
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWNSHIP OF FRAZER

AND

FRAZER TOWNSHIP POLICE ASSOCIATION

JANUARY 1, 2020 THROUGH DECEMBER 31, 2021

COLLECTIVE BARGAINING AGREEMENT

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COLLECTIVE BARGAINING AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT (the "Agreement"), made and entered into this 6th day of January, 2020,

BY AND BETWEEN:

THE TOWNSHIP OF FRAZER, a Second Class Township and political subdivision of the Commonwealth of Pennsylvania, situated in Allegheny County, with its principal office located at 592 Pittsburgh Mills Circle, Frazer Township, PA 15084, by and through the Board of Supervisors of Frazer Township (hereinafter referred to as the "Township");

AND

FRAZER TOWNSHIP POLICE ASSOCIATION, a group of full-time police officers employed by the Township organized for purposes of collective bargaining (hereinafter referred to as the "Union").

WITNESSETH

In consideration of the mutual promises set forth below and intending to be legally bound, the parties agree as follows:

ARTICLE I **RECOGNITION AND SCOPE**

The Township hereby recognizes the Frazer Township Police Association as the sole and exclusive collective bargaining representative of all full-time police officers, sergeants and corporals employed by the Township as set forth below, with respect to compensation, hours of work, working conditions and other terms and conditions of employment. The bargaining unit shall consist of all full-time police officers, sergeants and corporals and shall exclude all other department employees, including but not limited to administrative employees, part-time employees, probationary employees, lieutenant, captain, Chief of Police and any other supervisory employees.

ARTICLE II **MANAGEMENT RIGHTS**

Section 1. The Township has and retains all management rights and functions to manage the Township and the employees covered by this Agreement as conferred upon it by the Constitutions and laws of the Commonwealth of Pennsylvania and of the United States except insofar as these rights are limited by specific provisions of this Agreement. It is understood and agreed that the Township, at its sole discretion, shall have and retain, solely and exclusively, in accordance with applicable laws, all managerial responsibilities including, but not limited to, the right to manage all operations; to determine the mission, purposes, objectives, policies, programs and functions, standards of service and organizational structure of the Township; to establish, amend, modify its overall budget; to establish, change combine or abolish job classifications or the job content of any classification; to reprimand, suspend, discharge, take other disciplinary action or otherwise relieve employees from duty for lack of work or other legitimate reasons; to hire, promote, retire, demote transfer, layoff and recall employees to work; to schedule the workforce; to determine the starting and quitting time, and the number of hours and shifts to be worked; to end shifts early and make call outs; to determine the number and types of employees required and to assign work to

such employees in accordance with the operational needs of the Township and direct the workforce and establish the terms and conditions of employment, except as expressly modified or restricted by a specific provision of this Agreement. Matters of inherent managerial policy are reserved exclusively to the Township.

Section 2. The rights set forth in this Article will not be used for the purpose of discrimination against any employee by virtue of the employee's membership in the Union.

Section 3. It is the intent of the parties that the Township's right to manage shall include all rights authorized by law immediately prior to the signing of this Agreement, unless such legal right is specifically limited by a clear provision of this Agreement.

Section 4. The listing of specific rights in this Article is not intended to be, nor should it be considered restrictive or a waiver of any rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the Township in the past. Further, all inherent managerial rights, management functions and prerogatives which the Township has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Township.

ARTICLE III

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Grievances within the meaning of this Article shall consist of disputes regarding the interpretation or application of this Agreement, all matters of discipline and all matters involving the Heart and Lung Act, 53 P.S. § 637, as amended.

Section 2. In the event of a grievance concerning the interpretation or application of this Agreement, discipline or the Heart and Lung Act, 53 P.S. § 637, as amended, there shall be no suspension of work, but rather, such controversy shall be treated as a grievance and shall be processed in the following manner:

STEP ONE – POLICE CHIEF

The Union shall submit a grievance in writing to the Police Chief within five (5) calendar days of the events giving rise to the grievance or the discovery of said grievance. The Police Chief shall hold a meeting to attempt to resolve the grievance to the mutual satisfaction of the Union and the Township within five (5) calendar days of its presentation. The Police Chief shall report his/her decision to the Union and the Township in writing. If the Union does not proceed with the grievance to Step Two within the prescribed time limits, and no extension of time is granted in writing, the grievance shall be considered to be resolved.

STEP TWO – TOWNSHIP SECRETARY OR HIS/HER DESIGNEE

If the Union disagrees with the disposition of the grievance at Step One, the Union may submit a written appeal to the Township Secretary within five (5) calendar days of the Union's receipt of the Step One decision. The Township Secretary shall, within ten (10) calendar days of the receipt of the appeal, hold a meeting with the Union at which time the Union may present the grievance. The Township Secretary, within ten (10) calendar days of the meeting shall provide the Union with a written decision. If the Union does not proceed with the grievance to Step Three within the prescribed time limits, and no extension of time is granted in writing, the grievance shall be considered to be resolved.

STEP THREE – ARBITRATION

If the Union disagrees with the disposition of the grievance at Step Two, the Union must appeal to arbitration within five (5) calendar days. A demand for arbitration shall be initiated by presenting a notice, in writing, to the Township of the Union's intent to proceed to arbitration. Within ten (10) calendar days of the demand for arbitration the Township and Union shall mutually attempt to agree upon an arbitrator. In the event the parties fail to agree upon an arbitrator, the Union shall, within five (5) calendar days thereafter, request that the Federal Mediation and Conciliation Service furnish the parties with a list of seven (7) arbitrators from which the parties will select an impartial arbitrator. Within five (5) working days after the receipt of the list, an arbitrator will be selected by the parties alternatively striking from the list of seven (7) arbitrators. The Union shall strike first and the last name remaining shall be the arbitrator.

Section 3. The arbitrator shall have no power to add or subtract from or otherwise modify any of the terms of the Agreement, nor shall the arbitrator substitute his or her discretion for that of the Township or the Union. The arbitrator shall confine his or her decision solely to the application and interpretation of this Agreement. The decision of the arbitrator shall be final and binding.

Section 4. Each party shall fully bear its own costs in the processing of the grievance. The cost of the arbitrator shall be divided equally between the Township and the Union.

ARTICLE IV **WAGES, OVERTIME AND HOURS**

Section 1. Hourly wages during the term of this Agreement are as follows:

	<u>2020</u>	<u>2021</u>
Sergeant	\$22.56	\$23.24

Section 2. Any full-time officer hired during the course of this Agreement shall be paid at the starting rate determined in the sole discretion of the Township Board of Supervisors.

Section 3. Overtime pay at the rate of time and one half shall be paid for all time worked in excess of 40 hours in a week.

Section 4. The Township shall not guarantee overtime work to any officer, nor shall any officer have any preference or right of refusal as to any overtime work which may become available. The assignment of such work shall be within the sole discretion of the Police Chief.

Section 5. Any shifts that are not filled, special events or other special details will be filled by part-time officers unless the Chief determines and subsequently notifies the Township Secretary in writing that a full-time officer is necessary and the reasons that a full-time officer is necessary.

Section 6. All call-outs shall be compensated at straight time from the time the officer reports for duty. There shall be no minimum payment. A call-out shall be any time an officer is requested to report for duty for an unscheduled shift, in full or in part, due to the need for additional police manpower within the Township. All call-outs shall be made or approved by the Chief of Police.

Section 7. The Township Police Department is a full time police force and historically, its full-time officers have regularly been offered 40 hours of work per week, or 2,080 hours of work per year. It is the expectation that the Township will continue its Police operation in such fashion during each year of this Agreement.

However, it is recognized by the Union and the Township that economic circumstances could arise that would impair the Township's financial ability to maintain operations at their present level. For this reason, the Township cannot and does not guarantee to its officers any minimum number of hours of work.

ARTICLE V **UNIFORMS AND EQUIPMENT**

The Township shall provide all uniforms and equipment to all full-time officers and shall replace all worn or broken uniforms and equipment at the Township's expense. The Township, at its sole discretion, shall determine what uniform and equipment shall be issued to each officer and whether a uniform or equipment shall be replaced.

ARTICLE VI **HOLIDAYS**

Section 1. Full-time officers shall be paid eight (8) hours of holiday pay for the following holidays: (1) New Year's Day; (2) Good Friday; (3) Memorial Day; (4) Independence Day; (5) Labor Day; (6) Thanksgiving Day; (7) Christmas Eve Day; (8) Christmas Day; and (9) Veterans Day

Section 2. Holiday pay is paid at a full-time officer's straight time pay rate. All full-time officers shall be paid the equivalent of eight (8) hours straight time pay for each holiday. Holiday pay shall be made in the pay period during which the holiday falls.

Section 3. A holiday that falls on a Saturday will be observed on the preceding Friday. A holiday that falls on a Sunday will be observed on the following Monday. If a holiday falls during a full-time officer's paid time off, holiday pay will be provided instead of the paid time off benefit that would have otherwise applied. If a full-time officer works on a holiday, he or she will receive holiday pay plus wages at his or her straight time rate for the hours worked on the holiday. Paid time off for holidays will not count as hours worked for purposes of determining eligibility for overtime.

ARTICLE VII **PAID TIME OFF**

Section 1. Full-time officers shall be entitled to eighty (80) hours of paid time off ("PTO"). PTO time may be used for any absences (i.e. sick, vacation, personal, etc.). PTO accrues at a rate of 1/12 of the officer's yearly PTO total per month. PTO is paid at the full-time officer's regular straight time. PTO will not be part of any overtime calculations. Full-time officers may not borrow against their PTO banks; therefore, no advance leave will be granted.

Section 2. Full-time officers may carry PTO over from year to year up to a maximum PTO bank of eighty (80) hours. Upon resignation, separation or retirement, all full-time officers will be paid a rate of 50% of the employee's current hourly rate for all PTO hours banked, up to a maximum of eighty (80) hours.

ARTICLE VIII **BEREAVEMENT LEAVE**

Section 1. Full-time officers shall be entitled to a maximum of three (3) days off with pay in the event of a death in the full-time officer's immediate family (spouse, parent, child, spouse's child). Full-time officers shall be entitled to a maximum of three (3) days off with pay in the event of death of a full-time officer's sibling, spouse's parent, spouse's sibling, child's spouse, grandparents or grandchildren. Documented proof of death may be requested by the Township.

Section 2. Time paid as bereavement leave will not be calculated as time worked for payment of overtime premiums.

ARTICLE IX **JURY AND WITNESS DUTY LEAVE**

Section 1. Any full-time officer called to serve as a juror will be compensated for the difference in the employee's regular daily wage and the amount paid to the employee by the court, up to a maximum of forty (40) hours of leave per calendar year.

Section 2. If a full-time officer is required to serve jury duty beyond the period of paid jury duty leave, the officer may use any available paid time off or the officer may request an unpaid jury duty leave of absence.

Section 3. This benefit does not apply to full-time officers who volunteer for jury duty. A copy of the jury summons and pay voucher must be submitted to the Chief of Police. Full-time officers may be required to show proof of the time that you reported for and were excused from jury duty on any particular date(s).

Section 4. All full-time officers may request paid time off when subpoenaed or otherwise required to testify as a witness by the Township outside of the officer's regularly scheduled shift. Officers should notify their supervisor immediately after receiving a subpoena. Except as required in the course of their employment, full-time officers will not be granted paid leave to appear in court as a witness at the request of any party other than the Township. Full-time officers are free to use any available PTO to appear as a witness.

Section 5. Full-time officers who are excused for jury duty or witness leave and are able work two (2) hours or more of their regular shift that day are expected to do so.

Section 6. Time paid under this Article will not be calculated as hours worked for the purpose of paying overtime premiums.

ARTICLE X **COURT AND MAGISTRATE APPEARANCES**

All full-time officers shall be paid their regular rate of pay for all court related appearances whether such appearances occur during the officers regularly scheduled shift or during off-duty hours. Officers will be paid any overtime premiums in accordance with Article IV of this Agreement. Full-time officers shall be reimbursed for parking fees documented by a receipt for court related appearances. Full-time officers will also be reimbursed mileage at the prevailing IRS standard mileage rate if the full-time officer's personal vehicle is used to travel to a court related appearance.

ARTICLE XI **BENEFITS**

All full-time officers shall be entitled to participate in the Township's group health insurance plan which provides full-time officers and their dependents access to medical insurance benefits. This coverage includes optional vision and dental insurance, the premiums for which are paid in full by the eligible full-time officers. All full-time officers are also entitled to participate in the Township's life insurance and long term disability programs. The Township reserves the right to change providers and coverage of any of the above-referenced programs at any time, and will provide full-time officers with the notice of any changes.

ARTICLE XII
PENSION

All full-time officers shall be enrolled in a pension plan maintained by the Township and the Pennsylvania Municipal Retirement System (the "Plan") subject to the terms set forth in the Frazer Township Police Pension Plan Agreement dated September 2, 2008, as amended from time to time. All full-time officers shall contribute 5% of their total compensation to the Plan.

ARTICLE XIII
REGIONALIZATION OF POLICE SERVICES

It is recognized that the Township, at its sole discretion, may enter into an agreement to create a regional police department, thereby disbanding the Frazer Township Police Department. The Union waives any obligation to bargain with the Township with respect to the Township's decision to join a regional police department.

ARTICLE XIV
WAIVER

The parties acknowledge that each has the right and opportunity to make demands and proposals with respect to any and all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated and the terms of this Agreement were arrived at after free exercise of such rights and opportunities. Therefore, it is understood and agreed that neither party has any further obligation to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and/or signed this Agreement

ARTICLE XV
SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by any proper legislative or judicial action to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and both parties agree to implement these legislative or judicial changes without reopening this Agreement.

ARTICLE XVI
TERM OF AGREEMENT

This Agreement shall be in force and effect from the first day of January 2020 until December 31, 2021 and may not be reopened during such time without the mutual written consent of both parties.

ARTICLE XVII
MISCELLANEOUS

Section 1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its principals regarding conflicts of law.

Section 2. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed, except as permitted by law, without written amendment approved by both the Township and the Union.

Section 3. Interpretation. For purposes of this Agreement, any words used in the masculine shall include the feminine and neuter, and any words used in the singular shall include the plural, and vice versa. Additionally, for purposes of this Agreement, the Township and the Union may be collectively referred to as the "parties" and individually as "party". Further, the section and paragraph headings to this Agreement are for convenience and reference only, and the words contained the section and paragraph headings shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

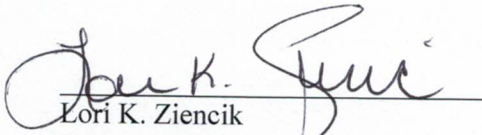
Section 4. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all such counterparts taken together shall constitute one and the same instrument. Executed counterparts may be provided by the parties in facsimile form or in the form of scanned PDF/electronic documents, and execution in these manners shall be deemed to be execution in the original.

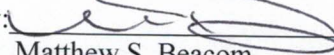
THIS AGREEMENT is made by virtue of a motion of the Township Board of Supervisors passed at its meeting on January 6, 2020.

IN WITNESS WHEREOF, the Union has caused this Agreement to be duly executed by its proper corporate officers, and the said Township has caused this Agreement to be duly executed and its seal to be affixed and duly attested by its proper officers on the day and year written above.

ATTEST:

TOWNSHIP OF FRAZER



Lori K. Ziencik
Township Secretary


By: 
Matthew S. Beacom
Chairman, Board of Supervisors

(SEAL)

ATTEST/WITNESS:

FRAZER TOWNSHIP POLICE ASSOCIATION


Name: CHIEF TERRY KUHN

By: 
Name: Aaron L. Scott
Title: Sergeant