

**COLLECTIVE BARGAINING
AGREEMENT**

Between

BEAVER COUNTY

and

**BEAVER COUNTY DEPUTY SHERIFFS
ASSOCIATION**

for the period

January 1, 2023

to

December 31, 2026

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ARTICLE I

RECOGNITION

1.1 Unit Description

The Commissioners of Beaver County, managerial representatives of County employers (called "County" herein), recognize the Beaver County Deputy Sheriffs Association (called "Association" herein) as the sole and exclusive bargaining representative for all full-time and regular part-time security guards, including but not limited to Deputy Sheriffs; and excluding management level employees, supervisors, first ever supervisors and confidential employees as defined in the Public Employee Relations Act. This unit was certified by the Pennsylvania Labor Relations Board in Case No. PERA-R-01-471-W.

1.2 Definitions

- A. **Full-time employees:** A person who is on a regular basis scheduled for thirty-three (33) hours or more in a work week,
- B. **Part-time employees:** A person who is on a regular basis scheduled up to thirty-three (33) hours in a work week, or whose employment with the County is his secondary source of employment.

ARTICLE II

MANAGEMENT RIGHTS

2.1 Management Rights Defined

The County and the Sheriff shall exercise their management rights, without restriction, except for those specific restrictions imposed by this Agreement. Management rights shall be defined as being matters of inherent managerial policy which shall include, but not be limited to, such areas of discretion or policy as the functions and programs of the Sheriffs' Department, standards of services, its overall budget, utilization of technology, the organizational structure and direction of personnel, including the right to direct the force, to determine manning requirements, to maintain in effect reasonable rules and regulations relative to employee conduct and to make changes in such rules from time to time.

2.2

The Sheriff of Beaver County retains all managerial rights conferred on the office of Sheriff by the County Code. Nothing in this Agreement shall, in any way, affect the

Sheriff's right to hire and select, discipline or discharge, and supervise the Deputies employed by the Sheriff and the County. Any provision of this Agreement that conflicts with any rights of the Sheriff as granted by the County Code shall be null and void.

ARTICLE III

ASSOCIATION RIGHTS

3.1 Contract Distribution

The County agrees to distribute copies of the contract to all new employees and to inform them of the Association's designation as exclusive bargaining agent for wages, benefits, hours and other terms and conditions of employment.

3.2 Association Representatives (Stewards)

The Association shall designate in writing to the Human Resources Director the Association Representatives it has authorized to investigate, present and process grievances. Stewards shall be permitted to engage in grievance investigation, processing and presentation without loss of time or pay, provided that such activity does not interfere with the operations of the Department, provided, however, that the Sheriff or his designee retains the right to order such activity to cease. Permission shall not be unreasonably withheld.

During the term of this Agreement, the Sheriff may permit employees designated by the Association to take time off with pay for Association business at his discretion, subject to the following conditions:

- A. The time off will not unduly disrupt the operations of the Department;
- B. No more than three (3) days per year (24 hours) will be paid. Such days may be consecutive.
- C. The Association must identify in writing to the Sheriff (or his designee) and to the County Human Resources Director at least one (1) week in advance of the requested date(s) the employees it designates to be relieved from duty for Association business. Employees so designated shall be paid by the County their straight time earnings, not to exceed eight (8) hours per day, for the period of absence. The time so paid shall not be considered as time worked for calculating overtime pay.
- D. The Sheriff shall not be required to replace on the schedule any employee so designated by the Association. In the event the Sheriff determines to replace the employee, it is agreed that any employee may be utilized to fill

the vacancy, regardless of posted schedule. In no event will the County be required to incur an overtime obligation to replace the designated employee.

3.3 Association Access

The Sheriff and the County agree to permit the Association to have access to the members of the bargaining unit when the Association official indicates his presence to the Human Resources Department and to the Sheriff or his designee, and the access does not result in an interruption of work. The Association will be permitted to utilize space on three (3) bulletin boards in the Courthouse and one (1) bulletin board in the Sheriff's Department.

3.4 Association Use of Facilities

The Association shall be permitted the use of County facilities, for association meetings, by request to the Human Resources Director made in writing, at least five (5) days in advance of the proposed meeting. The use of such facilities shall not be unreasonably withheld.

3.5 Association Information

The County will supply non-confidential information to the Association for purposes of allowing it to bargain collectively and to handle grievance and arbitration matters.

ARTICLE IV

ASSOCIATION SECURITY

4.1 Employee Association Membership

All employees who are members of the Association as of the date of this Agreement, and all employees who hereafter become members of the Association shall, as a condition of their employment, maintain their membership in the Association in good standing 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 to the County by the Association to such effect, obligate the Employer to discharge such person.

4.2 Dues Deduction

The County agrees to deduct monthly Association dues and/or uniform assessments of the Association from each pay of the month of any employee from whom written authorization is received, and to send such dues to the Secretary-Treasurer of

the Association on or before the end of the month for which the deduction is made. An employee shall have the right to revoke such authorization by giving written notice to the County and Association during the period fifteen (15) days prior to expiration of the Agreement.

4.3 Resignation from the Association

Employees who are, or may become members of the Association, may resign from the Association during the period of fifteen (15) days prior to the expiration of this Agreement, in accordance with the provisions of the Public Human Resources Act.

4.4 Hold Harmless

The Association shall defend and hold the County and its representatives harmless from any and all claims or litigation of any kind arising out of any action or inaction by the County or any County representative to comply with the provisions of the Article.

ARTICLE V

SCHEDULING AND OVERTIME

5.1 Scheduling and Shift Selection

The normal work week for full-time Deputy Sheriffs shall consist of five (5) days, scheduled so as to permit senior employees to work such days consecutively, if possible. Schedules for all Deputy Sheriffs shall be posted twenty-eight (28) days in advance, with the understanding that all schedules are subject to change as determined by the Sheriff. Subject to the operational needs of the Department and Management's approval, it is agreed that senior deputies may select their shifts and schedules in accordance with their seniority. There will be one (1) pick on the midnight shift and two (2) picks on the 4-12 shift as long as these shifts are scheduled. Management's approval will not be unreasonably withheld.

Part-time Deputy Sheriffs will be scheduled in such a manner as to supplement the full-time complement, consistent with the operational needs of the Department.

5.2 Work Week

- A. The normal work week for full-time Deputy Sheriffs shall consist of five (5) consecutive work days.
- B. The work week shall begin at 12:01 A.M. Sunday morning, or the shift changing time closest thereto.

5.3 Overtime

- A.** For employees scheduled to work on an eight (8) hour per day schedule, overtime shall be paid at the rate of time and one-half (1 1/2) for all hours worked over eight (8) in a day or forty (40) in a week.

For employees scheduled to work on a schedule in excess of eight (8) hours per day, overtime shall be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of those scheduled. For example, an employee scheduled to work ten (10) hours but who actually works twelve (12) will receive two (2) hours of overtime premium.

There shall be no pyramiding of overtime.

- B.** The practice with respect to call-outs for overtime opportunities, and equalization of overtime, shall be continued, with the exception that Deputies who are on vacation will be eligible for overtime call-out, unless they inform Management in advance that they do not wish to be called. A Deputy on vacation who refuses an overtime opportunity will be charged with a refusal for overtime equalization purposes unless he has informed Management of his desire not to be called while on vacation.

Extra work details for outside agencies, which are reimbursed to the County, shall continue to be distributed among Deputy Sheriffs as in the past.

- C.** Management shall provide to the Association, on a routine basis, the overtime hours worked by Deputies. The Sheriff shall endeavor to distribute overtime as equitably as possible, taking into consideration the circumstances of the case.
- D.** For purposes of this section, a holiday shall be treated as time worked.
- E.** When a Deputy is held over from his/her shift to complete an assignment, overtime equalization rules shall not require the Deputy to be replaced. The hours worked by the Deputy held over shall apply for equalization purposes.

5.4 No Overtime Refusal

No employee shall be justified or warranted, without valid reason, to refuse overtime on any day when the necessity for doing such overtime work arises because the job must be finished that day or because of an emergency.

5.5 Call Out

Any employee called to work, or who is called back to work after completing his regular day's work, shall be guaranteed the lesser of three (3) hours or the number of hours until the employee's next scheduled shift begins. An employee who completes all immediate activities of the assignment necessitating the call-out in less time than the minimum call-out hours will be released from duty if no further assignments exist. This section shall apply to call-outs for court appearances

5.6 On-Call Pay

Deputy Sheriffs who are required by the Sheriff to be on call shall be compensated Five Hundred Dollars (\$500.00) per week effective January 1, 2023. In the event the Midnight shift is eliminated, a Deputy shall be designated as on call for each week the Midnight shift is not worked. It is understood that being called to work, called back to work and/or call-outs exist where the employee is required to physically report to a location and does not apply to answering telephone calls.

5.7 Coffee Break

Each employee is entitled to a fifteen (15) minute break during each one-half (1/2) work shift.

5.8 Hospital Details

There shall be a minimum of two (2) Deputies assigned to all hospital details. Hospital details in Beaver County may allow the second Deputy to be assigned without utilizing the overtime equalization policy so as to include part-time deputies before full-time deputies.

ARTICLE VI

SENIORITY

6.1 Seniority

- A. Seniority is defined herein as the date that the employee starts work as a Deputy Sheriff in the bargaining unit. Seniority shall be accumulated during absences due to illness, layoff or leave of absence as long as it is not terminated in accordance with other provisions of this Agreement.
- B. There shall be two separate seniority lists, one for full-time Deputies and one for part-time Deputies. Seniority credit on each list begins to

accumulate on the first day of employment as either a full-time Deputy or as a part-time Deputy.

6.2 Promotions

Promotion from part-time status to full-time status shall be at the discretion of the Sheriff.

6.3 Reductions in Force

In the event of a reduction in force, part-time Deputies shall be laid off first, beginning with the most junior Deputy. This application of seniority shall extend also to reductions in regularly scheduled work hours. Junior Deputies shall have their hours reduced before senior Deputies are affected.

Full-time Deputies shall only be furloughed after the furlough of all part-time Deputies. In the event this occurs, the furlough of full-time Deputies shall be by inverse order of seniority.

6.4 Recall

- A. Laid off Deputies shall be recalled in reverse order in which they were laid off.
- B. Recalled employees shall receive the benefit of any step progression unless laid off for six (6) months or more. In this event, such employee may be required to work six (6) months after recall before receiving the benefit of the step progression.

6.5 Seniority Broken

- A. Seniority shall be broken and employment terminated for any of the following reasons:
 1. An employee quits or resigns, retires or is promoted out of the bargaining unit;
 2. An employee is discharged;
 3. An employee is laid off for a period in excess of twenty-four (24) consecutive months or a period equal to the amount of active employment of the employee, whichever is lesser;
 4. (a) Absence due to non-work-related injury or sickness of twenty-four (24) months.

- (b) In cases of absence due to work-related injury or sickness, seniority shall be broken and employment terminated if the County or the Sheriff determines that the disability is permanent, meaning of a lasting and indefinite duration such that the Deputy will not be able to return to work in the foreseeable future. In such cases, the Deputy shall be notified of the intent to terminate his employment, and may challenge the decision that his disability is permanent.
- B. A Deputy who returns to the bargaining unit after incurring a break in service due to promotion within the Sheriff's Department or retirement not in excess of two (2) years under Section 6.5(A) shall be credited for seniority purposes under this Agreement with all prior bargaining unit time. The Deputy will be returned to the appropriate seniority list at the level when the break in service occurred and will begin accruing at that level. Credit for the break in service is not counted toward seniority level.

6.6 Vacation Calculation

For purposes of computing vacation entitlement, each employee shall be permitted to count all years of continuous service with the County.

6.7 Part-Time Seniority

For the purpose of this Article, regular part-time employees who are regularly scheduled to work more than two (2) days a week shall receive one (1) day of continuous service credit for each two (2) days of part-time service. Under no circumstances can a part-time employee bump or exercise seniority rights ahead of a full-time employee. Full-time employees facing reduction may bump part-time employees or elect lay off. The County may use work hours to determine service and seniority if this is easier to track.

6.8 Appointment of Deputies

Section 1205 of the County Code governs the appointment and removal of Deputy Sheriffs and is incorporated by reference herein.

6.9 Association Membership Records

The County agrees to provide the Association, within two (2) weeks after execution of this Agreement, a list containing the names and addresses of all employees covered by this Agreement, with their lengths of service with the County and as Deputy Sheriffs. The list shall be updated as requested by the Association to reflect personnel actions.

ARTICLE VII

GRIEVANCE PROCEDURE

7.1 Disputes Jurisdiction

All disputes otherwise arbitrable between the Employer and the Union, or between the Employer and any of its employees relating to this Agreement, its meaning, application or interpretation, and all disputes involving eligibility for Heart and Lung Benefits as described in the Enforcement Officer Disability Benefits Law, 53 P.S. § 637, shall be settled in accordance with the following grievance procedure:

STEP ONE: All grievances must be initiated within fifteen (15) days of the alleged occurrence. It shall first be discussed orally, by the grievant and/or his steward and the employee's immediate supervisor representing the Sheriff, and the Human Resources Director representing the Commissioners. An answer to the grievance will be provided within seven (7) calendar days of such meeting.

STEP TWO: If a satisfactory settlement is not reached in Step One, the grievant must reduce his grievance to writing and give or send a copy of the same to the Sheriff or his designee, to the Director of Human Resources and to the Union within fifteen (15) calendar days after receipt of the Step One answer. The Sheriff or his designee, the Director of Human Resources and an Association officer or steward shall meet in an attempt to settle the dispute. A written answer must be given to the grievance within seven (7) calendar days after such meeting.

STEP THREE: In the event no agreement is reached at Step Two, then the Association may, upon written notice, appeal the grievance to arbitration within fifteen (15) calendar days after receipt of the Step Two answer. The County and the Association shall then promptly attempt to mutually agree upon an impartial Arbitrator within seven (7) calendar days after the notice of appeal to arbitration. If the County and the Association are unable to mutually agree upon an impartial Arbitrator within fifteen (15) calendar days, then they shall request the American Arbitration Association to submit a panel of seven (7) names of suggested Arbitrators. The parties shall then select the impartial Arbitrator from such list until but one (1) name remains. The County shall strike the first name.

The decision of the impartial Arbitrator shall be final and binding on all matters within his jurisdiction. However, it is agreed that the arbitrator shall be bound by the terms of this Agreement, or by the terms of the Heart and Lung Act, and shall have no authority whatsoever to modify its terms. The Arbitrator shall have no jurisdiction or authority to interfere with the managerial rights of the Sheriff as conferred by the County Code.

The expense of the impartial Arbitrator selected, the hearing room, and the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the County and the Association.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Membership Update on Association Employees Records

The County agrees to provide the Association with a regular monthly notice of all new appointments (and their address), promotions, resignations and retirements affecting employees within the bargaining unit.

8.2 Safety Clause

No employees shall be required to work under conditions that are unsafe or hazardous. However, it is agreed that all employees shall perform the work first and then grieve the determination of "unsafe or hazardous" conditions, unless there is a clear and present threat to the employee's safety. This provision is not intended to prevent the employer from assigning public safety responsibilities to employees such as Deputy Sheriffs as in the past.

8.3 No Strike/No Lockout

It is understood that there shall be no strike or lockout during the life of the Agreement.

8.4 Pension Meetings

The Association shall notify the County of the employees selected to observe meetings concerning the pension system and to receive reports concerning same.

8.5 Part-time Benefits

Regular part-time employees who are regularly scheduled to work more than two (2) days a week, and who are eligible, will receive no fringe benefits other than pro-rata vacation and sick leave.

ARTICLE IX

DISCIPLINARY ACTION

9.1 Employee Discipline

Employees may be disciplined by the Sheriff or his designee in accordance with the Sheriff's rights under the County Code. If practicable, the Association and the employee shall be notified and the reasons for the discipline provided, in writing, to the Association and the employee prior to the imposition of any suspension, discharge, or other disciplinary action.

ARTICLE X

EVALUATION AND PERSONNEL FOLDERS

10.1 Personnel File Access

Employees within the bargaining unit will have the right, upon request, to review the contents of their personnel file. The employee shall have the right to submit a statement concerning any material in his file. Such statement shall become a part of his personnel file.

10.2 Personnel File Maintenance

No material shall be placed in the personnel file without notification to the employee or without an opportunity for him to read the material. He may acknowledge that he has read such material by affixing his signature on the material to be filed, with the understanding that such signature merely acknowledges that he has read the material and does not indicate agreement with its contents. The reading and acknowledgment of such material shall take place in the presence of the Human Resources Director or his designee. The employee shall have the right to answer any material so filed and his answer will become a part of his personnel file.

ARTICLE XI

COMPENSATION

11.1 Wage Rates

- A. Effective January 1, 2023, full-time members of this bargaining unit will receive a three percent (3%) general wage increase, which is retroactive to January 1, 2023. Effective July 1, 2023, full-time members will receive an

additional one-half percent (.5%) general wage increase, which is retroactive to July 1, 2023. Effective January 1, 2024, full-time members will receive a three percent (3%) general wage increase. Effective July 1, 2024, full-time members will receive an additional one-half percent (.5%) general wage increase. Effective January 1, 2025, full-time members will receive a three and one-half percent (3.5%) general wage increase. Effective January 1, 2026, full-time members will receive a three and one-half percent (3.5%) general wage increase. Wage rates are set forth on Appendix A, attached hereto and made a part hereof.

- B. Part-time members of this bargaining unit will receive a three percent (3%) general wage increase, which is retroactive to January 1, 2023. Effective July 1, 2023, part-time members will receive an additional one-half percent (0.5%) general wage increase, which is retroactive to July 1, 2023. Effective January 1, 2024, part-time members will receive a three percent (3%) general wage increase. Effective July 1, 2024, part-time members will receive an additional one-half percent (0.5%) general wage increase. Effective January 1, 2025, part-time members will receive a three and one-half percent (3.5%) general wage increase. Effective January 1, 2026, part-time members will receive a three and one-half percent (3.5%) general wage increase. . Wage rates are set forth on Appendix A, attached hereto and made a part hereof.
- C. Effective January 1, 2020, Sergeants whose positions have been duly authorized by the County Salary Board shall be paid an additional One Dollar (\$1.00) per hour above their regular hourly rate.
- D. In the event that the County Salary Board authorizes the creation of additional ranks within the bargaining unit, the parties will negotiate a rate for same.
- E. Any Deputy who serves as an approved, certified instructor to other deputies in the unit shall be paid an additional Two Hundred Fifty (\$250.00) per year with said amount distributed in the last pay of the fiscal year.
- F. Employees are paid on a bi-weekly basis. All compensation shall be made through a direct deposit to a banking institution(s) as directed by the employee.

ARTICLE XII

SHIFT DIFFERENTIAL

12.1

Effective January 1, 2020, in addition to their regular wages, all employees (full-time and part-time) shall receive a differential of One Dollar (\$1.00) per hour for all hours worked on their shift, provided they work fifty percent (50%) or more of their hours between 3:00 p.m. and 7:00 a.m. The shift differential is fully retroactive to January 1, 2020.

ARTICLE XIII

EXPENSES

13.1 Mileage Allowance

An employee who is required by the County to use his personal vehicle shall be paid the maximum per mile rate which the Internal Revenue Service allows for such mileage.

13.2 A. Meal Allowance

Unless otherwise provided herein, meal allowance for deputies shall be in accordance with the County's Travel Policy, as it may be amended from time to time. All reimbursements are subject to the terms of the Travel policy. Local travel is defined as travel that does not require an overnight stay and is not over a one hundred (100) miles radius from the Beaver County Courthouse.

B. Overnight Travel Allowance

Full-time and part-time Sheriff's Deputies shall continue to receive the currently effective meal reimbursement and overnight travel allowances. Effective January 1, 2023, the reimbursement for meals on overnight trips shall be Seventy Dollars (\$70.00) per day. Beginning on January 1, 2025, the reimbursement shall increase to Eighty (\$80.00) per day.

On trips which exceed two hundred fifty (250) miles one way, Deputies may elect to stay overnight subject to prior approval by the Sheriff which shall not be unreasonably withheld. Each Deputy, regardless of gender, shall be provided with his or her own hotel room.

In addition, two (2) Deputy Sheriffs shall be scheduled for any out-of-County trip for the purpose of rendition, extradition or transporting of prisoners, except for trips to the following destinations: Ellwood City (Lawrence County); Zelienople (Butler County); Cranberry (Butler County); and Sewickley (Allegheny County).

13.3 Canine Control Officers

Full-time Deputy Sheriffs who are designated by the County as Canine Control Officers will be reimbursed Ten Dollars (\$10.00) a day when they are required to care for and feed the canine.

13.4 Uniform and Weapon Allowance

The County shall provide Deputy Sheriffs with an annual clothing allowance in the following amounts:

Effective January 1, 2023, the full-time Deputy allowance shall increase to Seven Hundred Fifty Dollars (\$750.00) per year and the part-time Deputy allowance to Six Hundred Fifty Dollars (\$650.00) per year. Effective January 1, 2024, the full-time Deputy allowance shall increase to Eight Hundred Dollars (\$800.00) per year and the part-time Deputy allowance to Seven Hundred Dollars (\$700.00) per year.

Permissible items are listed in Appendix B. Vendor for these items must be approved by the Sheriff and the Commissioners.

Law enforcement quality Kevlar vests or similar protective gear shall be provided to all Deputies at the time of hire and shall be replaced in accordance with the manufacturer's warranty recommendations. Any part-time Deputy who leaves the Department before one (1) year will be required to repay the cost of the Kevlar vest to the County. Deputies shall have input in the process of selecting the vests. Prior to purchase of any new or replacement vests, the County and Sheriff shall meet with the Association representatives to review and discuss all options in terms of manufacturer, model, etc. The County and Sheriff shall take the Association's recommendations into consideration when selecting the vests to be used. This consultation process shall occur not more than twice per year.

The County shall permit a retiring Deputy to purchase his/her duty weapon, provided that he/she has completed a minimum of five (5) years of service as a Beaver County Deputy Sheriff. Purchase shall be by the Beaver County Deputy Sheriffs Association, and shall be accomplished by the Association purchasing a replacement weapon of the same make and model and donating same to the County. This shall apply to both full-time and part-time Deputies.

ARTICLE XIV

HOLIDAYS

14.1 Holidays Recognized

The following days shall be recognized as paid holidays for all employees:

New Year's Day	Martin Luther King, Jr. Day
President's Day	Good Friday
Easter Sunday (only if worked)	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans' Day
General Election Day	Thanksgiving Day
Day after Thanksgiving	Christmas
Calendar Day after Christmas (or such workday as the parties may agree)	

Note: Flag Day has been removed as a holiday and an additional personal day has been added.

14.2 Holiday Pay

If an employee works on any one of the days set forth in Section 14.1, he shall receive his holiday pay, plus time and one-half (1 1/2) for all hours worked.

Part-time Deputies who work on a holiday shall receive time and one-half (1 1/2) for all hours worked on the holiday. Part-time Deputies are not otherwise entitled to receive holiday pay.

Easter Sunday is a holiday only if worked. Employees who work Easter Sunday will be paid in accordance with this Section.

14.3 Holidays and Schedules

All regular full-time employees shall be entitled to the above-mentioned legal holidays, except when it is necessary to meet operational requirements and maintain service. In this event, any employee scheduled to work on the above-designated holidays shall, at his option, be allowed another day off, as schedules will permit, or be compensated at the rate set forth in Section 14.2.

14.4 Holiday Credits

Any employee on sick leave or vacation who would otherwise be entitled to a paid holiday shall not have the holiday charged against his sick leave or vacation credit.

14.5 Holiday Absences

All employees must be in compensable status on the day preceding a holiday and the day succeeding a holiday in order to be paid for the holiday. Any absence on these days must be reported to supervisor on duty prior to the start of the employee's shift.

14.6 Holiday Determinations

For employees regularly scheduled on a Monday through Friday schedule, when a holiday falls on a Sunday, the following Monday shall be observed as a holiday; when a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

For other employees, the holiday shall be observed on the actual date set for the holiday.

ARTICLE XV

VACATIONS

15.1 Vacation Ranges

A.

1. All regular full-time employees shall receive the following vacations with advance pay:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
6 months to 1 year	1 week*
1 year less than 4 years	2 weeks
4 years less than 8 years	3 weeks
8 years less than 10 years	4 weeks
10 years less than 12 years	4 weeks, 2 days
12 years less than 15 years	4 weeks, 4 days
15 years and over	5 weeks.

* This provision only applicable to employees hired between January 1 and May 1.

2. Employees hired on or after January 1, 2010 shall receive the following vacations with advance pay:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
0-12 months	1 week
13 months to 76 months	3 weeks
77 months +	4 weeks

B. All regular part-time employees shall receive the following vacations with advance pay, provided they have worked at least 2080 hours in the previous year:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
1 year but less than 4 years	80 hours
4 years and over	120 hours

In the event that the employee works less than 2080 hours in the previous year, the following formula will be used to calculate vacation entitlement:

Hours worked (divided by) 2080 (multiplied by) vacation entitlement based on years of service (e.g. 80, or 120 hours).

This formula will set the vacation entitlement of such part-time employees for the year, with partial numbers rounded to the nearest whole hour.

C. For purposes of this Section, paid leave shall count as hours worked for vacation entitlement. Unpaid leave, with the exception of military leave, does not count.

15.2 Vacation Earned

Vacation entitlement is based on continuous service with the County and is earned as of the employee's anniversary date. Vacations are considered earned as of January 1 of each calendar year; however, if the employee ceases employment in the year in which additional vacation is earned, and terminates employment prior to the anniversary date then, if the additional vacation has been used, the employee shall reimburse the County for the unearned vacation.

15.3 Vacation Scheduling

Each February 1, the County shall supply vacation preference forms to employees. Vacations shall be granted at the time requested by the employee, subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority as it relates to total years of service with the County shall be given the choice of vacation period in the event of any conflict in the selection, provided the form is returned by March 1.

The employees must pick their vacation by March 1 of each year. Employees who do not pick their vacation by March 1 will be permitted to pick vacations on a first come, first served basis, provided that this vacation does not interfere or limit the departmental needs, with seniority as the tie breaker in case of disputes between employees.

15.4 Vacation Credit

If a holiday occurs during employee's vacation period, such employee, at his option, shall be either entitled to day's pay in addition to his regular vacation pay or to an additional day off with pay at a time mutually agreeable between the County and the employee.

15.5 Termination Notice

Employees must work out a two (2) week notice prior to termination or forfeit accrued vacation.

15.6 Vacation Buyback

Full-time employees, after accumulating more than ten (10) vacation days, shall be entitled to sell back five (5) vacation days per year at the employee's current hourly rate. This is limited to a buyback of five (5) vacation days. Payroll will send notification of when buyback days must be submitted to be paid on the 1st pay of December.

ARTICLE XVI

JURY DUTY

16.1 Jury Duty Compensation

Any employee who has been called to jury duty shall be compensated by the Employer the amount of money necessary to equal the difference between the employee's regular pay and the compensation received for jury duty. An employee

excused from jury service shall report to work at the beginning of his next regularly scheduled shift. The employee will present proof of service by a jury notice of summons and the amount of pay received for such service.

16.2 Jury Duty Notification

When an employee receives notice that he is to report for jury duty, he shall notify his appropriate Department Head immediately after the employee receives notice.

16.3 Jury Duty Status

An employee on jury duty shall be considered the same as being at work.

ARTICLE XVII

BEREAVEMENT LEAVE

17.1 Days Permitted

In case of death in the immediate family, three (3) consecutive days, with pay, will be granted to full-time employees at straight time rate. Immediate family is defined as husband, wife, children, parents, brother, sister, grandmother, grandfather, parent-in-law, brother-in-law, sister-in-law, step-parents and step-children.

Part-time employees shall receive bereavement leave as outlined above, provided that they shall receive paid leave only if scheduled to work on the days taken.

17.2 Near Relatives

In the event of death of other near relatives, one day (1) off with pay, at straight time rate, will be granted to employees for the purpose of attending the funeral if it is scheduled during the employee's regular work day. Near relatives are defined as aunt, uncle, niece, nephew, and first cousin.

Part-time employees shall receive one (1) day of leave with pay, which shall be the day of the funeral or other memorial service, provided that they are scheduled to work on that day.

17.3 Bereavement Travel

Additional time may be granted to employees in the event travel is required in order to attend the funeral of those mentioned above, upon application by the employee to the Sheriff.

ARTICLE XVIII

SEVERANCE NOTICE GUARANTY

18.1 Layoff/Termination Notice

The Association and all employees affected shall receive thirty (30) days calendar notice of layoff or termination, except in cases of termination for cause. If such notice is not provided the employee shall receive four (4) weeks pay in lieu of the notice.

ARTICLE XIX

SICK LEAVES, ABSENTEE CONTROL and PHYSICAL EXAMINATIONS

19.1 Sick Day Computation

Every regular full-time employee, effective January 1 of each year, shall receive a new bank of ten (10) sick days. Effective January 1, 2020, new full-time employees shall receive five-sixths (5/6) day per month.

For each part-time employee the sick calculation will be: Hours worked (divided by) 2080 (multiplied by) sick entitlement (e.g. 80 hours).

This formula will set the sick entitlement of such part-time employees for the year, with partial numbers rounded to the nearest whole hour.

19.2 Sick Day Accumulation and Allowance

Employees may accumulate sick leave up to a maximum of one hundred fifty (150) days.

Employees, after accumulating more than fifty (50) sick days, may sell back to the County ten (10) sick days, per year, and shall receive payment at the rate of fifty percent (50%) of his current hourly rate for each sick time hour sold back.

The yearly computation for sick day accumulation and allowance shall be from December 1 of a calendar year to November 30 of the following calendar year.

At retirement, employees may sell back to the County their unused, accumulated sick days at fifty percent (50%) of their then current hourly rate. Accumulated sick leave for a Deputy killed in service shall be purchased by the County at one hundred percent (100%) of the deceased Deputy's then current hourly rate.

A sick leave donation bank shall be established. Any Deputy with more than ten (10) days of stored sick leave may contribute up to five (5) days of sick leave per year to the bank so long as he/she maintains at least ten (10) days of accumulated stored sick leave. The purpose of the bank is to provide paid time off to bargaining unit members unable to work due to non-work related illness or injury and who have exhausted all of their paid leave. In order to qualify for paid leave from the bank a Deputy must have a serious health condition, e.g. cancer, heart attack, etc., that prevents him or her from performing the essential functions of the job. It is expressly agreed that these donated days are limited to providing paid leave from work and shall not be sold back to the County at termination or retirement by any Deputy. The County will make eligibility determinations based on the above criteria, subject to the grievance procedure.

19.3 Employee Examinations

If in the judgment of the County or the Sheriff, an employee does not appear able to physically perform the duties of his occupation, the County may have the employee examined to determine if the employee is able to continue in his occupation. The cost of the examination shall be borne by the County.

ARTICLE XX

INSURANCE

20.1 Hospitalization Plan

The County shall provide hospitalization benefits to each eligible regular bargaining unit employee and his or her dependents through the Beaver County Health Alliance model.

20.2 Physician Services

The County shall provide physician service benefits through UPMC Beaver County Health Alliance or such other physician network as the County shall determine.

Effective January 1, 2023, or as soon as administratively practicable thereafter, co-pays for physician services for January 1, 2023 through December 31, 2026 will be as follows:

Co-pays	2023	2024	2025	2026
PCP	\$20.00	\$25.00	\$25.00	\$25.00
Specialist	\$50.00	\$55.00	\$55.00	\$55.00
ER	\$200.00	\$200.00	\$200.00	\$200.00
Virtual	\$5.00	\$10.00	\$10.00	\$10.00
Urgent	\$50.00	\$55.00	\$55.00	\$55.00

20.3 Vision Care

The County shall provide vision benefits through a provider of its choosing. The benefits shall be substantially equivalent to those currently provided.

20.4 Dental Care

The County shall provide dental benefits through a provider of its choosing. The benefits shall be substantially equivalent to those currently provided.

20.5 Employee Benefit Coverage Contribution

Each employee covered by the County's Benefit Program for Hospitalization and Physician Services shall contribute three percent (3.0%) of the employee's base wage toward the cost of insurance premiums for such coverage, effective January 1, 2020.

Effective January 1, 2023, the percentage rate of contribution shall be three and one-half percent (3.50%) of the employee's base wage.

Effective July 1, 2023, the percentage rate of contribution shall increase to three and three quarters percent (3.75%) of the employee's base wage.

Effective January 1, 2025, the percentage rate of contribution shall increase to four percent (4%) of the employee's base wage.

Effective January 1, 2026, the percentage rate of contribution shall increase to four and one quarter percent (4.25%) of the employee's base wage.

Employees absent for an extended period shall make arrangements with the County for payment of their coverage contribution. Coverage will be terminated if contribution is not made.

If an employee is eligible for health care coverage through the County and elects to use a spouse's or parent's insurance, who is not employed with the County, the employee will be paid Three Thousand Dollars (\$3,000.00) per year, which will be paid out in twenty-six (26) pays, effective January 1, 2020. This is fully retroactive to January 1, 2020.

20.6 Prescription Plan

Prescription drug benefits will be provided subject to the following conditions and co-pays:

The prescription benefit plan will be mandatory mail order for maintenance drugs from a mail order provider selected by the County. Maintenance drugs are defined as

any prescription exceeding a thirty (30) day supply and/or with multiple refills. All drugs will be subject to a three-tiered formulary as defined by the County's Pharmacy Benefit Manager and will be subject to the following co-pays:

January 1, 2023 – December 31, 2023

	30-day supply	90-day supply
Generic	\$15.00	\$30.00
Preferred	\$30.00	\$40.00
Non-preferred	\$50.00	\$60.00
Specialty	\$150.00	N/A

January 1, 2024 – December 31, 2025

	30-day supply	90-day supply
Generic	\$15.00	\$30.00
Preferred	\$30.00	\$40.00
Non-preferred	\$60.00	\$60.00
Specialty	\$200.00	N/A

January 1, 2026 – December 31, 2026

	30-day supply	90-day supply
Generic	\$20.00	\$30.00
Preferred	\$40.00	\$50.00
Non-preferred	\$70.00	\$80.00
Specialty	\$200.00	N/A

There will be no Dispensed as Written (DAW) or Single Source exceptions to the co-pay provisions.

Co-pays are not affected by participation in the Wellness Program.

Co-pays are effective January 1, 2023, or as soon as administratively practicable thereafter.

All prescriptions have a mandatory generic prescription.

All narcotic prescriptions have a seven (7) day limit.

All prescriptions must follow the Step Therapy. See Attachment 6.

20.7 Specialty Drugs

Effective January 1, 2024, or as soon as administratively practicable thereafter, the co-pay as to drugs that are designated specialty drugs under the prescription drug plan shall be Two Hundred Dollars (\$200.00) per thirty-day supply, provided, however, that a specialty drug for purposes of this provision shall be restricted to drugs the cost of which is more than Six Hundred Dollars (\$600.00) per thirty-day supply and which also satisfy one or more components of a specialty drug such as treating a rare condition, requiring special handling, requiring ongoing clinical assessment or having a limited distribution network.

20.8 Health Insurance Deductible

Effective January 1, 2023 through December 31, 2024, each employee covered by the County's Benefit Program for Hospitalization and Physician Services shall be subject to an annual deductible of One Thousand Five Hundred Dollars (\$1,500.00) per individual or Three Thousand Dollars (\$3,000.00) for employee/family.

The annual deductible of One Thousand Five Hundred Dollars (\$1,500.00) per individual shall be reduced to Two Hundred Dollars (\$200.00) for any employee who participates in the Employee Wellness Program/Take a Healthy Step Program and has earned 200 points during the January 1 through October 31 period of the prior calendar year. The annual deductible of Three Thousand Dollars (\$3,000.00) per family shall be reduced to Four Hundred Dollars (\$400.00) for any employee who participates in the Employee Wellness Program/Take a Healthy Step Program and has earned 200 points during the January 1 through October 31 period of the prior calendar year, provided his or her spouse has also earned 200 points during that time.

Effective January 1, 2025 through December 31, 2026, each employee covered by the County's Benefit Program for Hospitalization and Physician Services shall be subject to an annual deductible of Two Thousand Dollars (\$2,000.00) per individual or Four Thousand Dollars (\$4,000.00) for employee/family.

The annual deductible of Two Thousand Dollars (\$2,000.00) per individual shall be reduced to Two Hundred Fifty Dollars (\$250.00) for any employee who participates in the Employee Wellness Program/Take a Healthy Step Program and has earned 200 points during the January 1 through October 31 period of the prior calendar year. The annual deductible of Four Thousand Dollars (\$4,000.00) per family shall be reduced to Five Hundred Dollars (\$500.00) for any employee who participates in the Employee Wellness Program/Take a Healthy Step Program and has earned 200 points during the January 1 through October 31 period of the prior calendar year, provided his or her spouse has also earned 200 points during that time.

Any employee who elects against coverage provided through the County's Benefit Program for Hospitalization and Physician Services shall not contribute any portion of his or her wages during any period in which coverage is not provided to such employee.

20.9 Life Insurance

- A. The County shall provide group term life insurance for regular full-time employees at the face amount of Thirty Thousand Dollars (\$30,000.00).
- B. The County shall provide, upon retirement, a Two Thousand Five Hundred Dollar (\$2,500.00) benefit for each full-time employee. Upon mutual agreement of the parties, this death benefit may be provided under a self-insurance mechanism and, if so agreed, instead of being purchased through an insurance carrier, shall be provided under the terms and conditions the parties so agree upon. In the event the parties agree to such self-insurance mechanism, the face amount shall be increased to Two Thousand Seven Hundred and Fifty Dollars (\$2,750.00).

20.10 Sickness and Accident Insurance

- A. The County shall provide full-time employees with sickness and accident benefits at the lesser of sixty per cent (60%) of gross pay or Five Hundred Dollars (\$500.00) per week. Benefits shall be for thirteen (13) weeks. Employees on FMLA will use sick day bank down to twenty (20) days.
- B. Employees shall be permitted to receive the benefits of this Section beginning on the twenty-first (21st) day of absence due to an accident or illness.
- C. If an employee who requests and receives such a leave of absence is off for longer than six (6) months, the employee may purchase benefits from the County's vendor.
- D. Employees returning from a leave of absence must return to active employment for a minimum of ninety (90) calendar days to be eligible for further sickness and accident benefits.

20.11

The County may at any time during the term of this Agreement provide the benefits described herein with any other network and/or provider.

ARTICLE XXI

LEAVES OF ABSENCE

21.1 Military Leave

Any employee entering military service shall have re-employment rights and pay in accordance with the Federal and State statutes pertaining to such military service.

21.2 Parental Leave

Effective July 25, 1997, employees may use up to four (4) weeks of accrued sick leave for the birth of a child or adoption; this leave is considered to be FMLA leave.

Any and all written and/or unwritten employment policies and practices, including matters such as the commencement and duration of leave and the availability of any extensions thereof, the accrual of seniority, reinstatement, payment under any medical or disability insurance or sick leave plan and any other benefits and/or privileges under this contract shall be applied to disabilities caused or contributed to by pregnancy, miscarriages, abortion, childbirth, and/or recovery from any of the aforesaid in the manner without discrimination, as applied to all other sickness and disabilities.

21.3 Sickness Leave

The County agrees to grant a leave of absence, without loss of seniority rights and without pay, to employees who are unable to work due to such employee's own non-occupational sickness or accident.

The leave may extend up to a maximum of one (1) year, and may be for any shorter period which is mutually agreeable to the parties.

Employees who request and receive such a leave of absence due to non-occupational sickness or accident will have the benefits provided under the County's hospitalization-surgical program, and the County's dental program, for a period of six (6) months following the month in which the leave is granted but, after such period, the employee must make his own arrangements for the continuation of such program.

Employees receiving sickness and accident benefits or unpaid leave of absence will not accrue sick days, vacation days, holidays or personal days.

The FMLA Policy attached hereto as Attachment 2, revised to comport with changes to the law, shall be effective for the duration of this Agreement.

ARTICLE XXII

PERSONAL DAY

22.1 Definition

Each full-time employee shall be allowed four (4) paid days, per year, for personal use, provided twenty-four (24) hours' notice is given to the Sheriff.

ARTICLE XXIII

NON-DISCRIMINATION

23.1 Non-Discrimination

No employee, covered by this Agreement, shall be discriminated against because of membership in the Association or activities on behalf of the Association. Neither the Employer nor the Association shall discriminate for or against any employee or applicant for employment covered by this Agreement on account of race, sex, religious creed, color, marital status, or national origin. The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classifications regardless of sex, status, or national origin. The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classifications regardless of sex.

23.2 Political Discrimination

No employee shall be reduced in rank, terminated, laid off, or suffer a loss of any benefit of employment because of political activity or inactivity. All employees agree to carry out all policy decisions of elected officials as soon as such decisions are communicated to the employees.

ARTICLE XXIV

EDUCATION COMMITTEE

24.1 Committee Organization/Funds

There shall be an Education Committee, comprised of two (2) representatives of the County and two (2) representatives of the Association, which shall administer an

education fund for employees in the unit covered by this contract. The County shall make available to this fund an amount not to exceed Thirty-Five Hundred Dollars (\$3,500.00).

The purpose of this fund shall be to pay tuition, fees or other charges for courses, seminars or similar activities which are related to an employee's job duties, at the County, and are intended to maintain or improve skills of all Deputy Sheriffs.

ARTICLE XXV

MISCELLANEOUS

25.1 The Workplace Harassment Policy attached hereto as Attachment 3 shall be a part of this Agreement.

ARTICLE XXVI

SEPARABILITY AND SAVINGS CLAUSE

26.1 Separability Clause

If any Article of this Agreement should be held invalid by operation of law or by any governmental agency or any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement or the application of such article or section to persons or circumstance other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

26.2 Savings Clause

In the event that any Article or Section is held invalid or enforcement of, or compliance with, which has been restricted as above set forth, the parties shall meet for the purpose of arriving at a mutually satisfactory replacement. Should the parties be unable to agree on such replacement, the dispute shall be resolved, beginning at Step Three, in accordance with the grievance procedure.

ARTICLE XXVII
TERM OF AGREEMENT

27.1 Length of the Contract

The term of this Agreement shall be January 1, 2023, except as otherwise noted, to December 31, 2026, and shall continue thereafter unless either party notifies the other of its desire to modify or change the Agreement in accordance with the Pennsylvania Public Employee Relations Act, Act 195 of 1970, 43 P.S. 1001.101 et seq.

IN WITNESS WHEREOF, the parties intending to be bound hereby, have set their hands and seals this 18th day of March, 2024.

FOR THE COUNTY: DATE

D.C.C.
Daniel C. Camp III, Chairman

FOR THE UNION:

Eric Stoltenberg
Eric Stoltenberg Esq.

DATE:

3/18/2024

Jack Manning
Jack Manning, Commissioner

David Mangerie
David Mangerie

3/25/2024

Tony Amadio
Tony Amadio, Commissioner

03-28-2024

Tammy Jones 4/8/2024
Tammy Jones
Director of Human Resources

Garen Fedele 4-8-24
Garen Fedele
County Solicitor

WITNESS AND ATTEST

Nicole Long
Nicole Long
Chief Clerk

APPENDIX A

[WAGE SCALE]

2080 yearly hours worked		RATES											
0-1 years		1 to 5 years		6 to 10 years		11 to 15 years		16+ years		20+ years		25+ years	
\$ 31.4900	\$ 65,503.24	\$ 33.8700	\$ 70,456.70	\$ 35.6800	\$ 74,211.37	\$ 38.9500	\$ 81,019.55	\$ 39.9000	\$ 82,987.36	\$ 40.4900	\$ 84,208.76	\$ 41.0900	\$ 85,475.39
\$ 32.4347	\$ 67,464.18	\$ 34.8861	\$ 72,563.09	\$ 36.7504	\$ 76,440.83	\$ 40.1185	\$ 83,446.48	\$ 41.0970	\$ 85,481.76	\$ 41.7047	\$ 86,745.78	\$ 42.3227	\$ 88,031.22
\$ 32.5969	\$ 67,801.50	\$ 35.0605	\$ 72,925.90	\$ 36.9342	\$ 76,823.04	\$ 40.3191	\$ 83,863.71	\$ 41.3025	\$ 85,909.17	\$ 41.9132	\$ 87,179.50	\$ 42.5343	\$ 88,471.37
\$ 33.5748	\$ 69,835.54	\$ 36.1123	\$ 75,113.68	\$ 38.0422	\$ 79,127.73	\$ 41.5287	\$ 86,379.62	\$ 42.5416	\$ 88,486.44	\$ 43.1706	\$ 89,794.89	\$ 43.8103	\$ 91,125.51
\$ 33.7427	\$ 70,184.72	\$ 36.2929	\$ 75,489.25	\$ 38.2324	\$ 79,523.37	\$ 41.7363	\$ 86,811.52	\$ 42.7543	\$ 88,928.88	\$ 43.3865	\$ 90,243.86	\$ 44.0294	\$ 91,581.14
\$ 34.9236	\$ 72,641.18	\$ 37.5632	\$ 78,131.37	\$ 39.5705	\$ 82,306.68	\$ 43.1971	\$ 89,849.93	\$ 44.2507	\$ 92,041.39	\$ 44.9050	\$ 93,402.40	\$ 45.5704	\$ 94,786.48
\$ 36.1460	\$ 75,183.63	\$ 38.8779	\$ 80,865.97	\$ 40.9555	\$ 85,187.42	\$ 44.7090	\$ 92,994.67	\$ 45.7994	\$ 95,262.84	\$ 46.4767	\$ 96,671.48	\$ 47.1654	\$ 98,104.01

6 to 10 years
\$ 35.68

11 to 15 years
\$ 38.95

16+ years
\$ 39.90

20+ years
\$ 40.48

25+ years
\$ 41.09

2023 Contract Increases

Sergeants

SR1 (based off 6-10 years)
\$ 36.7504
\$ 36.9342
\$ 38.0422
\$ 38.2324
\$ 39.5705
\$ 40.9555

SR2 (based off 11-15 years)
\$ 40.1185
\$ 40.3191
\$ 41.5287
\$ 41.7363
\$ 43.1971
\$ 44.7090

SR3 (based off 16+ years)
\$ 41.0970
\$ 41.3025
\$ 42.5416
\$ 42.7543
\$ 44.2507
\$ 45.7994

SR4 (based off 20+ years)
\$ 41.6944
\$ 41.9029
\$ 43.1600
\$ 43.3758
\$ 44.8939
\$ 46.4652

SRG (based off 25+ years)
\$ 42.3227
\$ 42.5343
\$ 43.8103
\$ 44.0294
\$ 45.5704
\$ 47.1654

%
1.030
7.1.23
1.005
7.1.23
1.030
1.1.24
1.005
7.1.24
1.035
2025
1.035
2026

SR1 Step Rate
\$ 37.7504
\$ 37.9342
\$ 39.0422
\$ 39.2324
\$ 40.5705
\$ 41.9555

SR2 Step Rates
\$ 41.1185
\$ 41.3191
\$ 42.5287
\$ 42.7363
\$ 44.1971
\$ 45.7090

SR3 Step Rate
\$ 42.0970
\$ 42.3025
\$ 43.5416
\$ 43.7543
\$ 45.2507
\$ 46.7994

SR4 Step Rate
\$ 42.6944
\$ 42.9079
\$ 44.1951
\$ 44.4161
\$ 45.9706
\$ 47.5796

SRG Step Rate
\$ 43.3227
\$ 43.5343
\$ 44.8103
\$ 45.0294
\$ 46.5704
\$ 48.1654

0-1 years	1 to 5 years	6 to 10 years	11 to 15 years	16+ years	20+ years	25+ years	2022
\$ 21.96	\$ 22.99	\$ 24.02	\$ 25.05	\$ 26.08			

PART TIME HOURLY

2020 INCREASE

0-1 years	1 to 5 years	6 to 10 years	11 to 15 years	16+ years	20+ years	25+ years	%	year
\$ 22.6188	\$ 23.6797	\$ 24.7406	\$ 25.8015	\$ 26.8624			1.030	11.23
\$ 22.7319	\$ 23.7981	\$ 24.8643	\$ 25.9305	\$ 26.9967			1.005	7.1.23
\$ 23.4139	\$ 24.5120	\$ 25.6102	\$ 26.7084	\$ 27.8066			1.030	11.24
\$ 23.5309	\$ 24.6346	\$ 25.7383	\$ 26.8420	\$ 27.9456			1.005	7.1.24
\$ 24.3545	\$ 25.4968	\$ 26.6391	\$ 27.7814	\$ 28.9237			1.035	2025
\$ 25.2069	\$ 26.3892	\$ 27.5715	\$ 28.7538	\$ 29.9361			1.035	2026

APPENDIX B
[APPROVED UNIFORM/EQUIPMENT LIST]

APPENDIX B

APPROVED UNIFORM/EQUIPMENT LIST

Clothing

1. Horace Small Short Sleeve Uniform Shirt/Navy Blue w/Shoulder Patches/Model 960NP
2. Horace Small Long Sleeve Uniform Shirt/Navy Blue w/Shoulder Patches/Model 920NP
3. Horace Small Uniform Pants/Navy Blue w/Black Piping/Model 909
4. Elbeco Summit Uniform Jacket/Navy Blue w/Shoulder Patches
5. Blauer 6120/Light Weight Jacket/Navy Blue w/Shoulder Patches
6. Elbeco Turtle Neck Shirt/Black
7. Neese Full Length Rain Coat/Black & Neon Green
8. Neese Rain Hat Cover/Black & Neon Green
9. Five Star Midway Uniform Hat/Navy Blue w/Solid Wool Cover
10. FlexFit Baseball Cap - Official Class Hat w/Mini Patch - **Inner Office Purchase**
11. Blauer Model 125XCR Watch Cap w/Windstopper Lining
12. Gloves: Hatch FriskMaster/Hatch Resister/Hatch Guardian
13. Leather Pants Belt/Black/Basket Weave
14. Boots: Rockey/Danner/Magnum/ Smooth Leather Toe/Must be able to accept shine
15. Blauer Commando Sweater/Navy Blue/V Neck w/Shoulder Patches
16. Name Plate/Silver/Single Line/ 2"/Black Lettering
17. Uniform Tie/Navy Blue/Clip or Velcro
18. Class C Uniform Shirt/Short Sleeve/Navy Blue/Fechheirner Command Wear/65/35 Polyester-Cotton Twill
19. Class C Uniform Shirt/Long Sleeve/Navy Blue/Fechheirner Command Wear/ 65/35 Polyester-Cotton Twill
20. Class C Uniform Pants/Navy Blue/Fechheirner Command Wear/65/35 Polyester-Cotton Twill
21. Collar Brass - **BCSO** / 1/4" / Silver
22. Collar Brass - **DEPUTY** / 1/4" / Silver

Duty Belt Gear

23. Safariland Leather Duty Belt/Silver Square Belt Buckle/Basket Weave/Mod 87
24. Safariland Leather Holster/Model 295 /Silver Snap/Basket Weave
25. Safariland Leather Double Magazine Holder/Silver Snaps/Basket Weave/Mod 77
26. Safariland Leather OC Holder w/Flap/Silver Snap/Basket Weave
27. Safariland Leather Handcuff Case/Open Top/Basket Weave/Mod 090
28. Safariland Leather Belt Keepers/Silver Snap/Basket Weave/Mod 63
29. Safariland Leather Flashlight Holder w/Flap/Silver Snap
30. Safariland Leather Latex Glove Pouch/Mod 33
31. Safariland Leather Radio Pouch/Mod 763/Black/Basket Weave
32. Leather Silent Key Keeper
33. 16" or 21" ASP Extendable Baton/Steel/Black
34. ASP Rotating Sidebreak Scabbard
35. Handcuff Key

36. Smith & Wesson Handcuffs/Silver
37. Phase IV OC Spray/Foam
38. Streamlight Stinger Flashlight w/charger/Metal/Black/Spare Bulbs
39. Battery for Streamlight Stinger Flashlight
40. Nylon Duty Belt/Uncle Mikes
41. Nylon Handcuff Case/Uncle Mikes
42. Nylon OC Spray Holder/Uncle Mikes
43. Nylon Flashlight Holder/Stringer Flashlight/Uncle Mikes
44. Molded Plastic Belt Keepers/Uncle Mikes
45. Nylon Double Magazine Holder/Uncle Mikes
46. Nylon Silent Key Holder/Uncle Mikes
47. Nylon Radio Pouch/Uncle Mikes
48. Safariland 6004 Holster/ Fits Glock 22 w/ M3 Tactical Illuminator
The above item is for the belt carry NOT the thigh carry
49. Leatherman Multitool
50. Safariland Leatherman Multitool Pouch w/Flap/Basket Weave
51. Streamlight M3 Tactical Illuminator Weapons Light for New Generation Glock 22
w/Spare Bulbs / Lithium 3v Batteries For Light

Patrol / Duty Gear

52. Streamlight Flashlight / SL-20X w/charger / Black / Metal w/Spare Bulbs
53. Battery for Streamlight SL-20X Flashlight
54. Traffic Vest / Neon Green / Blauer / Mod 339 / **SHERIFF**
55. Duty Equipment Bag / Black
56. Portable Radio Battery
57. Portable Radio Antenna
58. Lapel Microphone For Portable Radio
59. Silent Ear Bud w/attachment For Lapel Microphone
60. CPR Pocket Mask w/One Way Valve
61. Off Duty Holster / Glock 22 / Gould & Goodrich / 3 Slot / Pancake Holster / Black
62. Off Duty Cuff Ammo Holder / Glock 22 / Gould & Goodrich / Padleback / Black
63. Blackington Flat Wallet Badge / Model B2179
64. Blackington Badge ID Case / Model # 1

Emergency Service Unit

Applies Only To Personnel Assigned To The Unit

65. Olive Drab Green Two (2) Pocket Shirt, Long Sleeve - Class D Uniform
66. Olive Drab Green Six (6) Pocket Pants - Class D Uniform
67. Blackhawk Nomex Hood, Double Layer
68. Blackhawk Nomex, Olive Drab Green Aviator Gloves w/Leather Palms
69. Blackhawk Gloves SOLOG / Black
70. Safariland 6004 Holster / Thigh Holster for Issued Glock Model 35 w/M3 Light
71. HydraStorm Hydration System, Olive Drab Green
72. HydraStorm Tactical Tube Cover
73. HydraStorm Gas Mask Tube Connector
74. Waterproof Sniper Data Book

ATTACHMENT 1

[BEAVER COUNTY ABSENCE CONTROL PROGRAM]

BEAVER COUNTY ABSENCE CONTROL PROGRAM

Policy: Beaver County shall have an established Absence Control Program to control employee absence and tardiness. The County recognizes the fact that staff will have occasional absences due to illness. Employees recognize the importance of reporting for work as scheduled. This Program is intended to address employees who abuse sick time and/or who are consistently tardy. Employees who abuse sick time, and/or who are consistently late for work are failing to meet their obligations as employees, are inconveniencing their fellow employees and are interfering with the efficient provision of government services to the public. Such employees will be subject to discipline as set forth below.

I. Responsibility to Report Off

A. All employees shall report off to the person designated by his/her Office or Department prior to the start of the shift, unless circumstances (e.g., severe illness, incapacity, etc.) prevent them from so doing.

B. The employee must speak to the designated person when reporting off, unless different arrangements have been made in advance by the Office or Department management.

C. Failure to report off in the proper manner shall result in disciplinary action as set forth below.

D. Failure to report for work as scheduled, or failure to properly report off from work in accordance with the above procedure, shall be considered a "no show" and will result in the following disciplinary action:

1. First offense – oral warning.
2. Second offense – written warning.
3. Third offense – three (3) day suspension.
4. Fourth offense – discharge.

Employees affected by changes to the posted schedule shall be notified promptly by Management.

II. General Rules for Sick Time

A. Written Verification shall be required for sick time of more than three (3) consecutive scheduled days. **Employees in any stage of the disciplinary steps set forth above may be required to supply written verification for absences regardless of duration.** The verification shall come from a physician or other health care provider and shall at minimum describe the medical or physical facts and/or condition for which the employee sought consultation or treatment.

B. Discipline under this policy will usually be progressive. In those cases where a pattern of absenteeism and/or sick leave abuse is suspected, the Employer will advise the employee of the suspected abuse and discuss the matter with the employee.

Patterned illness or tardiness may be demonstrated, for example, by evidence that sick days are consistently used in conjunction with vacation, holidays or other days off. The total circumstances of an employee's use of sick leave, rather than a numerical formula, shall be the basis upon which the Employer's final determination is made. At the end of that discussion, Management will determine whether to issue discipline in accordance with the progressive disciplinary policy set forth above.

C. Under normal circumstances, an employee who works six (6) months without an infraction will revert to the previous step in the progression. For example, if an employee who has received a written warning (Step 2) works six (6) calendar months after that suspension without incurring an additional infraction; he/she will have the warning removed from the Attendance Program record. A new infraction (other than a pattern infraction) will then result in the issuance of an oral warning (Step 1 of the policy).

D. Management reserves the right to impose greater discipline than called for under the progressive disciplinary schedule in response to severe abuses of the absenteeism policy.

E. All discipline issued in connection with the Absence Control Program shall be subject to the contractual grievance procedure.

ATTACHMENT 2
[FAMILY AND MEDICAL LEAVE POLICY]