

CONTRACT CODIFICATION

AGREEMENT BETWEEN

FRATERNAL ORDER OF POLICE

COUNTY OF ALLEGHENY

LODGE #91

OFFICIAL BARGAINING AGENT

REPRESENTING

THE NORTH BRADDOCK POLICE DEPARTMENT

AND

THE BOROUGH OF NORTH BRADDOCK

ALL PRIOR AGREEMENTS

&

AGREEMENT FOR

JANUARY 1, 2020 TO DECEMBER 31, 2022

COLLECTIVE BARGAINING AGREEMENT

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AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of January 2020 by and between the Borough of North Braddock hereinafter called the "EMPLOYER",

AND

The Fraternal Order of Police, Allegheny County, Lodge #91 official bargaining agent for the North Braddock Police Department herein after called the "BARGAINING UNIT, OFFICER OR EMPLOYEE"

ARTICLE NO. I – RECOGNITION

- Section 1.** The employer hereby recognizes the Fraternal Order of Police, County of Allegheny Lodge #91 as the exclusive representative of The North Braddock Police Department for purposes of collective bargaining with Respect to wages, hours, benefits, working conditions, past practices, And all other terms and conditions of employment for all members of The North Braddock Police Department employees as certified by the PLRB at PF Case No, PFR-04-115-W.
- Section 2.** The term "employee" when used in this agreement refers to All regular, Full-time and regular part-time police officers including but not limited To the positions of lieutenants, sergeants, corporals and patrol officers; Excluding the chief of police and or any other managerial employees.
- Section 3.** Should full-time positions ever be created, the Employer agrees to Return to the bargaining table to negotiate wages, benefits, and Conditions of employment.

ARTICLE NO. II – NON-DISCRIMINATION

- Section 1.** The parties hereto agree not to discriminate against any union employee on the basis of race, religion, creed, color, national origin, age, pregnancy, sex, marital status and or handicaps.
- Section 2.** The Employer agrees not to interfere with the rights of the employees to become a member of the BARGAINING UNIT.

Section 3. The use of male pronouns is for convenience only and is to be read as referring to both male and female members of the North Braddock Police Bargaining Unit.

ARTICLE NO. III – MAINTENANCE OF MEMBERSHIP

Section 1. All employees who are members of the North Braddock Police Bargaining Unit as of the date of this agreement, and all employees who hereinafter become members of the North Braddock Police Bargaining Unit, shall maintain their membership in good standing in Bargaining Unit for the duration of this Agreement.

Section 2. Bargaining Unit dues will be assessed at two (2) times the hourly rate of the member officers each month.

Section 3. The Employer agrees to deduct the Bargaining Unit member's dues from the first pay each month to said member of the Bargaining Unit and forward it to the Bargaining Units official recognized representative, The Fraternal Order of Police, County of Allegheny, Lodge #91 on or before the end of the month for which the dues deduction is made.

Section 4. The Bargaining Unit and the Fraternal Order of Police, County of Allegheny, Lodge #91 agrees to indemnify and hold harmless the Employer from any and all claims, suits or other forms of liability which may arise as a result of the Employer making the deductions required under this ARTICLE III.

ARTICE NO. IV - MANAGERIAL RIGHTS

The management direction and control of the North Braddock Borough Police Department is vested exclusively in the Borough of North Braddock which has the right to hire, suspend, discharge, promote, demote, and transfer its employees and to make such rules relating to its operation as it deems advisable, subject to the provisions of this Agreement and the Borough Code.

ARTICLE NO V – SENIORITY

- Section 1.** Seniority shall be defined as the length of continuous service of an officer, regardless of rank, has had with the Employer from his last date of hire. Seniority shall be accrued during absence do to authorized leaves of absence, provided service has not been terminated in accordance with Section 3 or Article 5.
- Section 2.** In the event of a reduction of force, Bargaining Unit members will be laid off in accordance with inverse order of seniority starting with the last member of the Bargaining Unit hired.
- Section 3.** A member of the Bargaining Units seniority shall be broken for any of the following reasons:
- a) Voluntary termination of employment, including retirement.
 - b) Discharge from the Bargaining Unit for cause;
 - c) When a member of the Bargaining Unit is recalled from layoff, upon their failure to return to work within a period of one (1) week after the Employee has received notification to return to work at their last address on fire with the Employer. Employees must be given receipt request mail only. This notice shall be deemed to have been received upon the date of the receipt of ten (10) days from the date mailed, whichever shall occur first;
 - d) Bargaining Unit member laid off in excess of three (3) years due to lack of work;
 - e) Physical or mental disabilities affecting their ability to continue in service, in which case, the bargaining unit member shall receive an honorable discharge from service.
- Section 4.** Absence from work in excess of three (3) years due to a compensable disability incurred during the course of employment with the employer shall not break continuous service, provided such individual is returned to work within thirty (30) days after final payment of statutory compensation for such disability.

ARTICLE NO. V – SENIORITY – CONTINUED

Section 5.

All new employees of the North Braddock Police Department and the North Braddock Police Department Bargaining Unit shall be considered probationary employees for a period of twelve (12) months from their most recent date of hire. However, all employees who have worked less than one thousand (1,000) hours shall be deemed probationary. During an employee's probationary period, they shall have no seniority rights but they shall otherwise enjoy and be bound by all of the provisions of this Agreement. A probationary employee may be summarily dismissed during their probation at the sole discretion of the Employer without being subject to the grievance procedure defined herein. A probationary employee, upon completion of their probationary period shall be entitled to seniority retroactive to their most recent date of employment.

Section 6.

When a member of the North Braddock Police Department whose seniority has been broken by any of the above causes is hired again, they shall begin as a new employee of the Employer. The Chief of Police has the discretion to waive this provision.

Section 7.

Seniority of employees of the North Braddock Police Department who are hired on the same day shall be determined by the drawing of "LOTS" and said employees must be present during the drawing of "LOTS".

Section 8.

The Mayor or his designee shall establish all shifts and schedules for the month and post the schedule at least thirty (30) days in advance. All officers will then bid for their shifts and schedule in descending order based on their seniority, (from most senior to least senior), within fifteen (15) days of the posting of the new shifts and schedule. Should there be a change in the shifts or schedule due to termination or the addition of a newly hired officer then there will be another round of bidding for all officers from that point downward for the persons with lesser seniority.

Article No. VI- COMPENSATION AND BENEFITS

Section 1. Hourly Wages

The following are the job qualifications of the employees of the North Braddock Police Department Bargaining Unit covered by this Agreement, and the basic hourly wage rate of compensation by which employees shall be paid in their respective job classification and or rank.

<u>Job classification</u>	<u>01/01/2020</u>	<u>01/01/2021</u>	<u>01/01/202²0</u>
	@2.0%	@2.0%	@2.0%
Lieutenant	\$18.24	\$18.61	\$18.99
Sergeant	\$16.53	\$16.86	\$17.20
Patrolman	\$15.69	\$16.01 17.19	\$16.33
Probationary(3Months)	\$13.13	\$13.40	\$13.67

The probationary officer hourly rate following three(3) months of employment with the employer, will then be adjusted to the same rate as a regular patrolman through the probationary period will continue.

- A) In order for an officer to apply for any ranking position, the officer must meet one of the following criteria as listed.
1. Officer must have worked at least two(2) consecutive years as a police officer with the employer, during which time the officer must have experience working as the officer in charge.
 2. Officer must have five(5) years prior law enforcement experience during which time the officer must have experience working in supervisory role.
 3. Officer must have one(1) year as a police officer with the employer and five(5) years experience during which time the officer, must have experience working as the officer in charge as a police officer and have three(3) years as an E-3 rank or above while in the military.
- B) The employer and the North Braddock Borough Council within the sole exercise of its discretion will select the ranking officers from the qualified position.

Section 2. UNIFORM ALLOWANCE

All members of the North Braddock Police Bargaining Unit shall receive a clothing allowance of \$525.00 upon hire and on their anniversary date for each year following, if employee separates from the Borough for any reason prior to reaching probation, the employee will refund the clothing allowance at a prorated rate during the term of this contract.

Section 3. PARKING

Any member of the North Braddock Police Bargaining Unit who is required by the Employer to use their personal vehicle for Borough business shall be reimbursed for the expense parking.

Section 4. WITNESS FEES

For the purpose of this section, Court Appearances shall include and and all appearances before the Courts of Record, District Justice, Magistrate, Governmental Agencies having subpoena power and meetings with the District Attorney or an Assistant District Attorney where police employee's attendance is required as a result of or arising out of the performance of his duties as a police officer. Court appearances shall be paid in the following increments:

Trial Appearance	8.0 hours
Juvenile Trial	8.0 hours
Court of Appeal	4.0 hours
Preliminary Hearing	4.0 hours
Pre-Trial Conference	4.0 hours
Traffic/Non Traffic Summary Courts	2.0 hours

Section 5. FIREARMS INSTRUCTOR TRAINING COMPENSATION

Police Officers of the Borough of North Braddock who are certified as Firearms Instructors shall receive fifteen (\$15.00) Dollars per man when training Municipal Police Officers employed by the Borough of North Braddock or officers authorized by the

employer. The Certified Instructor is responsible for issuing certificates, invoices and maintaining records in accordance with state requirements.

Section 6. MANDATORY INSERVICE TRAINING

- A. Police Officers are required to attend a sixteen (16) hours of mandatory in-service training seminar per year in order to maintain their certification with M.P.O.E.T.C. (Municipal Police Officers Education and Training Commission). Mandatory update shall be payable at the current per hour rate for the current year in which the updates occur.
- B. Police Officers are required to attend a mandatory firearms safety/qualification course once per year. Firearms instructors will prepare all manuals for instruction and conduct on a qualified range from "live fires". Course description will be required M.P.O.E.T.C. Police Officers will be required to attend annual qualification.

ARTICLE NO. VII – HOLIDAYS

Section 1. *The holidays for the employees covered by this Agreement shall be the same as those identified as the observed holidays for the non-uniformed employees of the Borough.*

The following holidays will be observed as holidays for all uniformed employees of the North Braddock Police Bargaining Unit:

New Years Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	2 Personal Holidays
Labor Day	Christmas Eve
Christmas Day	
*Employees Birthday (taken within one week of employee's birthday)	

- Section 2. All employees and members of the North Braddock Police Bargaining Unit shall be paid eight (8) hours of compensation at the currently applicable rate of pay for their Personal Holiday, and Employee's Birthday, and said holidays shall be taken as time off.
- Section 3. If the employee, a member of the North Braddock Police Bargaining Unit, is scheduled to work on any of the holidays set forth in Section one (1), that shift will be compensated at two (2) times their normal rate of pay, (i.e. 16.0 hours of compensation). Excluding Personal Holiday.
- Section 4. **Personal Days**
Officers who have completed their probation and have worked a minimum of two thousand (2,000) hours during the preceding calendar year shall be entitled to two (2) personal days per year. Officers with five (5) years of continuous service with the employer shall be entitled to one (1) additional personal day per calendar year totaling three (3) days per year. Except for emergencies, each eligible officer must give the employer at least 48 hours advance notice before they take a personal day, and the personal day must be approved by the Mayor or the Chief of Police or his designee.

Article VIII- HOURS OF WORK AND SCHEDULING

- Section 1. When the need for non-emergency arises, the employer shall assign overtime from a list of qualified employees within the ranks who normally perform such work on the basis of their status on the overtime seniority list. Assignments from said list shall be rotated in descending order of seniority. The objective is to provide a reasonable procedure for affording employees overtime work opportunities as the need arises. Once an employee is offered overtime, he shall not be offered another overtime assignment until all employees on said list have been offered the opportunity to work overtime. Any employee on said list who is not available at the time the overtime work arises or declines an offer of overtime shall be credited for the assignment solely for the purposes of the rotation. An employee will be considered as having been offered overtime for the purpose of determining his place on the overtime rotation list only if direct or telephone communication is made with the employee. The Chief of Police or his designee shall be responsible for maintaining said overtime list and shall indicate the employees eligible for overtime assignments.
- Section 2. It is understood that the employer retains sole discretion to determine the number of employees to be used on overtime, in accordance with this agreement.
- Section 3 When a situation occurs that imposes a threat to the public's health, safety and welfare, it is agreed that any employee may be assigned to the abatement of that situation, regardless of whether the work is overtime or

not, without violating this Agreement, but shall receive all compensations according to the terms of this Agreement.

- Section 4. All employees shall be required to work overtime in the event of an emergency that necessitates the working of such overtime.
- Section 5. Except for emergencies, the Employer shall attempt to notify employees forty-eight (48) hours in advance of any changes in their work schedules.
- Section 6. An employee called into work at a time when he is not regularly scheduled, shall be guaranteed a minimum of four (4) hours pay at the appropriate rate of pay.
- Section 7. Overtime pay shall be paid no later than the regular payday in the pay period following the period in which the overtime is worked.
- Section 8. For the purpose of this Agreement, there shall be two types of overtime, Scheduled and Unscheduled overtime. Scheduled overtime shall be that which is posted on the regular schedule and circulated to the Police Department, which is known in advance.
- Section 9. The Chief of Police shall arrange scheduled overtime in accordance with the seniority list of all officers posted on said list in order in which they appear on a rotating basis. The Public Safety Director, in assigning scheduled overtime, shall begin with the most senior man of the officers who names appear next on the rotation of seniority list. So far as unscheduled overtime is concerned, the same is applicable. The list is to be posted in the police station.
- Section 10. The employer shall pay for all officers for all certification and qualification requirements. If an officer must qualify on off duty time and the Employer orders them to appear to be certified/qualified, it will be treated like a call out. The officer will then work no less than four (4) hours and following the certification/qualification the officer will return to the police station and continue to work the balance of the four (4) hour call out.
- Section 11. The Employer reserves the right to determine work schedules, including whether or not to call out additional officers, and to determine the number of employees to be used during any work shift in accordance with the terms of this agreement.

ARTICLE NO. IX – BEREAVEMENT LEAVE

Section 1.

In the event of a death in the immediate family of the officer, three (3) consecutive days leave with pay will be provided to the employee if he is scheduled to work. Payment will not be required for previously scheduled pass days, vacation days or the like. Immediate family is defined as mother, father, children, husband, wife, brother, sister, grandparents, mother-in-law or father-in-law. In the event of death of an employee's step-parent(s), grandchildren or step-children, the employee will be granted two (2) days off without pay. In the event of the death of the employee's brother-in-law, sister-in-law, niece, nephew, aunt or uncle, the employee will be granted one (1) day off without pay, namely the day of the funeral. The rate of pay will consist of the employee's regular base salary rate per scheduled workday. The intent of the parties is to permit employee's time off in the event of bereavement without loss of pay. Employee shall provide such evidence of death of the aforesaid relative as is reasonably required by the employer.

ARTICLE X – VACATION

Section 1.

Eligibility: An employee of the police bargaining unit shall be eligible for vacation in any calendar year after the completion of their probationary period, and if the officer has worked a minimum of one thousand (1,000) hours.

Section 2.

Length of Vacation: All officers, sergeants and lieutenants shall earn eight (8) hours of paid time off for every four hundred (400) hours worked, not to exceed five (5) days in a calendar year. Sergeants: Sergeants with ten (10) years, or more, of continuous service with the employer shall earn a eight (8) hours paid vacation off for every three hundred forty (340) hours worked not to exceed nine (9) days in a calendar year. Lieutenants: with fifteen (15) years, or more, of continuous service with the employer shall earn (8.0) hours of paid time off for every three hundred forty (340) hours worked, not to exceed eleven (11) days in a calendar year.

Section 3.

All officers shall be required to take their vacation time off in the calendar year end. Once vacations are scheduled approved and posted they may not be changed without approval of the Chief of Police. If an employee having started vacation is called back to work, he will be paid at double time (twice their hourly rate) for the period of time they have worked during their vacation.

Section 4.

Scheduling of vacation shall be the exclusive control and discretion of the Employer. However, officers shall be afforded the opportunity or right of selection of vacation on a seniority basis with the senior officer position receiving their requested time first, and so on in descending

seniority. Vacation days shall be selected at least thirty (30) days in advance.

Section 5. An employee must use all vacation days for which they are eligible in a calendar year; vacation days may not be carried over or accumulate by an employee.

ARTICLE XI – SICK TIME

Section 1. An employee and member of the North Braddock Police Bargaining Unit is eligible for sick leave in any calendar year provided they have met the below conditions.

1. The officer has completed at least two (2) years of continuous service on or before December 31 of the preceding year, and
2. The officer has worked a minimum of 1000 hours in the preceding year.

Section 2. Three (3) paid sick days for all officers with two (2), or more, years of continuous service and who worked a minimum of 1000 hours in the preceding year.

Section 3. Sick days shall be accumulative to thirty (30) paid days off. There shall be no buyout of accumulated sick days at termination, separation, retirement or any other reason.

Sergeants: Sergeants with ten (10) years, or more, of continuous service with the employer shall be entitled to five (5) paid sick days.

Lieutenants: Lieutenants with fifteen (15) years, or more, of continuous service with the employer shall be entitled to six (6) paid sick days.

ARTICLE XII – BARGAINING UNIT REPRESENTATIVE

Section 1. The employer recognizes the right of the North Braddock Police Bargaining Unit to designate its representative and alternates to the Fraternal Order of Police, County of Allegheny, Lodge #91. The representatives authority as designated by the Bargaining Unit shall be limited and shall not exceed the following duties and activities.

1. Have been reduce to writing, or

2. If not reduce to writing are of a routine nature and do not involve work stoppages, slowdowns or refusal to obey orders, or any other interference with the Employer's business.

Section 2. Representative and alternates have no authority to take strike action or any other action interrupting the Employer's business.

Section 3. The Employer recognizes these limitations upon the authority of the representative and their alternates and shall not hold the Bargaining Unit liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event that the representative has taken unauthorized strike action, slowdown activity, or any work stoppage or work interference, or has acted in a manner indicating his approval of same violation of this agreement.

Section 4. The Representative shall be permitted to investigate, present, and process grievances on or off the property of the Employer, so long as they do not disrupt or interrupt the work of any other employee and so long as they have given the prior notice to the person in charge of the area where the Representative is conducting their activities. Such investigation, presentation and processing shall take place during the representatives non-working time except that the Representative may have a maximum of one (1) hour during any work week to participate in a Step Three Grievance Meeting which is held at a time when the Representative is scheduled to work. Such one (1) hour shall be considered a working hour in computing daily and or weekly overtime.

ARTICLE XIII – GRIEVANCE PROCEDURE

Section 1. A grievance is a dispute concerning the interpretation, application, or alleged violation of the specific terms or provisions of this Agreement. Any grievance arising between the Employer, The Borough of North Braddock, and the Fraternal Order of Police, County of Allegheny, Lodge #91 or an employee of the North Braddock Police Department represented by the Fraternal Order of Police, County of Allegheny, Lodge #91 shall be settled in the following manner:

- A. **Step One** – Within five (5) workdays of the date a grievance arises, the employee shall discuss the grievance with the Chief of Police or the Mayor. If the grievance is not resolved to the mutual satisfaction of the parties, then the grievance may be appealed by the Bargaining Unit and or the employee within five (5) workdays following receipt of the written response of the persons to whom the initial grievance was given in Step One to the Borough Manager / Secretary, or designee of the Council of the Borough of North Braddock.

- B. **Step Two** – The Borough Council or its representative, within ten (10) workdays after receipt of the appeal, shall meet with the aggrieved employee, his representative and a representative from the Fraternal Order of Police in an attempt to adjust the grievance. The Borough Council or its representative shall give the aggrieved employee and his representative a decision within five (5) workdays following said meeting. If the Bargaining Unit does not proceed with the grievance to Step Three within the time limits mutually agreed upon, the grievance shall be considered to be satisfactorily resolved.
- C. **Step Three – Arbitration** – If the grievance has not been satisfactorily resolved at Step Two the Bargaining Unit and the Fraternal Order of Police may appeal to arbitration within ten (10) days after a decision of Step Two has been rendered. A request for arbitration may be initiated by the Bargaining Unit serving upon the Borough Council notice in writing of an intent to proceed to arbitration. The notice shall identify the Agreement provisions in dispute, the issue(s) to be determined, and the employee or employees involved. Upon receipt of a notice requesting arbitration, the parties shall attempt to select an arbitrator; if the parties can not voluntarily agree upon the selection of an arbitrator, they shall notify the Federal Mediation and Conciliation Service of their desire to have that Service submit to the parties a panel of seven (7) arbitrators. Each party shall alternately strike until one (1) name remains. The Employer shall strike the first name at the initial grievance and thereafter the initial strike shall alternate between the Employer and the Bargaining Unit. The person remaining shall be the arbitrator.
1. The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision on the issue (s) presented and shall confine his decision solely to the application and interpretation of this Agreement.
 2. The cost of arbitration including but not limited to the selection of the arbitrator shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its own case.

Section 2. The Grievance may be withdrawn by the Bargaining Unit or the aggrieved employee at any time and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any future grievances.

Section 3. Time limits set forth in the Grievance procedure shall, unless extended by mutual written agreement of the Employer and the Bargaining Unit, be binding and any grievance not timely processed thereafter, shall not be subject to arbitration. Weekends and holidays do not count.

Section 4. The arbitrators decision shall be final and binding on all parties.

ARTICLE XIV – MISCELLANEOUS

- Section 1. Two (2) boxes of ammunition per scheduled qualifying shall be supplied to each police officer for practice to improve and maintain their proficiency with a weapon he customarily carries on the job. Officers shall receive pay at their regular base salary for scheduled qualification sessions. The Employer shall also provide, at their expense, targets and instructor fees if there are any such expenses.
- Section 2. Officers may take their meals at their place of personal preference, within the Employer's jurisdiction when at all possible. In the event a place within the Employer's jurisdiction is not available, the officer may go to the next closest available place as long as it does not conflict with work duties and so long as at least one officer on duty remains within the Employer's jurisdiction.
- Section 3. If on duty, when attending court or magistrate's hearings, officers shall be permitted to use one of the police cruisers, if available, for transportation.
- Section 4. Leaves of absence shall not be granted unless the Employer approves such individual leave.
- Section 5. The Employer shall not make any verbal or written agreement with any member of the Bargaining Unit that is contrary to any terms or conditions of this Agreement.
- Section 6. Any heading preceding the text of several Articles contained in this agreement is inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall the heading affect the meaning, construction or effect of the Article.
- Section 7. **Jury Duty.** Any employee who has been called to jury duty shall be excused from work for the each such day on which they are to serve or report to serve; however, the employee, if excused from jury service before 11:00am shall report to work for their regular scheduled shift, unless scheduled for the daylight shift. An employee receiving notice to report for jury duty shall immediately notify the Public Safety Director.
- Section 8. **Best Practices.** All existing benefits or practices previously enjoyed by members of the North Braddock Police Bargaining Unit not modified by this Agreement shall remain in effect, "as is".
- Section 9. **Safety Clause**

- a) All police officers shall be issued, by the Employer when needed, a protective vest, if and when the officer separates from the Borough of North Braddock for any reason, the protective vest shall be returned to the Borough of North Braddock. The Borough may fairly prorate the cost of a vest for officers who also work for other police departments.
- b) All marked police vehicles used in police duties shall be equipped with a protective screen separating the driver from the rear passenger seat, an operational flashlight and a radio.
- c) Unsafe police vehicles shall be removed from regularly scheduled police duties. Unsafe is defined as anything that would not satisfy the minimal standards of the Pennsylvania State Vehicle Inspection Laws.
- d) The Employer shall make arrangements through their doctor, for each officer to be given the Hepatitis B Vaccination. Total Cost be paid by the Employer.

Section 10.

Legal. The Borough shall maintain liability insurance, including "FALSE ARREST" insurance with a minimum limit of One Million (\$1,000,000.00) Dollars.

ARTICLE NO. XV – POLICE OFFICER’S BILL OF RIGHTS

- A. When an anonymous complaint is made against a police officer and no corroborative evidence is obtained, the complaint may be classified as unfounded.
- B. A citizen filing a complaint shall be encouraged to file their complaint in writing.
- C. The accused police officer employee shall be notified orally, or in writing, of the complaint and be forwarded a copy of said complaint within five (5) days upon completion of the initial investigation if the Employer is going to file charges or take disciplinary action.
- D. A police officer, whether subject or witness must be informed of the nature of any questioning before the actual interrogation takes place.
- E. Upon any interrogation of a police officer whether written statements, transcripts, or mechanical records are made, a bargaining unit representation is waived by the officer, and a copy of the same must be given to the police officer without cost. However, if the bargaining unit has been given reasonable notice of such interrogation, and the bargaining unit fails to be present, the interrogation shall go on.
- F. At the request of any police officer, e shall have the right to review his personnel file.
- G. Unless agreed to be the parties, neither the police officers not the Employer shall make public comments on the reason for any disciplinary action taken against any police officer.
- H. During questioning, the bargaining unit shall be given reasonable notice of such questioning, and the police officer shall have his bargaining unit representative present during such questioning, unless the officer waives bargaining unit representation.

ARTICLE NO. XVI – LEGALITY

Both parties hereto specifically agree that it is their intent that this agreement, under all circumstances and in every aspect, shall comply with all applicable statutes, governmental regulations and judicial decisions. In the event that some aspect of this Agreement shall be found not to comply with applicable statutes, governmental regulations and judicial decisions, the parties shall immediately bargain concerning adjustment in the Agreement designed to make the Agreement comply with the applicable statute, governmental regulation or judicial decision with which it is at odds.

ARTICLE NO. XVII – SEPARABILITY

In the event any of these terms or provisions of this Agreement shall be found invalid or declared unenforceable by reason of any Federal or State Statute, or Federal or State Directive, rule or regulation, no in effect or hereinafter to become effective, or by reason of the decision of any Federal or State court, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof, unless the other terms or provisions are directly affected by the section declared invalid or unenforceable. The parties thereupon may, within thirty (30) days, meet to discuss said invalidity or unenforceability.

ARTICLE NO. XVIII – DISCHARGE OR SUSPENSION

Section 1. The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Bargaining Unit Representative, and a copy mailed to the Fraternal Order of Police, County of Allegheny, Lodge #91, within one (1) working day from the time of the discharge or suspension.

Section 2. Except as to serious offenses and / or criminal activities, in respect to discharge or suspension, the Employer must give at least one (1) warning notice of the specific complaint against such employee in writing, and a copy of same to the

Bargaining Unit Representative and the Fraternal Order of Police, County of Allegheny, Lodge #91.

Section 3. Any employee discharged must be paid in full for all wages owed them by the Employer, including earned vacation pay, if any, no later than the very next pay period.

Section 4. A discharged or suspended employee must advise his Bargaining Unit and the Fraternal Order of Police, County of Allegheny, Lodge #91 in writing, within five (5) working days after receiving notification of such action against him of their desire to appeal the discharge or suspension. The employee, in writing, must make notice of appeal from discharge or suspension to the Employer, within ten (10) days from the date of discharge or suspension.

Section 5. Should it be proven that an employee has been discharged or suspended without cause he shall be fully reinstated in his position, and compensated at his usual rate of pay for any lost work opportunities.

ARTICLE NO. XX – SUBCONTRACTING

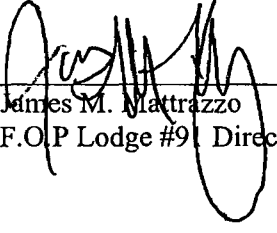
For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services that are required to be performed by police officers, and covered by the collective bargaining unit, i.e. the officers of the North Braddock Police Department, will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other agency, person, or non-unit employees, unless otherwise provided in this Agreement, without first meeting with the Bargaining Unit of the North Braddock Police and their representatives the Fraternal Order of Police, County of Allegheny, Lodge #91. This paragraph shall expire on December 31, 2022, unless otherwise agreed upon by the parties in writing.

ARTICLE XXI – DURATION

Pursuant to the requirements of Act III of 1968, this Agreement by and between the Borough of North Braddock and its Police Department, The North Braddock Police Department and the departments representative, The Fraternal Order of Police, County of Allegheny, Lodge #91 shall be binding upon parties hereto, their successors and assignees, from January 1, 2020 through December 31, 2022 and thereafter from year to year, except that either party may notify the other by certified mail on or before June 1, 2022 of its desire to modify or terminate this Agreement.

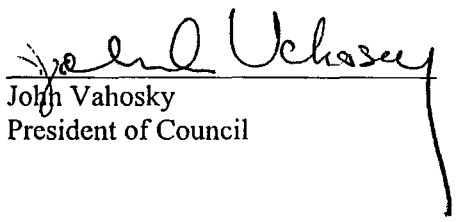
IN WITNESS WHEREOF, the parties hereto through their duly authorized officers and representatives, and intending to be legally bound hereby, have hereinafter affixed their hands and seals this _____ day of _____ 2019.

Fraternal Order of Police
County of Allegheny
Lodge #91
And
The North Braddock Police Department

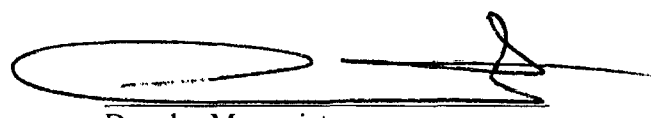


James M. Mattrazzo
F.O.P Lodge #91 Director

Borough of North Braddock



John Vahosky
President of Council



Douglas Marguriet
Borough Manager / Secretary