

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“the Agreement”) is made by and between the Borough of Tarentum (the “Borough”) and the Tarentum Borough Police Wage and Policy Committee (the “Union”) (collectively the “Parties”).

WHEREAS, the Borough and the Union are parties to a collective bargaining agreement (“CBA”), which sets forth the terms and conditions of employment for police officers covered by the collective bargaining agreement, for the period of January 1, 2023 through December 31, 2027;

WHEREAS, the Borough has determined, on a provisional, trial basis, to implement a schedule incorporating twelve (12) hour shifts for officers of the Police Department (“Department”), which shall include, in any fourteen (14) day period, six (6) shifts of twelve (12) hours and one (1) shift of eight (8) hours, for a total of eighty (80) hours, for patrol officers and others assigned to work the “Twelve And Eight” hour shift schedule;

WHEREAS, no additional overtime is to be created by this shift scheduling system; and

WHEREAS, the Parties intend to enter into this Agreement to memorialize their mutual agreement and understanding regarding the provisional “Twelve and Eight” hour shift scheduling system, and to set forth necessary amendments to certain provisions of the CBA in connection with such implementation, to be effective only during the effective period of this Agreement.

NOW, THEREFORE, intending to be legally bound, the parties have agreed as follows:

A. The Parties agree that, on a trial basis, a “Twelve and Eight” hour shift scheduling system as herein described will be instituted in the Department beginning on August 6th, 2023 (the “Implementation Date”).

B. Immediately following the Implementation Date and during the effective period of this Agreement, the regular work schedule for full-time officers shall consist of six (6) twelve (12) hour shifts and one (1) eight (8) hour shift, for a total of eighty (80) hours, over a fourteen (14) day work period.

C. The Parties agree and acknowledge that the implementation, on a trial basis, of a “Twelve and Eight” hour shift scheduling system requires vesting greater discretion in the Borough and the Chief of Police in the determination, modification, adjustment and oversight of officer schedules to ensure adequate coverage, the safety of officers and the public, and the maintenance of operational efficiency.

D. The Parties agree and acknowledge that the Borough, in conjunction with the Chief of Police, may decide, in their sole discretion, and at any time, to terminate this Agreement and the “Twelve and Eight” hour shift schedule upon fourteen (14) days’ notice to the Union. The decision to terminate this Agreement and to discontinue the “Twelve and Eight” schedule

shall not be subject to challenge in any forum, including via the grievance procedure set forth in Article 12. Following the termination date, police officer shift scheduling shall revert to the system in effect immediately prior to the Implementation Date, and all affected provisions of the CBA that have been amended by this Agreement will revert to the form in which they were set forth in the CBA immediately prior to this Agreement, and the specific amendments set forth herein shall be null and void.

E. The Parties agree and acknowledge that it is their mutual intent to implement this shift scheduling system without causing the built-in accumulation of overtime, and while continuing, as nearly as possible, the existing level of fringe benefits provided to police officers. Among other changes as more fully set forth herein, it is therefore necessary to amend the CBA so as to convert certain fringe benefits to their nearest hourly equivalent. However, the Parties recognize that this Agreement cannot address every issue which may arise with implementation of the “Twelve and Eight” hour shift schedule. Accordingly, the Borough and the Union will meet to discuss as necessary any concerns that may arise during the period this Agreement is in effect with the goal of addressing those concerns. If such concerns cannot be resolved, the Borough may terminate this Agreement pursuant to Section D above.

F. Notwithstanding the foregoing, the specific amendments to implicated sections of the CBA, which shall apply only during the effective period of this Agreement unless and until terminated by the Borough as set forth herein, are as follows:

a. Section 6.1 – Intent is revised as follows:

This Article is intended to define the normal hours of work per day and the employee work period. However, nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or work period for the purpose of promoting efficiency or improving services or from establishing different work schedules for employees. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work schedule.

Shifts:

- A. First Shift: 6:00 a.m. to 6:00 p.m.
- B. Second Shift: 6:00 p.m. to 6:00 a.m.
- C. “Split Shift” – regularly working a 12- or 8-hour shift, scheduled and assigned as determined by the Chief based on operational necessity.

b. Section 6.2 – Work Week is revised as follows:

The work week shall begin at 10:01 P.M. on Saturday and end 10:00 P.M. the following Saturday. The regular hours of work for full-time employees shall consist of six (6) twelve (12) hour workdays, and one (1) eight (8) hour work day, for a total of eighty (80) hours of work over a fourteen (14) day work period.

- c. **Section 6.2 – Dues Remittance** is renamed “Standard Work Shift” and is further revised as follows:

The standard work shift shall consist of either twelve (12) consecutive hours or eight (8) consecutive hours, as assigned, in a twenty-four (24) hour workday, including one thirty (30) minute paid lunch period and two (2) fifteen (15) minute rest periods. Employees shall remain on call during both lunch and rest periods.

- d. **Section 6.6 – Overtime** is revised as follows:

Any employee required by the Employer to work more than eighty (80) hours in a fourteen (14) day work period shall be entitled to overtime compensation at the rate of one and one-half (1 ½) times his or her regular hourly rate for all hours over eighty (80) or more than twelve (12) hours per day. There shall be no duplication or pyramiding of overtime.

- e. **Section 6.9 – Computation of Overtime** is revised as follows:

For the purpose of computing overtime eligibility, eighty (80) hours computation shall include vacation, personal time, sick time and holidays.

- f. **Section 6.10 – Additional Days** is revised as follows:

Time and one-half (1 ½) will be paid for the sixth (6th) straight day worked, but not the seventh (7th) straight day worked.

- g. **Section 6.11 – Additional Holidays** is revised as follows:

Double Time and one-half (2 ½) for the first eight (8) hours of the shift will be paid to the Officers who work on all shifts Christmas Eve (December 24), with the remaining hours of the shift paid at time and one-half (1 ½). All Officers working the second shift on New Year’s Eve (December 31) will be paid double time and one-half (2 ½) their hourly rate of pay for the first eight (8) hours of the shift, and time and one-half (1 ½) during the remaining hours of the shift, worked during said period.

- h. **Section 6.12 – Special Event Seniority** is revised as follows:

Full timers get first (1st) chance to work special events at their third shift (3rd) pay rate, time and one-half (1 ½) their hourly rate of pay for all hours worked during said period.

- i. **Section 6.13 – Part-Time Officers** is revised as follows:

Except for Paragraphs 6.2, 6.7, and 6.12 above, the Employer may schedule Part-Timers as needed. No Part-Timers may be scheduled if any Full-Timer has not been scheduled (or paid) for eighty (80) hours in the fourteen (14) day work period. No Part Timers may be scheduled on a paid holiday, unless refused by all Full-Timers.

j. Section 13.2 – Holidays is revised as follows:

All full-time bargaining unit employees shall be entitled to the following paid holidays each calendar year:

New Year's Day
President's Day
Good Friday
Easter Sunday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Day
Two (2) Employee Floating Holidays (twenty-four (24) hours)

The specified holidays shall be observed, for purposes of determining the holiday pay eligibility, from 10:01 P.M. the day before until 10:00 P.M. the day of the holiday.

k. Section 13.5 – Working Holidays is revised as follows:

Any eligible employee who is required to work on a designated holiday shall be paid at a rate of Double Time and One-Half (2 ½) times his or her normal hourly rate, as determined by this Agreement, for the first eight (8) hours, and at time and one-half (1 ½) for the remaining hours, actually worked on a holiday.

l. Section 13.7 – Personal Leave is revised as follows:

Each full-time bargaining unit member after one (1) year of service shall be eligible for forty-eight (48) hours of personal leave each calendar year. Personal leave shall be paid at the employee's normal hourly daylight rate as established by this Agreement.

Increments.

Personal leave shall be taken in increments equal to the approved scheduled shift officer is requesting leave for. An eight (8) hour shift will

take 8 hours of personal leave, whereas a twelve (12) hour shift will take 12 hours of personal leave.

m. Section 13.9 – Vacation is revised as follows:

1. More than one year to two years – forty (40) vacation hours
2. More than two years to five years – eighty (80) vacation hours
3. More than five years to ten years – one hundred and twenty (120) vacation hours
4. More than ten years to twenty years – one hundred and sixty (160) vacation hours
5. More than twenty years to twenty-five years – two hundred (200) vacation hours

Advance Requests.

In order to be eligible to take vacation time, all requests for vacation of forty (40) hours or more must be submitted to the Chief of Police at least thirty (30) days in advance of the date requested for leave. Vacation time requests of less than forty (40) hours must be submitted to the Chief of Police at least five (5) working days prior to the day vacation is to begin.

Increments.

Vacation shall be taken in no less than four (4) hour increments.

Eligibility.

To be eligible for a paid vacation, the employee must work his or her scheduled day immediately preceding and following the scheduled vacation time or have been on sick time or personal time.

Holiday.

If a holiday occurs during the calendar week in which an employee is on vacation, the employee shall be paid his or her straight time hourly rate for the holiday and eight (8) hours for such day shall not be charged against the employee's accumulated vacation leave.

Order of Requests.

All timely, properly filed requests for vacation shall be scheduled and granted to the employee in the order in which they are submitted. Any scheduling conflicts between employee requests made at the same time for the same time off shall be decided on the basis of seniority.

Carry Over.

Vacation time must be taken each year; however, up to forty (40) hours of vacation time may be carried over to the following year upon notice,

request, and approval of both the Chief of Police and the Borough Manager.

Upon Termination.

Any employee who is terminated, laid off or retired, prior to using any or all of his or her vacation shall be compensated in cash for the unused pro-rata portion of vacation earned. The compensation shall be at the employee’s normal straight time rate of pay as established by this Agreement.

n. Section 13.13 – Sick Leave Amount is revised as follows:

All eligible full-time bargaining unit employees shall earn one hundred and twenty (120) hours of sick leave each year which hours shall be credited to the employee on January 1st of each year. A record shall be maintained showing each employee’s accumulation of sick leave and the number of hours of sick leave used. The record shall be kept at the main office.

o. Section 13.20 – Sick Leave Accumulation is revised as follows:

Sick leave may be accumulated up to a maximum of 1,120 hours. Any sick leave accrued beyond the 1,120 hours, and not legitimately used during the calendar year earned, shall be forfeited, and lost.

G. The Parties agree and acknowledge that this Agreement, all the terms of this Agreement, all of the specific amendments to the current CBA that are referenced in this Agreement and which are specifically set forth above, and the “Twelve and Eight” hour shift scheduling system that is described in this Agreement, will expire immediately prior to the expiration of the current CBA on December 31, 2027, unless terminated sooner in the discretion of the Borough.

H. The Parties affirm that they have carefully read and understand this Agreement, that it has been reviewed with legal counsel, and that they are authorized to legally bind the party on whose behalf they have signed.

I. The terms of the CBA between the Parties shall not be modified except as expressly set forth in this Agreement.

WHEREAS, intending to be legally bound hereby, the Parties enter into this Agreement as of the date indicated below:

Tarentum Borough:

Date:

Council President

Tarentum Borough Police Wage and Policy Committee:

Date:

Attest: _____

Date: _____

Borough Manager