

## **COLLECTIVE BARGAINING CONTRACT**

By and between

**SOUTH BEAVER TOWNSHIP**, a Township of the second class situate in Beaver County, Pennsylvania, hereinafter referred to as the “Township”,

and the

**SOUTH BEAVER TOWNSHIP POLICE BARGAINING UNIT**, the collective bargaining unit of and for the personnel of the South Beaver Township Police Department as registered with and certified by the Pennsylvania Labor Relations Board, hereinafter referred to as the “Bargaining Unit”.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the Township and Bargaining Unit agree as follows:

**1. TERM OF CONTRACT:** The term and provisions of this contract shall extend and be applicable for a period of four (4) years from **January 1, 2023** to and through **December 31, 2026**.

In the event, The Township faces financial constraints at anytime during the four year period of this contract and makes a determination as a result of said financial constraints, that budget cuts and or employment layoffs of the members of the collective bargaining unit are necessary, the Township shall notify the Collective Bargaining unit of the pending budget/ employment cuts prior to them being made. The collective bargaining unit, at its sole discretion may opt to reopen the contract and negotiate new terms in an attempt to relieve the financial constraints that may lead to said budget/ employment cuts.

**2. RECOGNITION OF BARGAINING UNIT:** The Township heretofore and does again hereby acknowledge recognition of the Bargaining Unit, namely the South Beaver Township Police Bargaining Unit, as the collective bargaining unit for the South Beaver Township Police Department as to both full-time and part-time personnel that are members of the said Bargaining Unit.

**3. PRIOR AGREEMENTS:** This contract is the ninth (10<sup>th</sup>) contract or agreement by and between the Township and the Bargaining Unit, and the parties hereto acknowledge and recognized that the only prior contracts or agreements between the Township and the Bargaining Unit were the Collective Bargaining Contract for the two (2) year period of January 1, 1995 through December 31, 1996; Collective Bargaining Contract for the four (4) year period of January 1, 1997 through December 31, 2000; Collective Bargaining Contract for the four (4) year period of January 1, 2001 through December 31, 2004; and Collective Bargaining Contract for the four (4) year period of January 1, 2005 through December 31, 2008; Collective Bargaining Contract for the four (4) year period of January 1, 2009 through December 31, 2012; Collective Bargaining Contract for the four (4) year period of January 1, 2013 through December 31<sup>st</sup> 2016; Collective Bargaining Contract for the two (2) year period of January 1, 2017 through December 31, 2018; The Collective Bargaining Contract for the four (4) year period of January 1, 2019 through December 31, 2022. This contract is and will be the sole contract between the parties for the period of its aforesaid stated term.

**4. PROVIDING OF COPIES OF CONTRACT:** Copies of this contract upon and after signing hereof by the parties shall be supplied and/or delivered by the Township to each member of the Bargaining Unit.

**5. PROVISIONS FOR SALARY/WAGES:** During the term of the Contract, wages to be paid by the township are as follows:

	2023 (1 <sup>st</sup> year 3.07 LT) (3.02 F/T and 1.00 P/T)	2024 (2 <sup>nd</sup> year 3%)	2025 (3 <sup>rd</sup> year 3%)	2026 (4 <sup>th</sup> year 3%)
Lieutenant Wage:	\$26.70	\$27.50	\$28.32	\$29.16
Patrolman Wage:	\$26.00	\$26.78	\$27.58	\$28.40
Patrolman Part-time Wage:	\$21.60	\$22.24	\$22.90	\$23.58

The aforesaid wage rates provide: For Lieutenant 1<sup>st</sup> year \$3.07, Full time Patrolmen 1st year \$ 3.02 and Part-Time Patrolman 1<sup>st</sup> year \$1.00 per hour increase, with a 3% increase per hour for each calendar year 2024, 2025, 2026. (depending on the length of contract).

**6. LONGVITY:** No additional compensation, salary and/or wages are due and payable to members of the Bargaining Unit based on longevity or number of years of service/employment by the Township.

**7. RANK DIFFERENCE:** The difference of compensation and/or wages of Lieutenant, Patrolman and Part-Time Patrolman is set forth in paragraph 5 supra.

**8. SHIFT DIFFERENTIAL:** No additional compensation, salary and/or wages, or variation of compensation, salary and/or wages is or shall be applicable on the basis of shift worked or scheduled for a member of the Bargaining Unit.

**9. EDUCATION ALLOWANCE:** In the event a member of the Bargaining Unit attends a required or mandatory, training session, and/or other approved educational or training update requirement relative to being a police officer for the Township at the time other than the members normally scheduled duty shift, he or she shall be paid his or her normally hourly rate therefore.

**10. CLOTHING ALLOWANCE:** The Township shall pay and provide for normal wear and tear replacement of uniform clothing/uniform apparel for each member of the Bargaining Unit, up \$600.00 per year for each full-time officer and up to \$400.00 per year for each part-time officer. The cost of purchase of firearms and related duty equipment is not included in this clothing allowance allotment. Also not included within said clothing allowance allotment or expense, is the cost of any uniform clothing and/or wearing apparel and equipment of a member of the Bargaining Unit that is damaged and destroyed in the line of duty/performance of his/her employment responsibilities, which damaged/destroyed uniform clothing

and/or wearing apparel and equipment will be repaired and/or replaced by the Township. Purchases being made by members of the bargaining unit shall notify the Chief and receive his/her approval for items prior to their purchase outside of what is listed on the standard uniform issue sheet kept by the Chief and the retailer selling said items. The standard uniform issue sheet may be altered at the sole discretion of the Chief of Police based on the needs of the dept. to allow its employees to continue in the performance of his or her duties.

**11. SIDE-ARM FIREARMS:** The Township shall purchase, own, maintain and provide for the use of the Lieutenant and each-full time Patrolmen and each part-time patrolman in the performance of their duties as a member of the South Beaver Township Police Department, a Side-Arm Firearm. The make, style or type, and caliber of said Firearm shall be selected by the Chief of Police subject to the approval of the Board of Supervisors.

**12. BODY ARMOR:** The Township shall purchase, own, and provide for the use of each member of the Bargaining Unit in the performance of their duties as a member of the South Beaver Township Police Department, body armor consisting of a bullet resistant vest or such other standard type of body armor apparel similarly available on the market for use by police personnel. The Township will also purchase replacement body armor for an officer when his or her body armor reaches its manufactures expiration date.

**13. SCHEDULING:** Scheduling of shift duty of the Police Department personnel will be completed by the Police Chief. Seniority will be used for scheduling of vacation time only. The employees will be permitted to trade shift duty voluntarily with each other but must inform the Police Chief and such change must be logged on the duty roster. No voluntarily trade of shift duty in itself is to result in any personnel exceeding forty (40) hours regular duty time per week.

**14. OVERTIME PAY:** Members of the Bargaining Unit shall and will receive overtime pay for work time over a forty (40) hour work week. In the event an officer shall be called out on duty during said member's regularly

scheduled vacation, hours worked during said vacation period shall be paid at said members overtime pay rate at one and one half (1 1/2) times regular rate.

**15. COURT/HEARING TIME FOR OFF-DUTY PERSONNEL:** Off-duty personnel of the Bargaining Unit, i.e. when attending judicial proceedings when not scheduled for a regular duty shift, shall be paid/compensated for attendance of Court or Magistrate proceedings as follows:

**Court House**

Paid for three hours (3), and thereafter, his/her regular hourly rate for time involved after three hours.

**Magistrate's Office**

Paid for two (2) hours, and thereafter, his/her regular hourly rate for time involved after one hour.

**16. STANDBY/ON CALL PAY:** No compensation is or shall be payable for personnel being assigned to a Stand-by/On Call status. If personnel is called out for duty, non-salaried personnel will be paid for a two (2) hour minimum, or actual time out on duty if longer. Actual time out will be included in non-salaried weekly time for determining overtime rates of pay.

**17. PAID HOLIDAYS:** The following listed Holidays will be paid Holidays for full-time members of the Bargaining Unit, with such Holidays being observed on the calendar date of each, for the twenty-four (24) hour period from midnight to midnight:

NEW YEARS DAY	LABOR DAY
MEMORIAL DAY	THANKSGIVING DAY
GOOD FRIDAY	CHRISTMAS DAY
FOURTH OF JULY	

Plus four (4) extra Personal Holidays, on and for a day selected by the Lieutenant or full-time patrolmen, provided he or she must make written request to the Chief of Police for such Personal Holidays to be scheduled as off-duty Personal Holidays for the requestor, a minimum of five (5) full days prior to the dates he/she selects such day to be his/her Personal Holidays. At the sole discretion of the Chief of Police per his completing a work roster for the Police Department, the Chief of Police may waive said five (5) day written request period.

If one of the above specified Holidays, other than the extra Personal Holidays, is observed and/or occurs on the weekend, another day may be taken off by full-time personnel for the Holiday. One and one-half (1 ½) hourly compensation rate will be paid by the Township to non-salaried personnel for working the evening shift (3-11) on Christmas Eve and New Years Eve.

**18. PERSONAL DAYS:** With exception of the extra Personal Holidays detailed in paragraph 17 above, no personal days with pay for personnel to take-off from work at the employee's sole discretion are granted.

**19. VACATIONS:** Paid vacations eligibility periods for full-time personnel are as follows:

One (1) weeks vacation after one (1) full year of service;  
Two (2) " " at the start of the third (3<sup>rd</sup>) calendar year of service;  
Three (3) " " at the start of the sixth (6<sup>th</sup>) calendar year of service;  
Four (4) " " at the start of the tenth (10) calendar year of service;

Two (2) days additional vacation at the start of the fifteenth (15) calendar year of service;

Two (2) days additional vacation for every 5 additional years past 15 years of service not to exceed a maximum of 6 total weeks of vacation;

Vacation not taken within the year may not be carried over to the next year. Subject to approval of the Police Chief and Board of Supervisors,

compensation, i.e. regular weekly and/or daily pay, may be taken in lieu of vacation time.

**20. SICK LEAVE:** Full-time personnel are eligible and will be paid for three (3) sick days only per each calendar year of this agreement. Sick days not used by full-time personnel of the Police Department, will be paid unto the full-time personnel at the end of each calendar year of the agreement. If feasible, such unused sick leave compensation may be paid prior to Christmas Day of each calendar year, but in the event such payment is so timely made and the full-time employee is off work due to sickness after payment and prior to the end of the calendar year, such early payment is deemed prepayment of such sick day benefit.

**21. BEREAVEMENT LEAVE:** Full-time personnel are granted and eligible for up to three (3) consecutive normally scheduled work days for bereavement leave, with pay, provided one day has to be the day of the funeral. Family relationship for bereavement leave is to include immediate family, i.e. spouse, child, brother, sister and/or parent or parent-in-laws. Time thus compensated will not be counted as hours worked for determining overtime pay status.

**22. MEDICAL INSURANCE:** The Township shall maintain the same group plan as present, or a group plan substantially the same as present, if not better for full-time employees. The Township reserves the right to change the group plan and medical insurance coverage provider/company. Premiums for said medical insurance coverage shall be covered and paid by a payroll deduction of ten percent (10%) of the premium from each full-time member of the Bargaining Unit, with the balance thereof being paid by the Township. The member shall sign a payroll deduction authorization and file same with the Township relative to this payroll deduction provision.

**23. LIFE INSURANCE:** The Township shall provide for and as to each full-time personnel while in employ of the Township, a Twenty Thousand and No/100 (\$20,000.00) Dollar life insurance policy.

**24. MEDICAL INSURANCE AFTER RETIREMENT:** None; The Township does not nor will not provide medical insurance coverage to retired personnel

**25. PENSION, RETIREMENT BENEFITS:** The Township shall institute and maintain the retirement plan based on full-time years of service for full-time policemen per Ordinance No. 65 of the Township and the South Beaver Township Police Pension Plan Agreement executed February 12, 2003 by and between the Township and the Pennsylvania Municipal Retirement Board pursuant to said Ordinance.

**26. DISABILITY AND BENEFITS:** In addition to sick leave above, if a full-time employee who has completed a full year of service with the Township is off for an extended period of time during each calendar year included in the Agreement due to major illness, hospital confinement, heart condition, broken arm or leg during:

(a) one disability period annually during a calendar year, full pay may be received and shall be paid to such full-time personnel for four (4) weeks of disability, and if disability continues beyond such four (4) week period, then up to an additional four (4) weeks at one-half his/her regular pay; and

(b) one disability period annually during a calendar year, health insurance coverage will be provided/continued by the Township at the current status/coverage of same at the time of commencement of the disability for a period of three (3) months. After three months, the employee during disability absence may continue such coverage via payment of the full premium due to maintain such coverage.

The employee shall submit such records of the medical condition as necessary to provide documentation thereof in the Township's file.

**27. WORKERS COMPENSATION:** The present system of workmen's compensation coverage and benefits shall remain in effect.

**28. UNION SECURITY – AGENCY SHOP – CHECKOFF:** The Township will not participate in assuring union security, agency shop or checkoff concepts relative to membership of and within the Bargaining Unit.

**29. LEAVE FOR UNION BUSINESS:** Permission will be granted by the Township to the Bargaining Unit's designated/authorized personnel for leave of absence from duty to conduct or participate in necessary

business/activities of the Bargaining Unit; such time off from duty is and shall be without pay.

**30. BILL OF RIGHTS/GRIEVANCE PROCEDURE:** Rights and/or grievance procedures are and shall continue to be governed by and in accordance to the Police Tenure Act (Act No. 144 of June 15, 1951, P.L. 586, as amended).

**31. LEGAL AID:** The Township shall provide legal aid and representation to personnel of the police department as presently applicable by law as to legal matters arising from on-duty activities of and by a police officer.

**32. REDUCTION IN FORCE:** The Township alone, at the sole discretion of the Board of Supervisors, shall decide whether it is necessary for a layoff due to budget responsibilities and/or assessment of needs of the Township. Layoff or reduction of police department personnel, if necessary, will be by reverse order to date of hire with part-time personnel being laid off first.

**33. PAST PRACTICES:** This is the tenth contract by and between the Township and the bargaining Unit. No prior practices, unilaterally perceived by any party, or asserted prior practices if any, are deemed applicable or a contractual right by and between the Township and/or the personnel of the Bargaining Unit as to the terms and provisions of this contract, and the waiver and/or failure of either party to enforce the provisions of the initial contract shall not be deemed or asserted at any time to obligate waiver or non-enforcement of the terms and provisions of this contract during its term.

**34. DEDUCTION OF MEMBERSHIP DUES:** The Township will and shall not deduct dues assessed by the Bargaining Unit as to its members; the Bargaining Unit must arrange direct voluntary payment of dues by members.

**35. GENERAL PROVISIONS:** This Contract is the entire agreement by and between the Township and the Bargaining Unit; no verbal statement or other amendments, except a written amendment agreed upon and signed by the parties into a written amendment to this Collective Bargaining Contract shall be effective. Nothing herein shall supercede, or permit violation of, the Second Class Township, The Police Tenure Act, any Pension Statute or Act,

Workers' Compensation Statutes, or any other legislation of the Commonwealth of Pennsylvania. Should any paragraph, sentence or clause of this Contract be held unlawful, void and/or unenforceable by a Court of competent jurisdiction such decision of the Court shall not affect the validity or impair any of the remaining sections, clauses, parts, or words of this contract; The provisions of this Contract being thus severable and declared valid. Upon and in the event of the issuance of such a Court decision, the Township and Bargaining Unit agree immediately to negotiate a substitute provision for the invalidated paragraph, sentence or clause.

**In WITNESS WHEREOF**, intending to be legally bound hereby, the parties have hereunto set their hands and seal on the day and year respectively set forth hereafter by their respective signatures, in accordance to the approval of all and/or a majority of the Board of Supervisors of the Township and member of the Bargaining Unit.

Attest:

South Beaver Township

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_ (SEAL)  
Chairman of the Board of Supervisors  
Dated: \_\_\_\_\_, 2022

Witness:

SOUTH BEAVER TOWNSHIP  
POLICE BARGAINING UNIT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Nathan E. Clendennen Authorized  
Bargaining representative and signer  
Dated: \_\_\_\_\_, 2022