

AGREEMENT BETWEEN

THE BOROUGH OF McKEES ROCKS,

a municipal corporation situated in Allegheny County,
Pennsylvania,

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THE POLICE DEPARTMENT OF THE BOROUGH OF McKEES ROCKS,

by and through its Wage and Policy Committee

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DATED this 11th day of October, 2016, between the
BOROUGH OF McKEES ROCKS, a municipal corporation situated in
Allegheny County, Pennsylvania, hereinafter called "Borough",

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THE POLICE DEPARTMENT OF THE BOROUGH OF McKEES ROCKS, by and
through its Wage and Policy Committee, hereinafter variously
called "Police", "Policemen", "Committee", and/or "Police
Department".

WHEREAS, the parties have met and negotiated pursuant to
the Act of Assembly of the Commonwealth of Pennsylvania, known
as the Act of June 24, 1986, P.L. 237, Act 111, as amended; and

WHEREAS, the parties arrived at an agreement;

WHEREAS, the parties hereby set forth the matters agreed
upon by them in their present collective bargaining
relationship.

NOW, THEREFORE, the parties hereto, for themselves, their
officers, representatives, successors, and assigns with the
express intent of being legally bound hereby, covenant and agree
as follows:

1. Purpose. The purpose and intent of this Agreement is to set forth the rates of pay, hours of work, and other conditions of employment to promote orderly and peaceful relations between the Police and the Borough to achieve uninterrupted operations, and to achieve the highest level of performance for the best interest of the parties hereto and the citizens of the Borough of McKees Rocks.

2. Work Week. The normal work week shall contain forty (40) hours, consisting of five (5) eight hour days. The work week shall commence on Monday and end on Sunday.

3. Wages. The following increases in the officers' annual pay shall be effective on the indicated dates:

A. Police Officers Hired

Before January 1, 2006

| Start Date | Captain | Sergeant | Officer | Bonus on Jan. 15 th |
|------------|-----------|-----------|-----------|--------------------------------|
| 1-Jan-17 | 75,379.60 | 72,117.64 | 68,684.36 | \$0.00 |
| 1-Jan-18 | 75,379.60 | 72,117.64 | 68,684.36 | \$1,500.00 |
| 1-Jan-19 | 76,887.19 | 73,559.99 | 70,058.05 | \$0.00 |
| 1-Jan-20 | 76,887.19 | 73,559.99 | 70,058.05 | \$1,500.00 |
| 1-Jan-21 | 77,656.07 | 74,295.59 | 70,758.63 | \$0.00 |

B. Officers hired after December 31, 2005

Individuals hired by the Borough as a police officer after December 31, 2005, for the first year of service shall be paid at the rate of 75% of the regular rate

of pay for an officer, for the second year of service, 85% of the regular rate of pay for an officer, for the third year of service, 90% of the regular rate of pay for an officer, and for the fourth year of service, 95% of the regular rate of pay for an officer. At the end of the fourth year of service, an officer shall receive the regular rate in effect at that time.

C. Officer in Charge and FTO Pay. Any patrol officer who is the officer in charge on a shift because no sergeant or ranking officer is on duty will be paid, in addition to that officer's regular compensation, \$0.75 (seventy-five cents) dollars per hour. Any officer while working as a Field Training Officer will be paid, in addition to that officer's regular compensation, \$0.75 (seventy-five cents) dollars per hour for a maximum of forty hours per week.

D. Compensatory time. Subject to the approval of the Chief of Police or the highest ranking officer, officers may elect compensatory time in lieu of pay for court time or overtime. Compensatory time must be used on or before February 28 of the year following

the year in which it is earned. Notwithstanding any other provision of this paragraph, the Borough shall have the right to pay an officer the prevailing wage under this contract rather than allowing an officer to take compensatory time. When a full-time officer uses compensatory time, the Borough may fill that officer's shift with a part-time officer.

E. Overtime. Officers working in excess of forty (40) hours per week or eight (8) hours per day will be paid at one and one-half times their regular hourly rate. Overtime work opportunity shall be offered among the members of the Police Department pursuant to current practice. "Current practice" is that the Borough will offer full-time officers the first opportunity to fill overtime made available by the call off, vacation, or sick time of another full-time officer. However, the Borough may use part-time officers to fill shifts that are vacant as the result of a full-time officer's pass day. The description of current practice in this paragraph is illustrative and not exhaustive of current practice. Any policeman called to work while off-duty, for any reason

whatsoever, shall receive pay at the rate of one and one-half times his regular rate of pay for all hours worked, or for four hours, whichever is greater.

F. Holiday Pay. Any officer required to work on a holiday will receive an amount equal to 1.50 times his or her regular hourly rate of straight pay in the month that the holiday was actually worked, in addition to their holiday pay which is payable in October.

4. Term. The term of this Agreement shall be from January 1, 2017 through December 31, 2021.

5. Witness, Training And Jury Duty.

A. Whenever the Borough obtains a court subpoena master list, each officer subpoenaed will be given his or her subpoena. In the event any police officer while employed by the Borough of McKees Rocks is required to appear in the Criminal or Juvenile Division of the Court of Common Pleas of Allegheny County, or in the United States District Court for the Western District of Pennsylvania, in relation to his official duties, and such appearance is required at a time when such police officer is not on duty, he or she shall receive

an amount equal to six (6) hours straight pay, plus all sums actually spent for parking. Said police officer may also retain any witness fees paid by the Commonwealth of Pennsylvania or the United States of America.

B. If any police officer is required to appear in any magistrate's court in the course of his or her employment at a time when said police officer is not on duty, said police officer shall receive four (4) hours minimum pay on Criminal Court Day, regardless of the number of hearings. If a police officer, in the course of his or her employment, is required to appear in any Magistrate Court while not on duty for any summary offense, said police officer shall receive the same allowance as above, the total thereof, however, not to exceed \$15.00 for the first two appearances and \$12.50 thereafter on the same day.

C. Required attendance at training classes during off duty time shall be compensated for at the prevailing Internal Revenue Service rate per mile for round trip travel by private automobile from the police officer's

home, plus a straight time rate of pay for each hour spent attending such classes on an off duty day.

Officers who are at offsite training over the lunch hour will receive Ten (\$10.00) Dollars for lunch, unless lunch is provided as part of the training without additional cost to the officer. Officer's reimbursement for parking and training expenses shall be paid within two weeks of submitting receipt(s) or proper documentation, in regards to all other receipt(s) or documentation for reimbursement, if turned in by the 3rd. week of the month, Officers shall be reimbursed after the next month's council meeting.

D. Officers required to serve as jurors shall be compensated at the straight time rate of pay for each day they serve as jurors. Officers summoned for jury duty need not report for duty that day, if scheduled.

6. Sick Leave.

A. Upon completion of his or her first year, an officer shall have five (5) sick days; upon completion of his or her second year, an officer shall have ten (10) sick days; upon completion of his or her third

year, an officer shall have Thirteen (13) sick days per year; upon completion of his or her fourth year and thereafter, an officer shall have Thirteen (13) sick days per year. Sick leave may be accumulated from year to year to a total of one hundred (100) days. The Borough shall have the right to require any police officer who is off sick for over three (3) days in a row, or for six (6) or more days in a calendar month, or for any sick day taken within 24 hours before or after a pass day, to present a doctor's certificate verifying such sickness. The preceding sentence shall not apply in cases of hospitalization. During the term of this Agreement, each police officer shall have the option, exercisable in the month of December only, to require the Borough to compensate him for up to ten (10) accumulated unused sick days. If the option is exercised, the days compensated shall be paid at fifty percent (50%) of the then current daily wage, the compensation shall be paid in the first pay period after exercise of the option. Upon exercise of the option, the sick days paid for shall be removed from

the police officer's sick leave accumulation. Upon retirement, each retiree may purchase unused sick days to 100 days at the rate of twenty-five percent (25%) per day.

7. Vacations.

A. Current Officers. Police officers will accumulate vacation as follows: Upon completion of his or her first year, an officer shall have five (5) days vacation; upon completion of his or her second year, an officer shall have ten (10) days vacation; upon completion of his or her third year, an officer shall have fifteen (15) days vacation; upon completion of ten full years of service, an officer shall have four weeks vacation; upon completion of fifteen full years of service, an officer shall have five weeks vacation. After 26 full years of service, each police officer shall receive an additional day of vacation for each full year of service over 25 up to an additional 5 days of vacation. Each police officer shall select their vacation by seniority by January 30 of each year and shall take no more than two weeks of vacation during

June, July, and August, subject to scheduling adjustments as required by emergency circumstances.

B. New Officers. New officers will have the same vacation benefits as described in Paragraph 7(a) above.

8. Holidays.

A. Current Officers. Police officers hired before January 1, 2006 shall be paid for twelve (12) holidays per year, and in addition shall be entitled to four personal days off with pay, per year, said personal day to be selected by the police officer.

- (1) New Years Day
- (2) President's Day
- (3) Good Friday
- (4) Easter
- (5) Memorial Day
- (6) Independence Day
- (7) Labor Day
- (8) Thanksgiving Day
- (9) Christmas Eve
- (10) Christmas Day
- (11) New Years Eve

(12) Officer's Birthday

B. New Officers. Any Officer hired after December 31, 2005, shall be entitled to four personal days off with pay, per year, said personal day to be selected by the Police Officer, any Officer hired after December 31, 2016 shall be entitled to two personal days off with pay, per year, said personal day to be selected by the Police Officer, and shall be paid for the following holidays.

- (1) New Years Day
- (2) Good Friday
- (3) Independence Day
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Eve
- (7) Christmas Day
- (8) New Year's Eve

A new officer shall be entitled to one additional paid holiday per year, on the following schedule, for each full year of service completed by the new officer after he or she completes his or her first full year of service on the following schedule.

Upon completion of a new officer's fifth year of service, he or she will have the same holiday benefits as described in Paragraph 8(a) above.

- (1) After the 1st full year add: President's Day
- (2) After the 2nd full year add: Easter
- (3) After the 3rd full year add: Memorial Day
- (4) After the 4th full year add: Officer's birthday

9. Longevity.

A. During each year of the term hereof, each police officer shall, after he or she has served ten (10) full years on the force, receive a longevity payment, payable by separate check in the month of May of each year, based on the following schedule:

at least 10 yrs. service, but not more than 15 yrs, 3% of base salary,

at least 16 yrs. service, but not more than 20 yrs. 4% of base salary,

at least 21 yrs. service and over, 5% of base salary.

B. Any officer hired after December 31, 2016 shall, after he or she has served ten (10) full years on the force, receive a

longevity payment, payable by separate check in the month of May of each year, based on the following schedule:

at least 10 years service, but not more than 15 years, \$1,000.00,

at least 16 years service, but not more than 20 years \$1,500.00,

at least 21 yrs. service and over \$2,000.00

10. Hospitalization. The Borough shall cover each police officer, and his or her immediate family (spouse and children) with health insurance.

A. Current MEIT Plan. Group medical insurance shall be provided by the current MEIT (Municipal Employer's Insurance Trust) Plan, a summary of which is attached hereto. By mutual agreement, the Police Department and the Borough may select an alternate provider that is able to offer a program that is deemed equal to or better than the MEIT Plan at a similar price. All police officers will participate in this plan unless they decline to participate in accordance with Paragraph 10©.

B. Employee Premium Contribution. Each participating officer will contribute seven (7%) percent of the monthly

premium paid by the Borough for his or her health insurance by payroll deduction.

C. Opt Out Payment. Any police officer who is covered under other medical insurance through his or her spouse may elect to not participate in the Borough's current medical insurance program. The Borough will pay a police officer who opts out of the Borough's current medical insurance \$2,500.00 within thirty (30) days. An officer may only opt out of the current plan during the enrollment period. In order to opt out of the Borough's medical insurance, an officer must furnish proof that other comparable coverage exists. The Borough's decision as to whether coverage is comparable will be final.

D. Dental Insurance. The Borough will pay one-half of the cost of dental insurance.

E. Dental Insurance Option. An officer will have the option of purchasing superior dental insurance, but he or she shall be responsible for the payment of any premium in excess of the premium paid by the Borough for dental insurance.

F. Vision Insurance. Current practice shall continue for the term of this Award.

G. Cadillac Tax. In the event that it appears probable that the excise tax imposed by the Patient Protection and Affordable Care Act (PPACA), as amended by the Health Care and Education Reconciliation Act of 2010), commonly known as the Cadillac Tax will be enforced, then either party may reopen the contract for the limited purpose of negotiating this issue. If no agreement is reached it will be submitted to binding arbitration.

11. Pension. The Pension Benefits Program will be as follows:

A. A service increment is provided for in an amount not to exceed \$100.00 per month in those instances where a retired officer has completed 25 years of service. This amount is in addition to the regular amount established for that officer.

B. An officer who incurs a total and permanent service related disability, which has continued for at least six (6) months, provided he has completed (5) five or more years of

service, will be entitled to a disability benefit equal to 50% of average earnings upon a service incurred disability.

C. A vested benefit may be provided if a member has completed twelve (12) years of service, in lieu of return of employee contributions. This benefit would be based on a ratio of service actually completed at date of termination to service the member would have completed at his or her retirement date.

D. Each officer will contribute the following percentage of his or her pay to the Borough's Police Pension Fund:

| | |
|------|----|
| 2017 | 5% |
| 2018 | 5% |
| 2019 | 5% |
| 2020 | 4% |
| 2021 | 3% |

E. The amount of life insurance coverage on each officer will be \$28,000.00. The premium will be paid by the Borough.

F. If any present or future pension payment improvements such as, but not limited to, cost of living adjustments or any other increment now or hereafter permitted, can be

implemented without further contributions by the police officers of the Borough, without impairing the actuarial soundness of the fund as determined by state law, the Borough shall implement the improvement and shall perform all studies to determine whether or not the improvement may be implemented.

G. The DROP pension, Ordinance 1730, will remain in effect without change.

12. Pension Committee. There shall be a pension committee consisting of two members appointed by the Police Department and three members appointed by Borough Council. Said committee shall, at the request of any two members, meet to discuss matters involving police pensions. In addition, the Police Department shall have the right, at any time prior to February 1 of each year, to submit to the Borough any changes it wishes to seek in the police pension plan beginning each subsequent January 1. The actuary's report shall be submitted to the Police Department on or before September 30 of each year. No commitment is made with regard to adoption of any such requests, as the foregoing is agreed to only to facilitate knowledgeable bargaining on the subject.

13. Residency. All officers are required to reside within fifteen air miles of the existing municipal building.

14. Health and accident insurance. The Borough, at its sole cost, shall maintain health and accident insurance for non-service connected disability on each police officer.

15. Seniority. Seniority in the Police Department shall be defined as length of service calculated from the first day worked after passing the Civil Service Test, and shall be determined by date of hire and continuous employment and shall not be broken or reduced by periods of illness or disability. If two or more individuals hold the same rank, then the officer with more time at the rank shall be deemed to be senior to the other officer when seniority in rank prevailed.

If more than one officer is hired at the same time, seniority shall be determined by the order upon which council has voted on the hiring of the officer.

16. Vacation Schedule. The Borough shall, during the term hereof, cause to be posted monthly on a bulletin board in the police station, the vacation schedule and sick days, used and remaining, of each police officer. Officers will select their vacation days by January 30 of each year. Changes can be made in

the officers vacation schedules as long as the changes do not have an adverse impact on the overall operations and the officer in charge is given appropriate notification of the schedule change.

17. Uniform Allowance. The uniform allowance for each police officer shall be \$700.00 per calendar year. Unused amounts will not be carried forward to the next year. The Borough shall establish accounts at M & M Uniform Company for each officer that he or she may draw upon to obtain uniform items. An officer may use up to \$250.00 of his or her \$700.00 uniform allowance to purchase court business attire for court appearances. Officers will submit receipts for purchase of court attire to the Borough Manager, who shall reimburse the officer. In addition to the annual uniform allowance, the Borough will replace any item of a police officer's uniform damaged while the officer is on duty, if the damage is reported to the officer in command of the shift by the end of the shift during which the damage occurs. The immediately preceding sentence does not apply to matters of normal wear and tear.

18. Equipment and Training. During the term hereof, if the Borough purchases any police automobiles, the same shall be

equipped with split bench front seats, if available, and air conditioning. The Borough will repair or replace faulty equipment within a reasonably period of time, in accordance with established procedures. The Borough shall have the right to equip police vehicles with GPS tracking equipment. The Borough will pay the Forest Grove firearms range fee. The Borough's payment will not exceed Eight Hundred Fifty (\$850.00) Dollars per year.

19. Funeral leave. The number of days off granted with pay for death in the policeman's family, shall be five (5) days for the death of a parent, a spouse or a child (including a step-child), two (2) days for a brother, sister, mother-in-law, father-in-law, grandparent, grandchild, and one (1) day for the death of an aunt, uncle, brother-in-law, sister-in-law, nephew, niece.

20. Vacancies. If the Borough determines to fill any vacant positions in the Police Department, it shall do so promptly, and shall see to the prompt giving of all necessary civil service tests in connection therewith. However, the parties agree that the total number of full-time officers is a matter within the managerial discretion of the Borough.

21. Death benefits. The Borough shall fully cooperate to enable policemen and the families of deceased policemen to secure whatever benefits said policemen or families may be entitled to pursuant to the statute found at 53 Pa.Stat.Ann. 891, et seq., and pursuant to the Public Safety Officer's Benefits Act of 1976, 42 U.S.C.S. 3796.

22. Civil Service. Nothing herein contained shall be deemed to impair the rights, remedies and obligations imposed on or afforded to the parties by the Civil Service Sections of the Borough Code.

23. Shift selection. All shift selections shall be made in seniority order. An officer's shift selection shall be for one quarter of a year, effective January 1, April 1, July 1, and October 1. The Borough shall, on or before December 15, March 15, June 15 and September 15 of each year, post the shift schedule desired to be implemented for the next quarter of a year. Police officers shall, beginning with the officer with greatest seniority, select the shift desired by them. All selections shall be made in seniority order at a time or times fixed by the Chief or the highest ranking officer. However, if a shift has two or more ranking officers and another shift has no

ranking officer, then the ranking officer, other than the Police Chief, with the least seniority shall be assigned the shift(s) with no ranking officer. Any officer failing to select his shift when assigned shall forfeit his right to shift selection and his shift shall be assigned to him by the Police Chief after all other officers have made their selections. Notwithstanding the foregoing, however, if an officer is unable to select a shift due to illness, vacation or absence from the Borough Building due to his or her work schedule, he may designate another officer to make his shift selection for him.

With regard to shift bidding, the following shall prevail:

- a. The highest ranking officer shall work the daylight shift with Saturday and Sunday off.
- b. All other shift bidding shall be according to seniority without regard to rank.
- c. All shifts shall be constructed to provide two consecutive days off.

24. Part-time police. Prior to hiring any part-time police officers, the Borough agrees to meet and discuss this action with the Police Department, but this agreement to meet and discuss shall not in any way be deemed to be any restriction or

impairment of the right of the Borough to hire part-time police officers.

25. Pension. The current police pension plan will remain in place without any changes. However, as per the request of the bargaining unit, the Borough agrees to fix the minimum requirements for retirement at 50 years of age and 25 years of service, if authorized by law and approved by the pension plan actuary. Additionally, if state law is amended to provide that a 75% retirement allowance is permissible, the Borough shall undertake, at its own expense, all steps to determine whether or not such an improvement is actuarially feasible for the McKees Rocks Borough police pension fund, without additional cost to the Borough, such as the performance of any actuarial study and the creation of necessary ordinances to implement the payment. If this improvement or any improvement above the current pension payment level can be implemented without further contributions from the police officers or the Borough and without impairing the actuarial soundness of the fund pursuant to state actuarial standards, the increased benefit shall be implemented. The Borough agrees to make any necessary amendments to the Borough's Pension Plan to allow eligible officers to purchase credit for

time spent in the U.S. Military Service, provided the change is authorized by law and approved by the Borough pension actuary and can be implemented without further contributions by the police officers or the Borough.

26. Grievance Procedure.

A. 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 Borough and the Police or an employee represented by the Police shall be settled in the following manner:

(1) 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 Police 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 or any other designee of the Borough Council.

(2) Step Two - The Borough Council or its representative, within ten (10) workdays after receipt of the appeal, shall meet with the aggrieved employee and his Committee Delegate, in an

attempt to adjust the grievance. The Borough Council or its representative shall give the aggrieved employee and his Committee Delegate a written decision within five (5) workdays following said meeting. If the Committee 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.

(3) Step Three - Arbitration - If the grievance has not been satisfactorily resolved at Step Two, the Committee may appeal to arbitration within ten (10) days after a decision at Step Two has been rendered. A request for arbitration may be initiated by the Police serving upon the Borough Council notice in writing of its 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 cannot voluntarily agree upon the selection of an arbitrator, they shall notify the Pennsylvania Labor Relations Board of their desire to have that Board submit to the parties a panel of arbitrators. Each party shall alternately strike until one (1) name remains.

The Borough shall strike the first name at the initial grievance and thereafter the initial strike shall alternate between the Borough and the Police. The person remaining shall be the arbitrator.

(a) 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.

(b) 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.

(c) The grievance may be withdrawn by the Police 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 grievance.

(d) Time limits set forth in the Grievance procedure shall, unless extended by mutual written agreement of the Borough and the Police, be binding and any grievance not timely processed

thereafter, shall not be arbitrable. Weekends and holidays do not count.

(e) The arbitrator's decision shall be final and binding on all parties.

27. Special Details. Police officers working special security details, also known as "private details" or "off-duty details" for which the Borough is reimbursed in full by the person or company using the officer's services will be paid at the following rate:

| Year | Rate |
|------|---------|
| 2017 | \$52.51 |
| 2018 | \$52.51 |
| 2019 | \$53.56 |
| 2020 | \$53.56 |
| 2021 | \$54.10 |

In addition to the amount that is paid to the police officer, the Borough will charge the user of the officer's services a fee in an amount to be determined by the Borough to cover the employer's share of employment taxes, Borough pension contributions, insurance and administration expenses. This

paragraph will not apply to officers who directly contract with and who are paid directly by the person or company using their services for special security details. All private security details that a police officer performs must be approved in writing by the Mayor or by the Chief of Police. Approval may be denied for any private security detail that may, in their judgment, interfere with normal police operations or that may be detrimental to the interests, morale or image of the Borough or of the Police Department.

28. Officers Bill of Rights

A. When an anonymous complaint is made against a Police Officer and no corroborative evidence is obtained, the complaint will be closed as unfounded. All complaints against a police officer must be in writing and signed by the complainant.

B. When any citizen complaint is filed greater than ninety (90) calendar days after the date of alleged event complained of, which if true, could not lead to a criminal charge, such complaint shall be classified as unfounded and the accused employee shall not be required to submit a written report, unless deemed valid by the Mayor or Chief of Police upon cause shown as

shall it be interpreted, to expand or limit the Borough's obligations under the Pennsylvania Open Records Law or any similar statute, subpoena or court order.

G. Every two (2) years, after acceptable performance, any written or oral reprimands shall be permanently expunged from the Officer's personal file.

29. Past practices. Any other benefits and conditions presently enjoyed by the Police Department and not specifically set forth herein shall be retained and enjoyed by said Police Department.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day, month and year first above written.

[Signature page follow]

to why the complaint against the officer was filed after (90) calendar days.

C. A Police Officer, whether subject or witness, must be informed of the nature of the interrogation twenty-four (24) hours before any interrogation or interview, and the time and date for said interrogation or interview shall be provided in writing.

D. If the interrogated Police Officer writes a written statement, a transcript is taken, or a mechanical record made, a copy of it must be given to the interrogated Police Officer, without cost, upon request.

E. At the request of any Police Officer under interrogation, he/she shall have the right to be represented by legal counsel of his/her choice who shall be present at all times during the interrogation. The interrogation shall be suspended for a reasonable amount of time until representation can be obtained.

F. Unless agreed to by the Police Officer, the municipality shall not make any public comment on the reason for any disciplinary action brought against the Officer. However nothing in this contract is intended, nor

ATTEST:



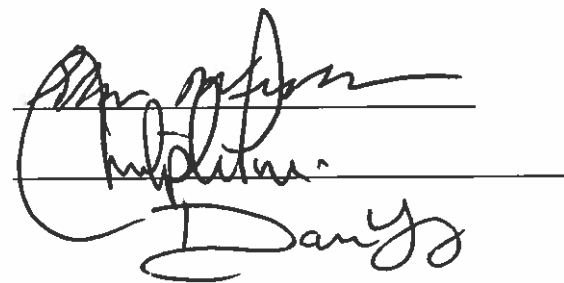
Ruth Pompey,
Borough Secretary

APPROVED:

BOROUGH OF McKEES ROCKS

By 
George Reil, *RIEL* *COR*
President of Council

McKEES ROCKS BOROUGH POLICE
DEPARTMENT BY ITS WAGE AND
POLICY COMMITTEE



MEMORANDUM OF UNDERSTANDING

The Borough of McKees Rocks and the Police Department of the Borough of McKees Rocks agree as follows:

1. The Borough will attempt to maintain the current practice of having three (3) officers per shift. The Borough and the Police Department agree that situations in which only a single officer is on duty in the Borough as the result of events, such as sick calls or an officer being called out of the borough on police matters for extended periods of time (other than during normal mutual aid situations) are undesirable and should be avoided. However, the number of officers on any shift shall remain a matter within the discretion of the Borough.
2. All requests for training by members of the Police Department shall be submitted to the Chief of Police. The Chief of Police will then submit the request, with any pertinent documentation, to Borough Council for its approval.
3. The Borough will respond in writing to any requests for new, replacement, or additional equipment that is submitted by the Police Department. Any such requests will be submitted through the Chief of Police.
4. The Chief of Police, with the approval of the Borough, may designate an officer who is responsible for seeking funding or grants that may be available to the Police Department. Any such requests shall be submitted for approval to Borough Council.
5. Within the limitations of its budget and good purchasing practice, the Borough Council will attempt to purchase or replace ballistic vests for police officers desiring to use such vests.


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6. The Borough will maintain the payroll practices in effect since January 2011.

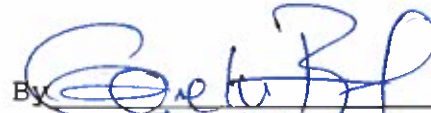
7. At the Borough's discretion officers may be assigned foot patrol during the Summer, Fall and Spring during the 7:00 a.m. to 3:00p.m and 3:00 p.m. to 11:00 p.m.

ATTEST:

BOROUGH OF McKEES ROCKS

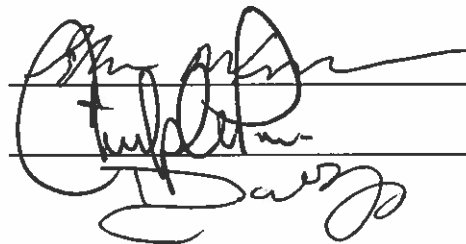


Ruth Pompey,
Borough Secretary


By _____
George Reil, RIEL Council
President of Council

APPROVED:

McKEES ROCKS BOROUGH POLICE
DEPARTMENT BY ITS WAGE AND
POLICY COMMITTEE



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