

## AGREEMENT

**THIS AGREEMENT**, made this 13<sup>th</sup> day of November, 2023 by and between the **TOWNSHIP OF BRIGHTON**, (hereinafter referred to as "Township") and the **BEAVER VALLEY LODGE 4 FRATERNAL ORDER OF POLICE** on behalf of the Brighton Township Police Bargaining Unit (hereinafter collectively referred to as "FOP").

### WITNESSETH:

**WHEREAS**, the FOP, and the Township of Brighton are parties to an existing employment Agreement for a term expiring December 31, 2023; and

**WHEREAS**, the parties hereto are desirous of updating and extending the employment Agreement; and

**WHEREAS**, the FOP, pursuant to Act 111 of the Commonwealth of Pennsylvania notified the Township of their desire to enter collective bargaining and negotiations for wages and benefits for the years 2024, 2025, 2026, 2027 and 2028; and

**WHEREAS**, an accord was reached as a result of said collective bargaining session and the parties desire that the result of the aforementioned negotiations be reduced to written contract;

**NOW, THEREFORE**, the parties hereto, intending to be legally bound hereby, do covenant and agree as follows:

### ARTICLE I

The Board of Supervisors of the Township of Brighton does hereby recognize the right of the FOP to represent the Brighton Township Police Officers Association as a bargaining unit in all matters, including negotiating their terms and conditions of employment.

### ARTICLE II

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

1. The right to direct employees of the Department;

2. The right to hire, promote, transfer, assign, and retain employees in a position within the Department, and to suspend, demote, discharge, or take other disciplinary action against employees, except as limited by applicable laws and regulations;
3. The right to establish, combine or abolish job classifications or the job content of any classification.
4. The right to relieve employees from duties because of a lack of work or for any other legitimate reason;
5. The right to maintain efficiency of the Department and to set standards for the safety of the public;
6. The right to determine the methods, means and the number of personnel by which the department is to operate; and
7. The right to take whatever action may be necessary to carry out the mission of the Department in situations of emergency.

### **ARTICLE III**

#### **WAGES AND HOURS**

1. Officers shall have a base salary as follows:

<b>Patrolman</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
	+5.00%	+4.00%	+4.00%	+3.25%	+3.25%
	\$80,667	\$83,894	\$87,250	\$90,086	\$93,013

- A. Officers with, or promoted to, the rank of Corporal during the term of this contract will receive a base salary increase of \$1,750 over and above the patrolman rate for the specified year.
- B. Officers with, or promoted to, the rank of Sergeant or Detective Sergeant during the term of this contract will receive a base salary increase of \$3,250 over and above the patrolman rate for the specified year.
- C. Officers with, or promoted to, the rank of Captain during the term of this contract will receive a base salary increase of \$5,000 over and above the patrolman rate for the specified year.

- D. Patrolman hired during the term of this contract will receive a specified percentage of the base salary of a patrolman as specified in ARTICLE III.1 in accordance with the following table:

<b>1<sup>st</sup> Year</b>	<b>2<sup>nd</sup> Year</b>	<b>3<sup>rd</sup> Year</b>	<b>4<sup>th</sup> Year</b>	<b>5<sup>th</sup> Year</b>
80%	85%	90%	95%	100%

2. Full-Time Police Officers shall receive in addition to their regular wages a shift differential for hours worked during the following shifts:
  - A. Fifty cents (\$0.50) per hour for all hours worked beginning, or during a scheduled shift between the hours of 3:00 P.M. and 11:00 P.M.
  - B. Seventy-five cents (\$0.75) per hour for all hours worked during a scheduled shift between the hours of 11:00 P.M. and 7:00 A.M.
3. Each full time Police Officer shall work a forty (40) hour week, composed of five (5) days of eight (8) hours each, the compensation for which will be covered by the Officer's base salary. Should the Police Officer be required to work more than forty (40) hours per week, the Officer will be paid time and a half (1.5) for all hours worked in excess of forty (40)
4. Any open or call off shift that would result in overtime pay for any part time officer (with the exception of those Holidays for which they receive pay at 1.5 times their normal rate) will first be offered to a full time Officer covered under the terms of this contract. The manner of rotating overtime among the full time Officers will be subject to Township approval. Nothing herein prohibits the use of part time officers paid at their straight time rate to fill available shifts prior to calling a full time Officer for overtime.
5. In addition to the regular annual base pay and overtime, as the same may be earned, the Township shall pay, during the term of this Agreement, a longevity payment calculated on the following basis:

<b><u>YEARS OF SERVICE COMPLETED</u></b>	<b><u>ANNUAL PAYMENT</u></b>
5 to 9	\$400.00
10 to 14	\$600.00
15 to 19	\$750.00
Over 19 Years	\$900.00

The annual longevity payment shall be made during the first regularly scheduled pay period in December. Date of hire shall be used to determine years of service completed at the time the annual longevity payment is due and payable.

## ARTICLE IV

### INSURANCE

1. The Township will pay monthly medical/hospitalization premiums over the life of this Agreement based on the current monthly composite rate of \$2,210.68 effective January 1, 2023. The Township will continue to pay the monthly premiums for the insurance renewals effective January 1 of each year. Effective January 1, 2024 Officers shall contribute ten-percent (10.0%) towards the cost of health, drug and other insurance coverages provided within the #261 Teamsters Health & Welfare Fund Insurance Package.

For purposes of explanation: The annual premium cost effective January 1, 2024 will be divided by 2,080 to determine an hourly withholding rate. The calculated hourly withholding rate will be multiplied by 80 hours, and that amount shall be withheld from each officers bi-weekly pay received after January 1, 2024.

The amount of the hourly contribution will change effective with any rate change for the health, drug and other insurance coverages provided within the #261 Teamsters Health & Welfare Fund Insurance Package.

2. Should any Police Officer, his spouse and all dependent members of his family, become insured under another hospitalization plan providing benefits to the insured comparable to those provided under the Township plan, then such Police Officer shall be entitled to additional compensation equal in amount to one-half of the Township's premium to enroll the Police Officer, the Officer's spouse and all dependent members of the Officer's family in the Township hospitalization plan, should the Officer elect to discontinue Township provided insurance. Said reimbursement will only be up to 45% of the amount, after applying the Officer's contribution deduction established under Section 1 above.
3. Dental insurance coverage will be provided for each full time Police Officer, the Officer's spouse and all dependent members of the Officer's family as shall be permitted under the terms of the policy issued by the Township's insurance carrier.
4. Each full time member of the Police Department will be reimbursed for expenses incurred for the Officer, spouse, and dependent members of the Officer's family, up to a maximum of \$300 per calendar year for eye examinations and eyeglasses. Unused balances cannot be accrued.
5. Life insurance will be purchased by the Township insuring the life of each full time Officer in the amount of \$50,000. Each Officer shall have the right to designate the beneficiary for the insurance coverage.

## ARTICLE V

### PENSION

The Township will provide full pension benefits as specified in Resolution No. 94-18 of 1994, as amended by Resolution Nos. 1995-33, 2004-14, 2007-13 and 2020-11, cited as the "Police Pension Fund Resolution of the Township of Brighton."

## ARTICLE VI

### VACATIONS, HOLIDAYS AND PERSONAL DAYS

1. Each full time Police Officer will be entitled to vacation time off dependent upon his completed full years of employment as a full time Officer, as follows:

Years Completed	Days Vacation
Less than one (1)	5 days (after 6 months)
One (1) to Five (5)	10 days
Six (6) to Eleven (11)	15 days
Twelve (12)	20 days

Vacations may be requested and shall be taken in full day increments provided that proper and adequate staffing is assured. Approval of all requests by the Chief of Police is required. After vacations are approved by the Chief of Police, emergencies on the part of the Township may preempt such approvals.

2. Each full time Police Officer shall be entitled to ten (10) paid holidays per year, to wit:

1. New Year's Day*	6. Veteran's Day*
2. Good Friday*	7. Thanksgiving Day*
3. Memorial Day*	8. Day After Thanksgiving#
4. Independence Day*	9. Day Before/After Christmas#
5. Labor Day*	10. Christmas Day*

3. An Officer who is required to work on any of the holidays designated by an asterisk (\*) will be paid one and one-half (1.5) times the Officer's regular rate of pay in addition to 8 hours holiday pay. An Officer who is required to work on any of the holidays designated by an asterisk (#) will be paid straight time (1.0) times the Officer's regular rate of pay in addition to 8 hours holiday pay.
4. Each full time Police Officer shall be entitled to three (3) personal leave days per year with pay. Due to the nature of emergency services provided by the Department, each Officer shall request personal leave sufficiently in advance to ensure proper staffing.

## **ARTICLE VII**

### **BEREAVEMENT LEAVE**

In the event of a death within the immediate family of the Police Officer, including spouse, parents, step-parents, mother-in-law, father-in-law, grandparents, sister, brother, children, step-children, grandchildren or step-grandchildren of the Officer, the Officer shall be entitled to three (3) days off with pay for the purpose of attending the funeral and arrangements incidental thereto.

In the event of a death within the immediate family of the Police Officer, including, sister-in-law, brother-in-law, aunt or uncle of the Officer, the Officer shall be entitled to one (1) day off with pay for the purpose of attending the funeral and arrangements incidental thereto.

## **ARTICLE VIII**

### **SICK LEAVE, HEART AND LUNG ACT AND WORKERS' COMPENSATION AND OCCUPATIONAL DISEASE ACT**

1. Each Officer hired prior to January 1, 2002 shall be permitted sixty (60) days of sick leave each calendar year at full salary. Officers shall not receive payment for unused sick leave. Sick leave cannot be accrued.
  - A. Officers hired on or after January 1, 2002 will accrue sick days at a rate of one (1) day per month of full-time service. Officers may accrue up to seventy-five (75) days of sick leave.
  - B. Faithful Attendance: To reward faithful attendance in each calendar year an Officer will receive, shortly after the close of the calendar year, a lump sum payment, less any legally required deductions, in accordance with the following schedule, depending upon his use of sick days during the preceding year:

<b><u>Sick Day(s) Used</u></b>	<b><u>Payment</u></b>
None (0)	\$425
One (1)	\$300
Two (2)	\$150
More than Two (2)	\$0

2. Nothing contained herein shall alter or expand the rights of Officers or obligations of the Township which arise pursuant to the applicable provisions of the Heart and Lung Act, Act 193 of 1935, as amended, or the Workers' Compensation and Occupational Disease Act, Act of June 2, 1915, as amended. In the event an Officer is receiving compensation from the Township pursuant to the provisions of the

Heart and Lung Act, and is also eligible for workers compensation pay, said workers compensation pay shall be signed over to the Township.

## **ARTICLE IX**

### **CLOTHING ALLOWANCE**

Each full time Officer shall be permitted an annual clothing allowance of \$850 per calendar year.

Unused clothing allowance may be carried over from one (1) calendar year to the next. Carried over clothing allowance must be used by March 30<sup>th</sup> of the year carried into. Expenditure of said funds shall be subject to approval by the Chief of Police.

## **ARTICLE X**

### **COURT TIME, JUDICIAL APPEARANCES**

1. Any time spent by an Officer in attendance as a subpoenaed witness for any party to litigation, or for the municipality or the Commonwealth, as a result of a matter arising from the scope of their employment as a Police Officer in any criminal, quasi-criminal or civil matter or proceeding shall be considered work time. Any Officer obliged to attend court or other judicial proceedings while on duty, shall not be entitled to any compensation unless said attendance exceeds the scheduled end of said officer's shift, in which case, the Officer shall be entitled to overtime compensation, only, for said additional time. If an Officer is required to attend Court at any time which is not part of the Officer's regularly scheduled work shift, said Officer shall be entitled to overtime compensation.
2. Should an Officer be required to be in Central Court on a regularly scheduled day off, said Officer shall be paid for a minimum of four (4) hours. Should an Officer be required to appear before a District Magistrate, on a regularly scheduled day off, said Officer shall be paid for a minimum of two (2) hours.
3. In the event an Officer is required to use his personal vehicle to attend a Court or District Justice hearing, the Officer shall be reimbursed by the Township at the permitted IRS rate per mile for each mile so driven. Mileage shall be computed from the officer's duty station to the location of said hearing and return therefrom. The Township shall also reimburse said Officer for reasonable parking expenses incurred in pursuit of such attendance.
4. The provisions of this Article shall apply to time spent as a witness for an Investigating Grand Jury, Criminal Trials, Criminal Pre-Trial Hearings, Sentence Court, Civil Court, Coroner's Inquest, A.R.D. Hearings, Plea Bargaining Sessions, Miscellaneous Court Hearings, Preliminary Hearings, Hearings before the Department of Revenue or Transportation Hearing Examiner, Hearings before a

Pennsylvania Liquor Control Board Hearing Examiner, Hearings before other Commonwealth of Pennsylvania agencies or any other Court or Court related session, as authorized, in advance, by the Chief of Police.

## **ARTICLE XI**

### **FALSE ARREST/LIABILITY INSURANCE**

The Township shall provide each officer with insurance coverage to protect the Officer against any claims of false arrest or other liability assertions for acts arising in the course of employment as a Police Officer.

## **ARTICLE XII**

### **PART TIME OFFICERS**

1. Part Time Officers shall receive a minimum hourly pay rate as follows:

<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
\$24.00	\$25.00	\$26.00	\$27.00	\$28.00

2. Part Time Officers who work on a holiday designated by an asterisk (\*) in ARTICLE VI.2 shall be paid one and one-half (1 ½) times the officer's pay rate.
3. A Part Time Officer required to attend Central Court on a regularly schedule day off shall be paid a minimum of four (4) hours. A Part Time Officer required to attend a District Magistrate hearing on a regularly schedule day off shall be paid a minimum of two (2) hours. Any cumulative total of hours worked and hours paid for court that exceed forty (40) hours in a week shall be paid at one and one-half (1 ½) times the officer's pay rate.
4. Part Time Officer shall be provided uniforms, including duty weapon and ballistic vest determined necessary by the Chief of Police. Expenditure of said funds for these items shall be subject to approval by the Chief of Police.

## **ARTICLE XIII**

### **AS IS**

Existing benefits not specifically set forth herein or modified, repealed, or amended in whole or in part hereby, expressly or by implication, shall continue in full force and effect for the duration of the Agreement.

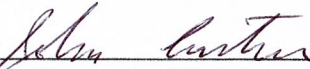
## ARTICLE XIV

### TERM

This Agreement shall become effective January 1, 2024 and shall expire December 31, 2028.

IN WITNESS WHEREOF, we, the undersigned, on behalf of ourselves and in our representative capacities, intending to be legally bound hereby, have hereunto set our hands and seals this day and date first above written.

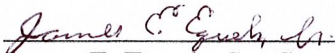
#### BRIGHTON TOWNSHIP BOARD OF SUPERVISORS

By:   
John Curtaccio, Chairman

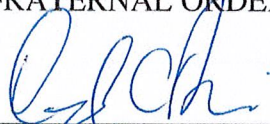
  
Marl Piccirilli, Vice Chairman

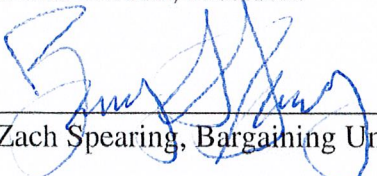
ATTEST:

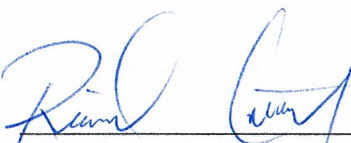
  
Bryan K. Dehart, Secretary

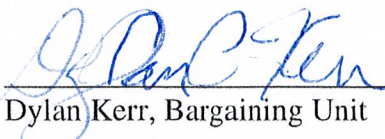
  
James E. Equels, Sr., Supervisor

#### BEAVER VALLEY LODGE 4 FRATERNAL ORDER OF POLICE

  
David C. Piuri, President

  
Zach Spearing, Bargaining Unit

  
Rich Gianvito, Bargaining Unit

  
Dylan Kerr, Bargaining Unit