

BOROUGH OF BRIDGEVILLE
POLICE CONTRACT 2019-2021

THIS Agreement made as of January 1, 2019, by and between

**the BOROUGH OF BRIDGEVILLE, a Municipal Corporation, of the County of
Allegheny and Commonwealth of Pennsylvania, ("Borough")**

-and-

**the REGULAR FULL-TIME POLICE OFFICERS of the Borough of Bridgeville
("Police Officers")**

WITNESSETH:

WHEREAS, the parties hereto have conducted negotiations under the provisions of Act 111 of 1968 and have entered into an agreement regarding the compensation and other benefits of the Police Officers for the period commencing January 1, 2019, and terminating on December 31, 2021; and

WHEREAS, it is the intention of the parties to reduce the agreement to writing,

NOW, THEREFORE, in consideration of the premises and of the covenants and conditions set out hereafter, the parties hereto do covenant and agree as follows:

ARTICLE I – DEFINITION

The term "Police Officer" as used in this Agreement shall include all persons employed as regular full-time police officers and recognized as part of the official bargaining unit for the Police by the Pennsylvania State Labor Relations Board so long as the persons have been employed through the procedures established in conformity with the police civil service provisions of the Police Civil Service Act. The terms of this Agreement shall not apply to present or future personnel who may be appointed by Council, with the consent of the Mayor, to oversee for the Borough the total scope of public safety.

Nothing contained in this Agreement shall be construed to affect the provisions of law regarding appointment, suspension, reduction and discharge of Police Officers as found in the provisions of the Police Civil Service Act.

ARTICLE II – MANAGEMENT RESPONSIBILITIES

The Bridgeville Police Department Wage and Policy Committee agrees that except for limitations of other provisions of this Agreement, expressed or implied there are functions, powers, responsibilities and authorities belonging solely to the Borough, prominent among which, but by no means wholly inclusive are:

The hiring of employees; the direction of the working force; the determination of the number of men or women to be employed or retained in employment; the scheduling of overtime and the determination of the amounts of overtime required; the establishment and maintenance of quality and performance; the determination of employees' competency; the maintenance of discipline; the determination of work to be performed; the determination of operation schedules; the determination of the number of shifts to be worked; the determination of the duties to be included in any job; the elimination, change or consolidation of jobs, departments or subdivisions thereof; the reduction of the work force because of lack of work or administrative reasons; and the suspension, demotion, or discharge of employees with just cause. The Borough agrees that in the exercise of its functions, powers, responsibilities and authorities it shall take no action, which is arbitrary or as a device to denude the bargaining unit or for the purpose of undermining said unit.

It is understood that all provisions of Article II are subject to local, Federal and Commonwealth laws. If any provisions of this Agreement are in contravention of the laws or regulations of the Federal or Commonwealth, such provisions shall be superseded by the appropriate provisions of such law or regulations so long as same are in force and effect, but all other provisions of this Agreement shall continue in full force and effect. If the parties are unable to agree as to whether or not any provisions hereof is in contravention of any such laws or regulation, the provisions hereof invoked shall remain in effect until the disputed matter is settled by the Court or other authority having jurisdiction in the matter.

ARTICLE III – PRECEDENCE OF LAWS AND REGULATIONS

- A. The Public interest in the accomplishment of the purpose of the Police Department is paramount.
- B. In the administration of all matters covered by this Agreement, officials and Employees are governed by the provisions of any existing and future laws or regulations including the provisions of the Borough Code and Code of Ordinances of the Borough of Bridgeville and the policies set forth specifically in the personnel compensation plan and the personnel rules and regulations. Said Borough Code, Ordinances and Manuals are being incorporated herein by reference to the same extent and in the same manner as if said Borough Code, Ordinances and Manuals were set forth herein in detail. This Agreement is at all times to be applied subject to such laws, regulations and policies and during the term hereof.

ARTICLE IV – BASE ANNUAL WAGES

Section 1

Effective January 1, 2019, January 1, 2020, and January 1, 2021, the following wages shall be the base wages of Sergeants and Patrolmen:

<u>Date</u>	<u>Sergeant</u>	<u>Senior Patrolman</u>
<u>1/1/19</u>	\$85,290.22	\$78,467.59
<u>1/1/20</u>	\$87,422.48	\$80,429.28
<u>1/1/21</u>	\$89,608.04	\$82,440.01

Section 2

From and after the effective date of this Agreement, all newly hired and current Patrolmen shall be paid during the first eight months of their employment Seventy Percent (70%) of the base rate payable to Senior Patrolmen; in months nine thru sixteen of their employment, such Patrolmen shall be paid the sum of Eighty Percent (80%) of the base rate payable to senior Patrolmen; in months seventeen to twenty-four of their employment, such Patrolmen shall be paid Ninety Percent (90%) of the base rate payable to Senior Patrolmen. After twenty-four months of employment, such Patrolmen shall receive One Hundred Percent (100%) of the base rate payable.

Section 3

Further, any approved school will be considered one day's work for each day of school at the current rate of pay. If schooling is longer than four hours on a day and a police officer is required to work his normal shift, training will be paid at time and one-half for hours worked over 40 in a normal work week.

Further, an officer who attends any approved school, class or other training session will be considered to be on duty (i.e., paid time), for which the officer shall be compensated at his/her usual regular and overtime rates, as the case may be.

Section 4

Further, each police officer will be paid time and one-half for any group meeting including in-service group meetings at the Borough Building is called by the Mayor, Chief or Council.

Further, for any group meeting including in-service group meetings at the Borough Building called by the Mayor, Chief or Council, each police officer in attendance will be considered to be on duty (i.e., paid time), for which the officer shall be compensated at his/her usual regular and overtime rates, as the case may be.

Section 5

If a newly hired police officer leaves the Borough within the first year of his/her employment, he will be required to reimburse the Borough for clothing and equipment issued as outlined in the Conditional Offer of Probationary Employment – Bridgeville Borough Police Department Agreement – dated revised 6-96.

Section 6

Police Officers must reside within twenty (20) air miles of the Bridgeville Borough Municipal Building.

Section 7

It is the intention of the Bridgeville Police Department and Bridgeville Borough to establish a comp time policy. Police Officers will be entitled to substitute comp time in lieu of overtime. Police Officers may accumulate an unlimited number of comp days per year, but only “bank” up to five days at any one time. Requests for comp time must be approved by the Police Chief and Mayor. When possible, requests for comp time should be submitted in writing five days before the requested time off. Comp time use must be requested in eight-hour increments. A comp day requested by an officer may not be denied if the only reason for the denial is that the requested day off would require overtime to be paid to another officer to fill the absence.

Section 8

An Education Bonus in the amount of \$200.00 will be paid each year to officers achieving a Masters Degree.

ARTICLE V – LONGEVITY PAY

Longevity is recognized and adopted to be retroactive to the date of employment to be paid at a rate listed below starting after five years of service.

Longevity Pay Schedule

<u>Year of Service</u>	<u>% of Base</u>
6	1.130
7	1.335
8	1.540
9	1.745
10	1.950
11	2.155
12	2.360
13	2.565
14	2.770
15	2.975
16	3.180
17	3.385
18	3.590
19	3.795
20	4.000

Commencing January 1, 2006, the rate used to calculate longevity will be the above percentages of the base wages. Years after twenty years of service will be calculated using the above listed formula of .205% increase per year.

Longevity may be accumulated and paid in a lump sum in November if the police officer gives appropriate written notice to the Borough Manager in December of the preceding year.

ARTICLE VI – PAID HOLIDAYS

Section 1

Holidays shall be ten (10) in number and shall consist of the following:

New Years Day	Fourth of July
Presidents' Day	Labor Day
Good Friday	Veterans Day as designated by the Commonwealth
Easter	Thanksgiving
Memorial Day	Christmas

In addition to the aforementioned ten (10) Holidays, policemen with at least one (1) year of service shall receive four (4) paid Personal Days subject to and provided that the request be in writing to the Mayor and the Chief of Police at least five (5) days prior to the Personal Day.

Section 2

Police Officers shall be paid an extra day's pay for each week in which a Holiday falls provided the Officer has worked his full schedule for the week in which the Holiday falls. For the purpose of this section "worked his full schedule" shall mean that the police officer has received pay for a full week in the week in which the Holiday falls. Police Officers that are on any unpaid leave shall not be entitled to holiday pay compensation as provided in this section.

Section 3

Police Officers required to work extra duty on any of the Holidays set forth herein above, shall be paid at the rate of double time (instead of one extra day's pay for the Holiday, two will be paid) with the minimum guarantee of four (4) hours pay. Extra duty shall be defined, as duty not regularly scheduled on the posted schedule for that day.

Section 4

Each Police Officer shall have the right to accumulate Holiday pay for payment in the last pay period in November by giving appropriate notice in writing. Without such notice, Holiday pay shall be paid in the appropriate pay period.

Section 5

Four (4) hours comp time shall be awarded to each police officer who is scheduled and works the holidays as referenced in Section 1.

ARTICLE VII – HOURS OF WORK

Eight (8) consecutive hours, inclusive of a lunch period, shall constitute a day's work and Forty (40) hours shall constitute a work week made up of five consecutive eight (8) hour days. The police officers agree that the Borough shall have the right to schedule non-consecutive pass days (pass days defined as days not scheduled for work). However, if non-consecutive pass days are scheduled, that police officer shall be entitled to a compensatory day off unless such non-consecutive pass days are scheduled in cases of emergencies as hereinafter defined or in the week immediately prior to or the week immediately following that officer's full week of scheduled vacation, in which cases the scheduled police officer shall not be entitled to a compensatory day off. If the privilege of the lunch period being included in the eight hour work day is abused, the Borough shall have the right to discontinue this practice.

All police officers must remain within a one-half mile radius of the Borough during their lunch period. This area may be increased by action of the Chief of Police.

Work schedules shall be formulated wherein a police officer may be scheduled for 40 hours work in any given week and nothing herein contained shall be construed as to increase or lessen the minimum number of hours to be worked per week. It is the intention of the parties hereto that the officer is to work 40 hours each week.

The work schedule shall be posted no later than the third week of the prior month. When possible, there shall be two (2) officers scheduled for each shift except on Saturday and Sunday when one (1) officer may be scheduled for the 7:00 A.M. to 3:00 P.M. shift. All police officers shall be notified promptly and at least forty eight (48) hours in advance of any non-emergency change to their work schedule. Telephonic message given or left at the officer's residential phone number of record, or alternate phone number provided to the Chief of Police for this purpose, shall constitute sufficient notice. This notice requirement shall not apply to emergency changes to the schedule.

Any policeman may be called upon in an emergency to work continuously not more than 16 hours in any 24 hour period, but if called upon to work more than 40 hours in any week period, shall be paid overtime at time and one half with a minimum guarantee, however of 4 hours pay at time and one half if called out for extra duty. For purposes of this section, an emergency is defined as a natural disaster, catastrophe, riot, time of war, or any unanticipated event requiring greater than normal police coverage. The Mayor and/or the Chief of Police shall determine the need for call out of officers upon determining the needs of the Public Safety.

This provision for overtime pay shall not apply to the Chief of Police. (All opportunities for overtime work will be governed by seniority with the most experienced officers given the first opportunity and so on in descending order of seniority on a rotating basis. Occasions calling for specialist qualifications will not be subject to seniority provisions.) As used in the above Section – Article VII, the term emergency does not include call-offs due to vacation, sick or personal days.

The Borough retains the right to institute changes in these schedules if conditions warrant such change. Should a dispute arise, it is understood that any change ordered by the Mayor go into effect immediately; and said changes will stand pending the outcome of a hearing in accordance with the grievance procedure.

ARTICLE VIII – TIME SPENT IN COURT

Any Police Officer appearing in Criminal, Civil, Juvenile or Magistrates Court shall be compensated for such appearance in the following manner.

Police Officers attending Criminal, Juvenile, Civil or Appeals Court shall be compensated at the rate of time and one half with a minimum guarantee of four hours pay. Police Officers attending Local District Magistrate Court shall be compensated at the rate of time and one half with a three-hour guarantee. Police Officers attending Pre-Trial Hearings shall be compensated at straight time rate with a five-hour guarantee. Officers that are on their regularly posted duty assignment shall not receive any additional compensation for appearances in any court other than their regular day's pay.

Any hearing or trial that begins before the start time of the officer's regularly scheduled duty assignment shall be compensated using the above formulas. In the event that an officer is required to report for duty during said hearings officers shall be entitled to the above minimum guaranteed hours. However, officers shall not receive time and one half for any hours after the minimum guarantee, nor shall they be required to work past their regularly scheduled tour of duty.

Any officer required to report to any hearing after their regularly scheduled tour of duty shall be compensated in the above manner. Court appearances after their tour of duty shall not be considered an "extension of their shift." Officers scheduled to work during any of the above listed appearances shall report to work immediately following any hearings. Time spent in any of the above listed court hearings past the minimum guaranteed hours shall be compensated at time and one half for the actual time spent.

Officers shall be reimbursed for all parking fees incurred during time spent in court and shall be required to submit a receipt for it. Officers shall be entitled to mileage reimbursement at the internal revenue rate if their personal vehicle is used to transport themselves to any court hearing if there is no department vehicle available to them for use. The mileage shall be computed from the Police Station to the location of the hearing and back to the Police Station. Officers are not entitled to mileage reimbursement from their residence to the place of the hearing or from their place of residence to the police station.

If any officer is placed on call for any hearing at any court as described above that officer shall be entitled to three (3) hours comp time for said hearing. The officer shall be required to be able to respond to court if needed and then shall be entitled to pay as described above. The officer shall be entitled to both the compensation time and court pay.

Officers shall be entitled to retain any and all witness fees provided for any hearings. Officers' duty schedule may not be changed after posting, in accordance with Section VII of this contract, without the consent of the officer if said change will eliminate the payment of court overtime, unless an emergency situation exists as defined in the contract. Officers shall not be entitled to minimum pay as described above if appearing in two separate courts or courtrooms at the same time he/she shall only be entitled to payment for one case.

Any Police Officer retiring or resigning from the Police service shall receive payment for attending all Criminal, Civil, Juvenile Court, District Justice and Pre-Trial cases pending upon retirement or resignation.

ARTICLE IX – SHIFT ASSIGNMENTS

All scheduling of shifts shall be under the control of the Mayor and Chief of Police.

ARTICLE X – GRIEVANCES

Section 1

For the purpose of the Agreement, the term "grievance" means any difference or dispute between the Borough and any Regular Police Officer with respect to interpretation, application, claim of breach or violation of any of the provisions of this Agreement.

Section 2

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

Section 3

Annually the Regular Police Officers shall designate to the Borough Manager a Grievance Committee composed of not more than three Regular Police Officers, one of whom shall be designated as Chairman. Should a member of the Committee have a grievance that member will temporarily step off the Committee and the Regular Police Officers shall appoint a temporary replacement.

Section 4

Any Regular Police Officer having a grievance shall first discuss the grievance with the Chief of Police. If after said discussion, satisfaction is not received, the aggrieved police officer shall present his grievance to the Police Grievance Committee. If the Committee finds merit to the grievance, it shall be set out in writing on a form agreed to by the parties to this agreement. The following grievance steps shall be followed:

Section 8

Grievance forms shall be provided by the Borough.

Section 9

It is understood and agreed by the parties hereto that no Police Officer shall be reprimanded or disciplined without just cause, and if such proceedings are instituted, they will be conducted in accordance with the Borough Code of 1966 as amended, and in particular, under the Civil Service provisions of the Borough Code. All proceedings to reprimand or discipline a Police Officer shall be conducted in accordance with Civil Service regulations.

Section 10

It is understood and agreed that this Article does not preclude the Pennsylvania Labor Relations Board from deciding on matters where its jurisdiction properly lies according to the Rules then in effect.

ARTICLE XI – RETIREMENT

Any police officer having twenty (20) years of service may retire with the voluntary retirement benefits as provided under the Borough of Bridgeville Ordinance No. 741 of 1984, as amended provided that the actuarial study of the cost shows that the reduction in age and years are feasible. If the actuary study shows that the cost is not feasible, a study to determine feasibility will be conducted each year thereafter provided that a request for retirement with reduction in age and service has been submitted. Alternatively, any police officer may retire with twenty five (25) years of service at age fifty (50) with normal voluntary retirement benefits as so provided if feasible. If the actuarial study shows that the cost is not feasible, any policeman having twenty five (25) years of service having obtained the age of fifty five (55) may retire with the normal voluntary retirement benefits as provided under Borough Ordinance No. 741 of 1984 as amended.

Pension or retirement benefits shall be computed pursuant to the provisions of the act known as the Police Pension Fund enacted June 15, 1972, P.L. 600, P.S.771 as amended and Bridgeville Ordinance 741 enacted April 3, 1984, as amended.

Police Officers may now retire early with twenty (20) years of service instead of twenty-five (25) years of service with a reduced benefit to reflect shorter service and earlier commencement. To avoid an adverse impact loss to the pension plan, the early retirement benefit will be reduced so that the benefit will be actuarially equivalent to the normal retirement benefit.

1. The written grievance shall be given to the Borough Manager and the Mayor within fifteen (15) days from the occurrence of the grievance and the same shall be considered in a meeting within seven (7) days thereafter by the Mayor, Chairman of the Police Grievance Committee, the aggrieved police officer and the Borough Manager. The Chief of Police and any other parties with pertinent information to the grievance may also attend this meeting. Within seven (7) days, thereafter a decision shall be made by the Mayor, Chairman of the Police Grievance Committee and the Borough Manager.
2. If the matter is not settled to the satisfaction of the aggrieved police officer he/she shall advise the Chairman of the Police Grievance Committee within five (5) days. The grievance may then be filed within five (5) days with the Public Safety Committee of the Borough Council by the Chairman of the Police Grievance Committee. The Public Safety Committee shall hold a meeting with all pertinent parties to the grievance within ten (10) days and tender a final decision within five (5) days of the Meeting.
3. If the matter is not settled to the satisfaction of the aggrieved police officer, he/she shall advise the Grievance Committee. The Grievance Committee and the aggrieved police officer may then jointly be entitled to arbitration in the manner set forth in the act of June 27, 1968. The expense and salary incident to the services of the third arbiter shall be paid by the Borough. The arbiter's decision must be rendered within thirty (30) days after the hearing.

Section 5

The grievance as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the hearing. The number of grievances which can be submitted to the arbiter shall be limited to one grievance unless otherwise agreed to by both parties.

Section 6

If the Borough has a grievance it shall take it to the Police Grievance Committee and if not resolved to the Borough's satisfaction, the Borough shall be entitled to arbitration in the manner set forth in the Act of June 27, 1968.

Section 7

Extension of time at each step shall be only at mutual consent of the Borough and the Police Officer representatives.

The Borough shall not be obligated to pay any member of the Police Grievance Committee, the Chairman and/or aggrieved Police Officer for time spent in processing a grievance, grievance meetings or arbitration hearing.

For example, the early retirement benefit will be calculated as follows:

1. Assumed Hire Age	23 Years
2. Actual service at Early Retirement	20 Years
3. Assumed service at Normal Retirement (Age 50 + 25 years)	27 Years
4. 50% of Final 36 Months Average Salary	\$1,500.00
5. Partial Superannuation Retirement (\$1500 X 20/27)	\$1,111.11
6. Actuarial Equivalent of Partial Superannuation reflecting earlier Commencement (7 Years Early)	\$ 669.73

The Borough of Bridgeville hereby establishes the length of service increments for years of service beyond twenty five (25) years at the rate of \$25.00 per month for each completed year of service in excess of twenty five (25) years but not to exceed \$100.00 per month.

Commencing January 1, 1997, the one percent (1%) contribution of the police officers to the pension plan was eliminated. In the event an actuarial study of the Borough determines that a contribution shall be required to fund these monetary adjustments, then the Police Officers shall be required to contribute the amount necessary so that the Borough shall not be required to make any payment of general funds to the pension plan, the police at the expense of the fund may obtain a second study if so desired. The police shall be entitled to receive a copy of the results of any actuarial study made.

ARTICLE XII – FUNDS FROM STATE TREASURER

Records of sums received from the State Treasurer by the Municipal Treasurer to be applied to the police pensions of police benefits shall be made available to the Representative of the pension committee.

ARTICLE XIII - PENSION FUND BOARD

The police officers shall be entitled to have one representative on the Police Pension Fund Board whose name shall be submitted in writing to the President of the Pension Fund.

ARTICLE XIV – INSURANCE

Section 1

Life insurance and accidental death and dismemberment insurance presently in effect with the Borough insurance plan shall be provided to all regularly employed police officers in an amount of Seventy Five Thousand Dollars (\$75,000.00) with the Borough paying the entire premium.

In addition, a paid-up life insurance policy or certificate shall be provided to any Police Officer as of the date of his/her retirement, which life insurance policy or certificate shall be in the face amount of Five Thousand Dollars (\$5,000.00); the premiums for such paid-up life insurance policy shall be paid entirely by the Borough. The provisions of this section shall apply only to present Police Officers and shall not be applicable to any Police Officers who have retired before the effective date of this Agreement.

The benefits made available to Police Officers under Section 1 hereof, i.e. life insurance and accidental death and dismemberment insurance in the sum of \$75,000.00 shall be made available to a retired Police Officer to convert as of the date of such Police Officer's retirement. It shall be the obligation and responsibility of such retiring Police Officer's intention to convert the insurance and to pay the premiums thereafter. In the event, the insurance referred to in Section 1 hereof shall be discontinued for any reason, then this provision shall likewise be discontinued.

Section 2

The Borough shall provide the police officer and dependents with the Highmark Health Savings Account 1500 Plan or the UPMC Health Plan through the Municipal Employees Insurance Trust (M.E.I.T.).

Police Officers shall contribute to their medical deductible at the rate of fifteen (15%) percent.

To the extent permitted by M.E.I.T., the retired police officers shall be continued as part of the Medical Insurance Group until they become eligible for Medicare, provided that the retired police officers pay the total cost of their medical insurance.

The Borough agrees that no changes and benefits in this ARTICLE XIV Insurance can be made without notification to and approval by the employees covered by this agreement.

Section 3

The Borough shall provide the M.E.I.T. Group Dental Program-Family Basic for each police officer and their families.

Benefits will be those provided through the M.E.I.T. Program.

Section 4

The Borough shall provide eye care insurance for each police officer and his family as currently offered through M.E.I.T.

Section 5

The Borough shall provide each police officer with Law Enforcement Professional Liability Insurance covering false arrest and other actions in amounts and coverage's as previously provided.

Section 6

In the event any police officer obtains an alternate combined plan of health, dental and vision insurance coverage at no cost to the Borough, the Borough shall contribute and pay to the police officer a sum equal to one third (1/3) of the Borough premium for the combined coverage payable in the last pay of November. If the alternate combined coverage is cancelled for any reason, the police officer shall be entitled to the coverage provided in this Contract.

Section 7

It is agreed that the disability insurance coverage provided under this Contract may be placed with AFLAC per the police officers request provided that there is no additional cost to the Borough.

ARTICLE XV – VACATIONS

For the purposes of this Agreement, a calendar year shall be defined as that period of time of January 1, of any given year to December 31, of the same. Members of the Police Department covered under this Agreement who have one (1) year of continuous service, but less than two years, shall be entitled to a vacation with pay of one week. Those with two years of continuous service shall be entitled to two weeks vacation with pay. After five years of service, they shall be entitled to three weeks of vacation with pay and after ten years of service, four weeks vacation with pay. After sixteen years of service, four weeks and one day vacation with pay. After seventeen years of continuous service, four weeks and two days vacation with pay. After eighteen years of service, four weeks and three days vacation with pay. After nineteen years of service, four weeks and four days vacation with pay. After twenty years of service, the maximum of five weeks vacation with pay subject to the following regulations:

- (a) Continuous service for vacation purposes is broken by:
 - 1. Voluntary Quitting;
 - 2. Absence due to discharge
- (b) In addition to continuous service requirements, the police officer to be eligible for a vacation with pay in any particular calendar year must have received pay in 60% of the pay periods during the one-year preceding his eligibility for vacation.
- (c) Each police officer's vacation eligibility date shall be the annual anniversary of his/her date of employment or date of re-employment, whichever is most recent. Additional vacation time earned by reason of continuous service as set forth heretofore shall be taken with the period immediately following the anniversary date of employment but before the end of that calendar year.
- (d) Vacation earned must be taken within the calendar year of each police officer's eligibility date or he/she shall forfeit the same.

- (e) The vacation seniority lists will be posted in December of the previous year and vacation requests must be submitted prior to January 1st of the current year.
- (f) Vacation schedules must be approved by the Mayor and Chief of Police and a list of those vacations turned over to the Borough Manager. In the case of any dispute, the scheduling of vacations shall be approved and governed on the basis of seniority and with the approval of the Mayor and Chief of Police.
- (g) All vacations shall be taken in a calendar week. Any Police Officer ordered to report to work during his vacation shall be entitled to payment at double time and one half and receive his vacation day at a later date that the Police Officer chooses. The vacation day or days may be utilized in the following calendar year.

Any Police Officer that is required to report to duty or to court shall be entitled to compensation under this section but payments shall follow the payment schedule under Article VIII Time Spent in Court.

Any officer that is required to report to court while on vacation shall be entitled to request a postponement of said case, so long as postponement does not jeopardize the prosecution of the case. If a postponement has not been granted the Police Officer shall report as is ordered in the subpoena.

- (h) Time off, due to an injury sustained in the course of duty that is covered by Worker's Compensation Insurance for a period of one year from the date of such injury shall be included in computing the hours worked in the preceding calendar year.
- (i) Pay for vacations shall be computed at the Police Officer's regular weekly wage.
- (j) Any police officer that resigns without two weeks notice in writing will forfeit any accrued vacation earned.
- (k) There shall be a maximum of two (2) police officers on vacation at the same time during the entire 52-week period.
- (l) A week of vacation shall include the weekend days, Saturday and Sunday, before and after the selected full week of the vacation. Vacations will start on and include the Saturday before the selected week and continue through to include the Sunday following the selected week.

ARTICLE XVI – SICK LEAVE

Section 1

Sick leave with pay shall be granted as prescribed herein for the following reasons:

- (a) Any physical incapacity not incurred in the line of duty shall be a reason for sick leave provided however, that any incapacity incurred while engaged in other or outside employment not connected with regular Borough police duty shall not be reason for such leave.
- (b) Personal illness.

All newly hired Police Officers are entitled to five- (5) day's sick leave with pay in the first year of employment. This benefit becomes effective six months after the employee's date of hire.

Section 2

After one (1) year of service, unused paid sick leave may be accumulated at the rate of one (1) day per each additional month of service until a maximum accumulation of 150 days is reached. Nine (9) additional sick days may be used annually in the sole event of an illness of a police officer extending more than fourteen consecutive days in which event the maximum may be extended by an additional nine (9) days at the same rate as hereinabove set forth for a total of twenty one (21) earned days per year.

Sick days may be accumulated to a total of one hundred fifty (150) days, however, the unused portion of the nine (9) extended sick days must be accumulated only until one hundred twenty (120) sick days are accumulated. In no event will any of the unused additional nine (9) sick days be added to the sick bank beyond one hundred twenty (120) days to help accumulate one hundred fifty (150) days. Upon normal retirement, the employee will be entitled to payment for thirty (30) days of his accumulated sick leave provided that such employee shall at the time of such normal retirement have accumulated and have in effect for use a minimum of one hundred twenty (120) days of accumulated sick leave.

Section 3

The Borough shall buy back sick time per the following schedule:

A five (5) day buyback incentive of sick days in which officers may request the Borough buy back a maximum of five (5) sick days per year if zero (0) sick days have been utilized.

A four (4) day buyback incentive of sick days in which officers may request the Borough buy back a maximum of four (4) sick days per year if one (1) sick day has been utilized.

A three (3) day buyback incentive of sick days per year if two (2) sick days have been utilized.

A two (2) day buyback incentive of sick days per year if three (3) sick days have been utilized.

A one (1) day buyback incentive of sick days per year if four (4) sick days have been utilized.

The total sick days included in the buy back program (to a maximum of five (5) sick days per year) will be removed from the police officers' sick bank.

Section 4

Any police officer who has lost time due to a service-connected illness or injury and is entitled to receive Worker's Compensation must return to the Borough all such compensation payments in order to benefit from the above schedule of payments to be made by the Borough. In no event, will a police officer be permitted to receive both compensation payments and wage continuation from the Borough. Council may, at its discretion, extend the sick time provided herein and may from time to time extend the time of accumulation beyond one hundred fifty (150) days.

Section 5

Doctor's Certificates – After three consecutive days, the Mayor and the Police Committee have the right to verify the reported sickness of a police officer and may require a doctor's certificate for absence due to sickness. The certificate must state the nature of the illness and whether the police officer has been unable to work for said period of absence.

ARTICLE XVII – BEREAVEMENT PAY

Section 1

Each regular police officer shall be entitled to a leave of absence for four (4) days at his regular wage, if there is a death in the immediate family which shall include mother, father, mother-in-law, father-in-law, sister, brother, children, husband, wife, and one (1) day at regular wage for the death of another family member or relative.

Section 2

The computing of the four days for bereavement pay shall in all cases begin two days before the day of interment. In no event shall an employee be paid for any part of the said four days bereavement as so computed that falls during vacation, holiday, or any other period that a police officer is not scheduled to work or is not working.

Section 3

A police officer may use up to three (3) sick days at his own discretion.

ARTICLE XVIII – UNIFORM ALLOWANCE

Each police officer shall be allowed Eight Hundred Dollars (\$800.00) for the purchase of uniforms and other required clothing as needed at the police officers discretion to be purchased from a list of no less than three (3) clothing sources provided by the Borough. Leather jackets shall be a separate item to be bought and provided by the Borough when it considers it necessary. All clothing allowance purchases shall require an approved purchase order conforming to the Borough's standard purchasing procedure.

Upon termination of employment, all equipment and clothing purchased by the Borough shall remain the property of the Borough. Ammunition, and other necessary police accessories shall remain the property of the Borough. Initial issue of a uniform change which requires the entire department to immediately change any part of their uniform will be paid for by the Borough and will not have any effect on the clothing allowance.

There shall be allowed a maximum \$100.00 carryover per police officer of unexpended amounts into the following calendar year. No clothing allowance purchases shall be permitted after November 1st in any calendar year.

ARTICLE XIX – DAMAGED PERSONAL PROPERTY

The Borough agrees to pay a maximum of One Hundred Dollars (\$100.00) per police officer per occurrence/incident for damage to that officer's personal property. Payment is conditional upon damage occurring in the line of duty and the officer providing a receipt for the replacement article and an incident report filed.

The police officer is obligated to pursue proper reimbursement from a pertinent outside source. If the officer is reimbursed from any outside source, then the Borough shall be reimbursed for the subject amount.

ARTICLE XX – EQUIPMENT

Section 1

Vehicles purchased for the Police Department shall include the police package with minimum of air conditioning, AM/FM radio and spot light if available as a manufacturing option or dealer installed at the time of purchase.

Section 2

The Borough shall provide all police officers with fresh ammunition.

ARTICLE XXI – PAYROLL DEDUCTIONS

A. The Borough shall furnish each new fulltime Police Officer with a copy of this Agreement together with an authorization form for dues payroll deduction ("dues check-off authorization form"), provided that the Bargaining Unit has furnished the Borough with sufficient copies of the Agreement along with an appropriate dues check-off authorization form. Each employee who, on the effective date of this Agreement or thereafter, is or becomes a fulltime Police Officer of the Borough, and who provides a signed dues check-off authorization form to the Borough, shall be presumed by the Borough under this Article XXI to be an actively dues-paying Member of the Bargaining Unit, unless and until such fulltime Police Officer exercises his or her right, if any at the time, to resign from membership in the Bargaining Unit, and who specifically instructs the Borough Manager, in writing, to rescind his/her dues check-off authorization. In such instance, the employee shall send a resignation letter, via certified mail, return receipt requested, addressed to both the Bargaining Unit's authorized representative and to the Borough Manager, and said letter shall state that the employee is resigning membership in the Bargaining Unit and that he/she is revoking his or her previous dues check-off authorization.

B. With regard to those fulltime Police Officers who are member of the Bargaining Unit: so long as the Bargaining Unit's Police Department Wage and Policy Committee maintains a dues deduction policy, dues in such amount as authorized and designated by the Wage and Policy Committee shall be deducted from the wages of each fulltime Police Officer Bargaining Unit Member for whom the Borough has received an executed dues check-off authorization form. Said dues deducted hereunder shall be deposited by the appropriate Borough official in the designated interest-bearing fund. A dues check-off authorization once received may not be revoked except in accordance with the procedures set forth in sub-section A, above.

C. Employee's Exclusive Remedy. An aggrieved employee's or Association's exclusive remedy under sub-section A hereof shall be the procedures set forth in Act 84 of 1988, as amended, and neither the Association nor any such employee shall have recourse to the grievance procedures of this Agreement with regard to any disputes arising out of same.

D. Indemnification Clause. The Association shall indemnify, defend, and save harmless the Borough, its agents and employees; from any and all claims, demands, suits, liabilities and/or causes of action in law or otherwise arising from the Borough's performance of its obligations to deduct and to transmit such fees to the Association as required by this Section or with regard to any dispute arising out of an employee's exercise of his/her rights under sub-section A hereof.

ARTICLE XXII – BILL OF RIGHTS

Section 1

When an anonymous complaint is made against a Police Officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.

Section 2

When any citizen complaint is filed greater than ninety (90) calendar days after the date of the alleged event complained of, which if true, could not lead to a criminal charge, such complaint shall be classified as unfounded and the accused employee shall not be required to submit a written report, but shall be notified orally or in writing of such claim.

Section 3

A Police Officer, whether a subject or witness, must be informed of the nature of the interrogation at the outset of any interrogation or interview.

Section 4

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

Section 5

If any Police Officer under interrogation is under arrest, or is likely to be placed under arrest because of the interrogation, he shall be completely informed of all his rights before the commencement of the interrogation.

Section 6

At the request of any Police Officer under interrogation, he shall have the right to be represented by counsel of his choice at his expense 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.

Section 7

Unless agreed to by the Police Officer or required by law, the Borough shall not make any public comment or statement on the reason for any disciplinary action brought against the police officer.

ARTICLE XXIII – MODIFIED DUTY

Section 1 **Modified Duty (Medical)**

The purpose of this section is to define modified duty that may be requested by a police officer because of short-term medical problems or injury.

As a general rule conditions under which a police officer may request short term modified duty are defined as an illness or injury that will run its course in sixty (60) days or less and allow the employee to return to full duty with a physician's statement attesting to the employee's ability to perform normal duties.

Section 2 **Modified Duty Assignments**

The determination for modified duty assignments shall be made by the Mayor and Chief of Police. The basis of such decisions shall include but not be limited to (1) The Municipal Insurance carrier's recommendations, (2) The medical condition of the police officer and physician's recommendations, (3) Availability of modified duty work for the employee, and (4) The best interests of the Police Department and the Borough.

Section 3 **Request for Modified Duty**

Police Officers who find it necessary to request modified duty will submit their request in writing to the Office of the Chief of Police. Included in the request shall be the physician's diagnosis of the health condition, restrictions on the employee's activities and documentation from the physician that the employee can safely perform a modified duty position. Also included in the request is the time period the request is made for.

Upon receipt of a request for modified duty, the Office of the Chief of Police will investigate the Department workload, needs, and provide the Mayor with this information. The Mayor and Chief will then determine if a modified duty assignment is appropriate.

ARTICLE XXIV – SUBSTANCE ABUSE POLICY

The Police Officers and the Borough of Bridgeville agree to continue working on the BOROUGH OF BRIDGEVILLE SUBSTANCE ABUSE POLICY POLICE OFFICERS/EMPLOYEES (attached as Appendix A) It is the intention of the Police Officers and the Borough to reach final agreement on Appendix A in calendar year 2021.

ARTICLE XXV – DISCIPLINARY RECKONING PERIOD

This section constitutes the criteria utilized as the reckoning period for disciplinary violations and action taken:

- 1) Verbal Admonishment/Counseling Session – Documented, dated and signed by Chief of Police and offending police officer – held in personnel file for six (6) months.
- 2) Written Warning – Documented, dated and signed by Chief of Police and offending police officer – held in personnel file for one (1) year.
- 3) Letter of Reprimand – Documented, dated and signed by Mayor, Chief of Police and offending police officer – held in personnel file for two (2) years.
- 4) Demotion and/or Suspension, Termination – Documented, dated and signed by Mayor, Chief of Police and offending police officer. Borough Council, Public Safety and Civil Service Commission notified. Held in personnel file permanently.

Should an officer commit a similar or related infraction during the reckoning period for the same or related violation, the initial disciplinary action now becomes attached to the next form of discipline and falls under that reckoning period.

The reckoning period shall begin on the date the disciplinary action is issued to the police officer.

Infractions shall not all automatically begin with a verbal admonishment, as infractions may differ in nature and seriousness. Infractions shall be evaluated and dealt with accordingly by the Chief of Police and Mayor in accordance with Civil Service Rules and Regulations.

Disciplinary measures set forth in Article XXV shall be utilized as a supplement to and shall not take the place of other policy or disciplinary measures.

ARTICLE XXVI – EXTRA DUTY ASSIGNMENT FOR OUTSIDE SOURCE DETAILS

The following criteria shall be followed for the utilization of police officers for outside source details:

- A) A request for police services or police officers from any entity other than the Borough of Bridgeville shall constitute a request from an outside source.
- B) All outside source details are callouts and shall be paid at a minimum guarantee of four (4) hours.
- C) A detail which runs longer than the allotted time or past the hour mark shall entitle the police officer to pay to the next full hour.

D) A police officer who takes any detail and works the same with the detail completing early shall be entitled to pay for the duration of the original detail bid.

E) No detail shall be bid/assigned for more than eight (8) hours. This mandate does not preclude a police officer from working more than eight (8) hours if no other police officer wishes to fill the remaining time slots.

F) Cancellations

1. Cancellation of a detail must be done three (3) hours prior to the start time of the detail or the officer shall be entitled to a minimum guarantee of four (4) hours.

2. Any four (4) hour detail which is cancelled after the start time of the detail with the officer already on scene shall entitle the officer to payment in full.

3. Any detail which is bid longer than four (4) hours and is cancelled (for any reason) after the start time of the detail with the officer already on scene shall entitle the officer to payment as follows:

- a. 1-2 hours – 4 hours pay
- b. 3-4 hours – 6 hours pay
- c. 4+ hours – full pay shall be paid

G) Police Car Usage: Any outside detail in which a police unit is utilized (for anything other than transportation), the Borough shall be paid the amount of \$10.00 per hour per car. This payment is utilized to offset the Borough's fuel and insurance costs.

H) Filling of Shifts: Bridgeville Police Department retains full decision making authority on how outside details are filled and the number of officers required to fill open shifts. Example: If a police officer is requested for an eight (8) hour detail, the department may fill that detail with two police officers working four (4) hour shifts if they so desire.

I) The Borough shall pay the police officers compensation due for outside services and in turn shall obtain reimbursement from the outside source utilizing the services.

ARTICLE XXVII – EFFECT OF THE AGREEMENT

This instrument constitutes the entire agreement of the Borough and the Police Officers arrived at because of collective bargaining.

It is understood that all provisions of this Agreement are subject to Local, Federal and State laws. If any provisions of this agreement are in contravention of the laws or regulations of the Federal or State, provisions shall be superseded by the appropriate provisions of such law or regulations so long as same are in force and effect, but all other provisions of this Agreement shall continue in full force and effect. If the parties are unable to agree as to whether or not any provisions hereof is in contravention of any such laws or regulations, the provisions hereof invoked shall remain in effect until the dispute matter is settled by the Court or other authority having jurisdiction in the matter.

ARTICLE XXVIII – DURATION OF AGREEMENT AND NOTICE

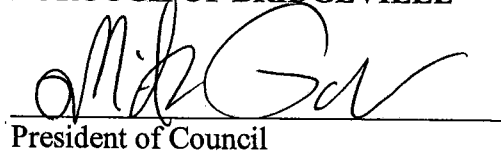
This Agreement shall become effective January 1, 2019, and shall remain in full force and effect until December 31, 2021. It shall automatically be renewed from year to year thereafter, unless either party shall give the other party notice of desire to terminate, modify or amend the Agreement. Notice to be given under this Agreement shall be in accordance with Act 111 of June 24, 1968, or any subsequent amendments thereto.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have set their hands and seals on this 12th day of NOVEMBER, 2018.

ATTEST:


Borough Manager

BOROUGH OF BRIDGEVILLE


President of Council

WITNESS:

**BRIDGEVILLE BOROUGH POLICE
DEPARTMENT BARGAINING UNIT
AUTHORIZED REPRESENTATIVES**

