

BOROUGH OF SEWICKLEY HEIGHTS

POLICE DEPARTMENT

COLLECTIVE BARGAINING AGREEMENT

FOR THE PERIOD FROM

JANUARY 1, 2014

THROUGH

DECEMBER 31, 2023

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AGREEMENT

This Agreement, effective the 1st day of January 2014, is

BY AND BETWEEN

The BOROUGH OF SEWICKLEY HEIGHTS, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania and located in the County of Allegheny and Commonwealth of Pennsylvania (hereinafter referred to as "Borough");

AND

The WAGE AND POLICY COMMITTEE of the Police Force of the Borough of Sewickley Heights (hereinafter referred to as "Committee").

1. **Collective Bargaining** - By execution of this Agreement, the Committee certifies that it has been designated by fifty percent (50%) or more of the full-time officers of the Police Force of the Borough as the exclusive bargaining agency for the Police Force of the Borough with respect to the terms and conditions of their employment, including compensation, hours, working conditions, retirement, pensions and other benefits. Evidence of such designation will be produced by the Committee upon request of the Borough.

2. **Work Day, Week and Schedule** - A work day shall consist of twenty-four (24) consecutive hours beginning with the scheduled starting time of each member of the Police Force. A scheduled shift shall be eight (8) consecutive hours of work. The work week shall consist of Saturday through Friday, and a scheduled work week shall consist of five (5) scheduled shifts worked for a total of forty (40) hours per week. The first shift of the work day shall be from 12:01 a.m. to 8:00 a.m.

Shift Changes - A member of the Police Force required to work an extra shift or overtime will be notified in writing by the Chief of Police. Notification will be a copy of the schedule placed in the member's mail slot with the highlighted shift change. The member will initial, date, and return the schedule to the Chief of Police. All members are required to review the schedule each shift.

Part-time Officers - Part-time officers will be scheduled up to forty (40) hours per work week. It may be necessary to schedule part-time officers in excess of forty (40) hours per week, however, due to such situations as vacations, holidays and periods of filling in for call-offs by other officers.

3. **Base Salary, Hourly Rate, Overtime, Ranking Officer Pay** - All forms of compensation shall be taken within the calendar year.

Full-time Officers - Except for Section 7, base salary for all full-time officers is listed in the schedule below:

Year	Annual Salary	Hourly Rate
2014	\$78,491.06	\$37.74
2015	\$81,238.25	\$39.06
2016	\$84,081.59	\$40.42
2017	\$87,024.44	\$41.84
2018	\$90,070.30	\$43.30
2019	\$93,222.76	\$44.82
2020	\$96,485.55	\$46.39
2021	\$99,862.55	\$48.01
2022	\$103,357.74	\$49.69
2023	\$106,975.26	\$51.43

For purposes of computing overtime, regular work periods for tours of duty may be established by the Borough. These work periods shall consist of seven (7) consecutive days. Overtime shall be paid for all work performed in excess of forty (40) hours worked in any one (1) work week, excluding special police services. Compensatory time and holiday time shall be excluded from overtime, and will be compensated as straight time. To receive compensatory time off, a full-time officer shall have worked a minimum of eight (8) hours overtime in a work week. The full-time officer shall notify the Chief of Police, in writing, thirty (30) days prior to the shift requested to be taken off. There shall be no pyramiding of overtime. Overtime in excess of work period limits shall not be compensated more than once as overtime.

A full-time officer who works overtime may, if he first obtains the permission of the Chief of Police, take time off equal to time and one-half (1 ½) the overtime hours so worked, excluding court time and special police services.

A person serving in the rank of Officer-in-Charge (OIC) shall receive OIC pay for any time he is on duty and the Chief is not on duty and when acting in the Chief's capacity as per the Chief's authorization, and he will be paid at a flat hourly rate of \$1.68. In addition, Firearms and Taser Instructors shall receive the Officer-in-Charge rate of pay while instructing on the range only.

Part-time Officers - During the term of this Agreement, part-time officers will be paid at hourly rates to be determined by Borough Council, but such rates shall be in the range from fifty (50%) percent to an amount not to exceed seventy-five (75%) percent of the full-time officer's base hourly rate.

Overtime Pay - Overtime pay during the term of this Agreement shall be at time and one-half (1 ½) each member's straight time regular hourly rate.

4. **Holidays and Holiday Pay** - The following Holidays for full-time officers are recognized as such by the Borough and Committee:

New Years Day	Independence Day
Presidents Day	Labor Day
Good Friday	Veterans Day
Easter	Thanksgiving
Memorial Day	Christmas Day

Any member of the Police Force who is on sick leave will not receive pay and/or time off for the holiday. Each full-time officer of the Police Force must work his regularly-scheduled shift before and after the holiday to receive holiday pay and/or time off. There shall be no pyramiding of holiday pay and/or time off.

4-A. A full-time officer who does not work the holiday will receive, in addition to his salary for the month in which the recognized holiday falls, holiday pay equal to eight (8) hours times his straight time regular hourly rate as set forth in Section 3. This holiday pay shall be paid to those members eligible for this pay within a reasonable period of time after the holiday, as long as the Borough has written documentation.

4-B. A full-time officer who does not work the holiday, as an option to Section 4-A, will receive, in addition to his salary for the month in which the recognized holiday falls, time off equal to an eight (8) hour shift, provided that the full-time officer first obtains permission from the Chief of Police. The full-time officer shall notify the Chief of Police, in writing, thirty (30) days prior to the shift requested to be taken off. The 8-hour shift shall be taken off in the same calendar year, as long as the Borough has written documentation. All requests for holiday pay must be submitted prior to November 15 of the calendar year.

4-C. A full-time officer who works a minimum of an eight-hour shift on the holiday will receive, in addition to his salary for the month in which the recognized holiday falls, holiday pay equal to twelve (12) hours times his straight time regular hourly rate as set forth in Section 3. This holiday pay shall be paid to those members eligible for this pay within a reasonable period of time after the holiday, as long as the Borough has written documentation. All requests for holiday pay must be submitted prior to November 15 of the calendar year.

4-D. A full-time officer who works a minimum of an eight-hour shift on the holiday, as an option to Section 4-C, will receive, in addition to his salary for the month in which the recognized holiday falls, time off equal to an eight (8) hour shift and holiday pay equal to four (4) hours times his straight time regular hourly rate as set forth in Section 3, provided that the full-time officer first obtains permission from the Chief of Police. The full-time officer shall notify the Chief of Police, in writing, thirty (30) days prior to the shift requested to be taken off. The 8-hour shift shall be taken off in the same calendar year, as long as the Borough has written documentation. All requests for holiday pay must be submitted prior to November 15 of the calendar year.

4-E. A full-time officer who works a short shift on a holiday (i.e., two shifts on the same calendar day) will receive, for the second shift, in addition to his salary for the month in which the recognized holiday falls, holiday pay equal to four (4) hours times his straight time regular hourly rate as set forth in Section 3. Holiday pay shall be paid to those members eligible for this pay within a reasonable period of time after the holiday, as long as the Borough has written documentation.

4-F. Part-time Officers – Should part-time officers be scheduled to work on any of the following holidays, they will be paid a premium rate of pay to be determined by Borough Council, but at a rate not less than one and one-half (1 ½) times their regular hourly rate of pay for all hours worked on the holiday.

New Year's Day	Labor Day
Easter	Veteran's Day
Memorial Day	Thanksgiving
Independence Day	Christmas Day

5. **Personal Days** - Each full-time officer will receive two personal days off for the calendar year with pay equal to eight (8) hours times his straight time regularly rate as set forth in Section 3, provided that the full-time officer of the Police Force first obtains permission from the Chief of Police. No personal day can be accumulated for any subsequent year. Pay may be taken in lieu of this day off. All requests for personal day pay must be submitted prior to November 15 of the calendar year.

6. **Vacations** - Vacation Schedule for full-time officers during the term of this Agreement is:

<u>Length of Service</u>	<u>Days</u>
6 months of continuous service but less than 1 year	5
1 year of continuous service but less than 5 years	10
5 years of continuous service but less than 12 years	15
12 years of continuous service but less than 25 years	20
25 years of continuous service and over	25

The vacation year shall be the calendar year; and for vacation purposes, the years of continuous service of a full-time officer for any vacation year shall be those years of continuous service he has as of January 1 of such vacation year, except as provided below. The vacation period of each full-time officer of the Police Force will be as agreed to by the Borough and such officer.

Notwithstanding the foregoing, a full-time officer of the Police Force who completes twenty (20) years of continuous service will be entitled to a total of thirty (30) days of vacation in that vacation year, and a full-time officer who completes twenty-five (25) years of continuous service will be entitled to a total of thirty-five (35) days of vacation in that vacation year. The vacation schedule of each full-time officer of the Police Force shall run consecutively after scheduled days off.

7. **Longevity Pay** - A full-time officer, for the purpose of computation of longevity pay only, shall be deemed to have been hired on January 1 of the year of hire. To be eligible to receive longevity pay, each full-time officer must have at least five (5) years of service as of the 1st day of January of the payment year. Monthly longevity pay will be paid in one payment per year, on the first pay day in the month of July. After such payment and prior to the end of the year, if a full-time officer retires, resigns or terminates his employment, he shall reimburse the Borough for the pro-rated portion of that year for which he did not work.

Each full-time officer entitled to longevity pay shall be paid at the rate of Six Dollars (\$6.00) per month per year of service.

8. **Off-Duty, Court and Special Police Services**

8-A. A member of the Police Force who is not on duty, who is required to attend a Pre-trial Screening, Appeal Hearing or Trial in a Court of Record, will receive pay equal to a minimum of two (2) hours times his straight time regular hourly rate, as set forth in Section 3; or a minimum of two (2) hours at time and one half (1 ½) if the hours worked that work week exceed 40 hours.

8-B. A member of the Police Force who is not on duty, who is required to attend a hearing in a Minor Court (District Justice) and who does so in a timely fashion, will receive pay equal to a minimum of two (2) hours times his straight time regular hourly rate as set forth in Section 3; or a minimum of two (2) hours at time and one half (1 ½) if the hours worked that work week exceed 40 hours.

8-C. When a member of the Police Force who is off duty renders special police service for a person or entity not a party to this Agreement and the Borough consents to the rendering of such service, the member of the Police Force performing such service shall receive time and one half (1 ½) for all time worked. When the member works a detail on July 4th, Christmas Eve and New Year's Eve, the rate will be double time (2) for all time worked. These rates shall be in addition to his salary for the hours or parts thereof spent by him in rendering such service, with a minimum of three (3) hours pay; provided, however, that the responsibility and obligation for any such payments shall be borne by such person or entity, who or which shall be billed therefor by the Borough.

8-D. A member of the police force who is not on duty, who is required to report to work and does so in a timely fashion not set forth otherwise in Section 8, will receive pay equal to a minimum of three (3) hours his straight time regular hourly rate as set forth in Section 3; or a minimum of three (3) hours at time and one half (1 ½) if the hours worked that work week exceed forty (40) hours.

9. **Bereavement Leave** - For the term of this Agreement, a full-time officer shall be entitled to three (3) days leave with pay concurrent with a death in the immediate family. The immediate family shall include spouse, children or step-children, mother, father, sister, brother, mothers-in-law, fathers-in-law, grandchildren and grandparents.

A full-time officer shall be entitled to one (1) day with pay with the death of an aunt or uncle, sister-in-law or brother-in-law, on the day of the funeral, schedule permitting, per the Chief of Police.

This bereavement leave will be paid only on those days that a full-time officer has been scheduled for work and in no case shall extend beyond the day of the funeral.

10. **Sick Leave** - Sick days will be earned at the rate of twelve (12) days per year as of January 1st of each contract year. Sick days will be permitted to accrue up to a maximum of one hundred twenty (120) days. Sick days earned prior to January 1, 2014 will carry over. The Borough shall provide one hundred percent (100%) of base salary during use of accrued sick days for a full-time officer absent, due to a non-occupational illness or injury, up to a maximum of one hundred twenty (120) sick days in any contract year. Sick days not used in excess of one hundred twenty (120) at the end of any given contract year will be forfeited.

The Borough, during the term of this contract, will become self insured for short-term disability. The Borough will provide officers fifty (50%) percent of the full-time officer's base hourly rate for six (6) months for a non-occupational illness or injury. The officer must use all of his accrued sick days before the Borough will pay such officer's base hourly rate at fifty (50%) percent. While the officer is using his sick days, he will be paid at one hundred (100%) percent his base salary.

When a full-time officer is unable to work on any scheduled work day due to a non-occupational illness or injury, he will be deemed to have utilized one (1) sick day.

The Borough shall be excused from salary payments for sick leave if a full-time officer is receiving workers compensation or any other type of insurance payments, excluding private insurance paid by such officer.

It is very important that a full-time officer on sick leave provide prompt information, in writing, to the Chief of Police or Borough Manager, concerning his illness or injury, his disability status, and notification of his ability and/or intention to return to work.

A written doctor's excuse must be submitted to the Chief of Police or Borough Manager in person, by way of U. S. Mail, or by way of facsimile transmission, in the event that such sick leave will extend beyond three (3) scheduled working days. In the event that no doctor's excuse is received by the end of such three (3) scheduled working days, all wages of a full-time officer shall cease. The Borough retains the right to designate any doctor at the Borough's expense in order to seek an opinion by the same of any such officer's ability to return to work. The Borough and/or the designated doctor have the right to review any such officer periodically, as often as the Borough deems it necessary, on a case-by-case basis. Officers who have been on sick leave for fifteen (15) or more scheduled work days shall be required to have a doctor's approval to return to work.

The Borough shall provide a long-term disability policy. Compensation shall be at the rate set forth in the disability policy.

Procedure

A full-time officer must report his injury or illness at the time of occurrence or as soon after as possible in writing to the Chief of Police or Borough Manager. The Chief of Police or Borough Manager will contact any such officer and/or his health provider to determine the expected date of his return to work.

At times, the Borough has available modified light duty work of a general nature which may be suitable for a full-time officer with a non-occupational illness or injury who is unable to otherwise work because of such illness or injury. A full-time officer may be contacted to determine if he can return to work on a modified basis.

If appropriate, the Chief of Police or Borough Manager, in conjunction with the Borough's doctor, shall determine if modified light duty work which is available can be performed by any such officer. In this event, any such officer may be returned to work after evaluation by his doctor based on the modified light duty job description provided by the Chief of Police.

11. **Mileage and Parking Expenses** - A member of the Police Force shall receive the maximum fixed mileage allowance permitted under Section 274 of the Internal Revenue Code of 1986 when using his own automobile, pursuant to any authorization to do so by the Chief of Police, to attend a court of record proceeding, transport evidence to a crime lab and attend training classes. All parking expenses incurred by a member representing the Borough shall be reimbursed upon receipt, less any reimbursement received.

12. **Uniform Allowance** - All full-time officers will receive a yearly uniform allowance of One Thousand Dollars (\$1,000.00). No allowances will be permitted to carry over to the following year. All invoices for said uniform allowances shall be submitted ten (10) days prior to the last Borough Council meeting of the year.

Part-time Officers - Part-time officers will be provided a Two Hundred Fifty Dollar (\$250.00) uniform allowance upon their hire by the Borough. Such part-time officers will be eligible for the following annual uniform allowance payable in January of each successive year, based upon the following schedule:

<u>Hours Worked during Prior Calendar/Contract Year</u>	<u>Annual Uniform Allowance</u>
1040 hours or more	\$400.00
500 - 1040 hours	\$300.00
150 - 500 hours	\$200.00
Less than 150 hours	- 0 -

Note: If a part-time officer quits or is terminated prior to completing nine (9) months of service from the date of hire, said officer must reimburse the Borough for the uniform allowance expense.

12-A. **Body Armor** - All full time and part time officers are required to wear a protective, bullet-proof vest when on duty. The vest must be up to date and meet the same minimum standards as those vests supplied to the full-time officers.

13. **Professional Education** - The Borough recognizes that personal and professional development are necessary to ensure high standards. Prior to registering for a class, approval by the Mayor, Chief of Police and Borough Manager is required for any intended program of study at only an accredited college or university. Upon presentation of a Certificate of course completion with a passing grade of C or above, reimbursement will be provided for tuition only. The full-time officer will remain on the Police Force for two years after such payment. Otherwise, the tuition will be recaptured if these requirements are not met.

14. **Training** - The Borough will make available to all officers at least three (3) hours of training every other month. This can include in-house training seminars on various law enforcement subjects. This shall be in addition to CPR and first-aid training, annual firearms qualifications, mandatory in-service training, taser certification and firearms training. Prior approval of the Mayor, Chief of Police and Borough Manager is necessary. Any hours of training in any one (1) work week shall be deemed to be hours worked.

15. **Medical and Dental Insurance** - Full-time officers covered by this Agreement will be eligible for medical, hospital and prescription insurance through Highmark Healthy Savings PPO Blue \$1,500 Qualified High Deductible Health Plan (HDHP) in conjunction with a Health Savings Account (HSA) with a 1500/3000 dollar deductible, and dental insurance (high option) and vision care coverage.

The medical plan deductible will be placed into individual HSAs for each full-time officer and will be established by the Borough. On January 1 of every new calendar year, the Borough will deposit the applicable deductible, either \$1,500.00 individual or \$3,000.00 family, into each officer's account. Any unspent funds in an officer's account will roll over to the following calendar year. The Borough will contribute the entire appropriate deductible yearly. If an officer needs to switch to a family plan at any time throughout the year, the Borough will contribute the remaining part of the deductible.

The Borough and Committee agree to maintain this coverage for a minimum of the first five (5) years of this contract. After the initial five (5) years, the Borough or Committee has the right to renegotiate solely for health coverage or officer contributions toward health coverage.

If an agreement cannot be reached between both parties, said parties reserve the right to binding arbitration for health coverage only.

16. **Life Insurance** - Life Insurance will be Fifty Thousand (\$50,000.00) Dollars per full-time officer, with a double indemnity clause in the amount of One Hundred Thousand (\$100,000.00) Dollars in the event a full-time officer is killed and the death is declared an accidental death by the carrier.

17. **Notice of Retirement and Pension Computation** - Unless a full-time officer of the Police Force has a health problem certified to by his personal physician, a participant retiring under the Borough Police Pension Plan shall give the Borough ninety (90) days written notice of his intention to retire from the Police Force.

The computation of Final Monthly Compensation of a full-time officer of the Police Force who retires under the Borough Police Pension Plan will be based on his last thirty-six (36) months of employment immediately preceding retirement. There will be no Social Security offset.

The Survivor's Benefits will be 50% to only a husband, wife or minor child of a retiree. A member of the Wage & Policy Committee will be invited to attend each meeting of the Pension Committee as a non-voting participant.

All full-time officers will contribute five percent (5%) of their gross salary to the Borough Police Pension Plan.

18. **Bill of Rights** - When an anonymous complaint is made against a full-time officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded. Any citizen complaint received by the Sewickley Heights Police Department shall be in written form only.

A full-time officer, whether a subject or witness, must be informed of the nature of the interrogation at the outset of the interrogation. If the interrogated full-time officer provides a written statement, a transcript is taken, or mechanical record is made, a copy of the same must be given to the interrogated member, without cost, upon request.

If any full-time 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 of his rights prior to the commencement of the interrogation. A full-time officer called to a meeting for questioning which the member reasonably believes is for the purpose of determining whether he should be disciplined or discharged is entitled to have a representative of his choice who shall be present at all times. A representative must be available at a reasonable time of the hour set for questioning.

Unless agreed to by the full-time officer and the Borough, no party shall make any public comment on the reason for any disciplinary action brought against the full-time officer.

19. **Grievance Procedure and Definitions**

A. **Definitions**

Grievance - A written complaint on a standard form supplied by the Borough, by a member regarding the interpretation or application of the provisions of this Agreement. The member shall clearly state the Article(s) that has been misinterpreted or misapplied.

Member - The full-time officer making the claim and/or his designee.

Council - The Borough Council of the Borough of Sewickley Heights.

Chief - The Chief of Police of the Borough of Sewickley Heights and/or his designee.

Mayor - The Mayor of the Borough of Sewickley Heights and/or his designee.

B. Procedure

Initial filing - A grievance shall be filed with the Chief of Police, by the member within twenty-one (21) calendar days after the occurrence of the event giving rise to the grievance. The Chief of Police shall provide the Mayor and the member with a receipt and a copy of the grievance indicating the date the grievance was filed.

Action of the Chief - The Chief shall meet with the member in attempt to settle the matter within fourteen (14) calendar days after receipt of the grievance. The Chief shall submit a written decision on the grievance to the member and to the Mayor within fourteen (14) calendar days after meeting with the member.

Right of Appeal - In the event that the member is not satisfied with the decision of the Chief, he shall file an appeal with the Mayor within seven (7) calendar days of receipt of the decision of the Chief. The Mayor shall provide the member with a receipt indicating the date the appeal was filed.

Action of the Mayor - The Mayor shall meet with the member in an attempt to settle the matter within fourteen (14) calendar days of the receipt of the appeal. The Mayor shall submit a written decision on the appeal to the member within fourteen (14) calendar days after meeting with the member.

Right of Appeal - In the event that the member is not satisfied with the decision of the Mayor, he shall file an appeal with Council within seven (7) calendar days of receipt of the decision of the Mayor. Council shall provide the member with a receipt indicating the date the appeal was filed.

Action of Council - Council shall meet with the member in an attempt to settle the matter within sixty (60) calendar days of the filing of the appeal as stated in the previous item, "Right of Appeal". Council shall submit a written decision on the grievance to the member, to the Wage and Policy Committee, to the Mayor and to the Chief within forty-five (45) calendar days of the date the appeal was heard by Council.

C. Waiver of Time Limitations - The member and the appropriate Borough official(s) may, by mutual written consent, agree to extend the deadlines for review of a grievance.

D. Compliance with Orders - All members shall comply with any written orders even if they appear to be in conflict with the provisions of this Agreement. Compliance with orders shall not in any way prejudice a member's right to file a grievance.

E. Hearing - No grievance or complaint of any member will be heard at any regularly scheduled public meeting.

F. Right of Arbitration - In the even that the grievance has not been satisfactorily resolved by Council, the Wage and Policy Committee may initiate an appeal by serving upon the Mayor of the Borough, a notice in writing of its intent to proceed to arbitration within seven (7) days after being

notified of Council's decision. The arbitrator is to be selected by the parties jointly within twenty-one (21) days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the American Arbitration Association ("AAA") to submit a list of seven (7) arbitrators who are members of the National Academy of Arbitrators and whose principal residence is in Western Pennsylvania. One-half ($\frac{1}{2}$) of all costs charged by the AAA for such services shall be borne by the Wage and Police Committee and one-half ($\frac{1}{2}$) thereof shall be borne by the Borough. The parties shall meet within twenty-one (21) days of the receipt of such list for the purpose of selecting the arbitrator by alternatively striking one name from such list until only one name remains. The Wage and Policy Committee strikes the first name.

The Borough shall not be obligated to pay any member of the Committee or the aggrieved police officer for time spent in processing grievances, grievance meetings or arbitration hearings.

The arbitrator shall neither add to, subtract from, nor modify the provisions of this agreement. Except as hereinafter provided, the arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not submitted to him. The arbitrator must acknowledge and consider in reaching his or her decision the extremely limited real estate tax base of the Borough, which consists solely of single-family residential dwellings with ancillary undeveloped real estate, completely undeveloped real estate, municipally-owned structures, a country club, a church and a cemetery. The arbitrator must further consider and give appropriate weight in reaching his or her decision on the adverse economic impact of such decision on the financial condition of the Borough and its real estate taxpayers, on a comparison of the Borough with similarly sized, populated and configured municipalities with respect to Police earnings and benefits, and on the adverse operational impact of such decision on the operations and administration of the Police Department of the Borough, including but not limited to staffing levels and productivity changes. Inflation since the approval of the last collective bargaining agreement shall likewise be considered by the arbitrator as well as projected inflation for the term of such agreement. The decision of the arbitrator shall be final and binding on both parties and not subject to review unless the arbitrator exceeds the scope of his or her lawful authority. The arbitrator shall be requested to issue the decision within thirty (30) days after the hearing or the filing of Briefs, if applicable.

The Borough shall pay one-half ($\frac{1}{2}$) of the fees and expenses of the arbitrator, and the Wage and Policy Committee shall pay one-half ($\frac{1}{2}$) of the fees and expenses of the arbitrator. Each party shall bear the cost of preparing and presenting its own case.

20. Probationary Period and Newly Hired Members - All full-time officers who have less than four (4) years of service, will have a base pay according to the following schedule:

- The first twelve (12) months, the full-time officer of the Police Force shall receive seventy-five percent (75%) of the straight time regular hourly rate at the time as stated in Section 3;
- The second twelve (12) months, the full-time officer of the Police Force shall receive eighty percent (80%) of the straight time regular hourly rate at the time as stated in Section 3;
- The next twelve (12) months, the full-time officer of the Police Force shall receive eighty-five

- percent (85%) of the straight time regular hourly rate at the time as stated in Section 3; and
- The next twelve (12) months, the full-time officer of the Police Force shall receive ninety percent (90%) of the straight time regular hourly rate at the time as stated in Section 3.

After this four-year period, the full-time officer shall receive One Hundred percent (100%) of the straight time regular hourly rate at the time as stated in Section 3.

Probationary Period - The probationary period for full-time police officers shall be six (6) months of employment. Should the Borough determine that the performance by a probationary employee is not satisfactory during such period, the Borough reserves the right to terminate such probationary officer. Such officers shall not have the right to challenge their termination under the grievance procedure a set forth in Section 19 of this Agreement. If the new full-time employee was formerly a part-time employee under this Agreement and had successfully completed his probationary period as a part-time employee, no new probationary period will be required.

Part-time Officers - The probationary period for part-time officers will be 2,080 hours employment. Since part-time officers do not have access to the grievance procedure as set forth in Section 19, no grievance can be filed over any separations of employment that involve part-time officers either during or after their probationary period.

21. Dispatchers - The Borough will hire and maintain an emergency dispatching force for at least the next five years.

22. Management Rights - All of the rights, powers, authorities or other functions of management of the Police Force that the Borough, or its Mayor, had prior to the signing of this Agreement are retained by the Borough, or its Mayor, as the case may be, including but not limited to (subject to the laws of the Commonwealth of Pennsylvania applicable thereto) the right to maintain order, discipline and efficiency in the operation of the Police Force and to direct its members in regard thereto; to hire, suspend, discharge, lay off, assign, promote and determine the qualifications of the members thereof, to determine the starting and quitting time of the members of the Police Force and the number of hours and the particular hours to be worked thereby, the size of the Police Force and the performance standards for each member thereof, reasonable rules and regulations applicable thereto, and to otherwise generally manage the Police Force; provided the exercise of any such rights, powers, authorities or other functions of management shall not violate the clear and explicit terms or provisions of this Agreement. All other rights of management are also expressly reserved, even though not enumerated above, unless they violate the clear and explicit terms and provisions of this Agreement.

23. Changes in Agreement - Neither the Committee nor any member of the Police Force will make any demand or request to modify or amend the terms and provisions of this Agreement or any other terms and conditions of employment, during the duration of this Agreement.

24. No Work Stoppage - Neither the Committee nor any member of the Police Force will participate in, aid or instigate, directly or indirectly, any strike, work stoppage or other interruption of work, during the duration of the Agreement.

25. **Severability** - This Agreement shall remain in force and effect until midnight December 31, 2023 and from year to year thereafter unless either party gives the other written notice of a desire to modify, amend, or terminate the same at least six (6) months prior to the expiration date of this Agreement or unless the procedure described in the provisions of Sections 26 through 28 hereof becomes applicable.

26. **Consumer Price Index Definitions** - For purposes of this Agreement:

A. The words "Consumer Price Index" refer to the "Consumer Price Index for the Pittsburgh Area (1982-84 = 100) published by the Bureau of Labor Statistics, U. S. Department of Labor.

B. The words "Consumer Price Index Base" for this Agreement refer to the Consumer Price Index for October 2021, which Consumer Price Index will customarily be published by the Bureau of Labor Statistics in mid-November 2021.

C. The words "change in the Consumer Price Index" are defined as the differences between (i) the Consumer Price Index Base and (ii) the Consumer Price Index for the month of September 2022, which Consumer Price Index will customarily be published by the Bureau of Labor Statistics in mid-October 2022.

27. **Consumer Price Index Change** - If the change in the Consumer Price Index in 2022 (October 2021 - September 2022) is a five percent (5%) or more change in the Consumer Price Index, the Committee may reopen this Agreement solely with respect to salaries pursuant to Section 28 hereof for the calendar year 2023.

28. **Negotiating Salary Changes** - This Agreement may be reopened pursuant to Section 27 hereof solely for the purposes of negotiating changes in salaries provided herein by the Committee giving the Borough written notice thereof prior to November 30, 2022.

29. **Part-time Officers** - Part-time officers are not entitled to any benefits under this Agreement except as specifically listed above or as mandated by law. Accordingly, part-time officers are not entitled to benefits under any of the following Sections in this Agreement: Section 3, Overtime and Ranking Officer Pay; Section 5, Personal Days; Section 6, Vacations; Section 7, Longevity Pay; Section 9, Bereavement Leave; Section 10, Sick Leave; Section 13, Professional Education; Section 15, Medical and Dental Insurance; Section 16, Life Insurance; Section 17, Notice of Retirement and Pension Computation; Section 18, Bill of Rights; and Section 19, Grievance Procedure and Definitions.

30. **Reduction of the Police Force** - If a reduction of the Police Force is necessary, the Borough must lay off by lowest seniority. Seniority will be based on a full-time officer's hire date. Full-time officers will have seniority over any part-time officer.

31. **Police Professional Liability Insurance** - The Borough will provide a Police Professional Liability Insurance policy in accordance with the terms of the insurance carrier's policy.

32. **457 Retirement Plan** - The Borough will agree for the term of this contract to make eligible

to all full-time officers a 457 retirement plan. The Borough will not be required to contribute or match any percentage such officer decides to contribute, and officers will not be required to participate in this retirement plan. The Borough will agree to assume the cost to implement and maintain the 457 retirement plan.

33. **Forced Shift** - When a Full-time Officer is forced to work the next shift due to a call-off, or is forced to come out and fill a vacant shift, that Full-time Officer will be paid at a rate of double time his hourly rate as set forth in Section 3.

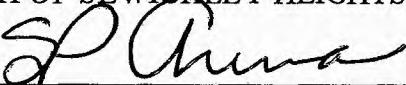
A Forced Shift will be defined as a shift after which the on-duty Full-time Officer is unable to leave at the end of his scheduled work shift because no Part-time or Full-time Officer is available to fill that shift. A Forced Shift is also defined as a shift when a Full-time Officer is mandated to fill an open shift to prevent the on-duty officer from working in excess of sixteen consecutive hours.

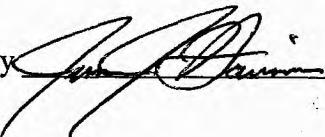
If a Member of the Police Force works an additional shift voluntarily, regular salary rates will apply as set forth in Section 3.

34. **Act 120 Certification** - All members of the Sewickley Heights Borough Police Department are required to have Pennsylvania Act 120 Certification and must maintain said certification throughout the term of employment. Failure to maintain certification will result in termination of employment.

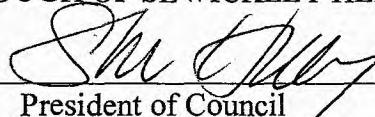
Signed this 11TH day of SEPTEMBER, 2013, by the duly authorized representatives of the parties hereto, intending to be legally bound hereby.

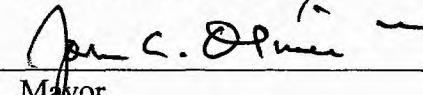
WAGE AND POLICY COMMITTEE
POLICE FORCE
BOROUGH OF SEWICKLEY HEIGHTS

By 

By 

BOROUGH OF SEWICKLEY HEIGHTS

By 
President of Council

By 
Mayor

ATTEST:


Secretary