

## **AGREEMENT**

Made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between Township of Harmony, Beaver County, hereinafter referred to as the "Employer"

AND

The members of the Harmony Township Police Officer's Association, hereinafter referred to as the "Police Department."

### **Witnesseth**

This agreement shall be effective from January 1, 2024 through December 31, 2027.

**1. Membership:**

Full and part time officers.

**2. Definitions:**

The following definitions shall apply to this contract:

- a) The term "Policemen" or "Policeman" as used in this award shall include all persons employed full and part time within the Harmony Township Police Department as long as the persons have been employed through the procedures established in conformity with the Police Civil Service Act.
- b) The term "Township" as used in this contract shall mean the Township of Harmony and the Commissioners duly elected under the laws of the Commonwealth of Pennsylvania.
- c) Nothing contained in this contract shall be construed to affect the provisions of law regarding appointments, suspension, reduction and discharge of Policeman as found in the Police Civil Service Act.

**3. Salary:**

Patrolman		Full Time	Part Time
2024	3.0%	\$83,296.71	\$23.42
2025	3.0%	\$85,795.61	\$24.12
2026	3.0%	\$88,369.48	\$24.84
2027	2.5%	\$90,578.72	\$25.46

- a) There shall be a five percent (5%) rank differential between Sergeant and a Patrolman and a ten percent (10%) rate differential between the Chief and a Patrolman.

- b) The starting salary for any full-time member hired, or part-time member promoted, shall be seventy-five percent (75%) of the patrolman's rate. The salary for a member that has completed one (1) year of service shall be eighty percent (80%) of base pay. The salary for a member that has completed two (2) years of service shall be ninety percent (90%) of base pay. The salary for a member who has completed three (3) years of service shall be one hundred percent (100%) of base salary.
- c) Any employee who retires and is required to appear for Court shall be compensated in the amount of \$55.00 per hour with a four (4) hour minimum. If the employee is required or requested for a prior investigation or consultation, the retired employee shall be compensated at the same rate. All requests shall be approved by the Chief of Police/OIC or the Township Manager.

4. **Work Week:**

Each full time patrolman shall be paid for working his regular eight (8) hour shift starting at his regular shift time. The work week shall consist of forty (40) hours. Overtime shall be paid at the rate of one and half (1-1/2) times the regular rate of pay.

5. **Holidays:**

Each full time member shall be entitled to twelve (12) paid holidays being New Year's Day, President's Day, Good Friday, Easter, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving, Christmas, New Year's Eve, and Officer's Birthday. Double time shall be paid for any holiday worked.

6. **Year Completion Pay:**

Each full time member of the Harmony Township Police Department shall receive eighty (80) hours of salary as additional compensation if, and only if the Township employs him during the period January 1st through November 30th of that year. Members must be employed for a period of five (5) full years prior to this provision being applicable to them. This additional annual compensation shall be paid on November 30th of each year.

7. **Longevity Pay:**

Each full-time member of the Harmony Township Police Department shall receive the sum of: Ten Dollars (\$10.00) per year of service per month.

Members must first be employed for a period of five (5) full years prior to this provision being applicable to them. For any full-time officer hired after January 1, 2000, a cap of One Thousand Five Hundred Dollars (\$1,500.00) shall be placed on longevity.

8. **Court Time:**

- a) In the event a member of the Harmony Township Police Department is required to appear at a District Justice's hearing on his scheduled time off, he shall be entitled to be paid at time and one-half of his regular hourly rate for every hour actually spent in court, with a minimum of two (2) hours.
- b) In the event a member of the Harmony Township Police Department is required to appear at a Court or Central Court hearing on his scheduled time off, he shall be entitled to be paid at time and one-half of his regular hourly rate for every hour actually spent in court, with a minimum of four (4) hours.
- c) Police officers who are called to court or a District Justice's hearing during their regular on-duty working time shall receive no payment beyond their regular salary for that time actually spent in the court which comprises part of their normal forty (40) hour work week.
- d) Members of the police department shall be granted unlimited court days. If scheduled on the midnight to 8:00 AM shift on a day they are scheduled to appear in court, they shall be given that shift off without loss in wages. If scheduled on the 8:00 AM to 4:00 PM shift, they shall be given the shift off without loss in wages; however, if they are excused by the court in time to report for duty by 12:00 noon, they shall do so, in order to eliminate the necessity of the Township paying duplicate wages for police protection.

9. **False Arrest Insurance:**

The Township, at its expense, shall provide false arrest insurance for each policeman.

10. **Vacation:**

- a) Full time members of the Harmony Township Police Department are to have equal vacation time according to years of completed service:
  - (1) 1 year through 5 years of service: 96 hours of vacation.
  - (2) 6 years through 9 years of service: 160 hours of vacation.
  - (3) 10 years through 14 years of service: 210 hours of vacation.
  - (4) 15 years through 20 years of service: 240 hours of vacation.
  - (5) Over 20 years of service: 240 hours of vacation at regular rate which is equal to 6 weeks.
- b) Members of the Police Department must submit all requests for vacation periods to the Chief of Police; if duplicate requests are received for the same vacation period, seniority shall be the governing factor in the allotting of vacation periods. The Chief of Police shall compile the complete vacation roster and submit it to the chairperson of the public safety committee for submission to the Board of Commissioners for final approval. In case of sickness or accident, a member of the Police Department, upon written request, shall have his vacation period rescheduled to coincide with such period of sickness or accident. Such

vacation rescheduling shall not deprive the police officer from receiving any other benefit granted under provisions of this Agreement.

- c) Each full time member of the Harmony Township Police Department shall, in addition to regular compensation herein provided for, receive the following amount as vacation bonus for each year during the life of this contract, to wit, \$100.00 per week of vacation due.
- d) Each full time member of the Harmony Township Police Department will maintain the right to sell back any unused vacation hours back to the Township at one half (50%) their regular pay rate.

**11. Personal Days:**

Each full time member of the Harmony Township Police Department shall be permitted thirty-six (36) hours of personal time off each year, which works out to three (12) hour shifts.

**12. Uniform Allowance:**

Each full time member of the Harmony Township Police Department shall receive as annual uniform compensation allowance of Seven Hundred Dollars (\$700.00) provided by the Township to the officer on a prepaid debit card. Any officer purchases must be filed with the Chief of Police and must contain an inventory and receipt detailing the purchases.

Each part time officer shall receive annual clothing compensation of One Hundred and Fifty Dollars (\$150.00) if they worked a minimum of 200 hours in the previous year.

**13. Residency:**

All full time officers are required to reside within a twenty (20) statute mile radius of the Harmony Township Municipal Building (2501 Woodland Road, Ambridge, Pa 15003) within one (1) year of being hired as a full time employee.

Part time officers are not required to meet this requirement.

**14. Hospitalization:**

The full-time members of the Harmony Township Police Department and their families shall receive health care as defined in the agreement with Highmark Blue Cross Blue Shield PPO Blue Program. Coverage shall also include Vision and High Option Dental and a prescription plan with the Township paying for the coverage.

For the term of this contract coverage shall remain as is, the township and the bargaining unit agree to meet and explore other medical-benefit options including but not limited to a deductible plan with MEIT. Any changes made will not cost bargaining unit members any additional out of pocket expenses.

Beginning January 1, 2024 full time officers will contribute 7% of their annual healthcare cost. The cost will be calculated at the beginning of each year and will be withheld through payroll deduction.

All officers who retire from the Harmony Township Police Department shall be entitled to the receive medical benefits for themselves and their spouse for a period not to exceed 10 years in duration, except that any officer hired after January 1, 2000 who opts to take an early retirement (pursuant to Act 24 of 1998) shall not be eligible for his 10 years of post-retirement medical benefits until such officer reaches the age of 55. In the event that an officer hired after January 1, 2000 chooses to take an early retirement under Act 24, Post-retirement medical insurance shall be paid on a reduced scale as follows: These retired officers shall be permitted to purchase benefits, at their expense, through the Township plan if the provider permits it. At the time an officer who is on normal retirement reaches Medicare age the township will be permitted to reduce the full coverage to a supplemental plan that covers any additional costs not covered by Medicare.

For any full time officer retiring after January 1, 2024, he/she will be required to contribute 7% of their annual post-retirement healthcare costs. For all newly hired full-time police officers after January 1, 2024, he/she only will be eligible for medical benefits for a maximum of five (5) years post-retirement or until Medicare eligibility whichever comes first.

Any Employee who elects to obtain coverage through some other means will be compensated in the amount equal to fifty percent (50%) of the premium costs of the plan, which that employee would have been provided or not to exceed the monetary amounts per month: Employee Only: \$500.00 Employee Spouse or Employee Dependent: \$750.00 Employee Family: \$1,200.00.

**15. Sick and Accident Benefits:**

- a) Each full time member of the Police Department shall be permitted sick days in the following amounts for the life of this contract, to wit (120) hours annually. Officers may carry over (720) of unused sick hours. Members of the Harmony Township Police Department shall receive sick and accident benefits which shall be effective on the first (1) day in cases of accident and on the eighth (8th) day in case of sickness. It shall be the responsibility of the members of the Harmony Township Police Department to secure sick and accident claim forms from the Township Secretary at the municipal building, and after having them filled out by their attending physician, return them for processing within the maximum of twenty-six (26) weeks each year. Failure of a claimant (police officer) to file for sick and accident benefits to which he may be entitled will result in his having the amount of such lost benefits deducted from his sick leave benefits as stipulated in this contract. It is the intent of the parties that there shall not be any double payment in regard to sick leave and benefits under this provision, that is, that each sick day due to the member of the department shall be utilized to bring the benefits payable under the provisions of this sick and accident policy to the members' full pay for the term such benefits are payable.

- b) The township agrees to buy back unused sick days at the time of retirement at 100% pay for a maximum of 90 days. 50% of the total earnings shall be paid on the day of retirement from the department. The remaining 50% shall be paid on an annual basis, this being 25% on the officers first anniversary and 25% on the officers second anniversary date. The township agrees to buy back 45 days at full pay for an officer who opts into the DROP pension allowing these days to be added to the final 36-month averaging. This lump sum of money will be held in escrow at 0% interest and paid at normal retirement.
- c) Medical exam after three (3) days absence: In the event a policeman is absent due to illness or disability, after three (3) days, he may be required to furnish a medical certificate by a physician approved by the Township.

**16. Retirement Insurance:**

Each full time member of the Harmony Township Police Department who retires shall receive a paid up term life insurance policy of Five Thousand Dollars (\$5,000.00).

**17. Funeral or Death Leave:**

Each full time member of the Harmony Township Police Department shall be granted the following funeral or death leave without loss of wages; For a death in the immediate family, i.e., wife, child, brother, sister, parent, parents-in-law or dependents living in the same residence as the police officer: five (5) days. For a death of a relative other than those mentioned: three (3) day leave.

**18. Life Insurance:**

The Township shall pay full premium cost for a One Hundred Thousand Dollar (\$100,000.00) term life insurance policy on each full time member of the Harmony Township Police Department.

**19. Pension:**

Effective January 1, 2000 the Social Security Offset shall be eliminated. The mandatory employee contribution rate as mandated by Act 600 of 1956 may be reduced or eliminated from its mandatory rate on an annual basis. Any reduction or elimination will be based on the requirements of Act 600 pursuant to an annual actuarial analysis. In the event that a reduction or an elimination of the contribution rate should occur, the Township Commissioners shall adopt a Resolution for the period of time affected.

Any officer enrolled in the pension plan shall not be required to contribute to the pension plan for the contract year of January 1, 2024-December 31, 2024. Prior to any officer contributing to the pension plan, a cost study shall be conducted to determine if any contribution will be required from the officers to fund the pension for the contract years of 2025, 2026 and 2027. Said contributions shall be consistent with the requirements of any

applicable state law. All other provisions of the agreement shall remain in full force and effect unless otherwise mutually agreed.

Deferred Retirement Option Plan (DROP) shall remain in the Pension plan. Members can work for up to three years, but then must retire by the end of that period. Payments credited to the officers DROP account will be credited at the actual rate earned by the pension plan but shall not be less than 0% nor greater than 4.5% interest.

**20. Legitimate Police Car Uses:**

**a) *Repealed.***

- b) Members of the Harmony Township Police Department shall use the police car to pick up and transport Township funds to the bank. The Township shall carry insurance or be responsible for the loss or theft of Township monies handled or transported by the members of the Harmony Township Police Department during their tours of duty.
- c) The police patrol car, under any circumstances, shall not be used to transport private citizens for their own personal convenience, unless such transportation is provided in the line of police duty or in cases of emergency, sickness or accidents.
- d) The Township shall be responsible for providing proper police patrol vehicles. Police Officers shall not be required to use their own personal vehicles for patrol or other police duties.

**21. Time Cards and Time Clocks:**

Police Officers shall not be required to punch time cards at the start or finish of their work shifts.

**22. Paid Lunch Periods:**

Police Officers, when working their normal eight (8) hour shift, shall be entitled to a maximum of one-half (1/2) hour for lunch. When working a work shift of twelve (12) hours or more, they shall be entitled to a maximum of two (2) one-half (1/2) hour periods for lunch and dinner. Prior to starting such lunch or dinner periods they shall advise the police radio operator as to where they can be reached in case of emergency.

**23. Grievance Procedure:**

- a) A grievance is defined as an allegation by a Police Officer that a specific provision of this contract between the Harmony Township Police Department and the Township has been violated. Officers shall have the right to grieve all matters of discipline, including written reprimands.
- b) The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of this contract. This procedure will be kept as informal as may be appropriate. Nothing herein contained shall be construed as limiting the right of any Police Officer having a grievance to discuss the

matter informally with any member of the Public Safety Committee of the Board of Commissioners of Harmony Township.

- c) In all time periods listed under this provision, a weekend day shall not count as a day, and the next regular workday shall be substituted in its stead.
- d) The Police Officer shall have the right to present his grievance on his own or by an attorney or to designate a representative to appear with him in accordance with the following steps:

STEP I: The Police Officer shall deliver a written and signed grievance to the Chairperson of the Public Safety Committee within ten (10) calendar days of the occurrence of the grievance. The Chairperson of the Public Safety Committee shall render a written decision within ten (10) calendar days after receipt of the grievance.

STEP II: In the event a satisfactory settlement has not been reached through Step I procedures, the Police Officer may file a written, signed grievance with the Public Safety Committee within five (5) calendar days following receipt of the decision of Step I. The Public Safety Committee shall render a written decision within ten (10) working days after receipt of the grievance.

STEP III: In the event a satisfactory settlement has not been reached through Step II procedures, the Police Officer may file a written signed grievance appeal with the Board of Commissioners within five (5) calendar days following the receipt of the decision of Step II. The Board of Commissioners shall schedule a hearing within fifteen (15) calendar days of receipt of the appeal. The Police Officer shall be notified of the decision of the Board of Commissioners within ten (10) working days of the conclusion of this hearing. This notice shall contain the decision of the Board regarding both merits of the grievance and if appropriate, the compensation to be paid to the Police Officer along with a schedule of such payment.

STEP IV: Resort to the Court of Common Pleas of Beaver County may be had if:

- a) The Board of Commissioners fails to render a decision in accordance with the guidelines set forth in Step III of the provision.
- b) The Board of Commissioners fails to grant a hearing as is prescribed by Step III of this provision.
- c) The Police Officer is dissatisfied by the decision of the Board of Commissioners.

#### 24. Specific Duties:

The specific duties of each rank of officer pursuant to this Contract shall be consistent with those duties set out in the independently formulated Rules and Regulations of the Police



Department of Harmony Township, as drafted by the Police Department and the Board of Commissioners.

**25. Managerial Rights:**

The Employer shall have and retain, solely and exclusively, all managerial responsibilities, functions and powers which shall include, but which shall not be limited to, the following:

- a) The right to hire suspend or discharge Police Officers for proper cause;
- b) The right to lay off Police Officers because of lack of funds or lack of work, in order of seniority, to the extent permitted by law;
- c) Establishment or Continuation of policies, practices or procedures for the conduct of the Police Department, and, from time to time, change or abolishment of such policies, practices or procedures upon written notice to employees;
- d) Determination of the number of Employees to be employed or retained in employment;
- e) Determination of the amount of overtime required and scheduling in accordance with this agreement;
- f) Determination of the work to be performed in any position;
- g) Determination of work schedules, assignments and shifts in accordance with this agreement;
- h) Establishment and enforcement of reasonable rules for the maintenance of discipline; and
- i) Taking such other administrative measures as may be determined to be necessary for the orderly, efficient and equitable conduct of the Harmony Township Police Department; and
- j) The rights and responsibilities of the Civil Service Board and the Chief of the Police Department with the respect to suspension, dismissal and demotion shall not be modified or abridged by this Agreement. Further, nothing contained in this Agreement shall diminish the authority and power of the Civil Service Board or other similar personnel agency established by statute or the rights of employees under the Act.

**26. Scheduling:**

All regular work shall be scheduled and assigned by the Employer to provide forty (40) hour straight pay workweek for each available member of the class of full time police.

All overtime work shall be scheduled by the Employer, who, subject to the limitations of this Agreement, may at its discretion schedule such work wholly or partly for the class of full time police or the class of part-time police.

All overtime work scheduled by the Employer for the class of full time police shall be assigned by the Employer, in accordance with a written rotation system drawn by the Employer which system shall afford an equal opportunity to each available officer to perform the overtime work scheduled.

Overtime work growing out of, arising from or connected with an emergency situation (emergency situation is defined as an immediate hazard which endangers, or is probable to endanger, life or property) shall be assigned by the Chief of Police, who may at his discretion assign such work wholly or partly to the full time or the part-time police.

Additional assignments, authorized by the Board of Commissioners of the Township, including but 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 Employer who may at his discretion schedule such work wholly or partly for full time or part-time police. Notice of such work shall be posted one (1) week in advance and assignments shall be made by the Employer 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 Commissioners of the Township of Harmony 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 assignments shall not be taken into account in computing eligibility for overtime.

When a member of the class of the full time police scheduled to report for regular duty assignment shall notify the Employer of his inability to report for such work because of illness; and, the Employer shall receive such notice in a reasonable period of time in advance of the ill member's report time. The Employer will afford the available remaining members of the class of full time police on a fair rotational basis, the first opportunity to work as the ill member's replacement for the first workday only of the member's illness. The replacement, if a member of the class of full time police, shall be compensated at the rate of one and one-half (1-1/2) times the replacement member's scheduled hourly wage. Thereafter, with respect to each subsequent consecutive workday of illness, the Employer at its discretion may schedule replacements for the ill member wholly or partly from the class of full time police or the class of part-time police.

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 the grievance procedures hereinafter contained, be punishable by first warning on first offense, then 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.

When a member of the class of full time police shall receive vacation leave, the Employer will determine if the work is to be offered to the class of full time police or part-time police to work as the vacationing member's replacement. Such replacements, if members of the class of full time police, shall be compensated at one and one-half (1-1/2) times their scheduled hourly rate for all days worked including any holidays which may intervene. The Employer, in accordance with a written rotation system drawn by the Employer, shall assign all vacation replacement work. The Township reserves the right, acting through the Employer, to limit vacation replacement duty opportunity to not more than two consecutive 16 hour work days (inclusive of the regular work schedule and the vacation replacement schedule) per workweek per police officer.

**27. Compensatory Time:**

An officer may elect to accrue or accumulate compensatory time in lieu of payment of overtime at a rate of one and one-half (1-1/2) hours for each hour of overtime worked for training, court time, and for call outs for open shifts. An officer desiring to use compensatory time shall be permitted to use such time off within a reasonable period after making the request.

Compensatory time may be, accrued to a maximum of four hundred eighty (480) hours which represents not more than three hundred twenty (320) hours of actual overtime worked.

**28. 12 Hour Schedule Provisions:**

This section is intended to define the normal hours of work per day and during the work Period for officers working the 12 hour schedule. The work schedule rotation period shall consist of twenty-eight (28) days starting at 7:01 AM on a Sunday and end at 7:00 AM on Sunday of the 28th day. The work schedule rotation consists of one hundred sixty eight (168) hours of scheduled work in each work schedule rotation period; each full time officer on this work schedule rotation shall receive eight (8) hours of compensatory time for working these hours. Any officer, who works more than one hundred sixty eight (168) in a work schedule rotation or more than twelve (12) hours in a work day, shall be entitled to overtime compensation at the applicable rate.

**29. Reopening of Contract:**

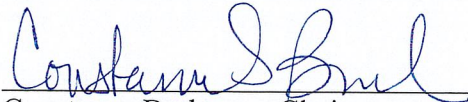
The parties agree to reopen the collective bargaining agreement for the following reasons:

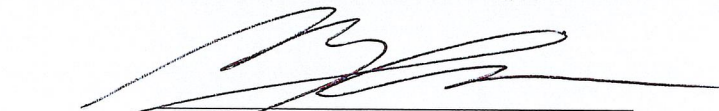
1. Any changes in the Act 600 Pension plan.
2. An increase in cost to the township in excess of 8% for the purchase of health care benefits.

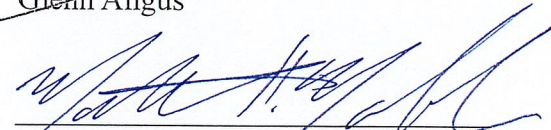
30. Effect of Agreement:


The foregoing document reflects the parties' attempt to compile and condense over twenty years of contracts, addendums, amendments and arbitration awards with respect to the Harmony Township Police Department. The foregoing is in no way intended to create, alter or terminate the heretofore pre-existing rights and obligations of the parties. In the event that a material benefit has been overlooked, the parties agree to meet and discuss as such issues may arise.

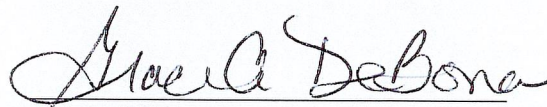
Harmony Township Board of Commissioners

  
Constance Barlamas, Chairperson.

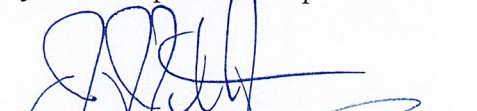
  
Glenn Angus

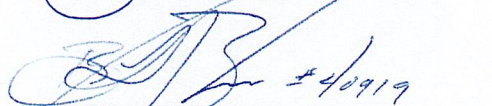
  
Matthew Molchen

  
Terry Mylan

  
Grace DeBona

Harmony Township Police Department

  
Juan Villagomez, Chief of Police

 #40919  
Brian Brooks, Officer