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AGREEMENT

SECTION 1.1

This Agreement hereby entered into by the Borough of Ambridge, Beaver County, Pennsylvania; hereinafter referred to as the "Employer" or the "Borough" and, the Ambridge Police Department Wage & Policy Unit, hereinafter referred to as the "Employees" or the "Bargaining Unit" or "Officer(s)" has as its purpose the establishment of a written contract outlining conditions of the wages, hours and other terms and employment, pursuant to Act 111 of the laws of the Commonwealth of Pennsylvania.

SECTION 1.2

This Agreement shall contain and constitute the full and complete understandings and agreements between the parties. This Agreement shall cancel and supersede all previous agreements or contracts both written and oral. All benefits not addressed by this agreement shall remain in effect.

ARTICLE 2 RECOGNITION

SECTION 2.1

The Borough hereby recognizes the Ambridge Police Department Wage & Policy Unit as the sole and exclusive bargaining representative of all employees included in the Bargaining Unit. Wherever the term "Bargaining Unit" is used in this Agreement, it shall be deemed to include those individuals employed by the Employer as Police Officers in the following classifications:

- A
 - Patrol Lieutenant
 - Patrol Sergeant
 - Patrol Corporal
 - Patrolman
 - Part-Time Patrolman

SECTION 2.2

All positions and classifications not specifically established herein as being included in the Bargaining Unit shall be considered excluded from the Bargaining Unit.

SECTION 2.3

Notwithstanding the provisions of this Article, all management, civilian, or employees otherwise represented in a separate Bargaining Unit, shall be excluded from the Bargaining Unit identified herein.

SECTION 2.4

The following shall be the order of the chain of command within the Ambridge Police Department. Within the same classification, the chain of command shall be by time in grade of that classification.

- Mayor
- Chief of Police
- Patrol Lieutenant
- Patrol Sergeant
- Patrolman
- Part-Time Patrolman

ARTICLE 3 BARGAINING UNIT REPRESENTATIVES

SECTION 3.1

The Ambridge Police Officers Wage & Policy Unit shall provide the Employer with an official roster of the Bargaining Unit Representatives who are authorized to speak or receive correspondence on behalf of the organization. Each individual's name, address, phone number and position held within the organization shall be included.

SECTION 3.2

No employee (or other appointed representative) shall be recognized by the employer as a representative of the organization, unless or until his name and position has been certified to the Employer as specified in Section 1 above.

SECTION 3.3

The Bargaining Unit shall direct all official correspondence to the current Borough Manager, with copies forwarded to the Mayor, President of Council- and the Public Safety Chairman. The Bargaining Unit shall have fulfilled its obligation of delivery once the correspondence has been stamped as received by the Borough's Administration Office Personnel.

ARTICLE 4 UNION SECURITY SECTION 4.1

- 1) The employer shall deduct the current dues and assessments charged by the Wage and Policy Unit from compensation received by members of the police department pursuant to written authorization executed by each officer who agrees to such deductions. The dues and assessments shall be deducted from each police officer's bi-weekly paycheck and shall be forwarded to the treasurer of the bargaining unit representing the police department at the end of each month.
- 2) The bargaining unit shall set the amount of dues and assessment to be deducted and shall notify the employer of the amount in writing. The bargaining unit has the right to adjust this amount when needed, but will not do so more than twice in any calendar year.
- 3) The police shall indemnify and save the municipality harmless against any and all claims, demands, suit, or other forms of liability that shall arise out of, or by reason of action taken by the municipality for all purpose of complying with any of the provisions of this clause.
- 4)

SECTION 4.2

All members of the police department who chose to have FOP dues deducted from their pay will complete a payroll deduction authorization form stating the amount and frequency of the payroll deduction. The Borough will be responsible for forwarding the dues on a quarterly basis to the designated FOP official.

SECTION 4.3

The Police Officer's Bill of Rights (Appendix A) is hereby incorporated into this contract as Appendix A and any failure to follow this procedure will constitute a grievable action under the terms of this contract.

ARTICLE 5 MANAGEMENT RIGHTS

SECTION 5.1

The Ambridge Police Officers Committee and Employees recognize the right and authority of the Employer to administer the business of the Borough and the Police Department and in addition to other functions and responsibilities which are required by law, the Employees recognize that the Employer has and will retain the full right and responsibility to direct the operations of the Police Department, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include but are not limited to the following:

- 1) To manage and direct all employees of the Borough, including the right to select, hire, promote, transfer, assign, evaluate, layoff, determine duties, or to reprimand, suspend, discharge or otherwise discipline for cause;
- 2) To manage and determine the location, type and number of physical facilities, equipment programs, and the work to be performed;
- 3) To determine the department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes, and to determine the methods, processes and means of performance;
- 4) To determine the size and composition of the work force in the Employer's organizational structure, to relieve employees from duty due to lack of work, lack of funds, consolidation or job performance.
- 5) To determine the hours of work, work schedules and the right to schedule the work force as required to most efficiently operate;
- 6) To determine the necessity to schedule overtime and the amount required thereof;
- 7) To determine when a job vacancy exists, the duties to be included in all classifications and the standards of quality and performance to be maintained;
- 8) To maintain and improve the efficiency and effectiveness of the Employer's operations;
- 9) To determine and implement necessary actions in emergency situations;
- 10) To maintain the security of personnel and financial records and other important data or information;
- 11) To extend, limit or curtail Borough operations, when in its discretion it is advisable to do so;

For the purpose of this Agreement, Management will consist of the Mayor, Borough Council, Borough Manager and the Chief of Police

SECTION 5.2

The Police Employees and the Committee recognize and accept that all rights and responsibilities of the Employer, not specifically modified by this Agreement, ensuring agreements, or by other applicable statutes shall remain the exclusive function of the Employer.

SECTION 5.3

The Employer shall consist of the Mayor, Borough Council, the Borough Manager and the Chief of Police. No other Elected or Appointed Borough Official(s) or Borough Employees shall be recognized by the Bargaining Unit or its members.

No other Elected or Appointed Borough Official(s) or Borough Employees shall have any authority to exercise any Management Rights or to enforce or act upon any other provisions of this Agreement except where specifically granted by this Agreement.

ARTICLE 6 PROBATIONARY PERIOD

SECTION 6.1

All newly hired full-time employees shall serve a probationary period of one (1) year. Upon successful completion of the new-hire probationary period, the employee shall have his length of service counted from his most recent date of hire provided there is no break in service during the probationary period. For the purposes of this Article, a break in service shall be any separation from employment other than an authorized leave of absence. Any employee that has worked for at least 6 months as a part-time Officer for the Borough shall receive up to 6 months of credit toward their probation, based upon hours worked, (160 hours of work equaling 1 month), upon being moved to a full-time position.

SECTION 6.2

An authorized leave of absence during the probationary period shall not be considered a break in service but shall automatically extend the Employee's probationary period for a proportionate amount of time.

SECTION 6.3

The Employer reserves the right to extend the probationary period of a probationary employee whose performance has not been totally satisfactory. Such extension may not exceed a period of three (3) months.

SECTION 6.4

Any employee whose performance is proved to be unsatisfactory or unacceptable during their probationary period or any extension thereof shall be removed from service with the Borough.

SECTION 6.5

Any employee selected for promotion to a higher classification shall serve in such classification as a temporary appointee pending the completion of a six (6) month probationary period. The employee shall receive the regular rate of pay established for the higher position during the temporary appointment. If the Employee's work performance is proved to be unsatisfactory during the temporary appointment, the employee shall be returned to the classification held immediately prior to the temporary appointment at the rate of pay then in effect for such classification.

Any Employee who has been assigned to the duties of the position to which he/she has been promoted prior to the actual promotion shall have the amount of time assigned to those duties deducted from the probationary period.

SECTION 6.6

A formal evaluation shall be required at the completion of every calendar month, during the 6-month probationary period of a promoted Employee. The evaluation must be in writing and must be reviewed and signed by the employee. In the case of new hires such formal evaluation shall be completed at the end of every 3rd calendar month during the Employee's 12-month probationary period. The Chief of Police must complete all formal evaluations.

SECTION 6.7

Any employee who feels they have been returned to a previous classification unjustly shall have the right to submit an appeal through the grievance procedure as established by this Agreement.

ARTICLE 7 SENIORITY

SECTION 7.1

Seniority shall be defined as the length of an Employee's uninterrupted continuous service with the Employer since the Employee's most recent date of hire. In the event that more than one employee is hired on the same day, seniority shall be determined by the order in which the employees were hired at the public meeting.

- 1) Part-Time Patrolman's seniority shall apply only to their ranking within the Part-Time Employees for scheduled hours of work up to 78 hours per pays. Part-Time officer seniority shall be separate from seniority of the Full-Time members of this Ambridge Police Officers Wage & Policy Unit.
- 2) In the event a part time patrolman forfeits his right to a crew position, the patrolman will not be eligible to return and displace a less senior officer but will be afforded the opportunity for the next available crew position.
- 3) Part time level IV officers are excluded from seniority rules pertaining to hours worked in subsection 1 while training.

SECTION 7.2

Continuous service shall be considered interrupted and an employee shall lose all previously accumulated seniority if he is separated from employment for more than thirty (30) days for any reason other than vacation, sick leave, disciplinary suspension, absences due to disability as a result of personal illness or injury, layoff or any other approved leave of absence. In the event an employee requests a leave of absence for thirty (30) or more days, the employee's seniority shall be frozen at the time the leave begins and shall begin at the same point upon return to duty. If the leave requested is under the Family Leave Act, there shall be no effect on the employee's seniority.

SECTION 7.3

Seniority shall be applied as a determining factor only in those matters and only to the extent as specified in this Agreement.

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ARTICLE 8 REDUCTION IN WORK FORCE

SECTION 8.1

The Employer agrees not to furlough or lay off any full time officer hired prior to January 1, 2021.

SECTION 8.2

If the Employer determines that a reduction in the work force is necessary, the Employer shall notify the affected employees (any Full-Time officer hired after March 1st, 2007) and the Bargaining Unit no less than fourteen (14) calendar days in advance of the effective date of the reduction (layoff).

SECTION 8.3

The Employer shall determine the classification(s) which will be affected by any reduction (layoff).

SECTION 8.4

Any reduction in force affecting the Bargaining Unit shall be instituted in the inverse order of seniority starting with Part-Time patrol officers as defined by this Agreement.

SECTION 8.5

Any Bargaining Unit member receiving a notice of layoff, may displace a less senior employee in another Bargaining Unit classification provided the laid off employee possesses all qualifications, capabilities and certifications or licenses (if required) for the position into which the laid off employee wishes to displace, as determined by the Employer.

SECTION 8.6

Employees who are laid off shall be placed on a recall list. If the Employer determines a recall is to be made, employees who are on the recall list and available for immediate duty with the Employer shall be recalled. Employees shall be required to keep the Employer advised of his/her current phone number and address during the layoff to remain on the recall list. Additionally the laid off employee shall be required to maintain their state certification at their expense. Employer will provide laid off employee with available training dates. Recall shall be in the inverse order of their layoff starting with Full-Time officers, provided the employee is then qualified to perform the work within the classification to which they are recalled. The Employer pledges not to layoff as a means of discipline.

SECTION 8.7

Notice of recall shall be sent to the employee and the Committee by Certified Mail. The Employer shall be deemed to have fulfilled its obligation under this Article, by mailing and showing proof of such mailing of recall notice to the last address provided by the employee.

SECTION 8.8

The recalled employee shall have seven (7) calendar days following the date of receipt or attempted delivery of the recall notice to notify the Employer of his intention to return to duty. The recalled employee must report to duty on the date specified by the Employer or the employee shall forfeit his right to the recalled position. The Employer must provide at least seven (7) calendar days for the employee to report for duty.

ARTICLE 9 LABOR/MANAGEMENT COMMITTEE

SECTION 9.1

The parties hereby agree to establish and maintain a functioning, meaningful labor management forum between the Employer and the Bargaining Unit Employees of the Ambridge Police Department.

SECTION 9.2

Upon the execution of the bargaining agreement, the representatives of the Employer and Employees shall meet to formulate the guidelines and conditions under which terms the Labor/Management Committee shall function. Such meeting shall occur within thirty (30) calendar days after the execution of this agreement.

SECTION 9.3

Each party shall appoint up to three members to their respective committee. Such appointments shall be submitted annually no later than January 10th, in writing to the Borough Manager. Both parties shall indicate a Chief spokesperson among the Committee members.

SECTION 9.4

It is agreed and understood that this Committee shall have no power to effect or enact changes in nor attempt in any manner to alter the collective bargaining agreement between the parties. Its sole purpose is to provide the parties with a vehicle to discuss pertinent issues and concerns relating to the effective, efficient and harmonious operation of the Police Department in matters properly before the Committee.

ARTICLE 10 SETTLEMENTS OF DISPUTES

SECTION 10.1

It is the mutual desire of the Employer and the Bargaining Unit to encourage a harmonious and cooperative relationship and strive to resolve disputes arising from this Agreement in a fair and orderly manner. The parties agree to make every effort to see that grievances are processed promptly and resolved at the initial stage of the grievance procedure.

SECTION 10.2

The term "grievance" shall mean an allegation by a Bargaining Unit employee or the Employer that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of the Agreement nor those matters not covered by this Agreement.

SECTION 10.3

All grievances must be submitted in writing or via e-mail as per the procedures set forth in Section 11.6 of this Article in order to be considered. All information, documentation and signatures required must be provided. No grievance shall be recognized and the Employer shall have no obligation to consider or respond to grievances submitted contrary to this section. A copy of the Official Grievance Form shall be attached to the Agreement.

- 1) The employer agrees that any grievance submitted electronically at the proper step does not need to be signed and the date of the submission shall be the date that the grievance was electronically sent.

SECTION 10.4

All grievances must be processed at the proper step in progression in order to be considered at any subsequent step unless otherwise provided for in this Agreement. The grievant or the Bargaining Unit Representative may withdraw a grievance at any point up to the arbitration step by submitting, in writing, a statement to that effect or by permitting the time requirements at any step to lapse without further appeal. Once a grievance has been submitted to arbitration, only the Bargaining Unit Representative may authorize its withdrawal. A grievance that is withdrawn or which has lapsed without further appeal shall not be refiled.

SECTION 10.5

Any grievance, which is not processed by the employee within the time limits provided, shall be considered resolved based on the Employer's last answer. Any grievance not answered by the Employer within the stipulated time limits provided, will be considered by both the employer and employee that the grievance has been deemed approved and resolved. Written confirmation will be provided to the employer by a Bargaining Unit Representative to finalize the grievance process. Neither party shall deny the other party a reasonable extension on the time limits set forth in this Article due to vacations or illnesses of the Employee or the employer's representatives. Extensions shall be made in writing to the party and shall include the reason for the request and the amount of time requested.

SECTION 10.6

Grievance Procedure consists of the following steps:

Step 1. If an employee believes that he has a justifiable grievance regarding the terms and conditions of this Agreement, the employee shall within five (5) on the job working days of the discovery of occurrence of the incident which gave rise to the grievance, meet with the chief of Police and advise him of the circumstances that gave rise to the grievance. The Chief of Police shall have five (5) on the job working days from the day of the meeting with the grievant to respond with his decision in writing.

Step 2. If the employee is aggrieved with the Employer's decision at Step 1, said employee shall have five (5) on the job working days to reduce the grievance to writing on the approved form or via e-mail and submit the grievance to the Mayor, Chief of Police and the Borough Manager. The Chief of Police will be responsible to inform the grievant in writing of the date and time of the grievance meeting. The employee and a Bargaining Unit representative shall meet and discuss the written grievance with at least two (2) of the following: the Mayor, the Chief of Police, the Borough Manager and/or a Public Safety Representative from Borough Council. The Employer shall have ten (10) on the job working days following the receipt of the written grievance to meet with the employee and to respond in writing to the employee with their decision.

Step 3. If the employee is aggrieved with the Employer's decision at Step 2, said employee shall have five (5) on the job working days to submit a written request or e-mail to the Borough Manager to meet with Borough Council. Borough Council shall schedule an executive session immediately prior to, during or immediately after the next scheduled Work Shop or Regular Council Meeting. The employee and a Bargaining Unit Representative shall meet with all Council Members in attendance at this meeting and discuss the grievance. Borough shall have until the next scheduled Work Shop or Regular Council Meeting to respond with their decision in writing.

Step 4. if the employee is aggrieved with the Employer's decision at Step 3, the Bargaining Unit may submit the grievance to arbitration, within five (5) on the job working days after receiving a decision at Step 3. A request for arbitration by the Bargaining Unit Representative shall be by written notice to the Borough Manager. The notice shall identify the Agreement provision(s) in dispute, the issue(s) to be determined and the employee(s) involved. Upon receipt of a notice requesting arbitration, the parties shall meet to select an arbitrator. A copy of the request for arbitration shall be sent to the American Arbitration Association to submit a panel list of three arbitrators from the Western Pennsylvania area. The parties shall alternately strike the names of the arbitrators until only one name remains. Prior to striking names, either party may once reject the list and request another panel.

SECTION 10.7

The arbitrator shall have no power or authority to add to, subtract from or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented and shall confine his decision solely to the application and interpretation of this Agreement. The decision or award of the arbitrator shall be final and binding.

SECTION 10.8

Each party shall bear the cost of preparing and presenting its own case. The arbitrator's fee shall be mutually shared by the parties.

- 1) Any arbitration arising from the employer's failure to respond at any step of the grievance procedure, the cost of arbitration shall be born solely by the employer.

SECTION 10.9

All disciplinary action above a verbal/oral reprimand for full time officers is grievable. Any grievance which may arise as a result of disciplinary action of an employee may be entered at Step 4 of the grievance procedure.

- 1) Part time officers are not subject to the grievance procedure for disputes resulting from disciplinary action except as provided under Section 11.11 number 5.

SECTION 10.10

The time limits set forth in this Article shall be binding upon the parties unless extended by mutual written agreement of the Employer and the Bargaining Unit.

SECTION 10.11

Any part time officer who is disciplined above a verbal/oral reprimand who is grieved shall have the right to dispute the disciplinary action through the following dispute process:

- 1) The Chief of Police is to be notified in writing or by electronic communication by the Bargaining Unit of the intention to dispute the action.
- 2) The Chief of police will then notify a panel to hear the dispute including, the Mayor, Borough Manager, and a designated member of council and schedule a meeting on a mutually agreed date with the grieved employee within ten (10) working days to dispute the disciplinary action.
 - A) The employee shall have the right to a bargaining unit representative present if requested.
 - B) An extension may be requested in writing or by electronic communication to the Borough Manager or the Bargaining Unit for cause.
- 3) The panel will then have five (5) working days to respond in writing with a unanimous decision.
- 4) All decisions made by this panel shall be considered final and are not grievable.
- 5) Any failure of the panel to abide by this process or if the decision by the panel is not unanimous; the employee may file a grievance under Section 11.6 entering at Step 4.
- 6) Final Decision of the panel must be brought before council for a final vote. In the event that council does not agree with the panel's decision, the part time employee will retain his right to file a grievance under Section 11.6 entering at Step 4.

ARTICLE 11 OFFICER SAFETY

SECTION 11.1

In order to provide for the safety of the Officers in the Ambridge Police Department, any motor vehicle provided to the department for use by Officers shall be maintained to a degree that the vehicle can pass a State safety inspection at any given time. Any vehicle not able to pass a safety inspection shall be immediately removed from service, until such time as the vehicle is repaired and is able to pass a safety inspection. No Officer shall be disciplined for refusing to operate a vehicle that cannot pass a safety inspection.

Any vehicle provided to the Police Department for use as an "Emergency Vehicle" shall be equipped with no less than the minimum required equipment as designated by the Pa. Vehicle Code. All such equipment shall be functional and in good working order at all times. If any of the required equipment is not working properly, the vehicle shall be removed from service as an "Emergency Vehicle" until such time as the equipment is repaired.

SECTION 11.2

In order to provide for the safety of the Officers in the Ambridge Police Department, the employer shall provide each Patrol Officer with body armor, with a minimum threat level of IIA. The body armor shall be from a reputable manufacturer and shall be replaced by the employer at such time as the manufacturer's warranty expires.

SECTION 11.3

A minimum staffing consisting of 3 officers between the hours of 3pm and 7am shall be maintained. If scheduled staffing during 3pm and 7am is below the 3 officer minimum, the remaining officers on shift shall receive "Hazard" pay consisting of double time.

The Bargaining Unit agrees that Hazard Pay shall not be paid if 3 officers are scheduled and one or more report off or are otherwise unable to work a full shift. Additionally, hazard pay will not be paid if the Borough makes reasonable efforts to maintain the minimum staffing. These efforts include but are not limited to offering overtime for part time and full time officers.

ARTICLE 12 DRUG TESTING

SECTION 12.1

The Borough and the Employees of the Ambridge Police Department agree to the Sworn Police Personnel Drug and Alcohol Policy #410-001.

SECTION 12.2

Refer to the Drug and Alcohol Policy #410-001

SECTION 12.3

The Employer will choose a qualified lab that follows the Borough adopted policy, uses the split sample approach to testing, and shall be a program which reasonably, responsibly and lawfully protects employee privacy rights.

ARTICLE 13 RESIDENCY

Bargaining Unit Members shall be permitted to reside within a fifty (50) minute traveling distance from the Municipal Building.

No other exemptions or exceptions shall apply to residency for current or newly hired Bargaining Unit Employees.

ARTICLE 14 HOURS OF WORK AND OVERTIME

SECTION 14.1

Management shall have the right to schedule Officers on 8-hour, 10-hour or 12-hour schedules, or any combination of same. Management will negotiate with the Wage and Policy Unit before implementing a 10-hour shift.

A. Eight Hour Schedule

1. The normal work week shall begin at 7:01 a.m. on Sunday and end the following Sunday at 7:00 a.m. The regular hours of work for full-time employees shall consist of eight (8) consecutive hours of work per day and forty (40) hours of work per week, with two consecutive days off during the week. The workday shall be that twenty-four (24) hour period each day in the work week beginning at 7:01 a.m. and ending at 7:00 a.m. the following day.

2. The typical work shift shall consist of eight (8) consecutive hours in a twenty-four (24) hour workday, including one (1) thirty (30) minute paid lunch period and two (2) fifteen (15) minute rest periods. Employees shall remain on call during both lunch and rest periods.

B. Ten Hour Schedule

[To be negotiated]

C. Twelve Hour Schedule

1. This Article is intended to define the normal hours of work per day and during the work period for Officers working the 12 hour shift schedule (Appendix B).

2. The 12 hour schedule provisions of this agreement shall affect only those officers assigned to such schedule. The schedule for any officer not assigned to the 12 hour schedule shall be governed by the other provisions of the Collective Bargaining Agreement.

3. The "work schedule rotation period" shall consist of twenty-eight (28) days, (4 weeks) and (2 pay periods), starting at 7:01 a.m. on a Sunday that begins a two (2) week pay period and end at 7:00 a.m. on Sunday following the 7 p.m. — 7 a.m. shift of the 28th day. The regular hours of work for full-time employees shall consist of twelve (12) consecutive hours of work per work day and one hundred sixty (160) hours of work per "work schedule rotation period", and shall follow the rotation of scheduled days on the attached work schedule rotation (Appendix B). The workday shall be that twenty-four (24) hour period each day in the "work schedule rotation period" beginning at 7:01 a.m. and ending at 7:00 a.m. the following day.

- 1) Shift hours shall be as determined by the Chief of Police. Shift rotation shall be as depicted in Appendix B.

- a) One complete rotation on the 12 hour work schedule consisting of (2) shifts . is permitted.
- b) .

4. The "12 hour" work shift shall consist of twelve (12) consecutive hours in a twenty-four (24) hour workday, including one (1) forty five (45) minute paid lunch period and three (3) fifteen (15) minute rest periods. Employees shall remain on call during both lunch and rest periods.

SECTION 14.2

The Police Department work schedule shall be posted on or about the middle of the previous month. All schedule changes by Full-Time Officers will be completed within 5 days. Final schedule will be posted approximately seven (7) days after the preliminary schedule was posted but prior to the end of the month.

SECTION 14.3

All work schedules (and/or assignments) shall be posted by the Employer for all Bargaining Unit classifications and employees. Part-time officers may be scheduled for shifts of 4 hours or more.

SECTION 14.4

- A. Any employee that works more than forty (40) hours in any work week, or more than one-hundred sixty (160) hours in any 28-day rotation, shall be entitled to overtime compensation at the rate of one and one-half (1 ½) times their hourly rate as established by this Agreement.
- B. Any employee who works more than the scheduled hours for his shift of eight (8), ten (10) or twelve (12) hours in any work day, shall be entitled to overtime compensation at the rate of one and one-half (1 -1/2) times their hourly rate, as established by this Agreement.
- C. Any Employee who works more than sixteen (16) hours in any work day shall be entitled to overtime compensation at the rate of two (2) times their hourly rate, as established by this agreement.
- D.
- E.

Bargaining Unit Employees recalled to duty, at times when they are not scheduled to work and during hours which are not contiguous to their scheduled working hours, shall be compensated for the actual number of hours worked, including travel time to the work site, but shall receive not less than three (3) hours work or pay. The rate of compensation for such recall to duty shall be one and one-half (1-1/2) times the hourly rate.

- F. No employee, without the prior approval of the Chief of Police, shall work more than eighteen (18) hours in any workday. No employee, without the prior approval of the Chief of Police, is eligible to work any overtime, special assignment or contracted assignment that would cause the employee to not have a minimum of six (6) consecutive hours of time off in any work day.
- G. Hours worked shall include all hours worked in the employees regular job classification or any other job classification, and shall also include hours worked for court appearances, special assignments or contracted assignments.

SECTION 14.5

When an overtime opportunity exists, the Employer shall make every effort to distribute authorized overtime opportunities equitably among eligible Bargaining Unit members. To this end, the Employer and his designee shall maintain an overtime assignment list, which shall indicate each employee name and the overtime hours offered, accepted and refused. Such list shall be posted on the appropriate Departmental bulletin board. The distribution of overtime is the responsibility of the Employer. However should the Employer delegate the task of filling overtime opportunities to the members of the bargaining unit, it shall remain the Employers responsibility to enforce the rules of overtime distribution in Section 15.9 of this Article.

SECTION 14.6

All overtime opportunities shall be distributed in accordance with the overtime distribution list. All Full-Time employees shall be on the list.

SECTION 14.7

Overtime will be distributed equitably by using a rotating seniority schedule beginning with the member of the Bargaining Unit with the most service time and ending with the member having the least service time. The Chief of Police and a designated member of the Bargaining Unit shall verify and post the overtime eligibility list weekly or more often if needed.

SECTION 14.8

A. The following rules shall govern the distribution of overtime on 8 and 10 hour shifts:

- 1) When an Employee works, refuses to work or is unable to be contacted for an overtime assignment, their name is then placed at the bottom of the overtime seniority list.
- 2) Overtime shifts on 8 and 10 hour schedules will be offered in 8 or 10-hour increments. The shift may only be split among more than 1 Officer after all available Officers have been given the opportunity to work the full overtime shift.. If it becomes necessary to split the overtime shift into smaller increments , the overtime list shall not be affected, provided that all available Officers were given the opportunity to work the full overtime shift.
- 3) Every reasonable effort shall be made to contact each Officer who is next in line and available for overtime.
 - A) Only Officers available to work overtime shifts and who do not fit any of the following shall be contacted. Not to be contacted are those Officers already scheduled for that shift or part of that shift.
 - (I) Officers on vacation (Officers on days off contiguous to any vacation may be called and given a no-penalty option to work).
 - (II) Officers on sick, injury or bereavement leave.
 - (III) Officers currently suspended.
 - (IV) Or any Officer, who by working the overtime, would violate any of the provisions of this Article.
 - B) Each Officer, not currently on-duty, shall first be called on their home phone.

- C) If there is no answer and voice mail is available, a message is to be left on the answering machine indicating that there is an overtime opportunity available, the date and time of the call, the date and shift available and the amount of time allowed for call back.
- D) Immediately upon receiving no answer and leaving a message if possible, the Officer shall next be either sent a page or called on his cellular phone (if these numbers are provided). If no answer on the cellular phone or if sending a page the same information as subsection Section 15.9(3)(c) shall be given.
- 4) Officers shall be allowed a reasonable amount of time for call back depending on the amount of time remaining before the start of the overtime shift.
- 5) If the Bargaining Unit Members are delegated the task of overtime call-outs, the O.I.C. of the shift shall be responsible to see that the calls are made and these rules are followed.
- 6) Anyone making entries on the overtime list shall put his/her initials next to each entry.
- 7) The list will only be as long as the number of Officers on it.
- 8) Each Officer's name will appear only once on the list.
- 9) Any Officer having an extended illness or injury and who is off work for more than 1 month, shall upon returning to active duty be given an additional first call overtime opportunity for each full month of work missed due to such illness or injury.
(Additional first time overtime opportunities shall not exceed 5 (five) call outs.
 - A) This will be maintained on a separate list attached to the regular list and those officer(s) will be called first until those opportunities have been eliminated. The opportunities will be eliminated under the same guidelines outlined in paragraph 3 of this section.
 - B) This does not apply to time off for vacation, leave of absence or suspension.
- 10) If the Employer violates the provisions of this section, an employee may file an grievance. If found to be valid the Employee shall be given the opportunity to work the amount of hours grieved during the current pay period or the following pay period. If extenuating circumstances exist, the Chief of Police and the affected employee shall come to a mutual agreement on the date and time to be worked.
- 11) If the Bargaining Unit Members are delegated the task of overtime call-outs and a Bargaining Unit Member violates the provisions of this section, that Bargaining Unit Member shall be subject to having his/her name removed from the overtime list for a period agreed upon by a majority vote of the Bargaining Unit Members on the overtime list, and the grieved Employee shall be given the next overtime opportunity.

B. The following rules shall govern the distribution of overtime on 12 hour shifts:

All rules remain the same except for #2 & #3 which shall be as follows:

- 1) Overtime shifts will be offered in six (6) hour increments. An Officer may work both six (6) hour increments provided that: after the first six (6) hour increment is accepted by the officer, the second six (6) hour increment is offered to all other eligible officers on the overtime list. Also, that accepting the second six (6) hour increment does not violate any of the other provisions of this Article.2) Every reasonable effort shall be made to contact each Officer who is next in line and available for overtime.
 - A) Only Officers available to work overtime shifts and who do not fit any of the following shall be contacted. Not to be contacted are those Officers already scheduled for that shift or part of that shift.

- (I) Officers on vacation (Officers on days off contiguous to any vacation may be called and given a no-penalty option to work).
 - (II) Officers on sick, injury or bereavement leave.
 - (III) Officers currently suspended.
 - (IV) Or any Officer, who by working the overtime, would violate any of the provisions of this Article.
- B) Each Officer, not currently on-duty, shall first be called on their home phone.
- C) If there is no answer and voice mail is available, a message is to be left on the answering machine indicating that there is an overtime opportunity available, the date and time of the call, the date and shift available and the amount of time allowed for call back.
- D) Immediately upon receiving no answer and leaving a message if possible, the Officer shall next be either sent a page or called on his cellular phone (if these numbers are provided). If no answer on the cellular phone or if sending a page the same information as subsection Section 15.9(3)(C) shall be given.
- E) Officers shall be allowed a reasonable amount of time for call back depending on the amount of time remaining before the start of the overtime shift.

SECTION 14.9

Employees assigned to patrol classifications shall be permitted to change shifts with each other, provided that it does not cause overtime, premium pay or impact scheduling or manpower. Employees must present the proper forms requesting the shift change to the Chief of Police for approval. Full-Time Bargaining Unit Member requests for shift change shall have preference over Part-Time Officer scheduling for the requested shift(s), with the exception of Part - Time Officers assigned to a crew working a regular 12 hour shift, work schedule rotation.

SECTION 14.10

The Borough reserves its right to implement crew reassignments with just cause for non-disciplinary reasons including, but not limited to efficiency and effectiveness of job performance. Moreover, in the event that a shift change is necessitated due to illness, injury or death of an employee, then in that event, the Borough agrees to meet and discuss the need for a change with the Bargaining Unit prior to the implementation of the aforesaid change and eligible Bargaining Unit members shall be permitted to volunteer for the necessitated reassignment, based on the seniority, and provided it does not impose an undue hardship on the operations of the Police Department, before any forced reassignment is implemented by the Borough.

- 1) In the event a crew change is made for the new year, all affected employees shall be notified no later than November 1st of the preceding year.
- 2) In the event a crew change is necessitated during the year the employer agrees to adjust the work schedule of employees affected to accommodate for previously scheduled vacation and compensatory time.

ARTICLE 15 COURT APPEARANCES

SECTION 15.1

In order to be eligible for court appearance compensation as defined in this Article, employees must comply with the court appearance verification requirements as established by the Employer. This shall include but not be limited to the filing of forms, time sheets, or other documents which would enable the Employer to account for and verify an Employee's court appearance time and determine appropriate compensation.

SECTION 15.2

A. Officers shall be compensated for all hours spent traveling to and from the court, waiting at the court to testify, being available for court (On Call) and for all time spent participating in court proceedings.

- 1) If the court appearance occurs during an Officer's scheduled time off, the Officer shall be compensated in accordance with the following schedule:
 - A) Magistrate's Office/Minimum 3 hours at 1 & 1/2 pay.
 - B) Central Court/Minimum 3 hours at 1 & 1/2 pay.
 - C) Beaver County: Criminal Court, Allencrest (Juvenile Court or any Civil Proceeding an Officer is required to attend as a result of employment/Minimum 4 hours at 1 & 1/2 pay.
 - D) If an Officer is required to attend any Criminal Court or Civil Proceeding, outside of Beaver County, as a result of employment/Minimum 8 hours at 1 & 1/2 pay. If the Officer is required to be out of the County for 8 hours or more and the travel time is 1 hour or longer, the Officer will be paid a minimum of 8 hours at 1 & 1/2 pay and the employer will provide lodging for the Officer and a \$20.00 meal allowance, for each day that this occurs.
- 2) Officers will be reimbursed for the use of their personal vehicle at the current IRS rate per mile, when a job-related court appearance is required. The mileage shall be measured from the Borough Municipal Building to the site of the Officer's appearance. The Borough reserves the right to provide transportation for Officers court appearances in lieu of personal vehicle use and mileage compensation.
- 3) Any Officer attending court proceedings and incurring parking fee expenses shall be reimbursed for such expense provided the Officer submits a validated receipt of such expense.

B. Twelve Hour Provision

- 1) Any Officer required to attend any court proceeding under this Article during off-duty hours shall be entitled to the overtime compensation stated or may opt for comp-time as covered in the "Comp-time" provision of this agreement.
- 2) All hours spent at court appearances are included in the overtime limitations set forth in article 7.
- 3) Additionally if an Officer is scheduled the 7p.m. — 7 a.m. shift both the night before and the night after a court appearance(s), the Officer must have six (6) consecutive hours off, either from the end of his first shift to the start of court (including travel time), or from the end of the court appearance(s) (including travel time) to the beginning of his next shift. If the court appearance does not permit this, the necessary number of court pay hours must be taken as comp time and used to delay the beginning of his next shift. Court hours for the purposes of this Article and

Article 16 shall be counted at no less than the minimum for which the Officer is being compensated, regardless of the hours actually spent in court.

ARTICLE 16 SPECIAL JOB ASSIGNMENTS

SECTION 16.1

Any Full time officer assigned to perform the duties of a Sergeant/OIC shall be paid the difference between base hourly rates of a top Patrolman to a Sergeant.

- 1) No part time officer is permitted to be a shift OIC unless:
 - A) No full time officer is available.
 - B) Each part time officer has to be preapproved by the Chief of Police.
- 2) Any Part time officer that is assigned the duty of an OIC shall be paid at the next higher step on the pay scale as detailed in Article 19 of this agreement, for performing those duties.

SECTION 16.2

When a requirement for eligibility to perform a higher job classification is, years of service, an Officer that has worked for the Ambridge Police Department as a Part Time Patrolman prior to becoming a Full-Time Patrolman, may claim that time on a per hour worked basis. 2080 hours of work equaling 1 year of service. Any Officer that has worked in a temporary assignment in a higher job classification may claim those hours worked in that classification on a per hour worked basis, 2080 hours of work equaling 1 year of service.

SECTION 16.3

Special Assignments are those job assignments that are not part of the department's normal duties assigned to one of the existing job classifications, and require the Officer to be taken from his regular job assignment, and are not available for the entire department to participate in. These assignments include but are not limited to, School Officer Assignment, DARE Officer Assignment, Crime Prevention Officer Assignment, Juvenile Officer Assignment, Etc.

SECTION 16.4

Whenever the employer decides that a Special Assignment is available, the employer shall post the assignment in the Police Department. The posting shall describe the Special Assignment, its schedule, eligibility requirements, the duties involved and the method for making application for the assignment. All Full-Time Officers shall be given the opportunity to apply for the assignment. The employer shall review all applications and the assignment shall be given to the most qualified applicant. If one or more Officers are equally qualified, preference shall be given the most senior of those qualified.

SECTION 16.5

From time to time, the Borough may provide opportunities for outside employment with contracted details that are paid for from outside for-profit sources (Construction Traffic Detail, etc.). All officers that work such assignment shall be paid at one and a half the hourly rate of the highest paid bargaining unit member as defined in Article 19 including longevity.

SECTION 16.6

Whenever the employer accepts contracted details from non-profit community supporting organizations such as school events, Nationality Days, church festivals, the employee shall work these details at their existing overtime rate for the actual hours worked. No detail shall be constructed that is less than three hours in duration.

SECTION 16.7

From time to time, special job assignments will become available for the School District, one of its clubs, groups, or associations. Officers working that detail will be paid at a flat rate for

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the event as negotiated by the Borough on a periodic basis. This payment will come through the regular payroll system. In no case will an officer accept a direct cash payment for time worked.

ARTICLE 17 TRAINING AND EDUCATION

SECTION 17.1

Bargaining Unit Employees shall be compensated for all hours of training which they are required by the Employer to attend in accordance with the hours of work and overtime Article contained in this Agreement.

SECTION 17.2

The Employer shall pay all registration, tuition, lodging and related fees for any educational program which the Employer specifically requires an employee to attend.

- 1) Any Employee who attends any mandatory training will be reimbursed a lunch expense in the amount of \$10.00 per day in addition to any other benefit granted by this agreement.
- 2) Any employee who attends mandatory training which results in an overnight stay will be compensated a meal plan not to exceed \$50.00 per day with submitted receipts.

SECTION 17.3

Time spent driving to and from any required training session and actual classroom time shall be considered as hours worked in determining an Employee's eligibility for overtime in accordance with the Overtime Article herein.

SECTION 17.4

Bargaining Unit Employees directed to use their personal vehicle for travel to and from any training program which the Employer has required them to attend, shall be reimbursed for the appropriate mileage at the current IRS rate per mile. The appropriate mileage shall be the round trip mileage between the Borough Municipal Building and the location where such training is being conducted. The Employer shall have the option of providing transportation to the employee in lieu of paying the mileage allowance.

SECTION 17.5

Authorization to incur expenses reimbursable by the Borough must be obtained from the Employer in advance and receipts must be submitted for expenses claimed by the employee, with the Employee's written request for reimbursement. Requests for reimbursement must be made within the calendar month incurred.

SECTION 17.6

Each full-time Bargaining Unit member will be permitted to attend one (1) elective training program per calendar year, in addition to any mandatory training, subject to the following:

- 1) Training program participation shall be limited to two (2) days unless additional days are granted by the Employer.
- 2) A written request must be submitted by the employee at least thirty (30) days in advance of the date training is scheduled, accompanied by all registration forms and training program description / information available.
- 3) Compensation for such elective training shall be limited to paid time off at up to eight (8) hours at the Officers hourly rate. However, if such training is scheduled on the Officers off-duty, non-scheduled hours, compensation shall be given as a training bonus of \$50.00 for each day the Officer attends the training.

- 4) Expenses for such items as, tuition, registration fees, texts or printed materials shall be paid by the Employer subject to the limits set by Council for such items. Officers will be reimbursed mileage of the current IRS rate per mile when required to use their personal vehicle to attend such training.
- 5) Elective training programs must be approved by the Employer.
- 6) Scheduling of time off to attend any elective training program is subject to the operational demands and scheduling needs of the Police Department.
- 7) Council will appoint a Training Officer at the recommendation of the Police Committee.
- 8) The Training Officer will be authorized to contact training schools and organizations for training and education.
- 9) The Chief will be directed to make available to the Training Officer all training and education information that is given to him.
- 10) The Training Officer will make this information available to all members of the Department.
- 11) The Training Officer will be a member of the Police - Management Committee. Elective Training Opportunities are not considered an entitlement and there shall be no claims for payment to any Borough employee in lieu of or in the absence of elective license training program participation.

SECTION 17.7

Any full-time Bargaining Unit member who acquires a Bachelor Degree or an Associate Degree in a major course of study related to Police Science, Administration of Justice, Human Resources, Public Administration, any Computer related course of study or other relevant course of study shall be eligible for an education bonus in accordance with the following:

- 1) Proof of such degree completion must be submitted to the Employer for verification and shall be placed in the Employee's personnel file. Such documentation must be submitted to the Employer prior to payment of any benefit under this provision.
- 2) Applicable payment shall be made annually in the first pay period in January of each calendar year in which an employee is eligible. Such payment shall be a lump sum bonus.
- 3) Payment for each approved Master's Degree will be \$1,000. Each approved Bachelor's Degree shall be in the amount of \$600.00 annually. Payment for each approved Associates Degree shall be \$300.00 annually.
- 4) If more than one degree is held, the second degree will be compensated at 50% of its appropriate level. In no case will more than \$1,000 be paid in Educational Incentive.

SECTION 17.8

Any Full-Time Bargaining Unit Member who takes college level courses that would lead to a degree in any of the courses of study listed in Section 15-A.2 will be reimbursed at the rate of 45% for a grade of C, 60% for a grade of B, and 75% for a Grade of A.

In order to encourage educational attainment by the officers, the schedules of up to two officers (chosen by seniority if more than two are interested) will be adjusted to allow for the attendance in fixed scheduled classes. A commitment of three (3) years of continued employment by the Borough is required by the officer from the date of the last course taken without repayment of tuition assistance.

ARTICLE 18 WAGES

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	2023		2024		2025		2026	
	6%		4.50%		4.50%		4%	
Full Time	Hourly		Hourly		Hourly		Hourly	Hourly
Chief								\$46.16
Lieutenant	\$84,541.37	\$40.64	\$88,345.73	\$42.47	\$92,321.29	\$44.39	\$96,014.14	\$43.23
Patrol Sergeant	\$79,173.01	\$38.06	\$82,735.80	\$39.78	\$86,458.91	\$41.57	\$89,917.26	\$41.72
Patrol Corporal	\$76,411.09	\$36.74	\$79,849.59	\$38.39	\$83,442.82	\$40.12	\$86,780.53	\$40.99
Patrolman	\$75,077.64	\$36.10	\$78,456.13	\$37.72	\$81,986.66	\$39.42	\$85,266.13	
Patrolman A	\$71,323.75	\$34.29	\$74,533.32	\$35.83	\$77,887.32	\$37.45	\$81,002.81	\$38.94
Patrolman B	\$67,569.88	\$32.49	\$70,610.52	\$33.95	\$73,788.00	\$35.47	\$76,739.52	\$36.89
Patrolman C	\$63,816.00	\$30.68	\$66,687.72	\$32.06	\$69,688.67	\$33.50	\$72,476.21	\$34.84
Patrolman D	\$60,062.11	\$28.88	\$62,764.90	\$30.18	\$65,589.33	\$31.53	\$68,212.90	\$32.79
Patrolman E	\$58,185.17	\$27.97	\$60,803.50	\$29.23	\$63,539.66	\$30.55	\$66,081.25	\$31.77
Patrolman F	\$56,308.23	\$27.07	\$58,842.10	\$28.29	\$61,489.99	\$29.56	\$63,949.59	\$30.74
Patrolman G	\$54,431.29	\$26.17	\$56,880.69	\$27.35	\$59,440.33	\$28.58	\$61,817.94	\$29.72
Patrolman H	\$52,554.35	\$25.27	\$54,919.30	\$26.40	\$57,390.67	\$27.59	\$59,686.30	\$28.70
Part Time.								
I	\$21.53	\$22.50				\$23.51		\$24.45
II	\$20.63	\$21.59				\$22.56		\$23.46
III	\$17.66	\$18.45				\$19.28		\$20.05
IV Training	\$14.84	\$19.34				\$20.21		\$21.02
SRO	\$23.97	\$25.05				\$26.18		\$27.23

SECTION 18.2

Employees hired Full-Time shall serve for one (1) year in each of the steps as outlined above. Advancement to the next higher step in the scale shall be on the Employee's anniversary date of hire.

- 1) Patrol Officer I - PT A part time patrol officer who has completed 5000 hours of work from the date of hire.
- 2) Patrol Officer II — PT A part time patrol officer who has completed 2 years of employment from the date of hire.
- 3) Patrol Officer III — PT A part time patrol officer who has completed level IV Training Patrol Officer up to 480 hours or as directed under section 19.3(1).
- 5) Training Patrol Officer IV — PT All newly hired part time patrolman.
- 6) School Resource Officer (SRO) — PT A part time officer assigned to the school.
 - A) The PT SRO only makes the contract rate under Section 19.1.1 while working hours in the school. In the event the officer is scheduled time on patrol, the officer will be paid under Section 19.1.1 I, II, or III.

SECTION 18.3

The Employer may in its sole discretion, enter a newly hired Full-Time employee with three or more years of police experience at up to the fourth step of the wage scale.

- 1) The Chief at his discretion can elevate a level IV Training Patrol Officer to a level III Patrol Officer based on the employee's experience. Under no circumstances will the level IV Training Patrol Officer remain at that level for more than 480 hours.

SECTION 18.4

The Employer shall maintain a minimum rank differential between the annual base rates of each of the full-time Job Classifications.

- 1) The annual base rate of each Full-Time Job Classification shall be one thousand five hundred dollars (\$1,500.00) more than the annual base rate of the Classification below it.
- 2) Any adjustment necessary to maintain such differential shall be made during the contract negotiations for any calendar year adjustment is applicable.
- 3) The minimum rank differential shall exclude the position of Corporal.

SECTION 18.5

As payment for working a rotating shift schedule, all full time officers whose shifts vary will receive an annual payment of \$1,000.00 in the first pay cycle of January for the previous year.

SECTION 18.6

All wage increases will begin on the next full pay period.

SECTION 18.7

Any officer who is a K-9 handler shall receive a \$250.00 per month payment for the care of the service dog.

ARTICLE 19 LONGEVITY

SECTION 19.1

All full-time Bargaining Unit Members shall be entitled to a longevity raise in accordance with the following:

- 1) Full-time Bargaining Unit Members must have completed five (5) years of continuous service in order to qualify for longevity.
- 2) Applicable longevity pay for all Bargaining Unit Members shall be a percentage of the Employees base rate and shall be added to the Employees base rate to calculate his/her annual salary, and shall be included in each Employee's bi-weekly pay. All officers eligible for longevity will receive the bonus raise in the first pay period for the year they receive the bonus regardless of the hiring date.
- 3) Longevity for Full Time officers shall be in accordance with the following schedule:

A) 5 years of service	1% of current year base rate
B) Each additional year	Additional .25% of current year base rate, to a maximum of 6%

ARTICLE 20 UNIFORM ALLOWANCE

SECTION 20.1

Each Police Officer shall present himself for duty in proper uniform in accordance with the dress code established for the Ambridge Borough Police Department.

SECTION 20.2

The Employer shall provide each new full time Police Officer with an initial issue of uniform items as are required to be worn by the dress code. The \$1,000.00 uniform allowance shall not apply to the initial issue. The initial issue shall consist of a minimum of the following:

- Four pairs uniform pants.
- Four summer uniform shirts.
- Four winter uniform shirts & 3 neckties.
- One uniform hat.
- One spring/fall uniform jacket.
- One winter uniform coat.
- One pair of uniform shoes/boots.
- All needed leather gear (Belts, holsters, ammo holders, cuff cases, etc.)
- All needed equipment (Handgun, handcuffs, mace, baton, etc.)

Newly hired full-time officers will not receive uniform allowance until after completion of the probationary period. Any employee who leaves employment during the probationary period shall be required to reimburse the employer for the initial issue on a pro-rated basis.

SECTION 20.3

The Employer shall provide for the necessary repair or replacement of uniform items which may no longer be usable due to normal wear or which may have been damaged or destroyed during the course of employment.

SECTION 20.4

An allowance of \$1,000.00 per calendar year shall be authorized for each Full-Time Police Officer for the purpose of repair or replacement of uniform items. The allowance will be issued on a prepaid debit Visa or Mastercard in which a statement of purchases will be monitored by the Chief of Police. Receipts for all purchases must be provided. All purchases deemed by the Chief of Police to be unapproved must be repaid to the Borough within 30 days.

- 1) Part time officers who are regularly scheduled 32 hours per week (crew officers) shall receive the following uniform allowance in the same manner as full time officers:
(2018) \$350 (2019) \$350 (2020) \$350 (2021) \$400 (2022) \$400
To be eligible for the full amount the officer must have been assigned to the crew position at the start of the year.
- 2) All other part time officers shall receive uniform and equipment allowances at the discretion of the Chief of Police. If any part time officer within 1 year of their date of hire discontinues employment with the borough for any reason, the officer shall repay the used portion of their allowance.
- 3) Part time officers who are issued prepaid cards shall follow the same rules as outlined for Full time officers.

SECTION 20.5

All uniforms must be in accordance with the Police Officer uniform dress code and must be approved by the Chief of Police.

SECTION 20.6

Uniform items eligible for purchase under this Article include: uniform shirts, uniform pants, uniform jackets, uniform hats, boots, shoes, leather goods, bulletproof vests, seasonal coats, chemical mace, flashlight, night stick. Any additional items determined to be necessary for police work and authorized by the Chief of Police shall also be eligible.

SECTION 20.8

Any Police Officer terminating his employment with the Borough shall return all equipment items. This shall include: All uniform badges, patches, pins, insignias, identification cards and emblems identifying the Ambridge Borough Police Department. This must be accomplished prior to receiving his final paycheck. This is in addition to the reimbursement stated in Section 21.2

SECTION 20.9

Non-uniform wearing apparel and routine cleaning and maintenance of uniforms shall be each Officer's individual responsibility.

SECTION 20.10

Any personal item an Officer would reasonably need to perform his/her duties, including but not limited to, eyeglasses, contact lenses, wristwatch, etc., that is damaged in the performance of their duties, will be replaced or repaired by the employer. The employer will then be eligible to collect any restitution for the repair or replacement of the item. This will not be deducted from the Officer's uniform allowance. The reimbursement to the employee will not be reasonably delayed, providing appropriate time for invoicing, and approval of department head, manager, and Borough Council.

SECTION 20.11

Deposits shall be made on prepaid debit cards and the funds be made available no later than January 15th of each calendar year. Any remaining balance on the prepaid debit card for full time officers only will carry over to the following year and must be used in full at the end of every even numbered year. Any remaining balance at the end of every even numbered year will be forfeited back to the Borough.

ARTICLE 21 PENSION BENEFITS

SECTION 21.1

The Employer shall be obligated to provide, and full-time Bargaining Unit Employees entitled to review the pension benefits provided under the provisions of Borough of Ambridge Ordinance #942 as amended by Borough of Ambridge Ordinance #1069 or any future Ordinance amendments enacted by Borough Council. A copy of the pension plan, as prepared from Borough ordinance is attached to this contract as Appendix A.

*Ordinance amended to allow for 20 year retirement as provided by in amendments to Act 111.

*Ordinance amended to eliminate Social Security offset.

The contract shall automatically reopen at the request of either party in the event the Legislature amends Act 600 during the term of this Agreement.

SECTION 21.2

The employer agrees to a Deferred Retirement Option Program (DROP) defined in Appendix E. The employer agrees to amend all applicable ordinances to accommodate for the (DROP). Ambridge Borough Ordinance No. 1303, adopted March 2018, is the plan document that establishes, defines and governs the DROP.

SECTION 21.3

All Bargaining Unit Members shall be entitled to enroll in the Mass Mutual supplemental retirement program. Employees shall designate an amount to be deducted from their pay and this amount shall be deducted bi-weekly.

- 1) The Borough of Ambridge agrees to contribute a .5% base salary match for all full time officers hired after January 1st, 2018 to offset the cost of Post-Retirement Health Care.

SECTION 21.4

The employer agrees to allow for retirement at age 50 with 25 years of service as provided for under Act 600. The employer also agrees to amend all applicable Ordinances to accommodate the change.

SECTION 21.5

Pension vesting will start after 12 years of continuous full-time service by a member of the Wage and Policy Unit with the Borough of Ambridge. Ambridge Borough Ordinance No. 1302, amends the Ambridge Police Pension Plan to provide a Deferred Vested Benefit.

SECTION 21.6

When a bargaining unit member has retired at full pension (at least 25 years of service and 50 years of age or greater), or accepts a service related disability, the employer agrees that the officer shall be given and transferred his/her department issued weapon.

ARTICLE 22 HEALTH CARE BENEFITS

SECTION 22.1

The Employer agrees to pay the remaining portion of the premium cost after employee contribution to provide hospitalization and major medical insurance. Such insurance shall be available for all Full-Time Bargaining Unit Employees and their dependents. The insurance coverage shall be as follows:

- a. The Employer shall provide coverage under the Blue Cross "Premium PPOBLUE 10" program. Current coverage as expressed in Appendix C
- b. The Employer shall provide coverage under the Blue Cross High Option Dental Plan. Current coverage as expressed in Appendix C
- c. The Employer shall provide coverage for Vision, as expressed in Appendix C
- d. The Employer shall provide for, coverage upon retirement, as stated in Article 24

SECTION 22.2

The Employer reserves the right to select the insurance provider but agrees that the nature and level of all benefits in Section 23.1 shall be substantially similar to the coverage in effect at the time this Agreement was signed.

SECTION 22.3

Any Employee who has similar hospitalization coverage provided for themselves or their dependents through some other means shall not be entitled to duplicate coverage at the Employer's expense. Should this situation arise, the Employee will decide which coverage is to be retained. If the alternative coverage is dropped, proof of such discontinuance of coverage will be required by the Employer. Any Employee who elects to obtain coverage through some other means will be compensated in the amount equal to 72% of the premium costs of the plan, which that employee would have been provided.

SECTION 22.4

Part-time employees may choose to participate in the borough's health insurance program. The whole responsibility for the costs of the health insurance will be borne by the employee and withheld from the employee's check in the month prior to the month that coverage is provided.

SECTION 22.5

The employee agrees to contribute to the Health Care plan as outlined in section 22.1 or section 22.6 to be deducted on a bi-weekly basis as follows:

2023 to 2024: \$60.00

2025 to 2026: \$75.00

SECTION 22.6

The Ambridge Wage and Policy Unit and the employer have agreed that it will be the choice of the employee to choose if they want their medical coverage to remain the same or switch to a comparable UPMC Plan. Both parties agree that the Highmark plan outlined in appendix C shall remain the primary plan. UPMC will be an option as long as the cost of the plan is the same or less than Highmark. If the cost of UPMC exceeds the cost of Highmark, then the employee can remain with UPMC if the employee pays the cost difference in addition to the employee's contributions. The UPMC plan outline will be added to appendix C.

SECTION 22.7

If the cost of the Health Care plan exceeds the amount of the Cadillac Tax as defined under the Affordable Care Act (if still in effect), then both parties agree to open discussions on the Health Care provisions only of the Collective Bargaining Agreement.

ARTICLE 23 POST RETIREMENT HOSPITALIZATION

SECTION 23.1

Upon the Employees retirement, the employer shall provide the Employee with the same medical coverage in Section 23.1, . This coverage will be provided until the Employee reaches age 65 or for 10 years, whichever comes first.

SECTION 23.2

Any retiree who has similar hospitalization coverage provided for himself or herself through some other means shall not be required to continue coverage at the Employer's expense. If the retiree chooses alternative coverage, the retiree will be compensated in the amount equal to 72% of the premium costs of the plan, which that retiree would have been provided. The payments will continue for the same duration as the coverage — Age 65 or 10 years. The Borough makes no guarantee of being able to reinsure the retiree once he/she is removed from the Borough's coverage, should the retiree wish to reinstate coverage during the eligibility period.

SECTION 23.3

All Full-Time officers hired after January 1st, 2013 or any officers opting to retire at age 50 with 25 years of service upon retirement will be required to contribute 50% of the cost of their Health Care plan until Medicare eligible or 10 years whichever comes first.

SECTION 23.4

Full Time officers hired after January 1st, 2018 shall have Post-Retirement Health Care replaced with a matching contribution to a 457(B) as outlined in Article 22 Section 22.3 (1).

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ARTICLE 24 LIFE INSURANCE

SECTION 24.1

The Employer agrees to provide two hundred thousand dollars (\$200,000) of term life insurance for each full time Bargaining Unit Employee. Such insurance shall be payable in accordance with the terms of the policy.

SECTION 24.2

The Employer shall have sole discretion in the selection of the insurance carrier through which the benefits of this Article are provided. The Employer may elect at any time to change carriers and/or policies so long as the benefits established herein are upheld and the affected Employees receive appropriate policy information regarding the change.

SECTION 24.3

The Employer shall only be obligated to provide life insurance to Bargaining Unit Employees in accordance with this Article. The Employer shall not be obligated to continue, renew, or initiate any other life insurance policy for Bargaining Unit Employees that would cause the total value of benefits to exceed the amount stated herein.

SECTION 24.4

Upon retirement, the Employer agrees to provide the retired employee with a Term Life Policy in the amount of \$7,500.00 until death.

ARTICLE 25 SICK LEAVE

SECTION 25.1

All eligible full-time Bargaining Unit Employees shall earn sick leave at sixteen (16) hours per completed calendar month of work in which the employee was on active payroll status. A record shall be maintained showing each Employee's accumulation and the number of hours of sick leave used.

SECTION 25.2

Employees may use sick leave for personal illness or injury not otherwise compensable by the Employer.

SECTION 25.3

An employee shall be paid his regular hourly rate, as determined by this Agreement, for each hour of authorized sick leave used.

SECTION 25.4

Any employee unable to report for work due to personal illness or injury, should report his absence to his immediate supervisor, as designated by the Employer at least two (2) hours prior to the time the employee is scheduled to begin his work shift. The employee must report his absence each day unless other arrangements are made with the immediate supervisor when the employee initially reports his illness or injury.

SECTION 25.5

If the absence was for a period of three (3) or more work days, the employee shall submit a physician's statement. Such physician's statement must indicate the nature of the illness or injury and provide a statement that the employee is fully capable of returning to his normal job duties. A physician's statement may also be required whenever an employee has established a record of excessive or patterned sick leave usage.

- 1) A doctor's excuse as described above shall also be required when a sick day is used in conjunction with any other combination of (3) consecutive days off.

SECTION 25.6

The Employer reserves the right to have any employee examined by a physician of its choice in order to determine the Employee's physical or mental capabilities to perform his regular job duties. Any employee found to be incapable of performing his regular duties shall be removed from employment with the Borough and in accordance with applicable law and the other provisions of this Agreement, be placed on appropriate leave or disability retirement.

SECTION 25.7

Any employee failing to comply with the provisions of this Article or requesting or receiving sick leave payments for other than their intended purpose, shall be ineligible for such sick leave payments and subject to appropriate disciplinary action.

SECTION 25.8

An employee, who in the reasonable view of management uses sick leave in a patterned or excessive manner, shall be subject to the following provisions:

- 1) When management observes such a pattern for a period of 180 days or more, the Chief of Police shall have a counseling session with the employee to notify him of the observed issue and give him an opportunity to explain any extenuating

circumstances. Failure to resolve the Chief's concern at this session will place the employee on notice that:

- A) The employee shall be under an observation period not less than (60) days or more than (180) days to correct the excessive or patterned sick leave.
- B) If during the observation period, the employee fails to correct the sick leave usage, he shall be subject to disciplinary procedures and the requirement for a doctor's excuse will be required for every single days absence.
- C) Each (60) days, new disciplinary charges may be brought until the employee has a clean sick leave usage for 365 days or he is discharged.
- D) If an employee clears his record but returns to the prior pattern within 365 days, the observation period for establishing the pattern is (90) days.
- E) An employee, who has a clear record of sick leave usage for 365 days, shall begin at the beginning of the process.

SECTION 25.9

All eligible full-time Bargaining Unit Employees may accumulate earned sick leave in accordance with the following schedule:

- 1) Full-Time employees may accumulate a maximum of 960 hours of sick leave.
- 2) Any sick leave accrued beyond the maximum accumulation provided for in this section, and not legitimately used during the calendar year earned shall be forfeited or returned in accordance with applicable provisions of this Agreement.

SECTION 25.10

Should the Employer determine with just cause that the sick leave use is unjustified, the employee shall lose sick leave compensation for any or all days taken and determined unjustified.

SECTION 25.11

Full-time Bargaining Unit members may sell back sick leave in accordance with the following provisions:

- 1) The Employer shall compensate Full-Time Bargaining Unit Employees at the rate of 50% of base pay to a maximum of ninety-six (96) hours each year.
 - A) The employee must submit a written request to return sick leave no later than January 10th of the following calendar year in order to receive payment under this section.
 - B) Such sick leave payments shall be made in the last pay period in January of each calendar year.
- 2) Upon retirement, full-time Bargaining Unit members may return unused hours of sick leave to a maximum of nine hundred sixty (960) hours. Such compensation shall be at a rate of 50% of base pay for each hour of accumulated (bank) sick leave returned.

SECTION 25.12

The employer agrees to provide a 1 year (12 Month) Short Term Disability policy at no cost to the employee.

ARTICLE 26 VACATIONS

SECTION 26.1

All full-time Bargaining Unit Employees shall be entitled to vacation with pay after one (1) year of continuous service with the Employer.

1) Employees employed in active pay status for a full year shall be entitled to vacation as follows:

- A) Less than one (1) full year service -no vacation.
- B) One (1) year of service but less than five (5) years of service - ninety-two (92) hours.
- C) Five (5) years of service but less than ten (10) years of service- one hundred and thirty-two (132) hours.
- D) Ten (10) years of service but less than fifteen (15) years of service - One hundred and seventy-two (172) hours.
- E) Fifteen (15) years of service but less than twenty (20) years of service - Two hundred and twelve (212) hours.
- F) Twenty (20) years of service or more - Two hundred and fifty-two (252)

2) In order to be eligible to take vacation time, all requests for vacation must be submitted to the Employee's department head beginning December 2nd of the previous calendar year in accordance with the following schedule:

- A) The 1st 2 most senior employees -due December 2nd.
- B) The 2nd 2 most senior employees -due December 9th.
- C) The 3rd 2 most senior employees -due December 16th.
- D) The 4th 2 most senior employees -due December 23rd.
- E) The 5th 2 most senior employees -due December 30th.
- F) The 6th 2 most senior employees -due January 6th.
- G) The 7th 2 most senior employees -due January 13th.
- H) If there should be additional employees add 7 days for each 2.

Officers must schedule at least 50% of their annual vacation entitlement in the first round of vacation selection.

- 3) Employees not submitting their vacation request by their scheduled due date must then go to the bottom of the list. They will then have 7 days from the due date of the least senior employee to submit their vacation. Employees missing their due date shall not be entitled to use seniority to displace less senior employees who submitted their vacation in accordance with the above schedule.
- 4) Vacation time requests of less than five (5) days must be submitted to the Employee's department head at least five (5) days prior to the day vacation is to begin. Requests submitted less than 5 days prior to the day requested are to be granted subject to scheduling demands.
- 5) Vacation shall be taken in no less than eight [or ten (10)] (8) hour increments. A maximum of fifteen (15) individual days (8 hour increments) shall be permitted each year.

- 6) If a holiday occurs on a day which an employee is on a vacation of 5 or more days, the employee shall be paid his straight time hourly rate for the holiday and such day shall not be charged against the Employee's accumulated vacation leave.
- 7) All requests for vacation submitted in accordance with the schedule in subsection (A) of this article shall be scheduled and granted to the employee.
- 8) Vacation time must be taken each year; there shall be no accumulation or carryover of vacation time. Any employee who has not submitted his request for five (5) or more days of vacation (at one time) in accordance with subsection (A) of this article shall have said vacation time scheduled by his supervisor.
- 9) Any employee who is terminated, laid off, retired or on extended illness or injury leave, prior to using any or all of his vacation shall be compensated in cash for the unused portion of vacation earned. The compensation shall be at the Employee's straight time rate of pay as established by this Agreement.
- 10) The Employer reserves the right to limit to a maximum of two (2) the number of employees scheduled for five (5) or more vacation days in any workweek. The Employer further reserves the right to adjust any work and/or vacation schedules in order to maintain this provision.
- 11) Upon retirement, all full-time members of this Bargaining Unit will be entitled to an additional one hundred twenty (120) hours of paid vacation.

SECTION 26.1:12

- 1) In order to be eligible to take vacation time, all requests for vacation must be submitted to the Employee's department head beginning November 1st of the previous calendar year in accordance with the schedule set forth in the regular contract Section 27.1-B. (1 thru 9). Officers must schedule at least 50% of their annual vacation entitlement in the first round of vacation selection.
- 2) Vacation time requests of less than thirty-six (36) hours must be submitted to the Employee's department head at least forty-eight (48) hours prior to the time vacation is to begin. Requests submitted less than forty-eight (48) hours prior to the time the vacation is to begin are subject to scheduling demands.
- 3) Vacation of less than 36 or more hours may be taken in no less than 4 hour increments to a maximum of 120 hours per year. Otherwise vacation must be taken in 12 hour increments.
- 4) If a holiday occurs on a day which an employee is on a vacation of thirty-six (36) or more continuously scheduled work hours, the employee shall be paid his straight time hourly rate for the holiday and such hours shall not be charged against the Employee's accumulated vacation leave.
- 5) All requests for vacation submitted in accordance with the schedule in subsection (a) of this article shall be scheduled and granted to the employee.
- 6) Vacation time must be taken each year, there shall be no accumulation or carryover of vacation time. Any employee who has not submitted his request for vacation in accordance with subsection (a) of this Article shall have said time scheduled by his supervisor.
- 7) Any employee, who is terminated, laid off, retired or on extended illness or injury leave, prior to using any or all of his vacation shall be compensated in cash for the unused portion of vacation earned. The compensation shall be at the Employee's straight time rate of pay as established by this Agreement.

- 8) The Employer reserves the right to limit to a maximum of two (2) the number of employees scheduled for thirty-six (36) hours or more of vacation in any work week. The Employer further reserves the right to adjust any work and/or vacation schedules in order to maintain this provision.
- 9) Upon retirement, all full-time members of this Bargaining Unit will be entitled to an additional one hundred twenty (120) hours of paid vacation.

ARTICLE 27 HOLIDAYS

SECTION 27.1

Subject to the provisions of this Article, all full time bargaining unit employees shall be entitled to the following paid holidays each year:

New Year's Day	Good Friday	Easter
Memorial Day	Independence Day	Labor Day
Veterans Day	Thanksgiving Day	Christmas Day
Christmas Eve	Martin Luther King Day	Officer's Birthday

SECTION 27.2

To be eligible to receive holiday pay, as per Section 28.4, the employee shall have actually worked the scheduled day of the holiday.

SECTION 27.3

Eligible employees shall be paid for eight (8) hours at the straight time (regular) hourly rate as determined by this Agreement for each holiday listed in Section 28.1. Pay will be made as per Section 28.7

SECTION 27.4

Any full-time or part-time employee who is required by the Employer to work on a holiday specified in this Article, shall be compensated at a rate of one and one half (1 1/2) times his regular hourly rate, as determined by this Agreement, for all hours actually worked on such holiday.

SECTION 27.5

For purposes of this Article, herein specified holidays shall be observed in accordance with the official holiday schedule.

SECTION 27.6

Applicable holiday pay defined in Section 28.3 of this Article shall be paid in the last pay period in November of each calendar year.

SECTION 27.7

Any shift that has the majority of its hours within 6 hours of midnight of New Year's, shall be eligible for time and one-half rate of pay. This time shall not count as a holiday pay for officers not actually working that shift.

ARTICLE 28 BEREAVEMENT LEAVE

SECTION 28.1

Three (3) days of bereavement leave will be given to the employee for death of spouse, children, step-children. Also for any brother, sister, parent or grandparent (Including Great Grandparent), or any brother-in-law, sister-in-law, mother-in-law, father-in-law or grandparent-in-law.

SECTION 28.2

Any employee not formally married to, but currently co-habiting as husband and wife, shall receive the same leave as if they were formally married.

ARTICLE 29 MISC. LEAVES

SECTION 29.1

Any member of the Bargaining Unit who is a member in good standing of the Fraternal Order of Police, and who is selected to attend the national convention of the Fraternal Order of Police as a delegate, is allowed up to forty (40) hours of leave, with pay, to attend the convention. However, only one member of the Bargaining Unit is eligible for such leave in any one year, and the availability of this leave is subject to approval by the Chief of Police at least 60 days in advance of the convention. Approval by the Chief of Police shall not be unreasonably withheld.

SECTION 29.2

Any Bargaining Unit Member unable to work due to a work related illness or injury shall be entitled to compensation as per the Heart & Lung Act.

SECTION 29.3

Any officer who becomes entitled to overtime compensation, may elect, at his/her exclusive option, to take compensatory time off work, with pay, at the rate of one and one half (1 1/2) hours of compensatory time for each one (1) hour of overtime actually worked provided that the use of compensatory time does not unduly disrupt the operations of the Municipality. A request for use of compensatory time by an officer shall be granted subject only to the following conditions:

- 1) Officers may accumulate a maximum of 168 hours of compensatory time. Any overtime hours worked that would exceed this accumulation will be paid.
- 2) Compensatory time will not be considered to be used until the officer actually takes the time off.
- 3) A minimum of ninety-six (96) hours advance notice by the officer shall be required for the use of compensatory time. This requirement may be waived at the discretion of the Chief of Police.
- 4) When the request for compensatory time is less than eight (8) hours, the compensatory time must be taken off in four (4) hour increments, unless minimum staffing requirements are met at the time of the request.
- 5) The Municipality agrees to buy back all accumulated compensatory time upon retirement of an officer, subject only to a maximum allowable accumulation of one hundred and sixty-eight (168) hours.
- 6) Only 1 full time officer on each of the 4 crews may be off on vacation or compensatory time on the same shift unless approved by the Chief of Police.

ARTICLE 30 DURATION

SECTION 30.1

This agreement shall be effective as of January 1st, 2023, and shall remain in full force and effect until December 31, 2026.

SECTION 30.2

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore the Borough and the Employees, for the life of this Agreement, each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated, except as specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement. This Agreement cancels and supersedes all previous agreements, understandings, or contracts, both written and oral.

SECTION 30.3

The parties may upon mutual consent during the life of this agreement, enter into negotiation to add to, delete from or clarify specific provisions of this agreement. However there shall be no implied right of either party to demand binding arbitration in those matters, unless both parties agree to the arbitration.

ARTICLE 31 SEVERABILITY

ARTICLE 31.1

Any and all terms and conditions of this Agreement are subject to all applicable Federal laws, laws of the Commonwealth of Pennsylvania or any judicial decision interpreting such laws. In the event any provision of this Agreement or the application thereof to any person or circumstances is found to be invalid or in conflict with any applicable law, that provision shall have no further force or 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.

SECTION 31.2

In the event a provision of this Agreement is found to be invalid and therefore severed, the Employer and the Bargaining Unit Representatives shall meet and discuss the matter in an attempt to arrive at an alternative provision, on the subject matter in question, which is not contrary to law.

SECTION 31.3

In the event the parties are unable to arrive at and agree on an alternative provision, either party may request and shall be entitled to binding arbitration to resolve the issue, as provided for in step 2 of the grievance procedure.

Appendix A

Ambridge Police Department Bill of Rights

- 1) Officers shall be notified orally or in writing of such claim of any complaints made against them.
- 2) No anonymous complaint shall be placed in an officer's file, but the Borough will investigate all complaints it receives. If the investigation concludes that the complaint has foundation, the result will be placed in the officer's file. No officer will be disciplined without cause as defined in the Agreement.
- 3) Any Ambridge Police Officer, whether a subject or witness, must be informed of the nature of the interrogation at the outset of the interrogation.
- 4) If the interrogated Police Officer writes a written statement, a transcript is taken, or a mechanical record made, a copy of same must be given to the interrogated Police Officer, without cost, upon request.
- 5) If any Police Officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.
- 6) At the request of any Police Officer under interrogation, he shall have the right to be represented by counsel of his choice and/or a Bargaining Unit Representative who shall be present at all times during the interrogation. The interrogation shall be suspended for a reasonable time until representation can be obtained.
- 7) The Ambridge Police Department Bill of Rights is for internal complaints which cannot result in criminal charges.

Appendix B

[To be revised by Chief of Police in consultation with representatives of the bargaining unit]

Appendix D

Progressive Disciplinary Action Policy

- 1) The following actions by an employee will be considered serious violations of expected employee conduct and shall be cause for immediate discharge.
 - A) Intentional damage to or misappropriation of the property of the Borough of Ambridge, its, citizens or other employees.
 - B) Conviction of a Misdemeanor or Felony.
 - C) Physical assault of any Borough of Ambridge employee or official at any time, or physical assault of any other person while in the conduct of Borough Duties.
 - D) Falsification of record or reports.
 - E) Involvement in illegal gambling activities.
 - F) Working under the influence of alcohol or narcotics.
 - G) Sleeping during work hours or other dereliction of duties which involves complete inattention to job duties.
 - H) Intentional abuse, destruction or waste of Borough materials, tools and equipment.
 - I) Serious insubordination, abuse towards supervisors, or failure to carry out job duties.
 - J) Serious violation of Departmental Directives, Policy, or Conduct unbecoming of an officer.
- 2) The following actions by employees shall be considered violations of the expected employee conduct and shall be cause for disciplinary action:
 - A) Failure to carry out job duties.
 - B) Excessive or unreported absences or absences without good cause.
 - C) Disorderly or unsafe conduct on the job.
 - D) Excessive or habitual unexcused tardiness.
 - E) Unauthorized selling, soliciting or canvassing.
 - F) Failure to report personal injuries.
 - G) Violation of Departmental Directive or Policy
- 3) Disciplinary action shall be taken in the following steps.
 - A) First Offense: Oral/Verbal Reprimand
 - B) Second Offense: Written Reprimand

- C) Third Offense: One Day Suspension
 - D) Fourth Offense: Three Day Suspension/Last Chance Notification
 - E) Fifth Offense: Discharge From Duties
- 4) The accumulated number of offenses in an employee's record shall be reduced by one for each 12 months which are free of offense following any disciplinary action.
- 5) All disciplinary actions shall be noted in written record by the employer, and the employer shall furnish a notice to the employee of each said action within forty-eight (48) hours after it is taken.
- 6) Discipline can be administered at any level as long as the discipline is consistent with the offense.
- 7) The Last Chance Notification in step D applies only to employees who have progressed through levels A-D.
- 8) Definitions as it relates to the Progressive Disciplinary Action Policy
- A) Intentional with full awareness of what one is doing <the witness *intentionally* gave misleading answers to the questions>
 - B) Serious having important or dangerous possible consequences <a *serious* injury> : excessive or impressive in quality, quantity, extent, or degree <*serious* stereo equipment> <making *serious* money> <*serious* drinking>
 - C) Excessive exceeding what is usual, proper, necessary, or normal.

[OTHER APPENDICES AND PENSION ORDINANCES NOT INCLUDED]

ARTICLE 33 SIGNATURES

This agreement shall be effective as of January 1st, 2023, and shall remain in full force and effect until December 31, 2026. The persons, who have affixed their signatures here below on behalf of the Borough of Ambridge and the Ambridge Police Wage and Policy Unit, do so with the intent to bind the parties hereto and to show acceptance by both parties of this agreement.

IN WITNESS WHEREOF, the parties have hereto set their hands; intending to be legally bound this.

x. Alfred Bialik Alfred Bialik 1/20/23

x. Michael T. McQuade Michael McQuade 1/20/23

x. Glen Sovich Glen Sovich 1-20-23

Tina Tessaro Tina Tessaro 1-31-23

Tina Tessaro, President, Borough of Ambridge Council

Date

Mario N. Leone Mario N. Leone 1-31-23

Mario N. Leone, Borough Manager

Date

January 12, 2023

Via Electronic Mail (essek@comcast.net)

James Essek
c/o Ambridge Wage and Policy Unit

Dear Jim:

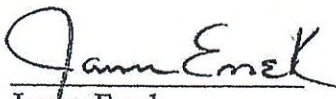
During our recently concluded collective bargaining negotiations the parties agreed to increase the payment for unused sick days sold back to the Borough during employment and at retirement. The practice under previous agreements for in-service sale was that officers could sell back sick hours that exceeded the maximum allowed accumulation of sick time in the contract. This letter will confirm our understanding that there has been no change to past practice, and that under the new agreement officers may only sell back sick time that is in excess of the 960 hour maximum accumulation established by the agreement. If you concur please execute and date this letter below and return a copy to Chief Deluca for his files.

Very truly yours,



John A. McCreary, Jr.

Agreed:



James Essek
Ambridge Wage and Policy Unit

Date: 1-12-2023

