

CONTRACT BETWEEN
BOROUGH OF ECONOMY
and
BOROUGH OF ECONOMY
POLICE DEPARTMENT



January 1, 2022
to
December 31, 2025

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ARTICLE I
PARTIES TO THE AGREEMENT

This Agreement is entered into by and between the Borough of Economy, Beaver County, Pennsylvania, hereinafter referred to as "Borough" and the Borough of Economy Police Department hereinafter referred to as "Police" through its representatives.

ARTICLE II
RECOGNITION AND SCOPE

2.1 The Borough recognizes the duly appointed Committee of the Borough of Economy Police Officers Association as the exclusive representative of the Police Officers covered by this Agreement for the purpose of collective bargaining and handling all matters within the scope of this Agreement for the term this Agreement is in force.

2.2 The Borough and the Committee shall each be limited to not more than two (2) persons representing their interests in collective bargaining sessions together with a professional negotiator on behalf of each.

2.3 This Agreement shall cover and apply to all full-time and regular part-time police officers, excluding the Chief of Police and any other managerial employees of the Economy Borough Police Department.

2.4 Part-time officers shall be entitled to those benefits, terms, and conditions provided for under this Agreement only to the extent the Agreement specified that they are applicable to part-time officers.

ARTICLE III
DISCIPLINE

3.1 Full-time police officers will only be subject to discharge or discipline for grounds set forth in the Acts of the General Assembly and or any Ordinance, Resolution, or Standard Operating Procedures of the Borough of Economy Police Department.

3.2 Full-time police officers, at their option, shall have any discipline or discharge matters brought against them processed either in the Grievance and Arbitration procedure or the Civil Service System. The election to pursue one option eliminates the other option.

ARTICLE IV

RATES OF PAY

4.1 Base hourly wage rates set forth herein shall be the basis for computing compensation, which shall be paid bi-weekly.

4.2. a. The base hourly rates shall be:

| | <u>01-01-2022</u> | <u>01-01-2023</u> | <u>01-01-2024</u> | <u>01-01-2025</u> |
|----------------|-------------------|-------------------|-------------------|-------------------|
| Captain | \$41.46 | \$42.57 | \$43.71 | \$44.88 |
| Lieutenant | \$41.21 | \$42.32 | \$43.46 | \$44.63 |
| Sergeant | \$40.96 | \$42.07 | \$43.21 | \$44.38 |
| Corporal | \$40.71 | \$41.82 | \$42.96 | \$44.13 |
| Sr. Patrolman* | \$40.46 | \$41.57 | \$42.71 | \$43.88 |
| Detective | \$40.46 | \$41.57 | \$42.71 | \$43.88 |

NOTE: *The Senior Patrolman rate is used as the starting point to calculate all other rates. A Senior Patrolman has six (6) years of service in the department. The hourly rate for those with rank was determined by adding the following amounts to the hourly rate of Senior Patrolman:

| | |
|------------|--------|
| Captain | \$1.00 |
| Lieutenant | \$0.75 |
| Sergeant | \$0.50 |
| Corporal | \$0.25 |

b. All newly hired police officers shall be probationary Patrolmen for twelve (12) months from their date of hire. For officers hired on or after January 1, 2013, the hourly rates for full-time probationary policemen and all others with less than five (5) years of service shall be based on a percentage of the Senior Patrolman rate as follows:

| | |
|---|----------------------------|
| Probationary Patrolman (months 1-12)..... | sixty-five percent (65%) |
| 2 nd Year Patrolman (months 13-24) | seventy percent (70%) |
| 3 rd Year Patrolman (months 25-36)..... | eighty percent (80%) |
| 4 th Year Patrolman (months 37-48)..... | ninety percent (90%) |
| 5 th Year Patrolman (months 49-60)..... | one hundred percent (100%) |

The increases above will take effect on the first pay date following the anniversary date of each employee and will be paid at the higher rate for the entire pay period. Health care benefits as provided herein shall commence sixty (60) days after hire date.

c. Shift differential: \$0.40 per hour will be paid for the afternoon shift and \$.60 per hour for the evening shift.

d. Any police officer called back to work within sixteen (16) hours after completion of a regularly scheduled shift shall be guaranteed two (2) hours of pay at time and one-half.

4.3 Part-time police officer wages shall be set at fifty (50%) percent of the Senior Patrolman rate.

ARTICLE V
PROBATIONARY PERSONNEL

- 5.1 All newly hired police officers shall be on probation for twelve (12) months from their date of hire, during which time they may be terminated from employment upon the recommendation of the Chief and the action of Council.
- 5.2 Article IV sets forth the wage rate and describes health care benefits.
- 5.3 All newly hired employees shall have a physical examination by a designated physician before reporting to work. The Borough will pay the expense for the physical.

ARTICLE VI
LONGEVITY ALLOWANCE

- 6.1 Full-time police officers will receive longevity pay, on an annual basis of \$3.00 a month for each and every month starting after their 5th year until twenty-five (25) years maximum. Longevity payments will be made in the first pay period after the police officer attains his anniversary date.

ARTICLE VII
WORKWEEK AND STARTING TIME

- 7.1 The workweek shall begin on Sunday, inclusive, and end on Saturday, inclusive.
- 7.2 Full-time police officers covered by this Agreement shall be guaranteed (eighty (80) hours work per pay period during any scheduled pay period.
- 7.3 Full-time police officers are required to take six (6) hours off between regularly scheduled shifts.
- 7.4 Part-time police officers assigned to Northern Lights Shopping Center shall not be scheduled in excess of thirty-five (35) hours per week. Other part-time police officers shall be limited to thirty-two (32) hours per week and not more than sixteen (16) hours in a twenty-four (24) hour period except for emergencies. Each part-time police officer otherwise continues to be scheduled as deemed necessary at the discretion of the Chief of Police.

ARTICLE VIII

OVERTIME

8.1 Overtime shall be paid for at the rate of one and one-half (1½) the police officer's hourly base rate for approved hours worked in excess of forty (40) hours of time worked in one week, unless otherwise stated in a Memorandum of Understanding or similar document, to which said terms are consistent with the Fair Labor Standard Act.

8.2 Scheduled overtime shall be offered on the basis of seniority whenever possible.

8.3 When full-time police officers are off on workers compensation, sick leave, or injury for more than one day, part-time police officers may be scheduled to work in the place of such full-time officer starting on the 2nd day. Part-time police officers may be scheduled for all other open shifts. If part-time police officers are unavailable for work, full-time police officers may be used in their place. Full-time police officers will be limited to one schedule overtime shift worked in a pay period. When an overtime opportunity is provided to a full-time police officer, that officer will have one chance to take a pass on that shift without penalty. If the officer does not respond to the request for overtime, that will be recorded as a pass or refusal. After each time an officer accepts a day or is given a refusal, that officer is then again available to take a pass on the next overtime opportunity in the next eligible pay period.

ARTICLE IX

TRAINING

18.1 Full-time police officers assigned to training activities outside of their scheduled work hours or on a day off shall be paid at one and one-half (1½) their normal hourly rate for participation in that training.

18.2 Full-time officers assigned to training, who had been scheduled to work, may be replaced by a part-time police officer.

ARTICLE X

CLOTHING ALLOWANCE

9.1 All expenditures for clothing shall have prior approval of the Chief of Police. A voucher system will be used to insure proof of purchase.

9.2 Each full-time police officer shall be entitled to an annual clothing allowance of \$900 (2022-2025), with a maximum of \$250 carryover of unused clothing allowance.

9.3 Each part-time police officer that works a minimum of three hundred (300) hours in the year shall receive an annual clothing allowance of \$550 (2022-2025) for that year.

ARTICLE XI
HOLIDAYS AND PERSONAL DAYS

10.1 One day's pay (eight (8) hours) shall be granted to each full-time policeman for each of the following holidays:

| | |
|------------------|-----------------------------|
| New Year's Day | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Easter Sunday | Day after Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | Martin Luther King Birthday |

10.2 To qualify for holiday pay, the full-time police officer must be on the active payroll as a regular full-time police officer, work the day they are scheduled before the holiday and the day they are scheduled after the holiday. If on vacation the week of the holiday, they shall receive pay for the holiday in addition to their vacation pay. If they are absent due to illness or injury, they shall receive holiday pay only if they have worked at least eighty (80) hours in the month the holiday occurs.

10.3 Pay for a holiday shall be eight (8) hours straight time at the regular rates of pay. If a full-time police officer works on a holiday, they shall receive time and one-half (1½) in addition to holiday pay.

10.4 Pay for all holidays for full time police officers shall be paid by separate check in the first pay period in December.

10.5 Part-time police officers shall be paid at a double-time (2) rate of pay if the officer is scheduled for and works any of the following holidays:

| | |
|------------------|------------------|
| New Year's Day | Labor Day |
| Easter Sunday | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

10.6 Forty-eight (48) hours personal time off, with pay, will be granted to each full-time police officer during the year. The Chief of Police must approve the days chosen by the officer. A maximum of sixteen (16) hours unused personal time off in each calendar year shall be paid at the current rate of pay at the end of each year of the Agreement.

ARTICLE XII

HEALTH CARE PROGRAM AND DISABILITY INSURANCE

11.1 The following benefits shall continue in full force and effect in accordance with established administrative procedures and terms of policies and certificates as pertain thereto at the Borough's cost: The Borough agrees to provide bargaining unit members the following through the Western Pennsylvania Teamsters and Employers Welfare Plan 9A. The coverage provided shall be family coverage unless an individual does not have dependents who meet the relevant definition of family. In such a case, individual coverage will be provided.

1. Medical Insurance (Medical/Surgical/Hospital/Major Medical Coverage)
2. "High option" dental insurance
3. A drug insurance program
4. Vision Insurance

The coverage provided shall be family coverage unless an individual does not have dependents who meet the relevant definition of family. In such a case, individual coverage will be provided.

11.2 The Borough shall have the right to change the existing health insurance coverage to a plan and/or carrier which is comparable to the coverage that is presently being provided. In applying the term "comparable" in this context, the Borough shall consider costs, benefits, providers and facilities. The Union, however, retains the right to grieve the Borough's determination that the plan and/or carrier is "comparable." If the Union does not agree that a plan and/or carrier selected by the Borough is "comparable", it will so state, in writing, to the Borough within fourteen (14) calendar days of the plan and/or carrier being presented to the Union by the Borough, or such longer period as mutually agreed to by the parties in writing. In that event, the Borough may not unilaterally implement the proposed new plan and/or carrier; however, it may immediately process the dispute before a mutual arbitrator selected pursuant to the arbitration step of the grievance procedure. The decision of the arbitrator on this "comparable" issue shall be issued within forty-five (45) calendar days of the Union's written notice contesting that the plan and/or carrier selected by the Borough is "comparable," shall be final and binding, and will determine if the Borough is authorized to implement the new plan and/or carrier.

11.3 All police officers will contribute ten percent (10%) of the medical insurance premium at the applicable level of coverage (e.g., Individual, Family, etc.). All such contributions shall be made by pro-rates monthly payroll deductions and shall be made on a pre-tax basis.

11.4 Health Care Option: It is agreed to by the parties hereto that an employee/unit member may opt out of the health care provision herein. In the event that an employee elects to "opt out," upon annual proof of other health care coverage, they will be paid an amount equal to fifty percent (50%) of the cost of health care incurred by the Borough for the employees, had the employee not chosen to "opt out." This amount shall be paid on each pay period in addition to said employee's regular hourly wages. An employee who elects to "opt out" during the term of this contract shall be permitted to re-enroll into the Borough health care plan in the event that the employee's circumstances change.

11.5 Supplemental Sick & Accident Payments (Short Term Disability): The Borough agrees to supplement the sick and accident payments made to employees by the insurance carrier so that such payments are equal to hundred percent (100%) of employee's base pay. Time accumulated for sick leave must be utilized before any claim for disability insurance coverage will be honored and paid.

11.6 For retirees from full-time employment who were hired prior to January 1, 2017, who do not have insurance coverage through a spouse or through coverage which has been provided by other employers, the Borough will pay two-thirds (2/3) of the costs of eye, dental and hospitalization insurance if permitted by law up to Medicare eligibility or for a ten-year period after retirement, whichever is sooner.

ARTICLE XIII

SICK LEAVE

12.1 Each full-time police officer shall be entitled to ninety-six (96) hours sick leave at regular compensation, provided, however, that the officer has been an employee of the Borough for a period of not less than twelve (12) consecutive months, and also that the officer presents to the Borough a physician's certificate evidencing such illness or injury after three (3) days duration.

12.2 All full-time police officers entitled to sick leave may accumulate a maximum of ninety-six (96) hours of sick leave each year, up to total of seven hundred twenty (720) hours. Time accumulated for sick leave must be utilized before any claim for disability insurance coverage will be honored and paid. If any insurance coverage is paid, however, before the sick leave is exhausted, there shall be refunded to the Borough such amounts paid for sick leave that overlap the disability payment. Earned but unused sick leave in excess of seven hundred twenty (720) hours in any calendar year shall be paid for at the rate of sixty dollars (\$60.00) per eight (8) hours at the end of each year of the Agreement (up to a maximum of ninety-six (96) hours).

12.3 Upon retirement, the officer will be paid at the rate of sixty dollars (\$60.00) per eight (8) hours for all unused medical leave, up to seven hundred twenty (720) hours plus earned but unused sick days up to

a maximum of ninety-six (96) hours in excess of seven hundred twenty (720) hours during his last year of service.

12.4 In any case of a single, continuing, extended confinement wherein the employee is medically or physically unable to perform his duties as a police officer, or is restricted to his home and/or remains in the hospital and a physician so certifies, the employee will be paid full wages for a period not to exceed six (6) months. The Borough shall designate the physician whose order it will follow in making the final determination to entitlement.

ARTICLE XIV **BEREAVEMENT LEAVE AND PAY**

13.1 In cases of death in the immediate family, four (4) shift periods off will be granted, with pay if necessary at the full-time police officer's straight time rate. Immediate family is defined as husband, wife, children, parents, brother, sister, grandparents, foster parents, father-in-law and mother-in-law.

13.2 In the event of death of a person living in the full-time police officer's household or full-time police officer's brother-in-law or sister-in-law, one (1) shift period off with pay at straight time, if it is scheduled during the employee's regular scheduled workday, will be granted for the purpose of attending the funeral.

13.3 Additional time off without pay may be granted to employees in the event that travel is required in order to attend the funeral of those mentioned above.

13.4 In order to be allowed the time off and pay, the employee must supply evidence of the death in the form of a death notice or a statement from the undertaker that he/she did attend the funeral or some other acceptable proof. Regular days off will not be paid for as bereavement days.

ARTICLE XV **DEATH BENEFIT**

Full-time police officers shall be provided Life Insurance and Accidental Death and Dismemberment Insurance in the amount of eighty thousand dollars (\$80,000) in accordance with Act 600.

ARTICLE XVI

VACATIONS

15.1 a. All full-time police officers will be eligible for vacations with pay in advance in accordance with the scale and conditions set out below.

After one (1) year of continuous service.....forty (40) hours with pay.

After two (2) years of continuous service.....eighty (80) hours with pay;

After five (5) years of continuous service..... one hundred twenty (120) hours with pay;

After ten (10) years of continuous service one hundred sixty (160) hours with pay;

After fifteen (15) years of continuous service..... two hundred (200) hours with pay;

After twenty (20) years of continuous service two hundred forty (240) hours with pay.

Officers hired on or after January 1, 2017, shall be capped at one hundred sixty (160) hours of vacation.

b. To be eligible for vacation, the employee must have worked at least one thousand four hundred fifty (1,450) hours during the twelve (12) months preceding his anniversary date. Vacation eligibility will be pro-rated in accordance with number of hours worked since the last anniversary date, if the required one thousand four hundred fifty (1,450) hours are not met. An officer on authorized military leave otherwise impacting vacation eligibility shall be eligible for vacation on a prorated basis. As an example, a police officer who has worked only seven hundred twenty-five (725) hours during the preceding twelve (12) months due to military leave shall be eligible for fifty percent (50%) of his/her vacation entitlement. Also, a police officer on military leave for a full year shall receive a minimum of one-half (1/2) his annual vacation time.

c. There shall be no duplication of vacation pay and any form of sick pay.

d. Vacations must be taken during the calendar year. Where an employee qualifies for an additional forty (40) hours in December, such time may in fact be scheduled during the next calendar year. An employee who is entitled to more than forty (40) hours of vacation may elect to take forty (40) hours of his vacation entitlement in blocks of time which are less than five (5) consecutive workdays. (For example, an eligible employee could elect to take one (1) week of vacation by utilizing each one of the five (5) vacation days as an individual vacation day). Those employees who are entitled to one hundred twenty (120) hours of vacation may also elect to take a second week of vacation entitlement in blocks of time which are less than five (5) consecutive workdays with the approval of the Chief of Police. An employee who elects to utilize an individual vacation day or a block of vacation time less than five (5) consecutive days as permitted by this subsection shall give the Chief notice of his intention to so utilize his/her vacation days when he engages in the selection process described in the next subparagraph.

e. Full-time police officers shall choose vacation solely on the basis of seniority. Except as provided in subparagraph e. of this Article, each police officer shall choose a single block of days or weeks as his/her first choice for a vacation. After each officer has made his/her first choice of vacation time, second and subsequent choices for vacation will likewise be made upon the basis of seniority, but again they shall be made only in single blocks of days or weeks until all officers' vacation entitlement have been exhausted. A block of vacation time shall be at least four (4) days except as modified here in above.

f. Vacations are based on past service. Hence, when the employee has completed a year of service in accordance with his/her anniversary day of hire, they shall be deemed to have earned their vacation and pay, even though they do not take vacation nor receive vacation pay at that time. Further, if their employment is terminated prior to their anniversary date of hire, they shall also receive vacation pay pro-rated in accordance with the number of months they worked since the last anniversary date of their employment to the date of termination. However, if any employee quits their job without notice or is discharged for just cause, they shall forfeit their termination vacation pay.

15.2 a. The eighty (80) hour annual vacation sell-back shall be discontinued, except in the case of officers unable to use vacation because of work related illness or injury, military leave, or if denied the ability to take it because of staffing requirements.

b. At retirement, a full-time officer may cash in earned but unused vacation time.

15.3 The part-time police officer regularly assigned to Northern Lights Shopping Center shall be eligible for seven (7) days of paid vacation per year.

ARTICLE XVII

HEARINGS AND COURT APPEARANCES

Police officers who are called to District Magistrate hearings or Court appearances during their regular on-duty working time shall receive no payment beyond their regular salary for that time actually spent in court which comprises part of their regular time. Officers who are called to court outside of their regular time shall be paid at time and one-half (1½) "overtime" for every hour actually spent in court which, together with their regular hours of work, totals more than the regular hours set for each pay period. Regular hours shall be forty (40) hours per week unless changed via a memorandum of Understanding that is consistent with the Fair Labor Standards Act.

ARTICLE XVIII
POLICE PENSION PLAN

17.1 Effective January 1, 2004, the following changes are made:

- a. Increase paid life insurance policy upon retirement to \$5,000.00.
- b. Add deferred retirement option plan (D.R.O.P. Program) including the following:
 - (1) Retirement at age fifty-four (54) with twenty-five (25) years of service;
 - (2) Maximum participation of two (2) years;
 - (3) An eligible employee has a window of from July 1st to December 31st to enter the program.
- c. Make all Act 30 Amendments to Act 600.

17.2 Effective January 1, 2017, maximum participation in the Deferred Retirement Option Plan (D.R.O.P) is three (3) years.

ARTICLE XIX
MISCELLANEOUS

19.1 This contract represents the entire area of agreement between the Borough and the Police Department, and shall include the items of any Addendum and the terms of resolution of the Borough which are not in conflict with the terms contained herein.

19.2 The Bargaining Unit agrees to a random urine drug-testing program, certified and consistent with a policy adopted by Borough Council.

19.3 Protective Vests – the Borough will provide all officers with new protective “bulletproof” vests upon expiration or deterioration.

19.4 Law Enforcement Liability: The Borough agrees to provide liability insurance for Law Enforcement Claims.

19.5 Part-Time Employment – The parties agree that the full-time police officers shall be permitted to be employed part-time outside the Economy Borough Police Department on a limited basis at the discretion of the Chief of Police. Outside employment shall not include employment that may constitute a conflict of interest with the Economy Borough Police Department or even the appearance of impropriety. Furthermore, outside employment shall not interfere with scheduling as determined by the Chief of Police.

ARTICLE XX

APPLICABILITY OF STATUTES – RESERVED RIGHTS

Except as otherwise expressly provided herein, this Agreement shall not be deemed or construed as affecting or limiting the applicability of any and all existing statutory provisions respecting the duties, powers and terms and conditions or employment of policemen employed in Pennsylvania boroughs and further, shall not be deemed or construed as a limitation upon the rights and duties of the elected officials of the Government of the Borough, and their duly appointed delegates, to manage and direct the operations and personnel of its Police Department, including, without limitation, except as prescribed by Acts of the General Assembly, the formulation and execution of policies, the hiring, promotion, layoff, discharge and discipline of all personnel; the scheduling of days and hours of work and assignment of new and additional duties; and the making and enforcement of such lawful rules and regulations with respect to the work and conduct of policemen as they deem necessary or appropriate in the public interest.

ARTICLE XXI

GRIEVANCE AND ARBITRATION PROCEDURE

Grievances are limited to matters involving interpretation of this agreement and include all matters of discipline.

Step One: The member either alone or accompanied by a representative of the bargaining unit, or the bargaining unit itself, shall present the grievance in writing to the Chief of Police within ten (10) days of its occurrence or knowledge of its occurrence. The Chief shall report his decision in writing to the member and the bargaining unit representative with seven (7) days of its presentation.

Step Two: In the event that the grievance is not settled at Step One, an appeal must be presented in writing by the member of the bargaining unit representative to the Mayor within seven (7) days after the response for Step One is due. The head of the political subdivision or his/her designated representative shall respond in writing to the member and the bargaining unit representative within seven (7) days of receipt of the appeal.

Step Three: In the event that the grievance has not been satisfactorily resolved in Step Two, the bargaining unit representative may initiate an appeal by serving upon the head of the political subdivision a notice in writing of his/her intent to proceed to arbitration within seven (7) days after the receipt of the Step Two decision is due.

The arbitrator is to be selected by the parties jointly within seven (7) days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the American Arbitration Association to submit a list of three possible arbitrators.

The arbitrator shall not add to, subtract from, or modify the provisions of this agreement or of any other arbitration awards. The arbitrator shall confine himself/herself to the precise issues submitted for arbitration. The arbitrator has no authority to determine any other issues not submitted to him/her. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the hearing.

All of the time limits contained in this article may be extended by mutual agreement. If the employer fails to respond in a timely manner in any step of the grievance procedure, the grievance can be appealed to the next step of the grievance procedure.

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

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

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

ARTICLE XXII
TERM OF AGREEMENT

This Agreement is entered into this 9th day of November 2021, shall be effective on and from the 1st day of January 2022, and shall expire on the 31st day of December 2025. Terms and conditions of all previous agreements shall remain enforce except for items which have been negotiated and agreed upon herein.

The parties agree to the terms as set forth herein by affixing their signatures hereto.

Borough of Economy:

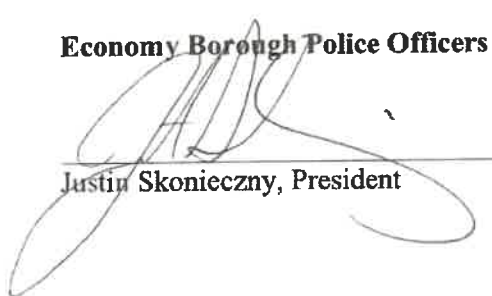

Frank Morrone, President


Attest:


Travis Cavanaugh, Asst. Boro. Manager



Economy Borough Police Officers Association:


Justin Skonieczny, President


David Farah, Association Negotiator

Attachment #1

ECONOMY BOROUGH POLICE OFFICERS DATES OF HIRE

Michael O'Brien, Jr. August 1, 1992
Chad Lively October 1, 1994
Richard Creese September 16, 1997
David Farah June 12, 2001
Jason Woods July 1, 2004
Justin Skonieczny September 1, 2011
Michael D. Janectic April 16, 2013
Christopher Ferragonio..... June 10, 2014
Nicholas Ashley..... April 1, 2015
Michael Truskowski, Jr. January 2, 2017
Pierson Pollock April 3, 2017
Derek Amrhein September 30, 2019
Zachery Potts June 15, 2020

As of: November 9, 2021

Attachment #2

MEMORANDUM OF UNDERSTANDING PART TIME POLICE OFFICERS

This memorandum of Understanding is entered into this 20th day of December, 2016 by the **Borough of Economy ("Borough")** and the **Economy Borough Police Officers Association ("Association")** the following understanding of both parties:

WHEREAS, the Borough and the Association mutually agree that Full Time Police Officers are entitled to benefits as defined in the Collective Bargaining Agreement; and,

WHEREAS, the Borough and the Association mutually agree that Part Time Police Officers are only entitled to the benefits specifically designated for Part Time Officers in the Collective Bargaining Agreement; and,

WHEREAS, Part Time Police Officers may, from time to time, be scheduled to work more than thirty-two (32) hours a week for an extended period of time; and,

WHEREAS, these Part Time Police Officers, who are scheduled to work more than thirty-two (32) hours a week, are consistently assigned to secure the Northern Lights Shopping Plaza,

AND NOW, THEREFORE, the Borough and the Association mutually agree and understand that a Part Time Police Officer, who is scheduled to work more than thirty-two (32) hours a week and consistently assigned over a period of twelve (12) weeks to secure the Northern Lights Shopping Plaza, is entitled to benefits in accordance with Article XI (Health Care Program and Disability Insurance) of the current Collective Bargaining Agreement.

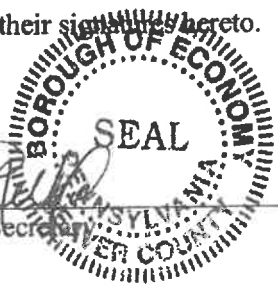
The parties Agree to the terms as set forth herein by affixing their signatures hereto.

Borough of Economy:



R. J. Burns, President


Attest:


Marge Nelko, Secretary



Economy Borough Police Officers Association:


Richard Creese, President


David Farah, Vice-President

Attachment #3

MEMORANDUM OF UNDERSTANDING TWELVE (12) HOUR SHIFTS

This Memorandum of Understanding ("MOU") is entered into, this 20th day of December, 2016 by and among the **Borough of Economy ("Borough")**, and **Economy Borough Police Officers Association (Association)** so as to memorialize, in writing, the following understanding of both parties:

WHEREAS, the Borough and the Association entered into a Collective Bargaining Agreement covering a period from on January 1, 2017 through December 31, 2020; and,

WHEREAS, the Association desires that the Association be able to work twelve hour shifts at the discretion of their Chief of Police; and

WHEREAS, the Borough and the Association desire to institute a 12-hour shift program beginning January 1, 2017 and ending December 31, 2020.

AND NOW, THEREFORE, with the intent to be legally bound hereby, the parties agree to the following:

1. The Borough and the Association agree to utilize a 12-hour shift schedule as opposed to an 8 hour shift for all those members that are not within a unique position within the department which requires an 8-hour shift. The 12-hour shift shall be set at the discretion of the Chief of Police as to the start time, scheduling, rotation and vacation scheduling, and pairing of officers. Overtime shall be calculated on a work period of 14 days, overtime being entitled to the officers after 80 hours in that 14 day work period in accordance with 207(k) of the Fair Labor Standards Act. This section shall supersede Article VII section 7.1 and Article VIII section 8.1 of the Collective Bargaining Agreement.
2. Either party to this MOU may terminate the 12-hour shift schedule provided that the party electing to terminate the 12-hour shift schedule gives at least 30-days written notice of the election to terminate to the other party.
4. For all members working within the 12-hour shift, which shall be all members of the association outside of those uniquely positioned officers (School and Detective) the parties will maintain a 80-hour work week by working an extra 8 hour shift every other week (36 hours one week, 44 hours the next). Both parties understand that there may be different methods tried by the Chief of Police to maximize efficiency, so long as the Chief of Police's method is consistent with the other terms of this agreement.
5. Section 7.3 of the Collective Bargaining Agreement shall be changed to state that each full-time officer is required to take 6 hours off between regularly scheduled shifts.

6. For purposes of Article XII and Article XV of the Collective Bargaining Agreement, all benefits therein shall be calculated on an hourly basis during the 12-hour shift schedule rather than a daily or weekly basis. For benefit hours, such as sick time and vacation, a day in the Collective Bargaining Agreement shall convert to 8 hours for purposes of this MOU and a week in the Collective Bargaining Agreement shall convert to 40 hours for purposes of this MOU.

The vacations schedule and personal days will convert into hours. The current vacation schedule is:

| <u>Work Years</u> | <u>Days of Vacation</u> | <u>Hours of Vacation</u> |
|-------------------|-------------------------|--------------------------|
| One year | 5 working days | = 40 hours |
| 2 years | 10 working days | = 80 hours |
| 5 years | 15 working days | = 120 hours |
| 10 years | 20 working days | = 160 hours |
| 15 years | 25 working days | = 200 hours |
| 20 years | 30 working days | = 240 hours |

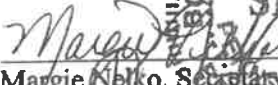
7. All other provisions of the Collective Bargaining Agreement shall remain in effect.

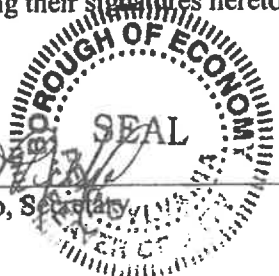
The parties agree to the terms as set forth herein by affixing their signatures hereto:

Borough of Economy:



R. J. Burns, President

Attest:


Margie Nelko, Secretary



Economy Borough Police Officers Association:


Richard Creese, President


David Farah, Vice-President