

AGREEMENT BETWEEN

SWISSVALE BOROUGH

AND THE

SWISSVALE POLICE OFFICERS ASSOCIATION

JANUARY 1, 2017 TO DECEMBER 31, 2021

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AGREEMENT BETWEEN SWISSVALE BOROUGH AND SWISSVALE POLICE OFFICERS ASSOCIATIONS

The Borough of Swissvale and the Swissvale Police Officers Association hereby agree to the following collective bargaining agreement for the period January 1, 2017 through December 31, 2021. Senior patrol officers (patrolman) shall receive an increase of one and one half (1.5%) percent every six months for the duration of this contract. These increases will take effect on the 1st and 14th pay cycles of each year.

ARTICLE I Salaries

Section A.

2017 Pay Period 1 thru 13

Lieutenant	-	\$70,354.61
Patrol Sergeant	-	\$67,156.67
Patrolman	-	\$63,958.74
Starting Patrolman	-	\$53,038.06

There will be 3 six month increments of \$1,000.00 for starting patrolman and a final increment sufficient to equal the regular patrolman salary on the second anniversary of employment.

2017 Pay Period 14 thru 26

Lieutenant	-	\$71,409.93
Patrol Sergeant	-	\$68,164.02
Patrolman	-	\$64,918.12
Starting Patrolman	-	\$53,833.63

There will be 3 six month increments of \$1,000.00 for starting patrolman and a final increment sufficient to equal the regular patrolman salary on the second anniversary of employment.

2018 Pay Period 1 thru 13

Lieutenant	-	\$72,481.08
Patrol Sergeant	-	\$69,186.48
Patrolman	-	\$65,891.90
Starting Patrolman	-	\$54,641.14

There will be 3 six month increments of \$1,000.00 for starting patrolman and a final increment sufficient to equal the regular patrolman salary on the second anniversary of employment.2018



2018 Pay Period 14 thru 26

Lieutenant	-	\$73,568.30
Patrol Sergeant	-	\$70,224.28
Patrolman	-	\$66,880.27
Starting Patrolman	-	\$55,460.75

There will be 3 six month increments of \$1,000.00 for starting patrolman and a final increment sufficient to equal the regular patrolman salary on the second anniversary of employment.

2019 Pay Period 1 thru 13

Lieutenant	-	\$74,671.82
Patrol Sergeant	-	\$71,277.64
Patrolman	-	\$67,883.48
Starting Patrolman	-	\$56,292.66

There will be 3 six month increments of \$1,000 for starting patrolman and a final increment sufficient to equal the regular patrolman salary on the second anniversary of employment.

2019 Pay Period 14 thru 26

Lieutenant	-	\$75,791.90
Patrol Sergeant	-	\$72,346.81
Patrolman	-	\$68,901.73
Starting Patrolman	-	\$57,137.05

There will be 3 six month increments of \$1,000.00 for starting patrolman and a final increment sufficient to equal the regular patrolman salary on the second anniversary of employment.

2020 Pay Period 1 thru 13

Lieutenant	-	\$76,928.77
Patrol Sergeant	-	\$73,432.01
Patrolman	-	\$69,935.25
Starting Patrolman	-	\$57,994.11

There will be 3 six month increments of \$1,000.00 for starting patrolman and a final increment sufficient to equal the regular patrolman salary on the second anniversary of employment.

2020 Pay Period 14 thru 26

Lieutenant	-	\$78,082.71
Patrol Sergeant	-	\$74,533.49
Patrolman	-	\$70,984.28
Starting Patrolman	-	\$58,864.02

There will be 3 six month increments of \$1,000.00 for starting patrolman and a final increment sufficient to equal the regular patrolman salary on the second anniversary of employment.

2021 Pay Period 1 thru 13

Lieutenant	-	\$79,253.95
Patrol Sergeant	-	\$75,651.49
Patrolman	-	\$72,049.05
Starting Patrolman	-	\$59,746.98

There will be 3 six month increments of \$1,000.00 for starting patrolman and a final increment sufficient to equal the regular patrolman salary on the second anniversary of employment.

2021 Pay Period 14 thru 26

Lieutenant	-	\$80,442.76
Patrol Sergeant	-	\$76,786.26
Patrolman	-	\$73,129.78
Starting Patrolman	-	\$60,643.19

There will be 3 six month increments of \$1,000.00 for starting patrolman and a final increment sufficient to equal the regular patrolman salary on the second anniversary of employment.

Section B. Patrolman serving as acting patrol sergeant for a shift shall be paid the same as that of a patrol sergeant.

The lieutenant salary for each calendar year shall be equal to the patrolman salary plus ten percent (10%) as per the current Agreement.

The patrol sergeant salary for each calendar year shall be equal to the patrolman's salary plus five percent (5%).

The wage for starting patrol officers and the progression to regular, patrol officers' salary shall continue as per the current agreement.

Section C. Shift differential shall be as follows:

7 AM to 3 PM	-	No differential
3 PM to 11 PM	-	.60 per hour
11 PM to 7 AM	-	.60 per hour
7 PM to 3 AM	-	.60 per hour

ARTICLE II Hours of Work

Section A. All police officers shall work eight (8) consecutive hours or ten (10) consecutive hours, either of which shall constitute a day's work. The regular schedule shall be composed of forty (40) hours of work, which shall be made up of either five (5) eight (8) hour days or four (4) ten (10) hour days. All police officers shall receive two (2) consecutive days off. All police officers shall receive pay at a rate of time and one-half for all hours worked in excess of eight (8) hours per day, if they are assigned to a five (5) day per week schedule, or in excess of ten (10) hours per day, if they are assigned to a four (4) day schedule, or in excess of forty (40) hours per week. The work week is defined as beginning with the first shift on Sunday (12:01 a.m.) and ending with the last shift on Saturday.

Section B. When a police officer receives compensatory time in lieu of overtime pay in accordance with the Fair Labor Standards Act, he shall receive compensatory time at the rate of one and one-half hours for each hour worked.

Section C. Scheduling shall not be used for improper retaliation against an officer. Any officer who believes his schedule is motivated by improper retaliatory motives may file a grievance pursuant to the grievance-arbitration procedures in Article XV of the contract.

Section D. If the officer in charge of shift determines that a full time officer is needed to cover a shift due to a call off of an officer, the overtime shall be rotated among the full time regular officers. The exact procedure shall be discussed by the Mayor, Chief and the Swissvale Police Officers Association.

Section E. Schedule Changes. Officers shall receive seven (7) days notice of a schedule change except where the Chief of Police or his designee determines that the public safety and efficiency require shorter notice. Having to pay overtime to fill a shift shall not be deemed an emergency.

Section F. K-9 officers may be scheduled either four (4) eight (8) hour days or three (3) eleven (11) hour days per week. K-9 Officers shall also receive four (4) hours pay per week for training and four (4) hours per week for the care of the K-9.

Section G. Anytime police services are requested by a private entity for security, traffic control or other assignments as approved by Borough Council and the Manager, officers shall receive their overtime rate for hours worked in addition to their regular schedule.

ARTICLE III Longevity Service Pay

Section A. Longevity. Effective January 1, 2008, full-time, civil service officers with the Swissvale Police Department shall receive the following longevity program. This program shall replace the existing longevity in the collective bargaining agreement effective January 1, 2008.

- Beginning with completion of fourth (4th) year of service;
- ½ of 1% of the officers regular rate of prior year;
- add ¼ of 1% each year until 2% (10 years of service);
- 2 ½% after twelve (12) years;
- 2 ¾% after sixteen (16) years;
- max 3% after twenty (20) years;
- officer to receive pay in the first pay of the month following their anniversary date.

ARTICLE IV Vacation

Section A. Vacation schedule shall be as follows:

After 1 year	-	2 weeks
After 5 years	-	3 weeks
After 14 years	-	4 weeks

Full-time officers shall receive one (1) additional day for each year over 14 years up to a maximum of one week five (5) weeks total.

Section B. Prior to March 31 of each year, each officer shall submit a written vacation selection. The Borough shall determine how many employees may be on vacation on a given day or during a given week. Conflicts among employees regarding vacation requests submitted prior to March 31 will be resolved based on the officer's seniority, i.e. years of service as a full-time Swissvale Police officer. All vacation requests submitted after March 31 shall be granted on first come, first serve basis. After vacations have been selected, they may be changed upon mutual agreement between the officer and the Borough. The Police Chief may require a rescheduling of vacation in cases of necessity or emergency or where the efficient and orderly operation of the Police Department or the welfare of the borough requires the services of a specific officer. Absent these compelling circumstances, vacation shall be scheduled and used in accordance with the procedure set forth in this Article.

ARTICLE V Holidays

Section A. There shall be 10 holidays as follows:

- New Years Day
- Good Friday
- Easter Sunday
- Police Memorial Day (May 15)
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

Section B. Holiday pay will be granted in 2 equal sums, payable on July 1 and December 1 of each year.

ARTICLE VI Uniform Allowance

Section A. The uniform clothing allowance shall be increased by \$200.00 in 2017, and \$25.00 each year for 2018, 2019 and 2020. Receipts for purchases or turn-in equipment shall not be required. The total shall be:

2017: \$900.00

2018: \$925.00

2019: \$950.00

2020: \$975.00

2021: \$975.00

ARTICLE VII Residency Requirement

Section A. The residency requirement shall be removed from the Collective Bargaining Agreement.

ARTICLE VIII Court Appearances

Section A. When a police officer is required to appear on non-work time as a witness in connection with his duties in any criminal court above the magistrate level he shall be entitled to a minimum of four (4) hours of pay or the actual time spent in court, whichever is greater. Provided that the Borough and the individual officer mutually agree, the Borough will be permitted to purchase court time from an officer at a rate of \$150.00 per court day up to a maximum of 25 days per year. Said payment shall reduce the officer's accumulated compensatory time by the total amount of compensatory time he received for that court day.

Section B. The payment for attendance at the magistrate's level on non-work time shall be a minimum of two (2) hours or the actual time spent in court, whichever is greater.

Section C. For appearance in Criminal Court above the magistrate level, each bargaining unit employee shall be reimbursed for documented food and parking expenses totaling \$25.00 or less, for any single eight hour period, by the Borough.

Section D. Court time shall be paid in accordance with the Fair Labor Standards Act (FLSA) at a rate of time and one-half. However, personal days, vacation, sick days and comp days taken during an officer's regular shift shall be counted as time worked for purposes of calculating over-time. Officers shall have the option of accumulating compensatory time or being paid overtime. Officers shall not accumulate more than 480 hours of compensatory time. Officers who accumulate or currently exceed 480 hours of compensatory time shall be paid overtime.

ARTICLE IX Funeral Leave

Section A. Police officers are permitted up to four (4) consecutive days of absence with pay for death in the immediate family. Said days shall be four consecutive days with the day of the funeral constituting the last day. In the event that a funeral will not be held, said days shall be the four (4) days immediately following the death.

Section B. Immediate family includes mother, father, husband, wife, parents of wife or husband, child, step child, brother, sister, grandparents and grandchildren.

ARTICLE X Hospitalization and Medical Insurance

Section A. All full-time Civil Service bargaining unit members covered by the Borough's hospitalization program will be covered by the current health plan thru Municipal Benefits Services (MBS). The Borough shall establish a health reimbursement account to cover the full deductible for each police officer. Employees will be fully responsible for co-pays.

1. Eye and Dental. The existing benefit through Municipal Benefit Services (MBS) shall be continued in the new Agreement.

2. Contribution Toward Hospitalization Premium. Each officer who is covered by health insurance shall contribute ten percent (10%) of the monthly premium for his or her hospitalization up to a maximum of \$100.00 per month. Residents of the Borough, i.e., officers who maintain their primary, permanent domicile in Swissvale Borough, shall contribute five percent (5%) of the monthly premium, up to a maximum of \$50.00 a month. This provision shall apply to all employees who have hospitalization coverage.

3. Hospitalization Reopener. In the event that premiums for any level of coverage exceed 15% in any one year over the premium for the previous year, the Borough may reopen the contract for purposes of negotiating an alternative hospitalization plan. Each officer shall cooperate in filling out medical questionnaires or providing any necessary medical or other information to enable the Borough to obtain alternative medical insurance proposals. The amount of premium contribution shall not be subject to the reopener.

Section B. Hospitalization for Retirees. The hospitalization plan provided to active full time bargain unit members shall be extended to retirees, husband and wife only, until age 65. It is understood, however, that the costs for providing hospitalization for those retiring this contract year will be subtracted from the amount negotiated for the next contract and each year thereafter for as long as this benefit exists. Provided also, however, the costs will be subtracted from the police wages up to a maximum of \$300 per man. The Borough will pay costs that exceed \$300. The cost of hospitalization as previously mentioned shall be determined by taking the actual number of members of the police unit plus the chief and dividing that into the total costs of the hospitalization for retirees.

Section C. Disability Insurance. Individuals who receive a full disability retirement in accordance with state law and Borough ordinances shall be entitled to the hospitalization

benefit set forth above on prorated basis. The proration shall be based on the assumption that the regular benefit for regular retirees is a maximum of ten (10) years of benefits, and that the required number of years of service for regular retirement is twenty-five (25) years. Therefore, an individual who receives a disability pension and who has fifteen (15) years of service would receive $15/25$ or $3/5$ of the ten (10) year benefit or, in other words, six (6) years of hospitalization benefits. Similarly, an individual who has twenty (20) years of service at the time that he becomes eligible for a disability pension would receive $20/25$ or $4/5$ of the benefit or, in other words, eight (8) years of benefits. The benefit would be for husband and wife coverage as it is for regular retirees.

ARTICLE XI Sick Leave and Personal Days

Section A. Each full-time police officer shall be entitled to ten (10) sick days per year cumulative to 120 days. Accumulated sick days up to 90 days may be exchanged for compensatory time only at the time of an employee's retirement.

Section B. A doctor's excuse will not be required when a police officer has missed 3 days or less because of illness, unless there is reason to believe that the illness provision is being abused.

Section C. Each full-time police officer shall be entitled to two (2) personal days which can be used on 48 hours notice. If the days are not used they can be carried over as sick days at the end of the year. These days may be used without 48 hours notice for emergency reasons that arise unexpectedly. Notice shall be given to the Chief as soon as possible in advance of use of an emergency day. The Chief of Police may make reasonable inquiry to verify the basis for the absence on an emergency day.

ARTICLE XII Sick and Accident Insurance

Section A. After expiration of sick leave and payment up to the number of accumulated sick leave days, sickness and accident insurance benefits shall be at the rate of \$200 per week for a period of ninety (90) days. The Borough, in its discretion, may obtain sick and accident insurance to provide this benefit or may pay the amount out of Borough funds.

ARTICLE XIII Life Insurance

Section A. Life insurance coverage will be provided as follows: \$50,000 life insurance with a double indemnity provision shall be provided for each active police officer.

Section B. Retired police officers shall be provided \$8,500 life insurance coverage.

Section C. In case of death of an active police officer, his widow or estate, shall be paid any unpaid longevity pay for the year in which his death occurs and pay for all earned holidays during that year including any holidays which fall in the pay period in which death occurs.

ARTICLE XIV Disability Insurance

Section A. Disability insurance shall begin after ninety (90) days and shall be at the rate of sixty percent (60%) of the officer's salary, not to exceed \$6000 per month. It is understood that the said disability policy shall not cover a starting patrolman until he has finished his legal probationary period.

Section B. Disability insurance shall be provided by the Borough's selected insurance provider.

Section C. An officer who becomes totally and permanently disabled by a service connected event shall be eligible for a disability pension in accordance with Act 600, 53 P.S. §771.

ARTICLE XV Grievance Committee

Section A. All disputes over interpretation of the Collective Bargaining Agreement between the parties shall be settled in accordance with the following grievance procedure:

Step One. All grievances must be initiated within five (5) days of the alleged occurrence. The grievance shall first be taken up orally with the Chief of Police. The Chief may orally answer the grievance within three (3) days of the meeting.

Step Two. If satisfactory settlement of the grievance is not reached at Step One, the grievance must be put in writing and filed with the Police Chief within ten (10) days of the occurrence of the grievance. The Chief shall submit the grievance to the Police Committee for consideration by the Mayor and Police Committee at their next scheduled meeting. The Police Committee and Mayor shall provide a written response to the grievance within five (5) days of their meeting.

Step Three. If satisfactory settlement is not reached or a timely response is not received at Step Two, the grievance shall be submitted to the full Council through the Borough Secretary for consideration at its next regularly scheduled meeting. The Council shall respond to the grievance within five (5) days of this meeting.

Step Four. The terminal step after the grievance proceeding shall be final and binding arbitration, according to the following procedure. If a satisfactory settlement should not be reached or a timely response not received at Step Three, the police may, within thirty (30) calendar days of receipt of the Borough Council's decision, appeal the grievance to arbitration by written notice to the Borough Secretary. The parties, acting jointly, may select the arbitrator from a list submitted to them, upon request, by the Pennsylvania Bureau of Mediation. The decision of the arbitrator shall be final and binding. The arbitrator's fee and expenses shall be paid equally by the parties.

Section B. Police officers shall have the option to choose Civil Service or Arbitration for matters involving termination, demotion or suspensions that exceed thirty (30) days. Should arbitration be chosen, the arbitrator's fees and expenses shall be paid equally by the parties.

ARTICLE XVI Safety Committee

Section A. The Borough shall establish a Safety Committee composed of the Chief of Police and a representative of Council and the Police.

ARTICLE XVII Pension

Section A. The Borough's police pension ordinance shall provide for vesting of police pensions after twelve (12) years, in accordance with Act 600, 53 P.S. §771.

Section B. The Borough agrees to amend the Borough's police pension plan to include a Cost Of Living Adjustment (COLA) in the amount of four percent (4%) in the fifth (5th) year and tenth (10th) year of retirement. The COLA shall apply only to those who retire after the execution of this agreement.

ARTICLE XVIII Labor Management Committee

Section A. The parties shall establish a Labor-Management Committee which shall include at least one representative of Borough Council. This Committee shall meet at least quarterly, and may consider issues that affect the terms and conditions of employment of the bargaining unit.

Section B. The Committee is not intended as a means of adjusting individual grievances, which shall continue to be subject to the grievance arbitration procedure contained in the collective bargaining agreement, or of changing the express terms of the agreement between the parties.

ARTICLE XIX Application of Agreement

Section A. This collective bargaining agreement between the Borough and the Police covers all regular, full time officers hired through civil service and does not extend to any part time or substitute employees, or employees not hired through civil service procedures. Part-time officers who are included in the bargaining unit, shall not be covered by the terms of this collective bargaining agreement, except that Article XV (Grievance Committee); Article XVI (Safety Committee); Article XVIII (Labor Management Committee) shall apply to all officers in the bargaining unit. The wages and benefits for part-time officers shall be set forth in a separate Memorandum of Understanding.

ARTICLE XX Tuition

An officer can be reimbursed for job related courses up to \$67 a credit, provided the course is pre-approved by the Borough and the officer received a grade of B or better.

ARTICLE XXI Police Officer's Bill of Rights

The following Police Officer's Bill of Rights shall be adopted as part of the Collective Bargaining Agreement.

SWISSVALE POLICE OFFICER'S BILL OF RIGHTS

1. In the event an anonymous complaint is made against a police officer and no corroborative evidence is obtained, the complaint shall immediately be classified as unfounded. However, the officer will be informed of the complaint received.
2. In the event a citizen complaint is made about an officer, all relevant information pertaining to the complaint shall be obtained from the citizen and shall be recorded in writing by the Chief of Police or his designee. It shall then be investigated in a prompt and appropriate fashion.

3. If an internal investigation takes place concerning a citizen's complaint, the investigator shall take appropriate steps to interview necessary witnesses.

4. In the event that an investigation of citizen's complaint leads to disciplinary action, the Borough shall comply with all procedural requirements of federal and state law for administering police discipline, including any requirements set forth in the Borough Code.

5. Whenever a police officer is subject to a disciplinary investigation, an officer's request for union representation, as secured by Pennsylvania law, shall be complied with by the Borough.

6. Upon any interrogation of a police officer, where written statements, transcripts, or mechanical records are made of such interrogation, a copy of the same shall be provided to the police officer without cost upon request.

7. In a case of disciplinary actions, the Borough will endeavor to keep information concerning investigation and discipline confidential. The Borough's representatives may make public statements or discuss such disciplinary action in public, when it is deemed in the public interest.

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ARTICLE XXI Term of Agreement

This Agreement shall be in effect from January 1, 2017 through December 31, 2021.

AGREED TO by and between SWISSVALE BOROUGH and the SWISSVALE POLICE OFFICERS ASSOCIATION.


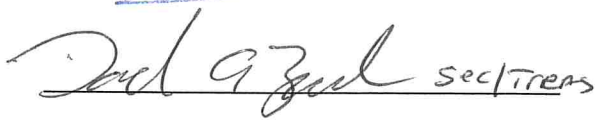

ATTEST:

BOROUGH OF SWISSVALE


Borough Manager

By: 
President of Council

SWISSVALE POLICE OFFICERS
ASSOCIATION


 sec/treas


APPENDIX A PART-TIME POLICE OFFICERS MEMORANDUM OF UNDERSTANDING