

EMPLOYMENT AGREEMENT

BETWEEN

BOROUGH OF BRADDOCK HILLS

A N D

DEAN W. HELINSKI, CHIEF OF POLICE

PREAMBLE

This Agreement is entered into effective the 1st day of 2019, by and between the BOROUGH OF BRADDOCK HILLS (hereinafter called the "Borough"), a Municipal Corporation located at 1300 Brinton Road, Braddock Hills, Pennsylvania 15221, and DEAN W. HELINSKI (hereinafter called the "Chief"), of 204 Kinder Ave., Charleroi, PA 15022.

The Borough and the Chief (hereinafter collectively referred to as the "Parties"), in consideration of their mutual promises herein set forth and their mutual interest and desire to stabilize the Borough's relationship with the Chief, and to provide for peaceful, prompt and equitable procedures to obtain maximum productivity, to prevent waste and unnecessary expense, and to attain mutual understanding, harmony and cooperation between the Parties, and agree as follows:

ARTICLE I

Uninterrupted Operation and Continuous Service

1. The Chief recognizes that it is necessary for the Borough's Police Department to be operated on a twenty-four hour, seven-day-a-week basis, and that the Borough's operations be properly manned.
2. The Chief accepts the responsibility of insuring that every policeman exerts every effort to assure that all shifts are properly manned at all times.

ARTICLE II

Term

This Agreement and awards shall be effective for the period from January 1, 2019 through December 31, 2021. This Agreement is specifically premised upon the Borough realizing a level of cost savings for police services based upon the projections set forth on proposal set

forth on Exhibit "A" which is attached hereto and made part hereof. In the event that the Borough fails to realize cost savings based upon Exhibit "A" to the extent of a minimum of \$30,000.00 during calendar year 2019, then at the Borough's option, the provisions relative to the payment of Compensation under Articles III may be re-opened for negotiation. The Borough shall issue a written notice of intent to re-open the Contract on or before January 15, 2020. The Borough and Chief agree that for a period of sixty (60) days after the providing of such notice, the parties will in good faith attempt to resolve the dispute. In the event that the Borough and Chief are unable to reach an agreement regarding compensation by the expiration of the sixty (60) day period, then the matter shall be submitted to binding arbitration in accordance with Act 111.

Notwithstanding the foregoing, the Borough shall not have the ability to reopen the contract in the event that extraordinary circumstances can be demonstrated to establish that the level of cost savings could not be achieved due to the existence of extraordinary or unanticipated circumstances that were beyond the control of the Chief or Borough. Any dispute relative to this matter shall be submitted to binding arbitration in accordance with Act 111.

In addition, in the event that the Borough is required to or believes that it is in the best interests of the Borough to enter into a cooperative agreement with any municipal corporation, regional police force or other government entity for police services, then the Borough agrees that it shall use its best efforts to secure the continued employment for the Chief. Upon entering into a cooperative agreement or contract with any municipal corporation, regional police force or other government entity for police services, this agreement shall terminate.

ARTICLE III Compensation

Effective on the dates set forth below, the base annual salary for the period of service specified shall be:

January 1, 2019, to December 31, 2019

The annualized sum of Sixty-Three Thousand (\$63,000.00) Dollars.

January 1, 2020 to December 31, 2020

The annualized sum of Sixty-Three Thousand (\$63,000.00) Dollars.

January 1, 2021 to December 31, 2021

The annualized sum of Sixty-Three Thousand (\$63,000.00) Dollars.

ARTICLE IV

Benefits

The Police Chief shall be entitled to the following benefits:

(a) Sick Leave: Sick leave is a benefit earned by service, and is available when and if needed, and shall not be a "right of taking" such as vacations. The Police Chief shall receive ten (10) days sick leave per year with accumulation of a total of sixty (60) days maximum. The Chief of Police shall notify the Mayor as soon as possible that he will be on sick leave. If the Chief of Police is on sick leave for more than three (3) consecutive work days, then he shall be required to submit a doctor's certificate upon returning to work.

(b) Funeral Leave: The Chief of Police shall be permitted up to an including three (3) consecutive days absence with pay when a death occurs in his immediate family, which is limited to father, mother, wife, husband, mother-in-law, father-in law, grandparents, child, brother, sister and grandchild.

(c) Holidays/Personal Days: The Police Chief shall receive nine (10) work days as additional vacation days in lieu of paid holidays. In addition, the Chief shall be entitled to four (4) personal days off. The Police Chief shall schedule the additional vacation days and personal days after consultation and approval by the Mayor, taking into consideration the efficiency of the Borough operations and need to provide adequate coverage by police.

The Police Chief may, at his option, in lieu of taking off on said additional vacation days or vacation days set forth below, sell back to the Borough at the rate of compensation provided for said calendar year in this Contract prorated on a daily basis. Buy back of vacation days shall only occur during a regular pay period and shall be paid prior to December 31 of each year otherwise any unused vacation days or payment shall be forfeited and shall not carry over into the next year.

(d) Vacations: The Police Chief shall be entitled to vacations as follows:

- | | | |
|-----|-------|-----------------|
| (1) | 2019: | Three (3) weeks |
| (2) | 2020: | Three (3) weeks |
| (3) | 2021: | Three (3) weeks |

The Police Chief shall provide at least sixty (60) days advance notice to the Mayor for vacations of five (5) consecutive days or more. For vacations of four (4) or less consecutive days, the Police Chief shall give at least fourteen (14) days advance notice to the Mayor. The Police Chief shall schedule vacations taking into consideration the efficiency of the Borough's operations and the need to provide adequate coverage by the police.

(e) Uniform Allowance: The base annual uniform allowance for the

Police Chief shall be Five Hundred (\$550.00) Dollars and shall be paid by the Borough to the supplier. In the event that the Borough requires new uniforms, the Borough shall supply the Police Chief with a complete set of new uniforms.

(f) Longevity Pay: The Chief of Police shall be entitled annually to the following longevity pay: five (5) through nine (9) years of service as Chief - \$1,100.00; ten (10) through fourteen(14) years of service as Chief - \$1,250.00 and fifteen (15) years or more service as Chief-\$1,500.00. Prior service by the Chief as a part-time officer shall be used to calculate the years of service.

(g) Court Appearances: Any Court appearances by the Police Chief shall be considered paid as part of his annual compensation subject to reimbursement of the following expenses:

(1) Parking fees and other expenses related to attending Court, up to a maximum of Ten (\$10.00) Dollars per day plus Fifty Five (.55¢) Cents per mile mileage reimbursement for use of his personal vehicle.

(h) Pension: The Police Chief shall be subject to the provisions of Ordinance No. 3 of 1996 as amended establishing the Police Pension Plan for the Borough of Braddock Hills.

(i) Seminars, Schools, Training and Membership Dues: In the event that the Police Chief is required by the Borough to attend any school, seminar or in-service training, he shall continue to be compensated his salary without deduction or offset, together with the Borough's payment for such school, seminar or training. In the event that the Police Chief utilizes his personal vehicle to attend, then he shall be reimbursed at the rate of Thirty-Four and one-half (.34.5¢) Cents per mile and a maximum of Ten (\$10.00) Dollars for expenses. The Borough will reimburse parking expenses incurred upon presentation of a receipt and not in excess of Eight (\$8.00) Dollars. The Borough shall pay for the Chief's membership dues for the Allegheny County Chiefs of Police Association and Fraternal Order of Police.

(j) Motor Vehicle: The Chief may take a police vehicle to his home. The vehicle may only be used for transportation of the Chief to and from the Borough or for his use in official Borough business. No person, other than the Chief in uniform, shall operate the vehicle. No other person may occupy the vehicle unless they are in custody, under arrest or participating in official Borough business. The Borough may restrict or eliminate the use of the vehicle in the event that it is reasonably determined that costs associated with such use are excessive or there exists impediments in insuring the vehicle for such use.

(k) Life Insurance: The Borough agrees to obtain, as Owner, a Nationwide Insurance Universal Life Insurance Policy with a \$50,000.00 death benefit in accordance with the policy illustration attached hereto and made part hereof as Exhibit "A". The insured shall be the Chief and the beneficiary of such policy shall be such person as designated

by the Chief. The Borough agrees to advance the total sum of \$913.00 for payment of each annual premium for the policy. The Chief agrees to be responsible for \$413.00 of such premium. The Chief shall reimburse the Borough the sum of \$413.00 for his share of the premium by way of payroll deduction. The reimbursement shall be prorated over each pay period. In the event that the Chief's employment with the Borough is terminated for any reason, then the Borough agrees to transfer ownership of the policy to the Chief and the Chief authorizes reimbursement to the Borough of any un-reimbursed premium payment by way of a deduction of such un-reimbursed amount in full from his final pay check.

ARTICLE V

Duties

The Chief will be responsible for planning, organizing and administering all activities of the Police Department, including emergency communications and animal control.

The Chief shall report directly to the Borough Mayor. The position is considered a management position.

ARTICLE VI

Good and Welfare Procedure

The Parties agree that it is desirable to have matters of joint concern discussed by and between them on a regular basis. The Chief shall be available for meetings as necessary at the discretion of the Council of the Borough and/or the Mayor.

ARTICLE VII

Civil Service Commission

The parties hereto acknowledge and agree that the Chief's employment with the Borough is a managerial position and shall not be subject to any applicable federal and state overtime and/or compensatory requirements. Furthermore, the Parties agree that the Chief is subject to the provisions of the Borough Code relative to the Civil Service Commission with respect to firing and discipline.

ARTICLE VIII

Management Rights

In all matters, the Borough retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Commonwealth of Pennsylvania.

ARTICLE IX

Borough Code

This Agreement is subject to all the provisions of the Borough Code of Pennsylvania except as specifically provided herein. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

ARTICLE X

Effect of the Agreement

The parties mutually agree that the terms and conditions expressly set forth in this Agreement represent the full and complete understanding.

ARTICLE XI

Severability

Any provisions of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

ARTICLE XII

Notice of Nondiscrimination

The Chief does not waive any of his rights, privileges or immunities afforded to him under the Constitution of the United States of America or the Commonwealth of Pennsylvania, or any laws that flow therefrom.

ARTICLE XII

Grievance Procedure

Section 1: A grievance shall be defined as a dispute concerning the interpretation, application, or alleged violation of the specific terms or provisions of this Agreement. It does not include suspensions, terminations, and reductions in rank which shall be governed by the Civil Service provisions of the Borough Code. Any grievance arising between the Employer and the Chief of Police shall be settled in the following manner:

Step One: Within five (5) workdays of the date a grievance arises, the Chief of Police shall discuss the grievance with the Mayor, or in the event of his unavailability, The Chairman of the Public Safety Committee. If the grievance is not resolved to the mutual satisfaction of the

parties, then the grievance may be appealed by the Chief of Police to the Borough Council within five (5) workdays following receipt of the written response of the person to whom the initial grievance was given.

Step Two: The Borough Council or its designated representative shall, within ten (10) workdays after receipt of the appeal, meet with the aggrieved Chief of Police in attempt to adjust the grievance. The Borough Council (or its designated representative) shall give the aggrieved Chief of Police a written decision within five (5) workdays following the meeting. If the Chief of Police does not proceed with the grievance to step three within the time limits specified in step three, the grievance shall be considered to be satisfactorily resolved based on that Borough Council's written decision.

Step Three: Arbitration If the grievance has not been satisfactorily resolved at Step Two, the Chief of Police may appeal the arbitration within ten (10) days after a decision at step two has been rendered by the Borough Council. A request for arbitration shall be initiated by the Chief of Police serving notice in writing of intent to proceed to arbitration upon the Mayor, or other designated representative. The notice shall identify the Agreement provisions in dispute, the issue(s) to be determined, and the employee involved. Upon receipt of a notice requesting arbitration the parties shall attempt to select an arbitrator. If the parties cannot voluntarily agree upon the selection of an arbitrator, they shall notify the State Mediation and Conciliation Service of their desire to have that Service submit to the parties a panel of seven (7) arbitrators. The parties shall then select the impartial arbitrator from such list by each party alternately removing one name from the list until but one name remains. The person remaining shall be the impartial arbitrator. The Employer and the Chief of Police shall alternate in striking the first name from such lists during the term of this Agreement.

Section 2: The arbitrator's decision shall be in writing. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or not authorized by law or which violates the term of this Agreement. Further, the arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this Agreement. Unless timely appealed pursuant to applicable statute and law, the arbitrator's decision will be final and binding on all parties.

Section 3: The grievance may be withdrawn by the Chief of Police 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 grievance.

Section 4: Time limits set forth in the Grievance Procedure herein shall, unless extended by mutual written agreement of the employer and the Chief of Police, be binding upon the parties and any grievance not filed within such time limits shall not be subject to further grievance or arbitration. Further, such grievance shall be considered settled on the basis of the decision rendered at the last level to which the grievance was carried. Weekends and holidays do not count.

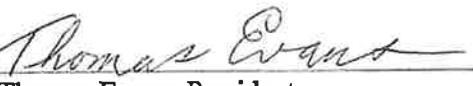
Section 5: The expense of the impartial Arbitrator selected, the hearing room and the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the Employer and the Chief of Police.

IN WITNESS WHEREOF, the Parties intending to be legally bound hereby set their hands and seals the day and year first above written.

Attest:

BOROUGH OF BRADDOCK HILLS


Cheryl Sorrentino, Secretary

By 
Thomas Evans, President

Witness:


DEAN W. HELINSKI

AGREEMENT
between
BRADDOCK HILLS BOROUGH
and
THE BRADDOCK HILLS POLICE ASSOCIATION

PREAMBLE

Pursuant to the Act providing for collective bargaining between Policemen and their public employer, the Act of June 24, 1968, P.L. 237, No. 111 (hereinafter referred to as the "Act"), this agreement is entered into this 18 day of December, 2018, by and between the BRADDOCK HILLS BOROUGH (hereinafter called the "Borough"), and THE BRADDOCK HILLS POLICE ASSOCIATION (hereinafter called the "Association").

The purpose of this Agreement is to provide for certain terms and conditions relative to the employment of full-time and part-time police by the Borough.

The Borough and the Association (hereinafter collectively referred to as the "Parties"), in consideration of their mutual promises herein set forth and their mutual interest and desire to stabilize the Borough's relationship with the Police and to provide for peaceful, prompt and equitable procedures to obtain maximum productivity, to prevent waste and unnecessary expense and to attain mutual understanding, harmony and cooperation among the Police and between the Parties, agree as follows:

ARTICLE I
Uninterrupted Operation and Continuous Service

1. The Association recognizes that it is absolutely necessary for the Borough to be operated on a twenty-four-hour, seven day a week basis and that the Borough's operations be properly manned.

2. The Association and the Police accept the responsibility of insuring that every police officer exerts every effort to assure that all shifts are properly manned at all times.

ARTICLE II

Holidays, Personal Days and Personal Time Off (Part-time and Full-time Patrolmen)

1. In the event that a full-time hourly police officer or part-time police officer works any of the following holidays, Thanksgiving Day, Christmas Day, Christmas Eve, New Year's Eve, New Year's Day, Martin Luther King Day, Easter Sunday, Memorial Day, the 4th of July or Labor Day, then he shall be paid at the rate of time and one-half for such shift at his/her applicable rate. Payment of such rate shall be for all shifts which either commence or end on the aforesaid holiday.

2. Each full-time patrolman or officer shall be entitled to receive four (4) work days as personal days per calendar year in lieu of paid holidays. Personal days to be approved by the Chief of Police or Mayor and scheduling of the same shall not incur overtime. Personal days shall not be accumulated from year to year and the failure to utilize any personal days during a year will result in the loss of the same without compensation.

ARTICLE III

Compensation

A. Compensation Part-time Patrolmen

1. Effective on the dates set forth below, the base salaries for all part-time police officers shall be:

January 1, 2019 through December 31, 2019

Regular part-time Patrolman	\$20.00/hr.
Probationary Employee	\$20.00/hr.
Sergeant:	\$22.00/hr.

January 1, 2020 through December 31, 2020

Regular part-time Patrolman	\$20.00/hr.
Probationary Employee	\$20.00/hr.
Sergeant:	\$22.00/hr.

January 1, 2021 through December 31, 2021

Regular part-time Patrolman	\$20.00/hr.
Probationary Employee	\$20.00/hr.
Sergeant:	22.00/hr.

2. All holiday shopping center detail and special detail will be paid at the rate of \$4.00 above the officer's hourly rate, provided that the Borough is being compensated for such detail by the property owner.

B. Compensation Full-time Patrolmen

1. Effective on the dates set forth below, the base annual salaries for patrolmen designated in the following positions shall be:

January 1, 2019 through December 31, 2019:

a. Lieutenant: \$61,000.00

January 1, 2020 through December 31, 2020:

a. Lieutenant: \$61,000.00

January 1, 2021 through December 31, 2021:

a. Lieutenant: \$61,000.00

The parties agree that the Borough has the sole discretion relative to filling any vacant full-time position and shall not be mandated to maintain any full-time position if vacant.

ARTICLE IV
Overtime (Part-time and Full-time Patrolmen)

All non-exempt Police employees shall be paid one and one-half times the hourly rate for all hours worked in excess of forty (40) hours during any week. There shall be no pyramiding of weekly overtime pay. The hourly rate for full-time policemen is to be computed by dividing the total salary of the individual police officer by 2,080. For the purpose of determining overtime, the first 30 minutes of work beyond the end of the officer's regular shift shall not count. If the officer works in excess of 30 minutes in any week, he will be paid at least one-hour's pay. Any overtime beyond that shall be on a fully-compensated basis. All overtime shall be divided as equally as possible among all police employees within rank. Premium pay (sick, vacation, personal days) shall not be utilized as a basis for determining overtime.

The Borough and Association agree that Lieutenant position is a salaried full -time supervisory position and shall be considered as an exempt position for purposes of overtime under the Fair Labor Standards Act.

All hourly wage rate police officers may choose to receive compensatory time in lieu of overtime pay at the rate of 1½ hours for each hour of overtime worked, but in no event shall an officer be permitted to accumulate more than forty (40) overtime hours, which equates to sixty (60) hours of compensatory time. Officers wishing to use accumulated compensatory time shall request to do so at least five (5) work days prior to the day being requested. Scheduled vacation days and personal days have priority over requested compensatory time off.

Any accumulated, unused compensatory time held by an officer as of November 30 of each calendar year shall be paid for by the employer in the first pay of December of each year at the officer's regular rate of pay. Compensatory time shall begin to accumulate on December 1 of each year for the next succeeding twelve (12) months, but compensatory time cannot be used in December.

Compensatory time may only be used when it does not trigger overtime opportunities and used compensatory time shall not constitute hours actually worked for determining overtime eligibility. A record of compensatory time accumulated and used shall be kept by the Borough, with the hours being checked on a periodic basis.

ARTICLE V

Probationary Employees (Part-time and Full-time Patrolmen) and Seniority (Full-Time)

All new employees (part-time and full-time) covered by this Agreement shall be probationary employees commencing from the date of employment and continuing for a period of six (6) months, during which time they can be summarily suspended or discharged by the Borough. If a probationary employee is retained beyond the six (6) month period, his or her seniority shall date back to the date of employment and he or she shall be classified as a regular part-time or full-time employee and be compensated as such.

Seniority for full-time hiring shall be based upon the date of hire and order of hire in the event that hiring occurs on the same date. Layoffs of full-time employees in accordance with the Borough Code shall occur in inverse order of seniority.

ARTICLE VI

Uniform Allowance

A. Uniform Allowance Part-time Patrolmen

1. The base annual uniform allowance for part-time patrolmen shall be paid pursuant to the following schedule for 2019-2021:

- (a) In the event that a police employee works an average of 1,048 hours in the prior calendar year, then the uniform allowance will be \$450.00.
- (b) In the event that a police employee works more than 750 and no more than 1,048 hours in the prior calendar year, then the uniform allowance will be \$325.00.
- (c) In the event that a police employee works less than 750 hours in the prior calendar year, then the uniform allowance will be \$275.00.

All part-time new hires will be provided one shirt and one pair of pants by

the Borough at the Borough's sole cost and expense. Upon completion of the probationary period, the part-time employee will receive a base annual uniform allowance as provided for part-time patrolmen as set forth in this article.

The amounts expended shall be paid by the Borough directly to the supplier. Part-time officers must reimburse the Borough a prorated amount of the uniform allowance upon termination of his/her employment based upon the date of termination and receipt of the uniform allowance. For example, if a \$325.00 uniform allowance is paid on April 1, 2019 and termination of employment occurs on July 1, 2019, the terminated officer would reimburse the Borough \$243.75, calculated as follows:

$$\$325.00 \text{ allowance} \times 9/12 = \$243.75$$

2. In the event that the Borough requires new uniforms, the Borough shall supply each police employee with a complete set of new uniforms.

3. The Borough mandates that all of its police officers utilize and wear bullet-proof vests while in the employ of the Borough. All new police hires will be required to have such a vest upon commencement of employment.

4. The police officers authorize the Borough to deduct from their final paychecks any amount due the Borough under Paragraph 2 above and agree to pay any deficiency within thirty (30) days of termination.

5. The requirements of Paragraph 2 above regarding uniform allowance shall supersede any prior written agreements and authorizations executed by any police officers.

B. Uniform Allowance Full-time Patrolmen

The base annual uniform allowance for full-time patrolmen or officer shall be paid pursuant to the following schedule:

<u>2019</u>	<u>2020</u>	<u>2021</u>
\$550.00	\$550.00	\$550.00

The amounts expended shall be paid by the Borough to the supplier.

ARTICLE VII

Vacations (Full-time Patrolmen)

1. Vacations for full-time policemen shall be as follows:

- a) 0 to 1 yearone (1) week
- b) 1 through 5 years two (2) weeks
- c) 6 through 10 years.....three (3) weeks
- d) 10 years or more.....four (4) weeks

2. The Vacation List for police employees shall be posted by January 15 of each year. The police employee shall select his vacation days in the following manner:

For vacations of five (5) consecutive days or more, the police employee shall give at least sixty (60) days advance notice of said request.

For vacations of four (4) or less consecutive days, the police employee shall give at least 14 days advance notice of said selection.

3. The Borough shall then schedule vacations taking into consideration efficiency of Borough operations and the need to provide adequate coverage by police. Vacation scheduling shall take into consideration the length of service of each police employee within rank wherever possible. The Chief of Police and any person acting as OIC shall not schedule or take vacation at the same time.

ARTICLE VIII

Longevity Pay (Full-Time Patrolmen)

Full-Time Patrolmen, who have completed the following combined years of service as full-time or part-time Patrolmen in the employ of the Borough of Braddock Hills, shall be paid the following lump sum longevity payment each year:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY PAYMENT</u>
5 through 9 years	\$750.00
10 through 14 years	\$1000.00
15 or more years	\$1250.00

Payment shall be made at the first pay period in June of each year.

ARTICLE IX
Sick Leave (Full-time Patrolmen)

1. It is understood by both the Borough and Police that sick leave is a benefit earned by service and is available when and if needed, and shall not be a "right of taking" such as vacations.
2. Each full-time police employee shall receive 10 days sick leave per year with accumulation of a total of sixty (60) days maximum. No payment of unused sick time shall be required upon separation from employment.
3. Police shall notify their immediate supervisor as soon as possible that they will be on sick leave.
4. Policemen who are on sick leave for more than three (3) consecutive work days shall be required to submit a doctor's certificate upon returning to work. The Mayor and/or Chief of Police may require a doctor's certificate after one day's sick leave in event they reasonably believe that sick leave is being abused.

ARTICLE X
Bereavement Leave (Full-time Patrolmen)

Full-time and part-time patrolmen are permitted up to and including three (3) consecutive days absence with pay when a death occurs in the immediate family, which is limited to father, mother, wife, husband, mother-in-law, father-in-law, grandparent, child, brother and sister.

ARTICLE XI
Pension (Full-time Patrolmen)

1. All pensions for police employees shall be subject to the laws of the Commonwealth of Pennsylvania with respect thereto.
2. The parties incorporate the terms and conditions of the existing Police Pension Plan, as embodied and approved in Ordinance No. 3 of 1996, as amended.

ARTICLE XII
Court Appearances (Part-time and Full-time Patrolmen)

1. For the purposes of this Article, Court Appearances shall include any and all appearances before courts of record, district justices, magistrates, governmental agencies having subpoena power and meetings with the district attorney or an assistant district attorney where the police employee's attendance is required as a result of and arising out of the Performance of his duties as a police employee.

2. Police employees shall be reimbursed for parking fees and other expenses directly related to attending court up to a maximum of ten (\$10.00) dollars per day, plus thirty-four and one-half (\$.345) cents per mile mileage reimbursement.

3. In the event a hourly wage police employee is required to make a court appearance before a District Justice for a Preliminary Hearing for a violation of the Crimes Code, he shall be credited with four (4) hours of service for that appearance.

In the event that the hourly police employee is required to attend a Criminal Court proceeding before the Court of Common Pleas of Allegheny County or Office of the Coroner of Allegheny County during a morning session of the Court, he shall be credited with four (4) hours of service. In the event that the officer is required to also attend an afternoon Court session, he shall be credited with eight (8) hours of service for the day.

4. Where a hourly wage police employee appears before a District Justice with respect to any Offenses committed under the Vehicle Code or a Non-Traffic Summary Offenses and the number of hearings for such officer totals five (5) or less hearings for the Court session, he shall be credited two (2) hours of service for that day. In the event that the number of hearings exceeds five (5) for the Court session, he shall be credited three (3) hours of service for that day.

5. Payments pursuant to Paragraph 3 above shall be subject to written verification of the time expended.

6. In the event that an hourly wage police officer is on duty during his/her scheduled Court appearance, then they shall not be entitled to any additional compensation other than his/her shift pay.

ARTICLE XIII

Other Matters Affecting Compensation (Part-time and Full-time Patrolmen)

1. Where a police employee is required by the Borough to attend any school, seminar or in service training relating to police work, any day in attendance over five (5) hours, will be compensated as an eight hour day. Where attendance is required four (4) hours or less, the police employee shall be entitled to mileage reimbursement at a rate of Fifty-Five (\$.55) cents per mile if the employee uses his personal vehicle for transportation. Where attendance is required for more than four (4) hours, the employee shall also be paid ten dollars (\$10.00) plus mileage reimbursement at a rate of .345 cents per mile if the employee uses his personal vehicle for transportation.

2. Police employees will be paid every other Thursday by 7:00 o'clock a.m.

ARTICLE XIV
Grievances (Part-time and Full-time Patrolmen)

1. Grievance Procedure Definitions:

a) Grievance - An alleged breach or violation of this Contract or a dispute arising out of the interpretation or application of the provisions of this Contract.

b) Grievant - Any employee or group of employees claiming the alleged breach or violation of this Contract or claiming a dispute has arisen out of the interpretation or application of the provisions of this Contract.

2. Scope of Grievance Procedure:

a) Any matter not specifically covered by any provisions of this Contract as well as any matter reserved to the discretion of the Borough by the statutes, legal precedents, and regulations of the Commonwealth of Pennsylvania, Civil Service Commission for Firemen and Police and/or by the terms of this Agreement is not a grievance and will not be construed as a grievance.

b) This procedure is to be utilized in all cases.

3. Informal Settlement of Alleged Grievances:

a) Any grievant shall first discuss and attempt to settle the alleged grievance at the lowest appropriate level; i.e., an employee will discuss the matter with his immediate supervisor.

b) The grievant may attempt to resolve the alleged grievance informally, either directly or through the Braddock Hills Police Association's designated representative.

4. Procedural Steps for Grievance Processing:

a) Level One - Immediate Supervisor:

If the Braddock Hills Police Association is not satisfied with the informal disposition of the alleged grievance, such alleged grievance may be reduced to writing within seven calendar days from its occurrence or within seven calendar days from the time the grievant should have known or been aware of the existence of the situation giving rise to the alleged grievance. The written grievance will be filed with the same person with whom the informal settlement attempts were previously made. Representatives of the Borough and the Braddock Hills Police Association shall meet either with or without the presence of the grievant and attempt to settle the grievance.

b) Level Two - Mayor:

If the alleged grievance is not satisfactorily resolved within five (5) calendar days from the submission of it in writing at Level One, the Braddock Hills Police Association may submit the alleged grievance in writing to the Mayor and/or his designated representative within five calendar days after the decision at Level One, or ten calendar days after the presentation of the alleged grievance in Level One, whichever shall first occur. Representatives of the parties shall meet and attempt to settle the grievance.

c) Level Three - The Council:

If the Braddock Hills Police Association is dissatisfied with the decision at Level Two, or no decision is rendered within five days of the submission of the alleged grievance at Level Two, the Braddock Hills Police Association may within five calendar days after a decision at Level Two or ten calendar days after the grievance was submitted at Level Two, whichever shall first occur, submit the grievance in writing to the Borough council or their designee. The Borough or their designee will consider the merits of the alleged grievance and render a written decision within twelve calendar days of the submission of the alleged grievance to them.

d) Level Four - Arbitration:

If the Association is not satisfied with the decision at Level Three, it shall, within five (5) calendar days after a decision at Level Three, or within fifteen (15) calendar days after the alleged grievance was submitted at Level Three, whichever is sooner, submit the grievance to the American Arbitration Association and request that a list of Arbitrators be issued. Arbitration proceedings shall then be commenced, with the selection of an Arbitrator from the panel of Arbitrators requested. The Borough will strike a name from this panel, and the parties shall then strike alternately until only one proposed Arbitrator remains. This person shall become the Arbitrator for the arbitration proceeding. The decision of this Arbitrator shall be in writing and shall be final and binding. The Arbitrator shall be authorized only to clarify and interpret the express terms, provisions or clauses of this Agreement and does not have the authority to enlarge, alter, modify, delete or change the express terms, provisions or clauses of this Agreement. Fees and expenses of the American Arbitration Association and the Arbitrator shall be borne equally in every case by the Borough and the Association.

e) It is expressly agreed that the parties may, by agreement, enlarge the time limits provided for in the grievance procedure.

ARTICLE XV
Good and Welfare Procedure (Part-time and Full-time Patrolmen)

1. The parties agree that it is desirable to have matters of joint concern discussed by and between them on a regular basis. Therefore, a meeting shall be scheduled at the call of either party on five (5) days written notice to the other party to take up matters affecting the good and welfare of the employees and the Borough.
2. At least three (3) days prior to such meeting, the designees of the parties shall confer to prepare a mutually acceptable agenda for such meeting.
3. It is understood and agreed that grievances will be resolved through grievance procedure and will not be taken up at a good and welfare meeting.
4. In the event a grievance is improperly placed in this procedure and not in the grievance procedure, it shall be transferred to the grievance procedure without prejudice providing the original filing under this paragraph met the time limits pertaining to the grievance procedure.

ARTICLE XVI
Terms and Conditions

All existing benefits and terms and conditions of employment not inconsistent with this agreement and the above awards shall remain in full force and effect.

ARTICLE XVII
Term of Agreement

This Agreement and awards shall be effective for the period from January 1, 2019 through December 31, 2021. This Agreement is specifically premised upon the Borough realizing a level of cost savings for police services based upon the projections set forth on proposal set forth on Exhibit "A" which is attached hereto and made part hereof. In the event that the Borough fails to realize cost savings based upon Exhibit "A" to the extent of a minimum of \$30,000.00 during calendar year 2019, then at the Borough's option, the provisions relative to the payment of Compensation under Articles III may be re-opened for negotiation. The Borough shall issue a written notice of intent to re-open the Contract on or before January 15, 2020. The Borough and Association agree that for a period of sixty (60) days after the providing of such notice, the parties will in good faith attempt to resolve the dispute. In the event that the Borough and Association are unable to reach an agreement regarding compensation by the expiration of the sixty (60) day period, then the matter shall be submitted to binding arbitration in accordance with Act 111.

Notwithstanding the foregoing, the Borough shall not have the ability to reopen the contract in the event that extraordinary circumstances can be demonstrated to establish that the level of cost savings could not be achieved due to the existence of extraordinary or unanticipated

circumstances that were beyond the control of the Association or Borough. Any dispute relative to this matter shall be submitted to binding arbitration in accordance with Act 111.

In addition, in the event that the Borough is required to or believes that it is in the best interests of the Borough to enter into a cooperative agreement with any municipal corporation, regional police force or other government entity for police services, then the Borough agrees that it shall use its best efforts to secure the continued employment for the Borough's police force. Upon entering into a cooperative agreement or contract with any municipal corporation, regional police force or other government entity for police services, this agreement shall terminate.

ARTICLE XVIII

Scheduling

The parties acknowledge that scheduling is a management prerogative as exercised by the Mayor pursuant to the Borough Code with the following exceptions:

(a) To the extent possible, there will be a minimum of eight (8) hours off between shifts when two (2) shifts are worked with fewer than eight (8) hours between. The second shift will be paid at straight time. If scheduled to work a second shift within a twenty-four (24) hour period, the second shift will be paid at time and one-half.

(b) The provisions of the Police Policy and Procedure Manual shall govern with respect to the designation of a shift supervisor.

ARTICLE XIX

Police Policy Manual

The terms and conditions of this Contract shall supersede any conflicting term of the manual.

ARTICLE XX

Effect of Agreement

The Parties mutually agree that the terms and conditions expressly set forth in this agreement and awards represent the full and complete understanding, agreement and commitment between the parties hereto. In the event that the Borough hires a full-time police officer and/or re-establishes the employment of a former full-time officer who was furloughed, then the parties agree to negotiate wages and benefits applicable to such position.

ARTICLE XXI

Management Rights

In all matters, the Borough retains and reserves unto itself all powers, rights, authority,

duties and responsibilities conferred upon and vested in it by the Commonwealth of Pennsylvania.

ARTICLE XXII
Civil Service Commission

The Borough shall, pursuant to the provisions of the Pennsylvania Borough Code, establish a Civil Service Commission and confer upon it the powers and obligations required by law.

ARTICLE XXIII
Severability

Any provisions of this agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

ARTICLE XXIV
Borough Code

This Agreement is subject to all the provisions of the Borough Code of Pennsylvania.

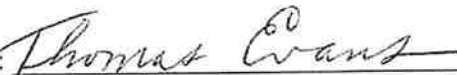
IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first set forth above.

ATTEST:



Cheryl Sorrentino, Secretary

BOROUGH OF BRADDOCK HILLS

By: 

Thomas Evans, President of Council

WITNESS:

**THE BRADDOCK HILLS
POLICE ASSOCIATION**



