

AGREEMENT

This Agreement made this 5 day of November, 2024, by and between:

THE BOROUGH OF SHIPPINGPORT, a municipal corporation organized and existing under the Laws of the Commonwealth of Pennsylvania, situate in the County of Beaver, Commonwealth of Pennsylvania (hereinafter referred to as "Borough")

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THE SHIPPINGPORT POLICE WAGE AND POLICY UNIT, the duly elected exclusive representative of all full-time and regular part-time police officers employed in the Borough of Shippingport, Beaver County, Pennsylvania (hereinafter referred to as "Police")

WHEREAS; through the negotiation process the parties reached an agreement of the terms and conditions of this Agreement, without the necessity of conducting an arbitration proceeding;

WHEREAS; this agreement encompasses and includes provisions previously awarded by arbitrators as well as other matters which were not disputed by the parties, not within the scope of the arbitration proceeding or were the subject of prior agreements; and

WHEREAS; those provisions awarded by the arbitrators and accordingly set forth herein are highlighted with an asterisk solely to indicate that they were awarded by the arbitrators.

WITNESSETH

NOW THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained, the parties hereto intending to be legally bound hereby agree as follows:

ARTICLE I - TERM OF AGREEMENT

1.1 This agreement shall be effective from January 1, 2025 and except as may otherwise be provided herein, shall continue in full force and effect until December 31, 2027.

ARTICLE II- MANAGEMENT CLAUSE

2.1 All of the rights, powers, authorities or other functions of management of the Police Force that the Borough, or its Mayor, had prior to the signing of this Agreement are retained by the Borough, or its Mayor, as the case may be, including but not limited to (subject to the laws of the Commonwealth of Pennsylvania applicable thereto) the right to maintain order, discipline and efficiency in the operation of the Police Force and to direct its members in regard thereto; to hire, suspend, demote, discharge, lay off, assign, promote to a higher rank (at a higher rate of pay) and determine the qualifications of the members thereof; to determine the starting and quitting time of the members of the Police Force and the number of hours and the particular hours to be worked thereby, the size of the Police Force and the performance standards for each member thereof, reasonable rules and regulations applicable thereto; to determine the methods, systems, materials and equipment to be used in the operation of the police department; and to otherwise generally manage the Police Force; provided that the exercise of any such rights, powers, authorities or other functions of management shall not violate the clear and explicit terms and provisions of this Agreement. All other rights of management are also expressly reserved, even though not enumerated above, unless they violate the clear and explicit terms and provisions of this Agreement.

ARTICLE III - POLICE POLICY MANUAL

3.1 A Police policy manual prescribing the authority, responsibilities and organization of the Shippingport Borough Police Department; regulating conduct of police officers; and setting forth disciplinary measures to be imposed in certain instances has been drafted and agreed to by the parties. Said manual and any amendments thereto whether it is or is not physically affixed to this Agreement or copies hereof, shall for all purposes be part of this Agreement as if affixed hereto.

ARTICLE IV - WAGES

4.1 Base Wages

Full time Police Officers shall be paid the following hourly wages:

	<u>2025</u>	<u>2026</u>	<u>2027</u>
Patrolman	\$32.18	\$33.14	\$34.13
Regular Part-Time Police Officers	\$24.77	\$25.51	\$26.27

1-Yr. Probationary Part-Time Police Officers

Specific hourly wage rates have not been listed herein, for part-time police officers who are serving a one year probationary status. The starting wages for such officers hired in 2025 shall be \$21.54 per hour. The starting wage for such officers hired in 2026 shall be \$22.19. The starting wage for such officers hired in 2027 shall be \$22.86. Within three months after his or her hire date, such police officer shall be entitled to a twenty-five (25¢) cent per hour raise. Within six months after his or her hire date, such police officers shall be entitled to a twenty-five (25¢) cent per hour raise. Another twenty-five (25¢) cent per hour raise will be granted nine months after the hire date. If such officer satisfies the probationary period and achieves regular part-time police officer status, then his or her hourly rate will be that which is prevailing for the particular year in which regular part-time police officer status is achieved.

4.2 Wage Increases

The wage scale referred to in Section 4.1 reflects a wage increase of 3.0 % in the years 2025, 2026 and 2027. for regularly employed full time and part time officers.

4.3 Pay Periods

Police officers shall be paid bi-monthly.

4.4 Payroll Deductions

In addition to deductions for taxes, the Borough shall make credit union deductions from the pay of any police officer requesting the same. All appropriate forms and documents shall be provided to the Borough, at no expense to the Borough, to accomplish the credit union deduction. The Borough shall make appropriate deductions from an officer's pay for Social Security taxes in accordance with prevailing law and regulations promulgated thereunder. The Borough will remit whatever sums are due under the law and required of it for purposes of Social Security taxes.

4.5 Overtime

* Effective Jan. 1 1995, full time police officers will be paid time and one-half (1 1/2) for all hours worked in excess of forty (40) hours in a work week. When calculating overtime for hours spent working, time spent or deemed to have been spent in court shall not be counted in the calculation. Court time and overtime connected with it shall be calculated separately and are addressed in Article V of this agreement. A work week is defined as a seven consecutive day period beginning on the first day an officer is scheduled to work. The normal work week would be five consecutive days. The normal work day starts when the officer begins working.

ARTICLE V - PAYMENT FOR COURT AND HEARING APPEARANCES

5.1 Appearances in Central Court and Trials

A full time police officer who is required to appear in Central Court or Trial, on his or her off-duty time, shall be paid, per diem, a minimum of four (4) hours at the rate of one and one half times his or her hourly rate regardless of the number of cases the full time officer is required to attend on any one date. The full time officer shall be compensated at one and one half (1 ½) times at his or her regular hourly rate for each hour and fraction thereof, in excess of four, which he or she is required to spend in any one day in Central Court or Trial. Part time officers shall be paid in accordance with this same schedule except that his or her pay shall be made at his or her regular hourly rate and not at the one and one half times his or hourly rate.

5.2 Appearances at District Magistrate's Offices

A full time police officer who is required to appear at a magistrate's office for a hearing, on his or her off-duty time, shall be paid, per diem a minimum of two (2) hours at the rate of one and one half times his or her hourly rate regardless of the number of cases the full time officer is required to attend on any one date. The full time officer shall be compensated at one and one half (1 ½) times his or her regular hourly rate for each hour and fraction thereof, in excess of two, which he or she is required to spend in any one day at the magistrate's office. Part time officers shall be paid in accordance with this same schedule except that his or her pay shall be made at his or her regular hourly rate and not at the one and one half times his or her hourly rate.

5.3 An officer will be reimbursed for any sums he or she expends for parking meters or for any sums he or she expends to pay for fines imposed for parking meter violations. The police officers agree to avoid abusing this privilege and when possible will park Shippingport police vehicles in a space not requiring the payment of monies for parking.

ARTICLE VI - CALL OUT PAY

6.1 An officer called out to duty when he has previously completed his shift shall be paid a minimum two (2) hours (i.e. two times his hourly rate).

ARTICLE VII – VACATIONS

7.1 Vacation pay shall be computed at a full time officer's regular hourly rate.

7.2 Vacation shall be based on years of service. The computation of years of service shall begin with the first day of service as a probationary patrolman. Each subsequent anniversary shall be the first day of the next year of service.

7.3 A year shall consist of two thousand - eighty (2,080) hours. Any hours worked in excess of two thousand eighty shall not be accumulated and hence will not be counted as part of a year for vacation purposes. For example, a full time officer, with two years of service, who works 2,500 hours in one year would be entitled to only one week of vacation. Vacation time shall be pro-rated for any hours worked less than two thousand - eighty in any one year. For example, a full time officer with two years of service who works 1000 hours would be entitled to one-half week of vacation.

7.4 For purposes of this Agreement a "week" shall mean five (5) working days. A working day shall consist of eight (8) hours.

* 7.5 Each full time officer shall be entitled to vacation and vacation pay in accordance with the following schedule:

- (a) One (1) to six (6) years of service - two weeks
- (b) Seven (7) to fourteen (14) years of service – three weeks
- (c) Fifteen (15) to twenty -four (24) years of service -four weeks
- (d) Twenty -five (25) or more years of service – five weeks

7.6 All requests for vacation must be submitted to the Chief of Police and the Mayor of the Borough of Shippingport, for approval, no later than May 15th of the year in which the vacation is requested to be taken.

7.7 Vacation must be taken in the year in which they are requested. Vacation time shall not be accumulated.

7.8 Vacation time may be taken a day at a time, subject to Section 7.6 of this Agreement. However, not more than five (5) days may be taken individually unless the Mayor approves otherwise.

ARTICLE VIII - HOLIDAYS

*8.1 There shall be eleven (11) holidays for which each full-time officer shall receive eight (8) hours pay at his regular hourly rate for each holiday.

*8.2 The following holidays shall be paid in accordance with Section 8.1

New Year's Day
Good Friday
Christmas Eve (added 1/1/22)
Christmas
Thanksgiving
The day after Thanksgiving
Fourth of July
Memorial Day (added 1/1/95)
Veterans Day (added 1/1/97)
Labor Day (added 1/1/16)
Peace Officers Memorial day (change 1/1/22)
President's day (added 1/1/22)

8.3 Time worked on a holiday identified in Section 8.2 shall be compensated at one and one-half (1 1/2) times the hourly rate. This rate of one and one-half (1 1/2) times the hourly rate is a holiday rate only.

*ARTICLE IX - SICK LEAVE AND PERSONAL LEAVE

9.1 Commencing January 1, 2017 each full time officer will be entitled to twelve (12) sick days leave per year for each year of this contract. Sick days can be accumulated to a maximum of one hundred (100) days. Accumulated sick leave may be bought out at 100% within 15 days after the end of any calendar year.

9.2 Each full time officer shall receive eight (8) hours pay at his regular hourly rate for each sick day taken.

9.3 Any officer who is absent because of illness or sickness for a period of three consecutive working days or more, shall submit a physician's certificate attesting to such illness or sickness to be eligible to receive payment as prescribed in Section 9.2.

9.4 Effective January 1, 2025 and throughout the term of this agreement, each full time officer shall be entitled to six (6) personal leave days with pay.

ARTICLE X - FUNERAL LEAVE

10.1 In the event of a death of a parent, husband, wife, child, brother or sister of a full time police officer, that officer shall be granted three (3) consecutive days off work. If a full time officer was scheduled to work on any of those three (3) days, the officer shall receive regular compensation for an eight (8) hour shift for each of those days he was scheduled to work.

10.2 Funeral leave shall not be accumulated from year to year.

ARTICLE XI - GRIEVANCE PROCEDURE

11.1 A grievance is a dispute between the Borough and a police officer over the meaning or interpretation of this Agreement or any part hereof and shall include discipline and matters under the enforcement benefits law. A grievance shall specify the particular section of this Agreement or any part hereof which is claimed to have been violated.

11.2 STEP I A written report of a grievance shall be delivered to the Chief of Police within three (3) days of the occurrence of the matter or event forming the basis of the grievance. The grievant and Chief of Police shall attempt to resolve same. The Chief of Police shall issue a written decision on the grievance within five (5) days of the date it is delivered to him.

11.3 STEP II If the decision of the Chief of Police under Step I fails to resolve the grievance, the grievant shall submit the written grievance and the written decision of the Chief of Police to the Police Committee within three (3) days of the date the grievant receives the Chief's written decision. The Police Committee's review shall be de novo. The Police Committee shall issue a written decision within ten (10) days of the date the grievance is received by it.

11.4 STEP III If the decision of the Police Committee under Step II fails to resolve the grievance, the grievant shall submit the written grievance and the written decisions of the Chief of Police and the Police Committee to Borough Council within three (3) days of the date grievant receives the decision of the Police Committee. Borough Council's review shall be de novo. Borough Council shall issue a written decision within fifteen (15) days after the date of the next regular Borough Council meeting following the date the grievance is received.

11.5 STEP IV If the decision of the Borough Council under Step III fails to resolve the grievance, the grievant may request arbitration to resolve the dispute. The request for arbitration shall be delivered to the Borough Council within ten (10) days of the date the grievant receives Borough Council's decision. Unless the parties agree to the appointment of a neutral arbitrator, the Borough, within five (5) days of its receipt of grievance request for arbitration, shall request the American Arbitration Association or its successors in function to furnish a list of three members of said association or residents of Pennsylvania. The Borough shall eliminate one (1) name

from the list within five (5) days after publication of the list, following which the grievant shall eliminate one (1) name from the list within five (5) days thereafter. The individual whose name remains on the list shall be the arbitrator. The arbitrator so selected shall commence the arbitration proceedings within thirty (30) days after his or her selection and shall make his or her determination within thirty (30) days of the close of the proceedings.

11.6 The determination of the arbitrator shall be binding upon the Borough and the grievant involved. Such determination shall be in writing and a copy thereof shall be forwarded to both parties to the dispute. No appeal therefrom shall be allowed to any court.

11.7 The compensation, if any, of the arbitrator appointed or selected by the parties shall be born equally by them. The stenographic costs and other expenses incurred by the arbitrator in connection with the arbitration proceedings shall be paid and be borne by the parties to the dispute equally.

ARTICLE XII - SENIORITY

12.1 The Borough, in the event of reduction in force, shall lay off full time policemen in the reverse order of their length of employment with the Borough. Continuous service shall be calculated and seniority shall be applied in conformance with the following:

(A) Continuous service shall be defined as the length service a full time officer has accumulated since the last date of his hire only-except as noted.

(B) Seniority rights shall prevail in the event it is necessary to lay off any full time officer.

(C) Continuous services shall be broken by:

(i) Quit--provided that if the full time officer is rehired within fifteen (15) days, the break in continuous service shall be removed. Absence for ten (10) consecutive work days without a notice to the Borough shall constitute a quit.

(ii) Discharge for just cause.

(iii) Absence due to a layoff of physical disability for more than two (2) years, provided that an absence due to a compensable disability which extends beyond two (2) years shall not break continuous service if the full time officer reports himself available for work within thirty (30) days after the final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment.

ARTICLE XIII - CHIEF OF POLICE

13.1 Although considered to be part of the bargaining unit formed, a separate agreement between any then existing Chief of Police and the Borough will be executed wherein the duties and responsibilities of and benefits provided to said Chief will be delineated.

ARTICLE XIV - INSURANCE BENEFITS

*14.1 Health Insurance

The Borough shall provide to a full time police officer health care insurance covering the officer, his wife and children. Said insurance shall be obtained from a qualified insurance company as selected by the Borough. *(For historical purposes is it noted that health insurance coverage was originally ordered by the 1994 arbitration award.)* Each full-time officer shall pay the following amounts toward the cost of health insurance premium attributable to the particular officer:

- (a.) In 2025 seven (7) % is to be deducted from the officer's pay on a proportional basis.
- (b.) In 2026, seven and one half (7.5) % is to be deducted from the officer's pay on a proportional basis
- (c.) In 2027 seven and one half (7.5%) is to be deducted from the officer's pay on a proportional basis

14.2 False Arrest Insurance

The Borough shall provide, without cost to a police officer, a policy of false arrest insurance covering the officer in the performance of his official duties as a police officer in the Borough of Shippingport. Said insurance shall be obtained from a qualified insurance company as selected by the Borough.

Where an officer has been named as a defendant in a lawsuit, in his individual capacity and/or in his capacity as a Borough police officer, as a result of his conduct allegedly occurring during the performance of his duties as a Borough police officer, the Borough will pay the attorney's fees incurred by said officer, in his individual capacity, so long as it is determined by the Court or jury that the officer did not violate any official duty, rule, regulation, law or statute or did not exceed the scope of his authority as a police officer. In the event, it is determined by the Court or jury that the officer violated an official duty, rule, regulation, law or statute, or exceeded the scope of his authority as a police officer, the Borough will not pay the attorney fees incurred by the officer in his individual capacity.

14.3 Dental Insurance

The Borough shall provide to a full time police officer dental insurance covering the officer, his wife and children. Said insurance shall be obtained from a qualified insurance company as selected by the Borough.

14.4 Life insurance

The Borough shall provide, without cost to the police officer, a policy of life insurance wherein the police officer is the named insured, as and where required by law. The Borough will pay the premiums on said policy so long as the police officer is in the employ of the Borough as a police officer.

*14.5 Sickness And Disability Insurance

Any full time police officer may purchase a non-work related sickness and disability insurance policy at a total cost not in excess of Nine Hundred (\$900.00) Dollars per year. The Borough shall pay the full cost of the policy.

14.6 Eye Care Insurance Coverage

The Borough shall provide, without cost to the full time police officer, a family policy of eye care insurance coverage. Said insurance shall be obtained from a qualified insurance company selected by the Borough.

ARTICLE XV - UNIFORM ALLOWANCE

* 15.1 Each full time officer shall be given a uniform allowance of Eight Hundred and 00/100 (\$800) Dollars in each year this contract is in effect. .

15.2 All police uniform clothing and accessories shall be purchased by purchase order delivered to the Borough Secretary and/or Borough Treasurer. All police uniform clothing and accessories purchased by the Borough shall remain Borough property for all purposes.

15.3 If a full time police officer's uniform or part thereof including, but not limited to shirts, jackets, and trousers is damaged beyond repair, ordinary wear and tear excepted, the Borough will replace at its cost said damaged uniform or part thereof. Said damaged clothing shall be returned to the Borough. Any restitution awarded to a full time police officer for the damage to the full time police officer's uniform or part thereof, which has been subsequently replaced by the Borough, shall be paid over to the Borough

15.4 Any unused portion of a uniform allowance may not be carried over to and used in the following years of this contract.

15.5 The uniform allowance shall only be used for the purchasing of police uniforms and accessories thereto and for no other purpose.

ARTICLE XVI - PHYSICAL EXAMS

16.1 A police officer shall submit to a yearly physical and mental examination(s), to determine his physical and/or mental fitness to become or continue to be a police officer in the Borough of Shippingport, upon request by the Borough's Police Committee. The cost of said examination(s) shall be borne by the Borough. The police officer submitting to the examination shall sign any and all authorizations needed to secure records or reports of the examination.

16.2 Should an employee claim that a medical and/or psychological condition prohibit or restrict him/her from performing his/her job, then said officer shall sign a medical authorization provided by the Borough for the purpose of allowing the Borough to review medical records which document such medical and/or psychological condition alleged to prohibit or restrict said officer from performing his/her job.

ARTICLE XVII - SCHEDULING

17.1 The Borough, through its Mayor or his designate, shall determine the starting and quitting time of the members of the police force and the number of and particular hours to be worked thereby. If the Mayor is incapable of acting, the Borough shall exercise this function through its Police Committee.

17.2 The approval of the Chief of Police or the Mayor must be obtained before any police officer exchanges hours or turns, for which he is scheduled to work, with another officer. If the Mayor is incapable of acting, the Borough shall exercise this function through its Police Committee.

ARTICLE XVIII - POLICE VEHICLES

18.1 The Borough shall have the sole right to designate one or more vehicles as police vehicles.

18.2 The Borough and the Police shall jointly compile a safety checklist for each vehicle designated as a police vehicle. Such list shall encompass, but not be limited to, vehicle maintenance and repair, and equipment, devices and items essential to the safe and efficient discharge of a police officer's duties.

18.3 The safety checklist shall be adhered to by the police and the Borough and/or its personnel.

18.4 Each officer shall perform a safety check prior to the commencement of his tour of duty.

18.5 The Borough of Shippingport shall have the sole right to implement Global Positioning System (GPS) Technology for use in conjunction with Borough Police vehicles.

ARTICLE XIX - MINIMUM EDUCATION, TRAINING AND CERTIFICATION
REQUIREMENTS

19.1 The Borough and the Police shall take all steps necessary to ensure that police officers seek and maintain all educational and training requirements of the Pennsylvania Law Enforcement Training Act.

19.2 Except as provided in Section 19.4 the Borough shall pay, at an officer's regular hour rate, for the time an officer is undergoing minimum educational, training or certification efforts required by the Commonwealth of Pennsylvania.

19.3 Each officer shall obtain a certification in the use of firearms as and when required. Except as provided in Section 19.4, the Borough shall pay the entire cost associated with a police officer obtaining a certification in the use of firearms, including the purchase of one thousand (1,000) rounds of ammunition to be issued each officer prior to the time certification is to be obtained. Casings shall be returned to the Borough after the certification.

19.4 The Borough shall pay a pro-rated share of the cost associated with a police officer obtaining certification in the use of firearms in those instances where the officer is also employed as such in another municipality. For example, the Borough will pay one-half (1/2) the cost if the officer is also employed by one other municipality and one-third (1/3) the cost if he is employed by two other municipalities.

ARTICLE XX - NEW HIRES

20.1 Each person newly hired as a police officer in the Borough shall serve a probationary period of one year.

20.2 Each newly hired officer to whom the terms of this Agreement apply, shall be paid at the rate(s) set forth in Article IV (4) hereof and/or Article XXI hereof, whatever is applicable.

20.3 Each newly hired officer shall be provided with an allowance for uniforms and accessories in an amount to be determined and approved by the Mayor.

ARTICLE XXI - PART TIMERS

21.1 The Borough reserves the right, discretion and managerial prerogative:

- (a) To hire qualified part-time police officers at any time during the term of this Agreement.
- (b) To make a uniform allowance for qualified part-time officers in an amount not in excess of that set forth in Article Fifteen (15) hereof.
- (c) To employ such qualified part-time police for such hours as it deems to be economical, practical and feasible.

21.2 Beginning January 1, 2025 and throughout the term of this agreement compensation at one and one-half (1 & ½) times the hourly rate will be paid to any part-time police officer working on the following holidays: Christmas Day, New Year's Day, Memorial Day, Fourth of July and Labor day.

*ARTICLE XXII - PENSION PLAN

22.1 Police officers who are employed full time with the Borough of Shippingport shall be covered under the Shippingport Borough Police Pension Plan Agreement. The agreement was made between the Borough of Shippingport and the Pennsylvania Municipal Retirement Board and is effective March 1, 2003 as adopted by Ordinance by the Council of the Borough of Shippingport. The provisions of the Shippingport Borough Police Pension Plan Agreement are merged herein by reference as though more fully set forth at length.

22.2 The parties of this Agreement agree to be bound by any changes required to be made by the aforesaid plan by any law, court design, governmental entity, or the Pennsylvania Municipal Retirement Board.

22.3 Police officers who are employed full time with the Borough of Shippingport may elect to participate in the Shippingport Borough Police Cash Balance Pension Plan which became effective January, 1 2019, the provisions of which are merged herein by reference as though more fully set forth at length.

22.4 The Borough, through the pension Plan, shall provide for a Deferred Retirement Option program (DROP) in conformance with Act 44 of 2009. The maximum length of the DROP shall be for three years.

22.5 The Borough shall continue to make available a 457 Plan to fulltime officers of the Police Department.

ARTICLE XXIII- CONSOLIDATION OR MERGER

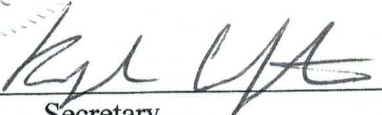
23.1 To the extent permitted or required by law, in the event the Borough of Shippingport desires to enter into a contract for police services, including a merger or regionalization with any other municipality or municipalities, the Borough of Shippingport shall not approve any contract unless the new department providing services within the Borough has agreed to hire Shippingport's then existing full time police officers as full time police officers of the new department.

IN WITNESS WHEREOF, the parties hereto set their hands and seals

this 5 day of November, 2024.

(SEAL)

ATTEST:


Secretary

BOROUGH OF SHIPPINGPORT

By: 
President

WITNESS:



BOROUGH OF SHIPPINGPORT
POLICE WAGE AND POLICY UNIT

By: 