

AGREEMENT

BETWEEN THE

MUNICIPALITY OF BETHEL PARK

AND THE

POLICE OFFICERS OF THE

MUNICIPALITY OF BETHEL PARK

JANUARY 1, 2021 - DECEMBER 31, 2025

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AGREEMENT

THIS AGREEMENT, dated 7/13/20, 2020, is between the MUNICIPALITY OF BETHEL PARK (hereinafter the "Municipality") and the POLICE OFFICERS OF THE MUNICIPALITY OF BETHEL PARK (hereinafter the "Police"). The wage provisions of this Agreement shall become effective on January 1, 2021, unless otherwise expressly provided and set forth herein are the terms and conditions of their employment, including compensation, hours, working conditions, retirement, pensions, grievances and other benefits for the duration of this Agreement.

The term "employee" as used in this Agreement applies to all individuals occupying jobs as full-time Civil Service Police Officers excluding the Chief of Police and lieutenants but including patrolmen and sergeants.

The parties hereto, intending to be legally bound hereby, covenant and agree as follows:

SECTION 1. RATES OF PAY

A. Yearly base salaries for all bargaining unit employees shall be in accordance with the following scales:

Percentage of top Patrolman's Salary based on length of service:

New Hires	65%	Third Anniversary	80%
First Anniversary	70%	Fourth Anniversary	90%
Second Anniversary	75%	Fifth Anniversary	100%

	2021	2022	2023	2024	2025
Patrolman:					
New Hires	\$ 33.21	\$ 34.12	\$ 35.06	\$ 36.02	\$ 37.02
Hourly					
Annual	\$ 69,076.80	\$ 70,969.60	\$ 72,924.80	\$ 74,921.60	\$ 77,001.60
First					
Hourly	\$ 35.76	\$ 36.74	\$ 37.75	\$ 38.79	\$ 39.86
Annual	\$ 74,380.80	\$ 76,419.20	\$ 78,520.00	\$ 80,683.20	\$ 82,908.80
Second					
Hourly	\$ 38.33	\$ 39.38	\$ 40.46	\$ 41.58	\$ 42.72
Annual	\$ 79,726.40	\$ 81,910.40	\$ 84,156.80	\$ 86,486.40	\$ 88,857.60
Third					
Hourly	\$ 40.89	\$ 42.02	\$ 43.17	\$ 44.36	\$ 45.58
Annual	\$ 85,051.20	\$ 87,401.60	\$ 89,793.60	\$ 92,268.80	\$ 94,806.40
Fourth					
Hourly	\$ 45.99	\$ 47.26	\$ 48.56	\$ 49.89	\$ 51.26
Annual	\$ 95,659.20	\$ 98,300.80	\$ 101,004.80	\$ 103,771.20	\$ 106,620.80
Fifth					
Hourly	\$ 51.10	\$ 52.50	\$ 53.95	\$ 55.43	\$ 56.95
Annual	\$ 106,288.00	\$ 109,200.00	\$ 112,216.00	\$ 115,294.40	\$ 118,456.00
Sergeant:					
Hourly	\$ 56.20	\$ 57.75	\$ 59.34	\$ 60.97	\$ 62.65
Annual	\$ 116,896.00	\$ 120,120.00	\$ 123,427.20	\$ 126,817.60	\$ 130,312.00

- B. The effective dates for the salaries set forth herein shall be the first day of January of each year provided in the schedule above. To the extent that this Agreement is entered into during the term hereof, salaries for the year beginning January 1, 2021 shall be retroactive.
- C. The Sergeants' pay shall apply to any patrolman assigned to a Staff Officer's duty and responsibility for a tour of eight (8) hours duty. Assignment shall be deemed necessary due to the absence of regularly Staff Officers. The Sergeant rate of pay shall be 10% over that of the top base salary for Patrolmen.
- D. The standard hourly wage rate shall be calculated by dividing the yearly base salary set forth above by 2,080 hours, and shall be reported on the employees' paycheck as in the past.
- E. When an employee during off duty hours is required by the Municipality or by a subpoena to appear as a witness, he shall receive for each such day of service a minimum payment at one and one-half (1-1/2) times the standard hourly wage rate of four (4) hours for appearing in court or minimum payment at one and one-half (1-1/2) times the standard hourly wage rate for two (2) hours for appearing at the Magistrate's Office. In the event the time spent exceeds the four (4) hour or two (2) hour minimums respectively, the officer shall receive one and one-half (1-1/2) times the standard hourly rate for all additional time spent.
- F. Time spent shall include travel time to and from all court appearances outside of Allegheny County. An employee shall receive reimbursement for all parking expenses incurred during all court appearances after submitting parking receipts.

SECTION 2. LONGEVITY

All employees hired prior to January 1, 2016 shall receive longevity after four (4) years of police service. Longevity shall be received with the first pay of December of each year and is calculated as a percentage of the employees' yearly base salary according to the following schedule:

4 years service	1.0%	15 years service	3.75%
5 years service	1.25%	16 years service	4.0%
6 years service	1.5%	17 years service	4.25%
7 years service	1.75%	18 years service	4.5%
8 years service	2.0%	19 years service	4.75%
9 years service	2.25%	20 years service	5.0%
10 years service	2.5%	21 years service	5.25%
11 years service	2.75%	22 years service	5.5%
12 years service	3.0%	23 years service	5.75%
13 years service	3.25%	24 years service	6.0%
14 years service	3.5%	25 years service	6.25%

SECTION 3. WORK SCHEDULES

- A. **Work Week:** The normal scheduled working hours shall be forty (40) hours per week. Except under unusual circumstances, the normal workday shall consist of 8 consecutive hours. The workweek shall start Saturday midnight and shall end the following Saturday midnight.
- B. **Steady Work Shifts:** Patrol officers assigned to patrol duty and patrol sergeants who supervise patrol shifts shall work steady shifts and shall have steady pass days and will not rotate among shifts and pass days.

- C. **Bidding of Work Shifts:** Bidding Unit: Patrol officers assigned to patrol duty and patrol sergeants who supervise patrol shifts shall bid on their shift and pass days according to seniority on an annual basis. The Chief of Police shall post the anticipated number of slots on each shift, including pass days, on or before October 31 of each calendar year and the patrol officers and patrol sergeants who supervise patrol shifts, collectively, shall have at least three (3) weeks to complete the bidding process. The bids then shall take effect the first pay period of January the following calendar year. The shift and pass days bid shall not change or rotate for the entire calendar year.

Non Bidding Unit: Shift and pass day bidding shall not apply to officers with non-patrol duty assignments which include detectives, community resource officers, school resource officers, task force members, K-9 officers or traffic duty officers. Nor will shift and pass day bidding apply to sergeants who supervise officers with such non-patrol duties. All of the aforementioned positions in the non-bidding unit, including sergeants who supervise officers in the non-bidding unit, will be assigned by the chief of Police.

Support Shift Officers shall bid on their shift and pass days according to seniority on an annual basis, but can be moved to different shifts to cover manpower shortages. Support Shift officer's pass days shall not change and will remain the same for the calendar year.

D. **Mandatory Change of Work Shift and Pass Days**

A mandatory change in shift and passdays may only occur for the following reasons:

1. In the event of an emergency which is defined for the purpose of this agreement as an unanticipated event that requires immediate police action.
2. A good faith reason related to the efficient operation of the police department. These good faith reasons include the need to investigate employee conduct, monitor work performance, or inefficient staffing caused by the extended absence of officers or patrol sergeants due to injury, illness or personal reasons.

This section shall not apply to officers attending periodic training in which his or her shift

and pass days would need to be changed to allow attendance during a particular training course or exercise.

E. Selection Procedure for a Mandatory Change of Work Shift and Pass Days

The police administration shall use the following procedure for selecting patrol officers and sergeants who supervise patrol shifts for a mandatory change of shift and pass days:

1. The administration shall first solicit for volunteers to change shift and pass days. Voluntary schedule changes where all parties (Officer, Administration, Bethel Park Police Association) are in agreement are always acceptable.
2. If no volunteers are identified the administration shall then choose patrol officers and patrol sergeants who supervise patrol shifts based on reverse seniority which shall mean the least senior officer's or patrol sergeant's shift and pass days shall be changed first; subsequent changes shall then be made according to the department's seniority list.

There is no requirement to re-conduct bidding past January 1 to accommodate a transfer of an officer from a non-bidding unit to a bidding unit. Those officers shall either fill in open pass days and shifts or duplicate pass days and shifts. This section shall not restrict the administration from conducting additional bids, based on seniority, throughout the year due to promotions, retirements, or officers being removed from probationary status, if both the Administration and Bethel Park Police association agree to re-bid.

SECTION 4. SHIFT DIFFERENTIAL

All officers working the afternoon and evening shifts shall receive a shift differential of two percent (2%) of their respective hourly rates.

SECTION 5. OVERTIME

- A. This shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week.
- B. (1) The payroll week shall consist of seven (7) consecutive days beginning at 12:01 A.M. on Sundays.

(2) The workweek for the purpose of this section is the payroll week beginning with the time the employee begins work.

(3) The standard hourly wage rate is the rate defined in Section 1(D) which the employees would have received for the work assigned had it been performed during non-overtime hours.
- C. Overtime at the rate of one and one-half (1-1/2) times the standard hourly wage rate shall be paid for:
 - 1. Hours worked in excess of forty (40) hours in a work week by officers covered by this Agreement;
 - 2. A minimum of three (3) hours or the actual hours worked, whichever is greater, when an employee is off duty and is called out to work extra duty.
- D. Overtime compensation may be waived at the option of the employer and the employee and replaced with compensatory time at the rate of one and one-half (1-1/2) hours for each hour of overtime. An individual employee may accumulate no more than 480 hours of compensatory time.

SECTION 6. HOLIDAYS

- A. For the purpose of this Agreement, the following ten (10) holidays shall be observed:

Employee's Birthday	Independence Day
New Year's Day	Labor Day Veterans'
Presidents' Day	Day Thanksgiving
Good Friday	Day Christmas Day
Memorial Day	

Or days observed as such by the Municipality.

- B. One additional day of annual leave shall be granted to each employee for each holiday.
- C. 1. In the event an employee works on a holiday or day observed as such and said employee had not been previously scheduled to work on said day, the employee shall be paid two and one-half (2-1/2) times his/her standard hourly wage rate for all hours worked.
2. All hours worked on a holiday or day observed as such shall be paid at time and one-half (1-1/2) the employee's standard hourly rate.
- D. An employee who is required to work beyond the regular eight (8) hour schedule on a holiday or day observed as such shall be paid at two and one-half (2-1/2) times his/her standard hourly wage rate for all time in excess of the eight (8) hour day.
- E. Each employee shall receive two (2) personal days during each year of the Agreement. Except in cases of emergency, this day may be used with forty-eight hours prior notice with the approval of the Chief or his designee, subject to scheduling commitments. The Employer may require

objective evidence of the emergency. There shall be no carry over from year to year.

SECTION 7. ANNUAL LEAVE

- A. Any otherwise eligible employee who has attained the years of continuous service indicated in the following table in any calendar year during this Agreement shall receive annual leave corresponding to such year of service as shown in the following table:

<u>Years of Service</u>	<u>Weeks* of Leave</u>
After 1 but less than 5	2
After 5 but less than 10	3
After 10 but less than 15	4
After 15	5

*One (1) week of annual leave equals 40 hours.

- B. The Police Chief shall work with the employees to determine the time of year at which such annual leave shall be taken so that efficient operating schedules can be maintained. In all cases, seniority shall be the determining factor. Seniority for sergeants promoted after 1/1/93 shall be based on the time served as a sergeant. No employee shall be permitted to waive annual leave for the purpose of receiving double time pay.
- C. An annual leave shall not be granted any full-time employee unless such employee shall have completed at least twelve (12) months' employment for the Municipality of Bethel Park.
- D. Time lost by any employee by reason of leave without pay or time otherwise not worked shall not be counted in computing earned sick leave or annual leave.

- E. After the first and second rounds of picking vacation, officers may change their vacation in order to pick a previously unselected time. In making said picks, seniority shall prevail.

SECTION 8. SICK LEAVE

- A. Sick leave with full pay shall be granted at the rate of 1.083 working days for each calendar month of full-time service or major fraction thereof up to a maximum of thirteen (13) days per year. Sick leave may be granted only for personal illness or legal quarantine.
- B. Effective January 1, 2009, sick leave may be accumulated to a total of one hundred twenty (120) days. No more than one hundred twenty (120) days may be carried over from one (1) calendar year to the next.
- C. Buy back provision. Effective January 1, 2009, all sick days accumulated in excess of one hundred twenty (120) days by employees covered by the Agreement will be reimbursed to such employees at the rate of four (4) hours straight time hourly rate for each accumulated sick day in excess of one hundred twenty (120) days. This reimbursement shall occur during the first pay in December of each year and shall include all sick days accrued up to December 1 of that year.
- D. All employees who report off sick must give notice of the fact that they do not intend to report to work on their scheduled tour of duty at least one hour in advance of the designated starting hour. Employees using earned sick leave shall be considered to be using sick leave against the accumulated leave.

- E. All employees shall be required to file competent written evidence (doctor's certificate) after three (3) days leave that the absence was for an authorized reason. If said employee is incapacitated for the period of absence or major part thereof, he shall be required to provide evidence (doctor's certificate) that he is again physically able to perform the duties. Claiming sick leave or emergency leave benefits, except as permitted, may be cause for disciplinary action including suspension, demotion or dismissal.
- F. The Municipality may obtain a second medical opinion for an employee who has "recovered" from a life threatening and/or debilitating major illness or surgery before said employee returns to work. The second opinion shall be obtained by a physician selected by the Municipality and shall be paid for by the Municipality. In the event of differing opinions, the parties will select a third physician to conduct an examination and shall share the costs of this third examination. In the event either party is still dissatisfied, the dispute may be submitted directly to arbitration under the provisions of Section 23 herein.
- G. In addition to all other sick leave benefits provided in this contract, where sickness in the immediate family requires the member's absence from work, members may use a reasonable amount of sick leave not to exceed the amount of annual sick leave entitlement earned for the year in which it is to be used.

SECTION 9. HOSPITALIZATION

- A. The Hospitalization coverage in effect on December 31, 2020 shall continue to be provided throughout the terms of the new Agreement. Each member of the bargaining unit shall pay two percent (2%) of the cost of medical coverage insurance. United Concordia High Option Family Dental Plan or its equivalent and an optical program equivalent to the program for employees covered by the 1983 Agreement with Teamsters Local 205 shall be provided.
- B. Provided, however, that the Municipality may, in order to reduce costs or cost increases, change plans and/or carriers to "substantially comparable" coverage. "Substantially comparable" coverage in this Agreement does not mean equal or equivalent. The Police, however, retain the right to grieve the Municipality's determination that a plan and/or carrier are "substantially comparable". When the Municipality decides to change the plan or carrier, it will provide the Police with details (Summary of Benefits) of the current plan and the new "substantially comparable" plan. If the Police do not agree that the plan or carrier selected by the Municipality is "substantially comparable", they will so state, in writing, to the Municipality within ten (10) calendar days of receiving the plan and/or the provider and plan being presented to the Police by the Municipality or such longer period as mutually agreed to by the parties in writing, identifying the reasons. In that event, the Municipality may not unilaterally implement the proposed new plan and/or carrier provided; however, it may immediately process the dispute before a neutral arbitrator selected pursuant to the arbitration step of the grievance procedure. The decision of the arbitrator on this "substantially comparable" issue shall be

issued within forty-five (45) calendar days of the Police Department's written notice contesting that the plan selected by the Municipality is "substantially comparable" and shall be final and binding and will determine if the Municipality is authorized to implement the new plan or provider.

- C. All benefits shall be coordinated and not duplicated. (This means that in addition to non-duplication of benefits under this Agreement, an employee's Highmark PPOBlue and benefits shall be coordinated with similar coverage provided by other employers to employee spouses, to the end that a covered occurrence shall be indemnified only once to the extent hereunder, with primary coverage afforded to the head-of-household's carrier.)
- D. Head of household employee is defined as an employee with the highest earnings in his or her household.
- E. The Municipality shall provide for the reimbursement of 100% of the in- network Deductible expenses incurred annually by Active Duty, enrolled participants. The deductible reimbursement shall be administered by a third party.
- F. Retirees eligible for medical coverage shall have the same group plan as offered to active police employees.

SECTION 10. DISABILITY INCOME PROTECTION

- A. Effective on the 31st day after the occurrence of an accidental bodily injury or sickness which occurs off duty and is not service connected and results in such employee being completely prevented from performing the duties of his occupation, each such employee will be eligible for the maximum group

disability income benefits of sixty percent (60%) of the respective employee's monthly base salary for a maximum period of fifty-two weeks while he/she remains totally and continuously disabled.

- B. Effective on the 365th day after the occurrence of an accidental bodily injury or sickness which occurs off duty and is not service connected and results in the inability of an employee to engage in any substantially gainful occupation for which he is qualified or may reasonably become qualified, each such employee will be eligible for the maximum group liability income benefits of sixty percent (60%) of the respective employee's monthly salary until he reaches the age of sixty-five (65), while he remains totally and permanently disabled.
- C. All benefits shall be coordinated and not duplicated. All payments by the Municipality to the employee shall cease when disability payments begin.
- D. Disability income benefits shall be provided in accordance with Section 20 of this agreement.
- E. Pension contributions shall be deducted from both short-term and long-term disability benefits.

SECTION 11. FALSE ARREST

THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) False Arrest

Coverage shall be provided by the Municipality.

SECTION 12. BEREAVEMENT

When death occurs in an employee's immediate family (i.e., employee's legal spouse, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, daughter-in-law, son, daughter, son-in-law, sister-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law), such employee, upon request and advance approval of the Police Chief and/or Council or Council's Designee, shall be assured of up to three (3) consecutive days off, one of which must include the day of the funeral which the employee must attend. One day shall be granted for the attendance of the funeral of an aunt or uncle. In addition thereto, the Police Chief may authorize two (2) additional consecutive days of leave with pay at his discretion. If any such day includes a day in which the employee would otherwise have been scheduled to work, he shall be paid his standard hourly wage rate times the number of hours he would normally be scheduled up to a maximum of eight (8) hours. An employee will not receive funeral leave pay when it duplicates pay received for time not worked for any other reason. Time thus paid will not be counted as hours worked for purposes of determining overtime or premium pay liability.

SECTION 13. EDUCATIONAL BENEFITS

The Municipality shall provide tuition reimbursement for any undergraduate or graduate degree from any accredited College or University upon the following conditions:

- A. All courses must be reasonably work-related.
- B. All courses must be approved in advance by the Chief of Police who may exercise his discretion to determine the job relatedness of any course.

- C. The Municipality shall reimburse the Officer for up to fifty percent (50%) of the cost of each credit for approved courses based upon current tuition credit costs at State Universities.
- D. Officers shall be required to receive a grade of C or higher for any undergraduate course, or a grade of B or higher for any graduate course in order to obtain reimbursement.
- E. The Municipality's reimbursement shall not include reimbursement for fees, books or incidental expenses.

SECTION 14. CLOTHING ALLOWANCE

An allowance shall be made for clothing provided to the employee as follows:

- A. Upon hiring of an employee, the Municipality shall provide said employee with various departmentally owned equipment which may include but is not limited to:

- 1. 1 - Service weapon
- 2. 1 - Tactical flashlight for service weapon
- 3. 1 - Gas mask
- 4. 1 - Ballistic helmet
- 5. 2 - Metal badges (breast/cap)
- 6. 1 - Expandable baton w/holder
- 7. 1 - OC spray canister w/holder
- 8. 1 - Portable radio w/holder

In the event any employee terminates their employment with the police department or is dismissed, all departmentally owned equipment, which has been provided to the employee, shall be returned to the Municipality prior to the issuance of the employee/retiree final pay check.

B. All other items enumerated in Section 14(B) of this agreement shall be purchased by the employee and the employee shall be reimbursed upon completion of their probationary period. The make, model or brand of any item listed below, if not prescribed, shall be the make, model or brand mandated and/or approved by the policies and procedures of the Bethel Park Police Department at the time of employment.

1. 1 - Departmentally assigned hat w/patch
2. 1 - Departmentally assigned hat w/patch
3. 5 - Uniform shirts w/patches (any combination of short or long sleeves)
4. 3 - Uniform pants
5. 1 - Jacket (winter or light weight)
6. 1 - Rain jacket
7. 1 - External ballistic vest carrier
8. 3 - External ballistic vest carrier pouches
9. 1 - Set of handcuffs
10. 1 - Handcuff case
11. 1 - Duty belt
12. 1 - Trouser belt
13. 1 - Magazine holder
14. 1 - Duty holster

C. Bargaining unit members shall utilize a voucher system for uniform and equipment items up to a maximum of \$500.00 per year. The voucher system allows each officer to be reimbursed after submitting receipts for the uniform and/or equipment expenditures. In addition to this amount, each officer shall receive a cash allowance of \$350.00 per year to be spent on uniform cleaning and maintenance. All officers shall receive their cleaning and maintenance allowance on or before February 1 of every contract year.

D. The cost of body armor that is not covered by grants shall be split between the Municipality and the employee. Body armor shall be replaced in accordance with the manufacturer's recommendations. Unused allowance

will accumulate to subsequent years to cover the employee's share of the new vest or other items. Officers shall be given the option of utilizing either an external or internal ballistic vest carrier for their body armor. The selection of an appropriate external vest carrier shall be made by the advisory committee provided under Section 14(G) of this agreement.

- E. In the event that a majority of the Bargaining Unit members request a change in any equipment or uniform or the addition of any new item of equipment or uniform, subject to the approval of the Municipality, the entire Bargaining Unit shall be required to use the new item, which will be obtained through the allowance system.
- F. In the event the Municipality requests uniform/equipment changes, it shall pay the full costs of the changes with no impact on the police uniform allowance.
- G. An advisory committee shall be formed consisting of two police officers and two representatives of the Municipality concerning uniforms and equipment utilized by officers.
- H. At the discretion of the Chief of Police, the Municipality will pay for cleaning of police uniforms soiled in the line of duty due to unusual or unexpected incidents. Other cleaning shall be borne by the individual officers.
- I. The Municipality shall pay for a one-time purchase of a complete Police Class A uniform (listed below) for all new police officers upon successful completion of their probation, and a one-time purchase of all Police Class A uniform items necessary for a complete Class A uniform for all current police officers. The make, brand or model of any item listed below, if not prescribed, shall be the make, brand or model mandated and/or approved

by the policies and procedures of the Bethel Park Police Department at the time of employment.

1. 1 - Class A dress blazer
2. 1 - Class A uniform trouser
3. 1 - Class A uniform shirt (long sleeve)
4. 1 - Class A saucer hat
5. 1 - Hat badge
6. 1 - Tie
7. 1 - Metal name plate
8. 2 - PA collar pins

SECTION 15. JURY DUTY OR ACTIVE SERVICE FOR TWO WEEKS IN

ARMED FORCES

Any employee who has been called to jury duty or called to serve for two (2) weeks in the active service of various branches of the United States Armed Forces shall be compensated in the amount which will be necessary to equal the difference between the employee's regular pay and the compensation received for jury duty or Armed Force pay.

SECTION 16. LEAVE OF ABSENCE - OFFICIAL MEETING

Where the good of the service is involved, a leave of absence granted to any employee to attend a recognize official meeting shall be considered as time on duty, except that no such leave shall be granted unless a written request, therefore, has been made to Council or Council's designee and approved by Municipal Council.

SECTION 17. ACTIVE DUTY -ANY BRANCH ARMED SERVICE

Any employee called into the active service of any branch of the Armed Forces of the United States shall be granted leave of absence for the period of such service without loss of status, provided that the employee applies for reinstatement within ninety

(90) days after honorable discharge. The application or reinstatement shall be addressed to Council or Council's designee and approved by Municipal Council.

SECTION 18. LEAVE OF ABSENCE (PERSONAL)

Any employee may be granted a leave of absence without pay for a period not to exceed sixty (60) days in any one (1) calendar year for sickness, disability, or other good and sufficient reasons, which are considered in the best interests of the Municipality. Leave without pay shall require advance approval of Council.

SECTION 19. RESIGNATION

Any employee wishing to leave the service of the Municipality in good standing shall file with Council or Council's designee, at least fourteen (14) days before leaving, a written resignation stating the effective date of resignation and the reason for leaving.

Failure to comply with the provisions of this Section may be considered cause for denying such employee future employment and for denying him such benefits as have been made available. Unauthorized absence from work for a period of three (3) working days may be considered as a resignation without benefits.

SECTION 20. INSURANCE CONTRACTS

- A. The Municipal Manager shall have power to negotiate any or all contracts for insurance and to prescribe, amend, and enforce rules and regulations for carrying into effect the provisions of this Agreement and shall be governed thereby. Before any such rules and regulations are in force, or before any contracts for insurance are made final, they shall first be approved by Council.

When such rules and regulations have been so approved, they shall not be annulled, amended or added to without the approval of Council.

- B. The obligation of the Municipality to provide insurance benefits to any employee under this Agreement is subject to the employee executing a proper application, qualifying as eligible and acceptance by the carrier subject to such conditions and exclusions established by the carrier in accordance with normal insurance standards.
- C. Active employees shall be provided term life insurance in the amount of \$100,000; effective 1/1/2016, retirees shall be provided a term life insurance policy in the amount of \$10,000.

SECTION 21. PENSION (RETIREMENT)

- A. Upon separation due to death, retirement or permanent disability only, the retiring employee will be reimbursed at the rate of four (4) hours straight-time for each accumulated sick day in his normal unused sick day accumulation account up to a maximum of one hundred twenty (120) days.
- B. Pension benefits shall be the average based on earnings in the last thirty-six (36) full calendar months before retirement.
- C. Pension benefits for Officers hired on or after January 1, 2001, shall not exceed those permitted by Act 600, including but not limited to retirement age of 55.
- D. The retiring employee shall receive an addition of a \$100.00 service increment for each year of service upon completion of 25 years of service in accordance with Act 600, 53 P.S. §771(f).

- E. The retiring employee shall receive an addition of a cost of living increment based on the Consumer Price Index in accordance with Act 600, 53 P.S. §771(g)(1), provided that the maximum cost-of-living adjustments shall not exceed five percent (5%) in the Normal Retirement Benefit.
- F. Each individual currently receiving benefits from the Plan as of the date of this Award shall receive an addition of an ad hoc cost-of-living increase provided that the COLA increase shall be in accordance with the provisions of Act 600. This increase shall be in addition to any previous and ad hoc cost-of-living increases, including Act 147 of 1989.
- G. Effective 11/18/04, each employee who retires thereafter 'shall be covered with a term life insurance policy in the minimum amount of TEN THOUSAND DOLLARS (\$10,000) in accordance with Section 20 of this agreement. Each employee who retired prior to 11/18/04 will continue to be covered with a term life insurance policy in the amount called for at said employee's date of retirement.
- H. Commencing with the date of an employee's retirement, each employee shall be eligible to continue medical insurance coverage under the Municipal medical coverage defined in Section 9, Subsections A, B, C, and D, until such time as they become eligible for Medicare. The Municipality shall pay for sixty percent (60%) of the premium cost of such coverage. The retiree shall be responsible for any deductible amount, if any.
- I. Pension vesting shall be provided after twelve (12) years of service in accordance with Act 600, as amended.

- J. Officers whose employment with the Municipality is terminated on or after 1/01/89 shall be eligible for retirement after completing twenty-five (25) years of service and reaching their 50th birthday. Officers whose employment with the Municipality was terminated before 1/01/89 shall be eligible for retirement in accordance with the pension requirements and benefits in effect at the time employment was terminated.
- K. The pension for all officers retiring after January 1, 1991 shall be calculated on the basis of sixty percent (60%) of an officer's W-2 wages over the last 36 months of employment, except as limited by Paragraph C of this Article.
- L. Survivor's Benefit - (Pre-Retirement) - In the event of an employee's death prior to retirement eligibility, the pension plan provides a survivor's benefit to each active employee which will pay your surviving spouse a monthly benefit equal to twenty-five percent (25%) of his base monthly salary at the time of his death, upon death of such employee on-duty or off-duty. If no benefit is payable, your beneficiary will receive your contributions with interest. Such payment shall not exceed EIGHT HUNDRED DOLLARS (\$800.00) per month, and shall be payable to the legal surviving spouse of such employee so long as such spouse remains alive and does not remarry. In the event that the surviving spouse dies or remarries while such employee is survived by any legitimate unmarried children or children who have not reached the age of eighteen (18), such payment shall be made to the legal guardian of such minor children on behalf of such child or children under the age of eighteen (18), until the youngest of such children shall reach the age of eighteen (18), at which time all such benefits and payments shall cease.

- M. Police officers shall be required to make maximum contributions allowed by law to police pension fund in any year in which the State Funding directed to the plan is not sufficient to meet the Municipality's MMO. To the extent the requirements of the plan can be met after application of the State Aid as described in the previous sentence, without a contribution of the Municipality, the police contribution may be reduced to below the maximum level allowed by law. No less than the state unit credit funding amount received by the Municipality during the term of the Agreement generated by the unit credits for the police will be contributed to the Plan.
- N. The Plan actuary shall perform an annual actuarial study to determine whether the Plan can support all benefits of the Plan without contribution or assistance from the Municipality. In the event that the actuarial study indicates that the Plan will not support benefits without additional funding, the employee contribution shall be increased by an amount appropriate to fully fund all benefits within the dictates of Act 600 as authorized in Section 21, M.
- O. Survivor's Benefit (Post-Retirement) - As of January 1, 1998, the pension plan was amended to provide life coverage for a surviving spouse. In the event of an employee's death after retirement eligibility, the surviving spouse will receive 50% of the benefit the retiree/employee was receiving or was entitled to receive, until the spouse's death. In the event that the surviving spouse dies while such employee is survived by any legitimate unmarried children or children who have not reached the age of eighteen (18), such children will receive an equal share of the benefit. If the employee was hired before March 1, 1999 and he was unmarried at retirement and dies before

receiving 120 monthly payments, his beneficiary will receive payments for the remainder of the 120 months.

P. As of January 1, 1998, a military buy-back provision, in accordance with Act 600, was added.

Q. Act 30 Benefits: To the extent necessary and provided by law, the Municipality shall adopt any and all amendments to the police pension plan to insure compliance with Act 30.

R. The DROP pension language shall be incorporated and added to the Agreement as Exhibit "A".

SECTION 22. POLICE PENSION COMMITTEE

A. The Police Pension Committee shall be composed of five (5) persons who are residents of the Municipality of Bethel Park or who are employees of the Municipality of Bethel Park. Three (3) of the members of the Police Pension Committee shall be appointed by Municipal Council, the other two (2) members of the Pension Committee shall be currently employed Police Officers of the Municipality of Bethel Park and shall be appointed by the Bethel Park Police Association.

(1) Police Pension Committee members shall be given designated terms. The terms of the appointees by Bethel Park Council shall be given terms of one year, two (2) years and three (3) years, respectively. The appointees by the Bethel Park Police Association shall be given terms of one (1) year and two (2) years, respectively. Upon expiration of the term of any

appointee, the appointee shall continue in office until reappointed or until the appointee is replaced and the term of the replacement shall be three (3) years from the expiration date of the initial appointee's term of office. Each successive term shall be three (3) years for all appointees so that two (2) appointees, one by each party, shall be up for reappointment or replacement after each of the first two years and the appointee of the Municipality shall be up for reappointment or replacement at the end of three (3) years.

- B. The Police Pension Committee shall meet quarterly or as determined necessary by the Committee.
- C. The purpose of the Police Pension Committee shall be to: provide a forum for meetings and discussions between representatives of Bethel Park Municipal Council and the Police Association relative to Police Pension Plan and post-retirement pension issues. In addition, the Pension Committee shall receive and review actuarial reports, investment reports and other reports or legislative matters as they relate to or have an impact on the status and/or the condition of the Pension Fund.
- D. The Pension Committee members shall serve without compensation for services.

SECTION 23. GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a complaint by an employee or the Municipality regarding the meaning, application or interpretation of any provision of this Agreement providing that said complaint does not fall within the exclusive jurisdiction of the Civil Service Board. A grievance shall also

include all matters pertaining to the receipt of Heart and Lung Act benefits.

B. Procedure

1. An employee with a grievance shall first reduce it to writing on a form agreed upon by the parties and present it within ten (10) business days from the date the employee should reasonably have known that the grievance occurred to the Police Operations Lieutenant or Administrative Lieutenant. The procedure for submission to the Police Operations Lieutenant or Administrative Lieutenant shall be by hand- delivering the grievance form directly to either Lieutenant, who shall date stamp a copy upon request. Should the Lieutenants not be available, the grievance should be hand delivered to the Police Chief's Secretary or an individual designated to receive such documents by the Police Chief, who shall date stamp a copy upon request.
2. The Administrative Lieutenant or Police Operations Lieutenant shall record an answer on the grievance form and return it to the Bethel Park Police Association President's municipal mailbox within seven (7) business days of the hand delivery receipt date stamp. The Police Association President shall be responsible for delivering the grievance form to the grievant. The Administration's seven (7) day time frame requirement shall be satisfied upon delivery of the grievance form to the Police Association's President's municipal mailbox. If the grievant is not satisfied with the Lieutenant's response, within seven (7) business days from the grievance form being delivered to the Police Association

President's mailbox, the grievance may be submitted to the Chief of Police. The procedure for submission to the Chief of Police shall be by hand-delivering the grievance form directly to the Police Chief, who shall date stamp a copy upon request. Should the Police Chief not be available, the grievance should be hand delivered to the Police Chief's Secretary or an individual designated to receive such documents by the Police Chief. The grievant's seven (7) business day time frame requirement shall be satisfied upon hand- delivery of the grievance form to the Police Chief.

3. The Chief of Police shall record an answer on the grievance form and return it to the Bethel Park Police Association President's mailbox within seven (7) business days of the hand delivery receipt date stamp. The Police Association President shall be responsible for delivering the grievance form to the grievant. The Administration's seven (7) business day time frame requirement shall be satisfied upon delivery to the Police Association President's municipal mailbox. If the grievant is not satisfied with the Chief's response, within seven (7) business days from the Chief's delivery to the Police Association President's municipal mailbox, the grievance may be submitted to the Grievance Committee of Council. The procedure for submission to the Council Grievance Committee shall be by (1) mailing by certified U.S. mail, return receipt requested, to: Police Grievance Committee, c/o Manager, Municipality of Bethel Park, 5100 West Library Avenue, Bethel Park, PA 15102, or (2) by hand-delivery to the Manager or Assistant Manager, or one of their

Administrative Assistants who shall date stamp a copy upon request.

A copy of any such appeal and any enclosures must also be submitted to the Police Chief by hand-delivery or U.S. mail. In the case of hand delivery to the Police Chief, should the Police Chief not be available, the grievance should be hand delivered to the Police Chief's Secretary or an individual designated to receive such documents by the Police Chief. The grievant's seven (7) business day time frame requirement shall be satisfied on the date the appeal is received by the Manager or Assistant Manager, or one of their Administrative Assistants.

4. The grievance committee of Council shall record an answer on the grievance form and return said form to the Bethel Park Police Association President's municipal mailbox within seven (7) business days of the hand delivery receipt date stamp. The Police Association President shall be responsible for delivering the grievance form to the grievant. If the grievant is not satisfied with the response of the committee, or where the committee of Council has not answered the grievance within seven (7) business days of the hand delivery receipt date stamp, the Association may request in writing that the grievance be submitted to final and binding arbitration. The procedure for submission of the request for final and binding arbitration shall be by:

- (1) mailing by certified mail return receipt requested the arbitration request to Police Grievance Committee c/o Manager, Municipality of Bethel Park, 5100 West Library Avenue, Bethel Park, PA 15102, or (2) by hand-delivery to the Manager or Assistant Manager, or one of their

Administrative Assistants who shall date stamp a copy upon request.

5. Within five (5) business days of the date of such notice is received by the Manager or Assistant Manager, or one of their Administrative Assistants for binding arbitration, the Municipality and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators may be made by either party to the American Arbitrator Association for a panel of arbitrators. The Association and the Municipality shall alternately strike names from the list and the remaining person shall be the arbitrator.
6. The arbitrator selected shall hold hearings promptly and shall issue a decision no later than thirty (30) days from the close of the hearings or the submission of written briefs, whichever is later. The arbitrator's decision shall be in writing and may set forth his findings of facts, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Municipality and the Association shall be final and binding on both parties. The parties agree that the arbitrator's authority shall be limited to interpretation of the agreement and he/she may not add to, subtract from or modify the Agreement.
7. The costs of the services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room and court reporter, if any, shall be borne equally by the Municipality and the Association. Any other expenses incurred shall be paid by the party incurring same.

- C. Any aggrieved person may be represented in any stage of the grievance procedure by a representative selected or approved by the Association.
- D. Bargaining unit members subject to a demotion, suspension or termination shall have the option to have the matter appealed through the Grievance Procedure and heard by an arbitrator whose decision shall be final and binding. The parties can agree that any such appeal can go directly to binding arbitration.

SECTION 24. DUES CHECK-OFF

- A. The Employer agrees to deduct monthly dues to the Police Officer's Association of the Municipality of Bethel Park from the first pay of each month of any employee covered by this collective bargaining agreement from whom the employer has received a written authorization directing the Municipality to do so. Said authorization shall not be irrevocable for a period of more than one (1) year, or beyond the termination of the applicable collective bargaining agreement, whichever occurs sooner.
- B. The deduction shall be made in the first month following receipt of such authorization and in each month thereafter.
- C. The Municipality shall remit to the Treasurer of the Police Officer's Association the amount of dues deducted from all employees each month together with a list of the names of the employees with respect to whom the deductions were made. The Police Officer's Association shall indemnify and save the Municipality harmless, against any and all claims, demands, suits or other

forms of liability that shall arise out of or by reason of, any action taken or not taken by the Municipality in reliance upon written authorizations of the employees for the purpose of complying with this section.

SECTION 25. SEVERABILITY CLAUSE

The parties hereto agree that in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the right to so hold, the remainder of this Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portions of the Agreement.

SECTION 26. SAFETY OF EQUIPMENT

The parties agree to work together to devise a satisfactory procedure to review safety of equipment. This equipment shall include equipment issued by the Municipality for the performance of police functions.

SECTION 27. RESIDENCY

All officers must reside within an eight (8) air mile radius of Police Headquarters.

SECTION 28. SMOKING BAN

The Employer shall have the right, it is desires, to implement the following smoking policy:

No Police Officer shall be permitted to smoke or use tobacco in any form while on duty.

SECTION 29. BILL OF RIGHTS

- A. When an anonymous complaint is made against a police officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.
- B. When any citizen complaint (a) alleges facts which if true could not lead to a criminal charge, and (b) is filed beyond the legal time limits for filing a civil complaint on such facts, then the complaint shall be classified as unfounded and the accused police officer shall not be required to submit a written report, but he shall be notified orally or in writing of such claim.
- C. A police officer, whether a subject or witness, must be informed of the nature of the interrogation at the outset of the interrogation.
- D. If the interrogated police officer writes a written statement, a transcript is taken, or mechanical or electronic record is made, a copy of same must be given to the interrogated police officer, without cost, upon request.
- E. If any police officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.
- F. At the request of any police officer under interrogation, he/she shall have the right to be represented by counsel of his choice and/or an F.O.P. representative who shall be present at all times during the interrogation. The interrogation

shall be suspended for a reasonable time until representation can be obtained.

- G. A police officer called to a meeting for questioning which the police officer reasonably believes is for the purpose of determining whether he should be Disciplined or discharged is entitled to have a representative designated by the Association present during questioning. A representative must be available at a reasonable time of the hour set for questioning. The time spent at such meeting by the officer shall be time worked under the terms of this Agreement.
- H. The specific reasons for discipline or discharge should not normally be the subject of public comment by the Municipality without the consent of the police officer.

SECTION 30. FAMILY AND MEDICAL LEAVE ACT

A copy of Bethel Park's Family and Medical Leave Act policy is appended to and made part of this Agreement. Individual members of this bargaining unit, however, shall have the right to determine if they want to use accrued vacation, sick leave and other paid leave before Family and Medical Leave is used.

SECTION 31. DURATION OF AGREEMENT

Except as otherwise expressly provided herein, this Agreement shall remain in full force and effect until midnight, December 31, 2025.

Except as expressly provided for herein, the parties agree that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or

not, during the life of this Agreement except by an instrument in writing duly executed by both parties consenting to same.

SECTION 32. REGIONALIZATION OF POLICE DEPARTMENT

If Bethel Park enters into a study or negotiations to regionalize or consolidate the Bethel Park Police Department with other departments, a representative from the Police Association shall be a party to said study or negotiations and the Association shall receive all documents generated by said study.

The parties agree that all wages contained in this Agreement are retroactive to 12:01 AM, January 1, 2021.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the

13th day of July, 2020.

ATTEST:

THE MUNICIPALITY OF BETHEL PARK


Municipal Manager

BY: 
President of Council

Witnesses:

Police Officers of the

Municipality Of Bethel Park:






