

PROPOSAL FOR AGREEMENT

BETWEEN

THE TOWNSHIP OF FRANKLIN

AND

THE BEAVER VALLEY LODGE 4

FRATERNAL ORDER OF POLICE

CONTRACT TERM

JANUARY 1, 2024 – DECEMBER 31, 2026

Agreement

This agreement is made and entered into this November 20, 2023, and effective January 1, 2024, by and between the Township of Franklin hereinafter called the "Employer", and the Beaver Valley Lodge 4 Fraternal Order of Police, hereinafter called "FOP".

Article 1 Recognition

Section 1. The employer hereby recognizes the FOP as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all police department employees described herein.

Section 2. The term "employee" when used in the agreement refers to the township police lieutenant, sergeants, corporal and patrolmen, both full-time and part-time.

Section 3. For this agreement and for definition purposes throughout every article of this agreement, full-time employees shall be defined as those police officers who are regularly scheduled forty (40) hours per week.

Article 2 Non-Discrimination

Section 1. The parties hereto agree not to discriminate against any employee based on the basis of his or her race, religious creed, color, national origin, age, pregnancy, sex, marital status, and non-work related handicaps.

Section 2. The employer agrees not to interfere with the rights of the employees to become members of the FOP.

Section 3. The use of male or he pronouns is for convenience only and is to be read as referring to both males and females.

Article 3 Maintenance of Membership

Section 1. All employees who are members of the FOP as of the date of this agreement, and all employees who hereafter become members of the FOP shall, as a condition of their employment, maintain their membership in good standing in the FOP for the duration of this agreement. Failure of any such Person to maintain his membership in good standing as required herein, shall upon written notice from the FOP to the employer and the employee, cause the employer to discharge such person.

Section 2. Fair share shall be paid by any unit employee who does not join the FOP. Administration of this section shall be in conformance with the Public Employer Fair Share Fee Law. The employer agrees to deduct the fair share from the second pay each month of said employee and forward it to the FOP Secretary Treasurer on or before the last day of the month for which the deduction is made. The FOP agrees to indemnify and hold harmless the employer from any and all claims, suits, or other form of liability which may arise as a result of the employer making the deductions required under Article 3.

Article 4 Managerial Rights

The management, direction, and control of the Franklin Township Police Department is vested exclusively in the Township which has the right to hire, suspend, discharge, promote, schedule, and transfer its employees and make such rules relating to its operation as it deem advisable, subject to the provisions of this agreement. This article is subject to other provisions of this agreement.

Article 5 Seniority

Section 1. Seniority shall be defined as the length of continuous service an employee has had with the employer from his original date of hire. Seniority shall accrue during absence due to layoff, disability due to accident or illness, or other authorized leaves of absence, provided it is not terminated in accordance to section 2 of this article.

Section 2. An employee's seniority shall be broken for any voluntary termination of employment, discharged for reasonable and just cause, failure to return from layoff after one (1) week of being notified, and layoff in excess of two (2) years due to lack of work.

Section 3. Seniority of employees who are hired the same day shall be determined by the application date and time.

Section 4. Layoff shall be made first among part-time employees and then from among full-time employees, in order of seniority starting with the least senior member. Full-time officers shall be recalled to part-time positions prior to part-time officers being called to part-time positions. However, in no event, shall the Township employ additional part-time positions, without first refilling the full-time positions. Recall from layoff shall be made first to full-time employees, in order of seniority, and then to part-time employees, in order of seniority.

Section 5. Layoffs, recalls after layoffs, vacation, personal days, and compensatory days, shall be in accordance with seniority.

Article 6 Hours of Work and Work Schedules

Section 1. The Chief of Police or his designee will prepare the work schedule for all employees.

Section 2. The workday shall be defined herein as twenty-four (24) consecutive hours, and the work shift shall consist of eight (8) consecutive hours.

Section 3. Procedure for filling a vacant shift offered to full-time then part-time. Mandatory overtime officer working would stay four hours over and the officer scheduled later would come in four (4) hours earlier. If unable to fill the shift the Chief of Police or his designee may elect to notify the Pennsylvania State Police to cover.

Section 4. An officer shall be compensated at the rate of time and one half (1 ½) for a minimum of two (2) hours for all off duty time and when a member is restricted as to where he may go or what he may do in order that he may return quickly to duty upon call. The compensation shall apply to all situations

where a member is alerted in connection with circumstances such as court appearances or any other circumstances which would necessitate being recalled at active duty status. The Chief of Police or his designee is the sole authority to authorize any stand by time.

Section 5. All officers shall be required to work overtime in the event of an emergency or at the Chief discretion that necessitates the working of such overtime.

Section 6. The work schedule for full-time officers shall be posted at least 30 days in advance. The work schedule for part-time officers shall be posted at least 7 days in advance.

Article 7 Hourly and Annual base Salary Schedule

Section 1. The following are the job classification of the employees covered by this agreement and the basic hourly wage rate of compensation such employee shall be paid in their respective job classification.

BASE ANNUAL SALARY

Full-time Police Officers shall be entitled to the following base annual salaries:

Hourly Rate	2024	2025	2026
Full-Time Officer	\$31.16	\$32.72	\$34.36
	20%	5%	5%
Part Time Officer	\$23.84	\$25.03	\$26.28
	10%	5%	5%

Section 2. The position of Lieutenant, Sergeant, and Corporal shall have a fifteen (15%) percent, ten (10%) percent, and five (5%) percent pay differential as currently applies. Percent's shall be based on full-time/part-time status. When instructing, Officer will receive Full-time Sergeant pay. When a Sergeant is instructing, he will receive 10% over his wage.

New part-time and full-time employees shall be considered probationary employees for a period of twelve (12) months from the date of hire. During the probationary period of hire, the Employer may discharge an employee with or without cause and such employee shall not have the recourse to the grievance/arbitration procedure for such discharge.

The probationary employee shall also include promoted employees. Supervisors & Management can reduce the rank of the probationary employee, if within a year time frame, the employee fails to perform his duties of his or her job.

Article 8 Court Appearance

Section 1. When an employee is needed to testify in a work-related case at either the District Justice or Court of Common Pleas, he/she shall be compensated as follows: Min hearing, 4 hours Court of Common Pleas and 3 hours for District Justice. Additional will be actual time.

Section 2. Court appearance all officers shall be paid their current hourly rate as established by this agreement.

Section 3. Employees required to attend court proceedings who incur parking fee expenses and or tolls shall be reimbursed for such expense and the employee must submit a validated receipt for such expense with thirty (30) days from the date which was incurred.

Article 9 Overtime

Section 1. All overtime shall be paid at the rate of time and one half (1 ½) for any hours excess of forty (40) per week, during an eight (8) hour scheduled workday. The Chief of Police or his designee must approve all overtime.

Section 2. Each officer shall be paid overtime for any work over forty (40) hours in a week. No compensatory time will be given.

Section 3. All officers shall be guaranteed a minimum of three (3) hours worked for each emergency call out, beginning at the time the officer receives the call out. A call out list shall be used starting with Full-time officers, in order of seniority and then Part-time officers in order of seniority. This call out list shall be used whenever overtime comes available for whatever reason.

Section 4. Eight hours (8) minimum for CPR, Hazardous Material, and First Aid Training for full-time officers or Part-time Officers who work over forty (40) hours. Otherwise Part-time officers will receive the normal rate of pay if not occurring during scheduled work.

Section 5. Two (2) hours minimum for mandatory meetings that is not during regular work hours. For Full-time officers or Part-time Officers who work over forty (40) hours. Otherwise Part-time officers will receive the normal rate of pay.

Section 6. Full-time officers understand that the Franklin Township Police Department is their priority. If a full-time officer elects to work outside employment, it will in no way interfere with their duties and responsibilities to the Township. If at any time the Chief of Police or the Franklin Township Board of Supervisors feel that the outside employment of a full-time officer is affecting his/her duties and responsibilities to the Township, the Chairman of the Supervisors shall appoint a committee to investigate. The committee shall consist of a member of the Board of Supervisors, the Chief of Police, and a representative of the Beaver Valley F.O.P. The findings and recommendations of the committee will be presented to the Board of Supervisors for action if necessary.

Article 10 Personal Leave

Section 1. All Full-time officers shall be entitled to personal leave with full pay and benefits if he has at least twelve (12) months of continuous service. The employer shall pay the employee who resigns his employment with the employer for all unused and entitled personal time at the rate of one hundred (100%) at his appropriate hourly rate on the next scheduled pay period after resigning. Any employee that is terminated shall not be eligible for personal leave and sick days.

Section 2. Selection of personal leave by employees shall be granted on a seniority basis and given to the Chief of Police a month in advance. No two (2) employees shall be on personal leave at the same time if it creates overtime. Request to change personal leave shall not be denied on the basis that creates overtime, unless the request falls within the provisions in this section.

Length of Personal Leave

After 1 Year Probationary Period	40 hours (5 workdays)
2 to 4 years	80 hours (10 workdays)
5 to 8 years	120 hours (15 workdays)
9 to 12 years	160 hours (20 workdays)
After 12 years	200 hours (25 workdays)

Article 11 Holidays

Section 1. Each officer shall receive eight (8) paid holidays each year. The days shall be New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve Day, & Christmas. The Department can substitute Good Friday for Easter Sunday.

Section 2. Full-time & Part-time Officers shall receive two and one half (2 ½) times the straight wage for a holiday scheduled to work.

Section 3. Holiday shifts will be 24 hours per Holiday except an additional 8-hour night shift on Christmas Eve & New Years Eve.

Article 12 Sick Leave

Section 1. Full-time officers shall receive five (5) days sick leave with pay per calendar year. Unused sick leave may be accumulated from year-to-year. An officer who has accumulated sick leave shall, upon retirement of employment, be paid for one-half (1/2) of their unused sick leave at the final regular rate received by the officer.

Section 2. The Township will allow one sick day per calendar year to be paid without a doctor's excuse; however it cannot be used the day prior or the day after any scheduled personal time. Any other sick time used requires a doctor's excuse upon return to work to be paid as sick time.

Section 3. The Beneficiary of an officer who dies prior to the voluntary termination of service shall be paid by the officer's accumulated unused sick leave at the time. The Beneficiary shall be paid the rate of one hundred (100%) percent of the officer's daily rate at the time of death.

Article 13 Funeral Leave

Section 1. Upon notice to the township of a death in the immediate family, the full-time officer will qualify for up to three (3) days off with pay. Payment for funeral leave shall be paid at the officer's basic straight time rate. Funeral leave shall be for the day prior to the funeral, the day of the funeral and the day after the funeral. Any other arrangements shall be made with the approval of the Chief of Police or his designee. Part-time officers shall receive funeral leave benefits limited only to workdays scheduled.

Section 2. Immediate family is defined as mother, father, spouse, children, brother, sister, grandparents, mother in law, father in law, stepfather, stepmother, stepchildren, and first cousins.

Article 14 Meals

Section 1. Employees shall have the option to take their meals at their place of personal preference and shall be permitted to travel one (1) mile from the borders of Franklin Township. Employees shall be entitled to use the kitchen utilities located at the township building. Employees shall remain on call during said times.

Section 2. In the event the employee is required out of county travel, he shall be reimbursed. A receipt for meals incurred by the employee shall be submitted to the Chief of Police and paid on the proceeding pay period.

Article 15 Uniform Allowance and Ammunition

Section 1. Each full-time officer shall be given a uniform allowance of:

2024	2025	2026
\$800	\$800	\$800

This sum shall be made available to each officer on the first pay-day of the calendar year. Purchases will be restricted to approved uniforms and equipment set by the Chief or his designee.

Part-time officers shall be given a uniform allowance of \$350.00 upon the completion of 150 hours of service. Upon the completion of 1,000 hours of service, part-time officers shall receive an additional uniform allowance of \$350.

Section 2. If there is a change of uniform, the cost shall be borne solely by the employer. Ammunition and body armor shall be at the sole expense of the employer. The Chief of Police can also designate additional funds for uniforms and equipment as necessary.

Article 16 Mandatory Education and Training

Section 1. Employees shall receive paid training each year that is mandated by Federal, State, or County Legislation. A minimum of sixteen (16) hours pay for MPOETC updates. All training is minimum hours stated, unless actual training time is more.

Article 17 Grievance Procedure

Section 1. A grievance is a dispute concerning the interpretation, application, or alleged violation of the specific terms or provisions of this agreement, including disputes involving disciplinary action. Any grievance arising between or among the township and the FOP or a non-probationary employee represented by the FOP shall be settled in the following manner in writing. The grievance procedure excludes new hire part-time or full-time probationary employees. Please see Article 7, Section 1.

Step One. Within ten (10) days of the date of the grievance arises, the employee shall notify the Chief in writing of its occurrence.

Step Two. The Chief shall reply to the grievance in writing within ten (10) days after the initial presentation of the grievance.

Step Three. If the aggrieved employee does not accept the Chief's decision as satisfactory, he may appeal the decision to the Police Supervisor within ten (10) days upon receipt of the Chief's decision.

Step Four. The Police Supervisor shall reply to the appeal within fifteen (15) days after the initial presentation of the appeal.

Step Five. The employee shall either accept the Police Supervisor's decision as satisfactory or appeal to the Township board of Supervisors within fifteen (15) days upon receipt of the Police Supervisors decisions.

Step Six. The Township Board of Supervisors shall reply to appeal within thirty (30) days after the next official board meeting following the receipt of the appeal.

Step Seven. If the grievance has not been satisfactorily resolved at Step Six, the FOP may appeal to arbitration within fifteen (15) days after the decision at Step Six has been rendered by the Township Board of Supervisors. A request for arbitration may be initiated by the FOP serving upon the Police Supervisor in writing of intent to proceed to arbitration. The notice shall identify the agreement provisions in dispute, the issue(s) to be determined, and the employee or employees involved. Upon receipt of a notice requesting arbitration the parties shall attempt to select an arbitrator. If the Parties cannot voluntarily agree upon the selection of an arbitrator, they shall notify the State Mediation and Conciliation Service of their desire to have that service submit to the parties a panel of seven (7) arbitrators. Each party shall alternately strike until one (1) name remains. The employee shall strike the first name. The person remaining shall be the arbitrator.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this agreement in arriving at a decision on the issue(s) presented and shall confine his decision solely to the application and interpretation of this agreement. The cost of arbitration shall be shared equally by the parties. Each Party shall bear the cost of preparing and presenting its own case. The arbitrators decision shall be final and binding on all parties. The time limits provided in this article may be extended by mutual agreement of both parties.

Article 18 Police Officer's Bill of Rights

Section 1. When an anonymous complaint is made against a police officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded. When a citizen complaint is filed, it must be done in writing, notarized, and signed by the complainant and filed no later than twenty (20) days from the alleged event. An internal investigation must take place concerning said complaint and all parties, whether subject or witness, must be part of the investigation.

Section 2. After said investigation, all information should be corroborated, reasonable and just cause must be found before charges are filed against any employee. The accused employee shall be notified orally and in written of the complaint and be forwarded a copy of said complaint within five (5) days upon completion of the initial investigation if the employer is going to file charges or take disciplinary action.

Section 3. A police officer, whether subject or witness, must be informed of the nature of any questioning before actual interrogation takes place. Upon any interrogation of a police officer under this article, where written statements, transcripts, or mechanical records are made, a FOP representative must be present if requested; a copy must be given to the police officer at the officer's expense. Such procedures will not be applicable for preliminary investigation during which the officer may simply be questioned about a complaint, incident, or event.

Section 4. Employees shall have the right, upon request, to review the contents of their personnel/employee file(s). The employee shall have the right to submit a statement concerning any material in his file(s). Such statement shall become part of the employees personnel/employee file(s). Copies shall be given to the employee at the expense of the employer. The cost of any written document shall be governed by the "Right to Know" law.

Section 5. Unless agreed to by the parties or ordered to do so by a court of competent jurisdiction neither the police officer nor the employer shall make public comments on the reason for any disciplinary action taken against any police officer.

Article 19 Legality

Section 1. Both parties hereto specifically agree that it is their intent that this agreement, under all circumstances and in every respect, shall comply with all applicable statutes, governmental regulations and judicial decision. In the event that some aspect of this agreement shall be found not to comply with applicable statutes, governmental regulations and judicial decisions, the parties shall immediately bargain concerning adjustments in the agreement designed to make the agreement comply with the applicable statute, governmental regulation or judicial decisions with which it is at odds.

Section 2. In the event any of these terms or provisions of this agreement shall be found invalid or declared unenforceable by reason of any Federal or State Statute directive, rule or regulation, now in effect or hereinafter to become effective, or by reason of the decision of any Federal or State Court, such invalidity or unenforceability shall not affect or impair any other or provisions hereof, unless the

other terms or provisions are directly affected by the selection declared invalid or unenforceable. The parties thereupon may, within thirty (30) days, meet to discuss said invalidity or unenforceability.

Article 20 Discharge or Suspension

Section 1. The employer shall not discharge nor suspend any non-probationary employee without reasonable and just cause. In all cases involving the discharge or suspension of a non-probationary employee, the employer must immediately notify the employee verbally of his discharge or suspension and the reason therefor. Then within five (5) work days notify the employee by letter. Such written notice shall also be given to the FOP grievance committee within five (5) days from the time of the discharge or suspension. New hire probationary employees, can be discharged with or without cause and shall not have the recourse to the grievance/arbitration procedure.

Section 2. A warning notice as herein provided shall not remain in effect for a period of more than twenty four (24) months from the date of the occurrence upon which the complaint and warning notice are based. Request to purge file must be requested in writing by the employee and approved by the Board of Supervisors. Any documentation in the employees personnel/employee file(s) exceeding twenty four (24) consecutive months, the employer shall not reference said material.

Section 3. Any employee discharged must be paid in full for all wages owed to him by the employer within fifteen (15) days from the date of discharge.

Section 4. A discharged or suspended non-probationary employee must advise the FOP in writing, within ten (10) days after receiving notification of such action against him of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the employer within ten (10) days from the date of the discharge or suspension.

Section 5. Should it be proven that an injustice has been done to a discharged or suspended non-probationary employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the FOP and employer are unable to agree as the settlement of the case, then it may be referred to the grievance machinery as set forth in this agreement, within ten (10) days after the notice of appeal is given to the employer.

Article 21 Subcontracting

Section 1. At any time during the term of this agreement, the township may reopen the contract to bargain over issues of subcontracting. Bargaining must commence within thirty (30) days of the association receiving written notice of the townships intent to reopen.

Article 22 Reopener Clause

Section 1. If at a regular open meeting, the three (3) members of the Township Board of Supervisors voted unanimously that there is a financial crisis in Franklin Township, the Township will pay for an outside auditing firm to verify the financial crisis. The agreement will then be reopened for negotiation.

Article 23 Policy Statement

Section1. Any current board policy, department policy, or job description not in conflict with the agreement will remain in effect. Any new policy may be implemented after discussion with those involved upon approval of the Chief and township supervisors.

Article 24 Benefit Program/Disability

Section 1. The employer shall continue to provide full-time employees the existing current coverage or provide equivalent through the term of this agreement. The cost for this benefit shall be a payroll deduction of 3% of the premium paid by the employee in bi-weekly increments. The employer may switch the plan providing equivalent coverage so long as they notify the employee in writing at least sixty (60) days in advance of their intent to switch providers so the employee has an opportunity to review said plan. If FOP believes the coverage is not equivalent it shall be addressed through grievance procedure and no switch will be made until an arbitrator renders a decision utilizing an expedited arbitration procedure.

Section 2. Each full-time employee shall receive group life insurance coverage in the amount thirty-five thousand dollars (\$35,000) which includes all insurance funded through the employers General Municipal Pension System. The insurance coverage shall be in effect during the time of employment with the employer.

Section 3. Full-time employees, who wish to decline healthcare coverage, shall be paid three hundred dollars (\$300.00) monthly for individuals and five hundred dollars (\$500) monthly for family as cost savings to the township. The employee shall have the right to enroll in healthcare annually in January.

Section 4. The employer, at its expense, shall provide false arrest insurance for each employee to protect those employees from potential civil liabilities for work performed by police officers on behalf of the township where the police officers are acting within the scope of their duty. A yearly dollar amount shall be supplied to the employees.

Section 5. Sickness and Accident Benefits

The township shall provide full time officers sickness and accident insurance through Teamsters Sickness and Accident Benefits for all non-work-related sickness and injuries in the following weekly amounts for a maximum period of twenty-six (26) weeks.

2024	2025	2026
\$300	\$300	\$300

Section 6. New hire probationary employees are excluded from the Benefit Program/Disability.

Article 25 Pension

Section 1. The township shall enroll all full-time employees into the Pennsylvania Municipal Employee Retirement Fund. The Employee Pension Contribution rate is waived for the period of this contract.

Section 2. New hire probationary employees are excluded from the Pension Program.

Article 26 Supplemental Retirement

Section 1. On or before December 31, 2021, the Township shall provide a 457 Plan to employees of the Police Department.

Article 27 Longevity

Section 1. Each part-time officer shall receive, at the completion of ten (10) years continuous service, longevity pay in the form of an additional fifty cents (\$0.50) per hour.

Article 28 Patrol Vehicle Usage

Section 1. The employer shall be responsible for providing proper police patrol vehicles. Employees shall not be permitted to use their own personal vehicles for patrol. Employees shall be permitted to use patrol vehicles for police, township, or job related business, if available, for transportation or receive the maximum prevailing internal revenue service standard mileage rate for that calendar year. Calculation of mileage shall begin at the police department and end at the address of training. Mapquest.com or others shall be used for determining mileage.

Section 2. The employer reserves the exclusive right to choose an insurance carrier for patrol vehicles. In the event there are any changes to the policy which would affect the employees duty, the employer shall, in writing, notify the employees as to the change and supply a copy from the insurance carrier defining the changes.

Section 3. Any officer involved in a motor vehicle accident with a department vehicle shall notify the Chief of police who in turn will notify the State Police for the purpose of the accident investigation.

Article 29 Leave of Absence

Section 1. The employer may grant a leave of absence for up to six (6) months without pay. No employee shall be granted a leave of absence to seek new employment unless it is for health reasons.

Article 30 Miscellaneous

Section 1. The employer shall not make any verbal or written agreement with any employee that is contrary to any terms of this agreement.

Section 2. Each employee shall be entitled to Military Leave in accordance with the provisions of Pennsylvania and United States Law.

Section 3. Employees shall be permitted at public meetings whether on or off duty. The intent of this article is to create a positive rapport and environment between the municipalities and the Franklin Township Police employees. Employees shall remain on all during meetings attended.

Section 4. All existing benefits, practices and working conditions previously enjoyed by the members of the bargaining unit that are not modified within the terms of this Agreement shall remain "as is".

Section 5. In the event that the Township enters into a consolidation agreement, regionalization of police services or contracts out police services, all full-time officers of the Township shall be offered full-time status in that entity.

Section 6. The employer is required to deduct the current dues and assessment from compensation received by members of the police department. The dues and assessments shall be deducted from each police officer's biweekly paycheck and shall be forwarded to the treasurer of the bargaining unit representing the police department at the end of each month.

The bargaining unit shall set the amount of dues and assessments to be deducted and shall notify the employer of the amount in writing. The bargaining unit has the right to adjust this amount when needed but will not do so more than twice in any calendar year.

Article 31 Duration

Pursuant to the requirements of Act 111 of 1968, this agreement shall be binding upon the parties hereto, their successors and signs, from 2024, to an including 2026.

IN WITNESS WHEREOF, parties hereto, through their duly authorized officers and representatives and intending to be legally bound, have hereinafter affixed their hands and seals this 20th day of November 2023.

LODGE PRESIDENT



BARGAINING COMMITTER



FRANKLIN TOWNSHIP POLICE BARGAINING UNIT MEMBER



TOWNSHIP OF FRANKLIN

