

**Beaver Police Department
Collective Bargaining Agreement**

January 1, 2023 to December 31, 2024

Parties:

This agreement is made as of January 1, 2023, between the BOROUGH OF BEAVER, a municipal corporation located within the County of Beaver and organized and operating under the laws of the Constitution of the Commonwealth of Pennsylvania, and the BEAVER POLICE ASSOCIATION, a committee of the Borough of Beaver (hereafter called Police).

Terms:

In consideration of the respective undertakings made below by each, the parties hereby agree as follows:

**Article I
Recognition**

The Borough hereby recognizes the Beaver Police Association as the sole and exclusive collective bargaining representative for all Officers, and Sergeants within the bargaining unit, as set forth below, with respect to compensation, hours of work, working conditions, and other terms and conditions of employment. The bargaining unit shall consist of all Police Officers and Sergeants, and shall exclude all other departmental employees, probationary employees, lieutenant and Police Chief and all other supervisory employees.

**Article II
Borough Rights**

It is understood and agreed that the Borough possesses the sole and exclusive right to operate the Police Department and its force and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this Agreement. These rights include but are not limited to the following:

- (A) The right to direct employees of the Department.
- (B) The right to hire, promote, transfer, assign, and retain employees in a position within the Department, and to suspend, demote, discharge, or take other disciplinary action against employees, except as limited by applicable laws and regulations.

- (C) The right to relieve employees from duties because of a lack of work or for other legitimate reasons.
- (D) The right to maintain efficiency of the Department and to set standards for the safety of the public.
- (E) The right to determine the methods, means, and number of personnel by which the Department is to operate.
- (F) The right to take whatever action may be necessary to carry out the mission of the Department in situations of emergency.
- (G) The right to schedule manpower for the most productive and efficient operation. The Borough recognizes that the Police have a substantial interest in the manner in which they are scheduled. Because of this the Borough will continue a work schedule which provides Officers with two weekends off per calendar month, if the Borough finds it necessary to change the practice of providing Officers with at least two weekends off per calendar month, the Police will be notified and afforded an opportunity to provide input concerning any proposed schedule change at least (30) days prior to the schedule change being implemented.

Article III Grievance Procedure and Arbitration

- (A) In the event of any controversy concerning matters of discipline involving suspension or removal, and the meaning or application of any provision of this agreement, there shall be no suspension of work, but such controversy shall be settled if possible, by the Officer/s involved and the Borough in the following manner: (**Note:** Written reprimands or letters of warning are specifically excluded from the grievance arbitration procedure.)
 - (1) The Officer concerned, and/or their committeeman, shall endeavor to adjust the matter with the Chief of Police.
 - (2) In the event that a satisfactory adjustment is not made by the Chief, the matter shall be presented by the Officer to the Borough Council in writing, for investigation and examination and the expression of the opinion of the Council upon the controversy.
- (B) To be considered timely, a grievance shall be submitted no later than ten (10) business days after the Officer/s knew or should have known of the event giving rise to the grievance. The response by the Chief and appeals to the next step of the procedure by the Police shall be within (10) business days unless such time limits are extended by mutual agreement in writing. Council shall respond within ten (10) business days after its next regular meeting. A demand for submission of the grievance to arbitration shall be made no later than ten (10) business days after Council's response. Within ten (10) business days after the

demand for arbitration, the Borough and the Police shall mutually attempt to agree upon an arbitrator. In the event the parties fail to agree upon an arbitrator within ten (10) business days, the Police shall within ten (10) business days thereafter request the Federal Mediation and Reconciliation Service to furnish the parties with a list of seven (7) arbitrators from which the parties will select and impartial arbitrator. Within ten (10) business days after the receipt of the list, an arbitrator will be selected by each party alternatively striking from the list of seven (7) names. The Police shall first strike and the last name remaining on the list after each party has exhausted its three strikes shall become the arbitrator. There shall be no suspension or refusal to work during the grievance or arbitration.

- (C) Grievances within the meaning of this article shall consist of disputes about the interpretation or application of particular clauses of this agreement, and all matters of discipline involving suspension or removal. The arbitrator shall have no power to add to or subtract from or otherwise modify any of the terms of this agreement, nor shall he or she substitute his or her discretion for that of the Borough or the Police, where such discretion has been retained by the Borough or the Police, nor shall he or she exercise any responsibility for functions of the Borough or the Police. The Borough agrees that while this agreement is in effect there shall be no lockouts. The Police agree that while this agreement is in effect there shall be no strikes, sit-downs, concerted slow-downs, stoppages of work, boycotts, or any unlawful acts that interfere with the Borough's operation and with the public safety of the citizens of the Borough. Any violation of the foregoing provisions may be made the basis for disciplinary action, including discharge.

Article IV Wages and Hours

- (A) Base Wage: Effective 1/1/2023 the base wage will increase 4.0% from the 2022 wages; effective 1/1/2024 the base wage will increase 4.0% from the 2023 wages.

Revised Wage Scale

Grade	4.0% 2023	Hourly	4.0% 2024	Hourly
1 st year probation	\$53,495.94	\$25.72	\$55,635.78	\$26.75
2nd year	\$57,346.43	\$27.57	\$59,640.29	\$28.67
3rd year	\$61,110.40	\$29.38	\$63,554.82	\$30.56
4th year	\$64,939.26	\$31.22	\$67,536.83	\$32.47
5th year	\$68,746.50	\$33.05	\$71,496.36	\$34.37
Senior Patrolman	\$76,382.59	\$36.72	\$79,437.90	\$38.19
Sergeant/OIC	\$80,201.72	\$38.56	\$83,409.80	\$40.10

- (B) Sergeant and OIC (Officer in Charge) pay rate will be 5% per hour higher than the hourly rate of a Senior Patrolman.
- (C) Any shift starting at 3:00 P.M. or later shall include a shift differential increment of \$0.75 per hour.
- (D) Premium pay at the rate of time and one half shall be paid for all time worked in excess of eight (8) hours in one day and/or forty (40) hours in one week.
- (E) Longevity pay will be paid annually in a separate check/direct deposit on the first pay period in December and shall be included for retirement pay calculations. The longevity pay listed and to be paid is gross pay. The amount of longevity pay will be based on the following scale using an Officer's annual salary for the that particular calendar year:

Y.O.S.	L.P.P.	Officer/Date of Hire	2023	(YOS)	2024	(YOS)
5-6	0.50%	Sgt. Hogan (5/16/2000)	\$2,005.29	(23)	\$2,085.50	(24)
7-8	0.75%	Sgt. McCoy (6/15/2000)	\$2,005.29	(23)	\$2,085.50	(24)
9-10	1.00%	Turyan (11/16/1998)	\$1,909.56	(25)	\$1,983.70	(26)
11-12	1.25%	Kryder (12/12/1999)	\$1,909.56	(23)	\$1,983.70	(24)
13-14	1.50%	DeGori (6/1/2002)	\$1,909.56	(22)	\$1,983.70	(23)
15-16	1.75%	B. Blinn (8/1/2008)	\$1,336.70	(16)	\$1,586.96	(17)
17-18	2.00%	Reese (4/1/2016)	\$572.87	(7)	\$595.11	(8)
19-20	2.25%	E. Blinn (9/16/2018)	\$369.06	(5)	\$396.74	(6)
21+	2.50%	Nevill (9/16/2020)	\$0	(3)	\$0	(4)
		Klutka (10/1/2020)	\$0	(3)	\$0	(4)
		Applegarth (2/20/2023)	\$0	(0)	\$0	(1)

- (Y.O.S.) = Years of Service
- (L.P.P.) = Longevity Pay Percentage

- (F) When required to appear in court, an Officer, shall be paid a minimum of three (3) hours time and one half for hearings at the District Justice's Office, and a minimum of four (4) hours time and one half for hearings at the Court of

Common Pleas and the County Juvenile Court. This provision only applies to Officers who are off duty at the time of their hearing/s.

- (G) In the event an Officer works **20** hours of overtime or more in a pay period said Officer will be paid his overtime in a separate check/direct deposit in said pay period.

(H) Overtime Procedure

1. No overtime work is guaranteed by the Borough.
2. However, Full-time Officers will receive first preference on all outside employment within the Police Department's area of jurisdiction and they will be paid per section L (below).
3. Beaver Police Association agrees to forego the first right of overtime preference on call offs and vacation days. Part-time officers may be called for overtime opportunities caused by vacations and call offs.
4. A written overtime list shall be maintained and posted in a conspicuous place and made available for inspection by members of the Police Department.
5. If an Officer can not be contacted within a reasonable amount of time or he declines overtime his name will be passed and he loses his turn.
6. There will be a complete rotation through the seniority list, including Part-time Officers, before his turn arises again. For every call off the Officer attempting to fill the open shift will start with the Officer next in line from the Officer who filled the previous call off.

- (I) In the event an Officer is called out for service his call-out pay is to be based on a minimum of two (2) hours time and one half.

- (J) The Police Department of the Borough has been and is a Full-time Police force, and historically its Officers have been offered forty hours of work per week, or 2,080 hours per year. It is the expectation and intention of the Borough to continue its Police operation in such fashion during each year this agreement is in effect. However, it is recognized by the Police that economic conditions and circumstances could arise that would seriously and adversely impair the Borough's financial ability to maintain operations at their present level. For this reason, the Borough cannot and does not guarantee to its Police employees any minimum number of hours of work. It must be recognized by the Borough that the Police have certain financial needs and expectations, and would be affected substantially by any reduction in hours of work. For this reason, the Borough agrees that it will not reduce the regular hours of work below forty (40) per week, or 2,080 per year, without (1) meeting with the Police and explaining both the reasons for and details of any proposed reduction of hours, (2) affording the Police an opportunity to suggest other ways and means by which the Borough's economic concerns or requirements could be satisfactorily adjusted, and (3) giving serious consideration to any such suggestions made by the Police. However, the final decision on such matters will be solely that of the Borough's, and will be conclusive.

1. In the event that the Borough must reduce hours and/or furlough officers, it is agreed that such reductions or furloughs shall be accomplished in the following manner:

- i. The hours worked by each part-time officer in the previous two calendar years shall be totaled, and the officer(s) with the fewest hours worked shall be subject to reduced hours or furlough.
 - ii. Should it be necessary to reduce hours or furlough any full-time officer, all part-time officers will be furloughed first. Furloughs of full-time officers will be taken in inverse seniority order.
- (K) In order to equalize and make for a more convenient family budgeting system, there will be 24 equal yearly pays. The computation will be: base pay divided by 24 pay periods. Adjustments will be made for overtime and loss pay hours.
- (L) For special assignments which are reimbursed by third parties (*e.g.*, PennDOT, movie productions and similar extra details), the special assignment paid to an officer will be 80% of the rate charged by the Borough for such assignments. For purposes of compliance with the Fair Labor Standards Act, the officer's regular rate of pay for such an assignment shall be the overtime rate received divided by 1.5. Anything that exceeds 5 days of a special assignment will be negotiated by Borough Officials with the third party and the Union.

Article V Insurance

- (A) The Borough shall continue to provide each Officer and his immediate family with medical, dental and eye insurance. The employee will be responsible for paying 10% of the premium associated with such insurance coverage. All information pertaining to the health insurance policies and the policies benefits will be provided to each Officer. In addition each Officer will be notified and consulted if and when there is a change in benefits and/or insurance carrier. Each Officer, upon request will cooperate with the Borough by completing in a timely fashion all necessary applications and related paperwork to allow the Borough to secure price quotations for health insurance coverage provided under this agreement.
 - 1. The health insurance program will be the UPMC Gold EPO Plan (description attached). The Borough will fund a Health Savings Account for each officer and his family in an amount equal to \$500 less than the applicable deductible for each year of the Agreement.
- (B) Officer opting out of health plan will receive 50% of the Borough's cost of the specific premium they otherwise would have been eligible for. Payments are gross payments and will be made quarterly (last pay of March, June, September, December). The amount shall not be included for retirement pay calculations. Should the need arise for an Officer to re-enroll in the health plan there will be no delay in the enrollment. The Officer and the Borough manager will meet and determine the amount owed to the Officer or the Borough based on the time of enrollment during the calendar year.
- (C) A Fifty Thousand dollar (\$50,000) life insurance policy will be provided for each Officer up to the date of retirement, and a Ten Thousand dollar (\$10,000) life

insurance policy will be provided for each Officer after retirement. All information pertaining to the life insurance policies and the policies benefits will be provided to each Officer, active and retired. In addition each Officer will be notified if and when there is a change in benefits and/or insurance carrier.

Article VI

Holidays and Birthday

For each year of the Collective Bargaining Agreement each Officer shall have ten (10) paid holidays per year namely:

1. New Years Day
2. Martin Luther King Day
3. President's Day
4. Easter
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

Any Officer who works on any of these holidays shall be paid at the overtime rate of time and one half for each hour worked. In addition each Officer will be paid 8 hours at their regular pay rate for each of the holidays listed, a total of 72 hours, in a separate check/direct deposit on the second pay period of November. For each year of the collective bargaining agreement each Officer will receive his birthday off. No additional or overtime pay shall be received by the Officer for such day. If the birthday falls upon a regularly scheduled day off or holiday, then the Officer may take his day off on the working day next proceeding or succeeding. In case of emergency preventing the day off on his birthday, the Officer and the Police Chief may mutually agree to substitute another day.

Article VII

Uniforms

Each Officer shall receive \$1000 annually to purchase and maintain his uniforms. The Borough will, if permissible, pay this amount by separate check in such a way so as to avoid tax liability to the officer. Should an Officer resign prior to his retirement date he will be responsible for reimbursing the Borough at a rate of \$83.33 per month for each month remaining in that particular calendar year.

Article VIII Sick Leave

- (A) Each Officer is entitled to twelve (12) days sick leave for each year of the collective bargaining agreement, which may be accumulated only to the maximum of ninety (90) days at end of any year. Each Officer will be required to submit a doctor's excuse any time he misses four (4) or more consecutive days or uses a combination of two (2) or more sick days and vacation days. In addition each Officer will receive a bonus pay in the amount of \$25 for each unused sick day, twelve day maximum, in any given calendar year. The bonus will be paid in a separate check on the first pay period of the proceeding year. For example bonus pay under this article would be paid January 15, 2012 for the calendar year of 2011.
- (B) The Borough will purchase accumulated sick days from retiring officers at 75% of the then-current hourly rate up to the maximum accumulation of 90. Officers entering the DROP will have the option of selling accumulated sick days at the time they enter the DROP, or postponing the transaction until they terminate employment with the Borough. The Borough will purchase accumulated sick days only once.

Article IX Vacations

Each Officer is entitled to vacations as follows: Years is the number of full years of employment as a Police Officer with the Borough of Beaver.

Years	Vacation
0 to 1 year (Probation)	*Up to 5 days (One week)
1 to 4 years	2 weeks
5 to 9 years	3 weeks
10 to 14 years	3 weeks plus one day for each year over 10 years of service
15 years and over	4 weeks plus one day for each year over 15 and up to 20 years of service

*Pro-rated based on date of hire.

Vacation preference will be based upon the seniority of the applicant, and a vacation may be scheduled at any time from January 1 to December 31. All vacation allowance will be computed based on an Officer's date of hire. Should a holiday be observed while an employee is on vacation, he shall be entitled to an additional day off with pay at the beginning or end of his vacation, or if such should be impractical, the additional day may be taken at a later date.

Article X

Jury Duty and Family Death

An Officer selected for jury duty shall receive full pay, less the compensation received from the court. Upon the death of mother, father, spouse, child, mother-in-law, father-in-law, brother or sister, the Officer will be permitted up to four (4) days off with pay.

Article XI

Pension Benefits and Retirement

- (A) Pension benefits established by the Borough for the Police shall be based upon the last thirty-six (36) months of employment. Pensions shall be vested after twelve (12) years of continuous service. There shall be no offset of Federal Social Security benefits. Except as otherwise provided in this agreement and the Borough's Police Pension Plan Ordinance, the pension fund shall be governed by applicable state law. Employee contributions shall be five percent (5%) of total compensation.

The Borough shall as soon as practicable amend its Pension Ordinance to permit retirement at age 50 with 25 years of service. The Pension Ordinance shall also be amended to correct the Service Increment benefit amount to \$500.

- (B) Deferred Compensation Plan – The Borough will provide a bonus payment quarterly sufficient to net each officer \$200/quarter (\$800 annually).
- (C) Retiring officers will be permitted to retain their service sidearm at no cost to the retiring officer, and may maintain weapons' qualification at the Department's annual qualification. Retiring officers will be presented with a replica badge. Retiring officers may also retain their back-up duty weapon at no cost.

Article XII

Officer Bill of Rights

1. When an anonymous complaint is made against a Police Officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.
2. A Police Officer, whether a subject or witness, must be informed of the nature of the interrogation at the outset of the interrogation.

3. If the interrogated Police Officer writes a written statement, a transcript is taken, or mechanical or electronic record is made, a copy of same must be given to the interrogated Police Officer, without cost upon request.
4. 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.
5. The specific reasons for discipline or discharge should not normally be the subject of public comment by the Borough without prior notice to the Police Officer.

Article XIII

Waivers

The parties acknowledge in this agreement that each has the unlimited right and opportunity to make demands and proposals with respect to any and all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated, and the terms of this agreement were arrived at after free exercise of such rights and opportunities. Therefore, it is understood and agreed that neither party has any further obligation to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

Article XIV

Savings Clause

If any provision of this Agreement is subsequently declared by any proper legislative or judicial action to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this agreement, and both parties agree to implement these legislative or judicial changes without reopening this contract.

Article XV

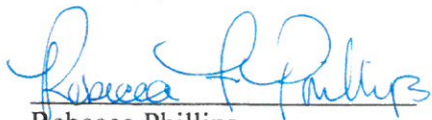
Term

This Agreement shall be in force and effect for the period commencing January 1, 2023 through December 31, 2024 and may not be reopened during such time without the mutual consent of both parties.


This Collective Bargaining Agreement replaces and supersedes the Collective Bargaining Agreement which expired December 31, 2022.

Executed with the intention of being legally bound.

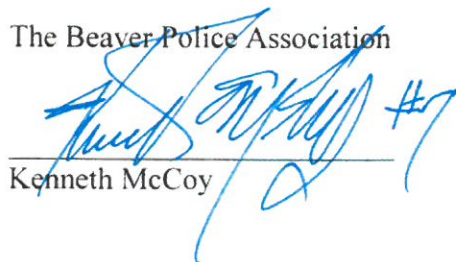
Attested by:


Rebecca Phillips
Borough Secretary

Borough of Beaver


Alex Andres
President of Council

The Beaver Police Association


Kenneth McCoy