

COLLECTIVE BARGAINING AGREEMENT

AND NOW, this 6th day of January, 2020, it is hereby agreed between the Borough of Blawnox, a Municipal Corporation in the Commonwealth of Pennsylvania, whose address is 376 Freeport Road, Blawnox, Pennsylvania, 15238, hereinafter referred to as the "Borough"

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The Blawnox Police Department, an incorporated association in the Borough of Blawnox, and the members thereof, hereinafter referred to as the "Police Department" that;

WHEREAS, the Borough and the Police Department have negotiated concerning the terms and conditions of this Agreement pursuant to the provisions of Act III of the Commonwealth of Pennsylvania, enacted June 24, 1968; as amended; and

WHEREAS, the Borough desires to employ the Police Department to provide police protection for the property, residents and visitors in the Borough of Blawnox; and

WHEREAS, the Police Department desires to be employed by the Borough and to provide the aforesaid police protection.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto covenant and agree as follows:

ARTICLE I – DURATION

Pursuant to the requirements of Act III of 1968, as amended, this Agreement shall be binding upon the parties hereto, their successors and assigns, from January 1, 2020, to and including December 31, 2022.

ARTICLE II - MANAGEMENT RIGHTS

Except as expressly limited by applicable law or provisions of this Agreement, the Borough shall have and retain solely and exclusively all managerial responsibilities and rights to manage the Borough business, including the right to determine adequate employee staffing for all work duties.

Section 1. The Borough reserves all rights and powers conferred upon it by the Constitution and laws of the Commonwealth of Pennsylvania and of the United States, except as specifically limited by this Agreement.

Section 2. The management of the Borough and direction of the work forces vested exclusively with Council and the Mayor, except where expressly abridged by a specific provision of this Agreement.

Section 3. Nothing contained in this Agreement shall be in any way construed so as to limit or diminish the authority of Council and the Mayor to operate, manage and direct the Police Department and its individual members, to increase or decrease the size of the Police Department, to promote, demote, suspend, discipline or discharge any member thereof, or in any other way limit the authority of the Borough except as to the provisions of this Agreement, as set forth herein.

ARTICLE III – DEFINITION

Section 1. The term "Employee" when used in this Agreement refers to all full-time and part-time employees who are sworn Police Officers and functioning as such, excluding employees considered managerial.

Section 2. Overtime. Overtime shall be defined as all hours worked in excess of forty (40) hours per week and all hours worked in excess of eight (8) hours per twenty-four (24) hour workday.

ARTICLE IV – SALARY

- A. The base salary of each officer shall increase in the amount of 2.5% in the contract year 2020, to a base salary of \$65,713.45;

The base salary of each officer shall increase in the amount of 2.5% in the contract year 2021, to a base salary of \$67,356.29;

The base salary of each officer shall increase in the amount of 2.5% in the contract year 2022, to a base salary of \$69,040.20.

- B. Effective January 1, 2020, the hourly rate of the base pay will be based on 2080 hours per year. For example, if an officer's base salary is \$65,713.45 per year, their hourly rate would be \$31.57 per hour;

Effective January 1, 2021, the hourly rate of the base pay will be based on 2080 hours per year. For example, if an officer's base salary is \$67,356.45 per year, their hourly rate would be \$32.38 per hour; and

Effective January 1, 2022, the hourly rate of the base pay will be based on 2080 hours per year. For example, if an officer's base salary is \$69,040.20 per year, their hourly rate would be \$33.19 per hour.

- C. The base salary for a new a full-time Police Officer hired on or subsequent to January 1, 2020 shall be \$65,713.45 per year, payable as follows:

1. In the first year the rate shall be 80% of the base salary;
2. In the second year the rate shall be 90% of the base salary plus yearly percentage increases if applicable; and
3. In the third year the rate shall be 100% of the base salary plus yearly percentage increases if applicable.

ARTICLE V – VACATIONS

- A. During the life of this Agreement, the following schedule of vacation benefits shall apply:

1. after one year of service - 1 week
2. after two years of service - 2 weeks
3. after seven years of service - 3 weeks
4. after fifteen years of service - 4 weeks
5. after twenty years of service - 5 weeks

All new officers hired after January 1, 2016 should receive a maximum of four (4) weeks vacation as follows:

1. after one year of service - 1 week
2. after two years of service - 2 weeks
3. after seven years of service - 3 weeks
4. after fifteen years of service - 4 weeks

B. A Police Officer shall be entitled to one-half of his vacation benefit as provided for in Article V-A above, if he shall have worked a minimum of seven hundred (700) hours during the preceding calendar year. A Police Officer shall be entitled to receive the maximum benefit as provided in Article V-A above, if he shall have worked one thousand four hundred (1400) or more hours during the preceding calendar year. In the case of a Police Officer with less than one year of service, the amount of any vacation benefit shall be recommended by the Office of the Mayor with approval being granted by Borough Council.

C. Vacations will be selected in the order of the Police Officer's employment seniority.

D. No vacations will be selected during a week containing any of the paid holidays: Christmas, New Year's Day, Thanksgiving, and the day after Thanksgiving. Vacations may be selected by any officer who has the following paid holidays off: Good Friday, Memorial Day, Fourth of July and Veterans Day.

E. Three (3) weeks notice must be given to the Chief of Police when requesting vacations, except as otherwise agreed upon by the Chief of Police and any Police Officer.

F. It is mandatory that a Police Officer take the vacation entitled to him and earned during the preceding calendar year. Failure to do so by a Police Officer shall result in the Officer losing his vacation time for that calendar year in which he did not take his vacation.

If a Police Officer is requested to work by the Office of the Mayor during the period of time he has scheduled for vacation, and if such Officer is not able to take a vacation during the calendar year under these conditions, the Officer will be paid an amount equal to the sum paid on straight time basis for the amount of vacation time forfeited during the second pay period of the month of December for that year.

No two (2) employees may schedule a vacation period at the same time, except in extreme emergencies and upon approval by the Mayor.

G. After five (5) years of service, all officers shall have the option of taking one (1) week of vacation in daily increments with three (3) weeks written notice to the Chief of Police, pursuant to Sub-Paragraph (E) of this Article.

ARTICLE VI – SENIORITY

Section 1. Seniority shall be defined as the length of continuous service an employee has had with the Borough from his last date of hire. Seniority shall accrue during absence due to layoff, disability due to accident or illness, or other authorized leaves of absence, provided it is not terminated in accordance with Section 2 below.

Section 2. An employee's seniority shall be broken for any of the following reasons:

A. Voluntary termination of employment, including retirement. A written resignation is deemed accepted when delivered to the Mayor, Council or Borough Manager. However, any oral resignation may be successfully withdrawn by the employee making it if he does so in writing and within forty-eight (48) hours from the time the employee makes his oral resignation.

B. Discharge for just cause.

C. When recalled from layoff, upon his failure to return to work within a period of forty-

eight (48) hours after the employee has received notification to so return.

D. Acceptance of other employment while on leave of absence, including sick leave, unless approved by the Mayor.

E. Layoff in excess of twelve (12) months.

F. Immediately upon the issuance of a final determination by a certified physician, chosen and paid for by the Borough, that an employee is permanently and totally disabled from performing the work of a police officer, unless exempted by the Heart and Lung Act.

G. Failure of the employee to return within forty-eight (48) hours upon release of a certified physician that the employee is deemed fit for duty to perform the functions of a Police Officer.

H. When an employee is absent from scheduled work without calling off pursuant to the Borough call-off procedures for three (3) consecutive work shifts, unless the employee can demonstrate a reasonable basis for his failure to so call off.

Section 3. When an employee whose seniority has been broken by any of the causes, identified in Section 2 immediately above, is hired again the employee's seniority shall begin to accrue as of the date of absence plus a maximum of twelve (12) months, or the actual time of seniority broken, whichever is the lesser amount.

Section 4. All new full-time employees, hired subsequent to this Agreement, shall be considered probationary employees for a period of one (1) year from their most recent date of employment. During an employee's probationary period, he shall have no seniority rights and he shall have no right to holiday pay, death leave or any other ancillary benefit under this Agreement with the exception of compensation of salary, unless approved by the office of the Mayor, and except those

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hospitalization benefits as set forth in Article XII of this Agreement after the probationary employee has completed ninety (90) days of employment. A probationary employee may be summarily dismissed during his probation at the sole discretion of the Borough without being subject to the grievance procedure defined herein. A probationary employee, upon completion of this probationary period, shall be entitled to seniority credited retroactive to his most recent date of employment.

Section 5. Seniority of employees who are hired on the same day shall be determined by the lower of the last four (4) digits in the employee's social security number.

ARTICLE VII - LONGEVITY PAY

For Officers hired prior to January 1, 2016, the following schedule of longevity shall prevail:

- A. \$24.00 after five (5) years;
- B. \$48.00 after eight (8) years;
- C. \$72.00 after twelve (12) years;
- D. \$106.00 after sixteen (16) years; and
- E. \$130.00 after twenty (20) years.

All Police Officers hired after January 1, 2016 shall receive no longevity pay.

ARTICLE VIII - UNIFORM AND MAINTENANCE ALLOWANCE

Each Police Officer shall receive a uniform, equipment, and a uniform maintenance allowance of up to a maximum of Four Hundred Fifty (\$450.00) Dollars per year. Responsibility for administering such allowance shall be through the Office of the Mayor. Any new full-time Police Officer hired by the Borough shall be issued a complete set of uniforms and the following equipment during the initial year of employment as set forth on Exhibit "C".

Each Police Officer, Full or Part Time, shall be provided a bullet-proof vest on being hired,

unless the Officer already owns one meeting the Borough's specifications, and new bullet proof vests when the Guaranty on the existing vest expires.

Upon separation of employment with the Borough, the subject Officer shall return all equipment, including any bullet proof vest purchased by the Borough, and uniform to the Borough through the Office of the Mayor.

ARTICLE IX - LIFE INSURANCE

During employment with the Police Department, each Police Officer shall be covered by Fifty Thousand (\$50,000.00) Dollar term life insurance, or a term life insurance policy equal to two times the officers base salary, whichever is less, as provided by the Borough. Such policy shall contain a double indemnity clause with no cost to the Police Officer. At his option, additional coverage is available with the additional premium to be paid by the Police Officer.

ARTICLE X - HOURS OF WORK AND WORK SCHEDULES

Section 1. The Borough reserves the exclusive right to determine work schedules and to determine the number of employees, if any, to be used during any work shift in accordance with the terms of this Agreement. The Borough will make every effort to insure that there is a fair distribution of work shifts.

Section 2. The workday shall be defined herein as twenty four (24) consecutive hours commencing with the employee's shift starting hour.

Section 3. A regular workweek shall consist of five (5) consecutive eight (8) hour days, whenever possible. Workweeks shall begin at 7:00 a.m. Sunday, and conclude at 6:59 a.m. the following Sunday. A regular work day will consist of twenty-four (24) hour work shift which shall begin at 7:00 a.m. and conclude at 6:59 a.m. on the following day.

Section 4. Time and one-half (1 1/2) shall be paid for all hours worked in excess of forty (40) hours during any work week along with any holidays worked.

Time and one-half shall be paid for all hours worked in excess of eight (8) hours per each twenty-four (24) hour shift.

Section 5. For the purposes of this Agreement, there shall be two types of overtime, scheduled and unscheduled overtime.

The Office of the Mayor and/or Chief of Police shall have full discretion to arrange the scheduling of all scheduled and unscheduled overtime. The scheduling of all scheduled and unscheduled overtime shall include the use of all full-time and part-time Police Officers at the discretion of the Office of the Mayor and/or the Chief of Police.

Section 6. It is understood that the Borough retains sole discretion to determine the number of employees, if any, to be used on overtime, in accordance with this Agreement.

Section 7. When a situation occurs that imposes a threat to the public's health, safety or welfare, it is agreed that any employee may be assigned to the abatement of that situation, regardless of whether the work is overtime or not, without violating this Agreement, but shall receive all compensations according to the terms of this Agreement.

Section 8. All employees shall be required to work overtime in event of an emergency that necessitates the working of such overtime.

Section 9. Except for emergencies, the Borough will notify employees in advance, whenever possible, of any changes in their work schedule.

Section 10. An employee called into work at a time when he is not regularly scheduled, shall be guaranteed a minimum of two (2) hours pay.

Section 11. Overtime pay shall be paid no later than the regular payday in the pay period following the period in which the overtime is worked. It is the responsibility of the employee to submit an overtime voucher to the Chief of Police for approval, which will not be unreasonably denied, of overtime pay prior to the end of that pay period.

ARTICLE XI - PAID HOLIDAYS

Each Police Officer shall receive eleven (11) paid holidays, paid at the rate of time and one-half, annually during the life of this Agreement. Such holidays shall be as follows: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, and Christmas Day.

ARTICLE XII – HOSPITALIZATION

During the life of this Agreement, the following hospitalization provisions shall prevail:

A. Each full-time Officer shall pay the sum of three and one-half (3.5%) percent of the employee's base pay (also referred to as the "employee contribution") in addition to any office co-pays, prescription drug co-pays or costs required in the Schedule of Benefits for the UPMC Gold HSA \$2,000.00 Plan. A Schedule of Benefits shall be supplied to each full-time Officer. The Borough shall arrange for each Officer to have the option to participate in a pre-tax deduction plan for the employee contribution obligation.

B. The Borough shall have the option to change the health insurance plan identified in Subparagraph A above as long as the health benefits, and not the cost for the benefit, are equal to or greater than the current plan. The parties agree to follow the process outlined below if the Borough intends to change health care providers. The Borough will issue a Request for Proposals at least six (6) months before the end of the health care plan year. Plan providers will have a period of thirty (30)

calendar days to submit proposals. The Borough will have fifteen (15) calendar days from the date provider proposals are due to summarize, compare and evaluate the proposals. If the Borough elects to change health care providers, it will have five (5) calendar days from the end of the evaluation period to notify the Police Department of its intention to change providers. The Police Department will have fifteen (15) calendar days from the receipt of the written notice above to evaluate the Borough's proposed health care plan. Subsequently, the Borough and Police Department will have an additional fifteen (15) days to negotiate changes to the proposed plan. If the parties cannot agree that the proposed plan is equal to or better than the current plan or to requested changes by the end of the fifteen (15) day negotiating period, the matter will be referred to arbitration immediately. The Arbitrator will be chosen by mutual agreement of the parties from a panel of three (3) Arbitrators. The Arbitrator will have sixty (60) days from the date of the Arbitration to determine if the new health care plan provides equal or better coverage. If the Arbitrator determines that the proposed plan does not provide equal or better coverage, the Borough may not change health care providers. If the Borough exercises the option to change the existing health insurance plan and if an increase in the deductibles are a result of said change, the Borough shall pay the difference between the deductibles incurred by the Officers in the existing plan and the new plan.

C. Each police Officer shall have the option to opt-out of the Health Insurance Plan of the Borough and if the Officer elects the option, the Borough shall pay to each Officer the sum of Three Hundred (\$300.00) Dollars per month. If an Officer is required to opt back into the Borough's Health Insurance Plan because of the loss of alternative insurance coverage, the Borough shall permit the Officer to opt back into the health insurance plan, subject to the rules and regulations of the current health insurance provider and the proration of any monies paid to the Officer while the Officer

participated in the alternative health insurance plan.

D. Police Officers who are disabled in the line of duty will continue to receive hospitalization in accordance with the provisions of the Enforcement Officer Disability Benefits Law (Heart & Lung Act), Act of 1935, P.L. 47, No. 193.

ARTICLE XIII - PAY FOR SCHOOL

A. Each Police Officer shall be paid for any mandatory training stipulated by the Borough or State Law.

B. Each Police Officer shall receive compensation at the rate of time and one-half for mandatory training while also being requested to work a regular eight (8) hour shift or on days off.

ARTICLE XIV - BEREAVEMENT PAY

A. Four (4) days off for death of spouse or children. Three (3) days off for death of father, mother, brother and sister.

B. Two (2) days off for death of father-in-law, or mother-in-law.

C. One (1) day off for death of grandparents, brother-in-law or sister-in-law.

ARTICLE XV - PAY FOR JUVENILE OFFICER'S MEETING AND OTHER RELATED POLICE MEETINGS

The Police Officer so designated to be the Blawnox Police Department's Juvenile Officer shall be paid Twenty (\$20.00) Dollars per meeting for attending the Fox Chapel Area School District Juvenile Officer's meeting. Such attendance shall be subject to the approval of the Office of the Mayor.

ARTICLE XVI - PERSONAL DAYS

During the life of this Agreement, the following procedure on personal days will be adhered to:

A. Each officer shall receive one (1) personal day per year. Personal days may be accumulated up to two (2) days, however, if not used, shall be paid the prevalent daily wage for the accumulated personal days over two (2) personal days.

B. Any officer with over twenty (20) years of service shall receive two (2) personal days per year.

ARTICLE XVII - CRIMINAL AND CIVIL SUITS

The Borough shall pay the legal expenses for each Police Officer in the event of any criminal or civil suit filed against the Officer for the performance or nonperformance of their duties. Counsel for the Police Officer shall be chosen by mutual consent of the Borough and the Officer, if there is no applicable insurance coverage.

ARTICLE XVIII - GRIEVANCE PROCEDURE

During the life of the Agreement, the following grievance procedure shall be adhered to:

A. No Police Officer shall be disciplined, terminated, suspended, reprimanded, reduced in salary or compensation, or denied any personal advantage without just cause.

B. Any regular Police Officer having a grievance shall first discuss it orally within ten (10) days from the occurrence with his superiors, the Chief of Police and/or the Mayor. The Chairperson of the Wage and Policy Committee shall be the sole representative of the aggrieved police officer at this step of the grievance procedure, however, the aggrieved Police Officer may be jointly represented by legal counsel at the aggrieved officer's request.

C. The aggrieved Police Officer shall have the Chairperson of the Wage and Policy Committee available at this discussion. If, in the case the Chairperson is the aggrieved Officer, he then shall have a right to have any other Officer of the Blawnox Police Department available at the

discussion. The aggrieved Officer may request a written reply to his grievance. Such reply shall be submitted from the Chief of Police and/or Mayor in writing and shall be returned to the aggrieved Officer within ten (10) days of the final meeting.

D. If the grievance has not been settled to the satisfaction of the aggrieved Police Officer in the first step, it shall be reduced to writing, and the aggrieved Officer and the Chairperson of the Wage and Policy Committee shall request, in writing, an executive session with the Borough Council, by submitting such request in writing to the President of the Borough Council within ten (10) days after the written reply from the Chief of Police and/or the Mayor to the aggrieved Officer. If the request for an executive meeting is granted, the Borough Council must reply in writing to the aggrieved Officer within ten (10) days from the executive session. However, if the Borough Council fails to set a date for an executive session or the grievance within ten (10) days of the receipt of such a request, and if the Officer is not satisfied with the reply of the Borough Council, the aggrieved Officer may then request in writing to the President of Council that the grievance be submitted to arbitration. Such notice must be given ten (10) days after the Borough Council's failure to set an executive session date or ten (10) days after the written reply of the Borough Council is received. The hearing before the Borough Council shall not be waived by either party.

E. Within ten (10) days of the receipt of the request for arbitration, the Wage and Policy Committee and the aggrieved Officer shall request the American Arbitration Association to provide a panel of not less than seven (7) arbitrators from which the Borough and the aggrieved Officer will select the arbitrator by each one alternatively checking off a name of an arbitrator and the arbitrator left shall be designated as the arbitrator. Such arbitrator shall not have the power to add to, disregard, or modify any of the terms and conditions of this Agreement. The scope of the arbitration shall not

exceed the meeting and application of the provisions of this Agreement and shall, in any event, be limited to the specific subject matter submitted to the arbitrator. The decision of the arbitrator shall be final and binding upon the aggrieved officer and the Borough. Such decision shall be rendered within thirty (30) calendar days. The expense and salary incident to the services of the arbitrator shall be paid by the losing party and shall be determined by the arbitrator.

F. When a grievance has been settled or sustained in whole or in part, the arbitrator's award shall be paid or executed by the loser within ten (10) days after the receipt of the decision of the arbitrator.

G. The Borough Council, the aggrieved Police Officer, the Wage and Policy Committee and/or their counsel may, after an arbitration hearing that has been set in before such hearing day, have more meetings in an attempt to settle the grievance. This Article shall not in any way stop the due process of the degree of the grievance procedure unless the grievance is settled to the satisfaction of the aggrieved Officer.

H. The provisions of this Article may be waived by written consent of the parties, except the hearing before Council.

ARTICLE XIX - RESIDENCY REQUIREMENT

Each Police Officer is required to reside within a seven (7) mile radius of the Borough's boundaries.

ARTICLE XX - LEAVE FOR DISABILITY

A. Job Related

1. The Borough agrees to cooperate toward the prompt settlement of employee on-the-job injury claims, when such claims are due and owing as required by law. The Borough

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shall provide Worker's Compensation protection for all Officers or the equivalent thereof if the injury arose out of or in the course of employment.

2. The Borough shall also institute a Worker Compensation Policy as outlined in Exhibit "A" (attached).
3. The Borough reserves the right to call back a Police Officer to perform light duty with the permission of the attending physician.
4. Any provision of the Heart & Lung Act takes precedence over any of the above points.
5. It shall be the responsibility of the Police Officer to maintain his/her qualification and certification as a Police Officer while the Officer is off on a work-related or non-work related injury. The responsibility to maintain their qualification and certification is required as long as the Officer is physically able to do so. Each Officer shall bear the responsibility to notify the Borough, within a reasonable period of time, of the Officer's return to work so that the Borough can arrange for any qualification or certification procedures. The failure of any Officer to maintain their qualification and/or certification as set forth above shall subject the Officer to possible disciplinary action pursuant to this Agreement.

B. Non-Job Related Sickness or Injury

1. Each Officer shall be entitled to the following:
 - (a) Each Officer will be entitled to seven (7) paid sick days per year. Officers will be able to accumulate two (2) unused sick days per year up to a maximum of fourteen (14) sick days. Any unused sick days, not available for accumulation, shall be lost. The accumulation of sick days up to a maximum of fourteen (14) may only be used for actual sick days and there will be no buy-out of the accumulated sick days at the time of retirement. If two (2) consecutive sick days are used by an officer, a doctor's excuse is mandatory.
 - (b) All Officers will be required to use their sick days

before they will be entitled to compensation under the Borough's Sick and Accident Policy. For example, if an officer has used none of his seven (7) sick days and incurs a non-job related illness, the Officer must use his seven (7) sick days before he is entitled to the appropriate sick and accident benefit (60% of base pay). If an Officer has used three (3) sick days and incurs a non-job related illness or injury, the Officer will be required to use the remaining four sick days and three other paid or unpaid leave days before the Officer will be entitled to the appropriate benefit under the Borough's Sick and Accident Policy. Once applicable, the employee shall receive the Borough's sick and accident benefits for the first ninety (90) days of the sickness or injury.

2. After the 90th day of sick and accident benefits, the Officer shall be entitled to the Long-Term Disability benefits provided by the Borough's insurance carrier as outlined in Exhibit "B" attached.
3. The Borough reserves the right to require independent medical reviews for any and all sickness and injuries.

Any provision of the Heart & Lung Act takes precedence over any of the above points.

ARTICLE XXI- RESPONSIBILITY OF THE POLICE OFFICERS OF THE BOROUGH

The Police Officers of the Borough will be responsible to perform any just and lawful order by the Mayor of the Borough.

ARTICLE XXII - COURT TIME

During the term of this Agreement, the following procedure will be followed in regard to court time:

- A. Each Police Officer subpoenaed to District Court, Coroner's Inquest, Juvenile Court, Pre-Trial Hearings, Criminal Court or Civil Court, shall receive the following rates of pay:

1. District Court – for any time spent for the first two (2) hours, two (2) hours at the regular rate of pay, time and one-half, if applicable. After the first two (2) hours, the Police Officer will receive a regular hourly wage, and time and one-half if applicable.
2. All other court time - for any time spent between one (1) and four (4) hours, the officer will receive 4-hours regular wage, time and one-half if applicable. For any time spent in excess of four (4) hours, the officer shall receive his regular hourly wage for the exact hours worked, and time and one-half if applicable.
3. The Police Officer shall retain all witness fees paid to the Police Officer.

ARTICLE XXIII – MISCELLANEOUS

A. In the event of merger with another police department, the Wage and Policy Committee shall be contacted regarding all aspects of the police merger. In no way does this imply that the Wage and Policy Committee has the ability to participate in or inhibit negotiations with another municipality.

B. The following items are also provided under this Agreement:

1. Accident and Health Insurance; (short term - first ninety (90) days); (Reference Page 18, Article XX, B-2)
2. False Arrest Insurance.

C. Service Increment – The Borough agrees, as per SBO 394, Section 5 to change the maximum length of service increments to One Hundred (\$100.00) Dollars per month for each completed year of service in excess of twenty-five (25) years with a maximum of Five Hundred (\$500.00) Dollars per month after five (5) completed years in excess of twenty-five (25) years, i.e. year twenty-six (26) through year thirty (30). Such length of service shall be paid in addition to the monthly pension or retirement allowance. This section only applies to full-time years of service. The

Police Department agrees that all full-time officers are obligated to increase the officers pension contribution if required by an actuary study resulting from the increase of the service increment from Twenty-Five (\$25.00) Dollars per year to a maximum of One Hundred (\$100.00) Dollars per year and a total of Five Hundred (\$500.00) Dollars.

ARTICLE XXIV – LEGALITY

Both parties hereto specifically agree that it is their intent that this Agreement, under all circumstances and in every respect, shall comply with all applicable statutes, governmental regulations and judicial decisions. In the event that some aspect of this Agreement shall be found not to comply with applicable statutes, governmental regulations and judicial decisions, the parties shall immediately bargain concerning adjustments in the Agreement designed to make the Agreement comply with the applicable statute, governmental regulation or judicial decision with which it is at odds.

ARTICLE XXV – SEPARABILITY

In the event any of the terms or provisions of this Agreement shall be found invalid or declared unenforceable by reason of any Federal or State statute, or Federal or State directive, rule or regulation, now in effect or hereinafter to become effective, or by reason of the decision of any Federal or State Court, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof, unless the other terms or provisions are directly affected by the section declared invalid or unenforceable. The parties thereupon may, within thirty (30) days, meet to discuss said invalidity or unenforceability.

ARTICLE XXVI - PART-TIME POLICE OFFICERS

An hourly rate for all part-time officers shall be as follows:

- a. Beginning January 1, 2020, shall be Eighteen (\$18.00) Dollars per hour;
- b. Beginning January 1, 2021, shall be Nineteen (\$19.00) Dollars per hour; and
- c. Beginning January 1, 2022, shall be Twenty (\$20.00) Dollars per hour.

Part-time police will not receive any benefits, other than wages, as identified herein.

The initial clothing allowance for all part-time Police Officers shall be administered by the Office of the Mayor and the equipment for each new part-time officer shall be determined from the list of equipment identified in Exhibit "C". Each part-time officer shall be granted an annual uniform allowance, the responsibility of which shall be determined by the Office of the Mayor. If a vest is purchased for a part time police officer and the part-time police officer leaves the employment with the Borough and takes the vest with them they must pay back to the Borough, on a pro-rata basis, a reasonable amount that will be established by the Mayor. Said pro-rata basis is attached hereto as Exhibit "D".


IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers and representatives and intending to be legally bound hereby, have hereinafter affixed their hands and seals this 6th day of January, 2020.

BLAWNOK POLICE DEPARTMENT

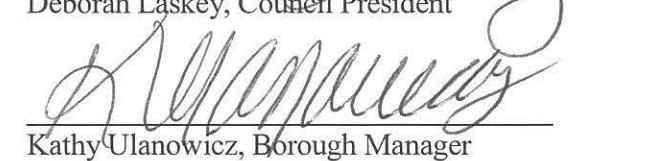


Michael P. Munk

BOROUGH OF BLAWNOK



Deborah Laskey, Council President



Kathy Ulanowicz, Borough Manager