

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE TOWNSHIP OF RACCOON
AND
BEAVER VALLEY LODGE 4 FRATERNAL ORDER OF POLICE
FOR THE PERIOD
JANUARY 1, 2024 THROUGH DECEMBER 31, 2026**

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SECTION I

A. PARTIES

This Agreement is made and entered into this _____ day of _____, 2024, by and between the Township of Racoon, Beaver County, Pennsylvania, (hereinafter called the "Township") and the Beaver Valley Lodge 4 Fraternal Order of Police (hereinafter called the "FOP"), collectively hereinafter called the "Parties".

B. RECOGNITION

1. The Township recognizes FOP as the exclusive representative of Township 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 that this Agreement is in force.

2. The Parties agree that they shall execute and submit a Joint Request for Certification upon the Pennsylvania Labor Relations Board to amend the current certification of the Pennsylvania Labor Relations Board, P.L.R.B., No. PF-R-93-50-W, to further recognize the FOP as the sole and exclusive bargaining representative of Township Police.

3. This Agreement shall cover and apply to all members of the Township Police Department, members being full-time and regular part-time police officers at any rank, except the Chief of Police.

C. ASSOCIATION DUES

In compliance with the 2018 United States Supreme Court decision in *Janus v. American Federation of State, County, and Municipal Employees, Council 31*, 138 S.Ct. 2448, 201 L.Ed.2d 924 (2018), the Township agrees to deduct regular monthly dues from the pay of those employees who individually request, in writing, that such deductions be made. The dues shall be deducted on the last pay of the month and shall be forwarded to the Financial Secretary of the FOP, accompanied by a list from whom the dues were collected. It is clearly understood, acknowledged, and agreed, however, that the Township assumes no responsibility to assure or to enforce the deduction against any employee that refuses such deduction. The FOP and its

members thereof individually and jointly agree to hold the Township harmless and to defend the Township, including, but limited to all costs, fees, and expenses from any and all such claims whatsoever, arising out of the deductions thereof, including losses of the same for whatever reason.

D. LEAVE FOR UNION BUSINESS

1. For any interest arbitration, contract negotiation, or preparation therefore under Act 111, all members of the negotiating team and necessary witnesses shall have time off without pay as it is reasonably necessary. Members shall provide reasonable notice of their requests for such leave.

2. The President of the FOP or his or her designee shall have reasonable time off without pay to administer grievances or handle other labor relations matters with representatives of the Township.

E. DISCIPLINE

Police officers will only be subject to discharge or discipline for just cause for grounds set forth in the Law and Statutes of the Commonwealth of Pennsylvania, and any Ordinance, Resolution, or Standard Operating Procedure of the Township. Officers may elect local agency procedures or the grievance and arbitration procedure to resolve discipline and discharge disputes. Having selected one forum, however, officers may not use the other.

F. RESIDENCY

There shall be no residency requirement for employment as a full-time or part-time member of the Township Police Department.

G. COURT LEAVE

In the event an officer on the active payroll is called for jury service, the officer shall be excused from work for each such day on which the officer serves, or reports to serve, and the Township

will pay the difference between the officer's regular pay and that received for jury duty. If an officer serves on a jury for five (5) days, Monday through Friday, and is required to work the Saturday or Sunday of such week, the officer shall receive the overtime rate. An officer excused from jury service shall report to work at the beginning of the officer's next regularly scheduled shift. The officer shall present proof of service of a jury duty notice or summons and that amount of pay received for such jury service.

SECTION II

A. PROBATION

The probation period for newly hired full-time officers of the Township Police Department shall be one thousand forty (1,040) hours of active service. The probation period for newly hired regular part-time officers of the Township Police Department shall be five hundred (500) hours of active service.

B. PAY PERIOD

Payroll periods shall be two (2) week intervals, starting on a Sunday, including the next thirteen (13) days, and ending on a Saturday. The payment date will be the following Friday.

C. NORMAL WORK PATTERN

The normal workweek and work pattern shall be determined by the needs of the Department and as determined by the Township Chief of Police.

D. NORMAL WORK-DAY

1. The Chief of Police will assign each officer as either an eight (8) hour shift employee or a twelve (12) hour shift employee. As needed, the Chief of Police can change an officer's assignment.

2. For officers assigned as an eight (8) hour shift employee, the normal workday shall be eight (8) consecutive hours of work in a twenty-four (24) hour period (40 hours in a

work week) and a guaranteed forty (40) hour week for full-time officers. These eight (8) hour day and forty (40) hour weeks shall include all meal periods.

3. For officers assigned as twelve (12) hour shift employees, the normal workday shall be twelve (12) consecutive hours of work. These twelve (12) hour days shall include all meal periods.

SECTION III

A. RATES OF PAY

The following hourly base rates of pay shall apply in the years as indicated below:

1.	<u>FULL-TIME PATROLMEN</u>	Effective January 1, 2024: \$25.16 per hour (3.00% increase from 2023) Effective January 1, 2025: \$25.91 per hour (3.00% increase from 2024) Effective January 1, 2026: \$26.69 per hour (3.00% increase from 2025)
2.	<u>FULL-TIME/ PART-TIME LANCE CORPORAL</u>	
3.	<u>FULL-TIME CORPORAL</u>	Effective January 1, 2024: \$25.29 per hour (3.00% increase from 2023) Effective January 1, 2025: \$26.25 per hour (3.00% increase from 2024) Effective January 1, 2026: \$27.04 per hour (3.00% increase from 2025)
4.	<u>FULL-TIME SERGEANT</u>	Effective January 1, 2024: \$29.55 per hour (3.00% increase from 2023) Effective January 1, 2025: \$30.44 per hour (3.00% increase from 2024) Effective January 1, 2026: \$31.35 per hour (3.00% increase from 2025)
5.	<u>FULL-TIME LIEUTENANT</u>	Effective January 1, 2024: \$30.08 per hour (3.00% increase from 2023) Effective January 1, 2025: \$30.98 per hour (3.00% increase from 2024) Effective January 1, 2026: \$31.91 per hour (3.00% increase from 2025)
6.	<u>PART-TIME PATROLMAN</u>	Effective January 1, 2024: \$23.28 per hour (3.00% increase from 2023) Effective January 1, 2025: \$23.98 per hour (3.00% increase from 2024) Effective January 1, 2026: \$24.70 per hour (3.00% increase from 2025)

* Rate of pay will be determined at the time of promotion. *

B. SHIFT DIFFERENTIAL

Officers will receive a shift differential of Seventy (\$0.70) Cents per hour for all hours worked on the afternoon shift, which currently runs from 1500 hours to 2300 hours, and on the night shift, which currently runs from 2300 hours to 0700 hours for eight (8) hour shift employees and for all hours worked between 1000 hours to 0700 hours on the afternoon shift for twelve (12) hour shift employees.

C. OVERTIME PAY

1. All officers will receive time and one-half the regular base rate of pay, including shift differential where applicable, for all hours worked in excess of eight (8) hours in any one work day for eight (8) hour shift employees and for all hours worked in excess of twelve (12) hours in any one work day for twelve (12) hour shift employees. Hours worked shall include regularly scheduled hours plus actual time spent in all duty related hearings, pre-trial conferences, and appearances before magistrates and courts.

2. All full-time and part-time officers will receive a minimum of two (2) hours pay for attendance at scheduled hearings at a district magistrate's office and a minimum of three (3) hours pay for attendance at scheduled hearings at the Beaver County Courthouse, if the hearings are not during the officers scheduled shift. Officers will be paid actual time for attending hearings that last longer than two (2) hours for a district magistrate hearing and three (3) hours for a hearing at the Beaver County Courthouse.

D. LONGEVITY PAY

1. Each full-time officer who has accrued five (5) years of continuous employment with the Township shall receive longevity pay in the amount of one-half (1/2%) percent of that full-time officer's then existing base salary. A full-time officer's existing base salary shall be calculated by multiplying that officer's hourly rate as set forth in Section III, Subsection A., above, by two thousand eighty (2,080) hours.

the holiday.

works his or her last scheduled shift prior to the holiday and his or her first scheduled shift after the holiday shall not affect a full-time officer's holiday pay, provided that the full-time officer his or her first scheduled shift after the holiday. Scheduled or approved time off prior to or after Subsection E, if the full-time officer works his or her last scheduled shift prior to the holiday and

c. Full-time officers shall only receive holiday pay as set forth in this this election known to the Township by January 30th of each year.

15th) in lieu of a holiday listed in Subsection E.1.a., directly above. Full-time officers shall make

b. Full-time officers may take a paid holiday for Police Memorial Day (May

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day
- July 4th
- Labor Day
- Veterans' Day
- Thanksgiving
- Christmas Eve
- Christmas

a. The following are paid holidays for full-time officers:

plus their regular holiday pay.

officer's regular base rate, including shift differential when applicable, for actual hours worked is required to work on a holiday, the officer will be paid one and one half (1-1/2) times the contract and be paid the officer's regular base rate of pay on such holiday. If a full-time officer

1. Full-time officers shall be scheduled off on the holidays recognized in this

E. HOLIDAY PAY ELIGIBILITY

4. Longevity Pay shall be paid once per year in December to qualifying officers.
3. Each full-time officer may earn up to a maximum of Seven Hundred and Fifty Dollars (\$750.00) in Longevity Pay each year.
2. For each year of continuous employment thereafter, each full-time officer shall receive an additional one-tenth (1/10%) percent of that full-time officer's then existing base salary.

for all illnesses extending beyond three (3) or more consecutive workdays and must be approved used in the event of an illness. Proof of illness must be provided to the Township Chief of Police days per year with pay and ten (10) sick days per year with pay. Accumulated sick days can be 4. Effective January 1, 2024, each full-time officer is entitled to six (6) personal days by Township officers as of December 31, 2023. Any accumulated sick days thereafter shall be subject to Paragraphs 4. and 5., directly following and below.

3. Paragraphs 1. and 2., directly above, shall apply only to those accumulated sick days by Township officers as of December 31, 2023. Any accumulated sick days thereafter shall be subject to Paragraphs 4. and 5., directly following and below.

Supervisors for the payment to be made in the following calendar year. must be made before the Township's October Regular Monthly Meeting of the Board of contract year at one hundred (100%) percent of the officer's current hourly rate. Such a request days, the officer, at his or her discretion, may sell back to the Township up to five (5) days per then existing daily rate for each such sick day. After the officer accumulates twenty (20) sick officer or their personal representative for such accumulated sick days, computed at the officer's 2. Upon death or retirement of the full-time officer, the Township agrees to pay the

The use of accumulated sick days requires notification to the Township Board of Supervisors. beyond three (3) or more consecutive workdays and must be approved by the Chief of Police. Proof of illness must be provided to the Township Chief of Police for all illnesses extending (10) sick days per year with pay. Accumulated sick days can be used in the event of an illness. 1. Each full-time officer is entitled to six (6) personal days per year with pay and ten

PERSONAL/SICK DAYS

of that shift will not be within the twenty-four (24) hours of said holiday but within the day after. shift on the holiday will receive holiday pay for all hours worked regardless that all or a portion worked within the twenty-four (24) hours of said holiday. In the same manner, the scheduled 3rd working the 3rd shift the day prior to the holiday even though some hours of the shift will be hours worked for scheduled 1st, 2nd and 3rd shifts. Holiday pay will not be paid for the officer 3. For purposes of pay for working "on a holiday", all holiday pay will be based on on all holidays applicable to full-time employees.

2. Part-time officers will be paid one and one half (1-1/2) times the part-time officer's regular base rate, including shift differential when applicable, for actual hours worked

by the Chief of Police. The use of accumulated sick days requires notification to the Township Board of Supervisors.

5. Effective January 1, 2024, each full-time officer may accumulate sick days up to a maximum of eighty (80) sick days. Upon the death or retirement of the full-time officer, the Township agrees to pay the full-time officer or his or her personal representative one-half (1/2) the full-time officer's then existing daily rate for such accumulated sick days. After the full-time officer accumulates twenty (20) sick days, the full-time officer, at his or her discretion, may sell back to the Township up to five (5) sick days per Agreement year at fifty percent (50%) of the full-time officer's then existing daily rate. Such a "sell back" request must be made before the Township's October Regular Monthly Meeting of the Board of Supervisors for the payment to be made in the following calendar year.

G. VACATION

1. Full-time officers, only, may receive vacation with pay.
2. A full-time officer will earn vacation by completing one (1) full year on the Township payroll. Vacation will be earned after each subsequent year of service as determined on the officer's anniversary date. To become eligible for earned vacation time off, an officer must work at least one (1) week in the vacation year.
3. If a full-time officer is absent for six (6) consecutive months or more in the year preceding his anniversary date for a reason other than disability sustained in the course of employment, that officer will earn no vacation.
4. No vacation time is to be carried into the following year.
5. An officer may take as many as five (5) vacation days one day at a time. Provided the officer has good and sufficient reason, an officer with at least five (5) years of service as a full-time employee may take up to five (5) additional days one day at a time. Officers must give reasonable notice before taking single vacation days.
6. Vacations of five (5) or more consecutive working days must be scheduled with the Township Chief of Police as far in advance as possible. Except for emergencies, officers should attempt to schedule vacations or change such schedules at least two (2) weeks in advance

of the vacation period. Any later schedule changes will be at the discretion of the Township Chief of Police, who may balance the needs of the Township against the needs of the officer.

7. No two (2) full-time police officers may be off on scheduled vacation at the same time.

8. Vacation preference shall be determined by seniority.

9. Vacation time in excess of the first ten (10) days may be bought back by the Township if not taken and must be applied for by December 1st of each year.

10. All full-time officers shall receive vacation with pay in accordance with the following schedule:

-	After One (1) Year	-	Five (5) Working Days
-	After Two (2) Years	-	Ten (10) Working Days
-	After Five (5) Years	-	Fifteen (15) Working Days
-	After Twelve (12) Years	-	Twenty (20) Working Days

H. FUNERAL LEAVE/BEREAVEMENT PAY

1. In the event of the death of a spouse, parent, grandparent, child, brother, sister, mother-in-law, or father-in-law of a full-time member of the Police Department, such member shall be granted a funeral leave of up to three (3) calendar days, one (1) day of which shall be the day of the funeral. The Township Supervisor in charge of the Police Department must approve a leave for the death of any relation not listed above. Officers may not defer funeral leave for other purposes or reserve it for a later time.

2. Officers eligible for funeral leave shall suffer no loss of pay while on leave. Officers, however, shall not receive bereavement pay when it duplicates pay received for any other reason, nor will they receive bereavement pay for days of leave taken when they are scheduled off.

I. MANDATORY TRAINING PAY

All full-time and part-time officers shall receive a minimum of four (4) hours for any mandatory training.

J. CLOTHING ALLOWANCE

1. Each full-time officer shall be entitled to receive a clothing allowance to purchase replacement uniforms and equipment items. This allowance can be accumulated for a period of three (3) years, the life of this Agreement. Receipts shall be submitted to the Township or voucher for payment presented.

-	Effective January 1, 2024	An allowance of \$725.00.
-	Effective January 1, 2025	An allowance of \$725.00.
-	Effective January 1, 2026	An allowance of \$725.00.

The allowance may be increased each year based upon proof of a cost-of-living increase.

2. Each part-time officer shall be entitled to receive a clothing allowance to purchase replacement uniforms and equipment items. This allowance can be accumulated for a period of three (3) years, the life of this Agreement. The allowance for part-time officers is as follows:

-	Effective January 1, 2024	An allowance of \$325.00.
-	Effective January 1, 2025	An allowance of \$325.00.
-	Effective January 1, 2026	An allowance of \$325.00.

K. CLOTHING MAINTENANCE ALLOWANCE

Each full-time officer shall be entitled to receive a Three Hundred Dollar (\$300.00) clothing maintenance allowance annually. Receipts shall be submitted to the Township. This allowance can be accumulated for a period of three (3) years, the life of this Agreement, and can be used in conjunction with the clothing allowance.

L. PROMOTIONS

All promotions must be approved by the Township Board of Supervisors.

SECTION IV

A. MEDICAL BENEFITS

1. The Township shall provide each full-time officer group medical insurance to be provided by UPMC or its equivalent.

2. Full-time officers who receive medical insurance from the Township shall contribute:

Effective January 1, 2024, through December 31, 2024 - 4.00%;
Effective January 1, 2025, through December 31, 2025 - 5.00%; and
Effective January 1, 2026, through December 31, 2026 - 6.00%

of the Township's corresponding yearly (2024, 2025, and 2026) costs (the Township's premium) for that officer's medical insurance to the Township in each year of the contract as set forth herein.

3. There shall be no duplication of medical insurance coverage for an eligible officer's spouse, child, or stepchild who has medical benefits substantially equal to those provided under the Township's group policy. Should the employment or benefits status of a covered officer's spouse, child, or stepchild change during the course of the officer's employment so that those members of his/her family, individually or severally, no longer have medical coverage substantially equal to that offered by the Township, the Township shall provide the spouse, child or step-child, if otherwise eligible, with benefits under the group policy covering the officer.

4. The Township will provide full-time officers the minimum vision care benefits available under Vision Service Plan of Pennsylvania, Group No. VSP 673-0031, or its equivalent.

5. The Township will provide full-time officers the minimum dental care benefits available. Full-time officers who receive dental care benefits from the Township shall contribute:

Effective January 1, 2024, through December 31, 2024 - 4.00%;
Effective January 1, 2025, through December 31, 2025 - 5.00%; and
Effective January 1, 2026, through December 31, 2026 - 6.00%

of the Township's corresponding yearly (2024, 2025, and 2026) costs (the Township's premium) for that officer's dental insurance to the Township in each year of the contract as set forth herein.

6. Officers, upon retirement, may purchase insurance benefits through the Township, if permitted by the Township's current insurance carrier. If the Township changes insurance carrier and the carrier refuses to provide such coverage, then this privilege shall terminate. If an

officer is laid-off, the Township shall continue to provide such existing insurance coverage for a period of six (6) months from the date of lay-off.

B. WORKER'S COMPENSATION

The Township shall provide Worker's Compensation in conformity with the Statutes of the Commonwealth of Pennsylvania.

C. HEART AND LUNG ACT

The Township shall provide benefits in accordance with the Statutes of the Commonwealth of Pennsylvania.

D. DEATH BENEFIT

Each full-time police officer of the Police Department shall be entitled to a Thirty Thousand Dollar (\$30,000.00) death benefit with the beneficiary to be named by said officer, and the policy of insurance to be provided by a Group Plan, which includes a double indemnity clause for accidental death, and also a schedule of payments for dismemberment.

E. SICK BENEFIT/DISABILITY

Disability insurance shall be provided to each full-time officer at no cost to said officer under Pennsylvania Townships' Health Insurance Cooperative Trust or such other carrier as determined by the Township from time to time. The Township will continue its current practice of providing sick benefits and disability payments.

SECTION V

A. PENSION

The Township shall provide a pension for full-time officers only as provided in Act 600. The pension so provided may require a contribution from the full-time officers as determined from time to time and as recommended by the annual actuarial study of the pension plan.

B. 457(b) DEFERRED COMPENSATION PLAN

On or before December 31, 2024, the Township shall make available a deferred compensation 457(b) plan to full-time officers through the Pennsylvania State Association of Township Supervisors Trustees Insurance and Retirement Services and its affiliates. Any contributions or participation in said 457(b) deferred compensation plan shall be solely at the option of each full-time officer. There shall be no Township match of any officer contributions.

SECTION VI

BILL OF RIGHTS

When the conduct of an officer is questioned, the following shall apply:

1. All citizen complaints must be in written form and signed by complainant. When an anonymous complaint is made against an officer, the complaint shall be classified as unfounded and no notation thereof may be entered in the officer's personnel file.

2. When any citizen complaint is filed greater than thirty (30) calendar days after the date of the alleged event complained of, which if true, could not lead to a criminal charge, such complaint shall be classified as unfounded and the accused officer shall not be required to submit a written report, but that officer shall be notified either orally or in writing of such complaint. The officer may, at the officer's sole election, file a written report.

3. An officer, whether a subject or a witness, must be informed of the nature of the interrogation at the outset of the interrogation.

4. If the interrogated officer writes a written statement, a transcript is taken, or mechanical record made, the officer shall be given a copy thereof, without cost, upon receipt.

5. If any officer under interrogation is under arrest, or is liable to be placed under arrest as a result of the interrogation, the officer shall be completely informed of all of the officer's rights prior to the commencement of the interrogation.
6. At the request of any officer under interrogation, the officer shall have the right to be represented and have present during any interrogation an attorney of the officer's choice, or an Association representative. The interrogation shall be suspended for a reasonable time until such representation can be obtained.
7. Unless agreed to by the officer, the Township shall not make any public comment on the reason for any disciplinary action brought against the officer.

SECTION VII

A. GRIEVANCE PROCEDURE

Grievances are limited to involving interpretation of this Agreement, including discipline and discharge disputes. Any grievance not brought within the applicable time periods as set forth in this Section VII or moved forward within the applicable time periods as set forth in this Section VII shall be denied as untimely.

Step 1. The officer, either alone or accompanied by a representative of the bargaining unit, or the bargaining unit itself, shall present the grievance in writing to the Township Chief of Police within thirty (30) days of its occurrence. The Chief shall report his or her decision in writing to the officer and the FOP representative within seven (7) days of its presentation.

Step 2. In the event that the grievance is not settled in Step 1., an appeal must be presented in writing by the officer or a FOP representative to the Chairman of the Township Board of Supervisors within seven (7) days after the response at Step 1. The Chairman, or his or her designated representative, shall respond in writing to the officer and the FOP representative within seven (7) days after receipt of the appeal.

Step 3. In the event the grievance has not been satisfactorily resolved in Step 2., the FOP representative may initiate an appeal by serving upon the Chairman of the Township Board of Supervisors a notice in writing of its intent to proceed to arbitration within seven (7) days after the receipt of the Step 2. decision. 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 (3) possible arbitrators. The Parties shall meet within seven (7) days of the receipt of said list for the purpose of selecting the arbitrator by alternating striking one name from the list until only one name remains.

1. Grievances shall be consecutively numbered. The FOP shall exercise the first strike for odd numbered grievances. The Township shall exercise the first strike for even numbered grievances.
2. The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement. The arbitrator has no authority to determine issues not submitted to him or her.
3. The arbitrator shall be requested to issue his or her final written decision within thirty (30) days after the arbitration hearing.

B. TIME

All of the time limits contained in this Section may be extended by mutual agreement of the Parties.

C. EXPENSES

The fees and expenses of the arbitration proceeding shall be paid equally by the Township and the FOP. Each party shall bear the cost of preparing and presenting its own case.

D. PROCESSING

An aggrieved officer and FOP representative may take a reasonable time during working hours to process grievances in accordance with this Section without loss of pay or leave time.

E. NOTICE

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

SECTION VIII

POLICE LIABILITY INSURANCE

Without cost to any officer, the Township shall provide comprehensive law enforcement liability insurance coverage for said officers in the performance of their lawful duties by a policy of insurance. Coverage is presently provided by Glatfelter Insurance Group. Regardless of insurer, the same or equivalent coverage shall be maintained.

SECTION IX

A. ECONOMIC LAYOFF

In the event the Township determines that a reduction in the force of the Police Department is necessary, the Township shall give the FOP one (1) month notice of its intention to reduce the force. Reduction in force shall begin with part-time officers in accordance with the inverse order of seniority in employment and then full-time officers in accordance with the inverse order of seniority in employment. Full-time officers laid off due to reduction in force shall continue to receive all medical and insurance benefits for a period of six (6) months.

B. COG LAYOFF

The Parties recognize the Township's statutory right to provide police protection through the Beaver County Regional Council of Governments (hereinafter called "BCRCOG") and, as a consequence, to disband the existing Police Department. The Township will give the Association six (6) months notice of any such decision. Should a full-time officer not be retained by the BCRCOG, that full-time officer will be laid off. The Parties will negotiate the terms and conditions under which the layoff will occur, including such matters as severance pay, extension of medical and insurance benefits, and pension. Should the Parties reach an impasse in these negotiations, they will resolve the differences using the interest arbitration procedures of Act 111 of June 24, 1968.

C. CONSOLIDATION, MERGER, OR REGIONALIZATION

1. The Township reserves the right, if deemed appropriate, to join a regional police department and/or to provide contractual police services.

2. The Township shall have the right to contract out or subcontract bargaining unit work. Township obligations under this Agreement will cease upon such an occurrence. Nothing contained in this Agreement shall preclude or prohibit supervisory or management level personnel from performing bargaining unit work. Without restriction, and in its sole discretion, the Township may choose to have police services delivered through a different or new regional police department of which it may, or may not, be a member. Township obligations under this Agreement will cease upon such an occurrence.

3. Notwithstanding the foregoing, and to the extent permitted or required by law, in the event the Township desires to enter into a contract for police services, including a consolidation, merger, or regionalization, with any other municipality or municipalities, as set forth in 1. and 2. directly above, the Township shall not approve any such contract unless the new department providing police services within the Township has agreed to hire the Township's then existing full-time officers as full-time officers with the new department.

D. DRUG ABUSE & ALCOHOL MISUSE PREVENTION PROGRAM

All officers shall be subject to the drug testing program via the Drug Testing Policy set forth by Lexipol, as approved by the Township Board of Supervisors on February 23, 2021, and as may be updated from time to time.

E. RETIREMENT BADGES

All officers retiring pursuant to the Township Police Department pension plan, will receive his or her police badge engraved with the word "Retired" and encased in a tasteful and attractive Lucite.

SECTION X

MANAGEMENT RIGHTS

1. The Township reserves all rights and powers conferred upon it by the Constitutions and laws of the Commonwealth of Pennsylvania and of the United States. It is understood and agreed that the Township, at its sound discretion, shall have and retain, solely and exclusively, in accordance with applicable laws, all managerial responsibilities including, but not limited to, the right to manage all operations; to determine the mission, purposes, objectives, policies, programs and functions, standards of service, and organizational structure of the employer; to establish, amend or modify its overall budget; to establish, change, combine or abolish job classifications or the job content of any classification; to reprimand, suspend, discharge or otherwise relieve employees from duty pursuant to the Police Tenure Act (53 P.S. §811, et. seq.); to hire, promote, demote, transfer, layoff and recall employees to work; to schedule the workforce; to expand, reduce, alter, combine or cease any job operation or service; to plan, direct, control and regulate the utilization of technology and the use of machinery, equipment and other property of the Township; to introduce new or improved research, development and services; to determine and from time-to-time re-determine the methods, processes, and materials to be employed by the Township; to determine the number and types of employees required and to assign work to such employees in accordance with the operational needs of the Township; to direct the workforce, and to determine matters relating to the use of "light" or restricted duty, if any, for disabled officers. All matters of inherent managerial policy are reserved exclusively to the Township.
2. The listing of specific management rights in this Agreement is not intended to be, nor should it be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the Township in the past. Further, all inherent managerial rights, management functions and prerogatives which the Township has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Township.

MILITARY LEAVE

SECTION XI

The Parties agree to abide by the State and Federal statutes applicable to military leave.

SECTION XII

A. ENTIRE AGREEMENT

The Parties agree that the terms and conditions of employment set forth in the Arbitration Award represent the full and final understanding between them. Except by mutual consent, the Parties will not attempt to renegotiate other terms and conditions during the life of this Agreement.

B. SEVERABILITY

In the event any of the terms and provisions of this Agreement shall be found invalid or declared unenforceable by reason of any federal or state statute, or federal or state directive, rule or regulation, now in effect or hereinafter to become effective, or by reason of the decision of any court of competent jurisdiction, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof, unless the other terms or provisions are directly affected by the Section declared invalid or unenforceable.

SECTION XIII

TERM OF AGREEMENT

This Agreement shall become effective on January 1, 2024, and shall expire at 11:59 p.m. on December 31, 2026.

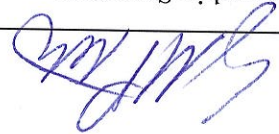
SECTION XIV

ACKNOWLEDGEMENT

This Agreement is formally executed on behalf of the Township and the FOP the day, month and year first above written.

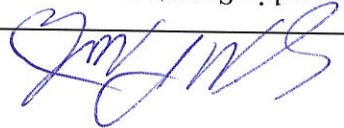
ATTEST:

Township Secretary



ATTEST:

Township Secretary



BEAVER VALLEY LODGE 4
FRATERNAL ORDER OF POLICE

BY:



President

DATE: 2/22/24

TOWNSHIP OF RACCOON

BY:



Chairman

DATE: 2-14-24