

## **AGREEMENT**

**THIS AGREEMENT**, made this 7<sup>th</sup> day of March, 2023, by and between:

**BOROUGH OF OHIOVILLE**, Beaver County, Pennsylvania  
(hereinafter referred to as "the Borough");

AND

**OHIOVILLE POLICE BARGAINING COMMITTEE**, (hereinafter  
referred to as "the Union").

### **WITNESSETH THAT:**

#### **ARTICLE I RECOGNITION**

The Borough recognizes the Union as the sole and exclusive representative of all full-time and regular part-time police officers, including, but not limited to, the Chief of Police, Assistant Chief of Police and patrolmen, excluding managerial employees, in accordance with the certification of the Pennsylvania Labor Relations Board dated August 3, 1994 at Case No. PF-R-94-80-W.

#### **ARTICLE II DEFINITIONS**

Unless the context clearly indicates otherwise, the following words and phrases shall have the meaning provided herein:

A. **Probationary Officers.** A police officer who has not yet completed his probationary period of service with the Borough. None of the terms of this Agreement shall apply to probationary officers except as otherwise expressly provided herein.

B. **Probationary Period.** A police officer's first six (6) calendar months of employment unless extended in accordance with applicable law and relevant ordinances of the Borough.

### **ARTICLE III MANAGEMENT RIGHTS**

The Borough has the exclusive right and power to manage, control and conduct its business, to plan and direct the police force, and to make rules relating to its operation as it deems advisable, except as expressly modified by the terms of this Agreement or applicable law.

### **ARTICLE IV WORK WEEK**

A. The regular work week for all officers covered by this Agreement shall be Sunday through Saturday. The work week shall start Saturday at Midnight and shall end the following Saturday at Midnight. A regular work schedule shall be posted for all officers.

B. Time and one-half (1-1/2) will be paid for all hours worked in excess of forty (40) hours in any work week or if an officer is required to work beyond his scheduled shift or shifts, except for criminal court appearances, required training and the like. Officers shall receive their basic wage rate as set forth in Article V for all criminal court appearances, required training and the like unless they constitute hours in excess of forty (40) in any work week.

### **ARTICLE V CLASSIFICATIONS AND WAGES**

The following are the job classifications of the officers covered by this Agreement, and the basic wage rate for such officers for all hours worked of forty (40) hours or less in any work week effective January 1, 2023:

	<u>JOB CLASSIFICATIONS</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
1.	Chief of Police	\$28.38/Hr.	\$29.23/Hr.	\$30.11/Hr.
2.	Assistant Chief of Police	\$25.44/Hr.	\$26.20/Hr.	\$26.99/Hr.
3.	Part-Time Patrolman (Not serving any probationary period)	\$22.66/Hr.	\$23.34/Hr.	\$24.04/Hr.
4.	Part-Time Probationary Patrolman	\$19.06/Hr.	\$19.63/Hr.	\$20.22/Hr.

**ARTICLE VI  
CLOTHING ALLOWANCE**

A. The annual clothing allowance is as follows:

	<u>2023</u>	<u>2024</u>	<u>2025</u>
Chief of Police	\$750.00	\$750.00	\$750.00
Assistant Chief of Police	\$750.00	\$750.00	\$750.00
Part-Time Patrolman	\$400.00	\$400.00	\$400.00
(Not serving any probationary period)			

B. A part-time patrolman will be permitted a clothing allowance in the amount stated in Paragraph A after they have completed a minimum of eight hundred (800) hours of work including the required probation. After a part-time patrolman has received a clothing allowance, the hours of work accumulate for the next eight hundred (800) hours toward any additional clothing allowance and said hours are to be carried over to the next year or years of this Agreement. However, under no circumstances shall any officer receive more than one (1) clothing allowance for each year of this Agreement.

C. When purchasing clothing, if the amount exceeds that which is set forth herein, the officer will be responsible to pay the amount at the time of purchase. Any bills charged to the Borough exceeding the clothing allowance will be the responsibility of the officer.

D. In addition to the clothing allowance, the Borough will reimburse the officer for any work-related damage, other than normal wear and tear, and will be entitled to any restitution or other payments for the same.

E. Newly hired probationary officers shall be permitted a clothing allowance in the amount stated in Paragraph A at the time of hire. Probationary officers who resign, are terminated prior to completing their probationary period, or otherwise do not complete their probationary period are required to repay the Borough for the initial cost of their clothing allowance in the amount stated in Paragraph A. The Borough may recover said cost by deduction from payroll or any other legal means.

## **ARTICLE VII HOLIDAYS**

A. The Chief of Police and Assistant Chief of Police shall be eligible for nine (9) paid holidays with full pay, such holidays are listed below:

New Years Day  
Good Friday  
Memorial Day  
4th of July  
Labor Day  
Veterans Day  
Thanksgiving Day  
Christmas Eve Day  
Christmas Day

B. For the Chief and Assistant Chief, when a holiday falls on Sunday, the following Monday shall be observed as the holiday and when a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

C. The pay for a holiday shall be eight (8) hours straight time at the regular rate of pay. To be eligible for holiday pay, an officer must work on his last scheduled work day prior to, and his next scheduled work day after, such holiday. When one (1) of the above enumerated holidays falls on the Chief's or Assistant Chief's scheduled day off, such officer shall be paid for such holiday. If the Chief or Assistant Chief works on such a holiday, he shall receive time and one-half (1-1/2) for any such work in addition to holiday pay. If a holiday occurs within the normal scheduled work week, such holiday, if not worked, shall be considered as hours worked for the purpose of determining weekly overtime.

D. If the Chief or Assistant Chief is on vacation the week of a holiday, he shall receive payment for the holiday in addition to his vacation pay.

E. Part-time officers, not serving a probationary period, shall receive time and one-half (1-1/2) for working any of the enumerated Borough holidays. In determining holiday pay for part-time officers, the actual holiday will be observed. No other holiday pay shall be provided to part-time officers.

## **ARTICLE VIII VACATIONS**

A. The Chief and the Assistant Chief shall be eligible for vacations with pay in advance as of December 31st of the calendar year based upon the following schedule:

(1) One year service	one (1) week
(2) Two years service	two (2) weeks
(10) Ten years service	three (3) weeks
(20) Twenty years service	four (4) weeks
(21) Twenty-one years service	four (4) weeks plus one (1) day
(22) Twenty-two years service	four (4) weeks plus two (2) days
(23) Twenty-three years service	four (4) weeks plus three (3) days
(24) Twenty-four years service	four (4) weeks plus four (4) days
(25) Twenty-five years service	five (5) weeks

B. A weeks vacation shall consist of seven (7) consecutive days, Sunday through Saturday, with forty (40) hours of pay at straight time. Vacations must be taken during the calendar year.

C. To the extent possible, the Chief and Assistant Chief's preferences will be granted as to the time of their vacation, consistent with the continued efficient operation of the Borough. Priority in vacation selection shall be based upon seniority.

D. When the Chief or Assistant Chief is on vacation in a week in which a holiday falls in the vacation week, he may choose to take a day off with pay instead of getting the extra day of pay in the vacation check.

E. After one (1) year of continuous service, part-time officers shall be eligible annually for one (1) week of prorated vacation at the average regular rate of pay based on their average weekly hours worked for the preceding year. (i.e., a part-time officer who averaged twenty (20) hours per week for 2022 will receive twenty (20) hours of paid vacation in 2023 at his regular rate of pay.) In determining the officer's prorated vacation, the preceding calendar year shall be used and the total hours worked by the officer shall be divided by fifty-two (52) weeks.

F. Vacation checks will be made separate if requested in advance.

**ARTICLE IX  
LIFE, SICKNESS AND ACCIDENT INSURANCE**

The Borough agrees to maintain a group insurance plan for the Chief and Assistant Chief through the Teamsters #261 and Employers Welfare Plan or another comparable plan which will provide the following benefits:

Life Insurance for Chief and Assistant Chief	\$35,000.00
Accidental Death for Chief and Assistant Chief	\$70,000.00
Life Insurance for Spouse	\$7,500.00
Life Insurance for each dependent	\$4,000.00
Sickness and Accident Pay	\$300.00 per week for a maximum of 26 weeks

**ARTICLE X  
HEALTH INSURANCE**

A. The Chief and the Assistant Chief will be eligible, at the expense of the Borough, for the same health, dental and vision care plan provided by the Borough to other full-time employees in the event they no longer have comparable coverage through their other employment or otherwise.

B. Opt Out - Any full-time employee who is enrolled in the Borough's health care plan at the time of the signing of this Agreement or any new employee who is eligible to take part in the Borough's health care plan may opt out of such plan and receive payment from the Borough equal to Two Hundred and 00/100 (\$200.00) Dollars per month. Said payment will be included in the last pay in December, once per year.

**ARTICLE XI  
SICK LEAVE/PERSONAL DAYS**

The Borough shall allow the Chief and Assistant Chief a maximum of five (5) working days off with pay after one (1) year of service as sick or personal days. Sick/personal leave benefits may be accumulated for a period of three (3) years and are not convertible to cash under any circumstances. The Chief or Assistant Chief must notify the Borough at least one-half (1/2) hour before his assigned reporting time if the Chief or Assistant Chief is unable to work due to illness or injury, unless it is an extreme emergency in which event the Chief or Assistant Chief shall notify

the Borough as soon as possible. The Chief or Assistant Chief must notify the Borough at least three (3) working days before his assigned reporting time if the Chief or Assistant Chief desires to use this leave for personal reasons.

## **ARTICLE XII DISABILITY PAY**

After completing one (1) year of service with the Borough, in addition to sick leave above, if the Chief or Assistant Chief is off for an extended period of time during each calendar year of this Agreement due to major illness, hospital confinement, heart condition, broken arm or leg during one disability period annually during a calendar year, full pay may be received and shall be paid to the Chief or Assistant Chief for four (4) weeks of disability. If disability continues beyond such four (4) week period, then the Chief or Assistant Chief shall receive up to an additional four (4) weeks at one-half of his or her regular pay.

The Chief or Assistant Chief shall submit such records of the medical condition as necessary to provide documentation thereof in the Borough's file.

## **ARTICLE XIII JURY DUTY**

If the Chief or Assistant Chief is called to and reports for Jury Duty, he shall be paid the difference between his jury duty payment and his regular pay for each day partially or wholly spent performing jury duty if the Chief or Assistant Chief otherwise would have been scheduled to work for the Borough. In order to receive payment under this Section, the Chief or Assistant Chief must give the Borough prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed and the amount of payment received.

## **ARTICLE XIV BEREAVEMENT PAY**

A. In the case of death in the immediate family of the Chief or Assistant Chief, namely the death of a parent, spouse, child, brother or sister of such officer, requiring such officer's absence from his regularly scheduled assignment, the Chief or Assistant Chief shall be permitted to take a leave of absence up to three (3) consecutive calendar days. Where the Chief's or Assistant Chief's normal time off falls within that three-day (3) period, the Chief or Assistant Chief will only be reimbursed for that portion of time normally scheduled for work. Satisfactory proof of the relationship of the decedent to the Chief or Assistant Chief and the death must be submitted upon request to the Borough in order to receive reimbursement.

B. In the event of death of a person living in the Chief's or Assistant Chief's household or the Chief's or Assistant Chief's brother-in-law, sister-in-law, mother-in-law or father-in-law, one (1) day off with pay at the regular rate will be granted to attend the funeral if the funeral falls on a time when the Chief or Assistant Chief is normally scheduled for work. Satisfactory proof of the relationship of the decedent to the Chief or Assistant Chief and the death shall be submitted upon request to the Borough in order to receive reimbursement.

C. In the event the Chief or Assistant Chief is required to travel over 200 miles or more from home to attend a funeral, one (1) extra day of leave will be granted with pay.

#### **ARTICLE XV ATTENDANCE AT COURT**

A. Police officers will be paid a minimum of two (2) hours for attendance at proceedings before the Magisterial District Judge and a minimum of four (4) hours for attendance at proceedings in County, State or Federal Court at his or her regular rate of pay unless the same constitutes overtime under the provisions hereof or the police officer is required to miss a day's work from his or her regular, full-time employment. In the event a police officer is required to miss a day or part of a day's work from his or her regular, full-time employment, he or she shall be paid the difference between his or her wages for the Borough and his or her regular pay for each day partially or wholly spent away from his or her regular occupation in addition to his or her Borough wages. In order to request payment of the wage differential provided herein, he or she shall submit a slip to the Borough Secretary-Treasurer from the paymaster from his or her regular employment verifying the rate and period of time absent from work.

B. Every police officer is required to submit written evidence of attendance at any proceedings before the Magisterial District Judge or County, State or Federal Court.

#### **ARTICLE XVI PENSION**

The Borough will provide the Chief and Assistant Chief a defined contribution pension plan. The Borough will contribute fifteen percent (15%) of said officer's base pay for each year of the contract to the Plan. For the purposes of computing base pay under the terms of this provision, overtime pay shall not be included.

**ARTICLE XVII  
CONTRACTING OUT POLICE SERVICES,  
MERGER WITH ANOTHER POLICE DEPARTMENT OR  
CREATION OF A REGIONAL POLICE DEPARTMENT**

In the event that Ohioville Borough contracts out its police services to another municipality, merges with another police department or creates and joins a regional police department with other municipalities, the hiring of all full-time officers shall be recommended to the contracting municipality or municipalities creating the new police department. In the event that Ohioville Borough contracts out its police services to another municipality and the full-time officers are not hired by the contracting municipality, the full-time officers shall be entitled to claim unemployment compensation as provided by law.

Nothing in this provision shall prevent or restrict the right of Ohioville Borough to contract out police services to another municipality at any time during this contract.

**ARTICLE XVIII  
GRIEVANCE PROCEDURE**

A. To the extent permitted by applicable law and only to the extent so permitted, all disputes arising out of the terms of this Agreement between the parties shall be settled in accordance with the grievance procedure set forth herein during the term of this Agreement.

**STEP ONE**

All grievances must be initiated within five (5) days of the alleged occurrence. It shall be taken up orally in the first instance by the grievant and a Union representative with the Chairman of the Police Committee of Borough Council. An answer must be given by the Chairman of the Police Committee of Borough Council within three (3) days of such meeting. Such answer may be orally or in writing.

**STEP TWO**

If a satisfactory settlement is not reached in Step One, the grievant must put his grievance in writing and give or send a copy of same to the Chairman of the Police Committee of Borough Council and the Union. The Chairman of the Police Committee of Borough Council and a representative of the Union shall meet within five (5) days from the date the grievance was appealed to Step Two in attempt to settle the dispute. Such meeting shall be held within five (5) working days from the date such request is made. A written answer must be given by the Chairman of the Police Committee of Borough Council within three (3) days after such meeting.

**STEP THREE**

In the event no agreement is reached, either the Union or the Borough may, upon written notice to the other within ten (10) working days after the receipt of the notice in the previous step, appeal the grievance to final and binding arbitration.

## **ARBITRATION**

1. The parties shall first attempt to mutually agree upon an impartial arbitrator. If the parties are unable to so mutually agree within five (5) days after request for arbitration is received, then the Borough and the Union shall request the Bureau of Mediation of the Commonwealth of Pennsylvania to submit the names of seven suggested arbitrators. Each party shall alternately strike a name until one name remains. The Borough shall strike the first name. The person remaining shall be the arbitrator.

2. The cost of arbitration, including the expense of the arbitrator, the hearing room and the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be shared equally by the parties. Fees paid to the arbitrator shall be based on a schedule established by the Bureau of Mediation of the Commonwealth of Pennsylvania.

3. The decision of the arbitrator shall be final and binding but in no way modify or amend the terms of this Agreement.

B. Saturdays and Sundays and designated Holidays shall not be included in the time limit set forth in this Section.

## **ARTICLE XIX NON-DISCRIMINATION**

The Borough and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, mental handicap, physical handicap, sex, national origin or age, nor will they limit, segregate or classify officers in any way to deprive any individual officer of employment opportunities because of race, color, religion, mental handicap (non-job related), physical handicap (non-job related), sex, national origin or age. The Borough and the Union agree that there will be no discrimination by the Borough or the Union against any officer because of his or her membership in the Union or because of any officer's lawful activity and/or support of the Union.

## **ARTICLE XX SEPARABILITY AND SAVINGS CLAUSE**

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. Any masculine term as used herein shall include the feminine and vice versa.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restricted as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the Borough, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this contract to the contrary.

**ARTICLE XXI  
EFFECTIVE DATE AND TERMINATION**

This Agreement shall go into full force and effect as of the FIRST day of JANUARY, 2023, and shall continue in full force and effect until the LAST day of DECEMBER, 2025, unless another effective date or termination date is specifically provided herein.

**IN WITNESS WHEREOF**, the parties hereunto have caused these presents to be signed by their duly authorized officers and agents this 7<sup>th</sup> day of March, 2023.

OHIOVILLE BOROUGH  
6268 Tuscarawas Road  
Industry, PA 15052

OHIOVILLE POLICE  
BARGAINING COMMITTEE

BY: Nathan Shry  
President of Council

BY: Joseph A. Strate

ATTEST:

Natalie Allie  
Secretary

WITNESSED:

George M. Ryer  
[Signature]