

## ALLEGHENY VALLEY REGIONAL POLICE DEPARTMENT EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 13 day of October, 2020, by and between the ALLEGHENY VALLEY REGIONAL POLICE COMMISSION, an independent, unincorporated nonprofit organization, comprised of the Township of Springdale, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and the Borough of Cheswick, also a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "EMPLOYER",

AND

The ALLEGHENY VALLEY REGIONAL POLICE DEPARTMENT hereinafter referred to as "EMPLOYEE".

### Article I – Definitions & Miscellaneous

- a. A "full-time employee" is defined as any employee who is hired to fill a permanent position and who is normally scheduled to work forty (40) hours or more within a workweek and who has successfully completed the probationary period prescribed in this Agreement.
- b. A "probationary employee" is defined as any employee who is hired by the Employer to fill a Police Department position and who is in the process of completing the probationary period prescribed in this Agreement.
- c. A "regular part-time employee" is defined herein as a person who is normally scheduled to work less than forty (40) hours per workweek but at least eight (8) hours per workweek. In order to qualify as a regular part-time employee under this section an officer must work at least forty (40) out of fifty-two (52) weeks per calendar year. Regular part-time employees shall not be entitled to any benefits, rights and/or entitlements under this Agreement unless otherwise expressly stated. If a regular part-time employee works more than thirty-two (32) hours per week for a period of seventy (70) weeks in a twenty-four (24) month period, the Employer shall either reduce the regular part-time employee's scheduled hours or consider the employee a full-time employee and, if so designated, the employee's seniority date shall revert to the original date of hire.
- d. A "temporary" employee is defined herein as any person who is hired as a replacement for a full-time or regular part-time employee who is on an approved leave of absence and who is expected to return to employment. Temporary employees are excluded from coverage under this Agreement.
- e. It is understood and agreed that the Employer shall not employ temporary employees in any classification unit where a full-time employee or regular part-time employee is on layoff.

- f. It is expressly agreed to that while general provisions of this agreement apply to all employees, specific provisions of this employment agreement pertain only to full-time employees, including the Chief, unless it specifically references regular part-time employees, temporary employees, or otherwise. If there is a dispute as to whether a provision is general or specific, the interpretation of the Employer shall prevail.

## Article II – Management Rights

Section 1 – The Employer reserves all rights and powers conferred upon it by the Constitutions and Law of the Commonwealth of Pennsylvania and of the United States, except and only as expressly limited by a provision of this Agreement or by applicable law. It is understood and agreed that the Employer, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations including the direction of the work force and the right to plan, direct and control the operation of all equipment and other property of the Employer. The right to manage all operations and direct the work force, includes, but is not limited to, the right to hire, suspend, discharge, transfer, promote and demote and the right to schedule the work force, maintain accountability of the police force, provided, however, that no discipline or discharge will occur except for just cause. Matters of inherent managerial policy, including but not limited to imposition of policies for which discipline may be imposed, are reserved exclusively to the Employer. These include, but shall not be limited to, such areas of inherent managerial discretion or policy such as the functions and programs of the Employer, standards of service, its overall budget, utilization of any technology, including but not limited to GPS or other similar technology, the organizational structure and selection and direction of personnel.

Section 2 – Nothing contained in this Agreement shall preclude or prohibit management level personnel from performing work otherwise assigned to Employee, provided however, that no management level employee shall perform any work that would displace any full-time employee except as may be required on a temporary basis, or in the case of unforeseen events which require immediate attention or for the purpose of instruction and training.

Section 3 – The listing of specific rights in this Agreement is not intended to be, nor should it be, considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the Employer in the past.

## Article III – Non-Discrimination

Section 1 – The Employer and the Employee agree that the provisions of this Agreement shall be applied to all employees without reference to age, sex, race, creed, national origin, or disability. The EMPLOYEE understands and accepts its responsibility to participate in issues of reasonable accommodation as may be contemplated by the Americans with Disabilities Act.

## Article IV – Bulletin Boards

Section 1 – The Employee will post on departmental bulletin boards provided for its use, notices of recreational and social affairs. All other notices must be approved by the Employer before they may be posted on bulletin boards.



Article V – Hours of Work and Overtime

Section 1 – The regular workweek shall consist of five (5) consecutive days in any seven (7) consecutive day period beginning at 12:01 a.m. on Monday. The regular workday shall consist of eight (8) consecutive hours.

Section 2 – The standard workday shall be twenty-four (24) hour period commencing with the start of the employee’s shift.

Section 3 – Work schedules shall be posted at least thirty (30) calendar days in advance by Employer. In the event the Employer desires to deviate from the normal scheduled workweek, including the starting or quitting time, the Employer shall provide notice of such changes at least two (2) work days preceding the first day of the work week that such schedule changes are to become effective.

Section 4 – An employee shall receive one and one-half (1 ½) times his/her regular hourly rate of pay for all hours actually worked in excess of forty (40) hours in a work week. Holiday pay, Vacation days, Sick leave, and other paid leave, as specified in Articles VII through XI below shall not be considered “hours actually worked” for purposes of the overtime calculation.

Section 5 – Payment of overtime shall not be duplicated or pyramided for the same hours worked. Hours compensated at the rate of time and one-half pursuant to any provision of this Agreement shall not be counted further for any purpose in determining overtime eligibility under the same or any other provision of this Agreement.

Article VII - Wages

Section 1 - All full-time and regular part-time employees covered by this Agreement shall be paid in accordance with the following hourly pay schedule:

	2020	2021	2022	2023	2024	2025
Chief of Police	\$26.01	\$27.06	\$27.60	\$28.15	\$28.71	\$29.28
Sergeant	N/A	\$22.73	\$23.19	\$23.65	\$24.12	\$24.60
Full-Time Patrol Officer (hired as Full-Time Patrol Officer before 1/1/2020)	\$21.85	\$22.29	\$22.73	\$23.18	\$23.64	\$24.11
Full-Time Patrol Officer (hired as Full-Time Patrol Officer on or after 1/1/2020)	\$21.85	\$21.85	\$21.85	\$22.29	\$22.73	\$23.19
Part-Time Patrol Officer	\$17.00	\$17.50	\$18.00	\$18.50	\$19.00	\$19.00

Yearly raises as set forth in the schedule above shall commence on the January 1 of the stated calendar year.

Section 2 - During the first year of employment as a full-time employee, the starting hourly rate shall equal eighty-five percent (85%) of the hourly rate of the applicable full-time patrol officer. During the second year of employment as a full-time employee, the hourly rate shall equal ninety percent (90%) of the hourly rate of the applicable, full-time patrol officer. During the third year of employment as a full-time employee, the hourly rate shall equal ninety-five percent (95%) of the hourly rate of the applicable, full-time patrol officer. Following the third anniversary date as a full-time employee, the hourly rate shall equal one-hundred percent (100%) of the hourly rate of the applicable, full-time patrol officer.

Section 3 - The officer given the assignment of housing, feeding, cleaning, handling, maintaining and being responsible for the police dog owned by the Employer, if any, shall be provided with either of the following: (i) an additional ten (10) minutes of paid time per day, seven (7) days per week, at the officer's regular rate of pay, or (ii) an equivalent reduction in the amount of "scheduled" hours worked, as exclusively determined and scheduled by the Employer. Decisions to provide either (i) or (ii) referenced above, rest exclusively with the Employer. The parties agree that ten (10) minutes is sufficient to feed, clean, maintain and care for a canine. Officers assigned to a canine are prohibited from working in excess of ten (10) minutes to feed, clean, maintain or care for the canine assigned to them without seeking prior approval from the Employer. In addition, nothing herein will be interpreted as restricting the Employer's exclusive right to maintain and/or eliminate the Employer's K-9 Program.

The parties agree and acknowledge that the police dog owned by the Employer shall always remain the property of the Employer and the officer given the assignment of housing, feeding, cleaning, handling, maintain and being responsible for the police dog shall not use the police dog to perform any service or work for any other police department, other governmental agency, employer, or any other person whatsoever, except with the specific written consent of the Employer.

Section 4 – The Employer agrees to establish the position of Sergeant and to offer civil service testing for the Sergeant position within two months from the date of execution of this Agreement, and to thereafter offer the position to a candidate who so qualifies, effective January 1, 2021. As minimum requirements, a qualified candidate must be a current AVRPD full-time officer and must have a minimum of five-years' full-time experience with either the AVRPD or the former police departments of Springdale Township and/or Cheswick Borough; provided, however, that if no AVRPD full-time officer has said minimum five-years' experience, such requirement may be waived at the sole discretion of the Employer. Additional minimum qualifications, if any, and job duties shall be determined at the sole and absolute discretion of the Employer.

Section 5 – The Employer may create, at the Employer's sole and absolute discretion, the position of Lieutenant, with a rate of pay not to exceed the rate of pay of the Chief of Police, with job duties and minimum qualifications as shall be determined at the sole and absolute discretion of the Employer.

Section 6 – The Employer may, at the sole and absolute discretion of the Employer, increase the rate of pay of the Part-Time Patrol Officer beyond the rates specified in this Article; provided,



however, that the rate of pay may not exceed the rate of pay for the Full-Time Patrol Officer hired after 1/1/2020. Additionally, the Employer may, at the sole and absolute discretion of the Employer, elect to provide additional benefits to the Part-Time Patrol Officer not to exceed the benefits provided to the Full-Time Patrol Officer hired after 1/1/2020.

#### Article VII – Holidays

Section 1 – Full-time employees who have successfully completed the probationary period shall be eligible for holiday pay under the terms of this Article. For the following holidays, if the employee actually works the scheduled workday immediately before and after the holiday or is excused from work for paid leave other than sick leave. New Year's Day; Easter Sunday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day.

Section 2 – Eight (8) hours pay at a full-time employee's regular hourly rate shall constitute holiday pay.

Section 3 – Full-time employees required to work on any of the above-listed holidays shall, in addition to holiday pay, be paid one and one-half times their regular hourly compensation for all hours worked.

Section 4 – Regular part-time employees are not entitled to holiday pay but shall be paid one and one-half (1 ½) times his/her regular hourly rate of pay for all hours actually worked on any of the above-listed holidays.

Section 5 – Holidays are observed from 12:00 a.m. on the date of the holiday (or the observance day) and conclude at 11:59:59 p.m. on that day.

#### Article VIII – Vacation

Section 1 – Vacation is earned based upon the past service. Full-time employees who have successfully completed the probationary period shall earn vacation leave as follows:

- a. Any full-time employee hired prior to July 1 in any given year and who completes his/her first anniversary of employment shall be entitled to two (2) days vacation with pay in the succeeding year.
- b. Any full-time employee hired after July 1 in any given year and who completes his/her first anniversary year of employment shall be entitled to one (1) day vacation with pay in succeeding year.

Beginning each January 1 thereafter, such full-time employees will be entitled to annual vacation with pay in the amount earned in the preceding year of employment as follows:

<u>Years of Service</u>	<u>Annual Entitlement</u>
After 1 year to completion of five (5) years	five (5) days
After five (5) years to completion of ten (10) years	ten (10) days
After ten (10) years	fifteen (15) days

Section 2 – Vacation up to forty (40) hours (5 days) may be accrued into a “bank”. Banked days may be used as regular vacation with approval by Employer.

Section 3 – Full-time employees must take their vacations in minimum units of one (1) week. The Employer has the authority to grant exceptions to this requirement on a case-by-case basis.

Section 4 – The approval of the Employer shall be required in order for more than one Full-Time employee to take vacation days at the same time. In the event that such approval is not granted, the Full-Time employee that first requested the vacation days shall have preference for such vacation days over the other Full-Time employee(s).

#### Article IX - Sick Leave

Section 1 - A full-time employee who have successfully completed the probationary period shall be eligible for sick leave. It is understood that paid sick leave is an important benefit available for use in those circumstances outlined in this Article. Any abuse, improper or excessive use will result in disciplinary action up to and including discharge.

Section 2 - The Employer reserves the right to require a physician’s certification of illness or injury as a condition of paid sick leave for any full-time employee who is off work due to a sickness or injury for three (3) or more consecutive days, or whenever there is a reasonable basis to believe that a full-time employee is abusing the provisions of the sick leave article.

Section 3 - Each full-time employee who completes the probationary period shall be entitled to five (5) days of paid sick leave per year.

Section 4 - Unpaid leave at the discretion of the Employer shall be provided on a uniform and non-discriminatory basis.

#### Article X – Other Paid Leave

Section 1 – Military Leave: Military leave shall be provided in accordance with applicable law. Nothing in this Agreement shall be interpreted as granting an employee any pay or benefit in addition to that as provided by law.

Section 2 – Bereavement Leave: A full-time employee who has successfully completed the probationary period shall be granted three (3) calendar days’ absence from work without loss of pay to attend funeral services whenever a death occurs in the full-time employee’s immediate family. This is not a guarantee of three (3) workdays leave and the day after the funeral shall terminate bereavement leave. Immediate family is defined to mean spouse, parent, parents of spouse, child, brother or sister, grandfather or grandmother or grandchild. In the event of death of a full-time employee’s brother-in-law or sister-in-law, the full-time employee shall receive one (1) calendar day of funeral leave.

Section 3 – Jury Duty Leave: Any full-time employee ordered to report for jury duty shall be granted a leave of absence with pay from his/her regular duties during the actual period of such



jury duty. Any full-time employee who serves jury duty shall remit to the Employer any compensation paid for such jury service.

Section 4 – Personal Leave: Full-time employees who have successfully completed the probationary period and having one (1) or more years of services shall be granted two (2) days of personal leave. Personal days shall be scheduled and granted for day requested subject to management's responsibility to maintain efficient operations. Except in cases of emergency, the employee shall request personal leave at least seven (7) calendar days in advance of the personal day selected by the full-time employee. Requests for personal leave shall not be unreasonably denied provided however that personal leave which would create overtime may be denied on that basis.

#### Article XI – Health Insurance

Section 1 – Full-time employees who have successfully completed their probationary period and are actively working shall continue to be covered by the current health care plan in effect. The Employer's responsibility for health insurance shall be limited to the rate for individual coverage for each full-time employee.

Section 2 – Full-time employees who have successfully completed their probationary period shall receive \$500.00 towards out of pocket expenses.

Section 3 – The Employer will be able to change carrier or plan that is equivalent in benefits, co-pays, and deductibles. Equivalent in this context will not mean exactly the same. Rather, equivalent shall mean a plan having, when compared as a whole, benefits that are at least equal to the current coverage.

Section 4 – Any full-time employee who has successfully completed the probationary period and who is covered by spousal insurance will receive \$1,200/year in benefit reimbursement from the Township of Springdale.

Section 5 – Each full-time employee who has successfully completed the probationary period is eligible for up to \$75.00 reimbursement per month for supplemental AFLAC insurance benefits, equating to \$900 annually. This reimbursement is paid in early December, unless formally requested and approved by the Allegheny Valley Regional Police Commission.

#### Article XII – Uniforms and Equipment

Section 1- Full-time employees and regular part-time employees shall continue to wear appropriate work attire and will be provided a clothing allowance as outlined in Section 2 below. Employees shall be responsible for repairing or replacing items lost or damaged due to their carelessness and may be subject to disciplinary action. Employees failing to comply with the work attire or uniform may be subject to disciplinary action.

Section 2 - Each full-time employee shall be provided an allowance of four hundred dollars (\$400.00) per year for work clothing and equipment. The employees agree to follow the purchase order system established by the Employer. All clothing allowances must be expended prior to

December 1 of each year. Clothing allowance allotments shall not be carried over from one year to another, except that any unused allowance may be carried over for the purpose of purchasing a replacement bulletproof vest once the bulletproof vest used by the employee is no longer fit for service, and in an amount not to exceed one thousand (\$1,000.00) dollars.

Section 3 - Each regular part-time employee shall be provided two pairs of pants, a long sleeve shirt and a short sleeve shirt upon hire. For additional uniform items, part-time employees with more than one (1) year of service may receive an allowance of two hundred (\$200.00) per year, provided that the employee follows the purchase order system established by the Employer. Uniform allowance allotments for part-time employees shall not be carried over from one year to another. Part-time employees with less than one (1) year of service may be reimbursed up to two hundred (\$200.00) dollars for the purchase of uniform items made during the first year of employment, but only after the one-year anniversary date from the initial date of hire, provided that the employee remains employed by the Employer, follows the purchase order system established by the Employer, and presents receipts to the Employer for such purchases within thirty (30) days from the aforementioned anniversary date.

### Article XIII - Seniority

Section 1 - Seniority shall be defined as the length of continuous service in the Police Department. Continuous service shall be computed from the last date of hire. Regular part-time employees shall be placed on a separate seniority roster and their seniority shall be based upon the length of continuous service with the Employer since their last date of hire. Continuous service shall be broken by:

- a. Quit. Absence for three (3) consecutive workdays without notice to the Employer shall also constitute a "quit".
- b. Discharge for Cause.
- c. Except as otherwise specifically provided in this Section, absence from work for any reason for a period in excess of one hundred eighty (180) calendar days.
- d. Layoff in excess of eighteen (18) calendar months.
- e. Absence from work in excess of two (2) years due to a compensable disability incurred during the course of employment with the Employer.
- f. Failure to report to work within five (5) days after recall to work sent by certified mail to the employee's last known address. Each employee is responsible for maintaining with the Employer residence address information.
- g. Transfer or promotion to a position outside of the Police Department.

Section 2 – Newly hired full-time and regular part-time employees, including those hired after a break in continuous service, shall be regarded as probationary employees for the first twelve (12) calendar months. During such period, the probationary employee shall have no seniority rights,



shall not be entitled to the rights and benefits of this Agreement, and may be laid off or discharged as exclusively determined by the Employer without recourse to the grievance arbitration provisions of this Agreement. Once a probationary employee completes his/her probationary period and is retained by the Employer, the seniority date shall be calculated from the original date of hire. When a part-time employee is promoted to a full-time employee, his/her time as a part-time employee shall not be counted against the probationary period, and the probationary period shall begin on the date of promotion to a full-time employee.

#### Article XIV – Promotions, Transfers, and Layoffs

Section 1 – Nothing in this Agreement shall be construed to conflict with the First Class Township Code, the Borough Code, or the Employer's Civil Service Rules and Regulations passed in accordance with the First Class Township Code and the Borough Code, which are deemed to be controlling in the event of conflicts with this Agreement. Further, nothing in this Agreement shall be construed to conflict with the Allegheny Valley Regional Police Department Charter Agreement. In all cases of promotions, transfer or layoff, the Employer shall comply with the provisions of the First Class Township Code, the Borough Code and Employer's Civil Service Rules and Regulations passed in accordance with the First Class Township Code and the Borough Code.

#### Article XV - Grievance Procedure

Policy: It is the policy of the Employer and the Employee to encourage a harmonious and cooperative relationship and to resolve full-time and regular part-time employee grievances in accordance with fair and orderly procedures.

Definition: A grievance is a dispute concerning the interpretation, application or alleged violation of the express terms of this Agreement.

Section 1 - A grievance must be filed within ten (10) calendar days of the alleged incident. The grievance must cite the specific Section of this Agreement that is implicated and provide all information and documentation supporting the grievance. A full-time or regular part-time employee is entitled to select the Employee or its accredited representative to represent him/her during all steps of the grievance procedure which shall be as follows:

**Step 1 – Department Head:** A full-time or regular part-time employee with a grievance shall discuss it with the Department Head, who shall attempt to resolve the grievance to the mutual satisfaction of the grievant and management within five (5) calendar days of its presentation. The Department Head shall report his/her decision in writing to the grievant. If the grievant does not proceed with his/her grievance to the second step within the time limits prescribed in the following subsection, and no written extension of time is granted, the grievance shall be considered to have been satisfactorily resolved and/or withdrawn.

**Step 2 – Allegheny Valley Regional Police Commission:** If the grievant is not satisfied with the disposition of the grievance after receiving a decision from the Department Head, or if no decision is received within the time period prescribed in Step 1, they may submit a written appeal to the Allegheny Valley Regional Police Commission. The written appeal must be submitted

within five (5) calendar days after receiving a decision at the first step or within not less than five (5) calendar days nor more than ten (10) calendar days after the grievance was presented at the first step. The Commissioners, shall within five (5) calendar days after receiving the appeal, meet with the grievant in an attempt to resolve the grievance and shall give the grievant a written decision within five (5) calendar days following the meeting. If the grievance is not pursued to the third step, the grievance shall be considered to have been satisfactorily resolved and/or withdrawn.

**Step 3 – Arbitration:** If the Employee is not satisfied with the disposition of the grievance at the second step, they may appeal to arbitration within five (5) calendar days after receiving a decision at the second step or in not less than twenty (20) days calendar days nor more than twenty-five (25) calendar days after the grievance was presented at the first step. A request for arbitration may be initiated by serving upon the Employer a notice in writing of an intent to proceed to arbitration. Upon receipt of a notice requesting arbitration, the parties shall meet to select an arbitrator. If the parties cannot agree on the selection of a neutral arbitrator, the parties shall request a list of seven (7) local arbitrators from the American Arbitration Association. The parties shall strike names from the list of arbitrators with the Employer striking first until one name remains. The American Arbitration Association will be notified of the Arbitrator selected and a hearing shall be held on a date and time, and at a location mutually agreed upon by the Employer and the Employee. Expenses incidental to the services of the neutral arbitrator shall be paid jointly by the Employer and the Employee, one-half (1/2) each. The parties shall bear the expense of preparing and presenting their respective cases.

Section 2 – The arbitrator shall be requested to issue a decision within thirty (30) days after conclusion of the arbitration hearing and the decision shall be final and binding on the parties. The arbitrator shall have no power or authority to make any decision contrary or inconsistent with the terms of this Agreement or applicable law or which otherwise operates to limit or interfere with the powers and responsibilities of the Employer.

Section 3 – The time limits set forth in this grievance procedure shall, unless extended by mutual written agreement of the parties, be considered to the highest degree binding.

Section 4 – A grievance may be withdrawn by the Employee or grievant at any time and the withdrawal of any grievance shall not be prejudicial to the position taken by the parties as they relate to that grievance or any future grievance.

Section 5 – Nothing in this Article shall preclude any individual grievant or group of grievants from, at any time, presenting grievances to the Employer and having them adjusted without the intervention of the bargaining representative as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and provided that the bargaining representative has been given an opportunity to be present at such adjustment.

#### Article XVI – Pensions

The Employer shall maintain a police pension plan in accordance with the Allegheny Valley Regional Police Department Charter Agreement, dated April 18, 2019 which is attached hereto and incorporated herein by reference.



Article XVII – Subcontracting/Regionalization

The Employer may, during the term of this Agreement, choose to deliver to police services by joining a police department formed pursuant to the Intergovernmental Cooperation Act or by contracting with another community or communities for such services. In either case, the Employer cannot do this unless it provides at least three (3) months' notice of an intent to do so and meets at reasonable times and place to bargain over the impact of this decision.

Article XVIII – Separability


In the event any of the terms and 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 court of competent jurisdiction, such invalidity or unenforceability shall not affect or impair any other terms of provisions hereof, unless the other terms or provisions are directly affected by the Section declared invalid or unenforceable.


Article XIX – Duration

This Agreement shall be binding upon the parties hereto from the date of execution through December 31, 2025, and thereafter from year to year unless either party notified the other by certified mail on or before July 1, 2025, or thereafter on or before July 1 of the then-applicable calendar year of its desire to modify, revise or terminate this Agreement.

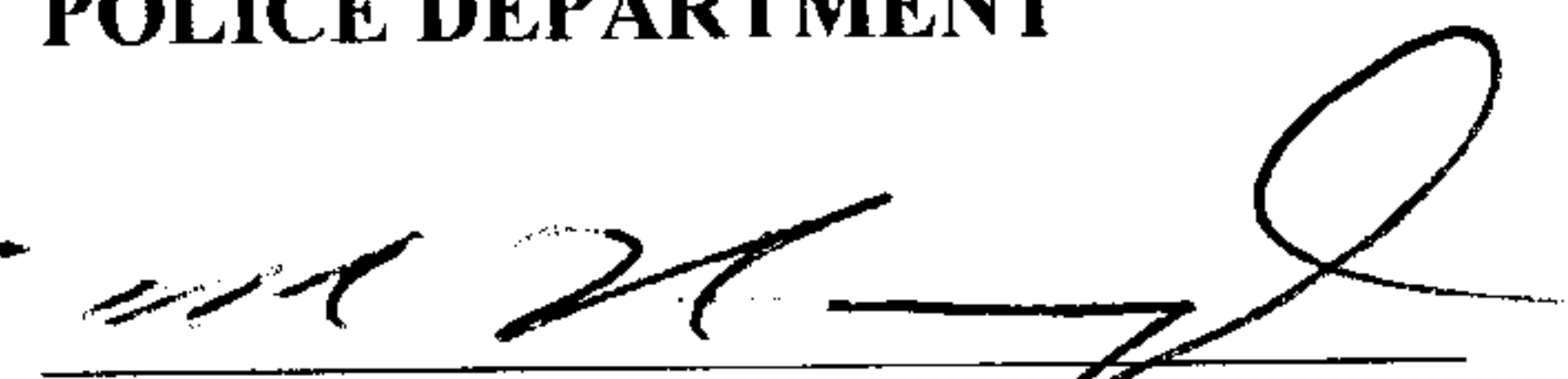
NOW THEREFORE, intending to be legally bound to the terms set forth in this agreement, parties place their hands and seals on this 13 day of October, 2020.


**ALLEGHENY VALLEY REGIONAL  
POLICE COMMISSION**

  
\_\_\_\_\_  
Timothy J. Swartz, Chair

  
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Michael J. Guder, Vice Chair

**ALLEGHENY VALLEY REGIONAL  
POLICE DEPARTMENT**

  
\_\_\_\_\_  
Michael Naviglia, Chief of Police

  
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CRAIG CUMMINGS