

## AGREEMENT

This Agreement made the 1st day of January 2019, by and between the Borough of Brackenridge, a municipal corporation having its principal office located at 1000 Brackenridge Avenue, Brackenridge, Pennsylvania, hereinafter referred to as the "Borough",

AND

All full-time employee members of the Police Department of the Borough of Brackenridge, including the Chief, hereinafter referred to as the "Police" and/or "Officer". The term "Officer" shall include the Chief of Police unless specifically indicated otherwise. This Agreement includes contract items negotiated, agreed upon, and specifically identified as pertaining to "officers hired after January 1, 1993". This Agreement specifically and expressly excludes part-time police officers.

WHEREAS, by law and more specifically by Act No. 111, approved June 24, 1968, the Borough and the Police are authorized to enter into collective bargaining; and

WHEREAS, the Borough and the Police have been parties to an interest arbitration, case no. 55-360-0207-96 which terms and conditions of their employment including, inter alia, compensation, pension, working conditions and other benefits have been incorporated herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

### ARTICLE I. YEARLY WAGES

SECTION 1. Council may, at its option create and fill the ranks of Captain and Sergeant following standard Civil Service guidelines. Police officers shall be paid a base rate as stated hereafter:

#### Effective January 1, 2019

Chief of Police	\$ 35.87 per hour
Captain	\$ 34.74 per hour
Sergeant	\$ 33.61 per hour
Patrol Officer	\$ 31.10 per hour

#### Effective January 1, 2020

Chief of Police	\$ 35.87 per hour
Captain	\$ 34.74 per hour
Sergeant	\$ 33.61 per hour
Patrol Officer	\$ 31.10 per hour

Effective January 1, 2021

Chief of Police	\$ 36.37 per hour
Captain	\$ 35.24 per hour
Sergeant	\$ 34.11 per hour
Patrol Officer	\$ 31.60 per hour

Effective January 1, 2022

Chief of Police	\$ 37.22 per hour
Captain	\$ 36.09 per hour
Sergeant	\$ 34.96 per hour
Patrol Officer	\$ 32.45 per hour

Effective January 1, 2023

Chief of Police	\$ 38.07 per hour
Captain	\$ 36.94 per hour
Sergeant	\$ 35.81 per hour
Patrol Officer	\$ 33.30 per hour

SECTION 2. Any Officer who works in any work week shall be guaranteed forty (40) hours of work for that week.

SECTION 3. The following payments will be made for longevity:

After 10 Years of Service	\$ 220.00 per year
After 15 Years of Service	\$ 280.00 per year
After 20 Years of Service	\$ 340.00 per year

SECTION 4. The average hourly rate shall be calculated by dividing base pay plus longevity by 2080.

SECTION 5. Newly hired officers will start at 65% of Patrol Officer salary and will work up to full Patrol Officer's salary in five yearly steps. 65%, 72%, 80%, 90% and 100%

ARTICLE II. SHIFT DIFFERENTIAL

All Police shall receive shift differential of seventy-five (\$.75) cents per hour on the 2:00 p.m. to 10:00 p.m. shift and eighty-five (\$.85) cents per hour on the 10:00 p.m. to 6:00 a.m. shift.

Shift differential will be paid during the above referred to shifts and will be considered the regular rates on those shifts when computing overtime pay at time and one half or holiday pay.

### ARTICLE III. SUNDAY PREMIUM

SECTION 1. Each officer shall be paid a premium of fifty (50%) percent based on the regular rate, including shift differential, of the shift work for working Sunday. This does not apply to Sundays falling on holidays which will be paid at holiday pay rate heretofore established.

SECTION 2. For the purpose of this provision, Sunday shall be deemed to be the twenty-four (24) hour period beginning with the shift starting nearest 12:00 o'clock Midnight Sunday morning and extending until 12:00 o'clock Midnight Monday morning.

### ARTICLE IV. OVERTIME

SECTION 1. The work week shall be defined as five (5) consecutive eight (8) hour days, Monday through Friday; or

The work week shall be defined as five (5), eight (8) hours days of the calendar week, beginning Sunday through Saturday.

This provides the basis for calculation of and payment for overtime and allowed time.

SECTION 2. Full-time officers, including the Chief of Police, shall have first choice of any and all non-scheduled overtime to include special events, details, personal days and sick days in order of lowest man in overtime. All vacation days are to be filled by the floating officer first, part-time officers second. In the event that the floating officer or the part-time officer is not available, the shift may be filled with a full-time officer.

SECTION 3. The Officers and Chief shall be compensated at time and one-half for all hours worked as follows:

- A. In excess of eight (8) hours within a twenty-four (24) hour period, or
- B. Hours worked in excess of forty (40) hours in a week.
- C. When required to work on a normally scheduled day off.

SECTION 4. Any shift compensated for, but not worked, shall not count as time worked toward overtime.

SECTION 5. Call Out - Any time worked up to two (2) hours shall be paid for two hours and between two (2) and four (4) hours shall be paid for four (4) hours.

SECTION 6. Overtime shall not be pyramided.

## ARTICLE V. PERSONAL DAYS

All officers shall be allowed five (5) personal days to be taken in accordance with this article. Each year personal days are to be taken at the officer's discretion when the following requirements are as follows:

- A. A twenty-four (24) hour prior notice in writing.
- B. Approval must be given by the Chief or the Mayor.
- C. The only exception to A and B would be if the days are used for illness.
- D. Officer shall be paid for any personal day not taken due to denial of use by the Borough

## ARTICLE VI. HOLIDAYS

SECTION 1. All Police shall receive holiday pay for each of the following holidays not actually worked irrespective of the day of the week on which the holiday may fall:

New Year's Day	Independence Day	Christmas Eve
Easter	Labor Day	Christmas
Memorial Day	Thanksgiving Day	Good Friday
Officer's Birthday		

### SECTION 2.

A. Officers working on the holiday shall receive two and one-half times compensation for all hours worked.

B. If the Officer is scheduled off and doesn't work, he shall receive holiday pay, which is eight (8) hours at straight time.

SECTION 3. Police must work the last scheduled work day prior to the holiday and the first scheduled work day following the holiday to receive holiday pay, unless he reports off with good cause.

SECTION 4. If the holiday falls on the Officer's scheduled work day, the Officer must work the day as scheduled in order to be compensated as per Section 2.A. If it becomes impossible for the Officer to work the scheduled holiday work shift and a replacement can be found by the Chief of the Mayor, the Officer reporting off will be compensated as per Section 2.B. and the replacement Officer will be scheduled by the Chief of Mayor. If the Chief cannot find a replacement, the Officer must work his schedule.

## ARTICLE VII. VACATION

SECTION 1. The Police shall receive paid vacations as follows:

Years of Service	Vacation Entitlement
1-2 years	5 days
3-5 years	10 days
6-9 years	15 days
10-15 years	20 days
16-20 years	25 days
21 + years	30 days

### SECTION 2.

A. Notification to the Chief or Mayor in writing at least two (2) weeks prior to a change in vacation shall be required, unless due to an emergency which is approved by the Chief of Mayor.

B. Vacations will, so far as practical, be granted at times most desired by the Officers.

1. Longer service Officers will be given preference as to choice.

2. The final right to allot vacation periods and to change such allotment is exclusively reserved to the Borough in order to insure the orderly operation of the Borough.

3. Vacations may be taken any time during the calendar year.

C. The vacation must be scheduled to consist of at least five consecutive work days or a multiple of five except as follows:

Ten days of each Officer's vacation (except those getting only one week in that calendar year) may be split as to the Officer's preference providing at least 48 hours written request be submitted and approved by the Chief or Mayor and may be granted by the Chief or Mayor in less time, provided he can fill the shift.

## ARTICLE VIII. SICK DAYS

SECTION 1. Each Officer hired prior to January 1, 1993, shall be entitled to twelve (12) sick days per calendar year and said sick days shall be permitted to be accumulated to a maximum of one hundred twenty (120) days.

A. Sick days shall mean working days and not scheduled days off.

B. A doctor's excuse will be required for absences due to illness or incident after three (3) consecutive work days missed. The doctor's excuse shall be required upon return the fourth day.

SECTION 2. Upon retirement, each officer hired before January 1, 1993 shall be entitled to receive a full days pay for each accumulated sick day at the date of this retirement. This provision shall not apply to involuntary discharge or voluntary resignation from the force. It shall only apply to a situation where a normal retirement occurs.

SECTION 3. Officers hired after January 1, 1993 shall be entitled to twelve (12) sick days per calendar year, and said days may accrue to a total of 90 days. Upon normal retirement any unused days the officer accumulated shall be entitled to receive a full day's pay for each accumulated sick day at the date of retirement.

SECTION 4. It is not the intention of Section 1. to give Police Officers additional time off. If the Borough feels a Police Officer is using sick leave for this purpose, the Borough may require a doctor's excuse. The Borough shall pay for a physical examination, if requested by the Employer.

#### ARTICLE IX. WITNESS FEES AND COURT APPEARANCES

SECTION 1. When court is attended by an Officer or Chief;

A. If the Officer or Chief is scheduled for Court time on scheduled shift off, he shall be paid time and one-half for all hours worked.

B. The Officer or Chief shall use the unmarked police car if available.

C. If the extra police car is not available, the Officer or Chief shall receive five (5) gallons of gasoline.

D. The Officer or Chief shall be reimbursed for parking fees, with receipts, and receive up to ten (\$10.00) dollars meal allowance, with receipts.

E. If a Magistrate's hearing is attended on the Officer's or Chief's scheduled shift off, he will receive three (3) hours pay.

SECTION 2. If the Officer or Chief is scheduled 6 - 2 or 2 - 10 shift on a day he is to appear in court, he will be given that shift off with pay.

#### ARTICLE X. JURY DUTY

Any Police Officer serving as a juror in the Court of the Commonwealth of Pennsylvania, Federal Court, or Grand Juries shall be entitled to their court pay in addition to their full wage for the first three (3) days. Any employee serving as a juror for four (4)

or more days shall be entitled to the difference in money between that which would have been payable to him and that which was paid to him for jury duty.

#### ARTICLE XI. MILITARY RESERVE AND NATIONAL GUARD DUTY

The Borough shall pay the regular salary to any officer that attends the annual training required by the military, up to a maximum of fifteen (15) working days.

#### ARTICLE XII. UNIFORM ALLOWANCE

SECTION 1. Each Police Officer shall receive a uniform allowance up to \$600.00 per calendar year.

A. The Borough will provide the following equipment:

Belts	Hand Cuffs	Cuff Cases	Uniform Hats
Holsters	Badges	Flashlights	

Service pistol will be made available

Night Sticks and /or PR-24 Sticks

Bullet-Proof Vests (Body Armor)

Chemical Maces when necessary

#### ARTICLE XIII. FUNERAL DAYS

SECTION 1. Each Officer shall be entitled to a maximum of three (3) days off with pay for the purpose of attending a funeral, including visitation in funeral home, or any person within said Officers immediate family.

The immediate family consists of:

Father	Sister	Grandparents
Mother	Brother	Mother-in-law
Husband	Son	Father-in-law
Wife	Daughter	Mother of Children

SECTION 2. Each officer shall be entitled to one (1) funeral day for sister-in law or brother-in-law.

#### ARTICLE XIV. INSURANCE

It is agreed that the present system providing for sick leave, disability allowance, insurance, hospitalization and medical provisions, and the present pension system shall remain in full force and effect to the extent as they now exist, consisting of:

A. Each officer will receive the following:

Highmark PPO Blue, PPO Blue Prescription  
PPO Blue "Premium" Dental Plan  
AFSCME Eye Care  
\$55,000.00 Life Insurance

The amount of Disability Insurance shall be \$2,000.00 per month/\$500 per week for all officers.

False Arrest coverage will continue to be provided as was provided during 1988.

B. All new officers hired shall be provided with the following after three (3) full months of employment:

Highmark PPO Blue, PPO Blue Prescription  
PPO Blue "Premium" Dental Plan  
AFSCME Eye Care  
\$55,000 Life Insurance

The amount of Disability Insurance shall be \$2,000.00 per month/\$500 per week for all officers.

False arrest coverage will continue to be provided as was provided during 1988

C. All officers will pay \$40.00 a pay towards benefits.

D. The Borough shall be entitled to switch healthcare plans or providers; provided the new plan provides equivalent or better coverage. The term equivalent in the context does not mean exactly the same. In the event the Borough elects to unilaterally change healthcare providers, the Borough shall be responsible to reimburse the employee for any increase in deductibles that result from the change.

#### ARTICLE XV. LEGAL AID

The Borough of Brackenridge is responsible for any and all legal fees needed by an Officer that while in the performance of his or her duties, is brought to Court for criminal and/or civil charges and false arrest.



## ARTICLE XVI. POLICE MANAGEMENT

The Chief of Police, as a member of Borough Police Management, shall be removed from the Police Bargaining Unit, but shall retain the right to rejoin the Police Bargaining Unit with no loss of seniority upon voluntarily or involuntarily vacating the position of Chief of Police. The Chief of Police will remain on the 21 turn (4crew) schedule including the 6th day and Sunday.

## ARTICLE XVII. PENSION

### SECTION 1.

- A. The Officers will receive a bi-annual statement of assets and/or expenditures
- B. The Officers shall appoint a pension representative who will be one of the Officers.
- C. The basis for calculating retirement benefits shall be a monthly pension benefit equal to 50% of the member's average monthly salary during the last 36 months of employment in accordance with Act 600.
- D. Retirement benefits will be increased from fifty (50) percent to the maximum percentage allowed by law.
- E. The Officer's retirement benefits shall be based upon the percentage of total wages, not base pay.
- F. If Officers have to contribute into the pension plan; officers will pay into the fund, monthly, an amount not to exceed 5% percent on all compensation in accordance with the borough ordinance.
- G. Officers shall be permitted to obtain the best pension package available at the time.
- H. A lifetime survivor's benefit must be provided to the surviving spouse (or if no spouse survives or if he or she subsequently dies, the child or children under 18 years of age or if attending college, under or attaining the age of twenty three (23) of no less than 50% of the pension the member was receiving or would have been entitle to receive had he been retired at the time of death. ("Attending college" shall mean the eligible children are registered at an accredited institution of higher learning and are carrying a minimum course load of 7 credit hours per semester.)
- I. Compliance with all mandatory requirement of Act 30.
- J. Compliance with all mandatory requirements of Act 600.

K. The service increment will be a maximum of \$500.00 per month after five years of service in excess of 25 years.

SECTION 2. Any and all of the above provisions are contingent upon being found to be actuarially sound and their implementation will result in no cost to the Borough.

SECTION 3. The actuarial determination for these benefits will be made at the next regularly scheduled actuarial review.

#### ARTICLE XVIII. SCHEDULING

A. Each Police Officer shall rotate among the various shifts on as equal a basis as possible.

B. Full-time officers will have first choice of any and all duties and work, except those scheduling matters specifically addressed by Article IV Section 2 which shall control those scheduling matters.

C. The Chief will be part of any rotating manning schedule, as established by the Mayor, along with all other Officers.

D. Full-time officers hired prior to January 1, 2012 shall stay on a 21 turn (4 crew) schedule that has been regularly worked, including the regularly scheduled 6th day and Sunday. Full-time officers hired after January 1, 2012 shall be scheduled at the discretion of the Mayor or Chief of Police.

#### ARTICLE XIX. GRIEVANCE PROCEDURE

SECTION 1. A grievance is defined as an allegation that there has been a violation, misinterpretation or misapplication of any of the provisions of this Agreement.

SECTION 2. A grievance Officer may be appointed by the Police. The Mayor and Police Committee shall be informed who the grievance Officer is.

SECTION 3. A grievance shall be made in writing and given to the Mayor. Within ten (10) days, the Mayor shall issue a written decision.

SECTION 4. If the decision of the Mayor is not satisfactory to the party or parties involved, they shall, within seven (7) days, state their grievance in writing to Council. Council shall issue a written decision within ten (10) days.

SECTION 5. A grievance which is not settled in Section 4 above may be appealed by either party to arbitration before an impartial Arbitrator selected through the American Arbitration Association. The decision of the Arbitrator shall be binding on the parties, each

party shall bear the expense of the presentation of its case. The expense of the employment of the Arbitrator shall be shared equally by the parties to the Arbitration.

SECTION 6. A grievance not answered within the time limits specified above will automatically be moved to the next step.

SECTION 7. A grievance not appealed to the next step within the time limits specified above shall be considered settled on the basis of the last answer of the Borough or its representative.

SECTION 8. Additional time at a specified step of the procedure may be granted by mutual agreement between the parties.

#### ARTICLE XX. PAST PRACTICE

All existing conditions of work, past practices and benefits not in conflict with this agreement shall continue in effect. Provided, however, that the events supporting the practice must have occurred since January 1, 1984.

#### ARTICLE XXI. POLICE MERGER CLAUSE

If there is a merger of the police department with another municipality or municipalities, and/or if this department were dissolved, and/or abolished, and/or in the event that such a merger does not succeed, the members of the Brackenridge Police Department must be reinstated to the Borough of Brackenridge Police Department on the basis of seniority before any other person(s) can be employed in the Brackenridge Borough Police Department. All police officers who are reinstated shall be compensated in accordance with the terms and conditions of employment that formerly existed before the Borough entered into a merger. If a merger is implemented by the Borough, then said officers of the bargaining unit shall be compensated at a rate which is not less than their current rate.

#### ARTICLE XXII. JOB SECURITY

SECTION 1. Brackenridge Borough cannot employ a part-time Police Officer while there is a full-time Police Officer laid off. A "part-time" Officer is defined in Section 1195 (4) of the Borough Code (defined in code as "Special Police").

#### ARTICLE XXIII. JUST CAUSE

SECTION 1. An Officer shall not be suspended, discharged, or disciplined in any fashion without just or proper cause.

SECTION 2. Any charges against any officer, including the Chief, shall be stated in writing by the individual making such charge and said charges shall be stated clearly in

detail and must be submitted in writing to the Mayor, the Police committee and all of Council.

#### ARTICLE XXIV. EARLY CALL-OUT

SECTION 1. An "Early Call-Out" occurs when a Police Officer is called out to work and/or is scheduled to work a shift that occurs within 16 hours of the last full shift worked by said Police Officer.

SECTION 2. Any Police Officer required to work within the time period defined above and constituting an "Early Call-Out" within the definition of this Article will receive time and one-half (1-1/2) for said shift.

SECTION 3. Excluded from this Article are shifts worked as a result of a convenience change for which the Police Officer would receive only straight pay. Also excluded from this Article and its sections is the shift following the "Early Call-Out" shift. The Police Officer will receive straight pay for the follows an "Early Call-Out" shift as defined by Section 1 of the Article.

#### ARTICLE XXV. IRA

Each Officer shall receive ten (\$.10) cents per hour, for all hours worked, that shall be deposited into an IRA of their choosing. The amount shall be included in his gross pay and all withholding taxes paid by the Officer.

#### ARTICLE XXVI. RETIREE MAJOR MEDICAL

The Borough shall pay 10% of a retiree's Major Medical Insurance. The retiree will be responsible for paying the balance of the premium. This provision will apply only to an Officer who retires after the effective date of this contract, and will not apply to a spouse or other dependents.

#### ARTICLE XXVII. RESIDENCY REQUIREMENT

Officers hired shall be required, after one (1) full year of employment, to establish residency within 10 air miles of the Borough within (30) days.

#### ARTICLE XXVIII. SOCIAL SECURITY

To the extent permitted by law, Officers covered under this agreement shall be permitted to prospectively pay into and receive Social Security. The Borough shall contact Social Security to arrange for any process required in an effort to effectuate this provision.

XXIX. UNION DUES

SECTION 1. The Employer agrees to deduct monthly union dues from the last pay each month for any Bargaining Unit Employee and to send such dues to the Secretary-Treasurer of the Union on or before the end of the month for which the deduction is made.

SECTION 2. When a full-time member of the collective bargaining unit declines to join the Union, he shall, nevertheless, be assessed a fair share fee as defined in the Public Employee Fair Share Fee Law, 43 P.S. Section 1102.1, et seq. The Union shall determine the fee in accordance with, and follow all procedures established by the Public Employee Fair Share Fee Law, 43 P.S. Sec. 1102.1, et seq.

ARTICLE XXX. TERM

This contract shall remain in full force and effect for the years January 1, 2019 through December 31, 2023.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written for themselves, their successors and assigns.

BOROUGH OF BRACKENRIDGE  
Mayor and Council

BOROUGH OF BRACKENRIDGE  
Police Officers

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Attest:

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