

A G R E E M E N T

Between

BOROUGH OF CHURCHILL

And

THE BOROUGH OF CHURCHILL POLICEMEN

Duration:

January 1, 2019

through

December 31, 2022

TABLE OF CONTENTS

	<u>Page</u>
AGREEMENT.....	3
ARTICLE I - Term.....	3
ARTICLE II - Base Annual Wage.....	3
ARTICLE III- Longevity Pay.....	4
ARTICLE IV - Insurance Benefits.....	4
A R T I C L E V - Sick Leave.....	6
ARTICLE VI - Vacation.....	7
ARTICLE VII - Holidays.....	8
ARTICLE VIII - Unpaid Leave of Absence.....	9
ARTICLE IX -Uniform Allowance.....	10
A R T I C L E X - Schooling.....	10
A R T I C L E XI - Bereavement Leave.....	10
A R T I C L E XII - Hours of Work; Scheduling and Overtime.....	11
A R T I C L E XIII - Off-Duty Court, Pre-Trial and Magistrate Hearings.....	13
ARTICLE XIV - Pension.....	14
ARTICLE XV - Voluntary Employee Benefit Association.....	14
ARTICLE XVI - Grievance Procedure.....	15
ARTICLE XVII - Mandated Police Training.....	16
ARTICLE XVIII - Personnel Records.....	17
ARTICLE XIX - Discussion Issues.....	17
ARTICLE XX - Residual Rights.....	17
ARTICLE XXI - Bulletproof Vests.....	17
ARTICLE XXII - Publication of Policy and Procedures Manual.....	17
ARTICLE XXIII - Employee Evaluation or Performance Records.....	17
ARTICLE XXIV - Stand By Pay.....	18
A R T I C L E XXV - Officer-in-Charge Pay.....	18
A R T I C L E XXVI - Dues Deduction.....	Error!
Bookmark not defined.	
A R T I C L E XXVII - Representative Recognition.....	18
A R T I C L E XXVIII - Duration.....	18

A G R E E M E N T

THIS AGREEMENT is entered into the 3rd day of June, 2019, between the Borough of Churchill (hereinafter "Borough") and the Churchill Borough Policemen (hereinafter "Officers").

WITNESSETH:

WHEREAS, the Borough and the Officers have bargained collectively in accordance with the terms of the Act of June 24, 1968, P.L. 237, No. 111, 43 P.S. 217.1 et seq., (hereinafter "Act 111"), and have arrived at a settlement of their differences:

NOW, THEREFORE

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

ARTICLE I ***Term***

The term of this Agreement shall be for four (4) years from January 1, 2019, through December 31, 2022.

ARTICLE II ***Base Annual Wage***

A. The base annual wage of each Officer with ten (10) full years of service shall be set as follows:

Contract Year	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Base Annual Wage	\$88,762	\$90,981	\$93,255	\$95,587

All new Officers shall receive annual salary starting at fifty (50%) percent of the Officer base annual wage noted above. After the probationary period is satisfactorily completed by the new Officer, they will receive annual anniversary increments of five percent (5%) of the Officer base annual wage until they attain 100% of the Officer base annual wage after ten (10) years of continuous service. The borough reserves the right to adjust the starting officer salary up or down.

B. The dollar differential between the rank of Lieutenant and Officer, who is at 100% of base annual wage, shall be \$900.00. The position of Lieutenant shall be filled at the sole discretion of the Borough.

C. For all purposes, including the calculation on seniority, the date the Officer actually commenced work as an Officer for the Borough shall be used for determining length of service and/or anniversary date.

ARTICLE III
Longevity Pay

In addition to the base annual wage, each Officer shall be eligible to receive longevity pay of \$60.00 per year commencing after the eighth (8) year of service and capping at twenty-five (25) years of service.

ARTICLE IV
Insurance Benefits

A. All eligibility and benefits shall be in accordance with the provisions of the insurance policies provided by the Borough. The Borough shall retain the right to select insurance carrier(s) for any of the following insurance benefits, subject to the requirements contained in Section IV(C)(5) applicable for Medical Insurance only.

B. Life Insurance

1. The Borough shall also provide \$10,000 in-group term life insurance for each eligible Officer increasing to \$20,000 after six (6) months of service and to \$50,000 after eight (8) years of service.

2. At retirement, the Borough shall provide each Officer with a paid-up (or pre-paid) life insurance policy in the amount of Ten Thousand (\$10,000.00) Dollars.

C. Medical Insurance

1. The plan for Officers and immediate families shall be UPMC Small Business Advantage Bronze EPO - \$7000/14000 Plan, as it may be amended by the carrier.. Included in the provisions of the Plan, all Officers are agreeing to pay a set annual deductible of \$250 for a single employee and \$500 for other than single as well as the specified co-payments as outlined in the plan.

Additionally, each Officer shall pay a portion of the total premium obligation for that Officer and the Officer's family members if the family members are covered under the policy, according to the following schedule:

2019 - 5%
2020 - 6%
2021 - 7%
2022 - 8%

Any such required payment will be deducted from the Officer's regular bi-monthly pay.

2. The Borough shall reimburse Officers for co-pays (excluding prescriptions) after deductibles have been met.

3. Officers shall be responsible for 100% of out-of-network costs not covered by the Plan.

4. An Officer who elects to obtain medical insurance coverage through an insurance plan available to the Officer's spouse as opposed to the Plan shall be paid a stipend for \$100/month.

5. The Borough may, in order to reduce costs or cost increases, change plans and/or carriers to "substantially comparable" coverage. "Substantially comparable" coverage in this Agreement does not mean equal or equivalent. The Police, however, retain the right to grieve the Borough's determination that a plan and/or carrier are "substantially comparable". When the Borough decides to change the plan or carrier, it will provide the Police with details (Summary of Benefits) of the current plan and the new "substantially comparable" plan. If the Police do not agree that the plan or carrier selected by the Borough is "substantially comparable", they will so state, in writing, to the Borough within ten (10) calendar days of receiving the plan and/or the provider and plan being presented to the Police by the Borough or such longer period as mutually agreed to by the parties in writing, identifying the reasons. In that event, the Borough may not unilaterally implement the proposed new plan and/or carrier provided; however, it may immediately process the dispute before a neutral arbitrator selected pursuant to the arbitration step of the grievance procedure. The decision of the arbitrator on this "substantially comparable" issue shall be issued within forty-five (45) calendar days of the Police Department's written notice contesting that the plan selected by the Borough is "substantially comparable" and shall be final and binding and will determine if the Borough is authorized to implement the new plan or provider.

D. Dental Insurance

The Borough shall provide high option dental insurance for all Officers and their immediate families, if so elected.

E. Vision Insurance

The Borough shall provide vision insurance coverage for all Officers and their immediate families, if so elected.

F. False Arrest Insurance

The Borough shall provide each Officer with false arrest insurance coverage as provided in 2008, which includes coverage for false arrest, detention, imprisonment or malicious prosecution.

G. Accident and Sickness Insurance

1. The Borough shall provide each Officer with accident and sick benefits to a total payment of Three Hundred Fifty (\$350.00) Dollars per week. Eligibility shall commence after the accumulated sick leave and vacation have been exhausted but no earlier than the

ninety-first (91st) calendar day after the onset of disability.

2. Any Officer who does not have sufficient accumulated sick leave to cover him through the first ninety-one (91) days of disability shall be paid as follows:

- a. From the date of disability the officer must use all sick leave (annual and accumulated), vacations and holidays;
- b. Commencing the sixty-first (61st) day after the onset of illness or disability through the ninetieth (90th) calendar day, the officer shall be paid by the Borough at the rate of insurance coverage for any of the days not so covered by sick leave allowances.
- c. Commencing the ninety-first (91st) day after the onset of illness or disability, the Officer shall receive the accident and sickness insurance benefit for the duration of the illness or disability up to a maximum of twelve (12) months.

ARTICLE V

Sick Leave

A. It is understood by the Borough and the Officers that sick leave is a benefit earned by service and is available when and if needed and shall not be a "right of taking," such as vacation. Abuse of sick leave shall be grounds for discipline.

B. The Borough may require an Officer to submit a doctor's certificate attesting to the Officer's fitness to return to work if the Officer has been absent more than three (3) consecutive work days. The Borough shall pay for a doctor's exam if it desires an opinion other than that of the treating physicians or if the Officer has not seen a physician during the Officer's absence.

C. Salaries shall be continued during disability due to illness for a maximum number of days specified herein, provided the fact of illness is satisfactorily established and that prompt notice of the circumstances has been given (as defined in the Standard Operating Procedures of the Borough of Churchill Police Department). During each calendar year of this contract, each Officer will accrue one sick day after every five weeks of employment with the Borough up to a maximum of 10 days for that year minus days used that year. Each Officer can accumulate a maximum of 100 unused sick days, which may be carried over from year to year.

D. All Officers shall notify the police desk as soon as possible after they know that they will not be able to work their scheduled shift as a result of an injury or illness.

E. At the time of retirement, each Officer eligible for retirement under the existing Borough Pension Plan rules shall have the right to sell back to the Borough any unused sick days at a rate of 20% of his/her per diem at that time, up to the maximum accumulation of 100 days, with a maximum payment of \$2,000.

F. The periods of sick leave salary continuance may be increased when approved by Borough Council.

G. An Officer may use up to ten (10) days of sick leave per year concurrent with Family and Medical Leave Act ("FMLA") leave for any day that qualifies for FMLA.

ARTICLE VI

Vacation

A. All Officers shall accrue the following number of vacation days at the start of each calendar year as noted in the table below. The maximum number of vacation days that any Officer can accrue in a given calendar year is 26 days. Upon each Officer's anniversary date after the January 1st allocation of vacation days, they will be entitled to any additional days earned per the table below for the remainder of that year.

<u>Length of Service</u>	<u>Vacation Entitlement</u>
From Six months to less than one (1) Year	One day for each month worked up to a maximum of ten (10) days
After one (1) full year of service	10 days
After five (5) full years of service	15 days
After nine (9) full years of service	16 days
After ten (10) full years of service	17 days
After eleven (11) full years of service	18 days
After twelve (12) full years of service	19 days
After thirteen (13) full years of service	20 days
After fourteen (14) full years of service	21 days
After fifteen (15) full years of service	22 days
After sixteen (16) full years of service	23 days
After seventeen (17) full years of service	24 days
After eighteen (18) full years of service	25 days
After nineteen (19) full years of service	26 days

B. Subject to vacation allocations noted in Section A above, each Officer shall be entitled to take at least one (1) week of his vacation between the first full week which commences after June 15th through the end of the week in which Labor Day occurs. This shall be called the summer vacation period. Any other time shall be called non-summer vacation period.

C. On or before December 1st of each year, each Officer shall be given the opportunity of selecting his vacation time from a schedule to be circulated by seniority. Each Officer shall have three (3) days in which to pick his choice of one week's vacation (either summer or non-summer) by seniority and transmit the vacation schedule to the officer next in line, who will have three (3)

days after receiving it to select his vacation and transmit the list to the officer next in line. After each Officer has so picked his first week's vacation, the schedule will then be re-circulated in the same manner by seniority so that each Officer may then select the remaining weeks of his vacation.

D. After the vacation list has been circulated through the rank and file the second time, and if there are any remaining "summer" weeks, they will be allocated using the rotation system according to the seniority list starting with the most senior Officer and going through the rank and file by seniority list. The next time vacations are selected and any summer weeks are available, the selection will begin with the next Officer down on the seniority list where the list left off the last time. Any vacation week opened up by an Officer switching to an available week, will be distributed in the same manner as indicated above. Each seniority list will be kept separate from the other.

E. After the vacation selection process is completed, within a reasonable period of time, the vacation schedule for the next calendar year shall be prepared and posted. The schedule will show the names of the Officers and the dates selected.

F. The Chief of Police shall select his vacation time independent of the other Officers.

G. The Borough shall have the right to limit the number of Officers actually on vacation based upon the operational and efficiency needs of providing police protection for the community, but the Borough shall not act unreasonable in this regard. Vacations shall not be changed, except in emergency. Vacations shall not be cumulative; however, if the Borough causes any Officer to lose his vacation, the Borough shall, at its option but after consultation with the Officer, either pay the Officer for time so lost or permit the Officer to take a commensurate amount of the time off with pay the following calendar year when it is possible to coordinate such vacation with the Chief of Police and that year's vacation selection. Carryover vacation cannot affect the subsequent year's vacation selection process.

H. In no instance can vacation allowances be carried over or accumulated from one calendar year to the next, except as provided for in Section G above.

I. Vacations should be scheduled to run consecutively, where possible. Approval to split vacation into nonconsecutive weeks or days must be obtained from the Chief of Police.

J. At the time of termination of employment, any Officer who has unused vacation days accrued from that calendar year shall be paid for those unused vacation days at the straight time rate.

ARTICLE VII

Holidays

A. The following days are recognized as paid holidays:

1. New Years Day

2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

Officers shall not get any of the aforesaid days off (except to the extent that they fall on a given Officer's pass day) but shall instead be paid an extra day's pay at straight-time rates for each of the aforesaid holidays, provided they do not work that holiday. Officers shall be paid one and one-half (1 and 1/2) times the Officer's regular hourly rate for hours actually worked on a holiday. For purposes of scheduling and compensation, Christmas Day and New Year's Day will be deemed to begin at 3:00 p.m. on the holiday eve and continue throughout the calendar holiday.

B. In addition to the recognized holiday pay, Officers can earn floating holidays as noted in the table below. The maximum number of floating holidays that any Officer can accrue in a given calendar year is 8 days. Upon each Officer's anniversary date after the January 1st allocation of floating holidays, they will be entitled to any additional days earned per the schedule below for the remainder of that year.

<u>Length of Service</u>	<u>Floating Holiday Entitlement</u>
After six (6) months of service	4 days (no cost)
After four (4) full years of service	6 days (4 at no cost)
After five (5) full years of service	8 days (4 at no cost)

The Officer may schedule his floating holiday, which will be granted with the approval of the Borough, if it does not affect the operation of the police department. The first four (4) floating holidays earned after six months must be taken at no cost to the Borough.

Each year, all Officers shall be allowed to sell back their allocated floating holidays up to a maximum of four (4) reimbursed at that officer's time and one half rate.

C. Each Officer shall get their respective birthday off, credited as time off only. If an officer is already scheduled off on his birth date, or due to manpower requirements is required to work, a compensatory day shall be credited and scheduled by mutual agreement between that officer and the Chief of Police.

ARTICLE VIII ***Unpaid Leave of Absence***

A. At the sole discretion of Borough Council, an officer, upon written request, may be granted a leave of absence without pay for a period not to exceed thirty (30) calendar days. Upon written request of the Officer, and in the sole discretion of the Borough Council, such leave of absence may be renewed for another thirty (30) calendar day period.

B. Officers on leave of absence under this Article shall not lose their seniority rights; but an Officer who, while on leave of absence, engages in other employment without the approval of the Borough Council, or who fails to report for work on or before the expiration of the Officer's leave of absence, will be considered as having quit without notice and will forfeit seniority rights.

ARTICLE IX ***Uniform Allowance***

A. An annual allowance for uniforms and cleaning shall be maintained on a voucher system through the Borough office for each calendar year. Except for emergencies, vouchers shall be submitted to the Borough for approved uniform items on a quarterly basis for payment by the Borough.

Uniform Allowance shall be set as follows:

2019 - \$850.00

2020 - \$900.00

2021 - \$900.00

2022 - \$900.00

Any unused uniform allowance shall be returned to the Borough at the end of each year.

B. Uniforms shall be in accordance with prescribed regulations.

ARTICLE X ***Schooling***

Officers will be paid their regular hourly rate of pay for hours spent attending police schools, training sessions, meetings and seminars, providing the police school training sessions, meetings and seminars have been recommended by the Chief of Police and approved by the Mayor prior to the officer starting them.

ARTICLE XI ***Bereavement Leave***

A. There shall be no deduction from pay for the following absences, and days of such absences in any week shall be counted as days worked for the purpose of determining eligibility for overtime premium:

1. Death in the immediate family, spouse, parent, parent of spouse, children, brother, or sister, and any near relative permanently residing in the same household as the Officer. Such absence, however, to be so effective shall not exceed five (5) days and must be reported at beginning of absence;

2. Death of an Officer's grandmother or grandfather, the officer will be granted the day of the funeral off assuming it is reported prior to the absence.

3. When an Officer is excused from work by the Chief of Police for the day of the funeral.

B. There shall be an appropriate deduction from pay for any absence not listed above.

C. Pass days shall not be a part of bereavement leave.

ARTICLE XII

Hours of Work, Scheduling and Overtime

A. Hours of Work

1. The normal workday shall be eight (8) hours of work in a twenty-four (24)-hour period. Normal daily work shifts shall be 7:00 AM to 3:00 PM, 3:00 PM to 11:00 PM and 11:00 PM to 7:00 AM. The work day shall begin at 7:00 AM and shall end at 7:00 AM the next day. The 1st shift shall be from 7:00 AM to 3:00 PM. With mutual consent of the Officer, a 7:00 PM to 3:00 AM and/or a 11:00 AM to 7:00 PM shift may be added by the Chief of Police when deemed necessary to maintain minimum safe police coverage for the Borough of Churchill citizens and employees. The normal workweek shall consist of five (5) consecutive workdays and two (2) consecutive pass days. The workweek shall commence at 7:00 AM on Sunday.

2. In the event of an emergency, it may be necessary to deviate from this schedule for a temporary period.

3. Each Officer shall be entitled to one (1) thirty (30) minute lunch period and two (2) fifteen (15) minute coffee breaks during each eight (8) hour shift. The lunch period and coffee breaks shall not be taken when normal, unusual or emergency duties require immediate attention.

B. Scheduling

1. The Borough shall schedule Officers and establish work shifts. The schedule shall be established and posted not more frequently than monthly and shall be posted at least two (2) weeks prior to its effective date but may be changed after posting if there is an unusual change in the number of Officers in the community. Officers of all ranks shall have the right to select their

work schedule according to seniority by signing the posted schedule. In the event of vacancy, the schedule will be re-bid on a seniority basis.

2. After work schedules are selected, the schedule shall not be changed for the period of time it is in effect, except in cases of necessity. This shall not excuse an Officer from working overtime as provided herein. Barring those changes necessitated by necessity and/or any emergency, it is the intent of this agreement that each Officer shall have twelve (12) hours between shifts hereinafter called "short rest" before being required to commence another shift. This is to include the "knock-out" Officer, as defined in section 4 below. Officers will be paid two hours additional pay at straight time when they are required to work with "short rest".

3. Officers, by mutual consent with the Chief of Police or Officer in Charge, may work "short rest" at no cost to the Borough. Officers, by mutual consent, may change shifts and/or turns with one another for personal reasons, subject to the Borough's prior approval, which approval shall not unreasonably be withheld. However, the Officer on the posted schedule shall remain responsible for coverage of the shift and/or turn and such a change shall not result in any overtime liability.

4. An Officer working "knock-out" is one who is assigned or working non-scheduled or non-regular shift(s). The Officer on the "knock-out" schedule shall be available at the Borough's request to work special details, fill in for and work the shift and/or turn of an Officer on vacation, floating holiday, sick leave, leave of absence, bereavement leave, suspension or absence for any other reason. It is specifically understood that Officers working "knock-out" shall work when and as directed and will be entitled to short rest pay or two fixed pass days. However, where possible, the Borough will attempt to schedule two consecutive pass days for Officers working "knock-out".

5. Officers not working the "knock-out" shift may submit requests to the Chief of Police to work shift(s) that would normally be assigned to the "knock-out" officer. All such requests must be made Monday prior to the posting of the schedule. Any shift change must be made at no cost to the Borough. The Chief of Police shall determine if such a request can be accommodated. If more than one Officer requests the same day(s), it will be the duty of the Chief of Police to see that such change(s) are distributed in a fair and equitable manner.

6. Officers hired after January 1, 1993 are also subject to schedule changes to accommodate court appearances at no cost to the Borough.

7. The Borough reserves the right to change the type of schedule, but agrees that it will meet and discuss with the Officers all such proposed changes to the schedule before they are put into effect and will attempt to accommodate all reasonable request made by the officers.

8. The School Safety/Resource Officer(s) will be scheduled by the Chief of Police, which shall be coordinated with the Woodland Hills School District to accommodate the availability of the officer for duties at the High School.

C. Overtime

1. Overtime shall be at the rate of time and one-half (1 and ½) the Officer's hourly rate, excluding all premiums except excess of eight (8) hours in any workday or forty (40) hours in any workweek. There shall be no pyramiding of overtime. Overtime must be worked when scheduled as the Borough deems necessary, but where practicable, the Borough shall give at least twenty-four (24) hours notice of scheduled overtime, providing the Officer originally scheduled to work the overtime is credited with having worked it for the purposes of rotating scheduled overtime.

2. Any Officer working on the job during the regular working hours on a day when unscheduled overtime on the job is necessary, shall continue to work the unscheduled overtime hours. Scheduled overtime shall be rotated among the Officers in a fair and equitable manner. Officers are obligated to work scheduled overtime as scheduled. The Borough shall readjust scheduled overtime each calendar quarter.

D. This Article shall not be deemed to affect the Employer's right, at its sole discretion to divide the months and weeks into appropriate pay periods for payroll purposes.

E. No hours paid under the Article pertaining to off-duty Court, Pre-Trial and Magistrate Hearings shall qualify as hours worked for overtime purposes.

F. Shift Differential. Any Officer who works between the hours of 3:00 PM -7:00 AM shall be compensated by receiving an additional \$0.50 per hour. The School Resource Officers are excluded from this benefit and are considered the Daylight shift even though their shift commences at 0630 hours.

ARTICLE XIII

Off-Duty Court, Pre-Trial and Magistrate Hearings

A. If an Officer is required or requested to appear in Court or for pre-trial procedures or conferences or a Magistrate's hearing during off-duty on any case arising as a result of his duties as a police officer of the Borough, the Officer shall be paid as follows for each call out with the exception of Officers hired after January 1st, 1993 that are subject to scheduling changes to accommodate court appearances at no cost to the Borough.

1. Common Pleas and Federal Court appearance (excluding Summary Appeal Hearings): eight (8) hours at straight time.
2. Pre-Trial preparation and Summary Appeal Hearing(s) in Pittsburgh: four (4) hours at straight time.
3. Magistrate Hearings: Two (2) hours at time and one half.
4. Juvenile Court: Four (4) hours at straight time and any hours over four (4) at straight time.

5. The Chief of Police will develop the policies regarding off duty court appearances for civil cases.
 6. Pay for magistrate hearings will be on appearance, as opposed to a case basis.
 7. Officers called to testify at school expulsion and administrative proceedings during off duty hours shall be granted a minimum of two (2) hours pay at the rate of time and one-half.
 8. Officers called to testify at mental health hearings during off duty hours shall be granted a minimum of two (2) hours pay at the rate of time and one-half.
- B. Officers shall retain witness fees and mileage fees as reimbursement for expenses and shall not be entitled for any other reimbursement from the Borough for gasoline, parking, meals or other miscellaneous expenses.

ARTICLE XIV ***Pension***

The Borough provides a pension benefit for each Officer as outlined in Article II of the Churchill Borough Code Book, as amended from time to time by Borough Ordinance, the provisions of which comply with Act 600, as amended, and which the following specific provisions have been contractually agreed to as part of this Agreement.

- A. The Social Security offset applicable to the pension benefits of each police officer shall remain zero (0%) percent.
- B. Actuarial studies shall be performed no less than biennially, to be paid by the plan.
- C. The sole right to set the member pension contribution rate on an annual basis as of January 1st of each year, as provided by statute, remains with the Pension Board as selected by the Borough of Churchill. Contributions will be determined by the MMO, after all state aid units designated as uniformed police units to fund the MMO are credited to the police pension.
- D. The service increment shall be increased after 25 years of service from \$50 to \$100. The maximum increment shall not exceed \$100 regardless of length of service.

ARTICLE XV ***Voluntary Employee Benefit Association***

The Borough shall maintain and manage a Voluntary Employee Beneficiary Association (VEBA) plan for the benefit of the Officers. On a voluntary basis, each Officer can enroll in this plan. In order to enroll, the Officer must pay \$2,000 into the plan prior to retirement. The plan will pay

\$250.00 per month towards medical insurance coverage to any Officer who retires prior to the age of 65. The payment will be made until such time as the Officer becomes Medicare eligible or until the Officer reached the age of 65, whichever occurs first.

ARTICLE XVI ***Grievance Procedure***

A. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may from time to time arise affecting the terms and conditions of the employment of Officers. Both parties agree the conditions of the proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. A "grievance" shall mean any dispute between any Officer and any level of Borough management regarding the terms and conditions of employment, as defined and interpreted under the Act of June 24, 1968, P.L. 237 No. 111, 43 P.S. 5217.1 et seq. (Act 111) and not restricted by the Residual Rights Article of this agreement. It is understood that should binding arbitration be required by statute for grievances and that if the grievances procedure is in the future modified to provide for a final and binding award by a neutral third party arbitrator, that a grievance will be defined as: A dispute concerning the interpretation, application or alleged violation of a specific term or provision of this agreement.

C. Grievances may be processed by one or more individual Officers, any duly authorized representatives, and/or any combination of the aforesaid Officers and/or representatives, at any stage of the procedure. References to "Officer" in this Article shall be deemed to include his representative.

D. First Level - Any Officer who has a grievance which he wishes to have resolved shall, within ten (10) calendar days of the occurrence of the alleged grievance, set forth the details of the grievance in writing and submit it to the Chief of Police, who shall discuss the grievance with the Officer and attempt to resolve it.

E. Second Level - If a grievance is not resolved within ten (10) days at the first level to the Officer's satisfaction, he may submit the written grievance to the Mayor, who shall meet and discuss the grievance with the Officer and the Chief of Police, and attempt to resolve it.

F. Third Level - If a grievance is not resolved within ten (10) days at the Second Level to the Officer's satisfaction, he may submit the written grievance to the Police Committee of Borough Council, which Committee shall meet and discuss the grievance with the Officer, and the Chief of Police, and the Mayor attempt to resolve it.

G. Fourth Level - In the event the grievance is not satisfactorily resolved before the Police Committee, the bargaining unit representative may initiate an appeal by serving upon the head of the political subdivisions a notice in writing of his intent to proceed to arbitration within 10 days after the receipt of the denial by the Police Committee or after the date the decision is due.

The arbitrator is to be selected by the parties jointly within 10 days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the Pennsylvania Bureau of Mediation to submit a list of arbitrators from which one shall be chosen.

The arbitrator shall neither add to, subtract from, nor modify the provisions of this agreement, or of any other arbitration awards. The arbitrator shall confine him or herself to the precise issues submitted for arbitration. The arbitrator has no authority to determine any other issues not submitted to him or her.

The decision of the arbitration shall be final and binding on both parties. The arbitrator shall be requested to issue his decision within 30 days after the hearing.

All of the time limits contained in this article may be extended by mutual agreement. If the employer fails to respond in a timely manner in any step of the grievance procedure, the grievance is automatically resolved in favor of the grievant.

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

An aggrieved member and bargaining unit representative and a reasonable number of witnesses shall be granted reasonable time during working hours to process grievances in accordance with this section without loss of pay or leave time.

The bargaining unit must receive notice of any grievance filed and must have an opportunity to appear with the grievant at all steps of the grievance procedure.

H. Utilization of the aforesaid grievance procedure shall not be deemed to preclude any Officer from subsequently pursuing any and all statutory, legal, and/or equitable privileges, rights and remedies which would be available to him or her if this grievance procedure were not in effect. However, any Officer who exercises any such statutory or other independent privilege, right or grievance procedure waives the rights set forth in this Article.

I. Participation in the aforesaid grievance procedure by the Borough shall not be deemed to preclude Borough Council from availing itself of any statutory, legal, and/or equitable privileges, rights, and/or remedies as would be available to it if the grievance procedure were not in effect.

ARTICLE XVII

Mandated Police Training

If an Officer can be scheduled during normal duty time to attend mandatory police training imposed by state or Borough regulation, then there shall be no overtime paid for attendance at such mandatory training. The Officers will have reasonable flexibility. Any training outside of the posted work schedule will be at time and one-half.

ARTICLE XVIII
Personnel Records

Whenever any addition is made to the official personnel records of the Borough involving an Officer, the Officer involved shall be notified and given a copy of the item, which has been added to the file.

ARTICLE XIX
Discussion Issues

The Officers acknowledge the Borough's right to designate uniforms and equipment. The Borough agrees to meet with and discuss areas of concern relating to these matters with the Officers. Each side shall select three (3) representatives to discuss these items at mutually agreeable times.

ARTICLE XX
Residual Rights

All additional allowances, benefits and working conditions in effect December 31, 1992 will be continued, except provisions contained herein. Other conditions of employment shall be as covered by the Rules and Regulations of the Civil Service Commission.

ARTICLE XXI
Bulletproof Vests

The Borough agrees to fund bulletproof vests required as part of the uniform.

ARTICLE XXII
Publication Of Policy And Procedures Manual

It is agreed that the Officers have the right to review and comment upon any policy and procedure manual developed and adopted by Borough Council.

ARTICLE XXIII
Employee Evaluation or Performance Records

When and if a formal evaluation procedure is instituted, the Officers shall have the right to review their evaluation.

ARTICLE XXIV
Stand-By Pay

The Borough agrees to pay time and one half if any Officer is called for stand-by assignment. Officers will be paid for actual hours spent on stand-by.

ARTICLE XXV
Officer-In-Charge Pay

The senior Officer on duty, in the absence of the Chief of Police or ranking Officer, shall be the Officer-In-Charge and will be compensated at \$0.95 per hour above their normal rate of pay.

ARTICLE XXVI
Dues Deduction

The employer is required to deduct the current dues and assessment from compensation received by members of the police association. The dues and assessments shall be deducted at the rate of 1/12th of the total assessment from each member's paycheck on the last pay of each month and shall be forwarded to the treasurer of the bargaining unit representing the police department. Dues to be deducted from each Officer on a voluntary basis.

ARTICLE XXVII
Representative Recognition

The Borough recognizes the Churchill Police Association as a bargaining agent and the representative of the Police Department of Churchill Borough.

ARTICLE XXVIII
Duration

Pursuant to the requirements of Act 111, this agreement shall be binding upon the parties hereto, their successors and assigns, from January 1, 2019 to and including December 31, 2022, and thereafter from year to year except that either party may notify the other in accordance with Act 111 of its desire to modify or terminate this Agreement. The parties hereto will meet and proceed after receipt of such notice in accordance with Act 111.

IN WITNESS WHEREOF, the parties hereto having negotiated, understood and read the foregoing, being duly authorized to bind the party they represent and intending to be legally bound hereby have hereunto set their hands, and seals this 3rd day of June, 2019.

CHURCHILL POLICE ASSOCIATION

BOROUGH OF CHURCHILL

TADMS:5152257-1 028939-160786