

THIS AGREEMENT, effective January 1, 2021, by and between the TOWNSHIP OF ROCHESTER, hereinafter referred to as the “Township”, and the BEAVER VALLEY LODGE 4 FRATERNAL ORDER OF POLICE, hereinafter referred to as the “Union”.

WITNESSETH:

That in consideration of the mutual covenants herein contained, it is agreed as follows:

PURPOSE:

It is the purpose of the Agreement to promote and insure harmonious relations, cooperation and understanding between the Township and the employees covered hereby, and to protect the safety and welfare of said employees. In order to insure true collective bargaining and to establish proper standards of wages, rates of pay, hours, working conditions and other conditions of employment, the Township pledges considerate and courteous treatment of the employees covered by this Agreement, and said employees, in turn, pledge their legal and efficient service to the Township. It is the continuing policy of the Township and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, sex or age. The representatives of the Union and the Township in all steps of the grievance procedure and in all dealing between the parties shall comply with this provision.

ARTICLE 1- RECOGNITION

SECTION 1.1: The Township recognizes the Union as the sole and exclusive bargaining agent acting for and on behalf of all full-time and regular part-time officers excluding the Chief of Police and Assistant Chief of Police and other management level employees, in accordance with the Certification by the Pennsylvania Labor Relations Board, Case No. **PF-R-02-62-W**.

ARTICLE 2- UNION SHOP

SECTION 2.1: It shall be a condition of employment that all employees of the Township covered by this Agreement, who are members of the Union in good standing on the effective date of the Agreement, shall remain members in good standing, and those who are not members on the effective date of this Agreement, shall, on or after the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirtieth (30th) day following such employment become and remain members in good standing of the Union.

SECTION 2.2: New employees shall be on probation for a period of six (6) months during which time the sole discretion as to their transfer or discharge rests exclusively with the Township. During the six (6) months of probationary period, new part-time employees shall receive ninety (90) percent of the pay rate of experienced officers. The term “new employees” as used in this Agreement shall mean employees

who are not currently employed by Rochester Township. The probationary period will commence with the first shift worked independently with the recommendation of the Chief of Police to the Board of Commissioners for approval.

ARTICLE 3- DUES CHECK OFF

SECTION 3.1: During the term of this Agreement, the Township will calculate and deduct from the pay of the Union members who have in writing lawfully authorized such deductions, union membership dues, initiation fees, and Union assessments as authorized by the International Union. In the even an employee's dues are nor deducted as authorized in any month because of no pay being due, such dues shall be deducted from the next succeeding wages due the employee, but in no even will more than one (1) month's dues be deducted from any one (1) week's pay, except in the case of terminal pay.

SECTION 3.2: All such deductions shall be promptly remitted to the Beaver Valley Lodge 4 FOP, P.O. Box 111, Monaca, PA 15061.

SECTION 3.3: The Union shall indemnify and save the Township harmless against all claims, demands, suits, or other forms of liability that shall arise out of the Township's deductions of dues, initiation fees and assessments.

SECTION 3.4: At the time of employment, the Township shall give each new employee a membership application and check-off authorization card, in the form as currently used by the Union. A copy of the check-off authorization card shall be retained by the Township. The membership application card shall be forwarded promptly to the Financial Secretary of the Local Union.

SECTION 3.5: Each employee who is not a member of the Union shall be required, as a condition of employment, to pay a Fair Share Fee to the Union in accordance with the Pennsylvania Law. The Union shall provide the amount of the Fair Share Fee to the Township, and the Township shall deduct the fee each month and shall promptly transmit the amount to the International Union.

ARTICLE 4- NON-DISCRIMINATION

SECTION 4.1: It is the continuing policy of the Township and the Union that the provisions of this Agreement shall be applied to all employees with regard to race, religious creed, national origin, sex, or age. The representatives of the Union and the Township, in all steps of the Grievance Procedure and in all dealings between the parties, shall comply with the provision.

ARTICLE 5- MANAGEMENT RIGHTS

The Township shall have and retain, solely and exclusively, all managerial responsibilities, functions and powers, which shall include but shall not be limited to the following:

- a) The right to hire, suspend or discharge employees for proper cause and to determine the number of employees to be employed.
- b) The right to lay off employees because of the lack of funds or lack of work, in order of seniority, to the extent permitted by law.
- c) Establishment of continuation of policies, practices or procedures for the conduct of the Rochester Township Police Department, and, from time to time, revision or abolishment of such policies, practices or procedures upon written notice to the Union; and the establishment and enforcement of reasonable rules for the maintenance of discipline.
- d) Determination of the amount of overtime required in accordance with this Agreement. Overtimes shall be distributed within the job classification as equally as possible as long as the employee can perform the work that is necessary.
- e) Determination of the work to be performed in any position, which determination is consistent with this Agreement.
- f) Determination of the work schedules and assignments in accordance with this Agreement.
- g) The foregoing enumeration of management rights shall not be deemed to exclude other rights of management not specifically set forth. The Township therefore retains all rights not otherwise specifically covered by this Agreement, and any other legal rights to which the Township is entitled.

- h) It is acknowledged and agreed that during the negotiation which resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. The Union therefore agreed that for the life of the Agreement, that the Township shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, except that for any matter unforeseen by either party, the Township and Union agree to meet and discuss said item and, if necessary, negotiate terms thereof.

ARTICLE 6- RESPONSIBILITIES OF THE PARTIES

SECTION 6.1: Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

SECTION 6.2: The Union, (its officers and representatives, at all levels) is bound to observe the provisions of the Agreement.

SECTION 6.3: The Townships, (its officers and representatives, at all levels) is bound to observe the provisions of this Agreement.

SECTION 6.4: In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

Paragraph 1. There shall be no strike or lockouts. If a dispute arises, it will be referred to binding Mediation for settlement.

Paragraph 2. The applicable procedures of this Agreement will be followed for the settlement of all complaints or grievances.

Paragraph 3. There shall be no discrimination, restraint, or coercion against any employee because of membership in the Union.

Paragraph 4. The right of the Township to discipline an employee for violation of this Agreement shall be limited to the failure of such employee to discharge his responsibilities as an employee and may not in any way be based upon the failure of such employee to discharge his responsibilities as a representative or officer of the Union.

ARTICLE 7- ELECTED OFFICIALS

SECTION 7.1: No elected officials will perform duties that are in full or part of a bargaining unit position.

SECTION 7.2: The Board of Commissioners will appoint one (1) elected Commissioner as the designated “Police Commissioner”, who will chair the Police Committee and who will be responsible to direct and relay the orders of the Board of Commissioners through the appropriate management chain of command.

SECTION 7.3: The Board of Commissioners will establish and appoint members to the Civil Service Commission, which will govern those areas as set forth by Pennsylvania statute, when such Commission would be applicable.

ARTICLE 8- SENORITY

SECTION 8.1: For the purpose of seniority, pertaining to the application and calculation of benefit accumulation, an employee who has worked part-time and then becomes full-time, his/her seniority will become accumulative as follows: every year as a part-time employee, he/she must have four hundred eighty (480) hours to be equal to one half (1/2) year full-time. (Example: Part-time employees with ten (10) years of service with four hundred eighty (480) hours in each year will receive five (5) years of full-time service.) This only pertains when a part-time employee becomes a full-time employee. This section shall not apply if inconsistent with or contrary to the Civil Service provisions of the First-Class Township Code if applicable.

SECTION 8.2: It is understood and agreed that in all cases of promotions within their respective divisions (except to supervisory or management positions) and demotions, and increases or decreases of forces, it shall be based on the following factors: (1) Length of service, (2) Physical fitness, (3) Ability to perform the work. It is understood that factor one (1) shall govern when factors two (2) and three (3) are relatively equal. It is agreed that the Board of Commissioners, in conjunction with the Chief of Police, shall develop an objective method for determining an employee's ability

to perform the work. This section shall not apply to full-time positions if inconsistent with or contrary to the Civil Service provisions of the First-Class Township Code if applicable.

SECTION 8.3: In the event a permanent vacancy occurs, when the Township decides that the position is to be filled, it shall be posted for bid within the department before being filled by a new employee, and senior employees within that department, who bid on the vacancy, shall be given an opportunity to demonstrate the ability to do the work. This section shall not apply to full-time positions if inconsistent with or contrary to the Civil Service provisions of the First-Class Township Code if applicable.

SECTION 8.4: Notice of vacancies (job posting notice) will be posted for four (4) days in the department involved. This section shall not apply to full-time positions if inconsistent with or contrary to the Civil Service provisions of the First-Class Township Code if applicable.

SECTION 8.5: The Township must notify the Union (in writing) within a period of one (1) week as to the Township's decision to withdraw a posted job for bidding. This section shall not apply to full-time positions if inconsistent with or contrary to the Civil Service provisions of the First-Class Township Code if applicable.

SECTION 8.6: When the Township determines that a temporary vacancy is to be filled, it shall be offered in seniority order to qualified employees who are working on lower paying jobs within the department. If the vacancy is not filled through the above procedure, the Township may select any qualified person to fill the vacancy. This section shall not apply to full-time positions if inconsistent with or contrary to the Civil Service provisions of the First-Class Township Code if applicable.

SECTION 8.7: When the Chief of Police or a Sergeant is not available, and the Township desires to cover the vacancy, the Township will select an Officer-in-Charge (O.I.C.) in seniority order. The O.I.C. will be paid an additional fifty cents (\$.50) per hour above his/her regular rate in all cases.

SECTION 8.8: The Township shall notify the Union (in writing) of its decisions to permanently eliminate a job or position, prior to the job elimination.

SECTION 8.9: Any Local Union officer who is an employee of the Township shall be given, upon his/her request, a leave of absence not to exceed a period of two (2) years for the purpose of working for the Local Union or the International Union, with the provisions that his/her seniority status shall be retained and the period of the leave of absence shall be included in said employee's record of continuous service.

SECTION 8.10: All individual rights of seniority shall be forfeited:

- A) When an employee is discharged, and is not rehired within a period of six (6) months of discharge.
- B) When an employee is absent from work for a period of five (5) scheduled working days without reporting the cause of his/her absence to the Chief of Police, the conclusion will be that the employee has abandoned his/her position.

SECTION 8.11: If an employee shall be absent because of a layoff, he/she shall accumulate continuous service during such absence up to a maximum of one (1) year. If an employee shall be absent because of physical disability, he/she shall accumulate continuous service during such absence up to a maximum of two (2) years. This section applies solely to the accumulation of years of service and not the continuation of benefits.

SECTION 8.12: Final decision in all questioned applications of seniority shall be determined jointly by the Township and the International Union.

ARTICLE 9- WAGES

SECTION 9.1: For the duration of this Agreement, the following rates shall be applicable for employees represented by the Union, effective January 1, 2021.

BASE ANNUAL SALARY

Full-time Police Officers shall be entitled to the following base annual salaries:

Hourly Rate	2021
--------------------	-------------

Full-Time Officer **\$25.03** *(3% increase from 2020)*

Part Time Officer **\$18.69** *(3% increase from 2020)*

SECTION 9.2 Through collective bargaining negotiations, employees have bargaining away shift differential pay. All employees effective under this agreement will receive a forty (\$.40) cents per hour increase in addition to their hourly wage increase as listed in section 9.1. Beginning January 1, 2020, there will be no shift differential payment.

SECTION 9.3 An employee who is injured on the job and is unable to complete his/her shift shall be paid for the remainder of the shift. The employee shall be furnished transportation to and from medical attention and/or also home if necessary, on the day of the injury. Employee must seek medical attention through an approved Township Worker's Compensation facility and medical doctor. The employee is to notify the Police Chief/Designee who will follow the chain of command.

ARTICLE 10- HOURS OF WORK

SECTION 10.1: The regular work week shall be five (5) workdays during the period of Sunday through Saturday, inclusive. The workday consists of twenty-four (24) consecutive hours, commencing from the time an employee starts work.

SECTIONS 10.2 Scheduled daily hours of work shall be in eight (8) hour shifts to cover a 24-hour workday. Every effort to avoid working consecutive eight (8)

hour shifts by an individual officer should be discourages. No officer should ever exceed working sixteen (16) consecutive hours.

SECTION 10.3: Overtime at the rate of one and one half (1 ½) times the regular rate of pay shall be paid for:

- A. Hours worked in excess of eight (8) hours in a work day.
- B. Hours worked in excess of forty (40) hours in a payroll week.
- C. The Garcia Act shall apply.
- D. All hour worked on the seventh (7th) consecutive day based on pay period.

SECTION 10.4: Each part-time officer will be scheduled hours in order of seniority, when shifts are available.

- A. These hours are to be scheduled from a pool of all remaining regular duty hours after all full-time officers, including the Chief, Assistant Chief, and Patrolman have been scheduled a normal forty (40) hour work week.
- B. This pool of available hours is to exclude any special duty shift, specifically; traffic and bike patrols, code enforcement duty, crossing guard duty, school events, and other posted assignments.
- C. Special duty shifts shall be scheduled by a rotating list method during normal scheduling procedures. Special duty may be assigned.

Note: Special duty positions that require stated abilities or qualifications shall be posted when there are vacancies, or periodically to prepare lists of

qualified individuals, and filled according to Section 8.3 of the Agreement.

Trading of Shifts: The Township will permit officers to trade shifts providing that the Chief of Police, or his designee, has approved the trade in advance, and that the trading of shifts results in no overtime cost to the Township, nor any officer working in excess of eight (8) hour per day.

Call Offs: Every effort should be made to have call offs made at least four (4) hours prior to scheduled shifts in order to have sufficient time to fill the shift. Part-time officers should have the first option to fill a call off shift. Overtime should always have prior approval by the Police Chief or designated officer.

SECTION 10.5: Hours paid for but not worked shall not be counted in determining overtime liability. All mandatory meetings shall be paid as follows: Two (2) hours overtime for full-time officers and two (2) hours straight time for part-time officers.

SECTION 10.6: An employee who reports for regularly scheduled work, without prior notification of cancellation, will be paid two (2) hours pay at the regular rate of the job for which he/she reports.

SECTION 10.7: If an employee starts on a regularly scheduled shift and works less than four hours before being sent home, he/she will be paid four (4) hours pay

at the regular rate of the job worked. If the employee works more than four (4) hours before being sent home, he/she will be paid eight (8) hours pay at the regular rate of the job worked.

SECTION 10.8: SPECIAL EVENTS

The Union agrees to abide by the Contract negotiated by the Township with the Rochester Area School District for special events. The Union recognizes that the Township is subject to negotiation with the School District in order to continue providing service at such events. The Township agrees to discuss future agreement for the services with the Chief of Police prior to final signed agreement.

SECTION 10.9: JURY DUTY

An employee who is called for jury duty shall be excused from work on days on which he/she serves, which includes require reporting of jury duty when summoned, whether or not he/she is used as a juror. The officer shall receive for each day of jury service on which he/she would have worked, for their scheduled shift at his/her hourly rate. The employee shall be required to present proof of jury service. The pay shall be reduced by the amount paid by the court, but will not be reduces for travel expenses.

SECTION 10.10: COURT APPEARANCES

When an employee is needed to testify in a work-related case, he/she shall receive a minimum of two (2) hour pay, per hearing, at straight time when he/she is to testify at a Magistrate hearing. A minimum of four (4) hours pay at straight time when he/she is to testify at any other court hearing. No officer shall be paid court time if court appearance

occurs during his/her regularly scheduled shift. In the event the time an officer is required to be present at court exceeds the minimum period, the officer shall be paid for the total time actually worked.

SECTION 10.11: BEREAVEMENT TIME

In the event of a death in the immediate family of an employee, he/she shall be granted a maximum of three (3) days off with pay; however, they shall be consecutive days with one (1) day being the day of the burial. The immediate family consists of: spouse, mother, father, mother-in-law, father-in-law, brother, sister, step-children, step-parents, grandparents, grandchildren, son-in-law, daughter-in-law. One (1) day of bereavement pay shall be allowed to the employee in the event of the death of an aunt, uncle, brother-in-law or sister-in-law. The bereavement pay is for the day of the burial. If the employee is not scheduled to work on the day of burial, he/she will not receive bereavement pay.

SECTION 10.12: ON CALL TIME

When an employee is scheduled to be on call, he/she will be compensated a minimum of two (2) hours. If the employee is not called out, this time will not be utilized in the calculation of overtime. If the employee is called out, the hours of callout will be used in the calculation of overtime.

SECTION 10.13: FMLA

The Township will comply with articles applying to Family Medical Leave of Absence (FMLA). The officer agrees to follow proper written notification and comply with the guidelines of FMLA. During any leave from employment, the officer will be responsible to maintain all required job certifications at their own expense. Monthly reports/status to be provided to the Police Chief and distributed accordingly.

ARTICLE 11- VACATION AND SICK TIME

SECTION 11.1 Each full-time employee shall be granted vacation. The vacation period shall be from January 1st to December 31st of each calendar year. All vacation time must be taken within the calendar year. Full-time employees, employed on January 1st, who have been employed for less than twelve (12) months will be entitled to a vacation as follows:

Starting Date	Days Vacation
January, February, March (1 st Quarter)	5
April, May, June (2 ^{ns} Quarter)	3
July, August, September (3 rd Quarter)	1
October, November, December (4 th Quarter)	0

A full-time employee having more than one (1) year of continuous service shall receive his/her vacation in accordance to the following:

1 year but less than 2	1 week
2 years to 5 years	2 weeks
5 years to 10 years	3 weeks

10 years to 20 years or more

4 weeks

An employee entitled to two (2) weeks or more of vacation, may at his/her option, split five (5) days of their entitlement into single day increments, provided notice is given to the Chief of Police or his designee at least one (1) month prior to the day(s) requested off. All requests should be in writing.

SECTION 11.2: Requests for vacation time must be submitted to the Chief of Police at least prior to schedule posting and will be granted on a seniority basis. All changes must be submitted in writing with a one (1) month notification.

SECTION 11.3: Holidays occurring within a vacation period will not be counted as vacation days and are in addition to the vacation period.

SECTION 11.4: In the event of layoff, quit, retirement, or call to military service, the vacation period shall be prorated. In the event of death, after providing prod, all accumulated vacation shall be prorated and payment made to the designated beneficiary.

SECTION 11.5: Vacation pay shall be at an employee's straight time rate of pay for a regular eight (8) hour workday per day of vacation.

SECTION 11.6 **SICK DAYS**

Full-time officers shall receive seven (7) sick days per year. These sick days are to be credited to each employee on the first day of each calendar year. An employee may use all seven (7) days during the calendar year, however, he/she will need a doctor's excuse to return to work after three (3) or more consecutive days of absence. Sick days can be accumulated to a maximum of forty-five (45) days.

ARTICLE 12- HOLIDAYS AND PERSONAL DAYS

SECTION 12.1: Recognized nine (9) paid holidays for full-time officers are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, in addition to four (4) Personal Days.

SECTION 12.2: Recognized eight (8) paid holidays, only if worked, for part-time officers are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve day, and Christmas Day.

SECTION 12.3: Work on holidays will first be offered to part-time employees, if not filled by a part-time employee, it will be offered to full-time employees. When a part-time employee works a holiday, he/she will be paid at time and one half (1 ½) plus the appropriate shift differential when it applies. When a full-time employee works on a recognized holiday, he/she will be paid at double time and one half (2 ½) plus the appropriate shift differential when it applies. The opportunity to work on holidays shall be offered based on seniority and rotated through the list.

ARTICLE 13- ADJUSTMENT OF GRIEVANCES

SECTION 13.1: Should any differences arise between the Township and the Union as to the meaning and application of the provisions of this Agreement, or as to any question relating to wages, hours of work or other conditions of employment of any employee, there shall not be any suspension of work due to such differences, but an earnest effort shall be made to settle them promptly and in accordance to the provisions of the Agreement.

SECTION 13.2: If an employee has a justifiable request or complaint, he/she should discuss such request or complaint with the Chief of Police, with or without the grievance committee person. However, the parties shall not make a settlement inconsistent with the provisions of the Agreement. In the event that the grievance committee person is not present at such discussion between the parties, the Chief of Police shall immediately inform the grievance committee person of any decision and if necessary follow the chain of command.

SECTION 13.3: GRIEVANCE PROCEDURE

STEP 1:

If the matter was not settled in the discussion between the employee and the Chief of Police, Police Commissioner, or Township manager, and/or the employee elects to have the grievance committee person present during his/her

complaint and in the opinion of the grievance committee person the matter is valid and a grievance is defined, the grievance committee person and the grievant shall present the matter to the Police Chief and declare it as a grievance for prompt settlement. If settlement cannot be reached, a written request may be made to meet with the Board of Commissioners. The designated representative of the Union at each level shall have the authority to settle, withdraw, refer or appeal the grievance or complaint as provided below. Failing in settlement, the grievance shall be reduced to writing upon mutually agreed grievance forms, which shall be dated and signed by the grievant and the grievance committee person. Three (3) copies of it shall be given to the Chief of Police to distribute accordingly. The Township shall acknowledge receipt of the grievance by signing and dating the forms and giving one (1) copy to the grievance committee person. Within five (5) working days, the Township shall give his/her written answer to the grievance.

STEP 2:

If the grievance is not settled in Step 1 of the grievance procedure, the Chairman of the Grievance Committee shall within three (3) working days request a meeting with the Board of Commissioners, and within seven (7) working days of such a request a meeting shall be held. All pertinent information shall be seriously considered by both parties and a sincere effort shall be made to resolve the matter. The Board of Commissioners shall give the Grievance Committee their decision in writing within three (3) working days.

STEP 3:

If a satisfactory settlement is not reached in Step 2, the Grievance Committee Chairperson shall appeal the grievance to the third step of the grievance procedure. In this step of the grievance procedure, the grievance will be discussed between a staff representative of the International Union, the Grievance Committee, the Chief of Police, Police Commissioner, Township Manager and Board of Commissioners. The Township will contact the International Staff Representative for the purpose of arranging a mutually convenient date for the parties to meet, within fourteen (14) days, to discuss and attempt to resolve the dispute. The Township shall give the Union his/her decision within ten (10) working days following the conclusion of the Step 3 meeting.

If the parties fail to agree upon a settlement after the above steps have been taken, the dispute shall, upon request of the Union be submitted for settlement to a mediator or an arbitrator within ten (10) working days of the receipt of the Township Step 3 reply.

The settlement of a grievance in any of the steps of the grievance procedure shall prevent the grievance from being processed in any further steps. The time specified in any step may be extended by written mutual agreement.

ARTICLE 14- DISCHARGE AND SUSPENSION

SECTION 14.1: The Township will not discharge or give disciplinary layoff to any officer without just and proper cause. Prior to discharge or suspension of an officer, the Township will notify the Grievance Committeeperson or Chairman of the Grievance Committee and afford them the opportunity to discuss with Township

representatives and the employee and prospective discharge or suspension prior to it becoming effective.

SECTION 14.2: In the case of immediate discharge or suspension, the Township will within one (1) working day give written notice of such discharge or suspension, state the reason why the action was taken and given to the employee and the Chairman of the Grievance Committee. In the event the Union determines that the disciplinary or discharge action was unfounded or unreasonable, the matter may be taken up immediately, but in any event within three (3) working days after receipt of written notice and the second step of the grievance procedure will be followed.

SECTION 14.3: Any violation of a Township rule, which does not result in immediate discharge, will not be grounds for progressive disciplinary action after a period of two (2) years.

SECTION 14.4: The progressive disciplinary action will be as outlined in the Police Policy and Procedures Manual in conjunction with the Collective Bargaining Agreement.

ARTICLE 15- SAFETY AND HEALTH

SECTION 15.1: Objective and obligation of the parties: The Township and the Union will be cooperative in the objective of eliminating accidents and health hazards. The Township shall make reasonable provisions for the safety and health of its

employees at the workplace during the hours of their employment. The Township, the Union and the employees recognize their obligations and/or rights under existing Federal and State Laws with respect to safety and health matters.

SECTION 15.2: The Township and the Union will establish a Safety Committee to meet as needed and discuss legitimate safety and health matters.

SECTION 15.3: An employee or group of employees who believe that they are being required to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent to the operation in question, shall notify the Chief of Police in writing to address the unsafe condition. Should the problem not be resolved, they shall have the right to file a grievance at the second step of the grievance procedure.

SECTION 15.4: It is recognized that emergency circumstances may exist and the local parties are authorized to make mutually satisfactory arrangements for immediate mediation to handle such situations in an expeditious manner.

ARTICLE 16- MILITARY LEAVE

SECTION 16.1: The Township shall provide each employee who has applied for re-employment after conclusion of his/her military service, such re-employment right as he/she shall be entitled to under the existing statutes.

SECTION 16.2: An Officer who at the time of leaving active employment to enter military service of the United States and has qualified for a vacation in that year and who has not received vacation allowance shall be granted this allowance.

SECTION 16.3: An Officer, who after being honorably discharged from the military service of the United States is reinstated pursuant to this section shall be entitled to a paid vacation, or in lieu thereof, to vacation allowances in and for the calendar year in which he/she is reinstated without regard to any requirements other than an adequate record of continuous service.

SECTION 16.4: A full-time officer with one (1) or more years of continuous service who is required to attend annual training of the Armed Forces Reserve or the National Guard shall be paid for a period not to exceed two (2) weeks in any calendar year. This is the difference between the amount paid by the U.S. Government (not including travel, subsistence and quarter's allowance) and the amount calculated by the Township in accordance to the following formula: This pay shall be based on the number of days the officer would have worked had he/she not been attending annual military reserve training.

ARTICLE 17- MISCELLANEOUS PROVISIONS

SECTION 17.1(a): UNIFORM ALLOWANCES

Full-time officers shall receive Six Hundred Dollars (\$600.00) per year uniform allowance. Part-time officers shall receive Three Hundred Fifty Dollars (\$350.00) per

year uniform allowance. The uniform allowance shall be paid to full-time and part-timer officers only whenever they request it during the year. Uniform allowance for part timers will not carry over year to year, but can be used at any time during the calendar year. A signed purchase order with the approval of the Chief of Police will be sent to the Township Manager for payment.

A portion of the uniform allowance may be used by an officer for repair or maintenance of his/her duty weapon, but may not be used for the purchase of a duty weapon.

Any change in uniform mandated by the Township, will be paid for by the Township with no cost to the employee, including the use of his/her uniform allowance.

A probationary employee will be provided their first uniform by the Township. An officer is not eligible for a uniform allowance until they have been here for 1 year as a full time officer or 6 months as a part time officer. During the first year of initial eligibility after the probationary period, the officer will receive a pro-rated allowance for the remainder of that year. January 1 of the following year after the pro-rated year, the officer will then receive their full uniform allotment. The Union and Township agree to mutually discuss vendor lists where uniforms, supplies, and equipment can be purchased. Currently the Township is using Pittsburgh Public Safety for the purchase of all uniform shirts, polo shirts, and jackets. They will continue to supply the uniforms that have a Township Patch applied to.

SECTION 17.1(b): If the officer's uniform and/or equipment is damaged in the line of duty, the Township will replace these articles at no cost to the employee, including

the use of his/her uniform allowance. However, any sums of money received by way of restitution or otherwise paid by any third party as a result of uniform or equipment damage shall become the property of the Township. The officer is required to seek restitution for all damaged property through criminal charges whenever possible.

SECTION 17.1(c): Body armor will be provided to all officers of the Police Department at no cost to the employee. The wearing of body armor is mandatory at all times and any violation of this offense is subject to strict progressive disciplinary action as follows: First Offense- thirty (30) day suspension, Second Offense- discharge (per contractual procedures). Replacement of body armor as recommended by the manufacturer will be provided by the Township.

SECTION 17.2: Bulletin boards shall be provided in the various departments of the Township, where notices concerning official business of the Union may be posted. These notices must bear the official seal of the Union and be approved by the Township.

SECTION 17.3: Representatives of the Union who customarily handle grievances from the Township in Step 3 shall have access to the Township, subject to the established rules of the Township, at reasonable times to investigate grievances with which he/she is concerned.

SECTION 17.4: Alcoholism and drug abuse are recognized by the parties to be treatable conditions. Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Township and the Union agree to cooperate at the Township level in encouraging employees afflicted with alcoholism and/or drug abuse to undergo a coordinated program directed to the objective of their rehabilitation. The Township shall not be responsible for the cost of rehabilitation except as to the extent costs may be paid through health insurance provided for the officers pursuant to this Agreement. When and if addictions affect work performance, further disciplinary action will be taken to include termination.

SECTION 17.5: If a part-time officer is scheduled four (4) or more days per week for a period of forty-five (45) days or more, this employee will receive all benefits as a full-time employee. At such time a part-time employee is no longer scheduled for thirty-two (32) hours or more per week, he/she shall return to part-time status and all benefits and rights shall revert back to part-time status. This section shall not apply if superseded by Civil Service Law if applicable.

ARTICLE 18- HEALTH INSURANCE, LIFE INSURANCE, DENTAL, SHORT TERM DISABILITY AND LONGEVITY PAY BENEFITS

SECTION 18.1: HEALTH INSURANCE

Health care contributions – In 2021, each officer is responsible for 8% of the monthly health insurance premium up to \$80.00/pay as a cap, whichever is less. The

Township reserves the right to explore other providers of health insurance. The Township agrees to notify the Union at the earliest possibility of a potential change to the insurance coverage and agrees to provide a broker who will meet with the Union to discuss options for providers and plans of health insurance. If a new plan is implemented it must be similar to the coverage provided and the co-pays provided by the previous plan.

SECTION 18.2(a): LIFE INSURANCE

FULL-TIME officers shall be provided a Life Insurance Policy in the amount of \$40,000.00, including Accidental Death Benefit in the amount of \$80,000.00

SECTION 18.2(b): LIFE INSURANCE

PART-TIME officers shall be provided a Life Insurance Policy in the amount of \$25,000.00. Part-time officers must work a minimum of twenty (20) hours per month in order to be eligible for this benefit, as per the insurance provider's requirements.

SECTION 18.3: SHORT TERM DISABILITY

It is agreed that effective with the signing of this contract, the Short Term Disability Policy will be a paid benefit by the Township. It is further agreed that all premium contributions paid to date will be reimbursed to full-time officers for all deductions retroactive to January 1, 2013, with no further cost to the full-time officers.

SECTION 18.4 DENTAL INSURANCE

The Township agrees to provide dental coverage and reserves the right to explore other providers for equivalent or better coverage.

SECTION 18.5: LONGEVITY PAY

Full-time officers, after three (3) years of service, shall receive Longevity Pay of forty (\$40) dollars for every year of service. Longevity Pay shall be paid on the paycheck closest to their anniversary date of hire. Part time officers shall be eligible to receive Longevity pay under the following provisions. A Part time officer with after (3) years consecutive service who works a minimum of 520 hours in the calendar year shall receive Longevity pay of forty (\$40) for every year of service. The calculation of hours worked shall not include Court Time. Longevity pay shall be paid on the first paycheck in December of each calendar year.

SECTION 18.6: HEALTH CARE BUY BACK

An officer who is eligible, but does not purchase insurance through the Township is eligible for compensation totaling 25% of the cost of the Township's premium for which the officer would have otherwise obtained through the Township.

ARTICLE 19- MUNICIPAL PENSION, DROP, AND 457 PLAN

SECTION 19.1: Full-time officers shall be a member of the Pennsylvania Municipal Retirement System and receive such benefits to which they are entitled upon retirement.

SECTION 19.2 In the event the Legislature of the Commonwealth of Pennsylvania should enact legislation during the term of this Agreement relative to the Commonwealth of Pennsylvania Police and Municipal Employees Pension Plan, pertaining to any of the officers, then in that event, the parties hereto agree that the pension provisions of this Agreement shall be renegotiated by and between the parties at the time.

SECTION 19.3 On or before December 31, 2021, the Township shall provide a 457 Plan to employees of the Police Department.

SECTION 19.4 The Township, through the Pension Plan, shall provide a Deferred Retirement Option Program in conformance with ACT 44 of 2009. The plan shall allow an employee to enter the DROP for a period not to exceed 3 years.

ARTICLE 20- CONTRACTING OUT/REGIONAL POLICE DEPARTMENT

Work that is traditionally performed by the bargaining unit will continue to be performed by the bargaining unit, unless or until the Township establishes that it is more economically feasible for the Township to have work performed by an outside contract for these services.

Before any work will be contracted to outside contractors or providers, the Township will first notify the Union and will supply all financial information pertaining to the issue to the Union. A meeting will be held to discuss available options between the Board of Commissioners, Township Manager and the Union.

In the event the Township eliminates its Police Department and becomes a member of a Regional Police Department, it will make every reasonable effort to encourage the Regional Police Department to hire its full-time and part-time officers.

ARTICLE 21- TERMINATION

This Agreement shall be effective January 1, 2021 and shall terminate 11:59PM December 31, 2021.

In Witness Whereof, the Parties do hereby by their duly authorized agents execute and sign this Agreement.

FOR THE FOP

FOR THE TOWNSHIP

George Bauer
Chairman

Michael Mamone Jr.
Vice-Chairman

Gina Teams
Commissioner

Debbie Pfeifer
Commissioner

Mike Lucci
Commissioner