

JUN 17 2019

AGREEMENT

Between

THE BOROUGH OF BELLEVUE

A Home Rule Charter Municipality,

AND

THE ASSOCIATION OF BELLEVUE POLICE

January 1, 2019 through December 31, 2022

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AGREEMENT PAGE

HISTORY

THIS AGREEMENT, made and entered into this _____ day of _____ 2019, between the BOROUGH OF BELLEVUE, a Home Rule Charter Municipality, hereinafter sometimes referred to as "Borough" and the ASSOCIATION OF BELLEVUE POLICE, hereinafter referred to as "Police", was the result of collective bargaining under Act No. 111 of the General Assembly of the Commonwealth of Pennsylvania.

All prior arbitration awards and agreements are herein incorporated by reference, and the provisions of the awards and agreements shall be applicable except as modified herein or by mutual written agreement between parties.

ARTICLE 1 **RECOGNITION**

Pursuant to Act 111 of 1968, the Borough of Bellevue, as employer, recognizes the Association of Bellevue Police as the exclusive bargaining agent for all member of the police department in compliance with the Pennsylvania Labor Relations Board Certification No. PF—R-90—W.

ARTICLE 2 **TERM OF AGREEMENT**

The term of this Agreement shall be four (4) years; that is, commencing January 1, 2019 and terminating December 31, 2022.

The Borough and the Association agree that this contract can be declared to be null and void within thirty days upon approval and authorization to consolidate the Bellevue Police Department with another department or departments. As such, the terms and conditions of this contract should not be considered as a deterrent to contemplating or finalizing any such consolidation of Police Services.

ARTICLE 3

MANAGEMENT

The parties hereto recognize and agree that the Borough of Bellevue, through its Mayor and the Town Council of the Borough of Bellevue, shall direct the operation of the Police Department as provided by the laws of the Commonwealth of Pennsylvania and the Ordinances and Resolutions of the Borough of Bellevue, except as expressly provided by certain terms and conditions as set forth in this Agreement.

The operation of the Police Department includes, but is not limited to, the right to:

- A. Direct the Officers of the Borough of Bellevue Police Department.
- B. Hire, promote, transfer, assign and retain employees in positions, and to suspend, demote, discharge or take disciplinary action against said Officers.
- C. Relieve employees from duties for legitimate reasons.
- D. Maintain the efficiency of the Borough of Bellevue in supplying Police protection.
- E. Determine the methods, means, job classifications and personnel by which such Police protection is to be supplied.
- F. Take whatever actions may be necessary to carry out the missions of the Police Department of the Borough of Bellevue in situations of emergency.
- G. Determine reasonable schedules of work and duties and establish the methods and processes by which such work and duties are performed.

ARTICLE 4

GRIEVANCE PROCEDURE

The parties hereto because of entering into this Agreement fully expect and intend that the relationship between the parties hereto shall have been fully settled for the term of the Collective Bargaining Agreement.

The parties agree hereby to exercise this Agreement in good faith and carry out the terms and conditions of this Agreement in the same manner. In the event any dispute arises out of the provisions of this Agreement or the interpretation thereof, such disputes shall be settled by the following grievance and arbitration procedure:

- A. The purpose of the procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise affecting the Police Officers of the Borough. This would include the handling of complaints of Officers by the Chief of Police when possible.

B. Both parties agree that the proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

1. Definitions

(a) A grievance is hereby defined as (1) a complaint by an Officer or group of Officers or entire shift of Officers or the entire Police force regarding the meaning, interpretation or application of any provision of this Agreement. Grievances may also be filed in all matters dealing with discipline and disputes involving the Heart and Lung Act; and/or (2) the Borough or any of its agents acting in bad faith or in an arbitrary or capricious manner contrary to this Agreement or established policies or practices governing or affecting the Officers covered by this Collective Bargaining Agreement, and/or (3) the filing by the Borough of a formal written reprimand.

In those areas in which the Borough has management rights, the exercise of said rights without consultation with the members of Police force or their representatives shall not constitute "acting in bad faith or in any arbitrary or capricious manner."

(b) An aggrieved person is a person(s) who may make a claim including the entire Police force. This shall include the entire Police force in a group grievance situation.

2. Procedure - Time Limit

Since it is important that the grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as the maximum and every effort should be made to expedite the process. In the event that the Borough should not respond in the required amount of time, the grievance shall be considered denied and the grievance may then be appealed to the next step of the grievance process in accordance with the procedure set forth below. In the event that the grievant or his representative does not file a grievance appeal at the next step in the process in the specified amount of time after receiving a response at any level, it will be construed by the Borough that the grievant and the Association agree and accept the disposition of the matter formulated in the last response. The time limit specified, however, may be extended to a specific number of days by mutual agreement in writing by both parties.

3. Grievance Levels

(a) Level 1 - The grievance shall be filed in writing within thirty (30) calendar days of its occurrence with the Chief of Police of the Borough and with the Director of Administrative Services of the Borough of Bellevue. The Chief of Police shall answer the grievance in writing within fifteen (15) calendar days of the filing of said grievance. In the event the Chief of Police is absent due to illness, vacation, or other similar reason, the grievance shall be filed with the Mayor, and the Mayor shall answer the grievance in writing within fifteen (15) calendar days of the filing of said grievance.

(b) Level 2 - In the event that the grievant or aggrieved person is not satisfied with the disposition of the grievance at the first level, he shall file the grievance in writing with the Mayor of the Borough within fifteen (15) calendar days of the response at Level 1. The Mayor has fifteen (15) calendar days to respond, in writing, to the grievant or aggrieved person. In the event the Mayor is absent, due to illness, vacation, or other similar reason, the grievance shall be filed with the Acting Mayor of the Borough, who shall have fifteen (15) calendar days to respond, in writing, to the grievant or aggrieved person.

(c) Level 3 - In the event that the grievant or aggrieved person is not satisfied with the disposition at Level 2, he shall file within fifteen (15) calendar days a grievance in writing with the Town Council of the Borough, which shall have fifteen (15) calendar days after its next regular meeting to file an answer with the grievant or aggrieved person in writing.

(d) Level 4 - (1) In the event that the grievant or aggrieved person is not satisfied with the disposition at Level 3, the grievant or aggrieved person, or a duly authorized representative, shall within fifteen (15) calendar days of the last response ask that said grievance be filed in writing with the Arbitrator selected by the parties as hereinafter provided, for final disposition by said Arbitrator.

(2) Cost for said Arbitrator, but not attorneys' fees for the aggrieved person or the Borough of Bellevue, shall be divided equally between the Borough and the grievant.

(3) In the event the grievant or aggrieved person is not satisfied with the disposition at Level 3, the grievant or aggrieved person or a duly authorized representative shall ask for a list of arbitrators from the Pennsylvania Bureau of Mediation and a striking procedure will commence so that an arbitrator shall be selected. The Borough and the grievant shall alternate the option of who shall strike the first name from the list of arbitrators selected.

ARTICLE 5
WORKING CONDITIONS

No Police Officer shall be required to work or use the facilities or equipment provided by the Borough that are unsafe or hazardous or injurious to the Officer's safety, well being and welfare. Such determination shall be made by the Officer in charge of the shift if called to his attention by an Officer.

ARTICLE 6
VACATIONS

Police Officers of the Borough of Bellevue shall be entitled to the following vacation benefits:

- A. Vacation earned and available to Police Officers shall be as follows:
1. Continuous employment for
one (1) year or more but
less than five (5) years: 80 hours annually with pay
 2. Continuous employment for
five (5) years or more but
less than ten (10) years: 120 hours annually with pay
 3. Continuous employment for
ten (10) years or more but
less than twenty (20) years: 160 hours annually with pay
 4. Continuous employment for
twenty (20) years or more: 200 hours annually with pay
- B. 1. No more than two (2) weeks vacation will be taken in the months of June, July and August. Vacations during the remaining months shall be scheduled at the discretion of the Chief of Police and will be permitted to be scheduled from January 1 through December 31.

2. Two weeks of vacation shall be assigned with recognition of seniority. After such two (2) weeks assignment, additional earned vacation time shall also be assigned with recognition of seniority and rank.
3. Vacation will be scheduled so that it will begin after the Officer's pass days and end before his pass days, except during the months of June, July, August and September, during which months vacation shall commence on a Sunday and terminate on a Saturday.
4. The vacation seniority selection list shall be posted on January 1st of each contract year with all vacations being selected no later than March 31st of the same contract year. The Chief of Police or other authorized persons may provide latitude for special/unusual needs.
5. After the selection of five (5) day multiples is exhausted, selection of single days or more shall be permitted if selected in accordance with the vacation pick schedule and does not conflict with any other provision of this article or any other article.
6. The Chief of Police has the ability and the authority and may make special arrangements for the usage of vacation time by the Police Officers based on special circumstances and situations.
7. More than one Police Officer may be permitted to take vacation leave during the same calendar period at those times when a Supervisor has not scheduled a vacation and when such a vacation leave of the "second" Officer does not result in the need for overtime to provide the necessary shift coverage.

ARTICLE 7

HOLIDAYS

Each Officer shall receive one hundred (100) paid holiday hours each year, if employed throughout the year, which holidays shall be taken by December 31st of each year.

For scheduling purposes, all one hundred (100) holiday hours will become available for use at the beginning of each calendar year.

If an Officer files a written request with the Chief of Police for a paid holiday, his request shall be answered in writing within fifteen (15) calendar days. If no response is given by the Chief of Police within fifteen (15) calendars days, the request is considered granted.

A maximum of three (3) paid holidays may be used by each Officer in one half (1/2) day increments if such usage does not require the use of overtime by another Officer to provide the required coverage on a shift as determined by the Shift Supervisor.

Officers who terminate their employment with the Borough after reaching normal retirement age and the required years of service, and who are not placed on disability retirement will be paid for any unused holidays on a prorated basis of one per month for that particular calendar year. Officers who have used more than their prorated allotment will be docked for the number of days they are over.

Probationary Police Officers shall be entitled to one paid holiday for each month of service to a maximum of one hundred (100) paid holiday hours per year.

ARTICLE 8

RESIDENCY

All Police Officers shall live within a thirty-five (35) air miles of the borders of the Borough of Bellevue and only in the state of Pennsylvania.

ARTICLE 9

HEALTH INSURANCE COVERAGE

- A. The Borough shall provide each employee the option of the Highmark MBS PPO Blue Q1500 Plan or the UPMC MBS PPO Q1500 plan, a high deductible-health insurance plan that has no patient co-pays provided, however, that the Borough shall also self-insure all applicable plan deductibles and cause such deductibles to be promptly paid in full.

Effective January 1, 2019 each covered employee shall contribute seven and one-half percent (7.5%) of the premium cost for the applicable level of coverage selected and starting July 1, 2019 the employee contribution will increase to eight percent (8%) of the premium cost for the applicable level of coverage selected. Effective January 1, 2020, each covered employee shall annually contribute eight and one-half percent (8.5%) of the premium cost for the applicable level of coverage selected. Effective January 1, 2021, each covered employee shall annually contribute nine percent (9%) of the premium cost for the applicable level of coverage selected. Effective January 1, 2022, each covered employee shall annually contribute ten percent (10%) of the premium cost for the applicable level of coverage selected.

Employee contributions to premium shall be contingent upon continued subscription by the Borough to a health-insurance plan that has no patient co-pays and for which the Borough self-insures all applicable plan deductibles. Employee contributions to health care insurance premiums shall be made bi-weekly, on a pro rata basis, by means of pre-tax payroll (IRC Section 125) deductions.

The Borough retains the right to change plans or carriers for the purposes of decreasing costs or containing cost increased provided, however, the overall level of benefits does not diminish and provided, further, that written notice, which shall describe the proposed new plan and identify and proposed new carrier, is given to the Union in advance of such change. The Union retains the right to challenge any proposed material change in coverage through the grievance arbitration procedure.

If the employer receives notice or information indicating that its health care plan costs will subject the plan to the Affordable Care Act's "Cadillac Tax" excise tax, the employer will give the Union written notice of that fact and the parties will immediately negotiate changes in the plan design, plan and/or plan carrier in order to avoid the imposition of the tax. If no agreement is reached within fourteen (14) days of the employer's written notice to the Union regarding this issue, then the parties will proceed to an expedited interest arbitration proceeding in accordance with Act 111. The sole purpose for that expedited arbitration proceeding will be for the arbitration panel to modify the plan, plan design and/or plan carrier in order to eliminate the exposure to the Cadillac Tax. The decision of the arbitration panel on this issue shall be issued within thirty (30) calendar days of appointment of the neutral arbitrator.

B. The Employer agrees to pay the full premium for each regular full-time employee and for the employee's dependents for the Borough's Blue Cross/Blue Shield High Option Dental care plan or a comparable plan from another provider.

C. The Borough agrees to pay the full premium for each regular full-time employee and for the employee's dependents for the Borough's Vision Care plan offered through the Municipal Benefits Services (MBS) program or a comparable plan from another provider.

D. All obligations of the Borough to make deposits to a Health Reimbursement Account (HRA), referenced in Paragraphs E, F, G and H, will be suspended effective January 2013, or such earlier time as the Borough may convert to the Highmark PPO Blue Q1500 plan. Any unused amounts remaining in the Officers' accounts will be retained and frozen. If the borough resumes or maintains health insurance coverage for the officer which requires payment by the officers of a deductible, the subject provisions will be reinstated.

E. The Borough shall arrange for a Health Reimbursement Account (HRA) for each Officer so that the employee may access these funds for payment of medical expenses incurred by the Officer, his/her spouse or dependents in accordance with HRA rules and regulations.

F. The Borough will deposit the following sums into the HRA account for each Officer on January 1st of each year that this contract is in effect beginning in 2007 as identified herein:

Officers with "Single" coverage	\$100.00
Officers with "Husband & Wife"	
"Parent & Child(ren)" & "Family" coverage	\$500.00

G. Officers may only utilize reimbursement for actual medical expenses incurred by the Officer, his/her spouse or dependents in accordance with HRA rules and regulations. Any unused amounts remaining in the account upon the Officer's retirement will be retained and frozen. The retired Officers may access these amounts during their retirement in order to meet actual medical expenses incurred by the retired Officer, his/her spouse or dependents in accordance with HRA rules and regulations.

H. Effective January 1, 2005 - for Officers hired pre 1981 the Borough will extend HRA payments into said Officers' retirement for a period of 10 years after date of retirement, or until Medicare eligibility, whichever comes first.

I. Any Officer who does not accept coverage through the Borough will so indicate on forms provided by Blue Cross, Municipal Employers Insurance Trust, or the Borough. An Officer who does not accept coverage because he/she is covered through a spouse's plan shall be entitled to a payment of \$300.00 per month payable through the Borough's accounts payable system.

J. Officers who do not accept coverage through the Borough may re-enroll only during open enrollment periods in December of each year to be entitled to coverage for the following year. Special provisions will be made for an employee who has a significant change in status such as a spouse who dies, a divorce, a marriage, child birth, or such other major change during the calendar year in which they have opted to decline insurance coverage, subject to COBRA regulations.

K. Retirees shall, at their option, be covered with the Borough's Highmark PPO Blue Q1500 medical plan with the same terms and conditions as covered employees or a comparable plan from a new carrier. Retirees shall make arrangements with the Borough to make their payment contribution on a monthly basis. The Borough of Bellevue shall assume and pay the full premium charges during the term of this Agreement for maintenance in force for each retired Officer and his family for the Borough's PPO Blue prevailing medical plan or a comparable plan from a new carrier from the time that said Officer retires at age 55 or older until he is eligible for Medicare coverage under the Social Security program, at which time said Officer shall apply for Medicare coverage and will no longer be covered under the Borough's plan. In the event of an Officer's spouse becomes eligible for Medicare as of her own right, then the Officer shall so advise the Borough so that the Borough's coverage will apply only to the Officer.

L. Retirees shall, at their option, be covered with the Borough's Blue Cross/Blue Shield High Option dental plan or a comparable plan from a new carrier. The Borough of Bellevue shall assume and pay the full premium charges during the term of this agreement for maintaining in force for each retired Officer and his family for the Borough's Blue Cross/Blue Shield High Option dental plan or a comparable plan from a new carrier from the time that the said Officer retires at age 55 or older until he reaches the age of 65.

M. The Borough of Bellevue shall pay all the premiums during the term of this Agreement for maintenance in force for each retired Officer and his family, for the vision care plan provided by Municipal Employers Insurance Trust or a comparable plan from a new carrier from the time that said Officer retires at age 55 or older until he reaches the age of 65.

N. With respect to any health insurance and major medical coverage, and dental program coverage, and vision care coverage, the Borough of Bellevue shall have the right to change insurance carriers to obtain the least costly programs and/or comparable plans from another provider so long as the coverage provided is comparable in nature to the coverage presently provided and the coverage presently provided are not reduced.

O. In the event a Police Officer has to retire on disability retirement his/her insurance will continue to be provided by the Employer for two years after the disability retirement. After the two years of benefits they will discontinue until the retired Officer reaches the age of 55, at which time the benefits will be reinstated until the age of 65. The Officer must be vested in order to be eligible to receive benefits for the two years after the disability retirement.

P. Annexed hereto for information purposes as Exhibit "A" are the provisions of the Act of June 28, 1935, P.L. 477, as amended, 53 P.S. § 637, with respect to rights and benefits of Officers for injuries sustained while on duty.

ARTICLE 10

ACCIDENT INSURANCE COVERAGE

A. The Borough will provide Health and Accident Insurance coverage for all Police Officers, but not the families of Officers, under the same terms and conditions of the existing coverage, except that the weekly benefits for a period of twenty-six (26) weeks, after the seven (7) day waiting period, shall be at the rate of sixty percent (60%) of employees pay per week. The employee will pay fifty percent (50%) of the premium and the Employer will pay the remainder of the premium of fifty percent (50%). In the event an Officer is hospitalized, the waiting period terminates upon his hospitalization.

B. With respect to any Police Officer injured while self-employed or in the employ of another person, firm or corporation, said Police Officer is subject to the provisions of the Borough's Accident Insurance policy and the determination of the insurance company as to eligibility for benefits shall be final.

ARTICLE 11
PENSION BENEFITS

The parties hereto agree that the present pension program as prescribed by applicable State law (Act 600 and amendments) and Borough Ordinances shall continue in full force and effect except as modified herein.

A. Parties further agree that pension rights shall vest after twelve (12) years of continuous services.

B. Subject to and consistent with the limitations imposed by the statutes of the Commonwealth of Pennsylvania, each police officer shall receive an additional \$100.00 per month for each completed year of service in excess of twenty-five (25) years up to a maximum of \$500.00 per month after thirty (30) years of service.

C. In addition to monthly pension or retirement allowances or increments, each person receiving retirement benefits shall receive annual cost of living increases equal to the percentage increases in the Consumer Price Index (CPI—W-Working Wage Earners), but not more than three percent (3%) a year, from the year in which the member last worked, provided, however, that in no case shall the total pension benefits exceed seventy-five percent (75%) of the compensation for computing retirement benefits or thirty percent (30%) of such compensation in total cost of living increases, whichever is lesser.

D. In addition to the pension benefits heretofore provided, each Police Officer, regardless of date of hire, shall be entitled to receive any and all benefits that are required, mandated, and allowable by Act 600 as amended and specifically as amended by Act 30 of 2002. It is recognized that these statutes mandate certain benefits for the surviving spouse and/or child/children of deceased Officers. It is also recognized that these statutes give the surviving spouse/child/children of Officers who die prior to superannuation but after achieving service necessary for vesting, the option of taking a return of contributions with interest or a percentage of the deferred vested benefit. For only those Officers hired prior to December 30, 2002 shall be entitled to the optional widows benefit consistent with the Amendment of Agreement executed by the parties on that date, said Officers are entitled to the optional widow's benefit established in the prior collective bargaining Agreement. Under this provision, the widow of any

Officer that dies prior to reaching superannuation shall have the option of accepting any available survivor's benefits pursuant to Act 600, as amended by Act 30, or all of the following benefits as established under the prior collective bargaining Agreement. (1) A full refund of the Officers contributions with interest; (2) A survivorship benefit equal to 50% of the maximum benefit that would have been payable to said Officer if fully retired at the time of death, and (3) said benefit shall be payable only until such time as the widow reaches age 62.

E. During each year of the Agreement the Borough will have an actuarial study performed to see if the employee contributions to the Police Pension Plan can be reduced or eliminated without harming the fund's assets and stability.

F. The above actuarial studies shall be deemed to be an expense of the Police Pension Plan fund and shall be paid for from the pension fund at no cost to either the Association of Bellevue Police or the Borough of Bellevue.

G. The Association of Bellevue Police shall have the right to select one of their members to attend all the meetings of the Borough of Bellevue Police Pension Plan Committee and that said member shall be notified of all transactions involving the Police Pension Plan as they occur, and that said member shall be furnished any and all Ordinances, present and future, pertaining to the Police Pension Plan.

The Police Officer selected by the members of the Association of Bellevue Police shall be a member of the Borough of Bellevue Police Pension Plan Committee, which Committee will periodically review Police Pension Plan matters and make recommendations to Council. The review of Police pension matters will include, but will be limited to, the review by other companies providing Police Pension Plan services for the purpose of determining whether the benefits provided are available at less cost or whether more benefits may be obtained at the same cost. The commitment to review the said Police Pension Plan does not commit Council to incur any expense in having these reviews made.

H. The Borough shall amend its pension Ordinance to incorporate an actuarially reduced early retirement benefits for Officers who terminate employment with twenty (20) or more years of service but prior to the completion of superannuation retirement age and service requirements in accordance with the provisions of Act 24 (53 P.S. & 771 (i).

ARTICLE 12
LIFE INSURANCE

A. Effective May 1, 2016 the Borough of Bellevue shall provide a life insurance policy for each Officer while employed by the Borough in the amount of \$100,000.00 with double indemnity coverage.

B. The Borough of Bellevue shall escrow the sum of \$3,000 upon the retirement of any Police Officer to be paid to his estate upon his death. A certificate shall be provided to the Police Officer to that effect within one month of his retirement.

ARTICLE 13
DISABILITY

A. Disability retirement benefits shall be provided consistent with the terms and provisions of Act 600, as amended by Act 30. With regards to an Officers off of work due to work related disability, the Association recognizes the Borough's right to require the injured Officer to provide medical reports concerning his/her condition at reasonable intervals. The Borough shall have the right to require the disabled Officer to attend Independent Medical Examinations not more than once every four (4) months. The cost of the IME shall be borne by the Borough. In the event the Borough determines that Heart and Lung Act Benefits should be terminated or suspended, it shall provide notice to the Officer. If the Officer disagrees, he/she shall have the right to submit the dispute for resolution through the grievance arbitration procedure, which may be expedited at the Borough's request in accordance with the expedited arbitration procedure of the American Arbitration Association. Selection of the grievance procedure shall constitute a waiver of the Officer's right to Local Agency Hearing.

B. It is agreed that for injuries sustained by each Officer while off duty, his disability shall be as provided in Article 10 of this Agreement.

ARTICLE 14
SURVIVORS' BENEFITS

In the event any Officer dies prior to retirement, his survivors, including his widow, shall receive those benefits as more particularly set forth under Article 11, Section D, hereof in accordance with Act 600 as amended.

In the event an Officer dies after retirement, his survivors, including his widow, shall have such rights as set forth in the Police Pension Plan and in accordance with the option he selected at time of retirement.

ARTICLE 15
FALSE ARREST INSURANCE

The Borough agrees that it will assume and pay all premiums charged during the life of this Agreement for the maintaining in force of false arrest, slander, assault, and personal injury insurance in the amount of \$500,000.00 for each Officer, with a policy coverage limit of \$1,000,000.00 for any one occurrence.

ARTICLE 16
SALARIES

Salaries of the Police Officers of the Borough of Bellevue shall be as follows during the term of this Agreement:

A. Lieutenants shall be paid at the rate as set forth herein.

Effective Date	Hourly Rate
1/1/19	\$39.95
7/1/19	\$40.55
1/1/20	\$41.16
7/1/20	\$41.78
1/1/21	\$42.82
1/1/22	\$43.89

B. Sergeants shall be paid at the rate as set forth herein.

Effective Date	Hourly Rate
1/1/19	\$38.36
7/1/19	\$38.94
1/1/20	\$39.52
7/1/20	\$40.11
1/1/21	\$41.12
1/1/22	\$42.14

C. Police Officer (fifth year) shall be paid at the rate as set forth herein.

Effective Date	Hourly Rate
1/1/19	\$36.73
7/1/19	\$37.28
1/1/20	\$37.84
7/1/20	\$38.41
1/1/21	\$39.37
1/1/22	\$40.35

D. Probationary Police Officers:

(i) Officers shall be paid annually and hourly at seventy percent (70%) of the rate set forth above in paragraph C above for Police Officers for the first year of employment, and shall be paid annually and hourly at eighty percent (80%) of the rate set forth above in paragraph C for Police Officers for the second year of employment, and shall be paid annually and hourly at eighty five percent (85%) of the rate set forth above in paragraph C for Police Officers for the third year of employment, and shall be paid annually and hourly at ninety-five (95%) of the rate set forth above in paragraph C for Police Officers for the fourth year of employment.

(ii) Officers shall reach one hundred percent (100%) of the Police Officer rate of pay at the start of their fifth year.

E. In the event a supervisor is not on duty, the senior Police Officer on that shift shall be compensated at the rate of compensation equal to that of the next highest rank.

ARTICLE 17
OVERTIME COMPENSATION

The standard workweek of a full-time presently employed Police Officer, Sergeant and Lieutenant shall consist of a forty-hour (40) workweek. For each hour over forty (40) hours, each Police Officer, Sergeant and Lieutenant shall receive pay at a rate of time and one half of the normal hourly rate. All predictable overtime shall be distributed on the basis of rotation according to seniority.

If a Police Officer, Sergeant or Lieutenant is passed over inadvertently and not because of a reason attributable to him, he shall be given priority on the next available overtime work.

If a Police Officer, Sergeant or Lieutenant is passed over intentionally, that is, the call-out procedure is intentionally violated, then that Officer shall be compensated the same amount paid to the Police officer, Sergeant or Lieutenant who was called out in his place. Whether the act of passing over was intentional will be determined through the grievance procedure, and the Police Officer, Sergeant or Lieutenant alleging the intentional pass over has the burden of proving the pass over was intentional.

ARTICLE 18
WITNESS FEE COMPENSATION

In the event a Police Officer, Sergeant, or Lieutenant is required and a subpoena is issued to the officer making his/her appearance mandatory to attend court in the role of prosecution witness, in any criminal or statutory case in a court of record, the Officer shall receive the following compensation:

1.District/ Magistrate's Court- The Lieutenant, Sergeant or Officer shall receive the greater of two (2) hours minimum or actual time spent to be paid at the officer's current straight pay rate.

2.Statutory/Summary Appeal Court- The Lieutenant, Sergeant or Officer shall receive the greater of four (4) hours minimum or actual time spent to be paid at the officer's current straight pay rate.

3. Federal Court, Court of Common Pleas, 302 Hearing - The Lieutenant, Sergeant or Officer shall receive the greater of four (4) hours minimum or actual time spent to be paid at the rate of one and one-half (1.5) times the officer's current pay rate.

In addition, each officer shall retain his/her witness fee and shall receive \$10.00 per day to cover parking and luncheon costs. The Officer may, at his option, elect to have this attendance considered as a regular workday. The Officer may only utilize this option for court appearances that are scheduled the same day as the workday and when it does not create the need for overtime. This option is for the Officers working the night turn shift only. The Officer shall obtain permission from their shift supervisor. The Officer agrees that the Chief of Police or shift supervisor may deny the Officer this option at anytime in the event of a call off or the need for additional manpower is required.

All reasonable efforts will be exerted by the Borough to avoid such Officer's attendance as such witness on an off-duty day of such Officer.

ARTICLE 19

CALL-OUT/CALL-BACK PAY

Each Police Officer, Sergeant or Lieutenant called to commence his shift prior to the regular starting time of the shift shall be paid for the hours worked.

When a Police Officer, Sergeant or Lieutenant has been discharged and relieved from duty for the day and is called back to duty due to an emergency or other circumstances, the Police Officer's, Sergeant's or Lieutenant's call-back time shall be for a minimum of four (4) hours with time and one half to be paid for such call-back time, which time shall not be included in calculating overtime pay.

When a Police Officer, Sergeant or Lieutenant having completed a full shift is required to work another eight hours (8) shift, back to back, he shall be compensated at a rate equal to two and one half (2 1/2) times his applicable hourly rate; provided, however that the Officer responsible for calling the overtime list (list of Officers maintained on a rotational and seniority basis) refuses or fails to call the Officers on said list. If the Officer responsible for calling the list calls and after exhausting the same is unable to obtain an Officer to come out, then the Police Officer, Sergeant or Lieutenant

required to work a second consecutive shift shall be compensated only at the applicable hourly rate, time and one half.

ARTICLE 20
CLOTHING ALLOWANCE

A. The standard uniform is hereby defined as:

1 Uniform cap w/ summer & winter cover	1 pair Handcuffs
1 Cold Weather Cap	1 Handcuff Case
1 Cap Strap	1 Double Magazine or Double Speed Loader Case
1 Cap Badge	1 Holster
1 Helmet, Z-90 Specification	1 Duty Belt
5 Summer (short sleeve) Shirts	1 Garrison Belt
5 Winter (long sleeve) Shirts	1 Baton Ring or Expandable Baton Holder
2 Neck Ties	1 Night Stick or Expandable Baton
1 Tie Tack	1 Whistle, Chain, Rubber Cover
5 Pair Trousers	1 Pair Collar Insignia
1 Light Weight Jacket w/ Liner	3 Name Tags
1 Winter Jacket/Leather Jacket	3 Badges
1 Pullover Sweater	2 Police Patches per Shirt and Jacket
	1 Chemical Spray and Case
	(for those authorized to use)
1 pair White Traffic Gloves	1 Radio Holder
1 pair Black cold weather Gloves	1 Key Holder
1 pair Black protective Gloves	1 Maglight Rechargeable "C" cell Flashlight
1 pair Black Uniform Shoes	1 Rechargeable Min-Flashlight with Holder
1 Pair Insulated Leather Uniform Boots	1 Raincoat
	Ammunition Change every six (6) months

* Soft Body Armor - "Threat Level" to be determined by the Chief of Police. Officers shall purchase their own side arm (duty weapons).

B. Any change in the design, style, color or material of the uniform beyond that noted in Section G below must first be approved by the Town Council of the Borough of Bellevue.

C. Effective January 1, 2019, the uniform allowance for each officer shall be eight hundred fifty dollars (\$850.00). In the year in which the officer is required to replace his/her bullet proof vest in accordance with the manufacturer's warranty, the officer shall be able to carry over up to two hundred fifty dollars (\$250.00) of the previous year's allowance for this purpose.

This allowance shall be either a voucher or purchase order with each Officer having the right to purchase the approved items directly through the vender.

D. Prior to an Officer using the Uniform Allowance to replace any article of the standard uniform as identified above, the Officer shall provide notification to the Police Chief that the item is being replaced and shall identify the need for the replacement.

E. New Officers shall be provided with the entire department uniform. New Officer will not receive a uniform allowance until January 1st after their first anniversary date. Newly hired Officers will not have the option of a leather jacket with their initial uniform but may purchase a leather jacket with a subsequent annual uniform allowance.

F. Officers will use the Standard Uniform as a guideline to what items may be purchased with the uniform allowance in balancing the needs of uniformity and comfort of the individual Officer.

G. Police soft body armor will be replaced at the Borough's expense at the recommended manufacturer's expiration date. Each Officer may select the manufacturer, style and body armor options of the soft body armor. The Borough will spend a maximum of six hundred fifty dollars (\$650) toward the cost of said body armor for each officer. Any amount in excess of six hundred fifty dollars (\$650) shall be paid by the officer making the purchase who may, at his/her option, apply any balance of his/her uniform allowance to such excess.

Every officer must wear soft body armor while on active duty provided that the Chief of Police may promulgate regulations waiving the mandatory wear requirements consistent with maximum safety of the Officer.

H. Officers will wear summer and winter uniforms on the dates specified in Chapter 36, section 36.02 of the Bellevue Police Department Handbook of Laws, Ordinances, Policy and Procedure. Officers will also fit duty belts from the Standard Uniform list, at a minimum, with; one (1) holster, one (1) handcuff case, one (1) double magazine or speed loader case and one (1) radio holder or clip. Other duty belt items listed in the Standard Uniform may be worn at the individual Officer's discretion and comfort.

I. Jackets, raincoats and sweaters may be worn by an Officer in appropriate weather at the discretion and comfort of the individual Officer, except that the Chief of Police may require specific uniform for special events or circumstances. Sweaters may only be worn with winter uniforms.

J. Alteration to any uniform shirts may only be performed at the time of purchasing the uniform shirts and is to be paid from the uniform allowance.

ARTICLE 21

PERSONAL PROPERTY OF OFFICERS

The Borough will provide, pay for, and/or reimburse each Officer who, in the line of duty, has any items of personal property damaged, stolen or destroyed. The payment shall be made within a reasonable period of time after the Borough has been furnished an estimate of the value of the item(s) in question, the return of the damaged, stolen or destroyed item if at all possible and report from the Officer as to what caused the damage, theft or destruction of said item of personal property. The Borough shall make said payment within twenty (20) days after the next regular Town Council meeting following receipt of notification of such loss.

Damage or destruction to personal property must have resulted from physical activity on the part of the Police Officer.

This article is not applicable to those items damaged or destroyed as a result of ordinary wear and tear.

ARTICLE 22

SICK LEAVE

A. Each Officer shall receive one hundred hours (100 hours) of sick time per year. Each Officer may accumulate an unlimited amount of sick time to be paid upon retirement only.

B. An Officer off sick must call in a minimum of two (2) hours prior to the start of his shift. The Officer in charge will check on an Officer on the second day such Officer is sick.

C. All sick days are at full pay; however, in the event any of said accumulated days, after the first seven (7) days, are applied to an off-duty injury, accident or illness and the Borough pays the Officer full pay for every accumulated sick day, said Police Officer shall pay over to the Borough all benefits due him under the Health and Accident Insurance Policy.

D. In the event an Officer is injured off duty, he may apply as many of his accumulated sick days as he wished to a disability period resulting from said injury.

E. Each Officer shall receive credit for the sick days he has accumulated to the date of this Agreement, and this Agreement shall not affect those sick days to which the Officer is presently entitled.

F. On or before February 1st of each year, the Borough shall provide to each Police Officer a report of the number of sick days said Officer has accumulated to December 31st of the prior year. In the event any Officer wished to dispute the report, he shall do so in writing on or before March 1st of each year. In the event the Director of Administrative Services is not notified in writing as to any dispute by March 1st of each year, it shall be conclusively presumed that the report is accurate.

G. Any Officer who retires shall receive twenty dollars (\$20.00) per day for each day of accumulated unused sick days. In the event of DROP participation by an Officer, the buy-back by the Borough of accumulated unused sick days under Section G shall occur on the effective date of the DROP election by the Officer

ARTICLE 23

BEREAVEMENT LEAVE

A. Upon the death of any member of a Police Officer's immediate family, said Officer shall be permitted forty (40) hours off with pay, including regular pass days. Immediate family hereby defined as Officer's spouse, children, mother, father, brother or sister.

B. An Officer will receive thirty (30) hours off with pay, including regular pass days, for the death of a grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law.

C. An Officer will receive ten (10) hours off with pay - the day of the funeral – for the purpose of attending said funeral when the death of an Officer's uncle, aunt, nephew, niece, grandparents, grandparents-in-law or cousin occurs, provided said Officer attends the funeral.

D. Special circumstances may arise where an Officer may require additional bereavement time. Special requests may be made to the Chief of Police for consideration of special requests and the Chief will have the authority to grant up to, but not more than forty (40) additional hours of bereavement leave by utilizing vacation or holiday benefits.

ARTICLE 24

LEGAL REIMBURSEMENT

The Borough shall defend any Officer in connection with any cost of litigation arising out of any action taken in regard to any Officer's performance in the line of duty, while on duty; provided, however, that in those instances where there is no insurance coverage, the Borough shall provide counsel authorized by the Town Council of the Borough for such defense and take such other action as it is necessary to properly defend said action; provided, further, that the Borough shall not be liable for any verdict,

judgment or award rendered against said Officer, nor shall the Borough be deemed as guarantor of a decision in favor of said Officer. The Borough shall not be required to defend any intentional tort or criminal conduct on the part of the Officer, but the foregoing shall apply where such Officer is subsequently successful in disproving such allegations.

ARTICLE 25

POLICE SCHOOL

Each Police Officer, after his first two years of continuous employment, must be offered the opportunity to complete two (2) advance Police education courses each year. A currently employed Officer shall be designated by the Lieutenants, Sergeants and Police Officers as the Education Officer. The Education Officer shall receive all notices of Police training courses being offered at location within Allegheny County.

Assignments to such course shall be made by the Mayor upon recommendation of the Chief of Police in consultation with the Education Officer and concurred in by the Public Safety Committee of Council. The Mayor, the Chief of Police and the Education Officer shall meet at least once each quarter to review and evaluate the course being offered in order to determine the need for training of Officers and the applicability of courses being offered. This review and evaluation of training options shall include computer-based training materials, on-line training sessions and video recording sessions.

All tuition charges for such instruction shall be paid in full by the Borough.

When an Officer attends a school that has been approved as per the provisions hereof, he shall receive as reimbursement for expenses the sum of five dollars (\$5.00) per day, which shall be paid in advance of his attendance and which sum will compensate him for expenses incurred.

In the event the Officer fails to complete the full term of the school, he shall reimburse the Borough for the number of days he did not complete at five dollars (\$5.00) per day, such reimbursement to be made within fourteen (14) days of the last day of his attendance.

Any Police Officers attending such accredited approved Police training course referred to herein, and which requires eight (8) hours per day attendance four (4) days or more in any one week, will have their regular Police duties, during such period or periods, assigned to them on the basis of actually working four (4) hours per day over and above their eight (8) hours' school attendance during the same date. On those days of any such week when any such Officer is not spending a full eight (8) hours in such school attendance, such Officer shall be scheduled for his full eight (8) hour turn. In those weeks when the specified school attendance and work schedule alone and by themselves result in a Police Officer not working a full forty (40) hour week plus any additional time in such week required to properly carry out his assigned duties, such Police Officer will nevertheless be credited with a full week's work at straight time if, and only if, he successfully completes the Police training course or courses which caused him to work less than his ordinary daily and weekly hours.

The Borough shall make every effort to avoid requiring a Police Officer to work immediately prior to or immediately subsequent to attendance at either a Mandatory Police Training Class or up to two Approved Training Classes annually on those days that an Officer is scheduled work. This shall not apply in the case of an emergency. All days of Mandatory Police Training time and up to two days of Approved Police Training time shall be counted as duty time for overtime calculation purposes and shall be paid for at the Police Officer's regular daily rate of pay.

For the purpose of this article, an advance Police education course is defined as a course, other than a re-qualification course, consisting of not less than thirty-two (32) hours of classes, or in the discretion of the Mayor, a school of less than thirty-two (32) hours may be certified, in writing, as equivalent to a thirty-two (32) hour school; provided, however, that in no event will a school be certified which consists of less than twenty-four (24) hours.

The Borough will provide a tuition reimbursement of up to seven hundred fifty dollar (\$750) per year to Officers upon successful completion of an approved course providing the following criteria are met: (a) The Officer must be enrolled in an associate's, bachelor's or master's degree track program; (b) The course work must be in criminal justice, psychology, public administration or a course approved by the Public Safety Committee; (c) The Officer must achieve a grade of "B" or better; and (d) The course must be taken at any accredited college or university.

The Borough may provide a tuition reimbursement of up to seven hundred fifty dollar (\$750) per year to any Officer upon successful completion of an approved course if funds are available in the budget and providing the following criteria are met: (a) The Officer has provided a detailed, written request to the Chief of Police to take a specific course identifying how it is relevant to his position and duties of a Police Officer; (b) The Police Chief has reviewed and agreed to the benefit to the Borough and the need of such course work; (c) The Public Safety Committee has reviewed the request, the Police Chiefs recommendation and has approved the Officer's attendance at the course; and (d) The Officer must achieve a grade of "B" or better in said course

ARTICLE 26
LONGEVITY PAY

A. In addition to the compensation provided for herein, the same to be incorporated into the Borough's salary Ordinance, each Police Officer shall receive a longevity payment at the rates determined by the "Annual Base Pay Multiplier" set forth in the accompanying scale for each year of service beyond two (2) years:

<u>Years of Service</u>	<u>Percent of annual base pay</u>
3	0.25
4	0.25
5	0.50
6	0.50
7	0.75
8	0.75
9	1.00
10	1.00
11	1.25
12	1.25
13	1.50
14	1.50
15	1.75
16	1.75
17	2.00
18	2.00
19	2.25
20	2.25
21	2.50
22	2.50
23	2.75

24	2.75
25	3.00
26	3.00
27	3.25
28	3.25
29	3.50
30	3.50

B. The longevity pay increment shall not be included in the Officer's bi-weekly pay but shall be paid in one lump sum in a separate check on the first pay day in December during each calendar year of this Agreement.

ARTICLE 27

STATUTORY PROTECTION

Nothing contained herein shall be construed to deny or restrict any Police Officer of such rights as he or she may have under Act No. 111 of the Commonwealth of Pennsylvania, approved the 24th day of June, 1968, or Borough Code, Subsection (J), known as "Civil Service for Police and Firemen" (53 P.S. §46171), or any and all decisions and/or case law applicable to the above, or other applicable laws and regulations. Nothing contained herein shall be construed to deny the Borough of Bellevue, its Town Council, Mayor or Chief of Police, of any rights or powers it now has or may have under the Home Rule Charter and under other applicable laws and regulations. The rights granted to the Police Officer hereunder shall be deemed to be in addition to those provided elsewhere, provided that the provisions of this contract are not intended to grant rights or expand rights which are defined or limited by applicable laws, nor should the provisions of this contract be construed as authorizing a violation of applicable laws.

ARTICLE 28

NON-DISCRIMINATION

The parties hereto agree that the terms of this Agreement shall be, applied to all Police Officers, irrespective of rank, without regard to color, creed, sex, national origin or political affiliation, and that there shall be no discrimination, interference, intimidation, restraint, or coercion by the Borough or any of its agents, against any member of the Police force because of his membership in the collective bargaining unit or participation in the grievance and/or arbitration process, and no Police Officer employed by the

Borough waives any of his rights, privileges or immunities afforded to the Police Officer under the constitution of the United States of America or the Commonwealth of Pennsylvania or any laws that flow therefrom.

ARTICLE 29

DISCIPLINARY TRANSFERS/JUST CAUSE

A. There shall be no transfer for disciplinary reasons. Any time there is a transfer; the reasons should be set forth in writing and given to the Officer.

B. No Officer shall be suspended, disciplined, reduced in rank or be deprived of any advantage without just cause. Whether any suspension, disciplinary action, reduction in rank or deprivation of any advantage is with or without just cause shall be determined in accordance with the applicable provisions of Civil Service for Police and Firemen Act (53 P.S. § 46171, et seq.) and other applicable laws or the grievance procedure as set forth in Article 4, section (a)(3), of this contract.

C. During the application process for promotions to the position of Sergeant and/or Lieutenant, the Borough of Bellevue and/or the Borough of Bellevue Civil Service Commission shall not consider in their application process any formal written reprimands (sometimes referred to as "letter of reprimand") for the purpose of disqualifying an otherwise qualified applicant. This provision shall not be construed to limit management rights during the promotion process after the list of candidates for promotion is certified by the Borough of Bellevue Civil Service Commission to the Town Council of the Borough of Bellevue if such letters are final under the grievance procedure.

D. Police Officers "Bill of Rights"

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

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.

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

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

5. If any Police Officer under interrogation is under arrest or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

6. At the request of any Police Officer under interrogation, he shall have the right to be represented by counsel of his choice and/or a representative of the Association of Bellevue Police who shall be present at all times during the interrogation. The interrogation shall be suspended for a reasonable time until representation can be obtained.

7. Unless agreed to by the Officer, the Borough of Bellevue shall not make any public comment on the reason for any disciplinary action brought against the Officer.

E. The provisions identified in Sections A and B of this Article are not intended to restrict the Mayor or Chief of Police in the free exercise of their respective authorities in assigning the Police Officers in a manner which in their respective sole discretions they or either of them may deem necessary for the protection of the citizens of the Borough of Bellevue.

F. A copy of any disciplinary action taken against an Officer shall be placed in that Officer's personnel file. A copy of any disciplinary action taken against an Officer shall be provided to the Officer.

G. Copies of any disciplinary action taken against an Officer shall be removed from the Officer's personnel file if no additional disciplinary action for any reason has been taken against said Officer for a period of three (3) years from the date of the original disciplinary action.

H. Discipline is recognized as essential and necessary element to a professional department.

The purpose of this section is to establish a clear protocol regarding matter of discipline. This section is intended to balance the need for the Borough's ability to implement discipline and maintain standards while protecting each Officer's Constitutional rights, including the right to due process.

As in Article 4, discipline should be handed at the lowest possible level.

Oral and written complaints will be directed to the Chief of Police. Complaints will be handled as specified in Subsection 27.01 of the Bellevue Police Department Policy and Procedure Manual. Complaints that the Chief of Police determines are "founded" will be handled by the Chief or referred to Borough Council, at the Chiefs discretion. As stated in Bellevue Police Department Policy and Procedure Manual, The Chief of Police may reprimand or suspend Officers for conduct in violation of the policy, the Borough Personnel Code, Civil Service Code or other statute. The Chief of Police may still handle matters of discipline at the lowest level informally if agreed upon between he/she and the accused Officer and/or Union representative or legal counsel.

An Officer may appeal discipline by filing through the grievance procedure or with the Civil Service Commission, at the discretion of the accused Officer. All hearings regarding these matters will be private unless the Officer chooses to allow the hearings to be public, when and where possible.

ARTICLE 30

SCHEDULING

No Police Officer without his written consent shall be required to work more than four (4) months on any one turn in a calendar year. In the event a Police Officer is required to work more than four (4) months on any one turn in a calendar year, he shall have the right to seek proper relief through the grievance procedure as set forth in Article 4 hereof.

No Lieutenant or Sergeant without his written consent shall be required to work more than four (4) months on any one turn in a calendar year. In the event a Lieutenant or Sergeant is required to work more than four (4) months on any one turn in a calendar year, he shall have the right to seek proper relief through the aforesaid grievance procedure.

A schedule shall be posted at all times indicating the days and shifts to be worked by all Officers for a minimum of two months in advance. The posted schedule may be changed or altered due to situations and events (i.e. injury, illness, family emergencies and the like) but all Officers will be advised of the need for the changes before those changes are made.

As has been the practice for the safety of Officers and providing proper service to the Borough each shift shall be staffed with a minimum of two (2) full-time sworn Police Officers per shift, not including the Chief of Police.

ARTICLE 31
OFF-DUTY PROTECTION

Police Officers by the nature of their positions are on call round the clock.

When a Police Officer is off-duty and due to circumstances which, in the Officer's discretion, he deems it necessary to act for the protection of property and/or life within the corporate limits of the Borough of Bellevue, said Officer, in so acting, shall be covered with and protected by all the benefits provided for the Police Officers as set forth in the current Agreement between the Borough of Bellevue and the Association of Bellevue Police.

This provision shall not diminish or affect any rights; privileges or benefits said Officer might have under applicable State and Federal statutes.

ARTICLE 32
DUE DEDUCTIONS

The Borough of Bellevue, as employer, shall deduct from each Police Officer's, Sergeants and Lieutenant's salary the sum of money identified by the Union as dues each pay and transmit said proceeds to the Treasurer of the Association of Bellevue Police, provided:

(1) The Borough of Bellevue is furnished written authorization as provided on a form by the Borough from each Officer from whose pay the dues are to be deducted; and

(2) That said funds will be transmitted to the Treasurer of the Association, 537 Bayne Avenue, Bellevue, PA 15202, until such time as the Borough is advised in writing that the Treasurer and/or his address has been changed.

ARTICLE 33
POLICE ASSOCIATION FILE SPACE

The Borough of Bellevue shall provide space for the Association of Bellevue Police for two (2) file cabinets in the Police area of the Borough Hall, 537 Bayne Avenue.

ARTICLE 34
MILITARY LEAVE

The Borough of Bellevue will comply with applicable Federal and State laws with respect to military service of any member of its Police force.

ARTICLE 35
EQUIPMENT

A. The Borough of Bellevue shall equip each Police vehicle with a trunk organizer equipped as required for the Police Officer to perform his normally assigned duties.

B. The Borough of Bellevue shall provide copies of the following two (2) items in the "Squad Room" of the Police Department.

1. One copy of the Motor Vehicle Code and update inserts as they are published and received; and

2. One copy of the Crime Code and updated inserts as they are published and received.

C. The Borough of Bellevue shall provide for use by each Officer one copy of the Motor Vehicle Code and updated inserts as they are published and received and one copy of the Crime Code and updated inserts as they are published and received.

ARTICLE 36
PAY PERIOD

The pay period shall be defined as two (2) weeks, and the Officer shall be paid not later than one calendar week after the end of each pay period.

ARTICLE 37
DROP PROGRAM

A Deferred Retirement Option Plan ("DROP") shall be implemented effective **January 1, 2013 or such earlier dates as the Borough may, by ordinance, adopt a DROP program.** This shall be the first date that eligible Officers may enter the DROP. The terms and provisions of the DROP shall be substantially as set forth in the document marked Exhibit "A", which is attached hereto and incorporated herein as if fully set forth.

ARTICLE 38
PART-TIME EMPLOYEES

- A. Part-time officers shall receive only the benefits set forth in this Article and shall not be entitled to any other benefit set forth in this Collective Bargaining Agreement.
- B. Part-time officers shall be paid at a rate of seventy percent (70%) of the rate set forth for a fifth year patrol officer.
- C. Part-time officers shall not be used by the Borough while any full-time police officer is on layoff.
- D. Part-time officers shall be scheduled to work as determined appropriate in the sole discretion of the Borough but shall be scheduled so they average less than thirty (30) hours per week.
- E. Part-time officers may be scheduled in advance or may be called to fill in for vacancies or absences due to illness, injury, vacation, or other leaves known in advance. Emergency overtime shall be first offered to full time officers. Emergency overtime shall be deemed that overtime which results from an officer who makes known his attention not to appear for his scheduled shift within 24 hours of that shift thereby limiting the time the Borough has to fill that vacancy if in its discretion, it intends to do so. The parties are directed to establish protocols for dealing with this issue and the panel will retain jurisdiction resolving any disputes that may result.

- F. Work opportunities available at the request of outside entities (for example, PennDOT, school football games, and other opportunities for which the Borough received reimbursement for any wages paid to officers) shall be first offered to full time police officers.
- G. Uniforms and equipment for part-time officers shall be provided at the Borough's expense.
- H. In the event a part-time officer who is not eligible for health insurance under this agreement becomes eligible as a result of the application of the requirements of the Affordable Care Act, the employee shall be offered the lowest cost plan the Borough can provide while satisfying the ACA requirements and shall be required to pay the maximum amount required under the ACA. The coverage provided will be individual only with the ability of the part-time officer to purchase coverage for dependents. This benefit will be available only as it is necessary to comply with the ACA and its implementing regulations and eligibility or ineligibility shall be governed exclusively thereby.

In the event the Borough elects to hire and utilize part-time officers, the Borough and Association agree to re-open Article 38 Part-Time Employees with the purpose to explore, amend, or re-negotiate the verbiage included in said Article. It is agreed that no other articles will be altered or changed as part of such re-opener.

SIGNATURE PAGE


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, in duplicate, the day and year first above written, each of which shall constitute and original.

ATTEST:

BOROUGH OF BELLEVUE:



Director of Administrative Services

By 

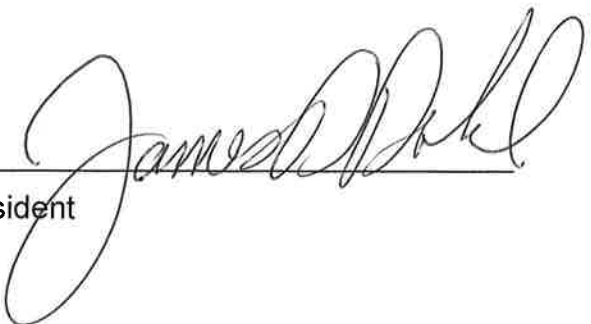
President of Council

WITNESS:

ASSOCIATION OF BELLEVUE POLICE:



Vice-President

By 

President

7-29-19

§ 637. State police, enforcement, officers, investigators, parole agents, correction officers, psychiatric security aides, drug enforcement agents, policemen, firemen, park guards; injuries and diseases; compensation and expenses

(a) Any member of the State Police Force, any enforcement officer or investigator employed by the Pennsylvania Liquor Control Board, and the parole agents, enforcement officers and Investigators of the Pennsylvania Board of Probation and Parole, Capitol Police officers, correction officers employed by the Department of Corrections, whose principal duty is the care, custody and control of inmates, psychiatric, security aides employed by the Department of Public Welfare and the Department of Corrections, whose principal duty is the care, custody, and control of the criminally insane, and drug enforcement agents of the Office of Attorney General whose principal duty is the enforcement of the drug laws of the Commonwealth, any member of the Delaware River Port Authority Police or any policeman, fireman or park guard of any county, city, borough, town or township, who is injured in the performance of his duties including, in the case of firemen, duty as special fire police, and by reason thereof is temporarily incapacitated from performing his duties, shall be paid by the Commonwealth of Pennsylvania if a member of the State Police Force or an enforcement officer or investigator employed by the Pennsylvania Liquor Control Board or the parole agents, enforcement officers and investigators of the Pennsylvania Board of Probation and Parole, Capitol Police officers, correction officers employed by the Department of Corrections, whose principal duty is the care, custody and control of inmates, psychiatric security aides employed by the Department of Public Welfare and the Department of Corrections, whose principal duty is the care, custody, and control of the criminally insane, and drug enforcement agents of the Office of Attorney General whose principal duty is the enforcement of the drug laws of the Commonwealth, or by the Delaware River Port Authority if a member of the Delaware River Port Authority Police or by the county, township or municipality, by which he is employed, his full rate of salary, as fixed by ordinance or resolution, until the disability arising therefrom has ceased. All medical and hospital bills, incurred in connection with any such injury, shall be paid by the Commonwealth of Pennsylvania or by the Delaware River Port Authority or by such county, township or municipality. During the time salary for temporary incapacity shall be paid by the Commonwealth of Pennsylvania or by the Delaware River Port Authority, or by the county, city, borough, town or township, any workmen's compensation, received or collected by any such employee for such period, shall be turned over to the Commonwealth of Pennsylvania or to the Delaware River Port Authority or to such county, city, borough, town or township, and paid into the treasury thereof, and if such payment shall not be so made by the employee the amount so due the Commonwealth of Pennsylvania, the Delaware River Port Authority or the county, city, borough, town or township shall be deducted from any salary then or thereafter becoming due and owing.

• (b) In the case of the State Police Force, enforcement officers and investigators employed by the Pennsylvania Liquor Control Board and the parole agents, enforcement officers and investigators of the Pennsylvania Board of Probation and Parole, Capitol Police officers, correction officers employed by the Department of Corrections, whose principal duty is the care, custody and control of inmates, psychiatric security aides employed by the Department of Public Welfare and the Department of Corrections whose principal duty is the care, custody, and control of the criminally insane, and drug enforcement agents of the Office of Attorney General whose principal duty is the enforcement of the drug laws of the Commonwealth, members of the Delaware River Port Authority Police and salaried policemen and firemen who have seized for four consecutive years, or longer, diseases of the heart and tuberculosis of the respiratory system, contracted or incurred by any of them after four years of continuous service as such, and caused by extreme overexertion in time of stress or danger or by exposure to heat, smoke, fumes or gases, arising directly out of the employment of any such member of the State Police Force, enforcement officer, investigator employed by the Pennsylvania Liquor Control Board; guard or enforcement officer employed by the Department of Corrections or parole agent, enforcement officer or investigator of the Pennsylvania Board of Probation and Parole, Capitol

Police officers, correction officers employed by the Department of Corrections whose principal duty is the care, custody and control of inmates, psychiatric security aides employed by the Department of Public Welfare and

53 P.S. § 637 MUNICIPAL & QUASI-MUN. CORPS.

the Department of Corrections whose principal duty is the care, custody, and control of the criminally insane, and drug enforcement agents of the Office of Attorney General whose principal duty is the enforcement of the drug laws of the Commonwealth, member of the Delaware River Port Authority Police, or policeman or fireman, shall be compensable in accordance with the terms hereof; and unless any such disability shall be compensable under the compensation laws as having been caused by accidental injury, such disability shall be compensable as occupational disease disabilities are presently compensable under the compensation laws of this Commonwealth. It shall be presumed that tuberculosis of the respiratory system contracted or incurred after four consecutive years of service was contracted or incurred as a direct result of employment.

. (c) In the case of any person receiving benefits pursuant to this act, the statutes of limitations set forth in sections 30G.1, 315, 413, and 434 of the act of June 2, 1915 (P.L. 736, No. 338), known as "The Pennsylvania Workmen's Compensation Act," shall not begin to run until the expiration of the receipt of benefits pursuant to this act.

(d) All payments herein required to be made by the Commonwealth of Pennsylvania on account of any member of the State Police Force shall be made from moneys appropriated to the Pennsylvania State Police, and any payments required to be made on account of any enforcement officer or investigator employed by the Pennsylvania Liquor Control Board shall be from appropriations out of the State Stores Fund, any payments required to be made on account of any parole agent, enforcement officer or investigator employed by the Pennsylvania Board of Probation and Parole shall be from moneys appropriated to the Pennsylvania Board of Probation and Parole, any payments required to be made on account of Capitol Police officers shall be made from moneys appropriated to the Department of General Services, any payments required to be made on account of any correction officer shall be made from moneys appropriated to the Department of Corrections, any payments required to be made on account of any psychiatric security aides shall be made from moneys appropriated to the Department of Public Welfare or the Department of Corrections where appropriate, and any payments required to be made on account of any drug enforcement agent shall be made from moneys appropriated, to the Office of Attorney General.

As amended 1974, May 31, P.L. 309, No. 9<3, § 1, effective in 90 days; 1978, July 1, P.L.

687, No. 117; § 2, imd. effective; 1986, Dec. 19, P.L. 1733, No. 208, § 1, effective in 30 days.

177 P.S. §§ 516, 602, 771 to 774 and 1001.