

Agreement

This Agreement is made and entered into this 16th day of September, 2024 and effective January 1st, 2025, by and between the Township of Patterson hereinafter called the "Employer", and the Patterson Township Police Bargaining Unit hereinafter called "PTPBU".

Article 1 Recognition

Section 1. The employer hereby recognizes the Patterson Township Police Bargaining Unit as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all police department employees described herein.

Section 2. The term "employee" when used in the Agreement refers to all full-time officers including the Chief of Police and excluding any other managerial employees.

Section 3. For purposes of this Agreement and for definition purposes throughout every Article of this Agreement, full-time employees shall be defined as those police officers who are regularly scheduled forty (40) hours per week.

Section 4. In the event that regionalization of police departments in our area becomes a topic of discussion, the Board of Commissioners reserves the right to enter into those discussions. Furthermore, the Board will be able to adopt a regional model after discussion with the PTPBU provided that there are no negative changes in wages, benefits or employment status (e.g. full-time or part-time). Rank will be considered but will not be guaranteed.

Article 2 Non-Discrimination

Section 1. The parties hereto agree not to discriminate against any employee on the basis of his race, religious creed, color, national origin, age, pregnancy, sex, marital status, and non-work related handicaps.

Section 2. The Employer agrees not to interfere with the rights of the employees to become members of the PTPBU.

Section 3. The use of male or he pronouns is for convenience only and is to be read as referring to both males and females.

Article 3 Maintenance of Membership

Section 1. All employees who are members of the PTPBU as of the date of this Agreement, and all employees who hereafter become members of the PTPBU shall, as a condition of their employment, maintain their membership in good standing in the PTPBU for the duration of this Agreement.

Article 4 Dues Check-Off

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Section 1. The Employer agrees to deduct monthly PTPBU dues, fees and/or uniform assessments of the PTPBU from the first/second pay each month of any employee whom written authorization is received and to send the dues to the Secretary-Treasurer of the PTPBU on or before the last day of the month for which the deduction was made.

Section 2. A dues check-off authorization is to be voluntary, but once given, it may not be revoked until fifteen (15) days prior to the expiration of the Agreement.

Section 3. The PTPBU agrees to indemnify and save the Employer harmless from any and all claims, suits, or other forms of liability arising out of the deductions of money for the PTPBU dues under this Article.

Article 5 Managerial Rights

The management, direction, and control of the Patterson Township Police Force is vested exclusively in the Township which has the right to hire, suspend, discharge, promote, and transfer its employees and make such rules relating to its operation as it deems advisable, subject to the provisions of this Agreement. This Article is subject to other provisions of this Agreement.

Article 6 Seniority

Section 1 Seniority shall be defined as the length of continuous service an employee has had with the Employer from his original date of hire. Seniority shall accrue during absence due to layoff, disability due to accident or illness, or other authorized leaves of absence, provided it is not terminated in accordance with Section 2 below.

Section 2 An employee's seniority shall be broken for any of the following reasons:

A. Voluntary termination of employment, including retirements. A written resignation is deemed accepted when delivered to the Police Commissioner. No written resignation, delivered by an employee may be withdrawn under any circumstance.

B. Discharged for reasonable and just cause.

C. When recalled from layoff, upon his failure to return to work within a period of one (1) week after the employee has received notification to so return. Employee must be given notice in writing by certified mail, return receipt requested mail only.

D. Layoff in excess of two (2) years due to lack of work.

E. Immediately upon the issuance of a final determination by a state or federal statutory agency that an employee is permanently and totally disabled from performing the work of a police officer.

Section 3 Absence from work in excess of two (2) years due to a compensable disability incurred during the course of employment with the Employer, shall not break continuous service provided such individual is returned to work within thirty (30) days after final payment of statutory compensation for such disability.

Section 4 When an employee whose seniority has been broken by any of the above causes is hired again, he shall begin as a new employee of the Employer.

Section 5 Seniority of employees who are hired the same day shall be determined by the application date and time.

Section 6 Layoff shall be made first from among part-time employees and then from among full-time employees, in order of seniority starting with the least senior member.

Section 7 Full-time officers shall be recalled to part-time positions prior to part-time officers being called to part-time positions. However, in no event, shall the Township employ additional part-time positions, without first refilling the full-time position.

Section 8 Recall from layoff shall be made first from among full-time employees, in order of seniority, and then from among part-time employees, in order of seniority.

Section 9 Layoffs, recalls after layoffs, vacation, personal days, and compensatory days, shall be in accordance with seniority.

Article 7 Hours Of Work And Work Schedules

Section 1 The Chief reserves the exclusive right to determine work schedules in accordance to this Agreement.

Section 2. The workday shall be defined herein as twenty-four (24) consecutive hours commencing with the employee's shift starting hour.

Section 3 Time and one half (1 ½) shall be paid for all hours worked in excess of eight (8) hours in a work day or forty (40) hours during a regular work week.

Section 4 All employees shall be required to work overtime in the event of an emergency that necessitates the working of such overtime. The Chief or Police Commissioner shall determine when an emergency exists under this section.

Section 5 Vacation, personal days, compensatory time, holidays when scheduled off and the employee would have normally worked said day, training, jury duty, and sick days shall be considered as hours worked for the purposes of computing overtime pay under this Agreement in Article 10.

Article 8 Compensation

Section 1 Hourly Wages The following are the job classifications of the employees covered by this Agreement and the basic hourly wage rate of compensation such employee shall be paid in their respective job classification.

Job Classification

Hourly wage Rates

See Exhibit Page 19

Chief

Assistant Chief
Patrolman

Section 2 Tier (Each year of employment is equivalent to one tier)

Section 3 There shall be a shift differential of twenty-five (25) cents per hour paid for each hour worked between 1400-2200 hours and a fifty (50) cents per hour between 2200 hours and 0600 hours worked.

Article 9 Court Appearance

Section 1 Full-time shall receive overtime pay at time and one half (1 ½) or compensatory time as listed below:

A) Three hours (3) minimum when required to appear as a witness while off-duty in connection with his duties in any criminal court, civil court, juvenile court, pre-trial conference, sentencing, or summary appeal. Documentation shall be placed on time card if minimum time goes beyond this Agreement.

B) Two hours (2) minimum when required to appear as a witness while off-duty in connection with his duties in any summary trial at a magisterial district court. Documentation shall be placed on time card if minimum time goes beyond this Agreement.

C) One (1) hour minimum when required to conduct any investigation/interview at the District attorney's office or the delivery of a juvenile allegation to Juvenile Services.

Section 2 Court appearances during the employee's scheduled working hours shall not be subject to the minimum hours established above. Compensation shall be at the current hourly rate as established by this Agreement.

Section 3 Employee's required to attend court proceedings and incurring parking fee expenses and/or tolls shall be reimbursed for such expense provided the employee submits a validated receipt for such expense within thirty (30) days in which the expense was incurred.

Article 10 Overtime

Section 1 Eight hours (8) minimum for CPR, Hazardous Material, and First Aid training.

Section 2 One hour (1) minimum for mandatory meetings.

Section 3 Three hours (3) minimum if called out for any reason when the employee is not regularly schedule at the appropriate rate of pay.

Section 4 Over eight hours (8) in one day

Section 5 Over forty hours (40) in one week. One week shall be defined as seven days (7) Sunday through Saturday.

Section 6 When the need for scheduled overtime arises, because of personal days and bereavement days the Employer shall assign overtime from a list of Full-time employees on the basis of seniority.

Section 7 Two (2) times the straight time wage for hours worked on a scheduled Sunday off.

Section 8 Two (2) times the straight time wage for hours worked in excess of sixteen (16) hours in a day.

Section 9 Compensatory time shall be designated by the employee at the end of each pay period on his time card. All compensatory time not taken by December 31st of each calendar year shall be paid at the normal hourly rate of pay. No compensatory time shall be carried over to the next calendar year. No employee shall accumulate over four hundred eighty (480) hours in compensatory time in one (1) calendar year. Any time over four hundred eighty (480) shall be paid to the employee. Compensatory time shall be defined as "an hour and one half (1 ½) of time off for each hour of overtime worked" as it pertains throughout this Agreement.

Article 11 Vacations

Section 1 All full-time employees shall be entitled to vacation with full pay and benefits if he has completed at least one (1) year of continuous service. The Employer shall pay the employee who terminates his employment with the Employer for all unused and entitled vacation time at the rate of one hundred percent (100%) at his appropriate hourly rate on the next scheduled pay period after his termination.

Section 2 Length of vacation:

After one (1) year	Five (5) days annually
From two (2) years to five (5) years	Ten (10) days annually
From six (6) years to ten (10) years	Fifteen (15) days annually
From eleven (11) years to fifteen (15) years	Twenty (20) days annually
From sixteen (16) years to nineteen (19) years	Twenty one (21) days annually
From twenty (20) years to twenty five (25) years	Twenty five (25) days annually
After twenty five (25) years	Twenty six (26) days annually

Section 3 Selection of vacation by employees shall be granted on a seniority basis and given to the Chief on or before April 1st of that calendar year. No two (2) employees shall be on vacation at the same time if it creates overtime and no two (2) supervisors shall be on vacation the same day.

Section 4 Requests to change vacation shall not be denied on the basis that it creates overtime, unless the request falls within the provisions of Section 3 of Article 11.

Section 5 Vacation entitlement may be used in conjunction with regularly scheduled days off. There shall be no required number of vacation day(s) an employee uses consecutively.

Section 6 If a vacation day(s) is canceled, the employee canceling the vacation may not bump a junior employee from his posted vacation unless his cancellation was departmentally implemented.

Section 7 An employee whose vacation is canceled by the department/Employer and who, thereby,

suffers out of pocket financial loss, shall be made whole by the Employer and shall be given a Later opportunity within the calendar year to take his vacation. The employee shall produce a receipt for compensation to the Employer. This section does not apply in the event of emergence(s).

Article 12 Holidays

Section 1 Each employee shall receive ten (10) paid holidays each year. The days shall be: New Year's Day, Martin Luther King Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, birthday, and Veteran's day.

Section 2 Employees shall receive two and one half (2 ½) times the straight wage for a holiday worked.

Section 3 If an employee's day off falls on a holiday, he shall receive an additional eight (8) hours straight pay. If the employee is scheduled a holiday off, he must work the full eight (8) hour shift before the holiday if he is scheduled to work or produce an excuse from a medical doctor.

Section 4 Compensatory time as outlined in this Agreement may be used for holidays worked.

Section 5 Full-time employees shall receive four (4) personal days of his/her choice. An additional holiday will be awarded to all full time employees as a floating holiday to be used at the employees discretion. This holiday should not be granted if overtime is needed to fill the vacancy.

Section 6 The employee shall give three (3) calendar days advance notice to the Chief of his/her intent to use a personal day schedule permitting.

Section 7 No two (2) employees shall be off on personal days at the same time/day.

Section 8 New full-time employees will receive one (1) personal day after sixty (60) days worked. Two (2) personal days after one (1) year employment and four (4) personal days after two (2) years employment.

Section 9 Personal day entitlement shall follow the guidelines set forth in Article 11 Section(s) 4,5,&6.

Section 10 An employee whose personal day is canceled by the department/Employer and who, thereby, suffers out of pocket financial loss, shall be reimbursed for the out of pocket loss by the Employer and shall be given a later opportunity within the calendar year to take his/her personal day. The employee shall produce a receipt or other proof of any out of pocket financial loss in order to be reimbursed. This section does not apply in the event of emergencies.

Section 11 After completion of one full year of employment, each full-time employee shall receive a payment equal to one percent (1 %) of his salary on pay period 24.

Article 13 Sick Leave/Disability

Section 1 All full-time employees shall receive fifteen (15) days sick leave with pay per calendar year. Sick days can accumulate to a maximum of sixty (60) days. New full-time employees shall not be

entitled to sick leave until after sixty (60) days worked from the date of employment.

Section 2 Employees shall have the option of receiving one-half (½) straight pay for each sick Leave day accumulating from thirty one (31) days to sixty (60) days. Employees choosing this option shall notify the Chief in writing thirty (30) calendar days prior to his hire date. Sick leave pay is subtracted from accumulated sick leave. Hire dates for full-time employees are:

David Stanislawski	12/28/1998
Nicholas Bathgate	05/11/2006
Keith Girting, Jr.	03/03/2014
Malynda Garcia	06/11/2021

Section 3 Payment for sick leave under Section 2 of Article 13 is not considered hours worked and shall be paid at current rate.

Section 4 Upon retirement with twenty (20) years of service or more and at age fifty (50) or above, all remaining sick days shall paid at current rate and at fifty-percent (%50) straight pay per day to zero (0) days. In the event an employee terminates his employment with the Employer, he shall be paid at his current rate twenty-five percent (%25) of remaining sick days to zero (0).

Section 5 Proof of illness from a medical doctor shall be required if an employee is absent for more than three (3) consecutive days.

Section 6 Each employee may contribute up to five (5) sick days to another full-time employee in the event of a medical emergency.

Section 7 Disability income shall be fifty-percent (50%) of weekly gross income. Should an employee be off for seven (7) consecutive days he shall have the option to use a combination of one-half (½) sick days and collect fifty-percent (50%) disability income until his sick days are depleted. This section shall apply to employees with sick days accumulated.

At this time he/she will only receive fifty-percent (50%) disability income until that benefit is depleted. At no time shall an employee receive full sick days, eight (8) hours pay, in addition to disability pay.

Section 8 Should a full-time employee's family member need care due to serious illness, he shall have the option to use five (5) consecutive sick days. Any sick day used thereafter, the employee shall have proof of medical illness to family member from a medical doctor. The employee shall keep the Chief apprised of the medical condition of a family member as defined by FMLA.

Section 9 Employees shall notify the on-duty officer or Beaver County Dispatch of his intent to call off from work. He shall notify the mentioned above at least two (2) hours prior to the commencement of his shift unless an emergency prevents such notification.

Section 10 All full-time employees using three (3) or less sick leave days in a calendar year shall receive an additional personal day for the following calendar year.

Article 14 Bereavement Leave

Section 1 In case of death in a full-time employee's family, the employee shall receive three (3) consecutive workdays paid at current rate. One (1) of the three days shall be the day of the funeral.

Family members under this section shall be Spouse, Son, Daughter, Stepchildren, Spouse's Grandparents, Brother, Sister, Parents, Grandparents, Brother-in-Law, Sister-in-Law, Spouse's Parents, Grandparents. In the case of Grandparents, Spouse's Grandparents, Brother-in-law, and Sister-in-Law the last day of bereavement shall be the day of the funeral.

Section 2 Employee's shall not receive bereavement pay when it duplicates pay received for time not worked or for any other reason.

Section 3 In the event out of county travel is required for bereavement, employees can use a maximum of three (3) sick days in addition to bereavement leave.

Article 15 Leave of Absence

Section 1 The Employer may grant a leave of absence for up to six (6) months without pay. No employee shall be granted a leave of absence to seek new employment unless it is for health reasons.

Article 16 Meals

Section 1 Employees shall have the option to take their meals at their place of personal preference and shall be permitted to travel four (4) miles from the borders of Patterson Township.

Section 2 Employees shall be entitled to use the kitchen area and Emergency Management room, located at the township building to prepare and consume their meals during the employee's break/lunch/meal.

Section 3 Employees shall remain on call during said times.

Section 4 In the event the employee is required out of county travel, he shall be reimbursed in accordance with the following schedule:

Breakfast: \$7.00 per day
Lunch: \$9.00 per day
Dinner: \$18.00 per day

Tips up to fifteen percent (15%) are reimbursable. A receipt for meals incurred by the employee shall be submitted to the Chief of Police and paid on the proceeding pay period.

Article 17 Hospitalization and Insurance

Section 1 Health Insurance: The Employer shall continue to provide full-time employees the existing UPMC Health Plan, Business Advantage PPO or provide equivalent through the term of this Agreement. The cost for this benefit shall be paid by the Employer. The Employer may switch plans providing equivalent coverage so long as they notify the employee in writing at least thirty (30) days in advance of their intent to switch providers so the employee has an opportunity to review said plan. If the PTPBU believes the coverage is not equivalent it shall be addressed through grievance procedure and no switch will be made until an Arbitrator renders a decision utilizing an expedited arbitration procedure. Employees will fill out appropriate paperwork that allows the employer to seek equivalent coverage and realize a potential savings.

Section 2 The Employer shall permit an employee to stay in the Employer's hospitalization plan after retirement but shall cap the amount that the Employer contributes to two-thousand five hundred dollars (\$2,500) per year. This section shall not apply provided that the employee can be included in any policy that may be available to his spouse at his retirement. However, if the spouse of the employee loses his benefit, the employee may return to the plan but only under condition stated in this section. This section shall expire when an employee turns 65 years of age and/or is eligible for Medicare.

Section 4 Each full-time employee shall receive group life insurance coverage in the amount of forty thousand dollars (\$40,000) which includes any and all insurance funded through the Employer's General Municipal Pension System. The insurance coverage shall be in effect during the time of employment with the Employer. The Employer shall provide post retirement life insurance death benefit with a minimum of fifteen thousand dollars (\$15,000) at age fifty (50) and twenty-five (25) years of service.

Section 5 The Employer, at its expense, shall provide false arrest insurance for each employee to protect those employees from potential civil liabilities for work performed by police officers on behalf of the Township and where the police officers are acting within the scope of their duty. A yearly dollar amount shall be supplied to the employees.

Article 18 Uniform Allowance and Ammunition

Section 1 Full-time members shall receive a clothing allowance of three hundred fifty dollars (\$350). This money may be used for any uniform items, which includes but is not limited to, leather goods, regulation shoes, boots, shirts, ties, hats, trousers, helmets, and badges. Any and all items purchased by the Employer shall be the property of the Employer. The uniform of the day shall be governed by Department policy. If there is a change of uniform, the cost shall be borne solely by the Employer. Weapons, ammunition, and body armor shall be at the sole expense of the Employer.

Article 19 Patrol Vehicle Usage

Section 1 The patrol car, 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 case of emergency, sickness, or accidents.

Section 2 The Employer shall be responsible for providing proper police patrol vehicles. Employees shall not be permitted to use their own personal vehicles for patrol.

Section 3 Employees shall use patrol vehicles for police, township, or job related business. If a patrol vehicle is not available for police, township, or job related business, employees will receive the maximum prevailing Internal Revenue Service Standard Mileage Rate for that calendar year. Calculation of mileage shall begin at the police department and end at the point/address of training. Mapquest.com shall be used for determining mileage.

Section 4 The Employer reserves the exclusive right to choose an insurance carrier for patrol vehicles. In the event there are any changes to the policy which would affect the employee's duty, the Employer shall, in writing, notify the employees as to the changes and supply a copy from the insurance carrier defining the changes.

Section 5 Any officer involved in a motor vehicle accident with a Department vehicle shall notify the Pennsylvania State Police for the purposes of the accident investigation. As soon as practical, the officer will notify the Chief of Police or the Assistant Chief of Police and a detailed computer entry will be made of the incident.

Article 20 Commissioners Public Meetings

Section 1 Employees shall be permitted at public meetings whether on/off duty for all municipalities in which the employees supply police services. The intent of Article 20 is to create a positive rapport/environment between the municipalities and the Patterson Township Police employees.

Section 2 Employees shall remain on call during meetings attended.

Section 3 Prior to the scheduled time of municipalities meetings, the employee shall advise dispatch as to where the employee can be reached in the event of an emergency.

Section 4 Employees required to attend meetings while off duty shall be compensated at current rate in compensatory time.

Article 21 Mandatory Education and Training

Section 1 Employees shall receive paid training each year that is mandated by Federal, State, or County Legislation. A minimum of eight (8) hours pay for MPOETC Updates.

Section 2 As an incentive to higher education within the department, the Employer shall pay the cost of tuition and books for law enforcement and job related curriculum. Any and all schooling shall receive prior approval of the Chief and the Employer (Patterson Township Board of Commissioners). Any and all requests may be granted within budgetary educational allotments. Employees shall be made aware of the amount of this allotment.

Section 3 Employee's time spent driving to and from any required training session, other than in Patterson Township, shall be considered as hours worked.

Section 4 Any expenses incurred by the employee shall follow Article 9 Section 3.

Article 22 Pension

There is hereby established a Police Pension Fund for the benefit of all full-time police officers (the "participants"), under the control of the Board of Commissioners. The initial amount of this fund shall be set by the Board of Commissioners based on an allocation from the Foreign Fire Insurance Tax Fund. The initial amount of the fund shall be the full amount of the existing Police Pension Fund as of the date of the transfer and assumption of liability described in Article I herein.

§ 30-10 Eligibility requirements.

[Amended 3-14-2002 by Ord. No. 391; 4-14-2005 by Ord. No. 409]

The Board reserves the right to pursue the risks and benefits of DROP (Deferred Retirement Option Plan) and if acceptable offer it to the employees pursuant to meeting all Federal, State and Local

requirements as necessary.

A.

Any participant in this plan shall be eligible to receive the retirement benefits described hereinafter upon obtaining the age of 50 years and completing a minimum of 25 years of service to the Township. For purposes of this plan, service to the Township shall include any period of voluntary or involuntary military service with the armed forces of the United States of America, provided that the participant has been employed as a full-time Police Officer of the Township for a period of at least six months immediately prior to the period of military service; and the participant returns to employment within six months following his discharge from military service or within such longer period during which his employment rights are guaranteed by applicable law or under the terms of a collective bargaining agreement with the Township.

Early retirement. If a participant retires or terminates employment with the Township prior to the minimum age and service requirements specified in § 30-10A, the participant shall be entitled to an immediate early retirement benefit if the participant had completed at least 20 years of service with the Township (to be calculated as provided in Subsection A above). The early retirement benefit shall be equal to the actuarial equivalent of the partial retirement allowance determined under § 30-11, Vesting. The actuarial equivalent shall mean two forms of payment of equal actuarial present value on a specified date. The factors to be used in determining the actuarial equivalent shall be the actuarial assumptions reported in the last actuarial valuation report filed with the Public Employees' Retirement Commission under Act 205.

§ 30-11 Vesting.

Should a participant, before completing the retirement age and minimum service requirements described herein but after having completed 12 years of total service, for any reason cease to be employed as a full-time police officer in the Township, he shall be entitled to vest his retirement benefits by filing with the Township within 90 days of the date he ceases to be a full-time police officer a written notice of his intention to vest. Upon reaching the date which would have been his normal retirement date if he had continued to be employed as a full-time police officer, he shall be paid a partial retirement allowance, determined by applying the percentage his years of service bears to the years of service he would have rendered had he continued to work into his normal retirement date.

§ 30-12 Retirement benefits.

The Township shall pay a monthly pension benefit to any eligible plan participant who meets the minimum age requirement and has completed the minimum period of service requirement described herein in an amount equal to 1/2 the monthly average salary of such participant computed on the basis of the last 36 months of employment.

A.

Cost-of-living increases. Commencing in the first month of the second full year that an employee is receiving retirement benefits under this plan, the employee shall be entitled to a cost-of-living increase based on the Consumer Price Index. These cost-of-living increases shall not exceed in the aggregate the lesser of 30% of the original benefit or 75% of the final average salary. No cost-of-living increase shall be granted which would impair the actuarial soundness of the pension fund.

[Amended 1-13-2011 by Ord. No. 431]

B.

Employee contributions. Each employee covered by this plan shall annually contribute an amount up to 5% of his or her gross annual compensation to the pension fund. The Township Commissioners may, on an annual basis by resolution, reduce or eliminate payments into the fund by members. Reduction or

elimination of member contributions shall not permit the return of contribution or any interest or fund earnings to be made to members while actively employed.

[Amended 12-29-2005 by Ord. No. 411]

§ 30-13 Funding of retirement benefits. All retirement benefits provided by this plan shall be funded and paid by the general assets of the Police Pension Plan Fund

§ 30-14 Joint and survivor annuity.

A.

Employee benefit. Except as provided hereinafter, the last payment due with respect to any employee receiving a retirement benefit shall be the payment due on or most recently preceding the date of the employee's death.

B.

The surviving spouse of a member of the police force or a member who retires on pension who dies, or if no spouse survives or if he or she survives and subsequently dies, then the child or children under the age of 18 years or, if attending college, under or attaining the age of twenty-three years, of a member of the police force or a member who retires on pension who dies, shall, during her lifetime in the case of a surviving spouse or until reaching the age of 18 years or, if attending college, under or attaining the age of 23 years in the case of a child or children, be entitled to receive a pension calculated at 50% of the pension the member was receiving, or would have been receiving, had he been retired at the time of his death. ("Attending college" shall mean the eligible children are registered at an accredited institution of higher learning and are carrying a minimum course load of at least 7 credit hours per semester.)

[Amended 4-14-2005 by Ord. No. 409]

C.

Death while eligible for retirement. If an employee who is eligible for retirement dies before commencing his retirement, then the surviving spouse or, if the employee is not survived by a spouse, the minor children of the employee shall be entitled to receive a monthly benefit equal to what the surviving spouse or minor children would have received under Subsection B hereinabove had the employee commenced his retirement.

D.

Death after vesting but prior to eligibility for retirement. If an employee dies after his pension rights have vested but before he is eligible for retirement, then upon the date that the employee would have been eligible for retirement, the employee's surviving spouse, or child or children under the age of 18, or, if attending college, under the age of 23 if he is not survived by a spouse, shall receive a monthly benefit equal to 50% of the partial retirement allowance the employee would have received, determined by applying the percentage his years of service to the years of service he would have rendered had he continued to work to his normal retirement date, for the respective time periods described in Subsections B and C hereinabove.

[Amended 5-7-1997 by Ord. No. 359; 4-14-2005 by Ord. No. 409]

§ 30-15 Disability benefits.

[Amended 4-14-2005 by Ord. No. 409]

Any employee who receives an honorable discharge by reason of an in-service disability shall be eligible for a disability pension equal to 50% of his normal salary at the time of his disability. This amount shall be offset by any amounts payable by reason of workmens' compensation, social security benefits or any other insurance received for, or resulting from, the same injury or injuries.

§ 30-15.1 Killed in service benefit.

[Repealed in 2013 by Ord. No. 438]

§ 30-15.2 Prevesting death benefit.

[Added 4-14-2005 by Ord. No. 409]

The surviving spouse of a member of the police force who dies before his pension has vested or, if no spouse survives or if he or she survives and subsequently dies, the child or children under the age of 18 years, or, if attending college, under or attaining the age of 23 years, of the member of the police force shall be entitled to receive repayment of all money which the member invested in the pension fund plus interest of 3.5% or other increases in value of the member's investment in the pension fund, unless the member has designated another beneficiary for this purpose.

§ 30-15.3 Refund of member contributions to terminated members.

[Added 4-14-2005 by Ord. No. 409; amended 12-29-2005 by Ord. No. 411]

Any member of the Township Police Department who, for any reason whatsoever, shall be ineligible to receive a pension after having contributed any charges to a police pension fund established pursuant to the provisions of Act 30, or to a police pension fund existing on the effective date of Act 30 supplanted by a police pension fund established pursuant to the provisions of Act 30, shall be entitled to a refund of all such monies paid by him or her into such funds plus 3.5% interest earned by such monies while in the police pension fund, less any return of contributions and interest made to members pursuant to Section 6 of Act 30, as determined by regulations of the governing body, immediately upon discontinuance of his or her employment with the police force. If such discontinuance is due to death and the pension rights have not vested, such monies shall be paid to the surviving spouse. If no spouse survives or if the spouse survives and later dies, the member's children under the age of 18 years, or if attending college, under the age of 23 years, shall be entitled to receive repayment of all money which the member has invested plus 3.5% interest, unless the member has designated another beneficiary. If the member has no surviving spouse or children and no designated beneficiary, the money shall be paid to his estate. The pension fund will retain all amounts greater than \$1,000 unless the participant consents to the distribution for the amount greater than \$1,000. The fund will continue to distribute benefits of \$1,000 or less without the participant's consent.

§ 30-15.4 Military service provisions.

[Added 4-14-2005 by Ord. No. 409]

A.

Any member of the Township Police Force who has been a regularly appointed employee of any such police department for a period of at least six months and who thereafter shall enter into the military service of the United States shall have credited to his employment record for pension or retirement benefits all of the time spent by him in such military service, if such person returns or has heretofore

returned to his employment within six months after his separation from the service.

B.

Any member of the Township Police Force shall be eligible to receive service credit for intervening military service, provided that he is not entitled to receive, eligible to receive now or in the future or is receiving retirement benefits for such service under a retirement system administered and wholly or partially paid for by any other governmental agency, with the exception of a member eligible to receive or receiving military retirement pay earned by a combination of active duty and nonactive duty with a reserve or national guard component of the armed forces, which retirement pay is payable only upon the attainment of a specified age and period of service under 10 U.S.C. Ch. 67 (relating to retired pay for nonregular service).

Section1 In the event there is any addition/subtraction from the pension, full-time employees shall be made aware of such changes in writing.

Section2 There will be no social security offset.

Article 23 Grievance Procedure

Section 1 A grievance is a dispute concerning the interpretation, application, or alleged violation of the specific terms or provisions of this Agreement, including disputes involving disciplinary action. Any grievance arising between or among the Township and the PTPBU or an employee represented by the PTPBU shall be settled in the following manner in writing:

Step One: Within ten (10) days of the date a grievance arises, the employee shall notify the Police Commissioner of its occurrence.

Step Two: The Police Commissioner shall reply to the grievance/employee, in writing, within ten (10) days after the initial presentation of the grievance.

Step Three: If the aggrieved employee doesn't accept the Police Commissioner's decision as satisfactory, he may appeal the decision to the Board President within ten (10) days upon receipt of the Police Commissioner's decision. If the Board President and Police Commissioner are one in the same person, then the appeal is directed to the HR Committee Chair.

Step Four: The Board President (or HR Chair) shall reply to the appeal within fifteen (15) days after the initial presentation of the appeal.

Step Five: The employee shall either accept the Board President's (or HR Chair's) decision as satisfactory or appeal to the Full Township Board of Commissioners within fifteen (15) days upon receipt of the Board President's (or HR Chair's) decision.

Step Six: The Township Board of Commissioners shall reply to the appeal within thirty (30) days after the next official board meeting following the receipt of the appeal.

Step Seven: If the grievance has not been satisfactory resolved at Step Six, the PTPBU may appeal to arbitration within fifteen (15) days after a decision at Step Six has been rendered by the Township Board of Commissioners. A request for arbitration may be initiated by the PTPBU serving upon the Police Commissioner in writing of intent to proceed to arbitration. The notice shall identify the Agreement provisions in dispute, the issue(s) to be determined, and the employee or employees involved. Upon receipt of a notice requesting arbitration the parties shall attempt to select an arbitrator; if the parties cannot voluntarily agree upon the selection of an arbitrator, they shall notify the State Mediation and Conciliation Service of their desire to have that Service submit to the parties a panel of seven (7) arbitrators. Each party shall alternately strike until one (1) name remains. The Employer shall strike the first name. The person remaining shall be the arbitrator.

- The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision on the issue(s) presented and shall confine his decision solely to the application and interpretation of this Agreement.
- The cost of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its own case
- The arbitrator's decision shall be final and binding on all parties.

Section 2 Days as used in Article 23 shall be calendar days. The time limits provided in this Article may

be extended by mutual agreement of both parties.

Article 24 Police Officer's Bill of Rights

Section 1 When an anonymous complaint is made against a police officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.

Section 2 When a citizen complaint is filed, it must be done in writing, notarized, and signed by the complainant and filed no later than thirty (30) days from the alleged event.

Section 3 An internal investigation must take place concerning said complaint and all parties, whether subject or witness, must be part of investigation.

Section 4 After said investigation, all information should be corroborated, reasonable and just cause must be found before charges are filed against any employee. The accused employee shall be notified orally and in writing of the complaint and be forwarded a copy of said complaint within five (5) days upon completion of the initial investigation if the Employer is going to file charges or take disciplinary action.

Section 5 A police officer, whether subject or witness, must be informed of the nature of any questioning before actual interrogation takes place.

Section 6 Upon any interrogation of a police officer under this Article, where written statements, transcripts, or mechanical records are made, a PTPBU representative must be present if requested; a copy must be given to the police officer at the officer's expense. Such procedures will not be applicable for preliminary investigations during which the officer may simply be questioned about a complaint, incident, or event.

Section 7 Employees shall have the right, upon request, to review the contents of their personnel/employee file(s). The employee shall have the right to submit a statement concerning any material in his file(s). Such statement shall become part of the employee's personnel/employee file(s). Copies shall be given to the employee at the expense of the employee. The cost of any written document shall be governed by the "Right to Know" law.

Section 8 No material shall be placed in the personnel/employee file(s) without notification to the employee or without the 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 employee shall have the right to answer any material so filed and his answer will become part of his personnel/employee file(s).

Section 9 Unless agreed to by the parties or ordered to do so by a court of competent jurisdiction neither the police officer nor the Employer shall make public comments on the reason for any disciplinary action taken against any police officer.

Article 25 Legality

Both parties hereto specifically agree that it is their intent that this Agreement, under all circumstances

and in every respect, shall comply with all applicable statutes, governmental regulations and judicial decisions. In the event that some aspect of this Agreement shall be found not to comply with applicable statutes, governmental regulations and judicial decisions, the parties shall immediately bargain concerning adjustments in the Agreement designed to make the Agreement comply with the applicable statute, governmental regulation or judicial decision with which it is at odds.

Article 26 Separability

In the event any of these terms or provisions of this Agreement shall be found invalid or declared unenforceable by reason of any Federal or State Statute directive, rule or regulation, now in effect or hereinafter to become effective, or by reason of the decision of any Federal or State Court, such invalidity or unenforceability shall not effect or impair any other or provisions hereof, unless the other terms or provisions are directly affected by the selection declared invalid or unenforceable. The parties thereupon may, within thirty (30) days, meet to discuss said invalidity or unenforceability.

Article 27 Discharge or Suspension

Section 1 The Employer shall not discharge or suspend any employee except for reasons set forth in the First Class Township Code and Patterson Township Civil Service Rules and Regulations. Within five days after the Board of Commissioners has voted to discharge or suspend an employee, a written statement of the charges shall be delivered to the police officer either by personal service or certified mail and shall be simultaneously delivered to the PTPBU Grievance Committee or designee.

Section 2 A warning notice as herein provided shall not remain in effect for a period of more than twenty-four (24) months from the date of the occurrence upon which the complaint and warning notice are based. Request to purge file must be requested in writing by the employee and approved by the Board of commissioners.

Section 3 Any documentation in the employees' personnel/employee file(s) exceeding twenty-four (24) consecutive months, the Township/Employer shall not reference said material.

Section 4 Any employee discharged must be paid in full for all wages owed him by the Employer, including entitled vacation pay, if any, within fifteen (15) days from the date of discharge.

Section 5 A discharged or suspended employee must advise the PTPBU in writing, within five (5) working days after receiving notification of such action against him of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be by written notice to the Secretary of the Civil Service Commission and received by the Commission within 10 days after the police officer received notice of the suspension or discharge. In the event a grievance is filed, all notices and decisions shall be filled in accordance with the time limits set forth in Article 23

Section 6 In the event the commission fails to uphold the charges, then the person sought to be suspended or removed shall be reinstated with full pay for the period during which he/she was suspended or removed, and no charges shall be officially recorded against his/her record. Nothing herein shall preclude the PTPBU, Employee and Employer from agreeing to a settlement and/or filing a grievance

Article 28 Subcontracting

For the purpose of preserving work and job opportunities for the Officer covered by this Agreement, the Employer agrees that no work or services of the kind, nature, or type covered by, presently performed, or hereafter assigned to the Police Officer working under this contract will be subcontracted, transferred, leased, or conveyed in whole or in part to any other entity or non-unit employees, unless otherwise provided in this Agreement.

All Police work in Patterson Township shall be done by the Police working under this Agreement or by Police from other communities that are responding to a situation in the township as the result of a mutual aid pact.

Article 29 Reopener Clause

Section 1 In the event that the health insurance provisions fail to meet the requirements of the ACA and its related regulations or cause Patterson Township to be subject to penalties, tax or fine, PRPBU and Patterson Township will meet immediately to bargain over alternative provisions so as to comply with the ACA to avoid any penalties, taxes or fines for Patterson Township.

Section 2 In the event that it is determined that the Patterson Township Uniformed Pension Plan does not have sufficient funds for purchasing individual annuity contracts to fund retirement benefits, this agreement will then be re-opened to bargain over alternative funding provisions.

Section 3 If at a regular open meeting, the five (5) members of the Township Board of Commissioners voted unanimously that there is a financial crisis in Paterson Township; the Township will pay for an outside auditing firm to verify the financial crisis. This Agreement will then be reopened for negotiation.

Article 30 Policy Statement

Section 1 Any current board policy, department policy, or job description not in conflict with the Agreement will remain in effect. Any new policy may be implemented after discussion with those involved.

Article 31 Miscellaneous

Section 1 The Employer shall not make any verbal or written agreement with any employee that is contrary to any term of this Agreement.

Section 2 Any employee who has been called to jury duty shall be excused from work for each such day on which he serves or reports to serve and shall be compensated by the Employer at his regular base salary rate minus jury pay, however, if the employee is excused from jury service before 11:00 a.m., he shall report to work his regular scheduled shift, unless scheduled daylight. An employee receiving notice to report to jury shall immediately notify the Chief.

Section 3 Each employee shall be entitled to Military leave in accordance with the provisions of Pennsylvania and United states Law.

Section 4 Employees shall be permitted to change scheduled days of work with other employees or open assignments with approval from the Chief. No employee shall switch shifts or days off in order to gain overtime assignments. The employee requesting the shift/trade shall wave his entitlement to

overtime under this Agreement.

Section 5 The Employer shall not reference the use of sick days under Article 13 Sections 6 & 8 and Article 14 Section 3.

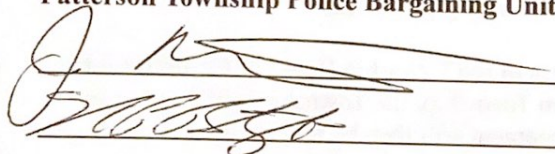
Section 6 Employees are not responsible for water shut off notices for Beaver Falls Municipal Authority.

Article 32 Duration

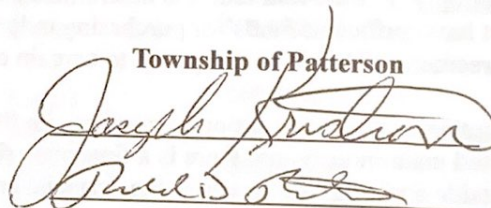
Pursuant to the requirements of Act 111 of 1968, this Agreement shall be binding upon the parties hereto, their successors and Signs, from 2024, to an including.....

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers and representatives and intending to be legally bound, have hereinafter affixed their hands and seals this 16th day of September, 2024

Patterson Township Police Bargaining Unit



Township of Patterson



**Attachment
- Exhibit A -
Wages**

Position	Year	Hourly
Chief of Police	2025	\$38.13
	2026	\$39.08
	2027	\$40.06
	2028	\$41.06
Assistant Chief of Police	2025	\$36.08
	2026	\$36.98
	2027	\$37.90
	2028	\$38.85
Full-time Police Officers Tier <u>4*</u>	2025	\$34.03
	2026	\$34.88
	2027	\$35.75
	2028	\$36.64
Full-time Police Officers Tier <u>3</u>	2025	\$29.27
	2026	\$30.00
	2027	\$30.75
	2028	\$31.52
Full-time Police Officers Tier <u>2</u>	2025	\$27.09
	2026	\$27.77
	2027	\$28.46
	2028	\$29.17
Full-time Police Officers Tier <u>1**</u>	2025	\$26.94
	2026	\$27.61
	2027	\$28.30
	2028	\$29.01

*High (Top Step)

**Low (New Hires)

overtime under this Agreement.

Section 5 The Employer shall not reference the use of:
Article 14 Section 3.

Section 6 Employees are not responsible for water
Authority.

Article

Pursuant to the requirements of Act 111 of
hereto, their successors and Signs, from 202

IN WITNESS WHEREOF, the parties her
and intending to be legally bound, have
September, 2024

Patterson Township Police Barga

