

## AGREEMENT

THIS Agreement, made and entered into this 1<sup>st</sup> day of January, 2017, by and between

THE TOWNSHIP OF LEET, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania and located in the County of Allegheny and Commonwealth of Pennsylvania aforesaid (hereinafter referred to as "Township"),

## AND

The full time Police Officers of the Police Department of the Township of Leet (hereinafter referred to as "Police"),

## WITNESSETH

WHEREAS, the Township and the Police have settled their differences through a collective bargaining process; and

WHEREAS, the Township and Police agree that they are bound by the terms of the Act of June 24, 1968, P.L. 237, No. 111 43 P.S. Section 217, et. Seq., (Act 111" hereinafter).

## ARTICLE I

### EFFECTIVE DATE

This Agreement shall become effective as of January 1, 2017 and shall continue in full force and effect through December 31, 2021.

## ARTICLE II

### WORKDAY, WEEK AND SCHEDULE

- A. A "workday" shall consist of twenty-four (24) consecutive hours beginning with the scheduled starting time of the first shift of 6:00 a.m. to 2:00 p.m., then the second shift of 2:00 p.m. to 10:00 p.m., and then the third shift of 10:00 p.m. to 6 a.m.
- B. A "scheduled workday" shall consist of eight (8) consecutive hours of work per shift. Each member of the Police force shall work the shifts and workdays assigned to him by the Chief of Police, unless either of the following two conditions applies:
  - 1. The Chief is entitled to change and adjust the shift starting times in the event of emergency or in the event that he deems it necessary.
  - 2. The Township reserves the right to cut back on man-hours if it deems necessary due to insufficient funds. Furthermore, the Township reserves the right to reduce the number of officers in its employment if it deems necessary due to insufficient funds.

- C. A "Work Week" shall consist of Sunday through Saturday consecutively. Each Officer covered hereunder shall be guaranteed a minimum of forty (40) hours per week with exception for that situation provided for in Subsection B, (2) set forth above.
- D. A "Pay Period" shall consist of two work weeks. Each Officer shall be guaranteed a minimum of eighty (80) hours per pay period with the exception for that situation provided for in Subsection B (2) set forth above.
- E. There shall be a minimum of eight (8) hours off between shifts worked.

ARTICLE III

**BASE PAY SCALE 2017 - 2021**

<b>RANK</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
<b>Lieutenant</b>	\$31.25	\$32.03	\$32.83	\$33.65	\$34.49
<b>5<sup>th</sup> Yr. Patrolman</b>	\$28.09	\$28.79	\$29.51	\$30.25	\$31.01
<b>4<sup>th</sup> Yr. Patrolman</b>	\$25.28	\$25.91	\$26.56	\$27.23	\$27.91
<b>3<sup>rd</sup> Yr. Patrolman</b>	\$23.88	\$24.47	\$25.08	\$25.71	\$26.36
<b>2<sup>nd</sup> Yr. Patrolman</b>	\$22.47	\$23.03	\$23.60	\$24.20	\$24.81
<b>1<sup>st</sup> Yr. Patrolman</b>	\$21.07	\$21.59	\$22.13	\$22.69	\$23.26

The above captioned Pay Scales shall apply to **Full Time Police Officers**. Pay Rates are calculated at a 2.5% increase per year over the Five Year Period.

**New Hires** shall be paid at the rate of **ten dollars (\$10.00) per hour** while they are in training.

Part-time Police Officers pay scales shall be calculated at eighty percent (80%) of the Base Pay Scale as that of a corresponding Full time Patrolman as pertains to their years of service.

**Examples:** A first year Part- time Police Officer hired in 2019 shall, at the completion of his/her training, be paid at the rate of **\$17.70 per hour**.

The rate of pay for a **third year Part-time Officer in 2018 shall be \$19.58**.

#### ARTICLE IV

##### OVERTIME/COMP TIME

All hours worked in excess of Forty (40) hours in a work week will be considered overtime for which member of this Police Force will be paid at an hourly rate of time and a half. Said overtime can be taken in the form of comp time, in lieu of overtime pay, if so desired by the Officer and approved and scheduled by the Chief of Police.

All hours worked within the prescribed eight hours of time off between shifts shall be considered overtime hours.

Court time or other "special duty pay" as outlined in Article VII shall not be used to calculate overtime.

Furthermore, there will be no stacking of premium pay and no stacking of overtime onto Holiday pay.

#### ARTICLE V

##### LONGEVITY PAY

Longevity Pay shall be paid at the rate of Five Dollars (\$5.00) per month for each month of service for the length of the contract.

This is to be paid, in annual installments on December 1 of each year hereafter until otherwise contractually modified.

The above stated provision for longevity pay will apply only to those currently employed on a full time basis and eligible. No such provision will be given to those new hires taken on by the Police Department after December 1, 2012.

#### ARTICLE VI

##### PENSION

In addition to the pension provided to each full time Police Officer, the Township shall provide each officer the opportunity to participate in a 457 Deferred Compensation Plan Account. The maximum amount to be contributed to the Township toward the Officer's 457 Deferred Compensation Plan Account for each Police Officer shall be Twenty-Five (25.00) dollars per month. However, this does not mean the Township will make unilateral contributions per month. Said contributions will only be made in combination with each police officers contribution. The Township shall amend the terms of the pension to include/provide the D.R.O.P. Plan and the 20 Year and Out Plan.

#### ARTICLE VII

##### HEARING AND COURT TIME

MAGISTRATE COURT: When an officer is on duty, he or she receives no additional compensation for attending a Magistrate's hearing. When the officer is not on duty, he or she will receive two and one-half (2 1/2) hours of straight time.

COMMON PLEAS' COURT: When an officer is on duty during the daylight shift and is required to appear in Common Pleas Court, he shall receive no additional compensation, unless such court time exceeds the two o'clock quitting time, in which case he shall be compensated at time and one-half of his regular pay for any hours spent in court. Lunch and parking expenses will be reimbursed. In the event an officer is not on duty and is required to appear in Common Pleas Court, the officer will receive a minimum of four (4) hours at time and one-half (6 hours), longer if required, plus reimbursement for lunch and parking expenses. Receipts must be presented to the Township Manager in order to receive reimbursement.

Transporting a prisoner, taking evidence to the crime lab, or attending any mandated detail; an officer shall be paid at the rate of time-and-one half, for a minimum of four (4) hours.

Any time an officer is called out during his/her normally scheduled time off for transporting a prisoner to Allegheny County Jail or anywhere outside of our jurisdiction, with the exception of Coraopolis, two (2) officers shall be utilized. Officers shall be paid at a minimum rate of 4 hours at time and one half, longer if required when participating in any training/detail mandated by the Department.

ARTICLE VIII

VACATION AND VACATION PAY

The following scale of vacation time off with pay to the Lieutenant is as follows:

Over 25 years of service.....25 days

Qualification for vacation time shall begin from the first day of service. Vacation time off shall be cleared with the Lieutenant at least one week before vacation shall begin. Vacation time may not be carried from one year to the next. An officer may not work during his vacation except in the event of an emergency declared by the Chief of Police. At that time, the officer will earn regular hourly pay plus his vacation hourly pay, or he may withdraw vacation and take it at a later date.

For those full time police officers hired by the Township of Leet after November 18, 2007 the following scale of paid vacation applies:

- a. Zero to One year service ..... 0 days
- b. One to Five years service ..... 10 days
- c. Over Five years service..... 15 days

## ARTICLE IX

### HOLIDAYS AND HOLIDAY PAY

The following holidays are recognized as such by the Township and the Police.

New Year's Eve	Labor Day
New Year's Day	Thanksgiving Day
Easter	Christmas Eve
Memorial Day	Christmas Day
Independence Day	

During the above nine (9) holidays, for each hour an officer works, he shall receive double time and one-half. If the officer is off, he shall receive straight pay.

### PERSONAL DAYS

Each officer is also entitled to five (5) days off for personal reasons per year. These days may be taken at anytime during the year with the approval of the Chief of Police, provided that it shall not be granted if it would require the Township to pay overtime to any person to cover the shift.

## ARTICLE X

### LIFE INSURANCE

The Township will provide each member of the Police Force with group term life insurance in the amount of Fifty Thousand (\$50,000) for coverage in the event of the officer's death.

## ARTICLE XI

### MEDICAL INSURANCE

During the term of this Agreement, the Township will provide the members of the Police Force with twenty-four (24) hour group hospitalization and medical insurance coverage.

Through the term of this agreement, officers will be responsible for paying 5% of the monthly premium associated with their individual coverage option, which will be paid via payroll deduction. This coverage shall be for the same number of individuals and dependents that are presently covered at the execution of this agreement. In the event that additional officers are hired or if present officers wish to increase their coverage to include additional members of their families, that increased cost over the original premium less the 5% officer contribution, will be the financial responsibility of the officer.

Furthermore, if the Township is able to secure a comparable insurance package from another provider, then the Township shall be authorized to do so without an amendment to this contract or a memorandum of understanding. In the event that the cost of the new coverage is lower, the Township's contribution to annual health care coverage premiums will be reduced to the new lower rate with each member of the police force paying 5% of the new amount.

## ARTICLE XII

### A. SHORT TERM DISABILITY

During the term of this Agreement, the Township will provide the Police with weekly disability income coverage beginning with the first day of accident and the eighth day of sickness in an amount equal to Sixty Percent (60%) of that Officer's pay at that time for Twenty-Six (26) weeks.

### B. LONG TERM DISABILITY

During the term of this Agreement, the Township will provide the Police with monthly long term disability coverage in the amount equal to Fifty Percent (50%) of that Officer's pay at that time for the maximum benefit period stipulated by the applicable policy retained by the Township.

## ARTICLE XIII

### SICK LEAVE

An officer who misses work due to sickness or injury shall call the Lieutenant at least four hours prior to his shift he is scheduled to work. The Chief of Police shall notify another officer in the event of a call off due to sickness or injury. An officer shall work no double shift unless it is an emergency and they are notified or called by the Chief of Police.

The Township shall provide full pay to a sick or injured officer for thirty (30) days in every calendar year. The Township shall be excused from payment if the officer is being paid by Workmen's Compensation, or any other type of insurance or compensation, as per 53 P.S., Section 637. A written doctor's excuse must be submitted to the Chief of Police and Public Safety Chairman in the event that the sick leave will extend over five (5) days. If an excuse is not presented, all pay benefits will stop. Periodic written medical reports, if necessary, must be submitted every six (6) months, upon request of the Board of Township Commissioners.

## ARTICLE XIV

### BEREAVEMENT OR EMERGENCY LEAVE

Three (3) days leave will be granted to a member of the Police Force in the event of a death in the immediate family or any other emergency beyond the officer's control. All benefits will be expended for a length of three (3) days. After three (3) days, pay will discontinue, but benefits will continue for a length of one (1) month. "Immediate Family" shall be defined as: spouse, children, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, brother-in-law and sister-in-law.

## ARTICLE XV

### EQUIPMENT

Every officer at the time of employment shall be furnished with equipment issued by the Township as prescribed by the Chief of Police to cover a uniform dress code.

## ARTICLE XVI

### CLOTHING ALLOWANCE

Every new officer shall receive three (3) complete uniforms to be used in the performance of his duties. The type (winter or summer) shall be determined by the season that the officer is hired.

For the entire Contract period, each full time officer will be entitled to annual clothing allowance in the amount of Seven Hundred Fifty (\$750.00) Dollars. Bills must be submitted to the Township to be paid. One Hundred Fifty (\$150.00) Dollars of this amount can be carried over for one year if not used by an officer. Clothing damage in the line of duty will be replaced at the expense of Leet Township.

## ARTICLE XVII

### COMP TIME

Each Officer shall have the option of deferring his overtime, court-time, and holiday time pay to comp-time off. Comp Time off shall be approved by either the Chief of Police or his designee and shall not be permitted if overtime is necessary to accommodate comp-time off.

### PROFESSIONAL EDUCATION

All officers will be required to attend and successfully complete a course each year in the use and qualifications of the service weapon. The Township shall cover all costs of ammunition and hours of pay as attended by the officer to qualify with his service weapon.

In the event of a required course that an officer must attend, the Township shall provide him with full pay during the time of instruction, paid lunch and all necessary supplies needed for that school. He shall also be excused from his regular work day.

Qualifying schools are limited to those that an officer can drive less than 100 miles from the Township boundary lines. The officer shall receive prior approval from the Chief of Police for any other schools outside of that area.

## ARTICLE XIII

### GENERAL PROCEDURES

Grievances are limited to matters involving interpretation of this agreement, and also to include all matters of discipline.

Step 1. The member, either alone or accompanied by a representative of the bargaining unit, or the bargaining unit itself, shall present the grievance in writing to the Chief of Police within thirty (30) days of its occurrence or knowledge of its occurrence. The Chief shall report his decision in writing to the member and the bargaining unit representative within seven (7) days of its presentation.

Step 2. In the event that the grievance is not settled at Step 1, an appeal must be presented in writing by the member or the bargaining unit representative to the head of the political subdivision within seven (7) days after the response at Step 1 is due. The head of the political subdivision or his designated representative shall respond in writing to the member and the bargaining unit representative within seven (7) days after the receipt of the appeal.

Step 3. In the event that the grievance has not been satisfactorily resolved in Step 2, the bargaining unit representative may initiate an appeal by servicing upon the head of the political subdivision



a notice in writing of his intent to proceed to arbitration within seven (7) days after the receipt of the Step 2 decision.

The Arbitrator is to be selected by the parties jointly within seven (7) days after the notice has been given. If the parties fail to agree upon an arbitrator, either party may request the American Arbitration Association to submit a list of three (3) possible arbitrators. The parties shall meet within seven (7) days of the receipt of the said list for the purpose of selecting the Arbitrator by alternately striking one name from the list until only one name remains. The Township strikes the first name. The Arbitrator shall neither add to, subtract from, nor modify the provisions of this agreement, or of any other submitted for arbitration. He has no authority to determine any other issues not submitted to him. His decision shall be final and binding on both parties, and he shall be required to submit his decision within thirty (30) days after the hearing. All of the time limits contained in this article may be extended by mutual agreement. All 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.

An aggrieved member and bargaining unit representative and a reasonable number of witnesses shall be granted reasonable time during working hours to process grievances in accordance with this decision without loss of pay.

#### ARTICLE XIX

##### ADOPTION OF POLICE CONTRACT

All previous guaranteed items between the Township and Police shall also carry over to this agreement if they are not listed in the Agreement as a change.

#### ARTICLE XX

##### MERGER, CONSOLIDATION OR DISSOLUTION OF POLICE SERVICES

That nothing in the within Agreement shall be interpreted or construed to prevent or limit the Township in merging, consolidation or dissolving the Leet Township Police Department during the term of this Agreement.

ARTICLE XXI  
EFFECTIVE DATE

This Agreement shall become effective as of January 1, 2017 and shall continue in full force and effect through December 31, 2021.

THIS AGREEMENT IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AGREED  
TO ON THIS 1ST DAY OF JANUARY, 2017.

LEET TOWNSHIP POLICE

/s/Robert Simmons

/s/Michael Molinaro

/s/Ronald Wilson

/s/Angel Moore

TOWNSHIP OF LEET

/s/Gary L. Bradel

Gary L. Bradel, President

ATTEST:

/s/Betsy Rengers