

AGREEMENT
BETWEEN
THE BOROUGH OF ROCHESTER
AND
THE BEAVER VALLEY LODGE 4
FRATERNAL ORDER OF POLICE

CONTRACT TERM
JANUARY 1, 2023 - DECEMBER 31, 2025

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ARTICLE I — RECOGNITION & MANAGEMENT RIGHTS

A. RECOGNITION – BEAVER VALLEY LODGE 4 FRATERNAL ORDER OF POLICE

The Borough of Rochester recognizes the Beaver Valley Lodge 4 Fraternal Order of Police (herein after referred to as FOP) as the exclusive bargaining representative for all full-time and regularly scheduled part-time police officers concerning the terms and conditions of employment, including compensation, hours, working conditions, retirement, pension, and other benefits for all full-time employees as provided in Act 111 of 1968.

The FOP recognizes the Borough Council, or its designated representatives, as the sole and exclusive bargaining representative for the Borough of Rochester.

The FOP, its agents and representatives, agree to bargain collectively pursuant to Act 111 of 1968 with Borough Council or its designated representatives.

The term "employee" as used in this agreement refers to all full-time and regularly scheduled part-time individuals occupying positions in law enforcement and referred to as Police Officers, regardless of rank except the Police Chief, within the Rochester Police Department.

B. MANAGEMENT RIGHTS

The Rochester Police Officers and employees recognize the right and authority of the Employer to administer the business of the Borough and the Police Department, and in addition to other functions and responsibilities that are required by law, the Employees recognize that the Employer has and will retain the full right and responsibility to direct the operations of the Police Department, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, which more particularly include but are not limited to the following:

1. To manage and direct all employees of the Borough of Rochester, including the right to select, hire, promote, transfer, assign, evaluate, lay-off, determine duties, or to reprimand, suspend/discharge, otherwise discipline for cause;
2. To manage and determine the location, type, and number of physical facilities, equipment programs, and the work to be performed;
3. To determine the Police Department's goals, objectives, programs and services, and to utilize personnel in the manner designated to effectively meet these purposes, and to determine the methods, processes, and means of performance;
4. To determine the size and composition of the work force in the Employer's organizational structure, to relieve employees from duty due to lack of work, lack of funds, job performance, or economic conditions and circumstances that could arise that would seriously and adversely impair the Borough's financial ability to maintain operations at the present level.

5. To schedule hours as required to most efficiently operate the Department;
6. To determine the necessity to schedule overtime and the amount thereof required;
7. To determine when a job vacancy exists, the duties to be included in all classifications, and the standards of quality and performance to be maintained;
8. To maintain and improve the efficiency and effectiveness of the Employer's operations;
9. To determine and implement necessary actions in emergency situations;
10. To maintain the security of personnel and financial records and other important data or information;
11. To extend, limit, or curtail Borough operations, when in its discretion it is advisable to do so;
12. For the purpose of this agreement, management will consist of the Borough Council, Mayor, Police Chief, and other duly elected or appointed officials.

The Police Employees and their Negotiating Committee members recognize and accept that all rights and responsibilities of the Employer, not specifically modified by this agreement, ensuring agreements, or by other applicable statutes, shall remain the exclusive function of the Employer.

ARTICLE II — GRIEVANCE PROCEDURE

Section I. This grievance procedure shall not be interpreted to expand or limit the rights and responsibilities of the parties as dictated by the Borough Code relating to civil service employees.

Section II. Grievances are limited to matters involving the interpretation of this agreement and to also include all matters related to discipline.

Step 1. The employee, either alone or accompanied by a representative of the Bargaining Unit, or the Bargaining Unit itself, shall present the grievance in writing to the Police Chief within ten (10) days of its occurrence, or knowledge of its occurrence. The Police Chief shall respond in writing to the Employee, or Bargaining Unit representative, within seven (7) days of his receipt of the grievance.

Step 2. In the event that the grievance is not settled at Step 1, an appeal must be presented in writing by the Employee, or the Bargaining Unit representative, within seven (7) days following the receipt of the Police Chief's determination to the Mayor. The Mayor shall respond within seven (7) days of his receipt of the appeal.

Step 3. In the event the grievance is not settled at Step 2, an appeal must be presented in writing by the Employee, or Bargaining Unit representative, to the Borough Council, by delivering the same to the Borough Manager's office within seven (7) days following the receipt of the Mayor's determination. The Borough Council shall respond in writing to the Employee or the Bargaining Unit representative, within five (5) days following their next regularly scheduled meeting.

Step 4. In the event that the grievance has not been satisfactorily settled at Step 3, the Employee or the Bargaining Unit representative may initiate an appeal by serving upon the Borough Council through the Manager's office a notice in writing of his/her intent to proceed to arbitration within seven (7) days following the receipt of the Council's determination.

The arbitrator is to be selected by the parties jointly within seven (7) days after 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 receipt of said list for the purpose of selecting the arbitrator by alternately striking one name from the list, until only one name remains with the Borough striking the first name. The Arbitrator shall neither add to nor subtract from nor modify the provisions of this agreement or of any other arbitration awards. The Arbitrator shall confine himself to the precise issue submitted for arbitration. The Arbitrator has no authority to determine any other issues not submitted to him. The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall be requested to issue his decision within thirty (30) days after the hearing. All of the time limits contained in this Article may be extended by mutual agreement in writing by both parties. All fees and expenses of the Arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing its own case. A Bargaining Unit representative will be granted the opportunity to appear with the grievant at all steps of the grievance procedure.

ARTICLE III – WAGES

- A. WAGES — The basic hourly rate for full-time police officers shall increase 3% each year for 2023, 2024 and 2025 as follows:

	<u>2023</u>	<u>2024</u>	<u>2025</u>
Sergeant	\$32.94	\$33.93	\$34.95
Patrolman	\$31.27	\$32.21	\$33.18

The Borough will pay an annual bonus of \$600 each year to a full-time officer who is appointed a Detective by the Borough Council. (Prorated for partial years)

- B. **WAGE SCALE** — A wage tier is hereby established to provide for a learning curve while newly hired full-time officers gain practical experience in the Borough of Rochester. Newly hired full-time police officers after January 1, 2017 will receive the following (%) of a Patrolman's hourly rate as their hourly rate for that period:
- | | | | | | |
|------------------------|------------------------|----------------------|----------------------|----------------------|-----------------------|
| 1 st 6 mon. | 2 nd 6 mon. | 2 nd Year | 3 rd Year | 4 th Year | 5 th Year+ |
| (75%) | (80%) | (85%) | (90%) | (95%) | (100%) |
- The date of hire will be used as the anniversary date for wage increases as well as January 1st for any percentage increase the regular patrolmen receive. It is understood that all newly hired police officers are hired under a one (1) year probationary period in which that officer may be terminated without cause, which may include financial reasons.
- C. **LONGEVITY** — In addition to the base salary, all full-time police officers shall be entitled to a longevity pay based upon years of service. On January 1st following the completion of 5 years of service, the police officer shall receive 3% of their current base wage. Each year thereafter, the officer shall receive an additional $\frac{1}{4}$ percent on top of the 3% already earned for that year. Longevity pay will increase each year until a maximum of \$3,000 for Sergeants and \$2,500 for Patrolmen is attained. The officer will then receive the maximum each year thereafter. Longevity pay will be distributed in two (2) equal installments; First pays in June and December.
- D. **OVERTIME** — Overtime shall be paid at the rate of one and one-half times the current hourly rate for all hours worked over 40 hours in one week except that certain work and associated hours agreed upon by both parties shall establish its own hourly rate exclusive of the overtime rate also as agreed upon by both parties. Special Details — [excluding Housing Authority details, Aggressive Driving details and any other wage regulated detail] - any officer (full-time or part-time) who works a special detail shall be paid per hour at the Police Chiefs current over-time rate. The Officers agree to bargain with the Borough for a special hourly rate for details involving Rochester Borough organizations, businesses or residents so that a reasonable cost can be assessed for these events so as to not make the costs prohibitive causing the event to be cancelled. No officer is guaranteed overtime. Overtime will be offered to full-time officers before any part-time officer receives overtime for open shifts or special details. For officers working a 12-hour shift schedule, overtime shall be paid at the rate of one and one-half times the current hourly rate for all hours worked over 80 hours in a two (2) week pay period and/or forty-eight hours in one week.
- E. **SHIFT DIFFERENTIAL** — A full-time officer who works any such time between 3 p.m. and 7 a.m. during 8 hour shifts or between 7 p.m. and 7 a.m. during 12-hour shifts shall be entitled to an additional \$0.50 per hour for that shift. A shift differential is paid at the rate of \$0.50 per hour regardless to whether the shift is cover by regular time or overtime.

- F. COURT APPEARANCES — The following rates and terms are established as compensation for the various court appearances:

Common Pleas Court, Central Court, or other higher court — Full-time officers who, as part of their duties for the Borough, are required to appear for Court proceedings during their off-duty time, shall be paid 4 hours per day at time and one-half that officer's regular rate of pay. Any additional hours over the first 4 hours shall be paid at time and one-half the officer's regular rate of pay. All Judicial proceedings shall be paid as per Court appearance pay.

District Magistrate Court — Full-time officers who, as part of their duties for the Borough, are required to appear for hearings before the District Magistrate during their off-duty time, shall be paid a sum equal to 3 hours at time and one-half their regular rate of pay.

- G. MINIMUM CALL OUT PAY — When a full-time officer is called to work for any reason, the officer will receive a minimum of 3 hours at a rate of time and one-half their current hourly rate.

ARTICLE IV – BENEFITS

- A. HOSPITALIZATION — Hospitalization/Medical coverage will be provided to the full-time officer and his/her dependents by the Borough. Coverage will be paid 100% by the Borough with the officer contributing to the Borough for this coverage as follows: 4% of the monthly premium paid per month not to exceed \$250 per month. No sooner than the date of issuance of this Award, January 30, 2024, officer contributions toward the monthly premium may be required to the same percentage paid by the Borough's non-unionized employees, not to exceed 6% in 2024 and 8% in 2025 and thereafter, not to exceed \$250 per month. In the future, any premium increase identified for covering smokers that increase will be paid 100% by the officer in addition to his/her annual contribution as stated above. Coverage to remain as currently provided, subject to the Borough's right to change to comparable coverage as set forth below.

- a. Opting out of Coverage — A full-time officer may choose to opt out of medical coverage. If an officer so chooses, they must obtain coverage from some other source. In lieu of accepting this coverage, the employee will be entitled to receive a lump sum payment of \$3,000 annually. Half paid the last pay in June and half paid the last pay in December. Payment will only be made if the employee has opted out of coverage all six months prior to that semi-annual payment. An officer may opt back in should they lose their coverage or their other coverage changes.

NOTE: The Borough shall have the right to change existing hospitalization/medical insurance to a plan that is comparable to the coverage which is presently being provided. Comparable in this context does not mean exactly the same. The employees, however, retain the right to grieve the Borough's determination that the plan is comparable. It will so state, in writing, to the Borough within fourteen (14) calendar days of the plan being provided to the employees by the Borough, or such longer period as mutually agreed by the parties in writing. In that event, the Borough may not unilaterally

implement the proposed new plan, however, it may immediately process the dispute before a neutral arbitrator selected pursuant to the arbitration step of the grievance procedure. The decision of the arbitrator on the issue of comparability shall be issued within forty-five (45) calendar days of the union's written notice contesting that the plan selected by the Borough is comparable and shall be final and binding and will determine if the Borough is authorized to implement the new plan.

- B. DENTAL COVERAGE — Dental coverage will be provided to the full-time officer and his/her dependents by the Borough if requested. Coverage will be paid 100% by the Borough. No sooner than the date of issuance of this Award, January 30, 2024, officer contributions toward the monthly premium may be required to the same percentage paid by the Borough's non-unionized employees, not to exceed 6% in 2024 and 8% in 2025 and thereafter. Coverage provided as noted below.

VISION COVERAGE — Vision coverage will be provided to the full-time officer and his/her dependents by the Borough if requested. Coverage will be paid 100% by the Borough. No sooner than the date of issuance of this Award, January 30, 2024, officer contributions toward the monthly premium may be required to the same percentage paid by the Borough's non-unionized employees, not to exceed 6% in 2024 and 8% in 2025 and thereafter. Coverage provided as noted below.

Both parties agree to select the Highmark Gold Option 5 for vision coverage and the Delta Dental Plan with a \$2,000/person annual maximum for dental coverage. For these upgrades, the Officers agree to contribute to the Borough for this coverage five dollars/Month.

NOTE: The Borough shall have the right to change existing dental and vision insurance to a plan that is comparable to the coverage which is presently being provided. Comparable in this context does not mean exactly the same. The employees, however, retain the right to grieve the Borough's determination that the plan is comparable. It will so state, in writing, to the Borough within fourteen (14) calendar days of the plan being provided to the employees by the Borough, or such longer period as mutually agreed by the parties in writing. In that event, the Borough may not unilaterally implement the proposed new plan, however, it may immediately process the dispute before a neutral arbitrator selected pursuant to the arbitration step of the grievance procedure. The decision of the arbitrator on the issue of comparability shall be issued within forty-five (45) calendar days of the union's written notice contesting that the plan selected by the Borough is comparable and shall be final and binding and will determine if the Borough is authorized to implement the new plan.

- C. HOLIDAYS — Each full-time officer shall be entitled to twelve (12) paid holidays per calendar year as follows:

New Year's Day	Martin Luther King Day	Good Friday
Memorial Day	4 th of July	Labor Day
Veteran's Day	Thanksgiving Day	Day After Thanksgiving
Christmas Eve	Christmas Day	President's Day

A full-time officer who is scheduled to work on New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day, Christmas Eve Day or Christmas Day and actually works his scheduled shift will be paid his over-time rate for the hours worked in addition to his holiday pay. Holiday pay represents eight (8) hours pay at the officer's current hourly rate.

- D. PERSONAL DAYS/VACATION DAYS — Each full-time officer shall be entitled to 36 hours of personal time per year. These hours may be taken in blocks of 4, 6, 8 or 12 hours. Each officer shall be entitled to 2 weeks vacation after 1 year of service, 3 weeks vacation after 4 years of service, 4 weeks of vacation after 8 years of service, 5 weeks vacation after 13 years of service and after 18 years of service each officer shall be entitled to one additional day of vacation for each year following up to a maximum of 6 weeks vacation. Vacation time shall be converted to hours. A week is equal to 5 days. One (1) day represents eight (8) hours of vacation time and can be used by the hour in increments of 4, 6, 8 or 12 hours or in an increment approved by the Chief. Vacation submitted prior to March 1st will be awarded based on seniority. Vacation submitted after March 1st will be awarded on a first come first serve basis. In the months of November and December, only one officer may schedule vacation for the same time period. For the months of January through October, no more than 2 officers may schedule vacation in the same time period.

- E. SICK DAYS — Each full-time officer shall be entitled to 12 sick days per year and may accumulate up to 90 days. Sick time shall be converted into hours. One (1) day represents eight (8) hours of sick time. A medical note will be required for any single three-day equivalent absence. At the end of the calendar year, an officer who will accumulate more than 90 sick days may sell back ½ of the excess sick days at the officer's then regular hourly pay rate. At normal retirement, an officer may sell back ½ of all unused sick days at the officer's then regular hourly rate of pay. The remaining sick days will be forfeited. Sick days sold will be paid in a lump sum at retirement or may be consecutively taken immediately prior to retirement, with proper notice of retirement received in writing by the Borough.

Sick leave is not considered a privilege or benefit which is a "right of taking" but, subject to the last sentence of this paragraph, is instead available only in the event of personal illness or physical incapacity resulting from causes beyond the officer's control. Sick leave abuse is a serious disciplinary offense which may subject the abuser to corrective action up to and including dismissal.

- F. UNIFORM ALLOWANCE — Each full-time officer shall be entitled to a uniform allowance each year during the term of this contract in the amount of \$800. The officers and Chief will work together to secure the approved items and a bill from the vendor will be submitted and paid by the Borough up to the above stated maximum per officer. If there is a change in the department uniform policy, the cost shall be borne entirely by the Borough.

- G. BEREAVEMENT DAYS — Each full-time officer shall be entitled to up to 3 consecutive days off with pay for the death in the immediate family which includes: Parent, Spouse, Child, Brother, Sister, Grandparents, and Mother/Father/Brother/Sister in-laws.
- H. DISABILITY INSURANCE — The Borough will offer a short-term and long-term disability plan for each full-time officer. The short-term benefit will begin after 1 to 8 days; provide 66 2/3% of the officer's base wage with a maximum benefit of \$750 per week. The long-term benefit will begin after 180 days; provide 66 2/3% of the officer's base wage with a maximum benefit of \$5,000 per month. All terms and conditions of the policy will be applicable.
- I. LIFE INSURANCE — The Borough shall provide life insurance coverage for active full-time officers in the amount of \$75,000 payable to the officer's designated beneficiary upon death.
- J. POLICE PROFESSIONAL LIABILITY INSURANCE — The Borough shall carry Police Professional Liability Coverage for all officers during the term of this agreement.

ARTICLE V — RETIREMENT BENEFITS

- A. SERVICE YEARS AND AGE REQUIREMENTS — Each full-time officer shall be entitled to a retirement benefit after reaching 55 years of age with 25 years of full-time service with the Borough of Rochester Police Department. An early retirement benefit may be granted after completing a minimum of 20 years of full-time service with the Borough of Rochester Police Department.
- B. BENEFIT COMPUTATION — The officer shall be entitled to a benefit equaling 50% of his final average monthly salary as established in Act 600.
- C. EMPLOYEE CONTRIBUTION — Each active officer shall be required to contribute 5% of their gross wage to the pension plan per year for each year of this agreement.
- D. VESTING — Each active officer shall be vested in the pension plan after completing 12 years of full-time service with the Borough of Rochester Police Department.
- E. LIFE INSURANCE — Each retired officer shall be entitled to a paid-up \$20,000 life insurance policy payable to the officer's designated beneficiary upon death.
- F. POST-RETIREMENT MEDICAL BENEFITS — The Borough will provide for the officer hired prior to the issuance of this Award, January 30, 2024, and his eligible family to continue membership in the Borough's group health care coverage. The Borough will pay 50% or a maximum \$300, whichever is less, of the monthly premium cost for the officer to remain on the group health care plan. When the officer reaches age 65 the Borough will then pay 50% or a maximum \$100, whichever is less, for supplemental coverage.

- G. **COST OF LIVING** — In accordance with the provisions of the Commonwealth of Pennsylvania, Act 600, the Borough may grant a cost-of-living increase for present and future retired officers up to the maximum 75% per Act 600. It is the intention of Council to suspend this benefit for the term of this contract due to the financial distress the plan is currently under which is provided for under Ordinance 2-95 and Act 600.
- H. **DROP PROVISION** — The Borough, through the pension plan, shall provide a Deferred Retirement Option Program (DROP) in conformance with ACT 44 of 2009 and Act 600.
- I. **SERVICE INCREMENTS** — Each officer who shall retire after completion of at least 26 years of aggregate service may be entitled to receive a service increment benefit of \$100 per month for each completed year of service in excess of 25 years up to a maximum amount of \$500 per month and shall be paid monthly in addition to the amount of the normal retirement benefit.
- J. **NEW HIRES** — All active full-time officers will be eligible for the DROP benefit but all full-time officers hired after January 1, 2017 are not eligible to receive the cost-of-living benefit or the service increment benefit.

**** NOTE** — All pension benefits are defined and administered according to the plan document. All state aid attributed to the police pension plan based on unit value must be contributed to the Police Pension Fund annually.

ARTICLE VI — OUTSIDE EMPLOYMENT

Outside employment for the purpose of this agreement shall mean any work a full-time officer engages in outside of his/her employment with the Borough of Rochester. An officer who engages in outside work related to law enforcement must get prior approval from the Police Chief to engage in such work. No equipment purchased by the Borough may be used in such work. An officer injured in such work will not be entitled to any compensation from Rochester Borough. It is understood that an officer's employment with the Borough of Rochester is their primary job and comes before any outside work which also includes overtime needed by the Borough to operate the Department.

ARTICLE VII — WORK SCHEDULE

A work schedule will be developed by the Mayor and Police Chief to efficiently and effectively provide the services deemed necessary to the Borough of Rochester as determined by the Borough Council and the Mayor. The work schedule will be posted at least twelve (12) months in advance. All full-time officers when working the 12-hour schedule will be guaranteed 80 hours per 2 week pay period and two consecutive days off per week. When working the 8-hour schedule full time officers will be guaranteed 40 hours per week and provided 2 consecutive days off per week. This does not include any overtime, special detail or court appearance an officer may work. Officers are permitted to trade shifts amongst each other with the approval of the Police Chief. Should a new schedule be contemplated the Mayor and Police Chief will negotiate an acceptable schedule with the officers.

ARTICLE VIII — MISCELLANEOUS

SEVERANCE PAY — Should there be a need for the Borough to reduce the number of full-time police officers by layoff due to financial reasons the Borough will pay an officer a lump sum payment equivalent to 13 weeks base pay reduced by the amount the officer will or would receive in unemployment compensation.

LEAVES OF ABSENCE - A full-time police officer with a minimum of at least 5 years of continuous service shall be eligible, at the sole discretion of the Borough, for a maximum of 6 months of leave without pay. Said leave of absence shall not be taken for the purpose of obtaining other employment. All other contract benefits shall remain in full force and effect during said leave of absence.

PAST PRACTICES — All existing and past benefits and practices previously enjoyed by members of the Bargaining Unit and not modified by this agreement shall remain in effect.

ARTICLE IX – REGULARLY SCHEDULED PART-TIME OFFICERS (RS P-T O)

- A. The starting hourly rate for all regularly scheduled part-time officers shall be as follows:
- | <u>2023</u> | <u>2024</u> | <u>2025</u> |
|-------------|-------------|-------------|
| \$20.33 | \$20.94 | \$21.57 |

- B. Overtime compensation shall be paid at one and one-half (1 1/2) times the regular hourly rate for each hour of overtime. Overtime consists of any authorized work in excess of forty (40) hours worked in a week. For officers working a 12-hour shift schedule, overtime shall be paid at the rate of one and one-half times the current hourly rate for all hours worked over 80 hours in a two (2) week pay period and/or forty-eight hours in one week.

- C. **COURT APPEARANCES** — The following rates and terms are established as compensation for the various court appearances:

Common Pleas Court, Central Court, or other higher court — Part-time officers who, as part of their duties for the Borough, are required to appear for Court proceedings during their off-duty time, shall be paid 4 hours per day at time and one-half that officer's regular rate of pay. Any additional hours over the first 4 hours shall be paid at time and one-half the officer's regular rate of pay. All Judicial proceedings shall be paid as per Court appearance pay.

District Magistrate Court — Part-time officers who, as part of their duties for the Borough, are required to appear for hearings before the District Magistrate during their off-duty time, shall be paid a sum equal to 3 hours at time and one-half their regular rate of pay.

- D. A part-time officer who is scheduled to work on New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day, Christmas Eve Day or Christmas Day shall be paid his over-time rate.

ARTICLE X — TERM

The term of this Agreement will run from January 1, 2023 through December 31, 2025.
All wages and benefits will be retroactive to January 1, 2023

ARTICLE XI — SEVERABILITY

If any provision of or application of this agreement is found by a Court of competent jurisdiction, or other governmental agency, to be unenforceable, then such provision or application shall be severable from the remainder of this Agreement. If any State or Federal government/agency passes a law which would in effect cause the Borough to be out of compliance with said law due to the terms of this agreement, the Borough and the Association will immediately begin negotiations to provide for the changes in State or Federal law. If the change in law causes a financial gain for one party and or a financial loss for the other party then the objective would be to neutralize the effect of this change.

WITNESSED AND ATTESTED this ____ day of February 2024.

BOROUGH OF ROCHESTER



President of Council



Borough Manager

BEAVER VALLEY LODGE 4
FRATERNAL ORDER OF POLICE



FOP Representative

Union Representative

Union Representative