

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**The Beaver Valley Regional Police Department Managing Commission**

**AND**

**The Beaver Valley Fraternal Order of Police**

*CONTRACT TERM*

*July 1, 2023- December 31,2027*

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## **ARTICLE 1**

### **AGREEMENT**

**Section 1.1.** The purpose of this Agreement shall be to comply with Act 111 of the Laws of the Commonwealth of Pennsylvania by providing The Beaver Valley Regional Police Department Police Officers Association, hereinafter referred to as "The Committee" or "The Department", with the opportunity to bargain collectively with The Beaver Valley Regional Police Managing Commission, herein after referred to as "The Commission" or "The Employer", regarding wages, hours and other terms and conditions of employment. This Agreement cancels and supersedes all previous agreements, understandings or contracts, both written and oral.

**Section 1.2.** Public Employees – the individual members of the Police Department are to regard themselves as public employees, and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

**Section 1.3** Members of the 2023 formed Beaver Valley Regional Police Department shall be given seniority, longevity and tenure to their original full time hire date from their respective municipality that they were originally hired at. The date of hire shall be certified with The Commission and shall upon certification be recognized throughout this agreement and future agreements as the official Date of Hire for each member.

## **ARTICLE 2**

### **SEVERABILITY**

**Section 2.1.** 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 circumstance 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 2.2.** In the event a provision of this Agreement is found to be invalid and therefore severed, the Employer and the Department 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.

## ARTICLE 3

### RECOGNITION AND SCOPE

**Section 3.1.** The Beaver Valley Regional Police Managing Commission hereby recognizes The Beaver Valley Regional Police Department Officers Association as the sole and exclusive bargaining representative of all employees included in the bargaining unit. Wherever the "bargaining unit" is used in this Agreement, it shall be deemed to include those individuals employed by the Employer in a full-time, non-probationary capacity, in the following classifications: All full-time Police Officers, including Captain, Lieutenant, Sergeant, Corporal, and Patrolman.

#### POLICE OFFICER

**Section 3.2.** All positions and classifications not specifically established herein as being included in the bargaining unit shall be considered excluded from the bargaining unit.

**Section 3.3.** Notwithstanding the provisions of this Article, all management, casual, part-time, confidential or employees otherwise represented in a separate bargaining unit, shall be excluded from the bargaining unit identified here.

#### CHAIN OF COMMAND

**Section 3.4** The chain of command within The Beaver Valley Regional Police Department shall be as follows:

Chief Of Police  
Captain (receives 10% additional per hour compensation)  
Lieutenant (received 7.5% additional per hour compensation)  
Sergeant (receives 5% additional per hour compensation)  
Corporal (receives 2% additional per hour compensation)  
Patrolman

When more than one officer holds the same rank, the Chief of Police shall determine the chain of command within that rank.

## **ARTICLE 4**

### **WAIVER IN CASE OF EMERGENCY**

**Section 4.1.** In the case of an emergency declared by the President of the United States, the Governor of the Commonwealth, the General Assembly or The Beaver Valley Regional Police Managing Commission, such as acts of God, major civil disorders or extreme events which create a threat to the health and safety of the Beaver Valley Regional Police Department residents, the Employer may temporarily suspend any provision of this Agreement which restricts the Employer's ability to effectively deal with such emergency.

**Section 4.2.** The Employer shall notify the designated representative of the Police Committee whenever a waiver is involved. Upon receipt of the waiver, the waiver shall be effective from that point forward until the conclusion of the emergency.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

**Section 5.1.** The Police Department Committee and employees recognize the right and authority of the Employer to administer the business of The Beaver Valley Regional Police Managing Commission and the Beaver Valley Regional Police Department and in addition to other functions and responsibilities 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 Regional Police Department, including the right to select, hire, promote, transfer, assign, evaluate, lay off, determine duties or to reprimand, suspend, discharge or otherwise discipline for cause;
2. To manage and determine the locations, 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 Employers organizational structure, including the right to relieve

employees from duty due to lack of work, lack of funds, consolidations or job abolishment;

5. To determine the necessity to schedule overtime and the amount required thereof;
6. 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;
7. To maintain and improve the efficiency and effectiveness of the Employer's operations;
8. To determine and implement necessary actions in emergency situations;
9. To maintain the security of personnel and financial records and other important data or information;
10. To extend, limit or curtail police operations, when in its discretion it is advisable to do so.

**Section 5.2.** The Police Department recognizes and accepts 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.

## **ARTICLE 6**

### **COMMITTEE OFFICERS**

**Section 6.1.** The Police Department Committee shall provide the Employer with an official roster of the Committee Officials who are authorized to speak or receive correspondence on behalf of the Organization.

**Section 6.2.** No employee shall be recognized by the Employer as a representative of The Committee unless or until his/her name and position has been certified to the Employer as specified in Section 1 above.

## 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.

**Section 7.2.** Continuous service shall be considered interrupted and any employee shall lose all previously accumulated seniority if he/she is separated from employment for more than thirty (30) days for any reason other than military leave, vacation, sick leave, disciplinary, suspension, absences due to disability as result of personal illness or injury, layoff or any other approved leave of absence.

**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.

**Section 7.4** Members of the 2023 formed Beaver Valley Regional Police Department (Conway and Baden full-time officers) shall be given seniority by their original full time hire date at their respective municipality that they were originally hired at prior to the regionalization.

## ARTICLE 8

### PROBATIONARY PERIOD

**Section 8.1.** All newly hired employees shall serve a probationary period of one (1) year. Upon successful completion of the new-hired probationary period, the employee shall have his length of service counted from his most recent date of hire provided there is not break in service during the probationary period. For the purpose of this Article, a break in service shall be any separation from employment other than an authorized leave of absence.

**Section 8.2.** 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 8.3.** 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 six (6) months.

**Section 8.4.** Any employee whose performance is viewed as unsatisfactory or unacceptable during their probationary period or any extension thereof shall be removed from service by The Beaver Valley Regional Police Managing Commission and shall have no appeal rights under the terms of the Agreement.

**Section 8.5.** 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 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.

**Section 8.6.** An 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. Such appeal, however, shall not be subject to arbitration.

## **ARTICLE 9**

### **REDUCTION IN WORK FORCE**

**Section 9.1.** If the Employer determines that a reduction in the work force is necessary the Employer shall notify the affected employees and the committee sixty (60) calendar days in advance of the effective date of the reduction (layoff).

**Section 9.2.** The Employer shall determine the classification(s), which will be affected by any reduction (layoff).

**Section 9.3.** Any reduction in force affecting the bargaining unit shall be instituted in the inverse order of seniority as defined by this Agreement.

**Section 9.4.** 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 license (if required) for the position into which the laid-off employee wishes to displace, as determined by the Employer.

**Section 9.5.** Any employee, who displaces in accordance with this Article, shall then receive the rate of pay assigned to the classification displaced into.

**Section 9.6.** 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.

Recall shall be in the inverse order of their layoff, 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 9.7.** 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 the Article, by mailing and showing proof of such mailing of Recall Notice to the last address provided by the employee.

**Section 9.8.** The recalled employees shall have seven (7) calendar days following the date of receipt to attempted deliver 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 fourteen (14) calendar days for the employee to report to duty.

## **ARTICLE 10**

### **HOURS OF WORK AND OVERTIME**

**Section 10.1.** This Article is intended to define the normal hours of work per day and during the work period. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work available.

**Section 10.2** Shift minimum staffing shall be set at two (2) DUTY officers on each shift of 12 hours (24/7). The Chief of Police will not count towards the two (2) DUTY officer minimum. If a new municipality joins or contracts police services from the Beaver Valley Regional Police Department, the minimum staffing shall be reevaluated.

**Section 10.3.** 12-hour shift provision the workweek shall begin at 12:01 AM on Sunday and end the following Saturday at 12:00 Midnight. The regular hours of work for full-time employees shall consist of a rotating daylight/midnight schedule with Four (4) twelve (12) hour shifts for one week and three (3) twelve (12) hour shifts for the remaining week resulting in the employee working 84 hours per pay period. The employee shall be entitled to pay for 84 hours of regular pay within that pay period. Officers assigned to the twelve-hour (12) shift rotation shall be assigned by seniority.

**Section 10.4. 8 Hour Shift Provision:** The work week shall begin at 12:01am on Sunday and end the following Saturday at 12:00 midnight. Officers not assigned to the twelve (12) hour shift rotations shall be considered “floaters” and will be typically scheduled five (5) consecutive eight (8) hour shifts. All “floater’s” schedules can be adjusted and modified at any time to fulfill the departments scheduling needs. A “floater’s” schedule can be adjusted as needed for scheduling requirements and can be changed and/or placed on twelve (12) hour shifts as needed to fulfill department operations. “Floaters” will receive regular pay for hours worked up to eighty-four (84) within a pay period. An employee on this schedule provision that works an additional day (6<sup>th</sup>), shall receive Overtime Rate of Pay for all hours worked on that 6<sup>th</sup> day.

**Section 10.5.** All work schedules shall be determined and posted by the Employer for all bargaining unit classifications and employees; it cannot be adjusted except by the Chief of Police or his designee. Said schedule shall be posted no later than one month in advance. Where open shifts or needs arise, The Chief of Police or designee shall refer to the overtime distribution procedure set forth in Article 11 of this agreement. The Employer shall meet and discuss with the bargaining unit prior to the implementation of a new schedule or discontinuation of current a schedule. The bargaining unit must agree to any schedule changes. The rotating schedule may only be changed by the agreement of both negotiating parties.

**Section 10.6 Compensatory Time:** Bargaining unit members may request time off in lieu of overtime hours worked over eighty (84) hours in a pay period. Hours granted off to be equal to number of hours earned at base rate, for example, one hour overtime worked equals one- and one-half hours of time off. Officers shall be limited to accruing up to a maximum of thirty-six (36) hours of time off in lieu of overtime pay.

**Section 10.7** All comp time shall be submitted and approved by the Chief of Police or his designee in writing within 2 days’ notice. Comp time cannot create overtime within the department. Comp time bank shall be refillable upon depletion.

## ARTICLE 11

### OVERTIME DISTRIBUTION

**Section 11.1.** Approved authorized overtime shall be offered to full-time bargaining unit members in accordance with the following procedure:

- A. When an overtime opportunity arises, the Employer will offer the overtime shifts to full-time officers based off of seniority.

**Section 11.2.** The established overtime distribution procedure shall not apply if it would require an officer to work in excess of eighteen (18) consecutive hours.

**Section 11.3.** The overtime distribution procedure shall only apply to call off days (sick, personal or bereavement leave days of up to two (2) days. The overtime distribution procedure may also apply to fill other schedule vacancies (i.e., vacations) or meet additional manpower needs when those needs are not otherwise filled by the employer.

**Section 11.4** In the event that there is an open 12-hour shift, that no officer voluntarily agrees to work, the least senior officer that is currently on duty must stay over six (6) hours, and the least senior officer from the oncoming shift, must report to work six (6) hours early. This would cover the open 12-hour shift. If the on-duty officers are the same as the oncoming officers, the ranking or senior officer shall decide which officer will stay over six (6) hours and which officer will report to work six (6) hours early. An open 12-hour shift may be voluntarily split between two (2) officers from the Overtime call-out list. In the event an officer from the call-list is able to only work a part of the 12-hour shift, but an officer lower on the seniority list is able to work the entire shift, that officer shall be awarded the 12-hour shift.

## ARTICLE 12

### CALL OUT

**Section 12.1.** Bargaining unit employees called out to duty at a time 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 compensation for not less than two (2) hours. The rate of compensation for such call to duty shall be calculated subject to the provisions of the Overtime Article contained in this Agreement.

## **ARTICLE 13**

### **SETTLEMENT OF DISPUTES**

**Section 13.1.** It is the mutual desire of the Employer and the Committee 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 resolve at the initial stage of the grievance procedure.

**Section 13.2.** 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 to be used to effect changes in the Articles of the Agreement nor those matters not covered by this Agreement.

**Section 13.3.** Where the alleged grievance is of the nature that it qualifies for appeal through any administrative and/or judicial procedure established by law, in addition to such grievance procedures established herein, the employee shall be limited to the appeal procedures established by law, but may request informal discussion of the issue with the Employer, in an attempt to resolve the matter prior to appealing it to any outside agency.

**Section 13.4.** 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 Committee may withdraw a grievance at any point up to the arbitration step by submitting in writing a statement to the effect or by permitting the time requirement at any step to lapse without further appeal. Once a grievance has been submitted to arbitration, only the Committee may authorize its withdrawal.

**Section 13.5.** 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 may be advanced by the employee to the next step in the grievance procedure.

## **GRIEVANCE PROCEDURE**

### **Section 13.6.**

**STEP 1:** If any employee believes he has a justifiable grievance regarding the terms and conditions of this Agreement and the resolution of said grievance in favor of the employee would not require the payment of money to the employee, said employee shall reduce the grievance to writing, present and discuss the grievance with the Beaver Valley Regional Managing Commission or to a member(s) handling their delegation of such grievances. The grievance must be presented by the employee within five (5) working days of the occurrence of the incident, which gave rise to the grievance. The Beaver Valley Regional Police Managing Commission or their delegation of the grievance board shall have ten (10) calendar days following receipt of the grievance to respond in writing to the employee.

If any employee believes he has a justifiable grievance regarding the terms and conditions of this Agreement and the resolution of said grievance in favor of the employee would require the payment of money to the employee, said employee shall reduce the grievance to writing, present and discuss the grievance with The Beaver Valley Regional Police Managing Commission. The grievance must be presented by the employee within five (5) working days of the occurrence of the incident, which gave rise to the grievance. The Beaver Valley Regional Police Managing Commission shall have ten (10) calendar days following receipt of the grievance to respond in writing to the employee.

**STEP 2:** If the employee is aggrieved with The Beaver Valley Regional Police Managing Commission response in Step 1, he may submit a written appeal to The Beaver Valley Regional Police Managing Commission, within five (5) work days after receiving a decision at Step 1. The Commission, within fifteen (15) workdays following receipt of the employee's appeal shall respond in writing to the employee. If a hearing is held, such hearing must be scheduled and a written decision provided to the employee within the fifteen (15) workday period as described.

**STEP 3:** If the employee is aggrieved with the Employer's decision in Step 2, the employee may submit the grievance to arbitration with five (5) workdays after receiving a decision at Step 2. A request for arbitration by the employee or the Committee shall be by written notice to The Commission or designee. 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 an arbitrator shall be sent to the American Arbitration Association to submit a panel list of

nine 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 or request another panel.

**Section 13.7.** The arbitrator shall have power or authority to add to, subtract from or modify the provision 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 or arbitrators requiring legislation will only be effective if such legislation is enacted. The cost of arbitrators shall be mutually shared by the parties. Each party shall bear the cost of preparing and presenting its own case.

**Section 13.8.** Any grievance, which may arise, as a result of the suspension and/or discharge of an employee may be entitled to start at Step 2 of the grievance procedure. Grievances regarding wages must be submitted directly to The Commission at Step 2.

**Section 13.9.** 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 Committee.

## ARTICLE 14

### COURT APPEARANCES

**Section 14.1.** No officer may switch shifts or days off in order to be off when scheduled for a court or magistrate appearance unless approved by The Chief or his designee.

- A. All court appearance notices from any court of record requesting the appearance of an officer must be submitted to the Employer immediately upon receipt by the employee. Authorization shall not be issued without timely receipt of the official court appearance notice.

**Section 14.2.** Officers shall be compensated for all hours spent traveling to and from the court, waiting at the court to testify and for all time spent participating in court proceedings.

- A. If the court appearance occurs during an officer's scheduled time off, the Officer shall be paid with a minimum of 2 hours at 1-1/2 times the hourly rate for magistrate hearings and a minimum of 4 hours 1-1/2 times the hourly rate for hearings at the courthouse at the appropriate hourly rate in accordance with this Agreement.

- B. Court appearances occurring during an officer's scheduled working hours or contiguous thereto, shall not be subject to the minimum hours as established above. Compensation shall be at the appropriate hourly rate as established by this Agreement. Officers are to return to the department at the end of the court appearance.
- C. Any officer required to attend court proceedings and incurring parking fee or toll road expenses shall be reimbursed for such expense provided the Officer submits a validated receipt of such expense.
- D. All expense reimbursement requests together with all validated receipts must be submitted to The Chief of Police or their designee within the calendar month in which the expense was incurred.

## **ARTICLE 15**

### **MANDATORY TRAINING AND EDUCATION**

**Section 15.1.** Bargaining unit employees shall be compensated for all hours of training, which they are required by the Employer to attend.

**Section 15.2.** The Employer shall pay all registration, tuition, lodging and related fees for any educational program, which the Employer specifically requires an employee to attend.

**Section 15.3.** 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 15.4.** Authorization to incur expenses reimbursable by The Commission must be obtained from the Employer in advance and receipts must be submitted for all expenses claimed by the employee, with the employee's written request for reimbursement. Requests for reimbursement must be made within the calendar month incurred.

## **ARTICLE 16**

### **ELECTIVE TRAINING**

**Section 16.1.** Each bargaining unit member may be permitted to attend elective outside training, as approved by the Chief of Police. In addition to many mandatory trainings subject to the following:

- A. A written request must be submitted by the employee at least sixty (60) days in advance of the date training is scheduled. Such request must be accompanied by all registration forms and training program description information available.
- B. Compensation for such elective training shall be limited to paid time off at up to eight (8) hours per day of training at the Officer's regular hourly rate. However, if such training is scheduled on the Officer's off-duty, non-scheduled hours, no compensation shall be provided.
- C. 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.
- D. The Employer at its discretion must approve all elective-training programs.
- E. Schedule of time off to attend any elective training program is subject to the operational demands and scheduling needs of the Beaver Valley Regional Police Department.

## **ARTICLE 17**

### **PAID LEAVE**

**Section 17.1.** All requests for paid leave including vacation, sick and bereavement leave shall be submitted to the Chief of Police or their designee for approval by the Employer. All requests for paid leave are subject to the application, restrictions and requirements as defined in this Article.

## **PERSONAL LEAVE**

**Section 17.2.** Each full-time bargaining unit member after one (1) year of service shall be eligible for 40 hours personal leave each calendar year.

**Section 17.3.** Personal leave days shall be paid time off of hours taken at the employee's normal hourly rate as established by this Agreement.

**Section 17.4.** Personal leave days may be taken at the option of the employee as established by this Agreement.

1. Personal leave shall be scheduled and granted for periods of time requested by the employee subject to the consideration of the Chief's responsibility to maintain an efficient operation.
2. If circumstances as determined by the Chief make it necessary to limit the number of employees on personal leave at the same time, the most senior employee shall be given a choice of personal leave time in the event there is any conflict in selection.
3. Request for personal leave must be submitted at least five (5) days in advance to the employee's immediate supervisor. Such request must be submitted in writing and approved by your direct supervisor. The employer at its sole discretion may accept shorter advance notice of personal leave request as it determines reasonable and appropriate. Requests for emergency personal or vacation leave may be granted by the Employer with the understanding that an employee may be required to substantiate the emergency nature of their request.
4. Personal leave must be scheduled during the calendar year in which it is granted and shall not be carried over from one calendar year to the next. Personal leave days not used prior to the end of the calendar year shall be forfeited.

## **SICK LEAVE**

**Section 17.5.** The employee will be credited with a total of 112 sick hours on the first of January of each year of the contract. Sick days can be accumulated from year to year with a maximum limit of 800 hours.

**Section 17.6.** Employees may use sick leave upon approval of the Chief or his designee for personal illness or injury not otherwise compensable by the Beaver Valley Regional Police Department.

**Section 17.7.** Any employee shall be paid his regular base hourly rate as determined by this Agreement, for each hour of authorized sick leave used.

**Section 17.8.** Any employee unable to report for work due to personal illness or injury shall report his absence to this immediate supervisor, as designated by the Employer at least two hours prior to the time the employee is scheduled to begin his work shift. The employee shall indicate the nature of his illness or injury, the anticipated length of his absence, whether he intends to seek examination by a physician and where he can be contacted for the duration of his absence. 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 17.9.** The employee shall be required to submit a signed request for sick leave payment on the official department form immediately upon his return to work or prior to the submission of each departmental payroll in cases of longer-term absences. Such request shall specify the nature of the illness or injury and other pertinent information, which will permit the Employer to make a determination of whether sick leave is justified. If the employee was examined by a physician during his absence or if the absence was for a period of three (3) or more workdays, the employee shall submit a physician's statement with his request for sick leave. 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.

**Section 17.10.** The employer reserves the right to have any employee examined by a physician from a three (3) physician panel, at the Employer's expense, of its choice in order to confirm the employee's physical and mental ability to perform his regular job functions without posing a direct threat to the health or safety of the employee or others. Any employee found to be incapable of performing his regular job functions may be removed from employment with the department, in accordance with applicable law and the other provisions of this Agreement, and if appropriate, placed on sick leave, disability leave or disability retirement.

**Section 17.11.** 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 leave payment and subject to appropriate disciplinary action.

**Section 17.12.** Employees on Active Payroll Status shall be eligible for a sick time buy back. Sick time buy back shall be paid at 75% of their current regular hourly value. Employees can sell back up to 112 hours per year for any hours accumulated over 480 hours. Any hours over the 800-maximum limit, will automatically be bought back at 75% of their current regular hourly value.

## **PAID HOLIDAYS**

**Section 17.13.** All full-time bargaining unit employees shall be entitled to the following paid holidays each calendar year:

NEW YEARS DAY  
MARTIN LUTHER KING DAY  
GOOD FRIDAY  
EASTER SUNDAY  
MEMORIAL DAY  
INDEPENDENCE DAY  
LABOR DAY  
VETERANS DAY  
THANKSGIVING DAY  
CHRISTMAS EVE  
CHRISTMAS DAY  
NEW YEARS EVE

**Section 17.14** The specified holidays shall be observed, for purpose of determining holiday pay eligibility, 07:00AM UNTIL 0700AM the following day for the purposes of scheduling.

**Section 17.15.** To be eligible to receive holiday pay the employee shall have worked their scheduled day immediately prior to and after the specified holiday.

**Section 17.16.** Full-time officers scheduled to work a holiday shall be compensated at the rate of double time and one half (2.5x regular rate) for hours worked. Full-time officers not scheduled to work a holiday will be paid 8 hours (regular rate) for the holiday. Compensation will be paid within the payroll period of the holiday.

**Section 17.17.** Whenever a holiday occurs while an employee is on an authorized scheduled vacation, the employee shall receive payment for the holiday in accordance with this Article and such day shall not be deducted from the employee's accumulated vacation leave.

**Section 17.18.** To be eligible to receive the full annual holiday payment, an employee must be on active payroll status for at least six (6) calendar months in the calendar year. An employee not on active payroll status for at least six (6) months shall only be entitled to payment for those holidays occurring during the months of the employee's active payroll status. Sick leave counts as time worked. Active payroll status shall include sick leave for purposes of this section only.

## **VACATION**

**Section 17.19** All full-time bargaining unit employees shall be entitled to vacation with pay after completing one (1) year of continuous active payroll service with the Employer. Vacation with pay shall be granted according to the following schedule:

Less than 1 year of service	0 hours
After 1 year of service but less than 6 years	80 hours
After 6 years of service but less than 10 years	120 hours
After 10 years of service but less than 15 years	160 hours
After 15 years of service but less than 25 years	200 hours
After 25 years of Service	240 hours

- A. Earned vacation may be taken in hour increments.
- B. To be eligible for paid vacation the employee must work his scheduled day immediately preceding and following the scheduled vacation time. However, if an officer requests sick leave on the scheduled day following vacation, such request may be granted provided the officer provides the proper physicians statement as described in Article 17 Section 17.9.
- C. All requests for vacation of five (5) days or more must be submitted to the Chief of Police or his designee.
- D. Available vacation time can be taken in consecutive days. Vacation time of five (5) days or less must be submitted to the Chief of Police or his designee at least one (1) month prior to the day vacation is to begin.
- E. No more than two (2) officers shall be on vacation at the same time. All requests for vacation are subject to the Employer's operational demands and the responsibility to maintain the efficiency and effectiveness of police operations.
- F. Vacation requests submitted prior to April 1, shall be approved by seniority, requests for vacation made after April 1, shall be considered in the order in which submitted. Any scheduled conflicts between employee requests made at the same time, for the same time off, shall be decided on the basis of seniority.
- G. In lieu of vacation, employees may request cash payment for available vacation time. Such payment shall be at the appropriate hourly rate. Employees are eligible to request cash payment for up to ten (10) days, (80 hours) of available vacation after May 1.

- H. No cash payments will be made for vacation prior to May 1.
- I. Vacation time shall accrue on an officer's anniversary day not on a calendar basis.
- J. Each member of the newly formed (2023) Beaver Valley Regional Police Department (Baden and Conway officers) will transfer with them the date of hire from their original municipality prior to the regionalization to be counted toward years of service for the calculation of accrued vacation time.

### **BEREAVEMENT**

**Section 17.20** In the event of a death in the employee's immediate family, and upon request of the bereaved employee, a leave of up to three (3) working days shall be granted. These days shall be the day of the funeral and two (2) days immediately prior to or following the funeral.

**Section 17.21.** If any of these three (3) days are not the employee's regularly scheduled working days, no additional day shall be granted in lieu thereof. If an employee is on vacation, three (3) days of bereavement leave will not be charged against the employee's vacation time.

**Section 17.22.** For purposes of this section, the employee's immediate family shall be defined as the employee's husband, wife, son, daughter, stepchildren, mother, father, brother, sister, niece, nephew, mother-in-law, father-in-law, brother or sister-in-law, grandparents, domestic partner, or any relative living in the police officer's home.

### **ARTICLE 18**

#### **LEAVE OF ABSENCE**

**Section 18.1.** An employee can request and may be given a six (6) month leave of absence per his/her request and approval of the commission.

**Section 18.2.** Said leave will be without pay or benefits, and no benefits shall accrue to the employee while on a leave of absence. The officer may not work another job or place of employment while on leave from the Beaver Valley Regional Police Department unless specifically approved by The Commission.

**Section 18.3.** Employee will still retain his years of service upon return with no break of service.

## ARTICLE 19

### UNIFORM ALLOWANCE

**Section 19.1.** Each Police officer shall present himself for duty in proper uniform in accordance with the dress code established for The Beaver Valley Regional Police Department.

**Section 19.2.** The Employer shall provide each new full-time police officer with an initial issue of uniform items as is required to be worn by the dress code. To include two uniform pants, two short sleeve uniform shorts, two long sleeve shirts, ballistic vest, duty belt, firearm, and a holster.

**Section 19.3.** The Employer shall provide the necessary repair or replacement of uniform items which have been damaged or destroyed during the course of employment. The Commission reserves the right to request old uniforms to be returned if purchases become excessive. The Police Chief will keep a record of purchases and inventory for each officer.

**Section 19.4.** The maximum allowance for calendar year 2023 shall be \$700.00 for each full-time Police Officer for the purpose of repair or replacement of uniform items for Full-time Officers. The maximum allowance shall increase by \$25 per officer per year for the duration of this agreement.

**Section 19.5.** The Beaver Valley Regional Police Managing Commission or the Chief of Police shall determine where uniform items are to be purchased. All uniforms must be in accordance with the Police Officer uniform dress code and all uniform items must be approved by the Employer. Catalog purchases shall be permitted if it meets with uniform specifications and approved the Employer.

**Section 19.6.** Uniform items eligible for purchase under this Article include: uniform shirts, uniform pants, uniform jackets, court apparel, footwear, pistols, coats, chemical mace, flashlight, night stick, duty gear, and ammunition. Any additional items determined by the Employer shall also be eligible.

**Section 19.7** Any Police Officer terminating their employment with The Beaver Valley Regional Police Department shall return all issued uniform and department equipment items in their possession to the Employer prior to receiving their final paycheck. This shall include all issued pistols, gear, pins, patches, badges, keys, and identification cards.

**Section 19.8** Non-uniform wearing apparel and routine cleaning and maintenance of uniforms shall be each officer's individual responsibility.

## ARTICLE 20

### PENSION

**Section 20.1.** The Beaver Valley Regional Police Managing Commission shall maintain the pension plan, as in effect at the execution of this Agreement, for the duration of this Agreement, except as set forth herein or for any changes required by law. The Current Pension instructions for the following pension benefits shall be pursuant to Act 600, 53 P.S. 761, et seq.:

- (1) Employees or members shall be eligible for retirement upon attaining 50 years of age and completion of 25 years of service as set forth in the pension plan.
- (2) Employee or member shall be deemed vested in their pension after twelve (12) consecutive years of full-time service.
- (3) Each member or employee upon reaching retirement eligibility shall be eligible for a Monthly stipend program. The member shall receive \$100 monthly for each year of service past the retirement eligibility date. The term shall not exceed 5 years.
- (4) Each member of the newly formed Beaver Valley Regional Police Department will transfer with them the date of hire from their original municipality prior to the regionalization to be counted toward years of service.

**Section 20.2.** In 1998 the social security offset was and shall remain eliminated contingent on a study done by the plan actuary under the pension plan which would confirm that the social security offset can be eliminated without adversely impairing the actuarial integrity of the fund and without requiring a contribution by either the police or The Commission during the term of this Award. The cost of the study is to be paid for by the pension plan.

**Section 20.3.** Post-retirement health benefits will be provided to eligible police officers who reach the retirement eligibility. An individual Health Plan will be provided to eligible police retirees for Five (5) Years following that officer's eligible retirement. Officers who obtained 30 years of full-time service at the time of retirement, shall receive Ten (10) years of health benefits following their retirement. The health benefits shall be equal or comparable to the health benefits provided to current police officers.

**Section 20.4.** The Beaver Valley Regional Police Managing Commission shall adopt a Deferred Retirement Option Plan. The DROP plan shall remain

in effect and will be eligible to those members who have reached 50 years of age and 25 years of service. Eligible members can work for up to 5 years on the DROP program, but then must retire by the end of that period. Payments credited to the officers DROP account will be credited at the actual rate earned by the pension plan.

**Section 20.5.** Employees shall not be required to contribute to the pension plan.

## **ARTICLE 21**

### **LIFE INSURANCE**

**Section 21.1.** Employer agrees to provide each full-time bargaining unit employee with two hundred and fifty thousand dollars (\$250,000) of term life insurance.

**Section 21.2** The Employer agrees to provide retired employees who reach full retirement, with a term life insurance policy of \$7,500, which sum shall be payable to the retiree's designated beneficiary upon the retiree's death. The Beaver Valley Regional Police Managing Commission shall have the sole discretion to self-insure for this benefit.

**Section 21.3.** The Beaver Valley Regional Police Managing Commission shall have sole discretion in the selection of the insurance carrier through which the benefits of this Article are provided. The Commission may elect at any time to change insurance carriers and/or policies so long as the benefits established herein are upheld and the police officers receive appropriate policy information regarding such change.

## **ARTICLE 22**

### **LONGEVITY PAY**

**Section 22.1.** All bargaining unit members shall be entitled to a longevity payment, effective on the fifth (5<sup>th</sup>) anniversary date of hire as a full-time officer.

**Section 22.2.** Longevity pay shall be a lump sum payment to each eligible officer payable the first payday in December of each year.

**Section 22.3.** Longevity pay shall be paid \$8.00 per month for the length of the contract. Longevity pay shall be a lump sum payment to each eligible officer payable the first payday in December of each year.

**Section 22.4.** CAP on longevity shall be \$3,000 annually

## **ARTICLE 23**

### **WAGES and RANK CLASSIFICATION**

**Section 23.1.** Full-time police officers shall be entitled to the following hourly rates:

Hourly Rate	2023	2024	2025	2026	2027
<b>Captain</b>	\$39.69	\$41.08	\$42.52	\$44.01	\$45.55
<b>Lieutenant</b>	\$38.80	\$40.15	\$41.56	\$43.01	\$44.52
<b>Sergeant</b>	\$37.89	\$39.21	\$40.59	\$42.01	\$43.48
<b>Corporal</b>	\$36.81	\$38.09	\$39.43	\$40.81	\$42.23
<b>Patrolman</b>	\$36.09	\$37.35	\$38.66	\$40.01	\$41.41

To be eligible for promotion, officers must meet the minimum required years of service with the Beaver Valley Regional Police Department (Baden and Conway officer's time with their original departments shall count towards years of service for the purposes of this section), which is as follows:

Corporal – Three (3) years of service  
Sergeant – Four (4) years of service  
Lieutenant – Five (5) years of service  
Captain – Seven (7) years of service

**Section 23.2.** The officer in charge (OIC) will follow the chain of command when the Chief is unable to perform his duty because of vacation, time out of the area, extended illness/injury or circumstances that the Chief deems necessary to name an OIC. The Chief must declare when an OIC will be needed. The OIC will receive the Chief's rate of pay while OIC. The OIC will not be appointed routinely if the Chief is not in his office, only when the Chief declares a need for an OIC. The duties of the OIC will be defined by the Chief.

**Section 23.3** A new hire Full-time Officer shall be paid an hourly wage equal to 75% of the current Full-time Officer hourly wage in the first year of service, with raises of 5% in years two, three, four and five. This scale shall also be used to calculate officer's wages (from Baden and Conway) who have not yet reached year 5 (five) included in the current roster of active officers who

transfer from their respected original municipalities. The Commission may start a newly hired Full-Time officer at a higher pay rate based on their prior experience and years of service if the Commission chooses to do so.

**Section 23.4** 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 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.

**Section 23.5** An 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. Such appeal, however, shall not be subject to arbitration and the judgement shall be binding.

**Section 23.6** The Chief of Police shall be appointed by the Beaver Valley Regional Police Managing Commission. Eligible members of the police department shall be given preference and first consideration for the position. To be eligible, the member shall hold the rank of Sergeant or higher and have done so for at least one year. In the event that the Commission chooses to appoint a Chief of Police from outside of the police department, the Commission shall consult with and consider the recommendation of the Committee about the prospective appointee.

**Section 23.7** Periodically outside entities will contract with The Beaver Valley Regional Police Managing Commission for the provision of limited duration police services (e.g., Penn Dot road repairs, school events, traffic details). These events/details shall be offered to full-time officers based off of seniority. Any officer assigned to such a detail shall be paid the overtime rate for the next highest rank for any time spent assigned to and actually performing work as part of that detail. The Commission shall have the sole discretion to determine when a detail assignment is eligible for the provisions of the within Section. (Example: if a patrolman works an 8-hour road work detail, that patrolman will receive the overtime pay rate at the Corporal rate.)

## **ARTICLE 24**

### **HEALTH CARE**

**Section 24.1.** Each member of the Police Department shall receive the following hospitalization, medical and major medical coverage. The employee contribution towards their health, vision, and dental coverages shall be 1% of their gross wages earned.

MEIT – Highmark or UPMC 10/10 Plan	Family Coverage
MEIT – Dental Plan Option 2	Family Coverage
MEIT – Vision	Family Coverage

Employees who choose not to enroll in the healthcare coverage shall, upon proof sufficient to The Commission of alternate insurance coverage, be eligible for a stipend. The amount of the stipend shall be \$75 per pay period for an annual total of \$1,950.

**Section 24.2.** With the written approval of the bargaining unit, during the term of this Award, the Employer may change the current hospitalization, medical and major medical coverage to where the benefits are equal to or better than those benefits which are currently in effect., with full cost to be paid by the Employer. If such change is made, the Employer shall continue to provide Dental and Vision coverage as set forth above, or a plan with equivalent coverage (except as provided in Section 24.1, herein).

**Section 24.3.** All full-time Police Officers shall receive Short-Term Disability. MEIT Short-Term Disability Plan – 26 weeks –70% of Salary. All full-time police officers shall receive long term disability of 24 months -%60 of the officer's income. Each plan will run consecutive to each other so that the officer/member is covered during any transition period. While an employee is on either Short-Term Disability or Long-Term Disability, he may also use Sick Hours to supplement his pay.

**Section 24.4.** Each member of the Department shall be offered a Fitness/Wellness Program that shall be established by the employer.

## **ARTICLE 25**

### **SHIFT RELIEF PROCEDURE**

**Section 25.1.** Police officers shall be permitted to reside in any location, which is no more than sixty (60) minutes driving time from The Beaver Valley Regional Police Department Building under normal driving conditions.

## **ARTICLE 26**

### **DURATION**

**Section 26.1.** Pursuant to the requirements of Act 111, this Agreement shall be binding upon the parties hereto, their successors and assigns, from July 1, 2023 to and including December 31, 2027.

**Section 26.2.** In accordance with applicable provision of Act 111, either party may, notify the other by certified mail of its desire to modify or terminate this Agreement.

## **ARTICLE 27**

### **MILITARY LEAVE**

**Section 27.1.** Military Leave will be handled as prescribed by law.

## **ARTICLE 28**

### **MISCELLANEOUS**

**Section 28.1.** A Police Officer whether a subject or witness must be informed of the nature of the interrogation at the outset of the interrogation.

**Section 28.2.** If the interrogated officer writes a written statement, a transcript is taken or mechanical record is made, a copy of the same must be given to the interrogated police officer upon request without cost.

**Section 28.3.** At the request of any officer under interrogation the officer shall have the right to be represented by a Bargaining Unit representative and/or whoever is available from the FOP, who shall be present at all times during the interrogation.

**Section 28.4.** When an anonymous complaint is filed against an officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.

**Section 28.5.** All terms and conditions of employment encompassed by the prior Agreement or in effect during its term and that are not altered by this Award shall remain in full force and effect. Unless otherwise stated, all of the foregoing takes effect on July 1, 2023. All other requests, proposals and demands not previously agreed upon or specifically addressed herein shall be considered DENIED and REJECTED.

## **ARTICLE 29**

### **UNION SECURITY AGENCY SHOP**

The bargaining unit representative for the police shall indemnify and save The Commission harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken or not taken by The Commission for the purpose of complying with any of the provisions of this agency shop clause.

## **ARTICLE 30**

### **DEFINITION OF SALARY**

The definition of “salary” as stated in Act 30 of 2002 (SB16) will be defined as “The gross income of the member police officer as stated on the police officers Federal W-2 earnings.”

To determine the implementation of the term salary for purposes of calculations of disability and killed in service benefits – it will be calculated from the date of the disability benefits and the killed in service death benefit to the prior twelve months – as reported on the police officers Federal W-2 Statement.

## **CONTRACT EXECUTION**

IN WITNESS THEREOF, the parties here unto set their hands and seal this

\_\_\_\_\_ Day of \_\_\_\_\_, 2023.

Beaver Valley Regional Police  
Department Managing Commission

Beaver Valley Regional Police  
Department Police Officers  
Association

**Scott Levenson – Chairman**

**Michael Stuban – Vice-Chairman**

**Debbie Giska-Rose – Secretary**

**Nadine Padezanin - Treasurer**

**Eric Climo**

**John Shelkons**

**Judi Montell**