

NEW BRIGHTON AREA POLICE DEPARTMENT
COLLECTIVE BARGAINING AGREEMENT

JANUARY 1, 2023 -- DECEMBER 31, 2025

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AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2022 by and between the BOROUGH OF NEW BRIGHTON, a municipal corporation of the County of Beaver and Commonwealth of Pennsylvania, hereinafter referred to as the "**BOROUGH**", and the Members of the New Brighton Police Wage and Policy Unit, employees of said Borough, hereinafter referred to as "**POLICE DEPARTMENT**".

NOW THEREFORE, WITNESS:

WHEREAS, the Pennsylvania Labor Relations Board on September 27, 1988 certified the New Brighton Police Wage and Policy Unit as the exclusive representative for all full time and regular part time police officers including but not limited to the chief, sergeants, and patrolmen; and excluding managerial employees; and

WHEREAS, the Legislature of the Commonwealth of Pennsylvania has enacted legislation requiring collective bargaining between police and fire departments and the municipal corporations within the Commonwealth of Pennsylvania, said legislation being the Act of June 24, 1968, commonly known as "Act No. 111"; and

WHEREAS, pursuant to the provisions of said legislation, the Borough and Police Department, by their authorized representatives, have met for the purpose of collective bargaining as to the terms and conditions of their employment, including compensation hours, working conditions, retirement, pensions, vacations and all other fringe benefits with regard to the calendar year(s) 2020, 2021 and 2022, and

NOW THEREFORE, in consideration of the Covenants hereinafter contained and each intending to be legally bound thereby, it is hereby mutually agreed as follows:

1. **SALARY**

(a) The full time members of the New Brighton Police Department after five (5) years of service shall for the calendar year(s) 2023, 2024 and 2025 receive the following base salary. Base salary shall be defined as up to 40 hours per week paid at straight time.

| | <u>2023</u> | <u>2024</u> | <u>2025</u> |
|---------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Patrol Officer | \$32.64/Hr \$67,893/Annual | \$33.62/Hr \$69,930/Annual | \$34.63/Hr \$72,028/Annual |
| Corporal | \$33.95/Hr \$70,610/Annual | \$34.96/Hr \$72,728/Annual | \$36.02/Hr \$74,910/Annual |
| (Patrol Officer salary plus 4%) | | | |
| Sergeant | \$35.25/Hr \$73,325/Annual | \$36.31/Hr \$75,524/Annual | \$37.40/Hr \$77,790/Annual |
| (Patrol Officer salary plus 8%) | | | |

(b) New Patrol Officer recruits hired during the term and existence of this Agreement shall not attain the salary level set forth above until said new patrolmen recruit has completed five (5) full years service with the department.

New Patrol Officer recruits are subject to a one (1) year probation period and the following salary schedule:

Full Time

| | | |
|---------------|---|-----------------------|
| Probation | - | 75% of 5 year FT rate |
| After 1 year | - | 80% of 5 year FT rate |
| After 2 years | - | 85% of 5 year FT rate |
| After 3 years | - | 90% of 5 year FT rate |
| After 4 years | - | 95% of 5 year FT rate |

(c) Part time patrol officers will be paid on hourly rate, up to the schedule that follows, based on past experience:

| | | |
|-----------------|---|--|
| Hire | - | Up to 60% of the current year rate of a patrol officer listed in Section 1(a). |
| After 3 months | - | Up to 65% of the current year rate of a patrol officer listed in Section 1(a). |
| After 6 months | - | Up to 70% of the current year rate of a patrol officer listed in Section 1(a). |
| After 12 months | - | Up to 75% of the current year rate of a patrol officer listed in Section 1(a). |

(d) When a Patrol Officer is assigned to perform the duties of Sergeant, that individual will be entitled to an additional twenty-five (.25) cents per hour for the time actually spent performing those duties.

(e) The work week shall start on Sunday beginning with the 7:00 AM daylight shift.

(f) Staffing for the New Brighton Police Department shall consist of eight (8) full time officers of various rank, one (1) full time chief of police, and a compliment of necessary part time officers and administrative staff for as long as the intergovernmental agreements of cooperation with Daugherty Township, Pulaski Township, and the New Brighton Area School District remain in effect.

2. OVERTIME PAY

(a) The members of the New Brighton Police Department shall receive time and one-half per hour for all hours worked over forty hours (40) in a given week. Work past an eight (8) hour shift will be paid at time-and-a-half for both full time and part time officers.

(b) Court Time - the full time members of the New Brighton Police Department shall receive time and one-half for all time spent appearing at any court of record or at the office of any District Magistrate, providing said time is spent in excess of forty hours worked/compensated by said officer during that particular week and further providing that any witness and/or other fees paid to said officer shall be deducted there from. A full time officer shall receive a minimum three (3) hours pay at over time rate for a central court appearance and a minimum two (2) hours pay at over time rate for a District Magistrate appearance. When central court operates under a "one day per week system" where all defendants appear on the same day, officers will be compensated as follows: three (3) hours overtime pay for one (1) defendant and one (1) additional hour of overtime pay for each additional defendant scheduled on the same day, to be capped at three (3) additional defendants for a total of six (6) hours minimum of overtime.

A part time officer shall receive a minimum three (3) hours pay at regular rate for a central court appearance and a minimum two (2) hours pay at regular rate for a District Magistrate appearance. When central court operates under a "one day per week system" where all defendants appear on the same day, part time officers will be compensated as follows: three (3) hours pay at regular rate for one (1) defendant and one (1) additional hour of pay at regular rate for each additional defendant scheduled on the same day, to be capped at three (3) additional defendants for a total of six (6) hours maximum of pay at regular rate. A part time officer shall receive the overtime rate when hours worked are in excess of forty hours (40) per week or eight (8) hours

per day or when working within sixteen (16) hours of a court appearance.

(c) If the Borough schedules or changes a work schedule of an officer in the course of a given week so that said officer will report for work within twelve (12) hours of said officers last shift, then the Borough shall pay said officer for the hours which fall within twelve (12) hours of the end of his last regular shift at the rate of time and one-half.

(d) In the event that any officer, with the approval of the Borough Council, is directed by the Chief of Police and/or the Mayor to attend any school, seminar or training session of any kind whatsoever during the time that said officer is scheduled "off-duty", then for the time spent by said police officer at said school, seminar or training session he shall be paid as hours worked. However, voluntary continuing education courses will not be considered as hours worked.

(e) When overtime is required to fill scheduled shift due to a call off from the use of sick time, the full time members of the Police Department shall be offered the overtime for the first day of the call off. After the first day, the Borough shall have the right to offer the overtime to a full time officer when the overtime is due to the call off of a full time officer or part time officer when the overtime is due to the call off of a part time officer or when no full time officers are available to fill a scheduled shift. A rotating callout list shall be utilized to fill open shifts, with officers who are not scheduled to work the day of the open shift given first opportunity to accept the overtime opening. Officers working the shift preceding a call off and the shift following a call off will be offered to split the open shift once the callout list is utilized.

(f) When an officer performs work for an outside agency, the officer shall be paid at the rate of a sergeant (patrol officer pay plus 8%). Outside agency work shall not include services provided to a local school district or other government entity.

3. POSTING OF WORK SCHEDULE

The Borough shall provide for a continual one (1) month notice of the work schedule of the officers with the following stipulations.

All requests for vacation must be made at least one (1) month in advance.

All requests for a day off to be taken as a floating holiday must be made at least one (1) month in advance.

Floating holidays and vacation paid time off are to be paid as straight time.

This shall not restrict the Borough's right to make emergency changes. Additionally, the Chief and/or Mayor may approve paid time off in less time at their discretion.

4. SHIFT DIFFERENTIAL

The members of the New Brighton Police Department, in addition to their salary, shall be paid a shift differential based upon the following schedule:

| | |
|--------------------------------------|---------------|
| Daylight from 7:00 AM to 3:00 PM | None |
| Afternoon from 3:00 PM to 11:00 PM | \$1.00 / hour |
| Overlap from 7:00 PM to 3:00 AM | \$1.00 / hour |
| Midnight from 11:00 PM to 7:00 AM | \$1.00 / hour |
| Holiday (Thanksgiving and Christmas) | \$2.00 / hour |

5. PENSION

The police pension plan for the full time membership of the New Brighton Police Department shall be as set forth in Ordinance No. 1011 enacted by the Borough Council of the Borough of New Brighton on September 27, 1977, as amended. The department shall have a representative on the Pension Committee.

Effective January 1, 1987 the police pension plan shall be amended to provide for the following:

- (A) For the year 1987, the five percent (5%) employee contributions to the pension fund will be waived by the Borough. For subsequent years, the five percent (5%) employee contributions will be waived by the Borough upon verification by the Actuary and pursuant to the requirements of Act 600 and Act 205, that the waiver will not effect the Actuarial soundness of the pension fund.
- (B) The Borough agrees to amend the Police Pension Plan Ordinance to reduce the averaging period in the definition of "Final Monthly Compensation" from 60 months to 36 months.

Effective January 1, 1989 the police pension plan shall be amended to provide for the following:

- (A) Reduce retirement eligibility from 55 to 50 years of age with 25 years of service.
- (B) Add service increment of \$20 for each year of service over 25 to limit of \$100 total.
- (C) Service related disability eligibility at 5 years of service.
- (D) Add 50% Survivor Benefits in compliance with Act 600.

Effective January 1, 1991, the police pension plan shall be amended to provide for the following:

- (A) Members' prior contributions shall be refunded upon receipt of verification by the Actuary that such refunds will not affect the actuarial soundness of the pension fund.
- (B) The definition of "Final Monthly Compensation" will be changed to state that it shall be as reflected on the member's W-2 form.
- (C) Amend the disability provisions to provide that a member with five years service will be entitled to 50% disability if the member is unable to perform police work as a result of a work related injury or illness.
- (D) The members of the Department will submit to the Borough suggestions for improvements in the Pension Plan which the Borough will submit to the Actuary for study and recommendation. The Pension Plan will pay the costs for the actuarial study.
- (E) If the Pension Plan should ever be determined to be actuarially unsound, after all Act 205 monies sent by the Commonwealth to the Borough and which are attributable to the fact that the Borough has a police department have been applied to the Police Pension Plan, then before the Borough shall be required to make a pension contribution, the police officers will first have to make contributions to the plan up to the legal (Act 600) maximum for such mandatory contributions.

Effective January 1, 1994, the police pension plan shall be amended to provide for the following:

- (A) A service increment of One Hundred (\$100.00) Dollars per month, payable upon completion of twenty-six (26) years of aggregate service, with no increases in said increment for additional years of service beyond twenty-six (26) years.
- (B) Participants shall be permitted to purchase up to five (5) years of military service to count toward benefit accrual and eligibility requirements for normal retirement.

Effective January 1, 1995, the police pension plan shall be amended to provide for the following:

- (A) The ordinance or resolution establishing the police pension fund may provide for a cost of living increase for

members of the police force receiving retirement benefits: Provided, however, that such cost of living increase shall not exceed the percentage increase in the Consumer Price Index from the year in which the police member last worked: Provided further, that in no case shall the total police pension benefits exceed seventy-five per centum of the salary for computing retirement benefits: And provided further, that the total cost of living increase shall not exceed thirty per centum. No cost of living increase shall be granted which would impair the actuarial soundness of the pension fund.

Effective January 1, 2001, the police pension plan shall be amended to provide for the following:

- (A) The ordinance or resolution establishing the police pension fund may provide for a Killed-In-Service provision which would provide a monthly payment to the spouse of a participant who dies prior to retirement eligibility equal to fifty percent (50%) of the participant's accrued benefit.
- (B) The ordinance or resolution establishing the police pension fund may provide for an Act 24 Early Retirement Benefit which would allow a participant to retire after twenty (20) years of service regardless of age, and receive the accrued benefit, actuarially reduced for commencement prior to age fifty (50).

Effective January 1, 2007, the police pension plan shall be amended to provide for the following:

- (A) The ordinance or resolution establishing the police pension fund may provide for a service increment increase to \$100.00 per month for each year of service over 25 years up to a maximum of \$500.00 per month, as permitted by Act 89 of 2005.

Effective January 1, 2013, by Ordinances 1215 and Ordinance 1216, the police pension plan shall be amended to provide for the following:

- (A) Defining "Normal Retirement Age" as the date on which the Participant has attained age sixty- five (65).
- (B) Revising of the maximum benefit limitations; revising participant contributions; incorporating of Code Section 415 by reference; revising the required distributions; revising direct rollovers; and revising veterans' survivor benefits.

Effective June 1, 2013, by Ordinance 1218, the police pension plan shall be amended to provide for the following:

- (A) Deleting the definition of "Member's Salary at the Time of Death".
- (B) Deleting the provision of "Killed in Service Survivor Benefit".

Effective January 1, 2017, the police pension plan shall be amended to provide for the following:

- (A) A three year Deferred Retirement Option Program (DROP) will be added to the police pension fund provided that the police fund is deemed actuarially sound to support a DROP benefit, and there are no costs to the municipality.

6. DEFERRED COMPENSATION PLAN

- (a) Members shall be allowed to participate through payroll deduction in an approved 457 deferred compensation plan.
- (b) Effective January 1, 2024 the Employer agrees to match up to the first four percent (4.0%) of base wage employee contributions to the 457 plan.

7. UNIFORMS

The Borough Council of the Borough shall, as at present, continue to purchase and replace all uniforms and equipment items, including shoes, as such expenditures deemed necessary by the Chief of Police and subject to the approval of Council.

8. HOLIDAYS

Each full time officer shall be entitled to the following holidays per calendar year:

| | |
|---------------|------------|
| 0 - 1 year | 7 holidays |
| After 1 year | 8 holidays |
| After 2 years | 9 holidays |

| | |
|---------------|----------------------------------|
| After 3 years | 11 holidays |
| After 4 years | 13 holidays |
| After 5 years | 13 holidays plus 2 personal days |

The first seven (7) holidays are to be taken off as scheduled mutually between the Officer and the Chief of Police and/or Mayor. The taking of some or all of each officer's remaining (maximum 6) holidays as time off or paid for at time and one-half on the first pay in December, shall be solely at the option of the individual officer. No officer shall be entitled to a holiday buyback during his probationary period. Officers are permitted to carry over up to five (5) unused holidays per year with the stipulation that the holidays must be used by May 31st of the subsequent year.

All requests for a day off to be taken as a holiday must be received by the Borough at least one (1) month before the holiday, unless the Chief of Police and/or the Mayor waives the two week period in their discretion. The use of a personal day will require twenty-four (24) hours advance notice.

At termination, the entitlement to paid holidays shall be computed by prorating the portion of the year of termination completed on the date of termination; provided two weeks written notice of termination is given.

Part time officers will be paid over time rate for holiday work on the following holidays: New Years' Day, President's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. In addition part time officers will be paid an overtime rate for work on Christmas Eve and New Year's Eve for work after 15:00 hours.

Regular part time officers shall earn one and a half (1.5) personal days for every 500 hours worked per calendar year. No annual carry over of personal days earned is permitted.

9. VACATIONS

Annual vacations to which full time members of the New Brighton Police Department are entitled shall be as follows:

| | |
|----------------------------|---|
| After one (1) year | One (1) week (5 days) paid vacation |
| After two (2) years | Two (2) weeks (10 days) paid vacation |
| After seven (7) years | Three (3) weeks (15 days) paid vacation |
| After twelve (12) years | Four (4) weeks (20 days) paid vacation |
| After seventeen (17) years | Five (5) weeks (25 days) paid vacation |

The date of hire shall be used in computing the vacation entitlement of any member of the department. Vacation must be taken during the twelve calendar months after a member's anniversary date. Vacations must be scheduled in one week increments with the exception of five (5) vacation days that may be taken one day at a time as approved by the Chief of Police and/or Mayor.

10. LONGEVITY

Full time members shall receive longevity pay at the rate shown below for years of service completed (service to be calculated from the date of hire or in case of broken service to be calculated upon the actual number of years completed with the Borough and payable beginning after the completion of five (5) years of service.) Longevity pay shall be paid at the first regular pay during the month of December, pursuant to the following schedule:

| | |
|------------------|---------|
| 5 years service | \$1,000 |
| 10 years service | \$1,100 |
| 15 years service | \$1,200 |
| 20 years service | \$1,300 |
| 25 years service | \$1,400 |

11. LIFE INSURANCE

The Borough shall purchase term life insurance to pay to the beneficiary of any deceased full time member of the New Brighton Police Department the sum of \$75,000 plus double indemnity coverage in case of accidental death. Effective January 1, 2004, the Borough shall purchase a \$10,000 post retirement death benefit policy for each full time officer.

12. LONG TERM DISABILITY INSURANCE

The Borough shall provide long term disability insurance for full time members of the New Brighton Police Department under the terms and conditions, as amended by the insurer, of the Group Long Term Disability Insurance Policy issued by Standard Insurance Company under Policy Number 135995-A (hereafter "The Policy"), or under substantially similar terms and conditions through any insurer of the borough's choice. [The current policy provides the following: benefits of 60% of the first \$8,333.00 of your **Predisability Earnings**, reduced by **Deductible Income**, up to a maximum of \$5,000.00 before reduction for **Deductible Income**; benefits payable to age 65; and a **Benefit Waiting Period** of 90 days. All terms in **bold** are specifically defined in The Policy.]

In the event the insurer terminates The Policy or the insurer does not offer to renew The Policy, the Borough shall provide long term disability insurance for full time members through any insurer of the Borough's choice, so long as coverage is substantially similar to the most recently amended terms and conditions of The Policy.

In the event the Borough is unable to purchase long term disability insurance from a reputable insurer, the requirements of this section 10.1 shall terminate and the Borough shall not be liable for any benefits contemplated in this Section 10.1.

Under no circumstances shall the Borough be responsible for paying any benefits under this section 10.1 from any funds of the Borough or the Borough of New Brighton Police Pension Plan.

Under no circumstances shall this Section 10.1 be construed as creating a self-funded plan of the Borough.

The terms of this Section 10.1 shall not alter, amend, or change any provision of the Borough of New Brighton Police Pension Plan. Any provisions of this Section 10.1 in conflict with the provisions of the Borough of New Brighton Police Pension Plan shall be null and void.

13. MEDICAL AND HOSPITALIZATION INSURANCE

The Borough shall presently provide medical and hospitalization coverage insurance for full time members of the department and their families in accordance with the Highmark/UPMC PPO Blue group insurance plan (or equivalent Highmark/UPMC plan) submitted by MEIT/Highmark/UPMC and as approved by the parties hereto. The Borough may investigate the utilization of pre-admission review and second surgical opinion with the existing insurance carrier and contract for the inclusion of such conditions in its coverage.

The Borough will pay ninety (90%) percent of the cost of medical and hospitalization insurance and employees shall pay the remaining ten (10%) percent of the cost through payroll deduction. Employee contributions will be calculated on actual policy cost not to exceed \$24,000. The Borough will have the option to offer an alternate MEIT/Highmark plan if policy cost exceed \$24,000.

If the Borough receives notice or information that its health care plan cost will subject the plan to the Affordable Care Act's "Cadillac Tax" excise tax, the Borough will give the Union written notice of that fact and the parties will immediately meet to discuss changes in the plan design and/or plan carrier in order to avoid the imposition of the tax. If no agreement is reached within fourteen days of the Borough's written notice to the Union regarding this issue, then the parties will proceed to an expedited arbitration proceeding with an arbitrator selected pursuant to the terms of this Collective Bargaining Agreement's grievance and arbitration procedure. The sole purpose for the expedited arbitration proceeding will be for the arbitrator to modify the plan, plan design, and/or plan carrier in order to eliminate the exposure to the Cadillac Tax. The decision of the arbitrator on this issue shall be issued within forty calendar days of his or her appointment.

14. DENTAL AND VISION INSURANCE

The Borough shall provide Highmark/United Concordia Basic Dental and Highmark Basic Vision coverage for each full time officer and their families.

15. EXTENDED SICK LEAVE/SHORT TERM DISABILITY

The full time members of the department shall be entitled to the following sick leave pay. It being understood that the Borough Manager at his discretion may require a physical examination by a physician of his choice to verify the

necessity of any sick leave granted. After two (2) consecutive sick days are used a physician's excuse must be provided unless the leave is excused by the Police Chief or the Borough Manager.

| | <u>LENGTH OF SERVICE</u> | <u>FULL PAY</u> | <u>HALF PAY</u> |
|-----|--------------------------|-----------------|-----------------|
| (a) | Probation (under 1 year) | 3 weeks | 0 weeks |
| (b) | 1 year to 6 years | 5 weeks | 8 weeks |
| (c) | 6 years to 10 years | 7 1/2 weeks | 5 1/2 weeks |
| (d) | 10 years to 15 years | 10 weeks | 4 weeks |
| (e) | Over 15 years | 12 weeks | 6 weeks |

16. JURY DUTY OR FAMILY DEATH

A full time officer selected for jury duty shall receive full pay minus compensation received from court.

Upon the death spouse or child, the Borough of New Brighton will permit a full time officer five (5) days off with pay, if such time is required. Upon the death of a parent or grandparent of an officer, the Borough of New Brighton will permit a full time officer three (3) days off with pay, if such time is required. In the event a full time officer does attend the funeral of his/her brother, sister, mother-in-law, father-in-law, he/she shall receive (3) days off with pay. In the event a full time officer does attend the funeral of his/her brother-in-law or sister-in-law, he/she shall receive one (1) day off with pay.

In the event a full time officer is on vacation at the time of death, these days paid shall not be considered as vacation pay.

Part Time officers will be allowed to take the same amount of time off without pay.

17. RESIDENCY REQUIREMENT

Full time members of the New Brighton Police Department shall reside within a fifteen (15) mile radius of the New Brighton Borough Municipal Building. New full time recruits will have six (6) months from completion of their probation period to comply with the residency requirement.

18. GRIEVANCE COMMITTEE

- (A) A grievance is defined as a complaint of a member of the New Brighton Police Department involving the interpretation or application of, or compliance with, the provisions of this Agreement, including matters involving discipline or discharge for just cause.
- (B) The members of the Department may select no more than three (3) of their members to act as representatives in processing grievances and otherwise to represent an employee with respect to the

administration of this Agreement. The Police Department shall notify the Borough in writing of the members so selected who shall constitute the Grievance Committee.

(C) Grievance Procedure - The grievance procedure set forth herein shall be the sole and exclusive remedy for a grievance filed under this Agreement. The following procedures shall apply:

(1) Nothing in this Article shall be interpreted as discouraging or prohibiting informal discussions of an alleged dispute by the police officer and the Borough prior to the filing or starting of the grievance.

(2) The Steps provided herein, as well as the time limits for each, shall be followed strictly except that the parties may, in a given case, agree in writing to modify a procedure to extend the time limits. Failure of the Borough to respond in a timely manner at any Step may be treated as a timely negative response so the grievance may be pursued to the next step. Failure to appeal a decision to the next Step within the time limits shall result in the grievance being considered settled.

(3) All grievances shall be processed in writing on a form which includes the name of the grievance, the date, the nature of the grievance and the applicable Article of this Agreement.

Step 1. The grievant shall first discuss the grievance with the Grievance Committee.

Step 2. The grievant may present the grievance, in writing, to the Borough Manager, or his designated representative, within fourteen (14) working days of the time the grievant knew, or should have known,, of the incident giving rise to the grievance. The Borough Manager shall respond within seven (7) days of receipt of the written grievance.

Step 3. If the matter is not satisfactorily resolved at Step 2, it may be appealed to the Borough Council (or an appropriate subcommittee thereof) within seven (7) days of receipt of the Borough Manager's decision. Borough Council will schedule the matter for hearing no later than thirty (30) days after receipt of the appeal and must issue its decision within seven (7) days after the hearing.

Step 4.

(a) Within thirty (30) days of receipt of Borough Council's decision, either party may, in writing, notify the other of its intent to arbitrate the matter and a request will be made to the Federal Mediation and Conciliation Service for a list of seven Arbitrators. The parties shall alternatively strike from the list and the last remaining name shall be selected and notified of appointment to arbitrate the matter in dispute. The first strike will be alternated between the parties from case to case with the striking on the first case under this procedure to be decided by a coin flip.

(b) All costs of the arbitration proceeding shall be shared equally by the Borough and the Police Department.

(c) The decision of the Arbitrator shall be final and binding upon the Borough, the Police Department and all concerned members.

(d) The Arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the provisions of this Agreement insofar as shall be necessary to the determination of the appealed grievance. The Arbitrator shall not have jurisdiction or authority to add to, detract from or alter in any way the provisions of this Agreement.

19. LEAVE OF ABSENCE

The members of the New Brighton Police Department shall be granted a leave of absence under the same terms and conditions as the leave of absence granted to general Borough employees.

20. SURETY AGAINST TORT CLAIMS

In compliance with the Pennsylvania Municipal Subdivision Tort Claims Act, the Borough will protect and defend any officer, whether or not the Borough has insurance, against the adverse outcome of any lawsuit directed at the officer because they are affiliated with the Borough so long as the officer acted within the scope of their duties.

21. PERSONAL USE OF AUTOMOBILE

The Borough will reimburse officers a standard per mile fee for the use of a personal vehicle related to approved borough business. The fee paid will be the standard fee paid to all borough employees. Effective March 1, 1994, the fee paid shall be the standard mileage rate which is fixed from time to time by the Internal Revenue Service as the rate per mile that an employee or a self-employed person may utilize in calculating allowable automobile expense deductions.

22. POLICIES/PROCEDURES/TRAINING

The Borough agrees to form a "meet and discuss" committee that will make non-binding recommendations to Borough Council on issues related to policies, procedures and training in the department. The majority of this committee shall be composed of persons appointed by Borough Council with the minority being members of the department. Borough Council shall have the right to reject or modify any recommendation of the committee.

23. PART TIME OFFICERS

Regular Part Time Officers are officers that are scheduled for 34 hours or less per week , with the exception of court time, the filling of open shifts and emergencies. The Chief of Police will meet and discuss with the Wage/Policy Unit the use of part time officers that exceeds 34 hours per week due to emergencies.

The Borough agrees that persons hired as Regular Part Time Officers will be selected based on their qualifications as a police officer, with one of the qualifications used being that the person has previously passed a civil service exam administered by any community. It is agreed that all existing part time officers employed as of Jan 1, 2011 need not

satisfy this hiring requirement. It is agreed that persons hired as Regular Part Time are not being appointed by Borough Council with Civil Service status.

Extra Part Time Officers are officers that are scheduled for 17.5 hours or less per week (not more than 910 hours per year). The Borough agrees that persons hired as Extra Part Time Officers will be selected based on their qualifications as a police officer, with a department examination conducted by the Chief of Police. It is agreed that persons hired as Extra Part Time are not being appointed by Borough Council with Civil Service status.

24. DRUG AND ALCOHOL POLICY

It is agreed that officers are subject to the Borough's Drug and Alcohol Policy for Uniformed Police Officers that includes random drug and alcohol testing.

25. POST-RETIREMENT BENEFIT

Eligible Retirees. To be eligible for the one-time post-retirement benefit described below, the employee must:

- (1) be a full time employee of the Borough's police department on or after January 1, 2013; and,
- (2) retire at Early, Normal or Late Retirement Age, as defined in the Borough's Police Pension Plan (the "Plan").

Purpose of the Payment. The Borough has agreed to this one-time only benefit to Eligible Retirees solely in recognition of the increase in police officer contributions that has occurred as a result of the recommendation of the Plan's actuary, and in order to afford relief to those bargaining unit members who are close to their retirement date. This benefit is not the offer of an Early Retirement Incentive Program ("ERIP"), and is not intended by the Borough as, nor should it be construed as, the offer of an ERIP.

Payment Towards Eligible Retirees' Health Insurance Costs. For officers who retire after January 1, 2017, the Borough shall pay on behalf of Eligible Retirees a total of up to thirteen thousand dollars (\$13,000), which shall be paid in five (5) annual installments of up to two thousand six hundred dollars (\$2,600), beginning on the date of the employee's retirement, and on the following four (4) anniversary dates of the employee's retirement. The Borough shall make these payments directly to the Eligible Retiree's health insurance company, which shall be applied exclusively towards the costs of the Eligible Retiree's health insurance. The Eligible Retiree shall promptly furnish the Borough with invoices/bills for his or her health insurance costs. In the event that the Eligible Retiree's health insurance costs are less than \$2,600 per year, the Borough shall pay only the actual costs.

26. SIGNATURE PAGE

It is expressly understood that the above agreement includes any and all terms and conditions of employment of the members of the New Brighton Police Department for the calendar year(s) 2023, 2024 and 2025.

**MEMBERS OF
THE NEW BRIGHTON POLICE WAGE AND POLICY UNIT**

ATTEST:

BOROUGH OF NEW BRIGHTON

Thomas J. Albanese
Borough Manager/Secretary

Robert Hartwick, Jr.
President of Council