

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2025, by and between the **TOWNSHIP OF CENTER**, a municipal corporation under the Second Class Township Code situate in Beaver County, Pennsylvania, hereinafter, the **“Township”**.

AND

THE CENTER TOWNSHIP WAGE AND POLICY UNIT, acting through representatives designated by fifty (50%) percent or more of their number, hereinafter, the **“Police”**.

WITNESSETH:

WHEREAS, pursuant to the authority contained in the Act of June 24, 1968, P.L. 237, No. 111 (43 P.S. Section 217.11), the Township and Police entered into collective bargaining concerning the terms and conditions of Full-Time and regular Part-Time Police employment, including compensation hours, working conditions, retirement, pensions, and other benefits, and

WHEREAS, the Township and the Police reached an accord and formalized their Agreement for 2025, 2026, 2027, 2028, and 2029.

NOW, THEREFORE, the Township and Police, **INTENDING TO BE LEGALLY BOUND HEREBY**, do hereby set forth their entire agreement beginning January 1, 2025 through December 31, 2029.

ARTICLE I – GENERAL PROVISIONS

1. Intent and Purpose

- a. This Agreement sets forth the entire Agreement of the parties regarding all mandatory and permissive subjects of collective bargaining.

2. Non-Interruption of Service

- a. The parties hereto recognize that the services required to be performed by the Police are essential to public safety and accordingly, the Police agree that they will not collectively or individually call, sanction, or participate in any interruption of Police service, including, but not limited to, strikes, work stoppages or slow down. Any Police member participating in any work interruption action shall be subject to suspension or removal.

3. Definitions

- a. Police – As used herein, the term “POLICE” shall mean only regular full-time and regular part-time uniformed personnel of the Center Township Police Force in active employment and shall not include the Chief of Police of Center Township.
- b. Police Force – As used herein, the term “POLICE FORCE” shall mean the collective membership for the Police, i.e., all regular, full-time and regular part-time uniform personnel of the Center Township Police Force.
- c. Regular Part-Time Uniformed Personnel – Part-time Police who work a minimum of 1,000 hours annually.

4. Managerial Rights

- a. Throughout the Term of this Agreement, the Township shall have and retain, solely and exclusively, all managerial rights, functions and powers, including but not limited to the following:
 - i. The right to hire, suspend, remove or discipline the Police, or any member thereof, for proper cause;
 - ii. The right to reduce in order of seniority the number of Full-Time Police for reasons of economy or other reasons;
 - iii. The right to establish or continue policies, practices and procedures for the conduct and discipline of the Police not conflicting or inconsistent with the remaining provisions of this Agreement, and the right from time to time to alter or abolish policies, practices and/or procedures not conflicting nor inconsistent with the remaining provisions of this Agreement. Provided, however, that the Police shall be afforded the opportunity to meet with the Township and discuss any proposed change in the policies, practices, and/or procedures prior to their final adoption;
 - iv. The right to determine the number of Full-Time and Part-Time Police to be employed or retained as members of the Police Force;
 - v. The right to determine the number, duties, and scheduling of the Part-Time Police Officers to be employed or retained in employment as members of the Police Force;
 - vi. The right to assign overtime work and to determine the extent of overtime work to be offered to the Police Force, including the scheduling thereof;
 - vii. The right to determine the scope and duties of work assignments;

- viii. The right to determine work assignments, work schedules and shifts not inconsistent or conflicting with the remaining provisions of this Agreement; and
- ix. The right to adopt and enforce reasonable rules and regulations regarding the supervision and discipline of the Police Force.

5. Removal

- a. The provisions of this Agreement shall not be deemed to modify or abridge the right of the Township to suspend, remove, or reduce in rank the member of the Police, in accordance with the Provisions of this Agreement and subject to the provisions of the Township Code.

6. Captions

- a. All captions appearing in this agreement are inserted solely for convenience of reference and shall not be deemed to limit or describe the scope of intent of the text of this Agreement, nor in any way affecting the meaning, construction, or effect of said text.

7. Severability

- a. If any clause, sentence, paragraph or part of this Agreement, or the application thereof to any person or circumstance, shall for any reason be adjudged to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and the application of such provision to other persons or circumstances, but shall be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstance involved. It is hereby declared to be the intention of the parties that this Agreement would have been adopted by the parties had such invalid provisions not be included.

8. Duration

- a. This Agreement shall be effective as of January 1, 2025 and shall continue in full force and effect until December 31, 2029.

ARTICLE II – HOURS OF WORK

1. Work Day

- a. The regular workday shall consist of a work shift of eight (8) consecutive hours, inclusive of a paid thirty (30) minute meal period.

2. Work Week

- a. The regular work week shall consist of five (5) work shifts, each separated by 16-hour or more periods, to provide in the aggregate, a 40-hour work week. The work week shall commence on Sunday, 12:01 A.M., prevailing local time and shall end on the following Saturday, at midnight, prevailing time.

3. Shift Times

- a. Each calendar day shall regularly consist of three (3) work shifts, each of which respectfully shall begin and end within the parameters set below:

Prevailing Local Time		
Work Shift	Starting Range	Finishing Range
First	6:00 A.M. - 8:00 A.M.	2:00 P.M. - 4:00 P.M.
Second	2:00 P.M. - 12:00 P.M.	10:00 P.M. - 12:00 A.M.
Third	10:00 P.M. - 12:00 A.M.	6:00 A.M. - 8:00 A.M.

- b. Work Assigned and performed in excess of the regular 8- hour shift will be compensated at the rate of 1-1/2 times the member's scheduled hourly wage, except at time of schedule changes.
- c. Work assigned and performed in excess of the regular forty (40) hour week will be compensated at the rate of 1-1/2 times the member's scheduled hourly wage, except at time of schedule changes. Members will not be required to take time off a regular shift in order to avoid overtime payment.
 - i. Members called to duty at times other than their regular work schedule shall be compensated for a minimum of three (3) hours of overtime pay. If such duty extends beyond the three (3) hour minimum, all hours actually worked in excess of the minimum three (3) hour period shall be compensated at 1 and ½ times the member's scheduled hourly rate.
 - ii. This paragraph shall not entitle a member already on duty but required to remain on duty until his scheduled relief arrives to a minimum of two (2) hours work, but said member shall be compensated for his actual hours worked at overtime rates if applicable, otherwise at straight time rates. Such additional compensation as may be paid under this subsection to a member awaiting relief shall be deducted from the wages of the member failing to timely relieve the awaiting member, unless in the judgment of the Chief of Police the delay of the relieving member was unavoidable, or excusable for compelling circumstances.

4. Hearings

- a. A member shall receive no additional compensation for attendance at Hearings during regularly scheduled work days. Should a member be required to attend a Magistrate's Hearing at the Magistrate's Office for Police purposes when not concurrently scheduled to work, such member shall receive 2 hours of overtime at the highest patrolman wage in that given year, as reflected in the table shown in Article IV, paragraph 1. Should a member be required to attend a Court Hearing at the Beaver County Court House for Police purposes when not concurrently scheduled to work, such member shall receive 3 hours of overtime at the highest patrolman wage in that given year, as reflected in the table shown in Article IV, paragraph 1. Time shall be determined by punch-clock at the Court House. In Lieu of central court pay an officer may elect to receive $\frac{1}{2}$ day compensatory time for each appearance.

5. Drug Testing

- a. All members shall be subject to random drug testing (urine only) while on duty. All costs for the drug testing shall be paid fully by the Township.

ARTICLE III – SCHEDULING

1. All regular work shall be scheduled and assigned by the Chief of Police to provide a forty (40) hour straight pay work week for each available member of the class of Full-Time Police and the remainder, to be distributed among the class of Part-Time Police.
2. All overtime work shall be scheduled by the Chief of Police, who, subject to the limitations of this Agreement, may at his discretion schedule such work wholly or partly for the class of Full-Time Police or the class of Part-Time Police.
 - a. Except as provided in subsection (b) of this paragraph, all overtime work scheduled by the Chief of Police for the class of Full-Time Police shall be assigned by the Chief in accordance with a written rotation system drawn by the Chief, which system shall afford an equal opportunity to each available Officer to perform the overtime work scheduled.
 - b. Overtime work growing out of, arising from, or connected with any emergency situation shall be assigned by the Chief of Police, who may at his discretion assign such work wholly or partly to the Full-Time Police or the Part-Time Police.
3. Except as modified by the provisions of subsection 2. (b) of this Agreement, additional assignments authorized by the Board of Supervisors of the Township, including, but not limited to, public protection or traffic control for school, church, fire fighters or public charity events, escort services to banks, and patrol and protection at commercial centers, shall be scheduled by the Chief of Police, who may at his discretion schedule such work wholly or partly for Full-Time Police or Part-Time Police. Notice of such work shall be

posted one (1) week in advance and assignments shall be made by the Chief of Police only among those members of the Police Force voluntarily signing up for such posted work. All such work shall be compensated at rates approved from time to time by the Board of Supervisors, with input from the Wage and Policy Unit, and the posted notice in every case shall express the applicable compensation to be paid for such work. The hours worked in the performance of such additional assignment shall not be taken into account in computing eligibility for overtime.

4. When a member of the class of Full-Time Police scheduled to report for regular duty assignment shall notify the Chief of Police of his inability to report for such work because of illness, the Chief of Police shall schedule sick leave replacements from the class of Full-Time Police or Part-Time Police at his discretion. The replacement of a member of the class of Full-Time Police shall be compensated at a rate of 1-1/2 times the replacement member's scheduled hourly wage. The hours worked in the performance of replacement duty for an ill member shall not affect the replacement member's eligibility for overtime in accordance with the Overtime Procedure attached hereto as Exhibit "A". In the absence of the Chief of Police, the Sergeant or Officer in Charge shall schedule sick leave replacements, and such replacements shall also be made from the class of Full-Time Police or Part-Time Police in his sole discretion or pursuant to orders left or made by the Chief of Police. Members of the class of Full-Time Police shall be guaranteed not more than two (2) replacement duty per year.
5. Because of the abuse which the benefit of this paragraph may entice, any false report of illness made hereunder shall, after hearing and determination in accordance with grievance procedures hereinafter contained, be punishable by suspension or removal of the false reporting member from the Police Force, and remission to the Township of all compensation paid to the false reporting member during the falsely claimed period of illness. And the false reporting member shall be ineligible to serve as a member of the Police Force for a period of five (5) years from the date of final determination.
6. The Chief of Police shall have the sole discretion to schedule personnel for replacement of Full-Time Officers on vacation leave, except that each Full-Time Officer shall, in each calendar year, be permitted, if they so choose, to work up to, but not exceeding, ten (10) replacement shifts at the straight rate of time. The Township reserves the right, acting through the Chief of Police, to limit vacation-replacement duty opportunity to not more than two (2) consecutive sixteen (16) hour work days (inclusive of the regular work schedule) per work week per Police Officer. The hours worked in the performance of vacation-replacement duty shall not be taken into account in computing the replacement member's eligibility for overtime.
7. Scheduling for all outside activities (i.e., football games, fairs, special events) shall be posted at least five (5) working days prior to the activity. Full-time members shall receive first preference to all outside activities.
8. No Part-Time Officer shall be authorized to attend a paid for school until or unless all Full-Time Officers have been offered such opportunity. Full-Time Officers must sign off.

9. Any outside activities in paragraph seven (7) shall be paid at the then existing highest paid bargaining unit member's rate of pay.

ARTICLE IV – COMPENSATION

1. Hourly Rate

Full Time 5.0	2025	2026	2027	2028	2029
Probationary	\$ 34.52	\$ 35.90	\$ 37.34	\$ 39.21	\$ 41.17
1st Year	\$ 36.83	\$ 38.30	\$ 39.83	\$ 41.82	\$ 43.91
2nd Year	\$ 39.12	\$ 40.69	\$ 42.32	\$ 44.43	\$ 46.65
3rd Year	\$ 41.43	\$ 43.09	\$ 44.81	\$ 47.06	\$ 49.41
4th Year	\$ 43.71	\$ 45.46	\$ 47.28	\$ 49.64	\$ 52.12
5th Year	\$ 46.03	\$ 47.87	\$ 49.79	\$ 52.28	\$ 54.89

2. Corporal's Rank

- a. A full-time officer who obtains the rank of Corporal shall be compensated an additional \$0.50 per hour than the established highest Patrolman rate of pay for that given year.

3. Sergeant's Rank

- a. Full-Time Police Officers who obtain the rank of Sergeant shall be compensated an additional \$1.50 per hour than the established highest Patrolman rate of pay for that given year.
- b. If there is no Sergeant on duty during a particular shift, the Chief of Police has the authority to designate an "officer-in-charge" who shall be compensated an additional \$0.40 per hour over his or her regular compensation during that shift.

4. Lieutenant's Rank

- a. A full-time officer who obtains the rank of Lieutenant shall be compensated an additional \$3.00 per hour than the established highest Patrolman rate of pay for that given year.

5. Captain's Rank

- a. A full-time officer who obtains the rank of Captain shall be compensated an additional \$4.50 per hour than the established highest Patrolman rate of pay for that given year.

6. Shift Differential

- c. In addition to their regular wages, all members of the class of Full-Time Police shall receive a shift differential of seventy-five (\$0.75) cents per hour for all hours worked during a second work shift.
- d. In addition to their regular wages, all members of the class of Full-Time Police shall receive a shift differential of One Dollar (\$1.10) ten cents per hour for all hours worked during a third work shift.
- e. The Township shall not reschedule shift time for the purpose of avoiding the intent of this paragraph.
- f. No member shall be entitled to the shift differential provided in this paragraph unless the hours claimed for shift differential constitute at least four (4) hours of the applicable shift time.

7. Longevity Benefit

- g. In addition to their regular wages, all members of the class of Full-Time Police in active and continuous service for a period of five (5) years or more and remaining on active employment during the first pay period in December of each relevant year shall be entitled to a lump sum longevity benefit, the amount of which shall be determined in accordance with the following schedule:

Years of Continuous Service	2025	2026	2027	2028	2029
5-7	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
8-11	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00
12-14	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00
15+	\$1000.00	\$1000.00	\$1000.00	\$1000.00	\$1000.00

- h. The above flat rate plus \$7.50 per month for each month worked over 5 years to a maximum of \$2,000.00. Such lump-sum longevity benefit will be paid to each eligible member of said class at the time of the first period of December of the relevant year.
- 8. The parties agree to the implementation of a Compensation Time Off Policy. The Compensation Time Off Policy is attached hereto and labeled as Exhibit "B" and made a part hereof.

ARTICLE V – HOLIDAYS

1. The following days shall be recognized as paid holidays for members of the class of Full-Time Police:
 - a. New Year's Day
 - b. Martin Luther King Day
 - c. Good Friday
 - d. Memorial Day
 - e. Independence Day
 - f. Labor Day
 - g. Veteran's Day
 - h. Thanksgiving Day
 - i. Day after Thanksgiving
 - j. Christmas Eve
 - k. Christmas Day
 - l. Presidents Day
 - m. Columbus Day
2. If a member of the class of Full-Time Police shall work any of the holidays set forth in Section 1 of this Article, he shall, in addition to receiving his holiday pay, be compensated at the rate of 1-1/2 times his scheduled hourly rate for the hours actively worked. If an Officer who is scheduled to work a holiday desires that day off, the Chief shall schedule a Part-Time Officer to work the affected shift. Full-Time Officers who elect this option will be paid for the holiday, and the Part-Time Officers who elect this option will be paid for the holiday, and the Part-Time Officer will work at his straight time wage rate.
3. For the purpose of determining eligibility for the Overtime Procedure, attached hereto as Exhibit "A", the holidays set forth in Article V(1) shall be considered an eight (8) hour day actually worked and shall not affect the process for selection of overtime outlined in the Overtime Procedure.
4. A Police Officer on vacation who would otherwise be entitled to a paid holiday shall not lose the holiday because of his vacation. See Article VII, Section 6.
5. To be eligible for a paid holiday, an employee must work the last scheduled day preceding the holiday and must work the next scheduled workday after the holiday.

ARTICLE VI – PERSONAL DAYS

1. Each member of the class of Full-Time Police shall be entitled to four (4) paid personal days during the calendar year. All members with more than 10 years service shall be entitled to receive one (1) additional personal day.
 - a. Application for use of personal days must be made to the Chief of Police at least two (2) weeks in advance of the day of the personal day selected. Only one

member of the class of Full-Time Police shall be granted a personal day as of any given day. Seniority shall prevail in the approval of all requests for personal days.

- b. The Chief of Police may waive the two-weeks' notice requirement of this Article and/or may permit more than one member of the class of Full-Time Police to be granted a personal day on the same day, when in his judgment, compelling emergency warrants such waiver.
2. The member shall have no right to accumulate personal days and all personal days not taken and remaining at the close of the calendar year shall be lost.

ARTICLE VII – VACATIONS

1. Each member of the class of Full-Time Police having completed one year of continuous service as of May 31 shall be entitled to receive a paid vacation, the length of which shall be determined in accordance with the following schedule:

Vacations	
Years of Continuous Service Completed as of May 31	Vacation Entitlement
Less than 1 year	No vacation time
1 through 3 years	10 work days/2 work weeks
4 through 8 years	15 work days/3 work weeks
9 through 14 years	20 work days/4 work weeks
15 or more years	25 work days/5 work weeks

2. No member shall be granted more than fifteen (15) consecutive work days/three (3) work weeks of vacation without the prior approval of the Chief of Police.
3. A member shall not be required to take his vacation entitlement in a single continuous period, but may, with the prior approval of the Chief of Police, take his vacation entitlement in non-consecutive intervals.
4. All vacations must be scheduled and taken in increments of either five (5), ten (10), or fifteen (15) consecutive work days with the following caveat:
 - a. Members with more than four (4) weeks credited vacation annually may elect to take up to three (3) weeks/fifteen (15) days of said credited vacation nonconsecutively.
5. In the last week of January, the Chief of Police shall provide vacation preference forms to each member; such forms shall be returned to the Chief of Police no later than the last week in February. Vacation period shall be granted in accordance with each member's preference, subject additionally to the following:

- a. Not more than three (3) patrol officers shall be on vacation on the same day; and
- b. When required to limit the number of members on vacation, priorities shall be assigned on the basis of the competing member's seniority.

6. The Township shall prepare and post the vacation schedule before the third week of March. If a holiday occurs during a member's vacation period, such member shall have an option to either be compensated for the holiday at time and a half or an extra day off.
7. Vacation entitlement shall not be cumulative and all vacation entitlement not taken and remaining at the close of the calendar year shall be lost.
8. No member shall be permitted to waive his vacation entitlement in order to be concurrently entitled to both vacation pay and wages for actual work as a member of the Police Force.

ARTICLE VIII – SICK LEAVE

1. Each member of the class of Full-Time Police having completed one (1) year of continuous service as of January 1, shall receive as of that date, fifteen (15) days sick leave. Each member completing less than one (1) year of continuous service as of January 1, shall receive as of that January 1, 1-1/4 days sick leave for each month on continuous service completed prior to January 1.
2. Each member shall be permitted to accumulate sick leave without limitation and the sick leave granted in Paragraph 1 of this Article to each member shall be added to the accumulated unused sick leave of prior years' service.
3. If a holiday occurs during a member's sick leave, such member shall be entitled to the paid holiday and shall not be charged for sick leave on that same day unless the situation is controlled by Article V, Section 5.
4. Retirement.
 - a. Upon the retirement of a member, the Township shall pay the member as a retirement benefit, or the member's designated beneficiary as a death benefit, the sum of Fifty (\$50.00) Dollars for each unused day of sick leave accumulated by the member after January 1, 2014 and the sum of thirty-five (\$35.00) Dollars for each unused day of sick leave accumulated by the member between the dates of January 1, 1996 and December 31, 2013.
 - b. The Township shall be obligated to pay only a single benefit hereunder, the payment of a retirement benefit to a member shall not entitle a deceased member's designated beneficiary, or any other survivor claiming through the deceased member, to the death benefit provided in subsection (a) above.

5. No member shall be entitled to sick leave for any injury suffered or incurred during the member's compensated employment by any employer other than the Township.
6. The Chief of Police shall require a doctor's signed certificate attesting to illness or injury warranting sick leave for any sick leave claimed for more than three (3) successively scheduled work days, and may require a doctor's signed certificate of fitness to return to work following such claims sick leave. The member shall be required to procure and pay for the doctor's certificates called for in this Paragraph. The forms for doctor's certifications shall be provided by the Township.
7. The Chief of Police may require an independent medical or personality profile screening examination at any time of any member claiming sick leave or at the discretion of the Chief of Police. Such examination shall be performed by a physician, psychiatrist, or psychologist selected by and paid by the Township.
8. The Chief of Police shall, not later than the third pay period occurring in each calendar year, notify each member of the number of days or unused sick leave accumulated by the member as of the first day of the preceding year, the number of sick days taken by the member during the preceding year, the number of unused sick days remaining in the member's account as of December 31 of the preceding year, and the number of days of sick leave credited, as provided in Paragraph 1 of this Article, to the member of the prospective calendar year.

ARTICLE IX – DEATH LEAVE

1. In the event of a death in the immediate family of a member of the class of Full-Time Police, the member shall be entitled to paid emergency leave of up to five (5) days. "Immediate family" is defined as mother, stepmother, father, stepfather, sister, brother, son or daughter, of the member or his spouse. One (1) day's leave shall be granted for attending the funeral of grandparents and grandchildren.

ARTICLE X – LEAVES OF ABSENCE

1. A leave of absence may be granted to a member of the class of Full-Time Police by the Board of Supervisors upon consideration of the member's years of service to the Township and his record of performance; no such leave shall be granted to more than one (1) year, one (1) member during the same period of time.
2. All compensation and benefits, including, but not limited to, hospitalization, insurance, and pension, shall cease while the member remains on leave of absence. The member may continue to participate in group hospitalization, surgical and dental benefits and other employee benefits if the insurance carrier will so permit and if the member shall pay in advance the premiums for such coverage.

ARTICLE XI – INSURANCE BENEFITS

1. Members of the class of Full-Time Police shall be provided group life and accidental death and dismemberment insurance in the amount of Fifteen Thousand (\$15,000.00) Dollars. Members of the class of Full-Time Police shall pay three (3%) percent of their health care insurance, the remaining portion shall be paid for by the Township. The actual coverage of such insurance is described in the contract between the Township and the insurer. A copy of this contract shall be annually provided to the Wage and Policy Unit.
2. Members shall be provided with Police professional liability insurance coverage to a maximum limitation of One Million (\$1,000,000.00) Dollars. Such insurance shall be paid for by the Township. The actual coverage of such insurance is described in the contract between the Township and the insurer. A copy of this contract shall be annually provided to the Wage and Policy Unit.
3. The Township shall provide and bear the cost of hospital and surgical insurance, including but not limited to health insurance coverage of substantially similar quality as that plan in existence as of December 31, 2019, High Option Dental, a prescription plan, and eye care for each member and his/her spouse and/or legal dependents. The Parties agree that if the Township obtains similar coverage from another plan provider as is presently in effect for a lower cost, the Wage and Police Unit will agree to coverage from another insurer. The actual coverage of such insurance shall be described in the contract between the Township and the insurer. A copy of said contract(s) shall be annually provided to the Wage and Policy Unit.
 - a. As a result of the uncertainty attributable to health care costs nationwide the parties agree to the following:
 - i. During the first year of this contract (2025) and every year of the term of this contract, each Bargaining Unit Members shall contribute three per cent (3%) of the health care cost attributable to that respective member (including family, dependents, etc.)
 - ii. In any event, the parties agree that employee contribution to health care costs shall be a negotiable in any subsequent contract negotiation.
4. The Township shall provide and bear the cost of a weekly income insurance benefit program for sickness and accident sustained by a Full-Time Police Officer who is an active member of the collective bargaining unit. The actual coverage of such insurance is described in the contract between the Township and the insurer(s). A copy of this contract shall be annually provided to the Wage and Policy Unit.
5. Any provision of said weekly income benefit program to the contrary, notwithstanding the following provisions, shall control payment of sick leave benefits provided in Article VIII of the Agreement and shall be understood to be conditions precedent to payment of the weekly income insurance benefits provided in the relevant contract of insurance.

- a. Sick Leave and Accident and Sickness Insurance Benefits are only available to an employee who suffers a work disabling, but non-work related, accident or illness. The two (2) benefits will be coordinated together as follows: Employees who are so disabled shall receive their full daily pay for each such day of disability so long as the employee is eligible for and has available to him accumulated days of sick leave. When an employee has exhausted his sick leave entitlement, he shall be switched to Accident and Sickness insurance coverage, if any such coverage remains available. While the employee is receiving sick leave pay for his disability, he will also receive, when eligible, payments from the Accident and Sickness Insurance Policy, which payments he shall sign over upon receipt to the Township of Center. During that period when the employee is so disabled and signing over insurance payments to the Township, the employee will receive credit for 2/3 sick day for each sick day taken.
- b. With respect to accident or injury entitling the member of Worker's Compensation Benefits and resulting in denial of insurance weekly income benefits, the member shall not be entitled to receive both sick leave under Article VIII hereof and full compensation as provided in the Act of June 28, 1935, P.L. 477 {P.S. Section 637} as amended.
- c. It is the intent and purpose of these provisions in all respects to prohibit a member while on leave because of sickness, accident or disability from receiving greater compensation than he would have been eligible to receive had he performed his regular work schedule during the same period.

6. The following insurance benefits shall be paid to each eligible member satisfying the conditions of the contract of insurance with the relevant insurance company and the conditions precedent hereinabove enumerated: With respect to disability due to sickness, the following weekly benefits shall be paid for a maximum period of twenty-six (26) weeks commencing on the eighth (8th) calendar day of disability or the first (1st) day of hospital confinement, whichever first occurs; with respect to disability due to accident, the following weekly benefits shall be paid for a maximum of twenty-six (26) weeks, commencing on the first calendar day of disability:

Weekly Indemnity Benefits	
Wage Per Annum	Weekly Income Benefit
Less than \$8,000.00	\$60.00
\$8,000.00 but less than \$12,000.00	\$125.00
\$12,000.00 but less than \$18,000.00	\$150.00
\$18,000.00 and over	\$400.00

7. Any provision hereof to the contrary notwithstanding should the Township be compelled to pay a member his full wages because of a temporary incapacity injury sustained in the

performance of his duties, as provided in the Act of June 28, 1935, P.S. 477 {53 P.S. 637}, as amended, any Worker's Compensation of Insurance benefits provided in the relevant contract of insurance with the covering insurance company received or collected by any such member during the full time wages for temporary incapacity shall be concurrently paid to the member by the Township, shall be turned over by the member to the Township; and if such payment shall not be so made by the member, the amount so due the Township shall be deducted from any wages then or thereafter becoming due and owing to said member. No member shall lose any sick days or compensation pursuant to sick days as a result of the aforementioned recitations concerning 53 P.S. Section 637.

8. Upon retirement after twenty (20) years or more of continuous service, the Township shall provide each member of the class of Full-Time Police with a paid-up life insurance policy or, alternatively, a cash payment in the face amount of Seventy-five Hundred (\$7,500.00) Dollars; such policy shall provide for double indemnity benefits in the event of accidental death.
9. Members of the Class of Full-Time Police who become eligible for disability retirement shall, during the term of his disability retirement, be afforded the same Blue Cross/Blue Shield (hospitalization) insurance benefits that current Full-Time Police receive. Said benefits shall be provided to members on disability retirement with the understanding that should such member become eligible for the same or similar benefits (hospitalization from another source employer/spouse), the Township shall have the discretion to terminate said benefits offered herein.
10. Upon reaching full retirement, an officer shall be entitled to continue on healthcare (and his/her spouse) until the retiree reaches the age of 65.

ARTICLE XII – UNIFORM ALLOWANCE

1. During each calendar year, of this Agreement, each member of the class of Full-Time Police shall be eligible for a uniform allowance of up to Nine Hundred (\$900.00) Dollars per year. During each calendar year of this Agreement, each Part-Time Officer who works at least 1000 hours the previous year shall be eligible for a uniform allowance of up to Three Hundred (\$300.00) Dollars per year. A newly hired Part-Time Officer shall be equipped with one (1) complete uniform as determined by the Township which shall not include a weapon.

ARTICLE XIII – RESIDENCY REQUIREMENT

1. There shall be no residency requirement pursuant to either a member of the class of Full-Time Police or a member of the Part-Time Police.

ARTICLE XIV – GRIEVANCE PROCEDURE DEFINITIONS

1. Grievance Procedure Definitions.

- a. "Grievance" - An alleged breach or violation of this contract or dispute arising out of the interpretation or application of the provisions of this contract.
- b. "Grievant" - Time Police claiming the alleged breach or violation of this contract or claiming that a dispute has arisen out of the interpretation or application of the provisions of this contract.
- c. "Township" - The Board of Supervisors of the Township of Center, Beaver County, Pennsylvania.

2. Scope of Grievance Procedures.

- a. Any matter not specifically covered by the provisions of this contract as well as any matter reserved to the discretion of the member's statutes, legal precedent or regulations of the Commonwealth of Pennsylvania or by the terms of this Agreement is not a grievance and will not be so construed.
- b. The procedure is to be utilized in all cases involving alleged breach or violation of the contract.

3. Informal Settlement of Alleged Grievance.

- a. A member shall first discuss and attempt to settle the alleged grievance at the lowest appropriate level, i.e., the member will discuss the matter with the Chief of Police.
- b. The member may attempt to resolve the alleged grievance informally, either directly or through the member's designated representative.

4. Procedural Steps for Grievance Processing.

a. Level One - Chief of Police

- i. If the Grievant is not satisfied with the informal disposition of the alleged grievance, such alleged grievance shall be reduced to writing within seven (7) calendar days from the time the Grievant should have known or been aware of the existence of the situation giving rise to the alleged grievance. The written grievance will be filed with the Chief of Police with or without the presence of the Grievant and attempt to settle the grievance.

b. Level Two

- i. If the alleged grievance is not satisfactorily resolved within the grievance in writing to the Township within five (5) calendar days after the decision at Level One or ten (10) days after the presentation of the alleged grievance in Level One, whichever shall first occur. The Township will consider the merits of the alleged grievance and render a written decision within twelve (12) calendar days of the submission of the alleged grievance to them.

c. Level Three – Arbitration

- i. If the Grievant is not satisfied with the decision at Level Two, he may within five (5) calendar days after the decision at Level Two or within fifteen (15) calendar days after the alleged grievance was submitted at Level Two, whichever is sooner, serve written notice upon the Township that he intends to submit the alleged grievance to arbitration. Within eight (8) calendar days of said appeal notice, the representatives of the parties shall confer in an attempt to reach mutual agreement on a single arbitrator who shall hear and determine the case from a list of seven (7) arbitrators provided by the Pennsylvania Bureau of Mediation. The Township and the Grievant shall strike alternately until only one Arbitrator remains. This person shall become the Arbitrator for Arbitration proceeding. The Arbitrator is authorized only to clarify and interpret the express agreements, terms, provisions or clauses of this Agreement and shall not have the authority to enlarge, alter, modify, delete or change express terms, provision or clauses of this Agreement. The cost of said Arbitrator shall be borne jointly by the parties.

5. Limitation of Complaints.

- a. A Complaint alleging a grievance must be filed in writing with the Chief of Police within seven (7) calendar days after the occurrence of the event giving rise to the claim presented for adjustment. A Complaint which shall not be filed within the aforesaid period of time shall either be heard as a grievance or be subject to binding decision by Arbitration.

ARTICLE XV – ASSOCIATION RIGHTS

1. Any member of the class of regular Full-Time or regular Part-Time Police, who on the effective date of this Agreement has joined the Center Township Full-Time Police Association in the future, must remain a member for the duration of this Agreement with the provision that any such member may resign from the Center Township Full-Time Police Association during a period of fifteen (15) days prior to the expiration date of this Agreement. The payment of dues and assessments while a member shall be the only requisite employment condition.

2. The Township agrees to deduct regular initiation fees and monthly dues from the wages of those members who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Township by the Center Township Full-Time and the aggregate deductions of all members shall be remitted together with an itemized statement to the Center Township Full-Time Association by the last day of the succeeding month, after such deductions are made.
3. The Center Township Full-Time Police Association shall defend, indemnify and save harmless the Township against any and all claims, suits, orders or judgments brought against the Township for strict enforcement of the provisions of this Article.

ARTICLE XVI – POLICE PENSION FUND

The parties agree that the Police Pension Fund as established by Township Ordinance No. 3-93:

AN ORDINANCE OF THE TOWNSHIP OF CENTER, A MUNICIPAL CORPORATION OF THE COMMONWEALTH OF PENNSYLVANIA, BEING A TOWNSHIP OF THE SECOND CLASS, SITUATE IN THE COUNTY OF BEAVER WITHIN SAID COMMONWEALTH, CODIFYING INTO ONE SINGLE ORDINANCE, ALL PRIOR ORDINANCES AND CORRESPONDING AMENDMENTS TO SAID ORDINANCES HAVING BEEN ENACTED BY THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF CENTER PURSUANT TO THE CREATION AND ADMINISTRATION OF THE CENTER TOWNSHIP FULL-TIME POLICE PENSION PLAN UNDER THE PROVISIONS OF ACT NO. 66 OF THE GENERAL ASSEMBLY, REFERRED TO THE MUNICIPAL POLICE PENSION LAW, AS LAST AMENDED, 53 P.S. SECTION 767- 778, AND SETTING FORTH, WITH PARTICULARITY, THE MONTHLY PENSION OR RETIREMENT BENEFITS OF ELIGIBLE MEMBERS OF THE CENTER TOWNSHIP FULL-TIME PENSION PLAN) to be enacted no later than December 1, 1993, under the authority contained in Act 600 (53 P.S. Section 761 et seq.) shall be in effect throughout the term of this Collective Bargaining Agreement.

1. The gross amount of the DISABILITY RETIREMENT BENEFIT shall be seventy-five (75) percent of the basic pay he received in the last full month of employment prior to said disability, with no Social Security set-off; and
2. The gross amount of the "REGULAR" RETIREMENT BENEFIT shall not include a Social Security set-off.
3. By Ordinance adopted August 17, 2020, the Township has provided for a Deferred Retirement Option Plan ("DROP").
4. The parties hereby agree that the employees annual pension contributions shall not exceed (5%) five percent of their annual gross salary during the life of this contract.

ARTICLE XVII – PART-TIME AND PROBATIONARY POLICE

1. After initial hire, all regular Full-Time and regular Part-Time Police shall serve a probationary period of six (6) months. If retained after their probationary period, such employees shall accrue seniority from the date of their initial hire. A Full-Time Officer only accrues full-time seniority once he is selected to fill a full-time vacancy.
2. A Part-Time Officer selected to fill a full-time vacancy must serve a second probation period.
3. Probationary employees may be disciplined or dismissed by the Township and shall not have the right to grieve or arbitrate such discipline or dismissal.
4. Probationary, Full-Time employees will not be eligible for holiday pay or for personal days.
5. Part-Time employees shall be eligible, once they have completed their probationary period, to file grievances. They shall also be paid their proper hourly rate and be eligible to receive designated uniform allowance amounts. They are eligible for no other benefit described in this Agreement. This includes, but is not limited to, paid vacations, paid holidays, paid personal days, leaves of absence, insurance benefits, pension, longevity, sick leave, and funeral (death) leave.
6. The parties hereto agree that Part-Time employees shall not be permitted to work more than thirty-two (32) hours per week unless emergency dictates violation of this policy.

ARTICLE XVIII COPIES OF AGREEMENT

1. This Agreement shall be executed in five (5) duplicate counterparts and following execution shall be distributed as follows:
 1. Two (2) duplicate counterparts to the Township Secretary;
 2. Two (2) duplicate counterparts to the bargaining agent for the Police for distribution to the Police; and
 3. The remaining duplicate counterpart to the Chief of Police.
2. WITHIN five (5) days after the execution of this Agreement, the Township, at its own expense, shall cause a sufficient number of copies of this Agreement exclusive of the Exhibits thereto, to be printed and distributed to each active member of the class of Full-Time Police immediately following their probationary appointment.

(SIGNING PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused the due execution of this Agreement as of the day and year first-above written by their duly authorized officers.

ATTEST:

**CENTER TOWNSHIP FULL-TIME
POLICE WAGE AND POLICY UNIT**

By: _____
Authorized Representative

Date: _____

ATTEST:

**CENTER TOWNSHIP BOARD OF
SUPERVISORS**

Secretary

By: _____
Chairman, Board of Supervisors

Date: _____

EXHIBIT “A”

Exhibit “A” – Overtime Procedure

The process for selection of overtime shall be based on the current full-time officer roster. The roster is listed by seniority and shall not start at the top of the list upon each time a shift is required to be filled. The process of filling an overtime shift begins with the first officer listed in seniority after the last officer who took an overtime shift. The process will continue through the list of officers by seniority until an officer elects to take an overtime shift. This process allows all full-time members to have an equal opportunity to obtain an overtime shift.

EXHIBIT “B”

Exhibit “B” – Compensatory Time

Each full-time member is eligible to elect compensatory time in lieu of receiving overtime pay for working more than 40 hours in a work week. Calculation for the compensatory time accrued is the number of overtime hours worked, multiplied by 1.5. The accrued comp time can be used as paid time off at a later date, subject to approval of the Chief of Police or their designee.