of funds established by the Borough or Workers' Compensation.

- B. A certificate of the attending physician or surgeon attesting to the disability and the cause thereof shall be filed with the Borough Manager, or his representative, before the last day of each month in which the disability occurred or continues during the period. The Borough Manager, or his representative, shall have access to all medical, hospital and X-ray reports upon request.
- C. Any injury sustained in the line of duty shall not be charged against the sick leave allowance time.

#### **SECTION 308 - DEATH LEAVE**

- A. Police officers shall be permitted up to thirty-two (32) hours of paid funeral leave to attend the funeral and/or make household arrangements for immediate family members which shall constitute parents, step-parents, children, step-children, spouse, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, step-grandparents, grandchildren and great grandparents of the police officer and the police officer's spouse or for a relative living in the police officer's household.
- B. Leave may be taken at time of death, time of funeral, or any combination thereof at the election of the officer, but will be considered as paid leave for only the actual hours an officer was scheduled to be actively at work.

#### **SECTION 309 - LEAVE OF ABSENCE**

- A. The Chief of Police, or Borough Manager, may authorize leaves of absence for officers, including or excluding vacation, with or without pay, for any period or periods not to exceed four (4) months in any one (1) calendar year for the purposes of: attendance at college, university or business school, for the purpose of training in subjects related to the work of the officer and which will benefit the officer and the Borough service, urgent personal business requiring settling estates, liquidating a business, service on a jury, attending court as a witness, and for purposes other than above deemed beneficial to the Borough service.
- B. Jury duty shall be compensated with pay.
- C. Authorized leaves of absence shall not interrupt continuous service time.
- D. Reasonable Purposes  
Leaves of absence for a limited period – not to exceed four (4) months within one calendar year – shall be granted for any reasonable purpose. Reasonable purposes in each case shall be agreed upon by the PPOA and the Borough and such leaves may be extended or renewed. Requests for unpaid leave, for less than two week increments, may be granted at the sole discretion of the Borough Manager or designee. An Officer must use all forms of accrued paid leave time before any unpaid leave will be granted.

#### **SECTION 310 - ABSENCE WITHOUT LEAVE**

- A. An officer who intends to be absent from duty without leave shall report the intent and reason to his/her immediate supervisor prior to the date of absence, where possible, and in no case later than the beginning of the first work day.
- B. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall automatically be made for the period of absence.
- C. Unauthorized absences constitute grounds for disciplinary action or dismissal.

**SECTION 311 - MILITARY LEAVE**

- A. The Borough of Pottstown will compensate police officers who are members of a reserve force of the United States or of a guard force of a State for mandatory training or performance of other mandatory duties under the supervision of the United States or a State in accordance with applicable State and Federal statutes. Military reserve and National Guard personnel exceeding the State and Federal compensated allowances may apply in writing for unpaid leave or may use accrued paid time.
- B. Any police officer who enters into active service in the Armed Forces of the United States while in the service of the Borough shall be granted a leave of absence for the period of military service. Reemployment rights will be governed by the applicable Federal and State statutes.

**SECTION 312 - SICK LEAVE POOL**

The following system is established as a method for members of the Pottstown Police Officers Association to voluntarily donate all types of accrued leave into a pool which will be used by eligible members who have exhausted all accrued leave, except extended sick leave, because of a physician-certified mental or physical illness or injury, not related to work, which prevents the officer from returning to duty.

**A. Registration**

1. During the month of January, eligible officers who desire to participate in the pool for the current year will be supplied registration forms by the PPOA. These forms should be completed and returned to the PPOA no later than January 31. Officers who have completed a registration form, but decide to withdraw from the program, must do so no later than January 31.
2. Officers who are absent from work because of an illness or injury, and who have not registered to participate in the pool during the previous year, will not be eligible to register for the current year.
3. New officers, who have successfully completed their probationary period, whose first anniversary date is anything other than in the month of January, shall be permitted to join the sick leave pool upon completion of their first year. On their first year anniversary, such officer will be permitted to make a donation of leave, as stated in paragraph C. In order to continue in the sick leave pool, another leave donation must be made each January thereafter in accordance with paragraph C.

**B. Logging of Donations and Deduction of Accrued Leave**

1. The PPOA will forward the completed registration forms to the Human Resources office for processing. This office will log the donation of each participating officer on a spreadsheet to be made available to the PPOA. The Finance Office will be responsible for deducting donations from each participating officer's accrued leave.

**C. Minimum Donation**

1. In order to participate in the program, each officer is required to make an annual minimum donation of sixteen hours of accrued leave time. The annual minimum donation shall be made in January.

**D. Maximum Allotment from Pool**

1. Participants in the program who have exhausted all forms of accrued leave are eligible for up to 2,080 hours from the pool for any single illness or injury as certified by a physician.
2. Under no circumstances will participants be able to draw down more hours than are in the pool. However, when the number of hours in the pool has been exhausted, but an officer using

time from the pool remains out on leave and has used less than 2,080 hours, additional leave time may be donated to the pool under a special exception granted at the discretion of the Borough Manager.

E. Limit on Donations Occurring Within One Year of Retirement

1. Officers who will retire within one year of the date of their donation to the pool will be limited to a donation of 160 hours.

F. Application Process

1. All participants who plan to use the pool for a certified illness or injury must complete an application form. Forms will be supplied by the PPOA. Whenever possible, application must be made 30 days in advance of using the pool.
2. Application forms must be completed and signed by a medical doctor. The form shall specify at a minimum the diagnosis, treatment plan, and estimated length of the absence from work. Completed application forms shall be forwarded to the Human Resources office.
3. The doctor's estimated length of absence will be used as the basis for determining the number of hours from the pool credited to the participating officer. Any unused balance will be returned to the pool. Should the illness, as certified by a doctor, extend beyond the original estimate, then additional time from the pool will be credited to the officer.

G. Periodic Certification

1. Once leave through the pool has begun, the participant must have his/her doctor periodically recertify his/her condition if necessary. In other words, if the employee is out of work beyond the doctor's initial estimate of the duration of the leave, then the employee's doctor should again certify the condition as in F above. Forms for this purpose will be supplied by the PPOA. Completed forms shall be forwarded to the Human Resources office.
2. When the Borough has reason to doubt the validity of the participant's medical certification, a second medical opinion will be required from a doctor of the Borough's choosing. If the second opinion differs from the first opinion, then the Borough may seek a third opinion from a doctor who is selected jointly by the Borough and the participant. The third opinion will be final and binding on the Borough and the participant. The Borough will pay all costs associated with the second and third opinions.

H. Final Certification

1. Before returning to duty, the participant is required to submit a final certification from his doctor stating that the employee is able to resume his essential job functions, with or without accommodation. Forms for this purpose will be supplied by the PPOA. Completed forms shall be forwarded to the Human Resources office.

I. Participant Responsibilities

1. It is the participant's sole responsibility to ensure that the application and certification forms are submitted to the Human Resources office in a timely manner. Refusal to do so may result in rejection or termination of leave.

J. Eligibility

1. To be eligible to participate in the program, officers must have served a minimum of one year as a Pottstown police officer and be covered by the Pottstown Police Officers collective bargaining agreement.

**SECTION 313 – EMERGENCY CLOSURE OF BOROUGH HALL**

- A. In-so-far as sworn officers, regardless of job assignments, are considered essential personnel at the time of emergency and/or disaster, all employees covered under this CBA are required to report to work as directed, at the time and place designated by Management, during a period of emergency and/or disaster. All members shall be compensated under the terms and conditions set forth in this CBA – no additional compensation shall be granted – during those periods of time when the Borough/Borough Hall is closed for emergency and/or when non-essential personnel are exempted from reporting for their regularly scheduled work hours because of the emergency/disaster.

**ARTICLE IV - RETIREMENT****SECTION 401 - PENSION**

- A. All full-time police officers shall be members of the Police Pension Fund in accordance with the terms and conditions as set forth in the Borough's Ordinance 1679, August 12, 1991, as amended by Ordinance 1777 and Ordinance 1854, and all future ordinances and resolutions. (See Attachment I).

**B. Summary of Benefits**


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<b>Full Retirement</b>	- 50 years of age with at least 25 years of service.
<b>Basic Benefit</b>	- 50% of final average salary of last 36 months of active service.
<b>Service Increment</b>	- \$100 per month for service after 26 years of service; - \$200 per month for service after 28 years of service; - \$300 per month for service after 30 years of service; - \$400 per month for service after 32 years of service; - \$500 per month for service after 34 years of service; this benefit shall be paid in addition to any COLA provided that it shall not cause an After 20 Years Retired COLA to exceed 100% of final average compensation.
<b>Survivor's Benefit</b>	- for officers who retired after 1/1/80, a minimum of 50% of benefit the officer was receiving or eligible to receive; for service-connected disability - 100% of benefit the officer was receiving or eligible to receive; for service connected death - 100% of officer's salary at time of death which includes base compensation, annual longevity rate, annual education incentive and annual residency bonus.
<b>Service-Connected Disability</b>	- 75% of the member's salary in the last 365 days preceding the time the disability occurred and includes any accrued leave earned during the benefit calculation period.
<b>Vesting</b>	- after 12 years of service.
<b>Military Service Purchase</b>	- can purchase or Borough can purchase up to 5 years of military service performed prior to employment, including Reserve and National Guard time.
<b>Workers Comp. Offset</b>	- there is no Workers Compensation offset
<b>Social Security Offset</b>	- there is no Social Security offset except a disability benefit shall be reduced by the amount of social security disability benefits paid for the same injury.
<b>Early Retirement</b>	- twenty (20) years and out. Fifty percent (50%) of final average salary of last 36 months adjusted for the service compared to the superannuation date. Benefits to commence on the day of early retirement.
<b>Cost of Living</b>	- provided to superannuated retirees, adjusting the pension allowance to provide a maximum of 75% of the final average compensations used to compute retirement benefits. Adjustments based on Philadelphia area CPI; for officers retiring after 1/1/95 - capped at 7 1/2% of final average compensation; for officers retiring after 8/11/97 - capped at 15% of final average compensation; for officers retiring after _____ - capped at 25% of final average compensation.

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**C. Death In The Line Of Duty**

Any officer killed in the line of service shall be entitled to the benefits provided under Act 51 of 2009. In accordance with the terms of that statute, such benefits are payable by the Commonwealth of Pennsylvania and not by the Borough from its police pension fund or other Borough fund.

**D. Pension/Investment Board**

The Borough agrees to maintain as members of the Pension/Investment Board at least three (3) full-time police officers, or members in DROP, at all times.



E. Member Contributions

1. The amount of the member contribution rate shall be set by Borough resolution each year. Each year the Plan Actuary shall conduct a study to determine what the percentage rate of member contributions needs to be for the following Plan year.
  - a. This rate, if five percent (5%) or less shall be effective for January 1<sup>st</sup> of the following year.
  - b. If the rate is determined to be more than five percent (5%), the Borough shall negotiate with the Association to determine the actual rate to be applied.
2. Member contributions are restricted to a maximum of eight percent (8%) of gross compensations.
  - a. Annual member contributions may be reduced below five percent (5%) but no less than one-half ( $\frac{1}{2}$ ) of one-tenth ( $\frac{1}{10^{\text{th}}$ ) of one percent (1%) of .0005% of gross compensation.
  - b. The Borough will reduce or eliminate member contributions at any time after January 1<sup>st</sup> should the Actuary determine that such reduction or elimination is appropriate. If contributions are to be eliminated, it shall be done such that the average annual member contributions are equal to or slightly higher than .0005% of gross annual compensation.
3. Should the Borough disagree with the contribution rate recommended by the Plan Actuary, the Borough reserves the right to question, review, or reevaluate such recommendation if the Borough reasonably believes that a reduction in the member contributions will adversely affect the integrity of the Fund. The Borough will provide documentation/calculations from its own actuary to support such question, review, or reevaluation. Should a question, review or reevaluation be made, a meeting will then be conducted between the Borough, its Actuary, the Pension/Investment Board and its Actuary for the purpose of discussing and reaching an agreement on what the member contribution rate shall be for the following year. Should this occur, the rate recommended by the Actuary will be temporarily implemented until such time that the meeting and agreement takes place.

**SECTION 402 - RETIREMENT BENEFITS**

A. Retiree Health Insurance

1. All officers retiring on or after July 1, 1989 shall be eligible for Health Insurance benefits equivalent to basic Blue Cross-Blue Shield and Major Medical coverage (\$100 deductible, 20% co-pay) on an individual basis under the following conditions:
  - a. The cost to the Borough for such coverage shall never exceed the cost of securing such coverage at the time of retirement.
  - b. The obligation to provide such coverage shall cease immediately upon the retired officer becoming eligible for coverage under any other health insurance plan, either as an employee or as a dependent of an employee or whether such coverage is provided on a contributory or non-contributory basis.
  - c. Coverage will include:
    - (1) Hospital Coverage
    - (2) Doctor & Surgeon's Coverage
    - (3) Major Medical
 \* Detailed policy explanation is outlined in Attachment II.

- d. Retired officers shall be reinstated into the retiree health insurance plan when the retired officer is no longer covered by other health insurance coverage plans as described in A-1.
  - e. The Borough shall furnish proof of medical insurance rates to all officers, retiring after July 1, 1989, and before January 1, 1999, in effect at the time of their retirement and additionally thereto, proof of any cost increases on an annual basis. The rates and cost increases shall be what the Borough is actually paying for the coverage. The retirees shall pay the difference between the rate in effect at the time of retirement and the new higher rate (if any). The Borough shall pay all claims payable within thirty (30) days of their submission or shall provide a written explanation as to why a longer delay is necessary. Should the Borough discontinue having medical insurance provided by a medical insurance carrier, then, in that event, the Borough must negotiate a standard rate with the Association, which rate shall not be greater than the current average market rate for similar coverage in the Southeastern Pennsylvania region.
  - f. If any retiree becomes eligible for Medicare, the basic medical coverage will be replaced with carve-out coverage or Medicare Supplement coverage, or equal.
2. For any officer retiring on or after January 1, 1999, and before January 1, 2011, under superannuation or service-connected disability, the Borough shall provide to the retired officer, officer's spouse and officer's dependent children (including children born after retirement with the spouse named at retirement), a minimum of medical, prescription and dental coverage commensurate with the Plan Design in effect on 2/1/2010. Any officer retiring after January 1, 2011, provided that they were hired prior to December 31, 2013, shall retain the benefit levels for themselves and their eligible dependents which were in effect on the day of their retirement. The guarantee of the retention of benefit levels effective on the day of retirement shall not apply to officers hired after December 31, 2013.
- a. Coverage for spouses and dependent children, including children born after retirement with the spouse named at retirement, shall be limited to those persons related to the officer at the time of his/her retirement and who qualify under the standards of the medical plan for active officers.
  - b. Officers, spouses and dependent children shall receive this benefit without paying any premium.
  - c. Should the officer or spouse become eligible for reasonably comparable coverage from another plan, the Borough may, at its sole discretion, elect to pay the premium for this coverage under another plan and thereby no longer be obligated to provide coverage under the Borough plan to the persons covered under another plan.
  - d. If the officer or spouse becomes eligible for reasonably comparable coverage from another plan, and no premium payment is required, then the Borough's obligation to provide coverage for the persons covered under another plan shall cease immediately.
  - e. Should the officer or spouse lose such coverage as described in subparagraphs c or d, the Borough shall immediately resume coverage for these persons under the Borough plan.
  - f. Officers shall provide evidence to the Borough, upon request, (using the prudent man rule) that they, or their spouse, are not eligible for coverage under any other health insurance plan as described in subparagraph c or d. The frequency of these requests shall not be unreasonable.
  - g. The Borough's obligation to provide medical coverage for the officer or spouse shall cease upon their attaining eligibility for Medicare. Provided, however, that the Borough

shall provide a 30-day grace period to allow the officer or spouse to become enrolled in Medicare. During this grace period coverage under the Borough plan shall continue in full force. Once the retiree or spouse is enrolled in Medicare, the Borough shall provide, without premium payment from the officer or spouse, carve-out coverage or Medicare Supplement coverage, Medicare Plan A and Plan B coverage (or better plans if available). Eligible retirees and/or spouses must present proof of Medicare Part B coverage at least 30 days prior to Medicare eligibility date.

- h. For further clarification it is agreed and understood that if a retiree predeceases his/her eligible spouse that the surviving spouse shall continue the same benefits as if the retiree was living. Accordingly, it would be the Borough's obligation to provide coverage for the surviving spouse, as set forth in this section.
3. The Pottstown Police Officers Association will take all necessary steps to have a Trust Fund created for contributions for the Retiree Health Insurance. This will include, as a minimum, hiring an Investment Consultant, writing a Plan Document and obtaining a federal tax identification number under the umbrella of the Borough of Pottstown. The Trust Fund will be administered as reasonably similar to the Police Pension/Investment Fund as is possible. All funds which have been set aside or deducted from pay for the retiree health insurance shall be placed in the Trust Fund. For payroll deductions, it shall be the same week that the pay is issued.
- B. Officers leaving the service under conditions of superannuated retirement or disability retirement shall receive a ten thousand (\$10,000) life insurance policy providing the policy shall be owned and administered by the Borough and shall have no cash surrender value. The Borough shall supply evidence of the policy, to the officer, within thirty (30) days of separation. The value of the policy shall not be reduced.
  - C. A police officer, upon superannuated retirement, shall be given his/her official police badge, or upon a service connected death, the police officer's badge shall be given to a member of his/her family.
  - D. Upon retirement, a police officer shall be given an identification card the same as an active member except that on the back of the card shall be printed the word "RETIRED".
  - E. All officers retiring, under any conditions, shall be paid all compensations and bonuses due on the next payday following their effective retirement or termination date.
  - F. Active officers, and Retired members participating in the DROP program, shall contribute 2% of base compensations (except longevity, education incentive, residency, cashed-in-leaves, and any other special pay) towards the cost of retirement medical coverage. These contributions shall be tax deferred on the W-2 wage statement form. Deductions from Retired members participating in the DROP program will continue until termination from the DROP program.

#### **SECTION 403 - DEFERRED RETIREMENT OPTION PLAN (DROP)**

- A. **Eligibility:** Any member who has reached his/her normal retirement date may elect to become a participant in the DROP.
- B. **Election to Participate:** Election to participate in DROP is irrevocable. The member shall make the election by using forms and procedures as prescribed by the Trustee. The documentation that must be executed before a member may participate in the DROP Program shall include a provision releasing the Borough from any liability with regard to investment and other losses and shall contain an acknowledgement that any fees, commissions and administrative costs attributable to DROP participation shall be the sole and exclusive responsibility of the Police Officer. As a condition precedent to participation in DROP, the Officer must also acknowledge and agree to hold the

Borough harmless for any consequences of the Officer's decision to participate in DROP, including, but not limited to any tax consequences or implications of DROP participation and/or any monetary loss incurred as the result of DROP participation.

- C. DROP Pension Payments: Upon entry into the DROP, a member's Service and Average Applicable Compensation shall be frozen and his/her monthly DROP pension payment shall be calculated as if he/she had actually retired on the date he/she entered the DROP. The monthly DROP pension payment, plus any applicable COLA, shall be paid to an Individual DROP Investment Account. The Trustee or a third-party administrator shall maintain the Account.
- D. Individual DROP Investment Account: Each member shall select the investments in his/her individual investment account from an array of options as selected by the Trustee. The Trustee may select a third-party to provide mutual fund or other investment options, record-keeping and reporting to the members and the Trustee. All investment and administration costs shall be charged against the individual DROP Investment Accounts of the participants. The DROP account shall be a self-directed investment vehicle with the officer having exclusive control over the investment of his or her DROP account monies. The Borough shall have no responsibility, and makes no guarantee, for the performance of any investments made by the officer, nor shall the Borough guarantee or be required to guarantee that an officer's DROP account generate a specific amount of earnings, interest, or income or any earnings, interest or income at all. Any investment losses occurring in an Officer's DROP account shall be the sole and exclusive responsibility of the officer, and the Borough shall have no liability or responsibility for the same. Likewise, the Borough's establishment of a DROP shall not be construed to endorse any retirement vehicle, investment manager, fund, stock or other investment, nor shall the DROP be construed as providing tax advice or other information to retirees. By entering into the DROP, each participating officer holds the Borough harmless for any tax, investment, financial or other consequences of the DROP program or the officer's participation therein. As a condition of DROP participation, each Officer acknowledges that investing funds involves the risk of loss and that he/she should consult a professional prior to making any decisions.
- E. Maximum Participation: The maximum period of participation in the DROP is thirty-six (36) months. Once the maximum participation has been achieved, the member must terminate employment and separate from service.
- F. Distribution Options: Commensurate with DROP participation a member shall make an election, on forms designated by the Trustee, of the payout option(s) he/she wishes at the termination of the DROP period. This election may be changed at any time prior to termination. The distribution options are as follows:
1. A full and single lump sum distribution.
  2. Rollover to another qualified retirement plan (as permitted by law) or to an IRA.
  3. Purchase of an Annuity.
  4. Keep the Monies in the Individual DROP Investment Account.
  5. Monies kept in the Individual DROP Investment Account may be withdrawn in any manner desired by the member.
- G. Beneficiary Designation: Commensurate with DROP participation a member shall make an election, on forms designated by the Trustee, of the beneficiary or beneficiaries he/she wishes to receive the monies in his/her Individual DROP Investment Account in the event of his/her death before all amounts have been distributed.

- H. Disability: A member who becomes permanently disabled during the DROP period and retires from service shall immediately receive a service connected disability pension benefit as provided for under ARTICLE IV, SECTION 401, B of the CBA. Such member shall also have immediate access to all funds deposited into his/her DROP Investment Account. The participant will then have access to distributions from his/her Individual DROP Investment Account.
- I. Other Aspects of Employment: Except as otherwise stated above, members participating in DROP shall be eligible for the same benefits as any other member. An officer's election to participate in the DROP program shall in no way be construed as a limitation on the Borough's right to suspend, demote or to terminate a Police Officer for just cause or to grant the Police Officer an honorable discharge based upon a physical or mental inability to perform his or her duties.
- J. Death in the Line of Duty: Any officer killed in the line of service shall be entitled to the benefits provided under Act 51 of 2009. In accordance with the terms of that statute, such benefits are payable by the Commonwealth of Pennsylvania and not by the Borough from its police pension fund or other Borough fund.
- K. Amendment: Any amendments to the DROP Ordinance shall be consistent with the provisions covering deferred retirement option plans set forth in any applicable collective bargaining agreement and shall be binding upon all future DROP participants and upon all DROP participants who have balances in their deferred retirement option accounts. The DROP Plan may only be amended by a written instrument, not by any oral agreement or past practice.
- L. Change in Law: In the event that the DROP provision is declared invalid or illegal through a final determination by a court of competent jurisdiction, the Police Officers shall have the right to bargain in accordance with Act 111 over the impact of such determination.

## ARTICLE V - EQUIPMENT

### SECTION 501 - POLICE DEPARTMENT EQUIPMENT

#### A. VEHICLE INSPECTION

1. Police vehicles may be inspected by the Borough's employed mechanic regardless of vehicle age or mileage in accordance with the following conditions:
  - a. Neither the Borough of Pottstown, its elected or appointed officials, agents or employees shall order, imply, or otherwise suggest that the employed mechanic pass a vehicle as safe to use if said vehicle does not pass Pennsylvania State Inspection.
  - b. If the Pottstown Police Officers Association indicates that a vehicle is no longer in compliance, the Association shall immediately notify the Borough Manager, Chief of Police and the employed Borough mechanic in writing and said vehicle shall be taken for re-inspection by the employed mechanic. The vehicle shall not be returned to service until the re-inspection is completed.
  - c. If after Step b, the Pottstown Police Officers Association feels that said vehicle is not in compliance with Pennsylvania State Inspection Laws, the Association may notify the Pennsylvania State Police garage inspector who shall make the final determination.
  - d. The Borough further agrees to take no action against any member of the Pottstown Police Officers Association who in good faith enforces any items of these conditions or who shall enforce any of the sections of the Pennsylvania Motor Vehicle Code against improperly inspected and unsafe vehicles.

## ARTICLE VI - INSURANCE

### SECTION 601 -

#### HOSPITALIZATION, MAJOR MEDICAL, DENTAL, VISION and PRESCRIPTION INSURANCE

##### A. Hospitalization, Major Medical, Dental, Vision and Prescription

Effective January 1, 2017, all full-time police officers of the Borough shall be covered by the Independence Blue Cross Personal Choice **PPO Plus 6B \$20 Buy Up Plan** as outlined in the attached summary and described in Attachment IV-A.

Effective January 1, 2017 to March 31, 2017, all full-time police officers shall also have the option of receiving health coverage under the Independence Blue Cross Personal Choice **PPO Plus 6B \$25 Base Plan**, for which no employee contribution to health insurance premiums shall be required. The benefits are outlined in the attached summary and described in Attachment IV-B.

Effective April 1, 2017, all full-time police officers shall also have the option of receiving health coverage under the Independence Blue Cross Personal Choice **PPO Plus 6B \$30 Base Plan**, for which no employee contribution to health insurance premiums shall be required. The benefits are outlined in the attached summary and described in Attachment IV-C.

Effective April 1, 2017, all full-time police officers shall also have the option of receiving health coverage under the Independence Blue Cross Personal Choice **PPO Plus 6B \$30 Base Plan with Health Account**, for an annual premium contribution of \$300.00 {amount pro-rated to \$225 for 2017}. The benefits are outlined in the attached summary and described in Attachment IV-C.

##### B. Dependents

Benefits eligible dependents (for purposes of employees' benefits eligibility under the Borough of Pottstown's collective bargaining agreements and for all other benefits eligible employees) are defined as:

1. The legal spouse of a "benefits eligible" employee who works 30 hours per work week or 130 hours per month in compliance with the Patient Protection and Affordable Care Act (PPACA) and as scheduled by the Borough of Pottstown.
2. The biological child or legally adopted child or legal dependent child of a full time "benefits eligible" employee, up to the child's attainment of age 26 {age eligibility contingent upon Federal law}.
3. The Borough of Pottstown reserves the right to verify the eligibility of any individual enrolled or requesting to be enrolled in the Borough of Pottstown's benefits programs in accordance with all applicable laws and regulations.
4. The Borough of Pottstown reserves the right to modify any aspect of the benefits program in accordance with all applicable laws and the Collective Bargaining agreement.

##### C. Benefit Book

A copy of a current officers' insurance benefit book is available on the Independence Blue Cross website at [www.ibxpress.com](http://www.ibxpress.com).

##### D. Pre-Certification Program

The Employer will implement, as of January 1, 1990, a "pre-certification program" for hospital stays, which will require each officer to contact a designated agency for certification prior to being admitted for hospital confinement.

##### E. Prescription Plan

The Employer shall continue to provide, in force for each officer and their dependents, coverage under the **PPO Plus 6B \$20 Buy Up Prescription Plan**. Provided, however, there will be a \$50.00 upfront deductible per family member {a maximum deductible of two (2) family members or

\$100.00} and officers shall have a copayment of Forty Dollars (\$40.00) for brand formulary and non-preferred prescriptions and Twenty Dollars (\$20.00) for generic prescriptions. Mail order prescriptions will be Twenty Dollars (\$20.00).

The Employer shall provide Prescription Plan through a Base Plan option, either through **PPO Plus 6B \$25 Base Plan {effective 1/1/17 – 3/31/17}** or **PPO Plus 6B \$30 Base Plan**, as elected by each officer and their dependents. Provided, however, there will be a \$100.00 upfront deductible per family member {a maximum deductible of two (2) family members or \$200.00} and officers shall have a copayment of Seventy-Five Dollars (\$75.00) for non-formulary brand prescriptions, Fifty Dollars (\$50.00) for brand formulary prescriptions and Twenty-five (\$25.00) for generic prescriptions. Mail order prescriptions will be one time the retail rate (\$25 generic / \$50 brand formulary / \$75 non-formulary brand for 90-days) with either of the Base Plans.

F. The Borough reserves the right, in its sole discretion, to change carriers or policies; provided, however, that any benefit reductions or eliminations must be expressly approved by the Association. The Association shall not unreasonably withhold approval of changes.

G. Healthcare Contributions

1. Effective January 1, 2017 to March 31, 2017, all full-time officers shall contribute on a bi-weekly basis to the cost of health insurance premiums for the **PPO Plus 6B \$20 Buy Up Plan** according to the following schedule:

Single - \$35                      Two-Party - \$65                      Family - \$75

Effective April 1, 2017, all full-time officers shall contribute on a bi-weekly basis to the cost of health insurance premiums for the **PPO Plus 6B \$20 Buy Up Plan** according to the following schedule:

Single - \$40                      Two-Party - \$75                      Family - \$85

Effective January 1, 2018, all full-time officers shall contribute on a bi-weekly basis to the cost of health insurance premiums for the **PPO Plus 6B \$20 Buy Up Plan** according to the following schedule:

Single - \$45                      Two-Party - \$85                      Family - \$100

Effective January 1, 2019, all full-time officers shall contribute on a bi-weekly basis to the cost of health insurance premiums for the **PPO Plus 6B \$20 Buy Up Plan** according to the following schedule:

Single - \$50                      Two-Party - \$95                      Family - \$110

2. Effective April 1, 2017, full-time police officers shall also have the option to elect to contribute on a bi-weekly basis to the cost of the **PPO Plus 6B \$30 Base Plan with Health Account**, with a contribution of \$11.25 on a bi-weekly basis. In 2017, the Health Account benefit levels are as follows:

<u>Once Out of Pocket Amount is Reached:</u>		<u>Borough will pick up the next in Maximum Out of Pocket Costs:</u>	
Single:	\$150.00	Single Health Account Benefit:	\$562.50
2- Party:	\$300.00	2-Party Health Account Benefit:	\$937.50
Family:	\$450.00	Family Health Account Benefit:	\$937.50

Effective January 1, 2018 and January 1, 2019, full-time police officers shall also have the option to elect to contribute on a bi-weekly basis to the cost of the **PPO Plus 6B \$30 Base Plan with Health Account**, with a contribution of \$11.54 on a bi-weekly basis. In 2018 & 2019, the Health Account benefit levels are as follows:

<u>Once Out of Pocket Amount is Reached:</u>		<u>Borough will pick up the next in Maximum Out of Pocket Costs:</u>	
Single:	\$200.00	Single Health Account Benefit:	\$ 750.00
2- Party:	\$400.00	2-Party Health Account Benefit:	\$1,250.00
Family:	\$600.00	Family Health Account Benefit:	\$1,250.00

The Health Account is a Borough-funded account. The claims will be paid by a separate administrator. The Health Account can be used solely for Borough Medical Plan applied to the out of pocket costs (deductible, coinsurances, and medical plan copays ONLY) of that plan year. The deductible, coinsurance, and medical copays are the amount that [Independence Blue Cross] reduces from payment for the Boroughs' Medical Plan only and is otherwise the employee's responsibility. ONLY AMOUNT LABELED BY IBC AS DEDUCTIBLE, COINSURANCE, OR COPAYS ARE ELIGIBLE. The copays, deductible or COINSURANCE for the prescription plan are not eligible for reimbursement under Health Account.

For each plan year, employees will become entitled to this help if they have high out of pocket costs as defined above. Monies not used in each specific plan year for out of pocket costs will expire at the end of that plan year.

3. Full-time police officers that elect the option of receiving health coverage under the Independence Blue Cross Personal Choice **PPO Plus 6B \$30 Base Plan**, no employee contribution to health insurance premiums shall be required.
4. Retired members participating in the DROP program shall make contributions through payroll deductions (the same as active members) to Active Medical as required. Deductions from Retired members participating in the DROP program will continue until termination from the DROP program.

#### H. Change in State or Federal Laws

In the event there are any subsequent changes to State or Federal Law or regulations due to the implementation of the Patient Protection and Affordable Care Act (PPACA), such changes shall override or supersede any language set forth in this Agreement to the contrary. It is the specific intent of the parties hereto that this Agreement comply with all applicable Federal and State Laws and Regulations with respect to healthcare as a result of the implementation of PPACA and its supplemental regulations.

#### **SECTION 602 - LIFE INSURANCE**

- A. Each full-time police officer shall be provided with a fifty thousand dollar (\$50,000.00) life insurance policy, while employed by the Borough, which shall apply on a twenty-four (24) hour basis.
- B. Upon retirement or termination, an officer shall have the option of converting this coverage to personal coverage at the officer's expense.

#### **SECTION 603 - ACCIDENTAL DEATH AND DISMEMBERMENT**

- A. The Borough shall provide each full-time officer with a forty thousand dollar (\$40,000.00) accidental death and dismemberment insurance provision, which shall apply on a twenty-four (24) hour basis.

#### **SECTION 604 - CIVIL LIABILITY AND FALSE ARREST INSURANCE**

- A. The Borough shall provide civil liability and false arrest insurance for the benefit of police officers.

#### **SECTION 605 - WORKERS' COMPENSATION**

- A. All police officers sustaining a work related injury are entitled to Workers' Compensation.
- B. Upon request, the Borough shall contact the administrator to make inquiry concerning the status and payment of medical claims.



**SECTION 606 - AMERICANS WITH DISABILITIES ACT (ADA)**

- A. Nothing contained within this Agreement shall hinder the Borough from fulfilling the requirements of the ADA.

**ARTICLE VII – DISPUTES****SECTION 701 - GRIEVANCE AND ARBITRATION PROCEDURE****A. Definitions**

1. **Grievance:** A grievance is a claim by a police officer or the Association, based upon the interpretation, application or violation of policies, agreement and administrative decisions affecting a police officer or police officers which, it is alleged, violated the terms of this Agreement and which include matters of discipline including discharges.
2. **Aggrieved Person:** An aggrieved person is a person or persons or the Association making the claim.
3. **Party in Interest:** A party in interest is the person or persons making a claim and any person including the Association, or the Borough, which may be required to take action or against whom action might be taken in order to resolve the claim.

**B. Purpose**

The purpose of this procedure is to seek at the lowest possible level, equitable solutions to the problems, which may from time to time arise, which affect the terms and conditions of the written Agreement. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

**C. Remedy**

Grievances are limited to matters involving interpretation of this Agreement, including matters of discipline. If the Borough or Chief of Police fails to respond in a timely manner in any step of the grievance procedure, the grievance is automatically denied and proceeds to the next step.

**D. Procedural Steps****1. Step 1**

Before reducing a grievance to writing, the police officer shall contact his/her representative for the purpose of resolving the dispute informally with the immediate supervisor.

**2. Step 2**

In the event a grievance, when economic in nature, is not resolved at Step 1, it shall be presented in writing to the Borough Manager, or designated representative, within twenty-one (21) calendar days of its occurrence or knowledge of occurrence. The Borough Manager, or designated representative, shall respond to grievances that are economic in nature, in writing, to the police officer and the Association representative within seven (7) calendar days of its presentation.

Grievances that are non-economic in nature shall be forwarded to Step 3.

**3. Step 3 Economic Disputes:**

In the event a grievance, that is economic in nature, is not resolved at Step 2, an appeal must be presented in writing within fifteen (15) calendar days after the response at Step 2 to the Borough Manager. The Borough Manager, or designated representative, shall establish a conference on the matter within ten (10) calendar days. Such a conference shall be scheduled within twenty (20) calendar days of the Step 2 appeal. The Borough Manager, or designated representative, shall issue a written determination to the police officer and Association representative within seven (7) calendar days of the Step 3 appeal conference date.

Non-Economic Disputes:

A grievance when non-economic in nature shall be presented in writing to the Chief of Police within fifteen (15) calendar days of its occurrence or knowledge of occurrence. The Chief of Police shall establish a conference on the matter within ten (10) calendar days. Such a conference shall be scheduled within twenty (20) calendar days of the Step 1 appeal. The Chief of Police shall issue a written determination to the police officer and Association representative within seven (7) calendar days of the Step 3 appeal conference date.

4. Step 4

In the event the grievance has not been satisfactorily resolved at Step 3, a written notice for arbitration must be made within thirty (30) calendar days following the date that the Step 3 decision is due or delivered. Notice of the intent to proceed to arbitration must be served upon the Borough Manager and Chief of Police.

5. The arbitrator is to be selected by the parties, jointly, within seven (7) days after notice has been given. If the parties fail to agree on an arbitrator, either party may request the American Arbitration Association to provide a list of possible arbitrators for the purpose of selecting a neutral arbitrator in accordance with the rules of the American Arbitration Association.

The Arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement, or any other arbitration awards. The Arbitrator shall be confined to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issues. The Arbitrator shall be required to issue a decision including findings of fact and conclusions within thirty (30) calendar days after the hearing or receipt of the transcripts of the hearing. The decision of the Arbitrator shall be final and binding on both parties. Fees and expenses of the Arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

E. Time Limits

Time limits contained in this section may be extended, by mutual agreement, in writing.

F. Processing

The police officer submitting a grievance and an Association representative, when required, and a reasonable number of witnesses shall be granted reasonable time during working hours (if required) to process grievances in accordance with this section without loss of pay or leave, providing police coverage is not compromised. For the purposes of this sub-section, the processing of grievances is defined as the actual presentation of the grievance and any discussions necessary involving the presentation. In any event, the total time allowed for each grievance shall be limited to what is reasonably needed to settle the grievance, with consideration to outside contributing factors (lawyers, hearing, etc.). The investigation and presentation related to minor grievances (pay disputes, etc.) shall be limited to thirty (30) minutes at each step of the grievance procedure.

G. Representation

Any Association member filing a grievance has the right to be accompanied by an Association representative at all steps of the grievance procedure.

H. Miscellaneous

1. The Association must receive notice of any grievance filed and must have an opportunity to appear with the grievant at all steps of the grievance procedure. The Association will provide the Borough with a list of Association representatives, and update it as necessary.
2. All grievance meetings and/or conferences, as provided for within this section, shall be conducted in private and shall include the grievant and his/her representatives, the Chief of

- Police and/or the Borough and their representatives and any witness that either party wishes to produce.
3. It is understood and agreed that if either party uses the services of an attorney, the expense incurred shall be borne by the party requesting such services.
  4. Expenses of expert witnesses for either side shall be borne by the parties producing such witnesses.
  5. The total costs of stenographer's records, which may be made, and transcripts thereof, shall be paid by the parties ordering same.
  6. All decisions rendered by the Borough or Chief of Police at Step 2 and Step 3 of the grievance procedure shall be in writing setting forth the decision and the reasons thereof, and shall be transmitted promptly to all parties in interest and to Association.
  7. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
  8. Forms for the submittal of and response to grievances shall be prepared by the Borough and shall be given to the Association.

## **ARTICLE VIII - PERSONNEL MATTERS**

### **SECTION 801 - SENIORITY**

- A. All jobs within the police department shall be posted on a common bulletin board. Job opening notices shall be posted fourteen (14) calendar days prior to filling the position.
- B. Seniority is defined to mean an officer's length of continuous and uninterrupted service within the Pottstown Police Officers Association bargaining unit.
- C. An officer's continuous service record shall be broken by the following:
  1. Voluntary resignation.
  2. Discharge for just and proper cause.
- D. Where two or more officers of the same classification were appointed on the same date, then length of total service with the Police Department shall determine their seniority in classification. If length of total service with the Police Department is also the same, then seniority will be determined by their rating score on the Civil Service List. Should the rating score be the same, then seniority will be determined by lottery and method determined administratively.
- E. Seniority will be taken into consideration for shift bidding.
- F. The Borough shall establish and maintain two (2) seniority lists, one by department seniority and one by classification seniority. Provided a change has occurred, both seniority lists shall be updated at least once every six (6) months.
- G. Vacation selections shall be governed by seniority between January 1st and March 31st. The number of persons in a specific unit on vacation at any one time shall be determined by the supervisor in accordance with the department's work schedules. Vacation selection after March 31st shall be granted on a first come, first served basis.
- H. Seniority shall be utilized for holiday selection in the following manner: Officers may select a maximum use of sixteen (16) holiday hours per calendar year wherein approval will be granted

based on seniority. Holiday use (except New Year's) must be requested between January 1st and March 1st in the year the holiday is to be used for seniority to apply. The calendar year, for purposes of this paragraph, is January 2nd through January 1st of the following year.

#### **SECTION 802 - OFFICIAL STARTING DATE**

- A. Police officers shall be sworn to duty prior to the official starting date. Official starting date or anniversary date, for the purpose of computing length of service, shall be recognized as the effective payroll authorization date. A new officer shall become a member of the Pottstown Police Pension Fund, initiate contributions, if required, and secure eligibility for any and all pension benefits on his/her official starting date.

#### **SECTION 803 - RESIGNATIONS**

- A. Any officer whose termination from service is sought may resign at any time. Officers should give two (2) weeks written notification to the Mayor and Chief of Police of resignation. The officer's work record and personnel file as it pertains to the resignation, except disciplinary actions, shall only show that the officer resigned of his/her accord.
- B. Any officer who terminates, for any reason, shall be paid all compensations and bonuses due before the end of the next full pay period following his/her effective termination date.

#### **SECTION 804 - DISCRIMINATION**

- A. The Borough and the Association agree that they shall not discriminate in any way on account of race, creed, religion, sex, national origin, political affiliation, handicap, age or sexual orientation, as provided by law.

#### **SECTION 805 - POLICY AND PROCEDURE**

- A. Except for emergency situations, prior to any S.O.P. establishment, or change, the Borough agrees to first meet and discuss with the Association and consider the Association's input, then post the proposed S.O.P. or changes at least thirty (30) calendar days prior to the effective date of the S.O.P. or changes.
- B. A waiver of the thirty (30) day posting may be granted by the Association.

#### **SECTION 806 - PERSONNEL FILES**

- A. Disciplinary actions recorded in a police officer's service folder shall be permanently removed and delivered to the officer in question after a period of forty-eight (48) months from the disciplinary action's effective date, provided there has been no recurrence of the same or similar offense during that period. This benefit shall be retroactive to disciplinary actions imposed after January 1, 1974.

#### **SECTION 807 - PROMOTIONS**

- A. All promotions shall be made in accordance with State law and shall be made as soon as possible after the vacancy occurs. Within ninety (90) days of the effective date of the vacancy, Borough Council shall direct the Civil Service Commission to begin the examination procedure, provided no eligibility list exists. Promotions from the resulting eligibility list shall be made as soon as possible after the eligibility list has been certified.
- B. Eligibility lists shall be valid for a maximum period of two (2) years.
- C. All officers taking promotional examination tests shall be placed on the applicable eligibility list. There shall be no pass/fail on any portion of the testing procedure.

#### **SECTION 808 - LEGAL AID**

- A. If an officer is a defendant in a civil suit arising from the performance of his/her duties, the Borough shall immediately furnish counsel and defend the officer.

- B. In the event of settlement of any lawsuit involving any officer, the Borough shall provide said officer with a copy of any release obtained.

## **ARTICLE IX – MISCELLANEOUS**

### **SECTION 901 - TRAINING**

- A. All information received, by the Police Administration, on available schooling shall be posted on a common bulletin for consideration by all members of the Department. Officers shall be availed the opportunity to submit requests for available schooling prior to a selection by the Administration.

### **SECTION 902 - SPECIAL UNIFORMED ASSIGNMENTS**

- A. Officers who wish to work for private persons or organizations in police related functions, while utilizing Borough owned equipment, and while performing such services within the Borough limits, may do so only when in conformance with rules governing such practices to be prescribed by Borough Council.
- B. Officers are prohibited from engaging in any type of security or other police function which requires the use of Departmental equipment including uniforms unless that employment has been arranged through the Department or the Borough.
- C. Any police related functions, which may or may not require the power of arrest, shall be compensated fully according to this Agreement and current law and the Borough shall accept full responsibility for all work related issues such as insurance and workers' compensation.

### **SECTION 903 - UNION BUSINESS AND FRATERNAL ORDER OF POLICE PARTICIPATION**

- A. The official representative of the Association to the Fraternal Order of Police shall be permitted time off, without pay, when administratively feasible, for the purposes of attending official Fraternal Order of Police functions.
- B. Union activities conducted during working hours shall not result in loss of pay.

### **SECTION 904 - PART-TIME POLICE OFFICERS**

- A. A part-time police officer is defined as a police officer who works up to and including thirty-two (32) hours per week.

### **SECTION 905 - OTHER DUTIES**

- A. Officers shall not be required to transport animals (alive or dead), except in situations where there is a clear and present danger to the public.

### **SECTION 906 - COPY OF AGREEMENT**

- A. At the time of the officer's initial hire orientation, the Borough shall provide to each newly hired officer who is covered by the terms of this Agreement, one (1) paper copy of the Agreement in effect at the time of hiring.
- B. The Borough shall provide an electronic copy of this Agreement to all officers covered by the Agreement, within ten (10) days after the Agreement is signed by both parties, or after an arbitration award has been rendered and is finalized.

### **SECTION 907 - SEVERABILITY**

- A. In the event that any provisions of this Agreement are found to be in violation with existing statutes, by competent authority, the provisions of the statutes shall prevail. If any provisions herein are found to be invalid by a court or other authority having jurisdiction, then such provisions shall be considered void, but all other valid provisions shall remain in full force and effect.

B. In the event that any provision shall be held unlawful and unenforceable by competent jurisdiction, the parties agree to meet forthwith for the purpose of re-negotiating such provision in an attempt to reach a valid agreement.

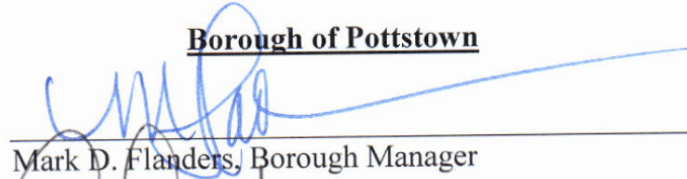
**SECTION 908 - TERM OF AGREEMENT**

A. Unless otherwise specified elsewhere in this Agreement, this Agreement shall have as an effective date of February 22, 2017; and shall remain in full force and effect to and including December 31, 2019 provided, however, that all rights and privileges appertaining to officers under the terms of the within Agreement shall continue until such time as a successor Agreement is reached.

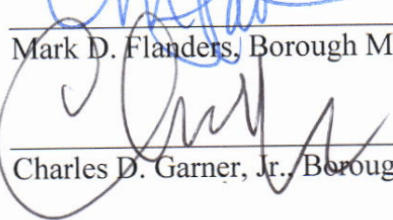
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATE SET FORTH OPPOSITE THEIR SIGNATURE.

**Borough of Pottstown**

02-22-2017  
Date

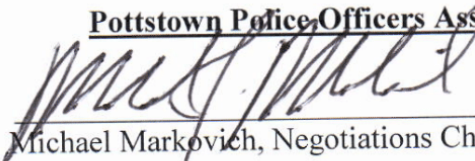
By:   
Mark D. Flanders, Borough Manager

2/22/17  
Date

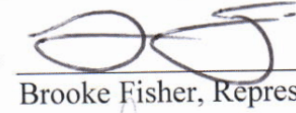
By:   
Charles D. Garner, Jr., Borough Solicitor

**Pottstown Police Officers Association**

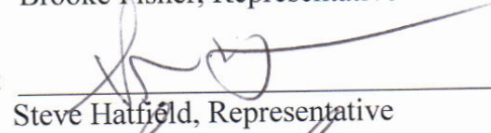
2/22/17  
Date

By:   
Michael Markovich, Negotiations Chairman

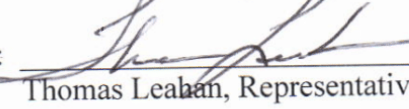
2-22-17  
Date

By:   
Brooke Fisher, Representative

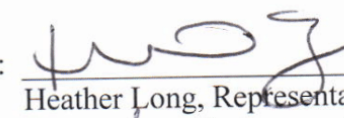
2-22-17  
Date

By:   
Steve Hatfield, Representative

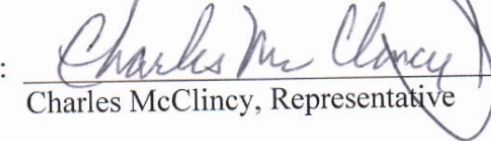
2-22-17  
Date

By:   
Thomas Leahan, Representative

2/22/17  
Date

By:   
Heather Long, Representative

\_\_\_\_\_  
Date


By:   
Charles McClincy, Representative

RE-TYPED 10/04/1990

TENTATIVE AGREEMENT - SIDE LETTER

DOCUMENTS

- A. The Borough shall provide, to the Association, an original bound copy of the Borough's tentative budget and approved budget each year, within thirty (30) days of their printing and/or upon receiving a written request for each document.
- B. The Borough shall provide, to the Association, copies of Ordinances, Resolutions or otherwise written laws concerning any police contract matters to include, but not be limited to: pay, benefits and pension, within thirty (30) days of their printing and/or upon receiving a written request for each document.
- C. The Borough shall provide the Association one complete copy of all insurance policies, covering police officers on an annual basis or when the policies are changed, within thirty (30) days of their printing and/or upon receiving a written request for each document.

  
 \_\_\_\_\_  
 Borough of Pottstown

  
 \_\_\_\_\_  
 Pottstown Police Association

10-04-90  
 DATE

10/5/90  
 DATE

**SIDE LETTER****POLICY REGARDING THE RELATIONSHIP BETWEEN  
THE HEART AND LUNG ACT / WORKERS' COMPENSATION ACT**

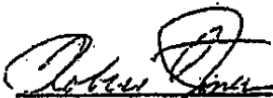
The following procedures will be followed by the Borough and Pottstown Police Officers in injury leave cases under the Heart and Lung Act and the Pennsylvania Workers' Compensation Act. These procedures will be subject to the collective bargaining agreement between the PPOA and the Borough of Pottstown.

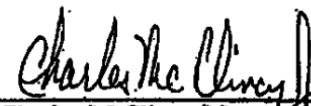
**1. Documenting Wage Benefits for Income Tax Purposes**

Officers who have been out on injury leave because of a work-related injury will receive a W-2 from the Finance Office adjusted to reflect wages paid to the officer as a disability benefit under the Heart and Lung Act.

**2. Worker's Compensation Wage Benefit Checks**

Worker's compensation wage benefit checks will be signed over to the Borough in exchange for the officer's regular wage. Where the wage benefit check exceeds regular wages, the Borough will pay the officer the difference between the workers' compensation benefit and the regular wage.

  
\_\_\_\_\_  
Robert C. Jones, Borough Manager

  
\_\_\_\_\_  
Charles McClincy, Negotiations Chairman

DATE: May 13, 1996

DATE: May 13, 1996



## ***SIDE LETTER***

### **PENSION ISSUES**

The purpose of this Side Letter is to confirm and memorialize the understanding and agreement reached by the Borough and the PPOA with respect to changes to pension benefits contained in Article IV, Retirement, Section 401, Pension, (B), Summary of Benefits. This Side Letter shall explain and clarify the changes to the Summary of Benefits being amended in the Collective Bargaining Agreement and effective January 1, 2004, unless otherwise noted.

It is further the intent and understanding of both the Borough and the PPOA that the need to revise the Summary of Benefits contained in this section is based upon the new requirements of Act 30 as they relate to existing State Pension Law. In addition, a further purpose of the change to the Summary of Benefits is to attempt to comply with and address the concerns of the Pennsylvania State Auditor General set forth in a series of audits of the Pottstown Borough Police Pension Plan, which findings were first presented to the Borough in an audit dated July 22, 1998, and continuing to the present. The conclusions of the State Auditor General were set forth in Objective No. 1 (consisting of Finding No. 1 and Finding No. 2) and Objective No. 2. These Objectives indicated that in the Auditor General's opinion, the Police Pension Plan was not compliant with the requirements of Act 600 and the Auditor General had requested that the Borough undertake to address these issues at the earliest possible occasion.

With that background, the following Summary of Benefits contained in 401(B) are amended with the additional explanation set forth immediately following each benefit.

**SERVICE INCREMENT** - An actuarial study shall be conducted to determine the feasibility for a change in service increment. When at such time the plan actuary determines that the financial condition of the Fund (including increases in State Aid or member contributions) is such that this benefit can be increased with no additional cost to the Borough's general fund to pay the benefit, it shall be provided. The changes in the service increment shall be as follows:

1. A service increment of One Hundred Dollars (\$100.00) per month after 26 years of service;
2. A service increment of Two Hundred Dollars (\$200.00) per month after 28 years of service.

**SURVIVOR'S BENEFIT** - Upon the death of a retired member, or upon the death of an active member who was eligible for retirement at the time of death, the surviving spouse (or if none, the surviving minor child(ren) who have not, as yet, reached their 18<sup>th</sup> birthday, or their 24<sup>th</sup> birthday, if attending college - defined as enrolled in an institution of higher learning and carrying a minimum course load of seven credits per semester) shall receive a monthly pension equal to a minimum of fifty percent (50%) of the pension which such retired member was receiving or which such active member was eligible to receive if he/she had been retired at time of death.

1. In the event there is more than one eligible child to be paid a benefit, the entitled benefit shall be equally divided among the eligible children.

2. The survivor(s) shall be eligible to receive a minimum of fifty percent (50%) of any cost of living adjustment which the deceased retired/active member would have received had he/she still been living and may be eligible to continue to receive COLA increases until the total monthly benefit is equal to a maximum of sixty five percent (65%) of the final average salary of the deceased retiree/officer.

3. The survivor(s) of a service connected disability retiree shall receive a benefit equal to one hundred percent (100%) of the benefit the retiree had been receiving.

4. The surviving spouse shall continue to receive the monthly benefit and any cost of living adjustment (up to the maximum permitted under paragraph 2 above) until their death with one exception. Should the surviving spouse remarry, the monthly benefit (if greater than fifty percent (50%) of the benefit the deceased recipient was receiving or was eligible to receive at the time of death) shall be reduced to fifty percent (50%) of the benefit the deceased recipient was receiving or was eligible to receive at time of death. This benefit, once reduced, shall not be increased.

5. The survivor(s) of an active officer killed or dying in the line of service shall receive a pension benefit to be calculated at one hundred percent (100%) of the member's salary at time of death, which includes 100% of base compensation, annual longevity rate, annual education incentive, and annual residency bonus.

**SERVICE-CONNECTED DISABILITY** - Upon application or application of one acting in his/her behalf, a member shall be retired by the Board on a disability allowance if the physician designated by the Board, after medical examination of the member made at the place of residence of the member or at a place mutually agreed upon, shall certify to the Board that the member is unable to perform the duties of a police officer and the member is permanently disabled.

1. The disability benefit shall be equal to seventy five percent (75%) of the member's salary in the 365 days preceding the time the disability occurred and includes any accrued leave earned during the benefit calculation period.

2. The disability benefit shall not be reduced by the amount of any payments for which the member shall be eligible under the Act of June 2, 1915 (P.L. 736, No. 338), known as the "Pennsylvania Workmen's Compensation Act", or the Act of June 21, 1939 (P.L. 566, No. 284), known as the "Pennsylvania Occupational Deceased's Act".

3. If the retiree receives benefits for the same injuries under the Social Security Act, the disability benefit shall be reduced by the amount of such social security benefits.

4. Should a disability retiree die (and there are no eligible survivors) before the total disability retirement allowance received is at least equal to the amount of his/her accumulated deductions plus accrued interest at the time of the disability retirement, then the Board shall pay to the named beneficiary, if living, or if the named beneficiary predeceased the retiree, or no

beneficiary was named, then to the retiree's estate, an amount equal to the difference between such total retirement allowance received and the retiree's accumulated deductions, including regular interest.

**NON-SERVICE CONNECTED DISABILITY** - This benefit is eliminated for anyone retiring on or after January 1, 2004.

**VOLUNTARY EARLY RETIREMENT** - The provision for retirement after 24 years of service is eliminated for anyone retiring on or after January 1, 2004, and replaced as follows:

**20 and Out Early Retirement**

1. Any member with twenty (20) or more years of service who terminates prior to completion of superannuation retirement age and service requirements and who files a written notification for an early retirement with the Board shall receive the actuarial equivalent of a partial superannuation retirement benefit.

2. The benefit will be calculated by applying the percentage that the member's years of service bear to the years of service that the member would have rendered had the member continued to be employed until his superannuation retirement date to the gross pension amount calculated using the monthly average salary during the appropriate period prior to termination.

3. The actuarial equivalent of the partial superannuation retirement benefit shall be determined by actuarially reducing the partial superannuation retirement benefit to reflect that it will commence on the effective date of the early retirement rather than on the date which the member would have completed superannuation age and service requirements. The actuarial reduction shall be calculated using the actuarial assumptions reported in the last actuarial valuation report.

**INVOLUNTARY RETIREMENT** - This benefit is eliminated for anyone retiring on or after January 1, 2004.

**COST OF LIVING** - Any reference to "minus One Hundred Dollars (\$100.00)" shall be removed from the COLA provision. The COLA shall be applicable beginning with the second monthly benefit after retirement, utilizing the previous year's greater Philadelphia area non-clerical CPI, and then reapplied thereafter each February.

An actuarial study shall be conducted to determine the feasibility for an increase in the COLA. When at such time the Plan Actuary determines that the financial condition of the Fund (including increases in State Aid or member contributions) is such that this benefit can be increased with no additional cost to the Borough's general fund to pay for the benefit increase, the increase shall be provided. The increase shall be as follows:

1. For officers retiring after \_\_\_\_\_ (date to be determined by the Plan Actuary) the COLA shall be capped at twenty-five percent (25%) of final average compensation.

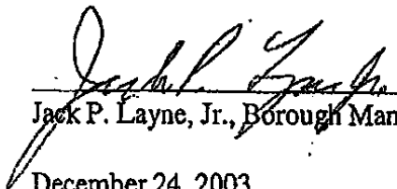
**EXCESS INTEREST COLA** - This benefit is eliminated for anyone retiring on or after January 1, 2004.

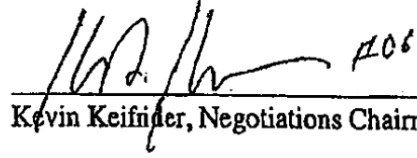
**AFTER TWENTY YEARS RETIRED COLA** - After the remainder of Act 600 COLA is provided; each year that the criteria which is the assets of the Plan must exceed the liabilities, and the Plan Actuary determines that this COLA can be provided with no additional cost to the Borough's general fund to pay for this COLA - are able to be met, an after 20 years retired COLA (which will eventually increase the monthly pension benefit to one hundred percent (100%) of final average compensation) shall be provided to all retirees.

Once an increment is provided, the recipient shall continue to be entitled to that specific increase, however, in order to receive another increase, the criteria specified above must be met.

When provided to the retiree, the initial increase shall be the equivalent of the sum of all the annual CPI's since the retiree was provided a COLA increase.

Survivor's who have not remarried shall also receive this COLA provided it has been at least 20 years since the deceased retiree had retired. These eligible survivors shall receive COLA increases until the total benefit received is equal to sixty-five percent (65%) of the final average salary of the deceased retiree.

  
\_\_\_\_\_  
Jack P. Layne, Jr., Borough Manager  
December 24, 2003

  
\_\_\_\_\_  
Kevin Keifner, Negotiations Chairman  
December 24, 2003

**SIDE LETTER**

**AMENDMENT TO "PENSION ISSUES"  
SIDE LETTER DATED DECEMBER 24, 2003**

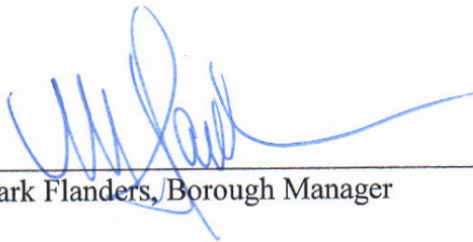
THIS SIDE LETTER shall amend the above referenced Side Letter as follows:

**AFTER TWENTY YEARS RETIRED COLA** – Beginning on the earlier of the date in which the active members have attained the maximum allowable COLA (but not before January 1<sup>st</sup>, 2030) OR January 1<sup>st</sup>, 2030, the After Twenty Years Retired COLA shall be commenced and provided each year that the following criteria are met: the assets of the Plan must exceed liabilities and the Plan Actuary determines that this COLA can be provided with no additional cost to the Borough's general fund to pay for this COLA. This COLA will eventually increase the monthly pension benefit to one hundred percent (100%) of final average compensation and it shall be provided to all retirees.

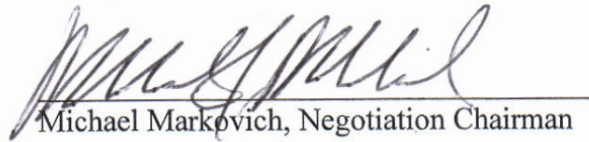
Once an increment is provided, the recipient shall continue to be entitled to that specific increase, however, in order to receive another increase, the criteria specified above must be met.

When provided to the retiree, the initial increase shall be the equivalent of the sum of all the annual CPI's since the retiree was provided a COLA increase.

Survivors who have not remarried shall also receive this COLA provided that it has been at least 20 years since the deceased retiree had retired, except no COLA may be provided to survivors in which all or a portion of the COLA is paid for with State Aid funds, unless or until court decision, state statute or case law allows otherwise. These eligible survivors shall receive COLA increases until the total benefit received is equal to sixty-five percent (65%) of the final average salary of the deceased retiree.

  
\_\_\_\_\_

Mark Flanders, Borough Manager

  
\_\_\_\_\_

Michael Markovich, Negotiation Chairman

DATED: 02-22-2017

DATED: 2/22/17

**ATTACHMENT II**

**Post Retirement Medical Plan**

*{for Retirements from 7/1/1989 to 12/31/1998}*

**THE HARTFORD**

**HEGIT / BRONZE PLAN**

**EXPRESS SCRIPTS RX**

*{Medicare Eligible Only}*

GROUP BENEFITS

## GROUP RETIREE INSURANCE PLAN SUMMARY OF COVERAGE



### BRONZE PLAN FOR RETIREES OF: BOROUGH OF POTTSTOWN THROUGH HARTFORD EMPLOYER GROUP INSURANCE TRUST (HEGIT)

UNDERWRITTEN BY: HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

#### PART A SERVICES

SERVICES	MEDICARE PAYS <sup>(1)</sup>	PLAN PAYS <sup>(1)</sup>	YOU PAY
<b>HOSPITALIZATION</b> <sup>(2)</sup>			
Semi-private room and board, general nursing, and miscellaneous services and supplies:			
First 60 days	All but \$1,316	100% of Medicare Part A Deductible	\$0
61 <sup>st</sup> through 90 <sup>th</sup> day	All but \$329 per day	100% of Medicare Part A Coinsurance	\$0
91 <sup>st</sup> through 150 <sup>th</sup> day (60 day Lifetime Reserve Period)	All but \$658 per day	100% of Medicare Part A Coinsurance	\$0
Once Lifetime Reserve days are used (or would have ended if used) additional 365 days of confinement per person per lifetime	\$0	100%	\$0
<b>SKILLED NURSING FACILITY CARE</b>			
Semi-private room and board, skilled nursing and rehabilitative services and other services and supplies. You must meet Medicare's requirement which includes hospitalization of at least 3 days. You must enter a Medicare-approved facility within 30 days after leaving the hospital:			
First 20 days	All approved amounts	\$0	\$0
21 <sup>st</sup> through 100 <sup>th</sup> day	All but \$164.50 per day	Up to 100% of Medicare SNF Coinsurance	\$0
101 <sup>st</sup> through 365 day	\$0	\$0	All other charges

GBD-1500 (AGP-3806)

**GROUP RETIREE INSURANCE PLAN**  
**SUMMARY OF COVERAGE FOR THE BRONZE PLAN**



SERVICES	MEDICARE PAYS <sup>(1)</sup>	PLAN PAYS <sup>(1)</sup>	YOU PAY
<b>BLOOD DEDUCTIBLE – Hospital Confinement and Out-Patient Medical Expenses</b> When furnished by a hospital or skilled nursing facility during a covered stay.			
First 3 pints	\$0	100%	\$0
Additional amounts	100%	\$0	\$0
<b>HOSPICE CARE</b> Pain relief, symptom management and support services for terminally ill.			
As long as Physician certifies the need	All costs, but limited to costs for out-patient drug and in-patient respite care	Co-insurance charges for in-patient respite care, drugs and biologicals approved by Medicare	<b>All other charges</b>

**PART B SERVICES**

SERVICES	MEDICARE PAYS <sup>(1)</sup>	PLAN PAYS <sup>(1)</sup>	YOU PAY
<b>OUT-PATIENT MEDICAL EXPENSES</b> The Policy may cover the following Medicare Part B Benefits:			
<ul style="list-style-type: none"> <li>• <i>Physician Services Benefit</i></li> <li>• <i>Specialist Services Benefit</i></li> <li>• <i>Outpatient Hospital Services and Ambulatory Surgical Care Benefit</i></li> <li>• <i>Outpatient Diagnostic and Radiology Services Benefit</i></li> <li>• <i>Outpatient Mental Health and Substance Abuse Services Benefit</i></li> <li>• <i>Outpatient Rehabilitative and Cardiac Rehabilitative Services Benefit</i></li> <li>• <i>Emergency Care Benefit</i></li> <li>• <i>Urgent Care Benefit</i></li> <li>• <i>Ambulance Services Benefit</i></li> <li>• <i>Durable Medical Equipment and Prosthetics Benefit</i></li> </ul>			
<i>All Medicare Part B Benefits are based on per vist, except Ambulance Services Benefit, which is based on per trip, and Durable Medical Equipment and Prosthetics Benefit, which is based on per device.</i>			
Medicare Part B Deductible First \$183 of Medicare-approved amounts	\$0	\$0	<b>100%</b>
Remainder of Medicare-approved amounts	80%	100% of the remaining Medicare Part B Coinsurance	<b>\$0</b>



**GROUP RETIREE INSURANCE PLAN**  
**SUMMARY OF COVERAGE FOR THE BRONZE PLAN**



**ADDITIONAL SERVICES**

SERVICES	MEDICARE PAYS <sup>(1)</sup>	PLAN PAYS <sup>(1)</sup>	YOU PAY
<b>PREVENTIVE MEDICAL CARE &amp; CANCER SCREENINGS<sup>(3)</sup></b>			
Coverage for expenses incurred by a covered person for physical exams, preventive screening tests and services, cancer screenings, and any other tests or preventive measures determined to be appropriate by the attending Physician. Refer to your Medicare and You handbook for more information on Preventive services.			
"Welcome to Medicare" Physical Exam -within first 12 months of Part B enrollment	100%	\$0	\$0
Annual Wellness Visit	100%	\$0	\$0
Vaccinations	100%	\$0	\$0
Preventive Care Cancer Screening Benefits <sup>(3)</sup>	Generally 100% for most preventive screenings. Some screenings subject to the Medicare Part B Deductible and Coinsurance	100% of remaining covered expenses Incurred not covered by Medicare	\$0
<b>FOREIGN TRAVEL EMERGENCY</b>			
Medically necessary emergency care services.			
Emergency services needed due to Injury or Sickness of sudden and unexpected onset during the first 60 days while traveling outside the United States.	\$0	80% after \$250 Deductible (to a lifetime maximum of \$50,000)	\$250 Deductible and then 20% of expenses incurred (to a lifetime maximum of \$50,000, then 100% thereafter)

<sup>1</sup> The Foreign Travel Emergency deductible is a separate deductible.

<sup>1</sup> Coverage amounts are valid from the policy effective date to December 31, 2017. This chart describes coverage that is only available to persons who are at least 65 and Medicare-eligible. Medicare amounts typically change January 1 of each year.

<sup>2</sup> A benefit period begins on the first day you receive service as an inpatient in a hospital and ends after you have been out of the hospital and have not received skilled care in any other facility for 60 days in a row. Hospital does not include any institution or part thereof that is used primarily as a nursing home, convalescent

## GROUP RETIREE INSURANCE PLAN

### SUMMARY OF COVERAGE FOR THE BRONZE PLAN



home, or Skilled Nursing Facility; a place for rest, custodial, educational or rehabilitative care; a place for the aged; or, a place for alcoholism or drug addiction.

<sup>3</sup> If any of the cancer screening tests are not covered by Medicare, the plan will pay the usual and customary charges incurred. Please refer to your certificate for a full description of preventive screenings.

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries, including issuing companies Hartford Life Insurance Company and Hartford Life and Accident Insurance Company. Home Office is Hartford, CT. All benefits are subject to the terms and conditions of the policy. Policies underwritten by the issuing companies listed above detail exclusions, limitations, reduction of benefits and terms under which the policies may be continued in force or discontinued. This brochure/presentation explains the general purpose of the insurance described, but in no way changes or affects the policy as actually issued. In the event of a discrepancy between this brochure and the policy, the terms of the policy apply. Complete details are in the Certificate of Insurance issued to each insured individual and the Master Policy as issued to the policyholder. Benefits are subject to state availability.

Not connected with or endorsed by the U.S. Government or the federal Medicare program.

Limitations & Exclusions: The Hartford's Insurance Plan does not cover any expense that is not a Medicare Eligible Expense or beyond the limits imposed by Medicare for such expenses or excluded by name or specific description by Medicare, except as specifically provided in the policy. The plan does not cover: Any part of a covered expense to the extent paid by Medicare; benefits payable under one benefit of the policy to the extent covered under another benefit of the policy; or expense incurred after coverage terminates, except as stated in the Extension-of-Benefits provision of the policy.

**TOPAZ ENRICHED PLAN DESIGN AND BENEFITS**  
**JANUARY 1, 2017 – DECEMBER 31, 2017**

**MEDICARE PART D PRESCRIPTION DRUG BENEFITS PROVIDED BY EXPRESS SCRIPTS**

<b>DEDUCTIBLE STAGE</b>	<b>Deductible: \$0.00</b> Because this plan does not have a deductible, this stage does not apply to you.																																					
<b>INITIAL COVERAGE STAGE</b>	During this stage the plan pays its share of the cost of your covered drugs and you will pay your share. For 2017 you stay in this stage until the total cost of your drugs reaches \$3,700. Once you reach this limit you move on to the Coverage Gap Stage.																																					
<b>MEMBER CO-PAYS</b>	<p align="center"><b>Retail and Maintenance Drug Pharmacy</b></p> <table border="1"> <thead> <tr> <th></th> <th>1 Month Supply</th> <th>2 Month Supply</th> <th>3 Month Supply</th> </tr> </thead> <tbody> <tr> <td>Preferred Generics</td> <td>\$5</td> <td>\$10</td> <td>\$15</td> </tr> <tr> <td>Generic</td> <td>\$10</td> <td>\$20</td> <td>\$30</td> </tr> <tr> <td>Preferred Brand</td> <td>\$25</td> <td>\$50</td> <td>\$75</td> </tr> <tr> <td>Non-Preferred Brand</td> <td>\$50</td> <td>\$100</td> <td>\$150</td> </tr> <tr> <td>Specialty Drugs</td> <td>33%</td> <td>33%</td> <td>33%</td> </tr> </tbody> </table>		1 Month Supply	2 Month Supply	3 Month Supply	Preferred Generics	\$5	\$10	\$15	Generic	\$10	\$20	\$30	Preferred Brand	\$25	\$50	\$75	Non-Preferred Brand	\$50	\$100	\$150	Specialty Drugs	33%	33%	33%	<p align="center"><b>Express Scripts Home Delivery</b></p> <table border="1"> <thead> <tr> <th></th> <th>3 Month/90 Day Supply</th> </tr> </thead> <tbody> <tr> <td>Preferred Generics</td> <td>\$8</td> </tr> <tr> <td>Generic</td> <td>\$15</td> </tr> <tr> <td>Preferred Brand</td> <td>\$56</td> </tr> <tr> <td>Non-Preferred Brand</td> <td>\$138</td> </tr> <tr> <td>Specialty</td> <td>33%</td> </tr> </tbody> </table> <p>You may receive up to a 90-day supply of certain maintenance drugs (medications taken on a long term basis) by mail through <b>Express Scripts Home Delivery</b>. There is no charge for standard shipping.</p>		3 Month/90 Day Supply	Preferred Generics	\$8	Generic	\$15	Preferred Brand	\$56	Non-Preferred Brand	\$138	Specialty	33%
	1 Month Supply	2 Month Supply	3 Month Supply																																			
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<b>COVERAGE GAP STAGE</b>	<p>After your total yearly drug costs reach \$3,700, you will continue to pay the same cost-sharing amount as in the Initial Coverage stage, until you qualify for the Catastrophic Coverage Stage.</p> <p>You stay in this stage until your out-of-pocket costs reach \$4,950. This is the amount you must pay out-of-pocket to leave the Coverage Gap Stage and qualify for the Catastrophic Coverage.</p>																																					
<b>CATASTROPHIC COVERAGE STAGE</b>	<p>During the Catastrophic Stage you will pay the <b>greater of 5% coinsurance or:</b></p> <ul style="list-style-type: none"> <li>• \$3.30 copayment for covered generic drugs (including brand drugs treated as generics).</li> <li>• \$8.25 copayment for all other covered drugs.</li> </ul>																																					

50071

**ATTACHMENT III**

**Post Retirement Medical Plan**

*{for Retirements from 1/1/1999 to 1/1/2011}*

**INDEPENDENCE BLUE CROSS**

**PERSONAL CHOICE PPO PLUS 6B \$15**

**FUTURESCRIPTS**

*{Under age 65}*

**THE HARTFORD**

**BEST TRUST**

**EXPRESS SCRIPT RX**

# Personal Choice

PPO Plus 6B



## POLICE RETIREE pre 2011

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

With Personal Choice...

- You do not need to enroll with a primary care physician
- You never need a referral

Benefit	In-network	Out-of-network <sup>1</sup>
<b>BENEFIT PERIOD</b>	Contract Year <sup>2</sup>	Contract Year <sup>2</sup>
<b>DEDUCTIBLE</b>		
Individual	\$50	\$50
Family	\$100	\$100
<b>AFTER DEDUCTIBLE, PLAN PAYS</b>	80%(unless specified)	80%
<b>OUT-OF-POCKET MAXIMUM<sup>5</sup></b>		
Individual	\$450	\$450
Family	\$1,100	\$1,100
<b>LIFETIME MAXIMUM</b>	Unlimited	Unlimited
<b>DOCTOR'S OFFICE VISITS</b>		
Primary care services	\$15 copayment, no deductible	80%, after deductible
Specialist services	\$15 copayment, no deductible	80%, after deductible
<b>PREVENTIVE CARE FOR ADULTS AND CHILDREN</b>	100%, no deductible	80%, no deductible
<b>PEDIATRIC IMMUNIZATIONS</b>	100% (office visit copayment does not apply), no deductible	80%, no deductible
<b>ROUTINE GYNECOLOGICAL EXAM/PAP</b> <i>1 per year for women of any age<sup>3</sup></i>	100%, no deductible	80%, no deductible
<b>MAMMOGRAM</b>	100%, no deductible	80%, no deductible
<b>NUTRITION COUNSELING FOR WEIGHT MANAGEMENT</b> <i>6 visits per year</i>	100%, no deductible	80%, after deductible
<b>OUTPATIENT LABORATORY/PATHOLOGY</b>	100%, no deductible	80%, after deductible
<b>MATERNITY</b>		
First OB visit	\$15 copayment, no deductible	80%, after deductible
Hospital	100%, no deductible	80%, after deductible <sup>4</sup>

1 Non-Preferred Providers may bill you for differences between the Plan allowance, which is the amount paid by Independence Blue Cross (IBC), and the actual charge of the provider. This amount may be significant. Claims payments for Non-Preferred Professional Providers (physicians) are based on the lesser of the Medicare Professional Allowable Payment or the actual charge of the provider. For covered services that are not recognized or reimbursed by Medicare, payment is based on the lesser of the Independence Blue Cross (IBC) applicable proprietary fee schedule or the actual charge of the provider. For covered services not recognized or reimbursed by Medicare or IBC's fee schedule, the payment is based on 50% of the actual charge of the provider. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the actual charge of the provider.

3 Combined in/out-of-network

4 Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness and substance abuse services.

<sup>2</sup> A contract year benefit period is a consecutive 12-month period that begins on your employer's effective date. The deductible and out-of-pocket maximum amount start at \$0 at the beginning of each contract year.

5 The in-network out-of-pocket maximum includes the copayments, coinsurance and deductible. The out-of-network out-of-pocket maximum includes coinsurance only.

The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.



Benefits underwritten or administered by QCC Insurance Company, a subsidiary of Independence Blue Cross-independent licensees of the Blue Cross and Blue Shield Association.

www.ibx.com

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12/16 - PA - 51+ PPO Plus 6B - OOPM 2015

Benefit	In-network	Out-of-network <sup>1</sup>
<b>ADVANCED REPRODUCTIVE TECHNIQUES</b> <i>unlimited maximum</i>	100%, no deductible	80%, after deductible
<b>INPATIENT HOSPITAL SERVICES</b>		
Facility	100%, no deductible	100%, after deductible <sup>4</sup>
Physician/Surgeon	100%, no deductible	100%, after deductible
<b>INPATIENT HOSPITAL DAYS</b>	Unlimited	70 <sup>1</sup>
<b>OUTPATIENT SURGERY</b>		
Facility	100%, no deductible	80%, after deductible
Physician/Surgeon	100%, no deductible	80%, after deductible
<b>EMERGENCY ROOM</b>	100%, no deductible	100%, no deductible
<b>URGENT CARE CENTER</b>	80%, after deductible	80%, after deductible
<b>AMBULANCE</b>		
Emergency	80%, after deductible	80%, after in-network deductible
Non-emergency	80%, after deductible	80%, after deductible
<b>OUTPATIENT X-RAY/RADIOLOGY</b>		
Routine Radiology/Diagnostic	100%, no deductible	80%, after deductible
MRI/MRA, CT/CTA Scan, PET Scan	100%, no deductible	80%, after deductible
<b>THERAPY SERVICES</b>		
Physical and occupational <i>30 total visits per year for PT/OT combined<sup>3</sup></i>	80%, after deductible	80%, after deductible
Cardiac rehabilitation <i>36 visits per year</i>	80%, after deductible	80%, after deductible
Pulmonary rehabilitation <i>36 visits per year</i>	80%, after deductible	80%, after deductible
Speech <i>20 visits per year<sup>3</sup></i>	80%, after deductible	80%, after deductible
Orthoptic/Pleoptic <i>8 session lifetime maximum<sup>1</sup></i>	80%, after deductible	80%, after deductible
<b>SPINAL MANIPULATIONS</b> <i>20 visits per year</i>	80%, after deductible	80%, after deductible
<b>ALLERGY INJECTIONS</b> <i>(Office visit copayment waived if no office visit is charged)</i>	100%, no deductible	80%, after deductible
<b>INJECTABLE MEDICATIONS</b>		
Standard Injectables	100%, no deductible	80%, after deductible
Biotech/Specialty Injectables	\$50 copayment, no deductible	80%, after deductible
<b>CHEMO/RADIATION/DIALYSIS</b>	100%, after deductible	80%, after deductible
<b>OUTPATIENT PRIVATE DUTY NURSING</b> <i>360 hours per year</i>	100%, after deductible	80%, after deductible
<b>SKILLED NURSING FACILITY</b> <i>120 days per year</i>	100%, no deductible	80%, after deductible
<b>HOSPICE</b>	100%, no deductible	80%, after deductible
<b>HOME HEALTH CARE</b> <i>60 visits maximum per 90 day period</i>	80%, after deductible	80%, after deductible
<b>DURABLE MEDICAL EQUIPMENT</b>	80%, after deductible	80%, after deductible
<b>PROSTHETICS</b>	80%, after deductible	80%, after deductible
<b>MENTAL HEALTH CARE</b>		
Outpatient	\$15 copayment, no deductible	80%, after deductible
Inpatient	100%, no deductible	80%, after deductible <sup>4</sup>
<b>SERIOUS MENTAL ILLNESS CARE</b>		
Outpatient	\$15 copayment, no deductible	80%, after deductible
Inpatient	100%, no deductible	80%, after deductible <sup>4</sup>
<b>SUBSTANCE ABUSE TREATMENT</b>		
Outpatient/Partial facility visits	\$15 copayment, no deductible	80%, after deductible
Rehabilitation	100%, no deductible	80%, after deductible <sup>4</sup>
Detoxification	100%, no deductible	80%, after deductible <sup>4</sup>

1 Non-Preferred Providers may bill you for differences between the Plan allowance, which is the amount paid by Independence Blue Cross (IBC), and the actual charge of the provider. This amount may be significant. Claims payments for Non-Preferred Professional Providers (physicians) are based on the lesser of the Medicare Professional Allowable Payment or the actual charge of the provider. For covered services that are not recognized or reimbursed by Medicare, payment is based on the lesser of the Independence Blue Cross (IBC) applicable proprietary fee schedule or the actual charge of the provider. For covered services not recognized or reimbursed by Medicare or IBC's fee schedule, the payment is based on 50% of the actual charge of the provider. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the actual charge of the provider.

3 Combined in/out-of-network

4 Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness and substance abuse services.

The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.

### What is not covered?

- services not medically necessary
- services or supplies that are experimental or investigative except routine costs associated with clinical trials

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III



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

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III

# Select Drug Program

\$10/\$20/\$20



*Personal*  
CHOICE<sup>®</sup>

## Borough of Pottstown

The Select Drug Program is a comprehensive benefit that provides coverage for prescription drugs<sup>1</sup> when prescribed by a licensed, practicing physician. The Select Drug Program<sup>®</sup> is based on an incentive formulary that includes all generic drugs and a defined list of brand drugs that have been evaluated for their medical effectiveness, positive results, and value. Generic drugs are just as effective as brand drugs and result in the lowest cost sharing for you. Ask your physician whether generic drugs are right for you.

Benefit	Coverage
<b>Retail Pharmacy - Member Cost Sharing (Participating Pharmacy)</b>	
Generic Formulary	\$10 Copayment
Brand Formulary	\$20 Copayment
Non-Formulary Brand	\$20 Copayment
<b>Mail Order Pharmacy - Member Cost Sharing (Participating Pharmacy) <i>Available for maintenance drugs</i></b>	
Generic Formulary	\$10 Copayment (1-30 days supply); \$10 Copayment (31-90 days supply)
Brand Formulary	\$20 Copayment (1-30 days supply); \$10 Copayment (31-90 days supply)
Non-Formulary Brand	\$20 Copayment (1-30 days supply); \$10 Copayment (31-90 days supply)
<b>Total Out-of-Pocket Maximum</b>	Please refer to your Medical Coverage Benefits at a Glance for information about out-of-pocket maximum values. Out-of-pocket maximum includes applicable copayments, coinsurance and deductibles. Your out-of-pocket maximum is a combined maximum of medical, prescription drug and any included pediatric vision and pediatric dental benefits as defined by your benefit plan.
<b>Benefit Period</b>	** Contract Year
<b>Out-of-Network Reimbursement</b>	30% of drugs retail cost for the total amount dispensed. Member must submit for reimbursement.

**Independence**

Benefits underwritten or administered by QCC Insurance Company, a subsidiary of Independence Blue Cross-independent licensees of the Blue Cross and Blue Shield Association.

[www.ibx.com](http://www.ibx.com)

11/16 - PA - 51+ PC Select RX Rider \$10/\$20/\$20 w/ Orals OOPM 2017

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III



Benefit	Coverage
Network	FutureScripts® network* includes more than 60,000 retail pharmacies. You can locate a participating pharmacy near you on <a href="http://www.ibx.com">www.ibx.com</a> by selecting the <i>Find a Participating Pharmacy</i> feature.
<b>Dispensing Limits</b>	
Retail	Up to 30 days supply
Mail order for maintenance drugs	Up to 90 days supply
Formulary	IBC Select Drug Program Formulary. To check the formulary status of a drug or to view a copy of the most recent formulary, log onto <a href="http://www.ibx.com">www.ibx.com</a> .
Specialty Pharmacy Program <i>Mandatory for Self-Administered Specialty Drugs</i>	All covered self-administered specialty medications except insulin will be provided through the convenient Specialty Pharmacy Program for the appropriate cost sharing indicated above. Benefits are available for up to a thirty (30) days supply.
Covered Prescription Drugs <sup>1</sup>	<p>Compound medications of which at least one ingredient is a prescription drug</p> <p>Contraceptives</p> <p>Prescribed smoking cessation drugs</p> <p>Retin-A through age 35</p> <p>Self-injectable drugs</p> <p>Insulin</p> <p>Insulin needles and syringes</p> <p>Lancets (no copayment required at participating pharmacies)</p> <p>Glucometers (no copayment required at participating pharmacies)</p> <p>Diabetic supplies (i.e test strips)</p>

<sup>1</sup> This summary is intended to highlight the benefits available to you. For a complete program description, including all benefits, limitations, and exclusions, refer to your benefit booklet or group contract.

### What is Not Covered?

- Injectable fertility drugs
- Non Federal Legend Drugs
- Weight control drugs
- Devices or supplies except those specifically listed under covered drugs
- Drugs used for cosmetic purposes (e.g., anabolic steroids and minoxidil lotion, Retin-A for aging skin)
- Drugs labeled 'Caution-limited by Federal Law to investigational use', even though a charge is made to an individual
- Any prescription refilled in excess of the number of refills specified by the physician, or any refill dispensed after one year from the physician's original order
- Experimental drugs
- Immunization agents, biologicals, allergy serums, blood, or blood plasma
- Drugs and supplies that can be purchased over the counter except those covered per mandate (with a doctor's prescription)

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**AGP-3988**

**GROUP RETIREE INSURANCE PLAN (GRIP)**

**THROUGH BENISTAR EMPLOYER SERVICES TRUST (BEST)**

**SPONSORED BY: *BOROUGH OF POTTSTOWN***

**SUMMARY OF COVERAGE<sup>1</sup>**

UNDERWRITTEN BY: HARTFORD LIFE & ACCIDENT INSURANCE COMPANY

**PART A SERVICES**

SERVICES	MEDICARE PAYS	PLAN 5 PAYS	YOU PAY
<b>HOSPITALIZATION<sup>(2)</sup></b>			
Semi-private room and board, general nursing, and miscellaneous services and supplies:			
First 60 days	All but \$1,316	\$1,316	\$0
61 <sup>st</sup> through 90 <sup>th</sup> day	All but \$329 per day	\$329 per day	\$0
91 <sup>st</sup> through 150 <sup>th</sup> day • (60 day Lifetime Reserve Period)	All but \$658 per day	\$658 per day	\$0
Once Lifetime Reserve days are used (or would have ended if used) additional 365 days of confinement per person per lifetime.	\$0	100%	\$0
<b>SKILLED NURSING FACILITY CARE<sup>(2)</sup></b>			
Semi-private room and board, skilled nursing and rehabilitative services and other services and supplies. You must meet Medicare's requirements, which includes hospitalization of at least 3 days. You must enter a Medicare-approved facility within 30 days after leaving the hospital:			
First 20 days	All approved amounts	\$0	\$0
21 <sup>st</sup> through 100 <sup>th</sup> day	All but \$164.50 per day	Up to \$164.50 per day	\$0

## GROUP RETIREE INSURANCE PLAN – SUMMARY OF COVERAGE

SERVICES	MEDICARE PAYS	PLAN 5 PAYS	YOU PAY
<b>HOSPICE CARE</b> Pain relief, symptom management and support services for terminally ill.			
As long as Physician certifies the need.	All costs, but limited to costs for out-patient drug and in-patient respite care	Co-insurance charges for in-patient respite care, drugs and biologicals approved by Medicare	All other charges
<b>BLOOD DEDUCTIBLE – Hospital Confinement and Out-Patient Medical Expenses</b> When furnished by a hospital or skilled nursing facility during a covered stay.			
First 3 pints	\$0	100%	\$0
Additional amounts	100%	\$0	\$0

### PART B SERVICES

SERVICES	MEDICARE PAYS	PLAN 5 PAYS	YOU PAY
<b>OUT-PATIENT MEDICAL EXPENSES - In or Out of the Hospital and Out-Patient Hospital Treatment</b> , such as Physician's services, In-Patient and Out-Patient medical and surgical services and supplies, physical and speech therapy, diagnostic tests, durable medical equipment:			
Medicare Part B Deductible	\$0	\$183	\$0
First \$183 of Medicare-approved amounts.			
Remainder of Medicare-approved amounts.	80%	100%	\$0
Clinical Laboratory services, blood tests, urinalysis and more.	100%	\$0	\$0
Part B Excess Charges for Non-Participating Medicare providers covers the difference between the 115% Medicare limiting fee and the Medicare-approved Part B charge.	\$0	100%	0%

## GROUP RETIREE INSURANCE PLAN – SUMMARY OF COVERAGE

### ADDITIONAL SERVICES

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
<b>PREVENTIVE MEDICAL CARE &amp; CANCER SCREENINGS<sup>(3)</sup></b>			
Coverage for expenses incurred by a covered person for physical exams, preventive screening tests and services, cancer screenings, and any other tests or preventive measures determined to be appropriate by the attending Physician. Refer to your Medicare and You handbook for more information on Preventive services.			
"Welcome to Medicare" Physical Exam -within first 12 months of Part B enrollment	100%	\$0	\$0
Annual Wellness Visit	100%	\$0	\$0
Vaccinations	100%	\$0	\$0
Breast Cancer Screening - Mammogram once per year; - Breast exam once every 2 years, or once per year if at high risk	100%	\$0	\$0
Colon Cancer Screening - Fecal occult blood test once per year; - Colonoscopy once every 10 years, or every two years if high risk - Barium enema once every 4 years, or once every 2 years if at high risk	100% for Fecal Occult Blood Test and Colonoscopy	\$0	\$0
	80% after deductible for Barium Enema	100%	\$0
Cervical Cancer Screening - Pap Smear and Pelvic exam once every 2 years, or once per year if high risk	100%	\$0	\$0
Prostate Cancer Screening - PSA Test once per year - Digital Rectal exam once per year	100% for PSA Test	\$0	\$0
	80% after deductible for Digital Rectal exam	100%	\$0
Ovarian Cancer Surveillance Tests -once per year if at high risk	80% after deductible	100%	\$0

SERVICES	MEDICARE PAYS	PLAN 5 PAYS	YOU PAY
<b>FOREIGN TRAVEL EMERGENCY</b>			
Medically necessary emergency care services.			
Emergency services needed due to Injury or Sickness of sudden and unexpected onset during the first 60 days while traveling outside the United States.	\$0	80% after \$250 Deductible (to a lifetime maximum of \$50,000).	\$250 Deductible and then 20% of expenses incurred (to a lifetime maximum of \$50,000, 100% thereafter).

<sup>1</sup> Coverage amounts valid from January 1, 2017 to December 31, 2017.

<sup>2</sup> A benefit period begins on the first day you receive service as an inpatient in a hospital and ends after you have been out of the hospital and have not received skilled care in any other facility for 60 days in a row.

<sup>3</sup> If any of the cancer screening tests are not covered by Medicare, the plan will pay the usual and customary charges incurred.

The summary of program benefits described herein is for illustrative purposes only. In case of differences or errors, the Group Policy governs.

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries, including issuing companies Hartford Life Insurance Company and Hartford Life and Accident Insurance Company. Policies sold in New York are underwritten by Hartford Life Insurance Company. Home Office of both companies is Simsbury, CT. All benefits are subject to the terms and conditions of the policy. Policies underwritten by the issuing companies listed above detail exclusions, limitations, reduction of benefits and terms under which the policies may be continued in force or discontinued. This brochure/presentation explains the general purpose of the insurance described, but in no way changes or affects the policy as actually issued. In the event of a discrepancy between this brochure and the policy, the terms of the policy apply. Complete details are in the Certificate of Insurance issued to each insured individual and the Master Policy as issued to the policyholder. Benefits are subject to state availability.

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**BOROUGH OF POTTSTOWN PLAN DESIGN AND BENEFITS**

**JANUARY 1, 2017 – DECEMBER 31, 2017**

**MEDICARE PART D PRESCRIPTION DRUG BENEFITS PROVIDED BY EXPRESS SCRIPTS**

<b>DEDUCTIBLE STAGE</b>	<b>Deductible: \$0.00</b>	Because this plan does not have a deductible, this stage does not apply to you.																												
<b>INITIAL COVERAGE STAGE</b>	During this stage the plan pays its share of the cost of your covered drugs and you will pay your share. For 2017 you stay in this stage until the total cost of your drugs reaches \$3,700. Once you reach this limit you move on to the Coverage Gap Stage.																													
<b>MEMBER CO-PAYS</b>	<table border="1"> <thead> <tr> <th colspan="4">Retail and Maintenance Drug Pharmacy</th> </tr> <tr> <th></th> <th>1 Month Supply</th> <th>2 Month Supply</th> <th>3 Month Supply</th> </tr> </thead> <tbody> <tr> <td>4 Tier Co-Pay</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Generic</td> <td>\$0</td> <td>\$0</td> <td>\$0</td> </tr> <tr> <td>Preferred Brand</td> <td>\$5</td> <td>\$10</td> <td>\$15</td> </tr> <tr> <td>Non-Preferred Brand</td> <td>\$5</td> <td>\$10</td> <td>\$15</td> </tr> <tr> <td>Specialty Drugs</td> <td>\$5</td> <td>\$10</td> <td>\$15</td> </tr> </tbody> </table>	Retail and Maintenance Drug Pharmacy					1 Month Supply	2 Month Supply	3 Month Supply	4 Tier Co-Pay				Generic	\$0	\$0	\$0	Preferred Brand	\$5	\$10	\$15	Non-Preferred Brand	\$5	\$10	\$15	Specialty Drugs	\$5	\$10	\$15	<p><b>Express Scripts Home Delivery</b></p> <p><b>3 Month/90 Day Supply</b></p> <p>4 Tier Co-Pay</p> <p>Generic \$0</p> <p>Preferred Brand \$10</p> <p>Non-Preferred Brand \$10</p> <p>Specialty \$10</p> <p>You may receive up to a 90-day supply of certain maintenance drugs (medications taken on a long term basis) by mail through the <b>Express Scripts Pharmacy<sup>SM</sup></b>. There is no charge for standard shipping. Not all drugs are available at a 90-day supply, and not all retail pharmacies offer a 90-day supply.</p>
Retail and Maintenance Drug Pharmacy																														
	1 Month Supply	2 Month Supply	3 Month Supply																											
4 Tier Co-Pay																														
Generic	\$0	\$0	\$0																											
Preferred Brand	\$5	\$10	\$15																											
Non-Preferred Brand	\$5	\$10	\$15																											
Specialty Drugs	\$5	\$10	\$15																											
<b>COVERAGE GAP STAGE</b>	<p>After your total yearly drug costs reach \$3,700, you will continue to pay the same cost-sharing amount as in the Initial Coverage stage, until you qualify for the Catastrophic Coverage Stage.</p> <p>You stay in this stage until your out-of-pocket costs reach \$4,950. This is the amount you must pay out-of-pocket to leave the Coverage Gap Stage and qualify for the Catastrophic Coverage.</p>																													
<b>CATASTROPHIC COVERAGE STAGE</b>	<p>During the Catastrophic Stage you will pay the <b>greater of 5% coinsurance or:</b></p> <ul style="list-style-type: none"> <li>\$3.30 copayment for covered generic drugs (including brand drugs treated as generics), with a maximum not to exceed the standard cost-sharing amount during the Initial Coverage stage.</li> <li>\$8.25 copayment for all other covered drugs, with a maximum not to exceed the standard cost-sharing amount during the Initial Coverage stage.</li> </ul>																													

# **ATTACHMENT IV**

## **Medical Coverage**

**INDEPENDENCE BLUE CROSS  
PERSONAL CHOICE PPO PLUS 6B  
FUTURESCRIPTS**

**\$20 BUY UP PLAN {IV-A}**

*{Buy Up Plan Design}*

**\$25 BASE PLAN {IV-B}**

*{Base Plan Design 1/1/2017 - 3/31/2017}*

**\$30 BASE PLAN {IV-C}**

*{Base Plan Design 4/1/2017 }*

# Personal Choice

PPO Plus 6B



## \$20 Buy Up Plan

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

With Personal Choice...

- You do not need to enroll with a primary care physician
- You never need a referral

Benefit	In-network	Out-of-network <sup>1</sup>
<b>BENEFIT PERIOD</b>	Contract Year <sup>2</sup>	Contract Year <sup>2</sup>
<b>DEDUCTIBLE</b>		
Individual	\$250	\$250
Family	\$500	\$500
<b>AFTER DEDUCTIBLE, PLAN PAYS</b>	80%(unless specified)	80%
<b>OUT-OF-POCKET MAXIMUM<sup>5</sup></b>		
Individual	\$400	\$400
Family	\$1,000	\$1,000
<b>LIFETIME MAXIMUM</b>	Unlimited	Unlimited
<b>DOCTOR'S OFFICE VISITS</b>		
Primary care services	\$20 copayment, no deductible	80%, after deductible
Specialist services	\$20 copayment, no deductible	80%, after deductible
<b>PREVENTIVE CARE FOR ADULTS AND CHILDREN</b>	100%, no deductible	80%, no deductible
<b>PEDIATRIC IMMUNIZATIONS</b>	100% (office visit copayment does not apply), no deductible	80%, no deductible
<b>ROUTINE GYNECOLOGICAL EXAM/PAP</b> <i>1 per year for women of any age<sup>3</sup></i>	100%, no deductible	80%, no deductible
<b>MAMMOGRAM</b>	100%, no deductible	80%, no deductible
<b>NUTRITION COUNSELING FOR WEIGHT MANAGEMENT</b> <i>6 visits per year</i>	100%, no deductible	80%, after deductible
<b>OUTPATIENT LABORATORY/PATHOLOGY</b>	100%, no deductible	80%, after deductible
<b>MATERNITY</b>		
First OB visit	\$20 copayment, no deductible	80%, after deductible
Hospital	100%, no deductible	80%, after deductible <sup>4</sup>

1 Non-Preferred Providers may bill you for differences between the Plan allowance, which is the amount paid by Independence Blue Cross (IBC), and the actual charge of the provider. This amount may be significant. Claims payments for Non-Preferred Professional Providers (physicians) are based on the lesser of the Medicare Professional Allowable Payment or the actual charge of the provider. For covered services that are not recognized or reimbursed by Medicare, payment is based on the lesser of the Independence Blue Cross (IBC) applicable proprietary fee schedule or the actual charge of the provider. For covered services not recognized or reimbursed by Medicare or IBC's fee schedule, the payment is based on 50% of the actual charge of the provider. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the actual charge of the provider.

3 Combined in/out-of-network

4 Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness and substance abuse services.

\* A contract year benefit period is a consecutive 12-month period that begins on your employer's effective date. The deductible and out-of-pocket maximum amount start at \$0 at the beginning of each contract year.

5 The in-network out-of-pocket maximum includes the copayments, coinsurance and deductible. The out-of-network out-of-pocket maximum includes coinsurance only.

The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.

# Independence

Benefits underwritten or administered by QCC Insurance Company, a subsidiary of Independence Blue Cross-independent licensees of the Blue Cross and Blue Shield Association.

[www.ibx.com](http://www.ibx.com)

IV-A

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12/16 - PA - 51+ PPO Plus 6B - OOPM 2015



Benefit	In-network	Out-of-network <sup>1</sup>
<b>ADVANCED REPRODUCTIVE TECHNOLOGY</b> <i>unlimited maximum<sup>2</sup></i>	100%, no deductible	80%, after deductible
<b>INPATIENT HOSPITAL SERVICES</b>		
Facility	100%, no deductible	80%, after deductible <sup>4</sup>
Physician/Surgeon	100%, no deductible	80%, after deductible
<b>INPATIENT HOSPITAL DAYS</b>	Unlimited	70 <sup>4</sup>
<b>OUTPATIENT SURGERY</b>		
Facility	100%, no deductible	80%, after deductible
Physician/Surgeon	100%, no deductible	80%, after deductible
<b>EMERGENCY ROOM</b>	100%, no deductible	100%, no deductible
<b>URGENT CARE CENTER</b>	80%, after deductible	80%, after deductible
<b>AMBULANCE</b>		
Emergency	80%, after deductible	80%, after in-network deductible
Non-emergency	80%, after deductible	80%, after deductible
<b>OUTPATIENT X-RAY/RADIOLOGY</b>		
Routine Radiology/Diagnostic	100%, no deductible	80%, after deductible
MRI/MRA, CT/CTA Scan, PET Scan	100%, no deductible	80%, after deductible
<b>THERAPY SERVICES</b>		
Physical and occupational <i>30 total visits per year for PT/OT combined<sup>3</sup></i>	80%, after deductible	80%, after deductible
Cardiac rehabilitation <i>36 visits per year<sup>3</sup></i>	80%, after deductible	80%, after deductible
Pulmonary rehabilitation <i>36 visits per year<sup>3</sup></i>	80%, after deductible	80%, after deductible
Speech <i>20 visits per year<sup>3</sup></i>	80%, after deductible	80%, after deductible
Orthoptic/Pleoptic <i>8 session lifetime maximum<sup>3</sup></i>	80%, after deductible	80%, after deductible
<b>SPINAL MANIPULATIONS</b> <i>20 visits per year<sup>3</sup></i>	80%, after deductible	80%, after deductible
<b>ALLERGY INJECTIONS</b> <i>(Office visit copayment waived if no office visit is charged)</i>	100%, no deductible	80%, after deductible
<b>INJECTABLE MEDICATIONS</b>		
Standard Injectables	100%, no deductible	80%, after deductible
Biotech/Specialty Injectables	\$50 copayment, no deductible	80%, after deductible
<b>CHEMO/RADIATION/DIALYSIS</b>	100%, after deductible	80%, after deductible
<b>OUTPATIENT PRIVATE DUTY NURSING</b> <i>360 hours per year<sup>3</sup></i>	100%, after deductible	80%, after deductible
<b>SKILLED NURSING FACILITY</b> <i>120 days per year<sup>3</sup></i>	100%, no deductible	80%, after deductible
<b>HOSPICE</b>	100%, no deductible	80%, after deductible
<b>HOME HEALTH CARE</b> <i>60 visits maximum per 90 day period<sup>3</sup></i>	80%, after deductible	80%, after deductible
<b>DURABLE MEDICAL EQUIPMENT</b>	80%, after deductible	80%, after deductible
<b>PROSTHETICS</b>	80%, after deductible	80%, after deductible
<b>MENTAL HEALTH CARE</b>		
Outpatient	\$20 copayment, no deductible	80%, after deductible
Inpatient	100%, no deductible	80%, after deductible <sup>4</sup>
<b>SERIOUS MENTAL ILLNESS CARE</b>		
Outpatient	\$20 copayment, no deductible	80%, after deductible
Inpatient	100%, no deductible	80%, after deductible <sup>4</sup>
<b>SUBSTANCE ABUSE TREATMENT</b>		
Outpatient/Partial facility visits	\$20 copayment, no deductible	80%, after deductible
Rehabilitation	100%, no deductible	80%, after deductible <sup>4</sup>
Detoxification	100%, no deductible	80%, after deductible <sup>4</sup>

1 Non-Preferred Providers may bill you for differences between the Plan allowance, which is the amount paid by Independence Blue Cross (IBC), and the actual charge of the provider. This amount may be significant. Claims payments for Non-Preferred Professional Providers (physicians) are based on the lesser of the Medicare Professional Allowable Payment or the actual charge of the provider. For covered services that are not recognized or reimbursed by Medicare, payment is based on the lesser of the Independence Blue Cross (IBC) applicable proprietary fee schedule or the actual charge of the provider. For covered services not recognized or reimbursed by Medicare or IBC's fee schedule, the payment is based on 50% of the actual charge of the provider. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the actual charge of the provider.

3 Combined in/out-of-network

4 Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness and substance abuse services.

The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.

## What is not covered?

- services not medically necessary
- services or supplies that are experimental or investigative except routine costs associated with clinical trials

IV-A

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- hearing aids, hearing examinations/tests for the prescription/fitting of hearing aids, and cochlear electromagnetic hearing devices
- reversal of voluntary sterilization
- expenses related to organ donation for non-member recipients
- alternative therapies/complementary medicine
- dental care, including dental implants, and nonsurgical treatment of temporomandibular joint syndrome (TMJ)
- music therapy, equestrian therapy and hippotherapy
- treatment of sexual dysfunction not related to organic disease except for sexual dysfunction resulting from an injury
- routine foot care, unless medically necessary or associated with the treatment of diabetes
- foot orthotics, except for orthotics and podiatric appliances required for the prevention of complications associated with diabetes
- cranial prostheses including wigs intended to replace hair
- routine physical exams for nonpreventive purposes such as insurance or employment applications, college, or premarital examinations
- immunizations for travel or employment
- services or supplies payable under Workers' Compensation, Motor Vehicle Insurance, or other legislation of similar purpose
- cosmetic services/supplies
- self-injectable drugs
- vision care (except as specified in a group contract)

This summary represents only a partial listing of the benefits and exclusions of the Personal Choice program described in this summary. If your employer purchases another program, the benefits and exclusions may differ. Also, benefits and exclusions may be further defined by medical policy. As a result, this managed care plan may not cover all of your health care expenses. Read your benefits booklet carefully for a complete listing of the terms, limitations, and exclusions of the program. If you need more information, please call 1-800-ASK-BLUE (1-800-275-2583).

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

IV-A  
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# Select Drug Program

\$50/\$20/\$40/\$40



## Borough of Pottstown

The Select Drug Program is a comprehensive benefit that provides coverage for prescription drugs<sup>1</sup> when prescribed by a licensed, practicing physician. The Select Drug Program<sup>®</sup> is based on an incentive formulary that includes all generic drugs and a defined list of brand drugs that have been evaluated for their medical effectiveness, positive results, and value. Generic drugs are just as effective as brand drugs and result in the lowest cost sharing for you. Ask your physician whether generic drugs are right for you.

Benefit	Coverage
Deductible <i>(Applicable to Brand Formulary and Non-Formulary only)</i>	\$50 per person per contract year. Applicable to covered Brand prescription drugs when purchased in-network or out-of-network. When using a participating pharmacy to purchase covered prescription medications, your out-of-pocket amount is based on the FutureScripts <sup>®</sup> negotiated discount price, which is typically lower than the pharmacy's retail cost for the total amount dispensed.
Benefit Period	Contract Year <sup>1</sup>
<b>Retail Pharmacy - Member Cost Sharing (Participating Pharmacy)</b>	
Generic Formulary	\$20 Copayment
Brand Formulary	\$40 Copayment, after deductible is met
Non-Formulary Brand	\$40 Copayment, after deductible is met
<b>Mail Order Pharmacy - Member Cost Sharing (Participating Pharmacy)</b> <i>Available for maintenance drugs</i>	
Generic Formulary	\$20 Copayment (1-30 days supply); \$20 Copayment (31-90 days supply)
Brand Formulary	\$40 Copayment (1-30 days supply); \$20 Copayment (31-90 days supply), after deductible is met
Non-Formulary Brand	\$40 Copayment (1-30 days supply); \$20 Copayment (31-90 days supply), after deductible is met
Total Out-of-Pocket Maximum	Please refer to your Medical Coverage Benefits at a Glance for information about out-of-pocket maximum values. Out-of-pocket maximum includes applicable copayments, coinsurance and deductibles. Your out-of-pocket maximum is a combined maximum of medical, prescription drug and any included pediatric vision and pediatric dental benefits as defined by your benefit plan.
Out-of-Network Reimbursement	30% of drugs retail cost for the total amount dispensed will be reimbursed after the deductible is met. Member must submit for reimbursement.
Network	FutureScripts <sup>®</sup> network <sup>1</sup> includes more than 60,000 retail pharmacies. You can locate a participating pharmacy near you on <a href="http://www.ibx.com">www.ibx.com</a> by selecting the <i>Find a Participating Pharmacy</i> feature.

<sup>1</sup> A contract year benefit period is a consecutive 12-month period that begins on your employer's effective date.



Benefits underwritten or administered by QCC Insurance Company, a subsidiary of Independence Blue Cross-independent licensees of the Blue Cross and Blue Shield Association.  
[www.ibx.com](http://www.ibx.com)

IV-A 11/16 - PA - 51+ PC Select Rx Rider \$50/\$20/\$40/\$40 w Orals OOPM 2017  
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Benefit	Coverage
Dispensing Limits	
Retail	Up to 30 days supply
Mail order for maintenance drugs	Up to 90 days supply
Formulary	IBC Select Drug Program Formulary. To check the formulary status of a drug or to view a copy of the most recent formulary, log onto <a href="http://www.ibx.com">www.ibx.com</a> .
Specialty Pharmacy Program <i>Mandatory for Self-Administered Specialty Drugs</i>	All covered self-administered specialty medications except insulin will be provided through the convenient Specialty Pharmacy Program for the appropriate cost sharing indicated above. Benefits are available for up to a thirty (30) days supply.
Covered Prescription Drugs**	<p>Compound medications of which at least one ingredient is a prescription drug</p> <p>Contraceptives</p> <p>Prescribed smoking cessation drugs</p> <p>Retin-A through age 35</p> <p>Self-injectable drugs</p> <p>Insulin</p> <p>Insulin needles and syringes</p> <p>Lancets (no deductible or copayment required at participating pharmacies)</p> <p>Glucometers (no deductible or copayment required at participating pharmacies)</p> <p>Diabetic supplies (i.e test strips)</p>

\*\*This summary is intended to highlight the benefits available to you. For a complete program description, including all benefits, limitations, and exclusions, refer to your benefit booklet or group contract.

#### What is Not Covered?

- Injectable fertility drugs
- Non Federal Legend Drugs
- Weight control drugs
- Devices or supplies except those specifically listed under covered drugs
- Drugs used for cosmetic purposes (e.g., anabolic steroids and minoxidil lotion, Retin-A for aging skin)
- Drugs labeled 'Caution-limited by Federal Law to investigational use', even though a charge is made to an individual
- Any prescription refilled in excess of the number of refills specified by the physician, or any refill dispensed after one year from the physician's original order
- Experimental drugs
- Immunization agents, biologicals, allergy serums, blood, or blood plasma
- Drugs and supplies that can be purchased over the counter except those covered per mandate (with a doctor's prescription)

# Personal Choice

PPO Plus 6B



## \$25 POLICE Base Plan

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

With Personal Choice...

- You do not need to enroll with a primary care physician
- You never need a referral

Benefit	In-network	Out-of-network
<b>BENEFIT PERIOD</b>	Contract Year	Contract Year
<b>DEDUCTIBLE</b>		
Individual	\$500	\$500
Family	\$1,000	\$1,000
<b>AFTER DEDUCTIBLE, PLAN PAYS</b>	80%(unless specified)	80%
<b>OUT-OF-POCKET MAXIMUM<sup>5</sup></b>		
Individual	\$900	\$900
Family	\$2,000	\$2,000
<b>LIFETIME MAXIMUM</b>	Unlimited	Unlimited
<b>DOCTOR'S OFFICE VISITS</b>		
Primary care services	\$25 copayment, no deductible	80%, after deductible
Specialist services	\$25 copayment, no deductible	80%, after deductible
<b>PREVENTIVE CARE FOR ADULTS AND CHILDREN</b>	100%, no deductible	80%, no deductible
<b>PEDIATRIC IMMUNIZATIONS</b>	100% (office visit copayment does not apply), no deductible	80%, no deductible
<b>ROUTINE GYNECOLOGICAL EXAM/PAP</b> <i>1 per year for women of any age</i>	100%, no deductible	80%, no deductible
<b>MAMMOGRAM</b>	100%, no deductible	80%, no deductible
<b>NUTRITION COUNSELING FOR WEIGHT MANAGEMENT</b> <i>6 visits per year</i>	100%, no deductible	80%, after deductible
<b>OUTPATIENT LABORATORY/PATHOLOGY</b>	100%, no deductible	80%, after deductible
<b>MATERNITY</b>		
First OB visit	\$25 copayment, no deductible	80%, after deductible
Hospital	100%, no deductible	80%, after deductible <sup>4</sup>

1 Non-Preferred Providers may bill you for differences between the Plan allowance, which is the amount paid by Independence Blue Cross (IBC), and the actual charge of the provider. This amount may be significant. Claims payments for Non-Preferred Professional Providers (physicians) are based on the lesser of the Medicare Professional Allowable Payment or the actual charge of the provider. For covered services that are not recognized or reimbursed by Medicare, payment is based on the lesser of the Independence Blue Cross (IBC) applicable proprietary fee schedule or the actual charge of the provider. For covered services not recognized or reimbursed by Medicare or IBC's fee schedule, the payment is based on 50% of the actual charge of the provider. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the actual charge of the provider.

3 Combined in/out-of-network

4 Inpatient hospital day limit combined for all out of network inpatient medical, maternity, mental health, serious mental illness and substance abuse services.

\* A contract year benefit period is a consecutive 12-month period that begins on your employer's effective date. The deductible and out-of-pocket maximum amount start at \$0 at the beginning of each contract year.

5 The in-network out-of-pocket maximum includes the copayments, coinsurance and deductible. The out-of-network out-of-pocket maximum includes coinsurance only.

The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.



Benefits underwritten or administered by QCC Insurance Company, a subsidiary of Independence Blue Cross-independent licensees of the Blue Cross and Blue Shield Association.

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Benefit	In-network	Out-of-network <sup>1</sup>
<b>ADVANCED REPRODUCTIVE TECHNOLOGY</b> <i>unlimited maximum<sup>2</sup></i>	100%, after deductible	80%, after deductible
<b>INPATIENT HOSPITAL SERVICES</b>		
Facility	100%, no deductible	80%, after deductible <sup>4</sup>
Physician/Surgeon	100%, no deductible	80%, after deductible
<b>INPATIENT HOSPITAL DAYS</b>	Unlimited	70 <sup>4</sup>
<b>OUTPATIENT SURGERY</b>		
Facility	100%, no deductible	80%, after deductible
Physician/Surgeon	100%, no deductible	80%, after deductible
<b>EMERGENCY ROOM</b>	100%, no deductible	100%, no deductible
<b>URGENT CARE CENTER</b>	80%, after deductible	80%, after deductible
<b>AMBULANCE</b>		
Emergency	80%, after deductible	80%, after in-network deductible
Non-emergency	80%, after deductible	80%, after deductible
<b>OUTPATIENT X-RAY/RADIOLOGY</b>		
Routine Radiology/Diagnostic	100%, no deductible	80%, after deductible
MRI/MRA, CT/CTA Scan, PET Scan	100%, no deductible	80%, after deductible
<b>THERAPY SERVICES</b>		
Physical and occupational 30 total visits per year for PT/OT combined <sup>3</sup>	80%, after deductible	80%, after deductible
Cardiac rehabilitation 36 visits per year <sup>3</sup>	80%, after deductible	80%, after deductible
Pulmonary rehabilitation 36 visits per year <sup>3</sup>	80%, after deductible	80%, after deductible
Speech 20 visits per year <sup>3</sup>	80%, after deductible	80%, after deductible
Orthoptic/Pleoptic 8 session lifetime maximum <sup>3</sup>	80%, after deductible	80%, after deductible
<b>SPINAL MANIPULATIONS</b> <i>20 visits per year<sup>3</sup></i>	80%, after deductible	80%, after deductible
<b>ALLERGY INJECTIONS</b> <i>(Office visit copayment waived if no office visit is charged)</i>	100%, no deductible	80%, after deductible
<b>INJECTABLE MEDICATIONS</b>		
Standard Injectables	100%, no deductible	80%, after deductible
Biotech/Specialty Injectables	\$50 copayment, no deductible	80%, after deductible
<b>CHEMO/RADIATION/DIALYSIS</b>	100%, after deductible	80%, after deductible
<b>OUTPATIENT PRIVATE DUTY NURSING</b> <i>360 hours per year<sup>3</sup></i>	100%, after deductible	80%, after deductible
<b>SKILLED NURSING FACILITY</b> <i>120 days per year<sup>3</sup></i>	100%, no deductible	80%, after deductible
<b>HOSPICE</b>	100%, no deductible	80%, after deductible
<b>HOME HEALTH CARE</b> <i>60 visits maximum per 90 day period<sup>3</sup></i>	80%, after deductible	80%, after deductible
<b>DURABLE MEDICAL EQUIPMENT</b>	80%, after deductible	80%, after deductible
<b>PROSTHETICS</b>	80%, after deductible	80%, after deductible
<b>MENTAL HEALTH CARE</b>		
Outpatient	\$25 copayment, no deductible	80%, after deductible
Inpatient	100%, no deductible	80%, after deductible <sup>4</sup>
<b>SERIOUS MENTAL ILLNESS CARE</b>		
Outpatient	\$25 copayment, no deductible	80%, after deductible
Inpatient	100%, no deductible	80%, after deductible <sup>4</sup>
<b>SUBSTANCE ABUSE TREATMENT</b>		
Outpatient/Partial facility visits	\$25 copayment, no deductible	80%, after deductible
Rehabilitation	100%, no deductible	80%, after deductible <sup>4</sup>
Detoxification	100%, no deductible	80%, after deductible <sup>4</sup>

1 Non-Preferred Providers may bill you for differences between the Plan allowance, which is the amount paid by Independence Blue Cross (IBC), and the actual charge of the provider. This amount may be significant. Claims payments for Non-Preferred Professional Providers (physicians) are based on the lesser of the Medicare Professional Allowable Payment or the actual charge of the provider. For covered services that are not recognized or reimbursed by Medicare, payment is based on the lesser of the Independence Blue Cross (IBC) applicable proprietary fee schedule or the actual charge of the provider. For covered services not recognized or reimbursed by Medicare or IBC's fee schedule, the payment is based on 50% of the actual charge of the provider. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the actual charge of the provider.

3 Combined in/out-of-network

4 Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness and substance abuse services.

The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.

## What is not covered?

- services not medically necessary
- services or supplies that are experimental or investigative except routine costs associated with clinical trials

IV-B

**DRAFT**

# Select Drug Program

\$100/\$25/\$50/\$75



*Personal*  
**CHOICE®**

## Borough of Pottstown

The Select Drug Program is a comprehensive benefit that provides coverage for prescription drugs<sup>1</sup> when prescribed by a licensed, practicing physician. The Select Drug Program® is based on an incentive formulary that includes all generic drugs and a defined list of brand drugs that have been evaluated for their medical effectiveness, positive results, and value. Generic drugs are just as effective as brand drugs and result in the lowest cost sharing for you. Ask your physician whether generic drugs are right for you.

Benefit	Coverage
Deductible <i>(Applicable to Brand Formulary and Non-Formulary only)</i>	\$100 per person per contract year. Applicable to covered Brand prescription drugs when purchased in-network or out-of-network. When using a participating pharmacy to purchase covered prescription medications, your out-of-pocket amount is based on the FutureScripts® negotiated discount price, which is typically lower than the pharmacy's retail cost for the total amount dispensed.
Benefit Period	Contract Year <sup>1</sup>
<b>Retail Pharmacy - Member Cost Sharing (Participating Pharmacy)</b>	
Generic Formulary	\$25 Copayment
Brand Formulary	\$50 Copayment, after deductible is met
Non-Formulary Brand	\$75 Copayment, after deductible is met
<b>Mail Order Pharmacy - Member Cost Sharing (Participating Pharmacy)</b> <i>Available for maintenance drugs</i>	
Generic Formulary	\$25 Copayment (1-30 days supply); \$25 Copayment (31-90 days supply)
Brand Formulary	\$50 Copayment (1-30 days supply); \$50 Copayment (31-90 days supply), after deductible is met
Non-Formulary Brand	\$75 Copayment (1-30 days supply); \$75 Copayment (31-90 days supply), after deductible is met
Total Out-of-Pocket Maximum	Please refer to your Medical Coverage Benefits at a Glance for information about out-of-pocket maximum values. Out-of-pocket maximum includes applicable copayments, coinsurance and deductibles. Your out-of-pocket maximum is a combined maximum of medical, prescription drug and any included pediatric vision and pediatric dental benefits as defined by your benefit plan.
Out-of-Network Reimbursement	30% of drugs retail cost for the total amount dispensed will be reimbursed after the deductible is met. Member must submit for reimbursement.
Network	FutureScripts® network <sup>1</sup> includes more than 60,000 retail pharmacies. You can locate a participating pharmacy near you on <a href="http://www.ibx.com">www.ibx.com</a> by selecting the <i>Find a Participating Pharmacy</i> feature.

<sup>1</sup> A contract year benefit period is a consecutive 12-month period that begins on your employer's effective date.



Benefits underwritten or administered by QCC Insurance Company, a subsidiary of Independence Blue Cross-independent licensees of the Blue Cross and Blue Shield Association.

[www.ibx.com](http://www.ibx.com)

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11/16 - PA - 51+ PC Select Rx Rider \$100/\$25/\$50/\$75 w Orals OOPM 2017

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Benefit	Coverage
Dispensing Limits	
Retail	Up to 30 days supply
Mail order for maintenance drugs	Up to 90 days supply
Formulary	IBC Select Drug Program Formulary. To check the formulary status of a drug or to view a copy of the most recent formulary, log onto <a href="http://www.ibx.com">www.ibx.com</a> .
Specialty Pharmacy Program <i>Mandatory for Self-Administered Specialty Drugs</i>	All covered self-administered specialty medications except insulin will be provided through the convenient Specialty Pharmacy Program for the appropriate cost sharing indicated above. Benefits are available for up to a thirty (30) days supply.
Covered Prescription Drugs**	<p>Compound medications of which at least one ingredient is a prescription drug</p> <p>Contraceptives</p> <p>Prescribed smoking cessation drugs</p> <p>Retin-A through age 35</p> <p>Self-injectable drugs</p> <p>Insulin</p> <p>Insulin needles and syringes</p> <p>Lancets (no deductible or copayment required at participating pharmacies)</p> <p>Glucometers (no deductible or copayment required at participating pharmacies)</p> <p>Diabetic supplies (i.e test strips)</p>

\*\*This summary is intended to highlight the benefits available to you. For a complete program description, including all benefits, limitations, and exclusions, refer to your benefit booklet or group contract.

#### What is Not Covered?

- Injectable fertility drugs
- Non Federal Legend Drugs
- Weight control drugs
- Devices or supplies except those specifically listed under covered drugs
- Drugs used for cosmetic purposes (e.g., anabolic steroids and minoxidil lotion, Retin-A for aging skin)
- Drugs labeled 'Caution-limited by Federal Law to investigational use', even though a charge is made to an individual
- Any prescription refilled in excess of the number of refills specified by the physician, or any refill dispensed after one year from the physician's original order
- Experimental drugs
- Immunization agents, biologicals, allergy serums, blood, or blood plasma
- Drugs and supplies that can be purchased over the counter except those covered per mandate (with a doctor's prescription)

# Personal Choice

PPO Plus 6B



## Base Plan

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

With Personal Choice...

- You do not need to enroll with a primary care physician
- You never need a referral

Benefit	In-network	Out-of-network <sup>1</sup>
<b>BENEFIT PERIOD</b>	Contract Year <sup>2</sup>	Contract Year <sup>2</sup>
<b>DEDUCTIBLE</b>		
Individual	\$1,000	\$5,000
Family	\$2,000	\$10,000
<b>AFTER DEDUCTIBLE, PLAN PAYS</b>	100%	50%
<b>OUT-OF-POCKET MAXIMUM<sup>5</sup></b>		
Individual	\$2,500	\$10,000
Family	\$5,000	\$20,000
<b>LIFETIME MAXIMUM</b>	Unlimited	Unlimited
<b>DOCTOR'S OFFICE VISITS</b>		
Primary care services	\$30 copayment, no deductible	50%, after deductible
Specialist services	\$50 copayment, no deductible	50%, after deductible
<b>PREVENTIVE CARE FOR ADULTS AND CHILDREN</b>	100%, no deductible	50%, no deductible
<b>PEDIATRIC IMMUNIZATIONS</b>	100% (office visit copayment does not apply), no deductible	50%, no deductible
<b>ROUTINE GYNECOLOGICAL EXAM/PAP</b> <i>1 per year for women of any age<sup>3</sup></i>	100%, no deductible	50%, no deductible
<b>MAMMOGRAM</b>	100%, no deductible	50%, no deductible
<b>NUTRITION COUNSELING FOR WEIGHT MANAGEMENT</b> <i>6 visits per year<sup>3</sup></i>	100%, no deductible	50%, after deductible
<b>OUTPATIENT LABORATORY/PATHOLOGY</b>	100%, no deductible	50%, after deductible
<b>MATERNITY</b>		
First OB visit	\$30 copayment, no deductible	50%, after deductible
Hospital	100%, after deductible	50%, after deductible <sup>4</sup>
<b>INPATIENT HOSPITAL SERVICES</b>		
Facility	100%, after deductible	50%, after deductible <sup>4</sup>
Physician/Surgeon	100%, after deductible	50%, after deductible

1 Non-Preferred Providers may bill you for differences between the Plan allowance, which is the amount paid by Independence Blue Cross (IBC), and the actual charge of the provider. This amount may be significant. Claims payments for Non-Preferred Professional Providers (physicians) are based on the lesser of the Medicare Professional Allowable Payment or the actual charge of the provider. For covered services that are not recognized or reimbursed by Medicare, payment is based on the lesser of the Independence Blue Cross (IBC) applicable proprietary fee schedule or the actual charge of the provider. For covered services not recognized or reimbursed by Medicare or IBC's fee schedule, the payment is based on 50% of the actual charge of the provider. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the actual charge of the provider.

3 Combined in/out-of-network

4 Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness and substance abuse services.

<sup>2</sup> A contract year benefit period is a consecutive 12-month period that begins on your employer's effective date. The deductible and out-of-pocket maximum amount start at \$0 at the beginning of each contract year.

5 The in-network out-of-pocket maximum includes the copayments, coinsurance and deductible. The out-of-network out-of-pocket maximum includes coinsurance only.

The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.

# Independence

Benefits underwritten or administered by QCC Insurance Company, a subsidiary of Independence Blue Cross-independent licensees of the Blue Cross and Blue Shield Association.

[www.ibx.com](http://www.ibx.com)

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10/16 - PA - 51+ PPO Plus 6B - 00PM 2017

Benefit	In-network	Out-of-network <sup>1</sup>
<b>INPATIENT HOSPITAL DAYS</b>	Unlimited	70 <sup>4</sup>
<b>OUTPATIENT SURGERY</b>		
Facility	100%, after deductible	50%, after deductible
Physician/Surgeon	100%, after deductible	50%, after deductible
<b>EMERGENCY ROOM</b>	\$200 copayment, no deductible (not waived if admitted)	\$200 copayment, no deductible (not waived if admitted)
<b>URGENT CARE CENTER</b>	\$75 copayment, no deductible	50%, after deductible
<b>AMBULANCE</b>		
Emergency	100%, no deductible	100%, after deductible
Non-emergency	100%, no deductible	50%, after deductible
<b>OUTPATIENT X-RAY/RADIOLOGY</b>		
Routine Radiology/Diagnostic	\$40 copayment, no deductible	50%, after deductible
MRI/MRA, CT/CTA Scan, PET Scan	\$80 copayment, no deductible	50%, after deductible
<b>THERAPY SERVICES</b>		
Physical and occupational 30 total visits per year for PT/OT combined <sup>3</sup>	\$50 copayment, no deductible	50%, after deductible
Cardiac rehabilitation 36 visits per year <sup>3</sup>	\$50 copayment, no deductible	50%, after deductible
Pulmonary rehabilitation 36 visits per year <sup>3</sup>	\$50 copayment, no deductible	50%, after deductible
Speech 20 visits per year <sup>3</sup>	\$50 copayment, no deductible	50%, after deductible
Orthoptic/Pleoptic 8 session lifetime maximum <sup>3</sup>	\$50 copayment, no deductible	50%, after deductible
<b>SPINAL MANIPULATIONS</b> 20 visits per year <sup>3</sup>	\$50 copayment, no deductible	50%, after deductible
<b>ALLERGY INJECTIONS</b> (Office visit copayment waived if no office visit is charged)	100%, no deductible	50%, after deductible
<b>INJECTABLE MEDICATIONS</b>		
Standard Injectables <sup>2</sup>	100%, no deductible	50%, after deductible
Biotech/Specialty Injectables	\$50 copayment, no deductible	50%, after deductible
<b>CHEMO/RADIATION/DIALYSIS</b>	100%, no deductible	50%, after deductible
<b>OUTPATIENT PRIVATE DUTY NURSING</b> 360 hours per year	100%, after deductible	50%, after deductible
<b>SKILLED NURSING FACILITY</b> 120 days per year	100%, after deductible	50%, after deductible
<b>HOSPICE</b>	100%, after deductible	50%, after deductible
<b>HOME HEALTH CARE</b> 60 visits maximum per 90 day period	\$50 copayment, no deductible	50%, after deductible
<b>DURABLE MEDICAL EQUIPMENT</b>	100%, no deductible	50%, after deductible
<b>PROSTHETICS</b>	100%, no deductible	50%, after deductible
<b>MENTAL HEALTH CARE</b>		
Outpatient	\$50 copayment, no deductible	50%, after deductible
Inpatient	100%, after deductible	50%, after deductible <sup>4</sup>
<b>SERIOUS MENTAL ILLNESS CARE</b>		
Outpatient	\$50 copayment, no deductible	50%, after deductible
Inpatient	100%, after deductible	50%, after deductible <sup>4</sup>
<b>SUBSTANCE ABUSE TREATMENT</b>		
Outpatient/Partial facility visits	\$50 copayment, no deductible	50%, after deductible
Rehabilitation	100%, after deductible	50%, after deductible <sup>4</sup>
Detoxification	100%, after deductible	50%, after deductible <sup>4</sup>

1 Non-Preferred Providers may bill you for differences between the Plan allowance, which is the amount paid by Independence Blue Cross (IBC), and the actual charge of the provider. This amount may be significant. Claims payments for Non-Preferred Professional Providers (physicians) are based on the lesser of the Medicare Professional Allowable Payment or the actual charge of the provider. For covered services that are not recognized or reimbursed by Medicare, payment is based on the lesser of the Independence Blue Cross (IBC) applicable proprietary fee schedule or the actual charge of the provider. For covered services not recognized or reimbursed by Medicare or IBC's fee schedule, the payment is based on 50% of the actual charge of the provider. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the actual charge of the provider.

2 Office visit subject to copayment

3 Combined in/out-of-network

4 Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness and substance abuse services.

The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.

## What is not covered?

- services not medically necessary
- services or supplies that are experimental or investigative except routine costs associated with clinical trials
- hearing aids, hearing examinations/tests for the prescription/fitting of hearing aids, and cochlear electromagnetic hearing devices
- assisted fertilization techniques such as in-vitro fertilization, GIFT, and ZIFT

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- reversal of voluntary sterilization
- expenses related to organ donation for non-member recipients
- alternative therapies/complementary medicine
- dental care, including dental implants, and nonsurgical treatment of temporomandibular joint syndrome (TMJ)
- music therapy, equestrian therapy and hippotherapy
- treatment of sexual dysfunction not related to organic disease except for sexual dysfunction resulting from an injury
- routine foot care, unless medically necessary or associated with the treatment of diabetes
- foot orthotics, except for orthotics and podiatric appliances required for the prevention of complications associated with diabetes
- cranial prostheses including wigs intended to replace hair
- routine physical exams for nonpreventive purposes such as insurance or employment applications, college, or premarital examinations
- immunizations for travel or employment
- services or supplies payable under Workers' Compensation, Motor Vehicle Insurance, or other legislation of similar purpose
- cosmetic services/supplies
- self-injectable drugs
- vision care (except as specified in a group contract)

This summary represents only a partial listing of the benefits and exclusions of the Personal Choice program described in this summary. If your employer purchases another program, the benefits and exclusions may differ. Also, benefits and exclusions may be further defined by medical policy. As a result, this managed care plan may not cover all of your health care expenses. Read your benefits booklet carefully for a complete listing of the terms, limitations, and exclusions of the program. If you need more information, please call 1-800-ASK-BLUE (1-800-275-2583).

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

# Select Drug Program

\$100/\$25/\$50/\$75



*Personal*  
**CHOICE**

## BOROUGH OF POTTSTOWN

The Select Drug Program is a comprehensive benefit that provides coverage for prescription drugs<sup>1</sup> when prescribed by a licensed, practicing physician. The Select Drug Program<sup>®</sup> is based on an incentive formulary that includes all generic drugs and a defined list of brand drugs that have been evaluated for their medical effectiveness, positive results, and value. Generic drugs are just as effective as brand drugs and result in the lowest cost sharing for you. Ask your physician whether generic drugs are right for you.

Benefit	Coverage
Deductible	\$100 per person per calendar year. Applicable to covered prescription drugs when purchased in-network or out-of-network. When using a participating pharmacy to purchase covered prescription medications, your out-of-pocket amount is based on the FutureScripts <sup>®</sup> negotiated discount price, which is typically lower than the pharmacy's retail cost for the total amount dispensed.
Benefit Period	Calendar Year <sup>1</sup>
Retail Pharmacy - Member Cost Sharing (Participating Pharmacy)	
Generic Formulary	\$25 Copayment, after deductible is met
Brand Formulary	\$50 Copayment, after deductible is met
Non-Formulary Brand	\$75 Copayment, after deductible is met
Mail Order Pharmacy - Member Cost Sharing (Participating Pharmacy) <i>Available for maintenance drugs</i>	
Generic Formulary	\$25 Copayment (1-30 days supply); \$25 Copayment (31-90 days supply), after deductible is met
Brand Formulary	\$50 Copayment (1-30 days supply); \$50 Copayment (31-90 days supply), after deductible is met
Non-Formulary Brand	\$75 Copayment (1-30 days supply); \$75 Copayment (31-90 days supply), after deductible is met

<sup>1</sup> A calendar year deductible benefit period begins on January 1st and ends on December 31st.

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[www.ibx.com](http://www.ibx.com)

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01/16 - PA - PC Select Rx Rider \$100/\$25/\$50/\$75 w Orals

Benefit	Coverage
Total Out-of-Pocket Maximum	Please refer to your Medical Coverage Benefits at a Glance for information about out-of-pocket maximum values. Out-of-pocket maximum includes applicable copayments, coinsurance and deductibles. Your out-of-pocket maximum is a combined maximum of medical, prescription drug and any included pediatric vision and pediatric dental benefits as defined by your benefit plan
Specialty Pharmacy Program <i>Mandatory for Self-Administered Specialty Drugs</i>	All covered self-administered specialty medications except insulin will be provided through the convenient Specialty Pharmacy Program for the appropriate cost sharing indicated above. Benefits are available for up to a thirty (30) days supply. If your doctor wants you to start the drug immediately, an initial 30-day supply may be obtained at a retail pharmacy. However, all subsequent fills must be purchased through the Specialty Pharmacy Program.
Out-of-Network Reimbursement	30% of drugs retail cost for the total amount dispensed will be reimbursed after the deductible is met. Member must submit for reimbursement.
Network	FutureScripts® network* includes more than 60,000 retail pharmacies. You can locate a participating pharmacy near you on <a href="http://www.ibx.com">www.ibx.com</a> by selecting the <i>Find a Participating Pharmacy</i> feature.
Dispensing Limits	
Retail	Up to 30 days supply
Mail order for maintenance drugs	Up to 90 days supply
Formulary	IBC Select Drug Program Formulary. To check the formulary status of a drug or to view a copy of the most recent formulary, log onto <a href="http://www.ibx.com">www.ibx.com</a> .
Covered Prescription Drugs**	<p>Compound medications of which at least one ingredient is a prescription drug</p> <p>Contraceptives</p> <p>Prescribed Smoking Cessation Drugs</p> <p>Retin-A through age 35</p> <p>Self-injectable drugs</p> <p>Insulin</p> <p>Insulin needles and syringes</p> <p>Lancets (no deductible or copayment required at participating pharmacies)</p> <p>Glycometers (no deductible or copayment required at participating pharmacies)</p> <p>Diabetic supplies (i.e test strips)</p>

\*\*This summary is intended to highlight the benefits available to you. For a complete program description, including all benefits, limitations, and exclusions, refer to your benefit booklet or group contract.

### What is Not Covered?

- Injectable fertility drugs
- Non Federal Legend Drugs
- Weight control drugs
- Devices or supplies except those specifically listed under covered drugs

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- Drugs used for cosmetic purposes (e.g., anabolic steroids and minoxidil lotion, Retin-A for aging skin)
- Drugs labeled 'Caution-limited by Federal Law to investigational use', even though a charge is made to an individual
- Any prescription refilled in excess of the number of refills specified by the physician, or any refill dispensed after one year from the physician's original order
- Experimental drugs
- Immunization agents, biologicals, allergy serums, blood, or blood plasma
- Drugs and supplies that can be purchased over the counter except those covered per mandate (with a doctors prescription)

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