

POLICE EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 2019, by and between the BOROUGH OF SHARPSBURG, political subdivision of the Commonwealth of Pennsylvania, with its principal offices located at 1611 Main Street, Pittsburgh, PA 15215, hereinafter referred to as “Borough”,

AND

The POLICE DEPARTMENT OF THE BOROUGH OF SHARPSBURG hereinafter referred to as the “Police.”

ARTICLE I – EFFECTIVE DATE

The contract shall be effective January 1, 2020, and shall terminate on the 31st day of December, 2022.

ARTICLE II - DEFINITIONS

(A) Police – the term “police” as used in this award shall include all persons employed as full-time police officers in the Borough of Sharpsburg.

(B) Borough – shall mean the Borough of Sharpsburg.

ARTICLE III – WORK HOURS AND SHIFT ASSIGNMENTS

(A) All police officers shall work eight (8) consecutive hours within a twenty-four (24) hour period which shall constitute one (1) workday and forty (40) hours per week, as defined herein. Said forty (40) hours shall consist of five (5), eight (8) hour workdays. All police officers shall receive pay at the rate of time and one-half (1-1/2) the hourly rate for all time worked over eight (8) hours in any calendar day and one and one-half (1 1/2) the hourly rate for any day over five (5) consecutive days, notwithstanding the scheduled shift within the pay period. All full-time police officers hired on and after October 1, 2000, shall receive two (2) consecutive calendar days off within said work week.

The work week is defined as beginning with the first shift on Sunday (12:00 A.M.) and ending with the last shift on Saturday (12:00 A.M.).

Shift assignments shall not be made for disciplinary purposes.

The work schedule shall be posted at least ninety (90) days in advance.

Each police officer shall have at least sixteen (16) hours rest between shifts.

(B) In the event that any police officer is required to report to work at a time different than his scheduled shift assignment, the police officer shall be notified at least four (4) hours prior to the starting time of his new shift assignment. In the event of an emergency or replacement for a fellow officer who has reported off, the notification shall be given to the police officer within a reasonable time after the Borough has been notified of the same.

(C) Schedule changes shall be made by the Chief of Police without any obligation to schedule any member of the police in accordance with seniority.

ARTICLE IV – SALARY

For any full-time police officer with the rank of patrolman, hired after January 1, 2016, the following annual salary shall be paid to said police officer, effective January 1, 2017:

1 st year of service:	75% of Top Patrolman Salary
2 nd year of service:	85% of Top Patrolman Salary
3 rd year of service:	100% of Top Patrolman Salary

For any police officer with the rank of patrolman, hired after January 1, 1997, who has successfully completed two (2) years of continuous service, from the officer's date of hire with the

Sharpsburg Police Department, the following annual salary shall be paid, effective on the following dates:

January 1, 2020:	\$68,043.36
January 1, 2021:	\$70,084.66
January 1, 2022:	\$72,187.20

These wages reflect a 3% increase in 2020, 2021 and 2022.

Any police officer with the rank of Sergeant and Captain shall be paid the following annual salary, effective on the following dates:

Sergeant wages to be 3% higher than patrolman wages

Captain wages to be 5% higher than patrolman wages

The officer-in-charge (O.I.C.), with the rank of patrolman only, shall receive a shift differential increase of three dollars and fifty cents (\$ 3.50) per shift.

Any police officer working an outside detail, defined as duties for which the Borough is reimbursed by an outside agency, shall be paid at the highest overtime rate, defined as the Chief of Police's overtime rate, for such details.

ARTICLE V – COMPENSATION FOR COURT TIME

In the event that any police officer is required to appear in court pursuant to his duties and not during his duty time, the police officer shall be paid at their rate of pay, based upon the amount of hours actually incurred relating to his appearance in court, in accordance with the Fair Labor Standards Act, as amended, including overtime, if applicable. In addition, the police officer shall retain any witness fees payable to said police officer. Compensation shall be paid pursuant to the terms of this paragraph when any police officer serves a subpoena involving the Shaler Community Network Mutual Aid Pact.

ARTICLE VI – LONGEVITY PAY

(A) Upon completion of three (3) consecutive years of service, each police officer shall receive longevity pay up to and including twenty-five (25) years of service.

(B) This benefit was made available with the contract year commencing January 1, 1972, first payments due commencing contract year January 1, 1975.

(C) Commencing with the contract year of January 1, 2017, the rate shall be One Hundred Fifty Dollars (\$150.00) per year, up to a maximum of 25 years and payable on or about June 1 of each year.

ARTICLE VII – BEREAVEMENT PAY

(A) All police officers shall be entitled to a leave of absence five (5) days at his regular rate if there is a death in the immediate family, which immediate family is defined as spouse, mother, father, brother, sister or child.

(B) All police officers shall be entitled to a leave of absence of three (3) days at his regular rate for the death of the officer's grandparents, or for the death in the immediate family of his wife, which immediate family is defined as mother, father, sister, brother or child.

(C) All police officers shall be entitled to a leave of absence of one (1) day at his regular rate for the death of anyone else in his or his wife's family up to and including the death of a first cousin.

(D) In no event shall police officers be paid any bereavement pay, as so computed, that falls during vacation, holiday or any time off.

ARTICLE VIII – SICK LEAVE

(A) Each full-time police officer shall receive twelve (12) days sick leave per year. Full-time officers may accumulate unused sick leave up to one hundred twenty (120) days. The Borough shall buy back, from police officers hire before January 1, 2017, any accumulated and unused sick time in

excess of one hundred twenty (120) days at a rate of fifty percent (50%) of said officer's full-time regular hourly wage in effect for that calendar year. The Borough shall pay to police officers hired before January 1, 2017, upon retirement or permanent disability, for all unused sick leave, a rate of fifty percent (50%) of said officers full-time regular hourly wage in effect for that calendar year, calculated through the date of such officer's retirement or permanent disability date, in the event such officer retires from employment or is determined to be permanently disabled. Any accumulated unused sick leave shall be payable, as aforesaid, upon said officer's retirement or permanent disability date. NOTE: All future police officer hires after January 1, 2017 will not be eligible for this buy back benefit. All police officers hired prior to January 1, 2017 are grandfathered under the prior agreement at 50% buy-back and is non-negotiable without the consent of all active grandfathered officers.

(B) If a police officer is absent for three (3) consecutive days or longer, due to illness, he shall be required to furnish a medical certification from a medical doctor.

ARTICLE IX – HOLIDAYS

(A) Police officers shall be paid for the following holidays:

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|---------------------|---------------------------|------------------|
| 1. New Year's Day | 6. Labor Day | 11. Birthday |
| 2. President's Day | 7. Veterans' Day | 12. Personal Day |
| 3. Good Friday | 8. Thanksgiving Day | |
| 4. Memorial Day | 9. Day after Thanksgiving | |
| 5. Independence Day | 10. Christmas Day | |

(B) If a police officer is scheduled to work on a holiday listed in subparagraph (A) of this Article, he shall receive the holiday pay and shall be paid one and one-half (1 ½) the hourly rate for the shift worked on the holiday.

The police officer shall have the option of receiving compensation time off in lieu of holiday pay so long as there is no additional compensation to the Borough. Any police officer who works on a

holiday listed in subparagraph (A) of this Article shall not receive any additional compensation as a result of the sixteen (16) hour rule and waives the sixteen (16) hour rule for the holiday or holidays worked.

ARTICLE X – VACATIONS

Each police officer shall be entitled to a vacation based on the following schedule;

Employment:

One (1) year through three (3) years:	Two (2) Weeks
Four (4) years through nine (9) years:	Three (3) Weeks
Ten (10) years through nineteen (19) years:	Four (4) Weeks
Twenty (20) years and thereafter:	Five (5) Weeks

(B) In the event a conflict arises in scheduling of vacations, said conflict shall be resolved by the use of seniority in scheduling the vacations.

ARTICLE XI – SCHOOLING

(A) Police officers are permitted to attend Firearms School once a year on Borough time.

(B) Attendance at any other schools or academics shall be at the discretion of the Borough.

(C) If the Borough requires attendance at a police school, the Borough shall pay all expenses incurred as a result of attendance.

ARTICLE XII – UNIFORM AND EQUIPMENT ALLOWANCE

In each year of this Agreement, the uniform and equipment allowance shall be eight hundred (\$ 800.00) dollars for each police officer, available January 1st through December 31st of each calendar year. The monies will be provided through the borough manager by a pre-paid bank card. Receipts are

required for all purchases.

ARTICLE XIII – HOSPITALIZATION

Beginning in 2017, the Borough shall provide and pay the premiums for group medical benefits for each full-time police officer and his dependents, as applicable, including major medical coverage/hospitalization; vision coverage; and dental coverage. The major medical plan/hospitalization plan for 2017 shall be either Highmark PPO Blue or UPMC PPO; the vision plan for 2017 shall be Vision Benefits of America; and the dental plan for 2017 shall be United Concordia Flex Dental Care Protection Plan, known as HI-Option.

The Borough shall have the right to make any changes to medical benefits due to or required by any change in federal or state governmental requirements. Any such changes shall be discussed with the police prior to implementation. The Borough shall also have the right to change carriers on an annual basis, provided that the new carrier provides comparable coverage and benefits. Comparable coverage does not mean “exactly the same”, and any such changes must be discussed prior to implementation. The question of equivalency may be placed before a neutral arbitrator on an expedited basis.

Effective January 1, 2017, in the event of any increase from the 2016 healthcare rates under this article, any officer participating in said health coverage shall pay ten percent (10%) of said increase from the 2016 premium, but not to exceed one percent (1%) of the officer’s annual salary. The officer’s healthcare contributions shall be deducted in equal amounts from the officer’s paychecks. Said 2016 premiums are as follows: single: \$680.81, Parent/Child(ren): \$1361.62, two person: \$1872.22, and family: \$2042.43.

ARTICLE XIV – FALSE ARREST INSURANCE

(A) The Borough shall provide, to all members of the Police Department, a Police Professional

Liability Insurance Policy.

ARTICLE XV – LIFE INSURANCE

(A) All life insurance and/or death benefits are provided for in the Police Pension Program.

ARTICLE XVI – RETIREMENT AND PENSION

(A) All retirement provisions and pension benefits are set forth in detail in the Code of Ordinances for the Borough of Sharpsburg, Chapter 1, Part 4 (formerly Ordinance 349, as amended).

(B) Chapter 1, Part 4 of the Codification is attached hereto and made part hereof.

(C) A police officer (which includes the Chief) shall be elected from the police to serve as a member of the Police Pension Committee.

(D) Any time spent in the United States uniformed armed services shall not be included as time worked for pension credit, except as required by State and/or Federal law or the Borough of Sharpsburg Police Pension Plan, as amended.

(E) The Pension Plan shall be amended to provide for retirement after twenty-five (25) years of service and fifty years of age, subject to meeting all requirements of Pennsylvania law.

ARTICLE XVII – GRIEVANCE PROCEDURE

(A) For the purpose of this Contract, the term “Grievance” means any difference or dispute between the Borough and any regular police officer with respect to the interpretation, application, claim or breach or violation of any of the provisions of this Contract.

(B) Should a grievance arise between the Borough and the police officers, there shall be no suspension of work on account of such grievance, but the grievance shall be settled in accordance with the grievance procedure hereinafter set forth.

(C) The regular police officers shall designate to, the Borough Manager, a Grievance Committee

composed of not more than three (3) regular police officers, one of whom shall be designated as Chairman,

(D) Any regular police officer having grievance, shall first discuss the grievance with his superior in the chain of command. If after such discussion, satisfaction is not received, he may file his grievance, in writing, on a form agreed upon by the parties to this Agreement. If the committee finds merit in the grievance, it shall follow that grievance to the next step.

The following grievance steps shall be followed:

1. The written grievance shall be given to the Borough Manager within ten (10) days from the occurrence of the grievance and the same shall be considered in a meeting within seven (7) days thereafter by an authorized representative of Council, the Mayor, Chairman of the Grievance Committee and the aggrieved police officer. Within seven (7) days thereafter, a decision shall be made by an authorized representative of Council and the Mayor.
2. If the matter is not settled to the satisfaction of the aggrieved police officer, he shall advise the Grievance Committee. The Grievance Committee and the aggrieved police officer may then jointly be entitled to arbitration in the manner set forth in the act of June 24, 1968.

The expenses and salary incident to the services of a third party arbitrator shall be shared 50-50 by the Borough and the Sharpsburg Police Department. The Arbitrator's decision must be rendered within thirty (30) days after hearing.

ARTICLE XVIII – LONG TERM DISABILITY INSURANCE; NON-JOB RELATED

The Borough shall secure Long Term Disability Insurance for all police officers. The policy

shall provide long term disability benefits which result only from non-job related illnesses or accidents.

The Borough will pay an amount, not to exceed ten (\$ 10.00) dollars, per month for each officer.

The balance of the premium is to be paid by the police officer if he wants to participate in the Long Term Disability Insurance Program. The officer's portion of the program shall be a payroll deduction.

ARTICLE IXX – RESIDENCY

Full-time police officers must maintain their permanent residence within a ten (10) air mile radius of the boundaries of the Borough of Sharpsburg.

This Agreement specifically incorporates all past contract awards and amendments to the extent that the same are not in conflict with this Agreement, and represents all terms and conditions agreed to by the Borough of Sharpsburg and the Police of said Borough, and shall remain in effect until December 31, 2022.

ARTICLE XX - BILL OF RIGHTS

(A) When an anonymous complaint is made against a police officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.

(B) When any citizen complaint (a) alleges facts which if true could not lead to a criminal charge, and (b) is filed beyond the legal time limits for filing a civil complaint on such facts, then the complaint shall be classified as unfounded, and the accused police officer shall not be required to submit a written report, but he shall be notified orally or in writing of such claim.

(C) A police officer, whether a subject or witness, must be informed of the nature of the interrogation at the outset of the interrogation.

(D) If the interrogated police officer writes a written statement, a transcript is taken, or

mechanical or electronic record is made, a copy of the same must be given to the interrogated police officer, without cost, upon request.

(E) If any police officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

(F) At the request of any police officer under interrogation, he/she shall have the right to be represented by counsel of his choice and/or an F.O.P. representative who shall be present at all times during the interrogation. The interrogation shall be suspended for a reasonable time until representation can be obtained.

(G) Any complaint shall be placed in writing, and shall be signed and notarized by the person filing the complaint.

ARTICLE XXI – LAYOFFS

No full-time officer may be laid off unless and until any part-time officers are laid off/removed from the schedule, and unless and until any full-time officer eligible to retire is placed on retirement status as required by the PA Borough Code.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto set our hands and seals this ____ day of _____, 2019.

ATTEST:

BOROUGH OF SHARPSBURG

William Rossey, Borough Manager

Brittany Reno, President of Council

SEAL

Karen Pastor, Chairman Public Safety

Jonathan Jaso, Councilman, Public Safety

Gregory Domian, Chairman Personnel

**BOROUGH OF SHARPSBURG
POLICE WAGE/POLICE COMMITTEE**

Officer Daniel Sciulli

Officer Jonathon Kimmel

Officer Jeffrey Hussar