# BOROUGH OF EDGEWORTH COLLECTIVE BARGAINING AGREEMENT

January 1, 2020

## **INDEX**

ARTICLE	I	COLLECTIVE BARGAINING	1
ARTICLE	II	WORK DAY, WEEK AND SCHEDULE	2
ARTICLE	III	EFFECTIVE DATE	2
ARTICLE	IV	BASE SALARY, HOURLY RATE, OVERTIME RATE	3
ARTICLE	V	LONGEVITY PAY	4
ARTICLE	VI	OFF DUTY COURT AND CRIME LAB APPEARANCES	4
ARTICLE	VII	VACATIONS	5
ARTICLE	VIII	HOLIDAYS HOLIDAY PAY AND COMP TIME	6
ARTICLE	IX	LIFE INSURANCE	
ARTICLE	X	MEDICAL VISION AND DENTAL INSURANCE	7
ARTICLE	XI	POLICE PROFESSIONAL LIABILITY INSURANCE	9
ARTICLE	XII	SICK LEAVE	9
ARTICLE	XIII	BEREAVEMENT LEAVE	11
ARTICLE	XIV	PERSONAL LEAVE	11
ARTICLE	XV	PENSION VESTING SCHEDULE	12
ARTICLE	XVI	CLOTHING ALLOWANCE	12
ARTICLE	XVII	PROFESSIONAL EDUCATION	12
ARTICLE	XVIII	PENSION ARRANGEMENTS	
ARTICLE	XIX	MANDATORY PHYSICAL	14
ARTICLE	XX	RECEIPTED EXPENSES	14
ARTICLE	XXI	SAFETY POLICY	
ARTICLE	XXII	PHYSICIANS PANEL	
ARTICLE	XXIII	SEPARATE CONTRACT FOR CHIEF	
ARTICLE		GRIEVANCE PROCEEDINGS	
ARTICLE	XXV	PROBATIONARY PERIOD/NEW HIRES	
ARTICLE		MANAGEMENT RIGHTS	
ARTICLE		CHANGES IN AGREEMENT	
		WORK STOPPAGE	
ARTICLE		SEVERABILITY	
ARTICLE	XXX	RESIDENCY	19
ARTICLE	VVVI	ENTIRE AGREEMENT	20

#### <u>AGREEMENT</u>

THIS AGREEMENT, effective the 1st day of January 2020 by and between:

BOROUGH OF EDGEWORTH, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania and located in the County of Allegheny and Commonwealth of Pennsylvania aforesaid (hereinafter referred to as "Borough"),

#### **AND**

WAGE AND POLICY REPRESENTATIVES of the Police Force of the Borough (hereinafter referred to as "Representatives").

#### WITNESSETH

WHEREAS, the Borough and the Representatives have settled their differences through a collective bargaining process; and

WHEREAS, the Borough and the Representatives agree that they are bound by the terms of the Act of June 24, 1968, P.L. 237, No. 111, 43 P.S. § 217.1 et seq., ("Act 111" hereinafter).

NOW, THEREFORE, for and in consideration of the covenants herein contained and intending to be legally bound hereby, the parties hereto do hereby covenant and agree as follows:

#### ARTICLE I

#### **COLLECTIVE BARGAINING**

By execution of this Agreement, the Representatives certify that they have been designated by fifty-one (51%) percent or more of the members of the Police Force of the Borough as the exclusive collective bargaining agents for the Police Force of the Borough with respect to the terms and conditions of their employment including compensation, hours, working conditions, retirement, pensions and other benefits. Evidence of such designation will be produced by the Representatives, upon request by the Borough.

#### ARTICLE II

## WORK DAY, WEEK AND SCHEDULE

A "work day" shall consist of twenty-four (24) consecutive hours beginning with the scheduled starting time of the first shift of 7:00 a.m. to 3:00 p.m., then the second shift of 3:00 p.m. to 11:00 p.m., and then the third shift of 11:00 p.m. to 7:00 a.m. A "scheduled work day" shall consist of eight (8) consecutive hours of work per shift. However, in no event shall a member of the Police Force be required to work more than seven (7) consecutive scheduled work days under a work schedule, except in the event of an emergency or temporary vacancy on the police force arising out of illness or other reason. Each member of the Police Force shall, subject to the third sentence of this Paragraph 2, work the shifts and work days assigned to him by the Borough, and the Borough reserves the right to change and adjust the shift starting times in the event of an emergency, in the event that it deems it necessary or determines that special operational needs require it. Overtime may be accumulated within the applicable calendar year, but is not cumulative from year to year or carried over to any subsequent year. If overtime is required, an officer is guaranteed at least three (3) hours of such overtime, excluding holdovers.

#### ARTICLE III

#### EFFECTIVE DATE

This Agreement shall become effective as of January 1, 2020 and shall continue in full force and effect through December 31, 2023.

## ARTICLE IV BASE SALARY, HOURLY RATE, OVERTIME RATE

Except as set forth in Article XXVI with respect to the newly hired full-time officers, the Base Salary for each full-time member of the Police Force will be as follows:

Period:	Hourly Rate:	Annual Base Salary:
January 1, 2020 through December 31, 2020	\$42.85	\$89,128
January 1, 2021 through December 31, 2021	\$44.14	\$91,811.20
January 1, 2022 through December 31, 2022	\$45.47	\$94,577.60
January 1, 2023 through December 31, 2023	\$46.84	\$97,427.20

The Borough agrees that if a member of the Police Force is appointed to the position of Sergeant pursuant to the terms outlined in Article XXVI, the hourly rate shall increase by one dollar and fifty cents (\$1.50) per hour over the base hourly rate outlined above.

The Borough agrees to pay Overtime to a member of the Police Force at the rate of one hundred fifty (150%) percent of the member's Regular Hourly Rate (a) for any time worked over eight (8) hours per day; (b) for any time called out to work on a scheduled day off; and, (c) for any shift, excluding holdovers, where the member has not had a least sixteen (16) hours of time off before the commencement of such shift.

If the CPI-U of the previous year is five percent (5%) or greater, the Borough agrees to renegotiate the Base Salary set forth in this Article IV for the year following such 5% year, if requested in writing by the Representatives by May 31 of the year following the 5% year. If no agreement is reached by June 30 of the year in which the request is properly made, either party may request arbitration. Any increase will be retroactive to January 1 of the year under negotiation.

#### ARTICLE V

#### LONGEVITY PAY

Each policeman entitled to longevity pay shall be paid at the rate of Five (\$5.00) Dollars per month, if such policeman has between one (1) and three (3) years of service. Each policeman entitled to longevity pay shall be paid at the rate of Six (\$6.00) Dollars per month, if such policeman has between (4) and ten (10) years of service. Each policeman entitled to the longevity pay shall be paid at the rate of Seven (\$7.00) Dollars per month, if such policeman has eleven (11) or more years of service. The total amount of longevity pay to be paid any officer may not, however, exceed One Thousand Five Hundred (\$1,500) Dollars if the Officer is hired on or before December 31, 2015. The total amount of longevity pay to be paid any officer may not, however, exceed One Thousand Two Hundred (\$1,200) Dollars if the Officer is hired on or after January 1, 2016.

#### ARTICLE VI

#### OFF DUTY COURT AND CRIME LAB APPEARANCES

If a member of the Police Force represents a municipality during his time off in a trial court of record in the Commonwealth of Pennsylvania in a proceeding directly related to his duties as such member or otherwise when authorized to do so by the Chief of the Police Force or Borough Manager, he shall be entitled to receive compensation equal to eight (8) times his Regular Hourly Rate per day of representation, or compensation for actual time spent, whichever is greater. In appellate court proceedings or when delivering evidence to a criminal laboratory, the member shall be paid at his regular hourly rate, but the minimum deemed appearance time for an appellate court appearance and pre-trial appearance shall be four (4) hours, and the minimum deemed appearance time for crime laboratory duties shall be three (3) hours.

If a member of the Police Force represents a municipality during his time off before a Magistrate in the Commonwealth of Pennsylvania in a proceeding directly related to his duties as such member, or otherwise when authorized to do so by the Chief of the Police Force or the Borough Manager, he shall be entitled to receive reimbursement of Fifteen (\$15) Dollars per proceeding, or compensation for actual time spent, with a minimum compensation of two (2) hours at 1.5 times the officer's hourly rate, whichever is greater.

#### ARTICLE VII

#### **VACATIONS**

The Vacation Schedule during the term of this Agreement is as follows:

Service	Work Days
1 year of continuous service but less than 5 years	10
5 years of continuous service but less than 12 years	15
12 years of continuous service but less than 17 years	20
Over 17 years of continuous years	25

The vacation year shall be the calendar year and for vacation purposes, the years of continuous service of a member of the Police Force for any vacation year shall be those years of continuous service which he has as of December 31 of such vacation year. In addition, if a patrolman starts work any time during the year, he shall receive five (5) days vacation in the current calendar year if hired between January 1 and June 30th to be taken between July 1 and December 31 based on seniority. An officer hired on or after July 1 would not be eligible for any vacation days until the next calendar year. The vacation period of each member of the Police

Force will be as agreed to by the Borough and such member. Members (i.e., full-time officers) shall select their vacation periods in order of their seniority.

It is understood and agreed that the above schedule is based upon members of the Police Force working no more than five (5) consecutive scheduled work days under a work schedule, except in the event of an emergency or temporary vacancy on the police force arising out of illness or other reason. Should the work schedule change such that the Members are normally working seven (7) consecutive scheduled work days, then the Vacation Schedule in the Collective Bargaining Agreement between the parties hereto which was effective January 1, 1995 to December 31, 1998, will again become effective and the Vacation Schedule set forth herein will be void. This section will not be construed as limiting, waiving or otherwise restricting the right of the Borough to set and change work schedules, as set forth in Articles II and XXVII hereof.

#### ARTICLE VIII

#### HOLIDAYS, HOLIDAY PAY AND COMPENSATORY TIME

The following Holidays are recognized as such by the Borough and the Representatives:

New Year's DayLabor DayGood FridayVeterans DayEasterThanksgivingMemorial DayChristmasIndependence DayNew Year's Eve

Recognized holidays shall be twenty-four (24) consecutive hours beginning with the starting time of the first shift of the recognized holiday. Holiday pay, as noted in the following, shall be made to officers working within the twenty-four (24) hour period. Payment for officers working a scheduled eight hour shift on a recognized holiday shall be double time and one-half (i.e. base salary plus 1-1/2 times hourly rate). If an officer should work more than an eight (8)

hour shift on a recognized holiday, or, if an officer is called out to work on a recognized holiday when the officer has not been scheduled to work that day, compensation to an officer for such time worked shall be at the rate of 2-1/2 times his hourly rate. The Borough reserves the right to first offer additional Over Time or Call Out holiday hours to a Part Time officer. An officer who does not work on a recognized holiday shall receive double time pay (i.e., base pay plus eight (8) times the officer's Regular Hourly Rate).

Holiday pay shall be paid to each member of the Police Force during the month in which the holiday falls. However, a member of the Police Force may, at his option and in lieu of holiday pay, take compensatory time, provided that he first obtains permission of the Chief of the Police Force to do so. There shall be no maximum limit for compensatory hours taken in lieu of holiday pay. Compensatory time may be earned in lieu of overtime pay as well, but shall not exceed forty (40) hours per year in lieu of overtime pay, and a part-time officer must be used to provide coverage when this time is used. Compensatory time may be carried from month to month and year to year.

## ARTICLE IX

#### LIFE INSURANCE

The Borough will provide each member of the Police Force with group term life insurance in the amount of Fifty Thousand (\$50,000) Dollars during the term of this Agreement.

#### ARTICLE X

#### MEDICAL, VISION AND DENTAL INSURANCE

During the term of this Agreement, the Borough will provide to members of the Police Force group medical insurance coverage under the Municipal Benefits Services MBS PPO 2600Q Plan, with Integrated Drug Deductible. The Borough agrees to pay the deductible for the plan. All members of the Police Force will be required to contribute towards the group medical insurance coverage, via payroll deduction, as per the following schedule:

PERIOD:	CONTRIBUTION PER BI-WEEKLY PAY PERIOD:	
January 1, 2020 - December 31, 2020	Ninty dollars (\$90.00)	
January 1, 2021 - December 31, 2021	One Hundred dollars (\$100.00)	
January 1, 2022 - December 31, 2022	One Hundred Ten (\$110.00)	
January 1, 2023 - December 31, 2023	One Hundred Fifteen (\$115.00)	

If the insurance rate for the Borough should increase more than thirty percent (30%) at the time of policy renewal, the Borough reserves the right to open this contract for negotiations for medical insurance coverage contributions only. If re-opened, the Police Force (Bargaining Unit) reserves the right to binding arbitration on this item only.

The Borough will provide at no cost to the members of the bargaining unit, High Option Dental coverage through United Concordia<sup>TM</sup> (MEIT) The Borough reserves the right to purchase equivalent coverage from another insurance carrier. The Borough shall also provide at no cost to the members of the bargaining unit, VBA Basic Vision Insurance through MEIT. The Borough reserves the right to purchase equivalent coverage from another insurance carrier. A fully retired member of the Police Force shall also be entitled to continue to participate in any such group hospitalization insurance program, subject to the condition that such retired member shall reimburse the Borough on a monthly basis for the premiums attributable to his continued participation.

A member of the police force may completely opt out of the family and spousal coverage option of the medical insurance plan with written spousal permission and Borough's insurance

carrier's permission and by showing proof of other medical insurance coverage. In lieu of Borough family insurance coverage, One Hundred (\$100) Dollars additional compensation will be added to the officer's bi-weekly pay.

A member of the police force may opt out of individual medical insurance coverage by showing proof of other medical insurance coverage and with permission of the Borough's insurance carrier. In lieu of Borough insurance coverage for individual coverage, a fifty (\$50) Dollar additional compensation will be added to the officer's bi-weekly pay.

The opt-out program will be pursuant to a written policy established by the Borough that will contain applicable IRS restrictions.

#### ARTICLE XI

#### POLICE PROFESSIONAL LIABILITY INSURANCE

All members of the Police Force will be covered by a Police Professional Liability Insurance policy with an annual liability limit of Five Hundred Thousand (\$500,000) per occurrence and an annual aggregate liability limit of One Million (\$1,000,000) Dollars. The cost of such insurance shall be borne by the Borough. The Borough also agrees to use its best efforts to purchase a similar policy with a combined single liability limit of One Million (\$1,000,000) Dollars.

#### ARTICLE XII

### SICK LEAVE

Each member of the Police Force shall earn sick leave hours for non-job related illnesses or disabilities at the rate of eight hours for each month of work. One thousand four hundred and forty hours (180 days) may be accumulated. When a member of the Police Force is not able to work on any scheduled work day due to a non-job related illness or disability, he will exhaust

eight hours of sick time. Until all the sick leave hours are exhausted, the sick member shall be compensated at one hundred (100%) percent of his Regular Base Salary. After the sick leave hours are exhausted, the member will be paid at the rate of fifty (50%) percent of his Regular Base Salary until the date of his retirement, such payment to be reduced, however, by any benefits (other than any benefits privately purchased by the member) paid by any governmental agency, insurer or third party by reason of the member's disability or illness. A member of the Police Force with less than six (6) months of service will receive no such compensation after the exhaustion of his sick leave hours. A member has the right to re-accumulate sick leave hours after all or part of them have been exhausted by earning the same at the rate of eight (8) hours for each month subsequently worked after his disability or illness. The Borough reserves the right to require a member of the Police Force on sick leave to be examined by a physician selected by the Borough and the member. The Borough also shall have the right to require a Physician's Certificate in order to verify any sick leave time taken by such member in excess of three (3) consecutive days. In the event that such an examination results in a finding by the physician that the member is not at work for a reason unconnected to a legitimate non-job related illness or disability, no compensation shall be paid to such member until he returns to work. A job-related illness or disability will be only compensated as required by applicable statute. No compensation will be paid for accumulated sick leave hours to a member leaving the Police Force prior to full retirement. At the time of full retirement, unused sick days shall be bought back by the Borough at a rate of fifty percent (50%) of the officer's current hourly rate, with the total amount of buy back no to exceed five thousand \$5,000.00)

#### ARTICLE XIII

#### BEREAVEMENT LEAVE

Up to five (5) days of bereavement leave with pay concurrent with a death in the immediate family will be granted to a member of the Police Force in the event of the death of a spouse, child, parent, sister or brother. Up to three (3) days of bereavement leave with pay concurrent with a death in the non-immediate family will be granted to a member of the Police Force in the event of the death of a father-in-law, mother-in-law, and grandparent. One (1) day of bereavement leave will be granted to a member of the Police Force in the event of the death of an uncle or aunt. A member of the Police Force on bereavement leave will be compensated at one hundred percent (100%) Regular Base Salary during the leave. Bereavement leave will be paid only on those days that a member of the Police Force has been scheduled for work. No bereavement leave will exhaust any sick leave hours granted under Paragraph 12 hereof.

## ARTICLE XIV

#### PERSONAL LEAVE

The Borough shall provide three (3) personal leave days per year with prior approval from the Chief of Police. Pay for personal leave days is to be included in an officer's Base Salary, and all requests for such days are to be made fourteen (14) days prior to when the personal leave day is to be taken. An additional personal day will be awarded to an officer in the calendar year following a year in which the maximum of one hundred eighty (180) sick days have been accumulated and no sick days for that year have been used.

#### ARTICLE XV

#### PENSION VESTING SCHEDULE

A participant who has completed at least twelve (12) years of aggregate service and whose employment with the employer shall terminate for any reason other than death or total and permanent disability prior to attainment of normal retirement shall be entitled to elect to receive a deferred vested benefit in lieu of a distribution of accumulated contributions under the Police Pension Plan by filing with Borough Council, within ninety (90) days from the date the participant ceases to be a full-time police officer, a written notice of his intention to vest. Upon reaching the date which would have been his superannuation retirement date if he had continued to be employed as a full-time police officer, he shall be paid the accrued benefit (as defined in the Police Pension Plan) as of the date of termination.

#### ARTICLE XVI

#### CLOTHING ALLOWANCE

Each member of the Police Force is entitled to an annual clothing allowance in the amount of Six Hundred (\$600) Dollars. The Borough will also furnish each member with leather goods and jackets in the event that the same are deemed by the Borough to be needed by the member. Title to any such uniforms, goods and jackets shall be vested in the Borough. All cleaning expenses for uniforms, goods and jackets shall be paid out of each member's clothing allowance.

#### ARTICLE XVII

#### PROFESSIONAL EDUCATION

For required schooling by the Borough, each officer who is off-duty will be paid at the rate of one and one-half (1-1/2) times his hourly rate while attending the school. For

non-required schooling approved by the Chief of Police and the Borough Manager, each officer will receive reimbursement for the actual cost of the schooling (i.e. tuition, seminar fees, etc.). For both required and non-required schooling, an officer shall receive a mileage allowance of forty eight and one-half (48.5) cents per mile, or that allowance received by other Borough employees, or the maximum fixed mileage allowance permitted under Section 274 of the Internal Revenue Code of 1986, whichever allowance is greater, when using his/her own automobile pursuant to an authorization to do so by the Chief of Police or Borough Manager.

## ARTICLE XVIII

#### PENSION ARRANGEMENTS

The Borough agrees to amend its Police Pension Plan to increase the pension length of service increment to \$100 per month for service in excess of 26 years of service; \$200 per month in excess of 27 years; \$300 per month in excess of 28 years: \$400 per month in excess of 29 years and \$500 per month in excess of 30 years of service under Act 600, 53 P.S. 771(f). This amendment shall be effective as of January 1, 2008.

Effective for officers retiring on or after January 1, 2004, the Borough agrees to amend its Police Pension Plan to provide a cost-of-living benefit pursuant and subject to Act 600 (53 P.S. 771(g)) which will provide for a ten (10) percent maximum increase in pension adjustment, which will also never be more than seventy-five (75) percent of the salary used to compute the original pension amount.

#### ARTICLE XIX

## MANDATORY PHYSICAL

In addition to any physical examinations required by ARTICLE XII hereof, the Borough shall have the right to require each member of the Police Force to take an annual physical examination to be administered by an appropriate physician selected by the Borough. The cost of any such examination shall be borne by the Borough.

#### ARTICLE XX

#### RECEIPTED EXPENSES

The Borough will pay all receipted expenses, such as parking and meals, of up to fifteen (\$15) Dollars for any class or school over four (4) hours. Additionally, the Borough will pay all receipted parking expenses related to court appearances. Officers agree to make a good faith effort to find a reasonably priced lot.

#### ARTICLE XXI

#### SAFETY POLICY

The parties hereto acknowledge that the maintenance of safe equipment and the adoption of practices and procedures promoting safety are paramount objectives in the management of the Police Force. The Borough agrees, in furtherance of these objectives, to direct the Chief of Police to appoint an officer to monitor equipment maintenance and serviceability. The Borough further agrees, in maintaining such equipment, to solicit the recommendations of the appointed officer in this regard and to consider carefully such recommendations.

#### ARTICLE XXII

#### PHYSICIANS PANEL

The parties agree to the formation of a panel of physicians to review all work related injuries in accordance with the Workers' Compensation Reform Act. The panel will be comprised of local physicians and will be subject to the approval of the Borough's insurance carrier.

#### ARTICLE XXIII

#### SEPARATE CONTRACT FOR CHIEF

Regardless of whether the Chief of the Police is included as a matter of law in the bargaining unit referenced to in ARTICLE I hereof, the parties hereto agree that the Borough may enter into separate employment provisions for the Chief, and this Agreement will not be applicable to him except to the extent that Act 130 so requires.

#### ARTICLE XXIV

## **GRIEVANCE PROCEEDINGS**

A "grievance" shall mean any difference or dispute between the Borough and any policeman with respect to the meaning, interpretation, claim of breach, or violation of any of the provisions of the agreements between the parties. The proper parties to any grievance shall be the Borough and the collective bargaining representative of the policemen and/or individual policeman. All grievances shall be resolved in the following manner: Notice in writing by the complaining party, stating in detail the grievance, shall be served on the other party. Such notice shall include a designation of the person, named by the complaining party, authorized to discuss the grievance, if other than the grievant. Within ten (10) days of receiving such notice, the other

party shall name in writing a representative authorized to discuss the grievance. The two appointed representatives shall immediately commence discussions for the purpose of resolving the grievance. In the event that the two representatives are unable to resolve the grievance to the satisfaction of all parties within fifteen (15) days of the appointment of the second representative or within twenty-five (25) days of receipt of the notice of grievance, the grievance shall be submitted to and resolved by binding arbitration in accordance with the rules of the American Arbitration Association and the Arbitration provisions of the Pa. Judicial Code, as amended to date, which provisions have replaced the Arbitration Act of 1927. The parties agree to abide by the arbitration award which shall be final, binding and not subject to review except as provided for in the aforesaid Judicial Code. The arbitrator shall have no power to alter, amend, add to, or subtract from any of the terms of the agreement between the parties but shall determine only whether or not there has been a misinterpretation, misapplication, breach, or violation of any agreement between the parties. The costs of the arbitration proceeding shall be equally divided between the parties. Each party shall be solely responsible for paying their respective representatives or attorney. In all instances, the parties, which include the Borough, the collective bargaining representatives of the policemen and any individual policeman, shall make a good faith attempt to resolve all grievances without going to arbitration. However, if it is found that this grievance procedure has not been followed in good faith by any party hereto or that the agreement is being repeatedly breached by any party hereto, the arbitrator shall impose the full costs of the arbitration proceeding upon the breaching party and/or the party not acting in good faith and shall award such additional compensatory damages as he deems appropriate up to a maximum of One Hundred (\$100) Dollars for conduct constituting bad faith or for each breach,

such payment to compensate the aggrieved party for the time and effort involved in dealing with the bad faith conduct or breach.

## ARTICLE XXV

#### PROBATIONARY PERIOD/NEW HIRES

The Borough shall set a probationary period for new members of the Police Force and may during this period dismiss any new officer during or at the close of any such probationary period, as provided by law. Until changed by the Borough, this period shall be one (1) year. A full-time patrolman hired by the Borough during the term of this Agreement will receive the following Base Salary:

<u>Period</u>	Percent of Base Rate from Article II
Hire date to end of 18th month	70%
19th month to end of 36th month	75%
37th month to end of 48th month	80%
49th month to end of 60th month	90%
After 60th Month	100%

Provided, however, that any patrolman receiving Base Salary pursuant to the above will advance on the above salary scale after an applicable Period only if such patrolman achieves any minimum level of training required to be completed during the applicable Period. The minimum training levels and required time of completion will be established by the Borough after consultation with the Representatives by the time of hire.

#### ARTICLE XXVI

#### MANAGEMENT RIGHTS

All of the rights, powers, authorities or other functions of management of the Police Force that the Borough had prior to the signing of this Agreement are retained by the Borough including but not limited to (subject to the laws of the Commonwealth of Pennsylvania applicable thereto) the right to maintain order, discipline and efficiency in the operation of the Police Force and to direct its members in regard thereto; to hire, suspend, discharge, lay off, assign, promote to a higher rank (at a higher rate of pay) and determine the qualifications of the members thereof; to determine the starting and quitting time of the members of the Police Force and the number of hours and the particular hours to be worked thereby, the size of the Police Force and the performance standards for each member thereof, reasonable rules and regulations applicable thereto; and to otherwise generally manage the Police Force; provided that the exercise of any such rights, powers, authorities or other functions of management shall not violate the clear and explicit terms and provisions of this Agreement. The Borough agrees to keep the appointment of the position of Sergeant open for the length of this agreement. The Borough requires a written recommendation from the Mayor and Chief of Police for any member of the Police Force to be considered to be appointed to the position of Sergeant. All other rights of management are also expressly reserved, even though not enumerated above, unless they violate the clear and explicit terms and provisions of this Agreement.

#### ARTICLE XXVII

#### CHANGES IN AGREEMENT

No member of the Police Force will make any demand or request to modify or amend the terms and provisions of this Agreement or any other terms and conditions of employment, during the duration of this Agreement.

#### ARTICLE XXVIII

#### **WORK STOPPAGE**

No member of the Police Force will participate in, aid or instigate, directly or indirectly, any strike, work stoppage or other interruption of work during the duration of this Agreement.

## ARTICLE XXIX

## **SEVERABILITY**

In the event any provision of this Agreement or the application thereof to any person or circumstance is found to be invalid or in conflict with any applicable law, that provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. The provisions of this Agreement are hereby declared to be severable. In the event a provision of this Agreement is found to be invalid and therefore severed, the Borough and the Representatives shall meet and discuss the issue in an attempt to arrive at an alternative provision on the same subject matter which is not contrary to law.

## ARTICLE XXX

## RESIDENCY

Officers shall be entitled to reside outside the Borough so long as the location of their residence is within a reasonable driving distance of the police station. Officers are permitted to reside within following municipalities. In the event that a municipality is not listed then a maxium15 mile air mile radius will be the utilized in lieu of the above list of municipalities.

Aleppo Township	Cranberry Township	McKees Rocks
Aliquippa	Crescent Township	Monaca
Ambridge	Edgeworth	Moon Township
Avalon	Economy	Neville Island
Baden	Emsworth	Oakdale
Bell Acres	Findlay Township	Ohio Township
Bellevue	Franklin Township	Osborne
Ben Avon	Franklin Park	Patterson Township
Ben Avon Heights	Freedom	Pine Township
Bradford Woods	Glenfield	Raccoon Township
Canonsburg	Haysville	Robinson Township
Center Township	Hopewell Township	Rochester
City of Pittsburgh	Independence Township	Ross Township
-North Side	Ingram	Sewickley
-West End	Kennedy Township	Sewickley Heights
-Crafton Heights	Kilbuck	Sewickley Hills
Collier Township	Leet Township	Scott
Conway	Leetsdale	South Heights
Coraopolis	Marshall Township	Stowe Township
Crafton	McCandless	West View

## ARTICLE XXXI

## ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first written above.

ATTEST:

BOROUGH OF EDGEWORTH

Mayor

WITNESS:

WAGE AND POLICY REPRESENTATIVES POLICE FORCE,

BOROUGH OF EDGEWORTH