

AGREEMENT BETWEEN

**Teamsters Local Union No. 205**

Representing

*South Park Police Department*

AND

**The Township of South Park**

**Effective Dates**

January 1, 2018 – December 31, 2021

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#### Labor Agreement

Made and entered into this 1<sup>st</sup> day of January, 2018 by and between the Township of South Park, hereinafter referred to as "Township" and Teamsters Local Union No. 205, hereinafter referred to as the "Union".

#### Section 1 Recognition

The Township recognizes Teamsters Local Union No. 205 as the sole and exclusive representative of all full-time and regular part-time police officers including but not limited to patrolmen, sergeants and lieutenants; and excluding the Chief of Police, the Deputy Chief of Police and any other managerial employees. PF-R-81-14-W

#### Section 2 Dues Check-off

1. The Employer agrees to deduct monthly Union Dues and/or uniform assessments of the Local Union from the first pay of each month of any employee from whom written authorization is received and to send such dues to the Secretary-Treasurer of the Union on or before the end of the month for which deduction is made.
2. The Union agrees to indemnify and save the Employer harmless from any and all claims, suits or other forms of liability arising out of deduction of money for all Union dues under this Article.

#### Section 3 Job Classifications and Wage Rates

The following base rates shall be granted by the Township as follows:

##### Base Salary - Hourly Rates of Pay

Rank	2018 (2.5%)	2019 (2.5%)	2020 (2.5%)	2021 (2.5%)
Lieutenant	\$49.62	\$50.86	\$52.13	\$53.43
Sergeant	\$47.40	\$48.59	\$49.80	\$51.05
Patrolman	\$45.13	\$46.26	\$47.42	\$48.61

Junior Patrolman

Subject to Section 3.2

Part-Time Patrolman

Subject to Section 3.3

##### Section 3.1 Rank Differential

During the term of this Agreement, it is intended at all times, a Sergeant shall be compensated at a rate of five percent (5%) greater than the rate paid to a Patrolman and Lieutenant shall be compensated at a rate ten percent (10%) greater than the rate paid to a Patrolman. Except if a

Lieutenant is Acting Chief, then the rate shall be fifteen percent (15%) greater than a Patrolman. A Lieutenant shall be considered as "Acting Chief" only if the Chief has been absent from work for more than thirty (30) consecutive days and the Township has not appointed an "Acting Chief" in his place.

##### Section 3.2 Junior Patrolmen

A Junior Patrolman is defined as a full time Police Officer newly hired during the first six (6) years of consecutive employment by the Employer. The wage rates to be paid a Junior Patrolman shall be as follows:

- |                            |                                 |
|----------------------------|---------------------------------|
| A. First year of service:  | 60% of a Patrolman base salary  |
| B. Second year of service: | 70% of a Patrolman base salary  |
| C. Third year of service:  | 80% of a Patrolman base salary  |
| D. Fourth year of service: | 85% of a Patrolman base salary  |
| E. Fifth year of service:  | 90% Patrolman base salary rate  |
| F. Sixth year of service:  | 100% Patrolman base salary rate |
- (AAA No. 55-L-360-00201-9-W)

##### Section 3.3 Part-time Patrolmen

Part-time patrolmen, if hired by the Township, shall comply with AAA Case No. 55-390-0024-90, issued November 26, 1990, Myron L. Joseph, Arbitrator, and all benefits and working conditions shall be negotiated with the Union prior to employment of any Part-time Patrol Officer.

- A. Compensation 1999 - \$10.74 per hour
- B. No other benefits, except as mandated by law, shall be provided to part-time Patrol Officers.
- C. Part-time Patrol Officers shall not work more than twenty-four (24) hours per week. This restriction is not to intend to apply to court time.
- D. Part-time Patrol Officers may not be used while any full time Patrol Officer is furloughed, unless that officer turns down the available work or is otherwise unavailable.
- E. Part-time Patrol Officers will not accrue seniority, nor will they work more than eight (8) hours in any day. These restrictions are not intended to prohibit a Part-time Officer from completing his duties or making required court appearances. (This is in compliance with AAA File No. 55-390-0218-93, issued February 18, 1994, by Carl F. Stoltenberg.)

##### Section 3.4 Longevity

In addition to base salary, all members hired prior to January 1, 2012, shall be entitled to longevity based upon their appropriate years of service according to the following schedule; all calculations are based on base salary rate and are to be paid on the pay period following the member's anniversary date:

- A. Two percent (2%) of the base salary rate to be paid at the beginning of the sixth (6th) year of service.
- B. Three percent (3%) of the base salary rate to be paid at the beginning of the eleventh (11th) year of service.
- C. Four percent (4%) of the base salary rate to be paid at the beginning of the sixteenth (16th) year of service.
- D. Five percent (5%) of the base salary rate to be paid at the beginning of the twenty-first (21st) year of service.
- E. Employees hired after January 1, 2012, shall not be eligible to receive the Longevity benefit as listed herein.

#### Section 4 Management Rights

The Township reserves and retains, solely and exclusively, all of its common law rights to manage the business of the Township as such rights existed prior to execution of this agreement, including the right to determine adequate employee staffing for all work subject, however, to the provisions of this Agreement.

##### Section 4.1 Union Responsibility

The Union recognizes and accepts the responsibility of insuring that every employee complies at all times with the South Park Township Police Manual, also known as Resolution No. 6-1-76, a copy of said manual being attached hereto. Any grievance arising pursuant to said manual shall be disposed of in a manner outlined in the Grievance Procedure in the Agreement. The Union also recognizes and accepts the need for frequent updating, revision and amendment of the Police Policy Manual.

##### Section 4.2 Work Rules

The Union recognizes that the Police Department must be operated twenty-four (24) hours a day and three hundred sixty-five (365) days per year, in this regard the Union recognizes that all police employees will exert every effort to insure that adequate police protection is available at all times and that sufficient manpower will be available to insure effective operation. Also, reasonable work rules may be instituted by the Township after discussing with the Union; any disputes over the reasonability of the implementation and/or application of such work rule may be made subject to the Grievance Procedure contained in the Agreement. (This complies with AAA File No. 55-390-0218-93, issued February 18, 1994, Carl F. Stoltenberg, Arbitrator.)

##### Section 4.3 Residency

Patrol Officers must establish their primary residency within a radius of ten air miles of the municipality's building. (This complies with AAA File No. 55-390-0218-93, issued February 18, 1994, Carl F. Stoltenberg, Arbitrator.)

#### Section 5 Past Practice, As Is Clause

All existing benefits and practices previously enjoyed by members of the bargaining unit not modified by this Agreement shall remain as is, subject to mutual negotiations.

#### Section 6 Work Period and Hour Regulations

The workweek shall consist of any five (5) workdays in the calendar week from Sunday through Saturday. The workday shall be any eight (8) consecutive hours within the period of midnight to midnight of the calendar day; up to one and one half (1 ½) hours may be in the preceding or subsequent day. There shall be a minimum of twelve (12) hours off between scheduled shifts. Any violation of the one and one-half (1 ½) hour overlap period or the twelve (12) hour minimum between shifts shall entitle the affected officer to time and one-half (1 ½) his base salary rate for all hours of the violation. This shall include all full-time Police Employees, except Junior Patrolmen.

##### Section 6.1 Shift Change Clause- Prior Notice

Beginning January, 2019, Officers will work the 5-2 shift schedule proposed by the Bargaining Unit on or about August 23, 2018 and as discussed in Executive Sessions on August 31 and September 19, 2018 respectively, with the following changes: Shift schedules will be posted on a four (4) month rotation. Officers will be permitted to select their preferred shift schedule by seniority. Officers may not bid the same shift schedule in consecutive order.

For example: Senior Officer bids the daylight shift the first four month schedule may not bid the daylight shift for the second four month schedule but may, once again, bid the daylight shift for the third four month schedule and so on for the term of this Collective Bargaining Agreement. This will be a continuous process and not restarted each calendar year.

However, the fact that an Officer cannot bid the same shift schedule in consecutive order does not, by virtue of an Officers seniority, or lack thereof, preclude an Officer from being scheduled and working the same shift consecutively, ie, junior Officers.

All full-time police employees, with six (6) or more full years of consecutive service, including Lieutenants, Sergeants and Patrolmen shall have their schedule posted yearly in advance, in accordance with the Vacation Pick Section of this Agreement. Shift reassignment however, may take place whenever an absence of a police employee occurs in excess of two (2) weeks due to injury, illness, emergency or other unforeseen circumstances which would cause a manpower shortage on any shift. (Shift reassignment will take place whenever a particular officer has been absent for two (2) consecutive weeks. The officer will be filling in for that shift only and will not be required to also fill the duties of his original shift. The Township will not make shift reassessments based on the combined absences of more than one (1) officer).

The Township shall first request volunteers to transfer shifts. In the absence of volunteers, the Township shall transfer the least senior officer(s), excluding sergeants. In the event that the least

senior officer being transferred has already made a vacation selection for the time period during which he has been reassigned, he will be given said vacation that he originally selected at the beginning of the year. However, the Township can replace him with the next least senior patrol officer during those vacation days. An exception to this clause shall continue to be the case of the Lieutenant who has changed from the daylight shift to any other shift to fulfill his responsibilities in the absence of the Chief or Assistant Chief. Such Lieutenant may be transferred at any time without notice.

Patrolmen with less than six (6) full years of consecutive service shall have their schedule posted at least two (2) weeks in advance. Rescheduling Patrolmen with less than six (6) full years of consecutive service shall not be a violation of this Section.

At the request of either party, both parties shall meet for the purpose of discussing and jointly establishing guidelines under which a change of shift in the posted schedules of full-time Police employees with six (6) or more full years of consecutive service may be made without penalty to the Township. (AAA No. 55-L-360-00201-99-W)

When unusual and extenuating circumstances arise that does not permit following the normal procedure, under which a change in shift in the posted schedules of full-time Police employees with six (6) or more full years of consecutive service is to be made, the Township may make such shift reassessments with no less than two (2) weeks' notice. However, the reason and the decision to make a shift reassignment, under this language, will not in any way be arbitrary, capricious or unreasonable and both the reason and the decision may be subject to the party's grievance procedure.

#### **Section 6.2 Overtime**

Overtime will be allotted to all full-time Police employees, with seniority prevailing, on a rotating and equal basis. Employees shall be compensated at a rate of one and one half ( $1\frac{1}{2}$ ) hours in a workday or forty (40) hours in a workweek. Note: Refer to AAA Case No. 55-390-0024-90, issued November 26, 1990, Myron L. Joseph, Arbitrator.

Effective January 1, 2012, Court Time shall be removed from the overtime rotation board.

#### **Section 6.3 Officer in Charge (Working in a Higher Rank)**

When a member is performing the duties of a higher rank, the member shall receive compensation at the rate he would have received had he been promoted to that next higher rank. If a member works the majority of hours on a shift, it shall be considered as a whole day at the higher rank. When no rank of Sergeant, Temporary Acting Sergeant or above is involved, the determination shall be made according to the Patrolmen with greatest seniority on any regularly scheduled work shift. The Patrolmen shall be compensated at Sergeant's rate of pay.

#### **Section 6.4 Compensatory Time**

An employee may elect to take compensatory time in lieu of overtime. The utilization of compensatory time by an employee shall not cause overtime within the Department. An employee

seeking to use compensatory time must provide forty-eight hours (48) advance notice prior to the use of such compensatory time to the Chief of Police or his designee. Employees may only accumulate a reserve of twenty-four hours (24) of compensatory time. Compensatory time shall be used within sixty (60) days of the date that it was earned.

Compensatory time not used within the sixty (60) day period shall be paid according to state and federal law.

#### **Section 6.5 Call Out Compensation**

In the event that an employee is called out during a non-scheduled work shift, the employee shall be compensated at a minimum of four (4) hours at one and one half ( $1\frac{1}{2}$ ) times his base salary rate, or if the time exceeds four (4) hours, the employee shall be compensated for the additional time at one and one half ( $1\frac{1}{2}$ ) his base salary rate for all additional hours worked. Except if the hours precede the employee's regularly scheduled shift, then the employee will only be compensated for the hours actually worked, at one and one half ( $1\frac{1}{2}$ ) his base salary rate.

#### **Section 6.6 Overtime Refusal**

No employee shall be justified or warranted, without valid reason to refuse to work overtime on any day when the necessity for such overtime arises. To the extent that overtime arises and multiple employees are available to work said overtime, the employee with the least seniority must accept the overtime if employees with greater seniority are available.

#### **Section 6.7 Calculating Overtime**

In calculating hours worked for the purpose of determining overtime, all hours worked in excess of eight (8) hours per day and forty (40) per week, to include all meal periods, paid vacation days, paid sick days, earned compensatory time, and time missed that is compensated under Heart and Lung Benefits.

#### **Section 6.8 Court Compensation**

An employee otherwise not scheduled to work who must attend a hearing before any court or original Jurisdiction on the business of the Township shall be compensated at time and one half ( $1\frac{1}{2}$ ) his base salary rate for the time actually spent with a minimum of two (2) hours for an appearance. A minimum of four (4) hours shall be paid at a time and one half ( $1\frac{1}{2}$ ) his base salary rate for appearance in any State or Federal court unless the time exceeds four (4) hours, then the time and one half ( $1\frac{1}{2}$ ) will be paid for actual hours spent on the business of the Township. There shall be no lunch payment for court; however, the Employee shall be permitted to keep his witness fee. The Township shall continue to pay all applicable parking expenses.

#### **Section 6.9 Shift Differential**

All full-time Police Employees shall be paid a differential thirty-cents (\$.30) an hour above their base salary for all hours worked within the confines of the period 11:00 P.M. to 7:00 A.M.

## **Section 7 Seniority**

Seniority is based on the length of continuous service the employee has, as a full-time Police Officer, with the Township of South Park Police Department. Seniority shall be accumulated during absence due to illness, layoff, or permitted leave of absence, as long as such seniority is not terminated in accordance with other provisions of this Agreement.

### **Section 7.1 Layoff, Recalls and Awarding Job Bids**

In all cases of layoffs, recalls and awarding job bids, seniority shall govern if the ability to perform the particular job is relatively equal. Employees last hired shall be first laid off, provided those employees remaining are capable of performing the available work. The determination of the ability of any employee to perform the available work shall rest with the Township, subject to the Grievance Procedure in the Agreement.

### **Section 7.2 Probationary Employees**

Any new full-time Police Officer Employee shall be considered probationary employees for a period of eighteen (18) months from the beginning of their employment as regular full-time Police Officer Employees, during which time they shall have no seniority. A probationary employee may be summarily dismissed during such probationary period at the sole discretion of the Township. If such employee is retained beyond the probation period, he shall immediately therefore be classified as a Junior Patrolman and his seniority shall commence as of the date of his original employment as a Full-time Police Officer.

### **Section 7.3 Seniority List**

The Township will supply the Union with a seniority list as of January 15th of every calendar year, setting forth dates of hire and job classifications of all Police Employees, including the employees' addresses, and of any employees laid off, hired or rehired.

### **Section 7.4 Grounds for Breaking Seniority**

Seniority shall be broken for any of the following reasons:

- A. An employee quits or resigns.
- B. An employee is discharged for just cause.
- C. An employee is laid off for a period longer than twenty-four (24) consecutive months.
- D. An employee is absent from work due to physical disability for twenty-four (24) consecutive months, unless he is absent due to illness or injury acquired at work, subject to an impartial physician's certification of disability.

- E. An employee fails to contact the Township within ten (10) calendar days and/or fails to report back to work within ten (10) calendar days when recalled from layoff and a certified letter is sent to such employee's last known address in an attempt to notify him of his termination.

## **Section 8 Holidays**

The Township shall grant to all full-time Police Employees covered by this Agreement eleven (11) additional holidays as vacation days with eight hours pay at their base salary rate. The holidays shall be:

New Year's Day	Memorial Day	Veteran's Day
President's Day	Independence Day	Thanksgiving Day
Good Friday	Labor Day	Christmas Day
Easter	Columbus Day	

If any Police Employee works on a designated holiday, he will also be paid one and one-half (1 ½) hours overtime pay. The Township shall grant to all Junior Patrolmen, during their first year of service and through their fourth year of service, four (4) holidays as vacation days with eight (8) hours pay at their base salary rate. At the start of their sixth (6<sup>th</sup>) year of service as Regular Full-time Patrolmen, they shall receive the above listed eleven (11) holidays. (AAA No. 55-L-360-00201-99-W)

### **Section 8.1 Personal Days**

Five (5) personal days will be granted to all Police Employees under this Agreement. All requests for personal day leaves must be approved by the Chief of Police or his designate and may not be converted into pay; with the exception that an officer may sell back one (1) personal day at the end of each year at the officer's regular hourly rate of pay, with no accrual.

The day should be requested within forty-eight (48) hours in advance or up to one (1) hour prior to the shift requested when an unusual circumstance exists and approval is given by the Chief of Police or his designate. Once granted, the day cannot be revoked. No personal days may be taken on designated holidays except when an unusual circumstance exists is given by the Chief of Police or his designate. The procedure for the selection of personal days shall be on a first-come, first-serve basis, solely by seniority with no preference to rank. All personal day requests can be received no earlier than January 1<sup>st</sup> for a calendar year. If a personal day is granted, it must be posted on the schedule within ten (10) days. Two (2) officers will be permitted to schedule a personal day on the same day, excluding holidays, provided that any personal day that would create overtime shall be denied at the Township's discretion. In accordance with this section, the Township shall grant to Junior Patrolmen, one (1) personal day during their first year of service; two (2) personal days during their second year; three (3) personal days during their third year; four (4) personal days during their fourth year. The progression from one (1) personal day per year to four (4) personal days per year for Junior Patrolmen shall remain in effect, and Patrolmen shall not be eligible for five (5) personal days until their fifth year of consecutive employment.

## Section 9 Vacation

All eligible full-time regular Police Employees to include Lieutenants, Sergeants, Patrolmen and Junior Patrolmen covered by this Agreement shall be entitled to receive the following vacations with pay at their base salary rate:

Length of Service	Amount of Vacation Time	Vacation Pay
After 1 yr. but less than 2 yrs.	5 days	40 hours
After 2 yrs. but less than 5 yrs.	10 days	80 hours
After 5 yrs. but less than 10 yrs.	15 days	120 hours
After 10 yrs. but less than 15 yrs.	20 days	160 hours
After 15 yrs. but less than 20 yrs.	25 days	200 hours
After 20 yrs.	30 days	240 hours

### Section 9.1 Picking Vacation

Starting November 1st of the calendar year, Police Employees eligible for vacation in the coming year shall start to pick their vacations by seniority. Each employee shall have no more than two (2) days to submit his vacation request once the employee is afforded his opportunity to pick or the employee shall move to the bottom of the seniority list. All vacation requests must be submitted by December 1st of the calendar year and the Township shall approve and post an approved vacation schedule by December 31st of the calendar year preceding the year in which the vacations are to be taken. The Township shall permit two (2) employees on vacation per day however, only one (1) employee per shift, excluding Lieutenants and the Chief of Police.

When picking vacation as individual days, the Township shall permit up to three (3) officers out on vacation as long as it does not create overtime. The decision to permit the third officer would be at the sole discretion of the Police Chief. If more than one (1) officer requests to be the third officer off on a single vacation day, that day shall be awarded by seniority with rank prevailing.

The Lieutenants shall pick their vacations and holidays amongst themselves by seniority with rank prevailing. Police Employees will pick their vacation days first then go back to pick their holidays. All picks shall be for an entire shift, pass day to pass day. The first vacation pick will be a maximum of two (2) complete shifts. The second vacation pick, the Employee will be able to make as many vacation picks as he pleases from pass day to pass day. The third pick will be holiday picks. Holiday picks will be as many picks as he pleases from pass day to pass day. Any vacation an Officer is unable to use after it has been picked and approved shall be put back up for bid, by seniority. All vacation time must be used during the calendar year for which time it is allotted except for vacation buy back and vacation carry over permitted by this Agreement. The final right to allot vacation and to change such allotments is exclusively reserved to the Township in order to insure orderly operations, subject to the terms of this Agreement.

### Section 9.2 Vacation Carry Over

Each full-time Police Employee, to include Lieutenants, Sergeants, and Patrolmen may, at his sole discretion, "carry over" a total of four vacation days per year, into a subsequent calendar year or years. At no time may there be any accumulation of "carry over" vacation days in excess of twelve (12) days. Any vacation day carried over into a subsequent year must be used within three years from the year in which said date was carried over. The Employee entitled to carry over days must elect this option on or before December 1st of the calendar year. Junior Patrolmen during their first year of service and through their fourth year of service are NOT permitted to "carry over" vacation days. At the start of their fifth year of service upon reaching Patrolman status, they then shall be entitled to the "carry over" benefit.

### Section 9.3 Vacation "Sell Back"

Each full-time Police Employee, to include Lieutenants, Sergeants, and Patrolmen may, at his sole discretion "sell back" to the Township and the Township "must purchase" up to a maximum of five (5) vacation days per year. There shall be no pyramiding of days sold. The sale of such vacation days by the employee to the Township shall be at the rate of one and one half the employee's base salary rate. All eligible Police Employees wishing to "sell back" vacation days must elect this option before December 1st and the Township shall make payment in the first pay period in January. Junior Patrolmen during their first year of service and through their fourth year of service are NOT permitted to "sell back" any vacation days. At the start of their fifth year of service, upon reaching Patrolman status, they then shall be entitled to the "sell back" benefits.

### Section 9.4 Reduction of Vacation

In the event that an employee with one (1) or more years of service is absent for any reason other than an occupational injury or a paid vacation day, or a paid sick day or other paid day off pursuant to this Agreement and is absent for more than forty (40) work days, his vacation pay will be reduced by one percent (1%) for each additional two (2) days the employee is absent after forty (40) work days.

## Section 10 Grievances

**GRIEVANCE PROCEDURE:** A grievance is a dispute concerning the interpretation, application or alleged violation of the specific terms or provisions of this Agreement. Any grievance arising between the Employer and the Union or an Employee represented by the Union shall be settled in the following manner:

**STEP ONE** - The grievance shall be filed in writing within ten (10) working days of its occurrence or knowledge of its occurrence. The Officer and the Job Steward shall first discuss the grievance with the Chief of Police. If the grievance is not resolved to the mutual satisfaction of the parties, then the grievance may be appealed by the Union and/or the Officer within five (5) workdays following receipt of the written response of the Chief of Police in Step One to the Township Manager and the Board of Supervisors.

**STEP TWO** - The Township Manager and the Board of Supervisors within ten (10) workdays after receipt of the appeal, shall meet with the aggrieved Officer, his Job Steward, and the Union's Business Agent in an attempt to adjust the grievance. The Township Manager and Board of Supervisors shall give the aggrieved Officer and his Job Steward a written decision within three (3) workdays following the next regular monthly Supervisors' meeting. If the Union does not proceed with Grievance to Step Three within the time limits mutually agreed upon, the grievance shall be considered to be satisfactorily resolved.

**STEP THREE - ARBITRATION** - If the grievance has not been satisfactorily resolved at Step Two, the Union may appeal to arbitration within ten (10) days after a decision at Step Two has been rendered. A request for arbitration may be initiated by the Union serving upon the Township Manager and the Board of Supervisors notice in writing of an intent to proceed to arbitration. The notice shall identify the agreement provisions in dispute, the issue(s) to be determined, and the Officer and/or Officers 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 PA Bureau of Mediation of their desire that the Service submit to the parties a panel of seven (7) arbitrators. Each party shall alternately strike until one (1) name remains. The Township shall strike the first name at the initial grievance and thereafter the initial strike shall alternate between the Township and the Union. The name remaining shall be the arbitrator.

- A. 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.
- B. The cost of arbitration shall be shared equally by the parties (Township and the Union). Each party shall bear the cost of preparing and presenting its own case.

The grievance may be withdrawn by the Union or the aggrieved employee at any time, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any future grievance.

Time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the Township and the Union, be binding and any grievance not timely processed thereafter, shall not be arbitrable. In the event that the Township fails to meet any of the deadlines set forth above for making a response, the Union may move the grievance to the next step of the grievance-arbitration procedure. Weekends and holidays do not count.

The arbitrator's decision shall be final and binding on all parties.

#### **Section 11 Suspension and Discharge**

The Township retains the right to suspend and discharge any employee for just cause. In all cases involving discharge or suspension of an employee, the Township must notify the employee in writing of his discharge or suspension and the reason therefore. Such notice shall also be given to the

appropriate union representative within forty-eight (48) hours after notice shall have been given to the employee.

The procedures governing emergency suspensions and misconduct complaints are as outlined in this agreement. (Refer to Section 36.16)

A discharged or suspended employee who believes he was suspended or discharged for unjust cause must notify the employer in writing within five (5) calendar days after receiving notification of such actions against him or his desire to appeal the discharge or suspension. In such events, such grievances shall then be handled in accordance with the grievance procedure set forth in the Agreement, starting with Step Two.

#### **Section 12 Safety**

All marked police vehicles, with the exception of a vehicle used primarily by the Chief of Police, will be equipped with the state of the art safety features, but minimally must be equipped with a front interior mounted shotgun or rifle, a protective screen separating the driver from the rear passenger seat compartment and operational air conditioning.

#### **Section 13 Jury Duty**

Any employee who has been called for 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 Township, at his regular base salary rate; however, the employee if excused from jury service before 11:00 A.M. shall report to work by 1:00 P.M. Any employee receiving notice to report to jury duty shall immediately notify the Chief of Police. The Township shall reserve the right to request the court to release and relieve any employee from jury duty.

#### **Section 14 Bereavement**

In case of death in the immediate family, four (4) consecutive days with pay, if such are the employee's regular scheduled work days, will be granted to all full-time Police Employees to include Lieutenants, Sergeants, Patrolmen and Junior Patrolmen at their base salary rate. Immediate family is defined as Mother, Father, Children, Husband, Wife, Brother, Sister, Mother-in-Law, Father-in-Law, Grandparents and Step Children and step Parents. (No longer than the day after the funeral.)

In the event of the death of an employee's Brother-in-Law, Sister-in-Law, Aunt or Uncle, the employee will be granted two (2) days off with base salary rate of pay for his absence if such employee's regular scheduled work day.

The intent of the parties is to permit employees time off in the event of bereavement without loss of regular pay.

## **Section 15 Hospitalization and Medical Benefits**

The Township agrees to provide the following hospitalization and medical insurance coverage for all full-time Police Employees, to include Lieutenants, Sergeants, and Patrolmen, and their dependents. Health care contributions for all police officers will be one and three-quarter percent (1.75%) of base wages each year for the length of this Agreement.

### **Section 15.1 Benefit Coverage**

- A. The health care benefits will be provided through the Community Blue Flex Plan Benefits with the Western PA Teamsters and Employers Welfare Fund. Administration will be covered under the same terms as above, otherwise this bargaining unit will remain in the current medical coverage plan. The current Summary of Benefits are listed at end of this Agreement.
- B. Highmark Blue Cross/Blue Shield High Option Dental Family Plan.
- C. Vision Benefits of America Optical Plan.
- D. Tri-Community South EMS, ambulance service, annual fee.
- E. Medical In-Lieu of Payment. Any full-time officer eligible for cost free hospitalization coverage elsewhere shall be paid a medical in-lieu of payment of two thousand five hundred (\$2,500.00) dollars each year of the Agreement in which the coverage is waived. Proof of alternate coverage must be provided to the Township in order to qualify for said payment.

This complies with AAA File No. 55-390-0218-93 of February 18, 1994, Car F. Stoltenberg, Arbitrator.

### **Section 15.2 Substitution of Equal Plans**

The Township may change medical plans, and/or carriers to comparable coverage. Comparable coverage does not mean identical coverage and may include a different plan design for different hospitals and doctors. The Township will notify the Union of its intent to explore other options and keep the Union informed of the steps being taken. Bargaining unit members shall cooperate in completing questionnaires or providing medical information to underwriters and carriers within the prescribed time periods. Such individual medical information shall not be provided to the Township.

If the Township becomes subject to the ACA's Cadillac Tax, the parties agree that the Township shall have the right to reopen the contract to negotiate and/or arbitrate similar/comparable Health Plan changes or other remedies to address or eliminate said tax liability. The arbitration process in such an event shall be in accordance with the grievance process as outlined in Section 10 – Grievances.

## **Section 15.3 Physician Visits and Prescription Co-Pays**

The Township and the Union agree that payment of co-pays required by the Plan, including those for physician visits or prescriptions shall be the responsibility of the employee.

## **Section 16 Additional Insurances**

The Township agrees to provide and pay the premium for the following insurance coverage for all full-time Police Employees:

A. False Arrest Insurance	\$300,000.00
B. Life Insurance during employment	\$ 50,000.00

## **Section 17 Insurance Benefits Into Retirement**

The Township agrees to provide and pay for the following insurance coverage for retired Police Employees:

- A. Paid up Life Insurance at Retirement \$5,000.00
- B. Police Employees retired on or before December 31, 1990, fifty percent (50%) of the premiums for all retired employees for the hospitalization and medical insurance coverage for said employees for the Blue Cross/Blue Shield three-hundred sixty-five (365) day Plan U, or its equivalent.
- C. Police Employees retired on or after January 1, 1991, shall receive two hundred and fifty (\$250.00) dollars monthly toward the premium for this group rate for insurance coverage commensurate with that in effect for employees on active duty. Such benefit shall only be available for retired employees, and only in the event and to the extent that comparable coverage is not provided, without cost, from another source. In the event cost-free coverage is available from another source and at some point becomes unavailable, the Township shall resume the two hundred and fifty (\$250.00) dollar per month payment toward the Township's group rate. At no time shall this retired insurance payment be made to the retired officer, however, if the retired officer has insurance coverage from another insurance carrier other than the Township's carrier and is paying for the insurance himself, the retired officer, can make arrangements for the Township to make the two hundred and fifty (\$250.00) dollar monthly payment to the carrier of his choice, as long as, it is not a carrier that he is receiving cost-free coverage from. The two hundred and fifty (\$250.00) dollar monthly insurance supplement shall be terminated upon the employee reaching the age of sixty-five (65). The Union wants to make clear and certain that it is understood that retired insurance coverage is only requested and negotiated for in order to assist the retired employee to live with dignity and protection. The monthly two hundred and fifty (\$250.00) dollars toward insurance is not intended to supplement the pension if there is no insurance coverage, it is only requested if coverage that is a cost to the retired employee is in effect.

Police Employees retired on or after January 1, 2015; shall receive three hundred (\$300.00) dollars monthly toward the premium for the group rate for insurance coverage commensurate with that in effect for employees on active duty.

Employees hired after January 1, 2012, shall not be eligible for the post-retirement health care benefit.

#### **Section 18 Disability Income Protection**

The Township agrees to provide and maintain a program of disability income protection to all eligible employees subject to this Agreement. Said program will provide benefits to the employee effective the 31<sup>st</sup> day after the occurrence of a non-occupational accidental bodily injury or sickness and results in the inability of the employee to engage in his occupation as a Police Officer. The benefits paid to such employee shall equal fifty percent (50%) of the respective employee's gross monthly salary computed on said employee's base salary. Said disability payment shall be capped at thirty-six (36) months.

##### **Section 18.1 Disability Income and Social Security**

Should an employee be eligible for any social security benefits, the disability payments recited in Section 18 shall be reduced to the extent that the total benefits obtained by the employee through social security payments and disability income payments shall not exceed seventy percent (70%) of the employee's gross monthly salary calculated on the employee's base salary rate in existence at said time.

##### **Section 18.2 Disability Income and Sick Leave**

An employee shall not be required to use any accumulated sick leave days if he qualifies for or receives any payments pursuant to the disability income protection insurance, but said employee may elect to do so, at which time, any disability payments made to the employee during such time as the employee receives his base salary rate as a result of the use of his sick leave will be paid over to the Township.

##### **Section 18.3 Disability Income Payments "Net Amount"**

Any payments made pursuant to the disability income protection shall be a "Net Amount" paid to the employee and shall not be subject to withholding, except as recited in Section 18.1 herein.

##### **Section 18.4 Disability Income and Insurance Coverage**

Any employee receiving disability income payment as provided for herein, shall nevertheless retain all other insurance coverage provided for in this agreement to any other Employee.

#### **Section 18.5 Off Duty Injury**

- A. In the event that a member of this department is injured while in an off-duty status, and the injury requires hospitalization or extensive medical treatment, the member shall notify the Chief of Police or the official then in charge.
- B. When a member is on sick leave as a result of an off-duty injury, he shall not engage in any outside employment.
- C. When an injured member is able to return to duty, he shall first be examined by a physician who will confirm the member's ability to return to duty.
- D. Healthcare shall be limited for non-work related injuries to thirty-six (36) months.

#### **Section 19 Loss of Insurance Coverage**

In case of an employee's absence from work due to lay-off or leave of absence other than occupational injury or non-occupational accident injury or sickness, the Township shall not be obligated to pay for any insurance coverage for such employee beyond the end of the month in which such absence begins. When such employee returns to work, all insurance coverage for said employee will recommence as of the first of the month following said employee's return to work.

#### **Section 20 Pension Employee Contributions**

No pension contribution shall be required of bargaining unit members unless Act 205 Actuarial Study demonstrates the necessity for such contribution, either to maintain the actuary status of the plan, or to cover an increase in the MMO results from an improvement in benefit structure. If contributions become necessary, the percentage level of such contributions shall be the minimum necessary to meet Act 205 and Act 600 requirements and in any event, they shall not exceed the level authorized by Act 600. (This is in compliance with AAA File No. 55-390-0218-93, February 18, 1994, Carl F. Stoltenberg, Arbitrator.)

Pensions shall be calculated on the base wage of all police officers hired on or after January 1, 2018.

The ten (10) year certain provision outlined in the police pension plan document will be eliminated to comply with state law with the exception of officers who are eligible for the benefit as of December 31, 2017.

##### **Section 20.1 Pension Calculations and Payments**

Upon retirement provided that the minimum required service has been attained, an employee shall receive fifty percent (50%) of his average monthly salary, including overtime and longevity computed on the last thirty-six (36) months of service.

#### **Section 20.2 Pension and Social Security**

Each employee shall contribute to social security by way of withholding and the Township shall contribute its employer contribution to social security so that each employee shall be eligible to collect social security payments upon reaching the required age for payment of social security benefits.

#### **Section 20.3 Pension and Social Security Offset/Integration**

A zero percent (0%) offset/integration factor of social security benefits is applied with relation to the benefits paid pursuant to the Pension Plan. There shall be no offset or reduction in pension benefits payable to the employee by virtue of the payment of social security benefits.

#### **Section 20.4 Widow's Pension**

The widow of any employee shall receive "Widow's Pension" as said term is defined in the existing pension program to the extent of fifty percent (50%) of the pension that would otherwise be payable to the retired employee. Said benefits shall contain a provision for an election to have a ten-year guaranteed payout of benefits, which is intended to benefit the spouse of retired married employees. (This section has been amended to comply with Pennsylvania Act 30, signed into law on April 17, 2003 and Amends Act 600.)

#### **Section 20.5 Pension Service Increments**

An employee, who has greater than twenty-five (25) years of service with the Township as a full-time Police Employee, shall be entitled to additional pension increments of two hundred dollars (\$200.00) per month commencing with the completion of the twenty-sixth (26) year of service.

#### **Section 20.6 Pension Vesting**

Employees with twelve (12) years of service shall be deemed to have vested in the Pension Program.

#### **Section 20.7 Pension Board**

The Township agrees that there shall be formed a five (5) member Pension Board, of which one (1) member shall be an active Police Officer, with voting rights. This board shall meet on the second Tuesday of the following months of each calendar year: January, April, July, and October. The Pension Board shall be responsible to review, investigate and recommend the best possible investment policy of the South Park Township Police Pension Fund so that, to the greatest extent possible, the maximum benefits are made available to all employees covered by this agreement and covered by the Pension Fund. A detailed report shall be made available to any and all employees with an interest in the fund within fourteen (14) calendar days after the Pension Board meetings.

#### **Section 21 Sick Leave Definition**

The Township and the Union understand and agree that sick leave is a benefit earned by service and is available when and if needed, and shall not be a right of taking such vacation.

#### **Section 21.1 Sick Leave Benefits**

All Current full-time Police Employees, including Lieutenants, Sergeants, and Patrolmen receive seventeen (17) workdays in each calendar year as sick leave. All sick leave days shall be applied on a workday basis.

All Junior Patrolmen shall receive five (5) workdays in the calendar year starting their first year of service and through fourth year of service, however, upon the start of their fifth year of service when reaching Patrolmen status, they shall receive the same sick leave benefits as all other full-time Police employees.

#### **Section 21.2 Sick Leave Notification**

Employees shall notify their immediate supervisor or the Officer In Charge of the previous shift at least one (1) hour prior to commencement of the employee's regular shift, that said employee will be on sick leave.

#### **Section 21.3 Sick Leave Doctor's Certificate**

Employees, who are on sick leave for four (4) or more consecutive work days shall be required to submit a doctor's certificate upon returning to work, said certificate must also indicate that the employee is able to return to work without any limitations.

#### **Section 21.4 Sick Leave Accumulation**

All full time Police employees shall be permitted to accumulate 130 sick days to their date of retirement. Any sick leave day accumulated above the specified number may be credited to an escrow account in accordance with section 21.9 or sold to the Township at rate of 50% of the employee's base salary rate for that year. By December 20th of each calendar year every employee with sick days above the maximum accumulation shall report to the Township their intentions of placing the excess days into escrow account and/or the return of the excess sick days to the Township for payment. Any payment due to the employee will be made in the first pay period of the succeeding year. If no indication is made by the employee as to the option desired, all accumulations will be placed in an escrow account, in accordance with Section 21.9.

#### **Section 21.5 Sick Leave "Use of for other than Employee Sickness"**

An employee to accommodate maternity needs and other serious illness and emergency situations occurring in his immediate family will use the following, with the expressed approval of the Chief of Police:

- A. First the employee must use any accumulated compensatory time.
- B. In the absence of compensatory time, or if additional time is needed vacation time will be used.

C. Third, if insufficient vacation days are available. Personal days will be used.

D. If all of the above are exhausted, then sick leave may be used.

E. Last, if all of the above are exhausted, then use of sick day escrow accumulation may be used in accordance with Section 21.9.

#### **Section 21.6 Sick Leave Upon Retirement**

Upon retirement, an employee shall be reimbursed for each and every accumulated sick leave day, which has been unused at the rate of sixty percent (60%) of the said employee's then base salary rate. In the event that a Police Officer dies prior to retirement, the accumulated sick leave, based upon foregoing formula shall be paid to the designated beneficiary of such Police Officer.

#### **Section 21.7 Sick Leave Bonus**

An employee who does not take a sick leave day during any consecutive one hundred eighty-two (182) day period (counting all days whether worked or not, but excluding the period in which the employee shall have been on disability resulting from a non-occupational accidental injury or sickness) shall be paid the equivalent of eight (8) hours of his then base salary rate. Said additional compensation shall be paid to the employee in the next regular pay subsequent to the completion of one hundred eighty-two (182) day period.

#### **Section 21.8 Sick Leave Reduction**

In the event an employee with one (1) or more years of service is absent for any reason, he shall be eligible for sick leave benefits so long as the absence is less than forty (40) workdays in any given calendar year. If the absence is in excess of forty (40) workdays and is for any reason other than occupational injury, sick leave benefits will be reduced one percent (1%) for each two (2) additional workdays that the employee is absent. Absence for purposes of this section shall not include any paid sick days, paid vacation days or any other paid days off pursuant to the terms of the Agreement.

#### **Section 21.9 Sick Leave Escrow Account**

All full time Police Employees shall be permitted to accumulate sick leave days over one hundred and thirty (130) days in an account set up for the employee. These sick leave days in escrow will be available to the employee as sick leave, if requested by the employee and approved by the Board of Supervisors of the Township. Approval of the Board of Supervisors is discretionary and shall only be given in unusual circumstances.

#### **Section 22 Uniform Allowance Maintenance and Firearms**

The Township will establish a Quartermaster System for the replacement of uniforms. The Township shall appoint a Quartermaster whom would allow each full-time employee to replace his uniform if approved by the Quartermaster in accordance with the uniform specifications established for the Union. Each employee would be allowed to replace uniforms to a maximum of six hundred

(\$600.00) dollars per employee per year. All equipment and uniforms purchased shall be made from a Township-approved vendor.

Effective this date herein, the Township has agreed to purchase a bulletproof vest for all Police officers who desire to wear one. Replacements of vests will be one of systematic purchase schedule retained by the Chief of Police whereby the replacement will be based on the manufacturer's warranty and/or accidental damage. All Police Employees hired hereinafter shall be supplied a full complement of uniforms (winter and summer) as approved by the Township. The year in which the employee is hired and year after his date of hire the employee would not be eligible for replacement of uniforms as through the quartermaster system except to replace uniforms damaged in the line of duty.

The Township shall purchase and provide to all employees an appropriate firearm based on the recommendation of the firearms officer and in accordance with a training program approved by the Board of Supervisors and recommended by the Firearms Officer. All Police Employees shall be issued and trained with an appropriate firearm. South Park Township shall retain the ownership of the pistols that they purchase.

#### **Section 23 Travel Allowance**

All employees required to use their personal vehicle or public transportation to travel on business of the Township will be reimbursed at the rate approved by the Internal Revenue Service per mile and parking costs, where applicable, in case of the use of their personal Vehicle or will be reimbursed the cost of public transportation.

#### **Section 24 Educational Police Training**

Any employee wishing to voluntarily attend any school or training program to further his police career may do so but only with the expressed written authorization of the Chief of Police and the Township Manager in accordance with the policy set forth by the Board of Supervisors. The Board of Supervisors is the sole and exclusive discretion may authorize payment or reimbursement to the employee for the costs for attending such school or training program. When any employee is either directed or given permission to attend any school or training program, the hours and the days wherein said employee is attending such classes or programs, shall be construed as hours worked and the employee shall be paid his base salary rate. In addition thereto, said employee shall be compensated for travel expenses in accordance with Section 23, and compensated six (\$6.00) dollars for lunch if said class or training program required morning and afternoon attendance.

#### **Section 25 Educational Incentive Pay**

Each employee awarded a degree from an accredited college or university will be paid the following additional compensation, payment of this stipend shall be made on or before December 31st of each calendar year.

A. Associate Degree	\$200.00 annually
B. Bachelors Degree	\$300.00 annually
C. Masters Degree	\$500.00 annually

In addition, the Township is offering a one thousand dollar (\$1,000) one-time bonus for members who are awarded an Associate's Degree after the effective date of this contract (January 1, 1997) from an accredited college in related subjects.

#### Section 26 Nondiscrimination

Neither the Township nor the Associate shall discriminate against any employee for employment covered by this Agreement on account of race, sex, color, religious creed, national origin or age. The use of the male gender of nouns or pronouns in this agreement is not intended to describe any specific employee or group of employees but is intended to refer to all employees regardless of sex.

#### Section 27 Occupational Injury "Workers Compensation"

When the Township and an Officer agree that the officer was injured and is temporarily totally disabled due to work-related accident or illness, the Officer shall seek any benefits offered through the Township's workers' compensation carrier. Monies payable to the Officer from this carrier shall be endorsed over to the Township which will provide all of the benefits available to officers under Pennsylvania Heart and Lung Act. Any disputes regarding entitlement to Heart and Lung Act benefits will be subject to the Grievance Procedure. Resolutions of these disputes through the Grievance Procedure is not to be based upon the "just cause" standard, but is to be based upon the standard established by Pennsylvania Appellate Case Law interpreting the Heart and Lung Act.

##### Section 27.1 On Duty Injury

- A. Any member of this department who in the course of performing his official duties, injures himself, shall immediately notify the official in charge. The member shall then complete an incident report listing the incident as "Injured Employee". The member shall provide the detailed facts surrounding the injury. In the event the member is unable to complete an incident report due to hospitalization or other circumstances, it shall then be the responsibility of the Officer in Charge to complete the incident report.
- B. When a member of this department required medical attention as a result of an on-duty injury, he shall be transported to a hospital.
- C. When a member is injured but does not require hospitalization and is capable of performing his duties, the member shall return to duty after seeking medical treatment as soon as possible.
- D. The below listed notification shall be made by the Officer in Charge any time a member is seriously injured and/or hospitalized:

- 1. Chief of Police, who will notify all other top officials
- 2. Member's next of kin
- E. When a disabled member is able to return to duty, he shall first be examined by a physician who will confirm the member's ability to return to active duty.
- F. In no event shall a member who is on sick leave as a result of an on-duty injury and receiving compensation from the Township engage in any outside employment or participate in sports or strenuous work that may impair or jeopardize recovery from the original injury.

#### Section 27.2 Exposure to Communicable Diseases

In the event that a member, while in the performance of his official duties, comes in contact with any person who has a known or suspected communicable disease, the member shall immediately be transported to the nearest hospital for medical treatment. After treatment the member shall then complete an incident report listing the incident as contact with communicable disease.

#### Section 28 Unemployment Compensation

The employer agrees to make the required contributions to the Unemployment Compensation fund of the Commonwealth of Pennsylvania to cover all employees under this Agreement for benefits under the Pennsylvania Unemployment Compensation Law.

#### Section 29 Police Officer's "Bill of Rights"

- A. When an anonymous complaint is made against a Police Officer and no corroborative evidence is obtained the complaint shall be classified as unfounded.
- B. When any citizen complaint is filed greater than ninety (90) calendar days after the date of the alleged event complained of, which if true, could not lead to criminal charges, such complaint shall be classified as unfounded and the accused employee shall not be required to submit a written report, but shall be notified orally or in writing of such claim.
- C. A Police Officer, whether a subject or witness, must be informed of the nature of the interrogation at the outset of the interrogation.
- D. If the interrogated Police Officer writes a statement, a transcript is taken, or mechanical record made, a copy of same must be given to the interrogated Police Officer, without cost, upon request.
- E. If any Police Officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

- F. At the request of any police officer under interrogation, he shall have the right to be represented by the Union representative who shall be present at all times during the interrogation. The interrogation shall be suspended for a reasonable time until representation can be obtained.
- G. Unless agreed to by the officer, the Township shall not make any public comment on the reason for any disciplinary action brought against any officer.

#### **Section 30 General Provisions**

This Agreement is subject in all respects to the laws of the Commonwealth of Pennsylvania with respect to the powers, rights, duties, and obligations of the Township, Union and Employees in the Bargaining Unit. Further, this Agreement is subject to any and all of the provisions of the Second Class Township Code and the Code of Ordinances of the Township of South Park as the same relates to Police employees.

#### **Section 31 Separability and Savings Clause**

If any article or section of this agreement should be held invalid by operations of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement or the application of such section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restricted as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the Township for the purpose of arriving at a mutually satisfactory replacement, either party may request that the matter be arbitrated under same terms of Section 10.

#### **Section 32 Functions and Duties of Police Department**

- A. The primary and foremost function of this department is to safeguard the lives and protect the property of all persons within the boundaries of the Township of South Park. This department is responsible for the preservation of public peace, the enforcement of the laws, statutes and ordinances of the United States Commonwealth of Pennsylvania and the Township of South Park. The apprehension of violators of those laws, statutes and ordinances and the maintenance of safe and orderly flow of vehicle traffic and pedestrians on public thoroughfares.
- B. Members of this department shall possess and exercise full police authority on land, water and air within the territorial boundaries of the Township of South Park except
  - 1. on land water and air owned and/or occupied by the United States Government for military, postal or other purposes;
  - 2. as limited by applicable law.

#### **Section 33 Military Leave**

Within twenty-four (24) hours after receiving orders, members requiring military leave for annual training shall notify the Chief of Police of their need for military leave and the inclusive dates. A copy of military orders will be supplied to the Chief of Police prior to leave.

#### **Section 34 General Conduct of Members**

Members of this department shall conduct their public and private affairs in a manner that is beyond reproach and shall not be a discredit to themselves or this department.

##### **Section 34.1 Obedience to Laws**

No member of this department shall willfully violate any federal, state or local law, statute or ordinance.

##### **Section 34.2 Courtesy**

Members of this department shall be courteous to the public. Members shall be tactful in performance of their duties, shall control their behavior and exercise the utmost patience and discretion and shall not engage in argumentative discussions even in the face of extreme provocation.

In the performance of their duties, officers shall not use coarse, violent, profane or insolent language or gestures and shall not express any prejudice concerning race, religion, politics, national origin, lifestyle or similar personal characteristics. In the performance of their duties, officers must maintain a neutral and detached attitude without indicating disinterest or that a matter is petty or insignificant, including verbiage used in radio transmission.

##### **Section 34.3 Reporting for Duty**

Members of this department shall report for duty at the time and place required by assignment or orders and shall be physically and mentally fit to perform their duties. They shall be properly equipped and cognizant of their information required for the proper performance of duty so that they may immediately assume their duties. Judicial Subpoenas and District Court Notification shall constitute an order to report for duty under this section.

##### **Section 34.4 Derogatory Language**

Members of this department shall not resort to the use of any curse, profane or insulting language toward the general public.

##### **Section 34.5 Use of Alcohol on Duty**

A. Members of this department shall not consume intoxicating beverages while in uniform or on duty except in the performance of plain-clothes investigative duty and while acting under proper and specific orders from an official.

- B. Members of this department shall not appear for duty or be on duty while under the influence of intoxicants to any degree whatsoever or with an odor of intoxicants on their breath.

#### **Section 34.6 Possession and Use of Drugs**

No member or civilian employee of this department shall possess or use any controlled substance, narcotic or hallucinogen except when prescribed by a physician for an illness or injury. Officer or civilians experiencing adverse physical or emotional effects from any prescribed medication should notify the supervising official in charge immediately.

#### **Section 34.7 Sleeping on Duty**

No member of this department shall sleep while on a tour of duty.

#### **Section 34.8 Gambling**

No member of this department shall engage in any game of chance, card playing or gambling while on duty unless authorized to do so in the performance of official responsibilities.

#### **Section 34.9 Personal Appearance**

A. Members of this department while on duty shall wear uniforms or other clothing in accordance with established departmental procedures.

B. Except when acting under proper and specific orders from a superior officer, officers on duty shall maintain a neat, well-groomed appearance and shall style their hair according to the following guidelines:

1. Hair must be clean, neat and combed. Hair shall not be worn longer than the top of the shirt collar at the back of the neck when standing with the head at normal posture. The bulk or length of the hair shall not interfere with the normal wearing of all standard head gear.
2. Wigs or hairpieces are permitted if they conform to the above standards for natural hair.
3. Sideburns shall be neatly trimmed and rectangular in shape and shall not be lower than the ear lobe.
4. Officers shall be clean-shaven except that they may have mustaches, which shall be neatly trimmed.

#### **Section 34.10 Unions**

Members of this department shall avoid regular or continuous associations or dealings with persons whom they know, or should know, are persons under criminal investigation or indictment or have a reputation in the community or the department or present involvement in felonious or criminal behavior, except as necessary for the performance of official duties or where unavoidable because of the personal relationships of the officers.

#### **Section 34.11 Employee Participation and Political Activity**

It is the policy of this department that no member shall engage in a local, state or federal political activity as a representative of this department.

##### **A. Officers shall be permitted to:**

1. register and vote in any election
2. attend political conventions, rallies, fund raising functions
3. actively engage in any non-partisan political functions
4. sign political petitions as individuals
5. make financial contributions to political organizations
6. hold membership in a political party and participate in its functions to the extent consistent with section 904 and 905 of August 5, 1941, PL752 as amended, containing provisions governing political activity and assessments
7. otherwise participate fully in public affairs except as provided by law to the extent that such endeavors do not impair a neutral and efficient performance of official duties or create real or apparent conflict of interest

##### **B. Officers are prohibited from:**

1. using their official capacity to influence, interfere with or affect the result of an election
2. assuming active roles in the management organization or financial activities of partisan political parties, campaigns or clubs
3. serving as officers of partisan political parties or clubs
4. becoming candidates for or campaigning for partisan elected public office
5. soliciting votes in support of, or in opposition to, any partisan candidates/issues
6. serving as delegates to a political party convention
7. initiating or circulating a partisan nomination petition
8. organizing, selling tickets to or actively participating in a fund raising function for a partisan political party or candidate
9. otherwise engaging in prohibitive partisan activities as set forth in the State Civil Service Act

#### **Section 34.12 Smoking and Tobacco Use**

Members of this department, all sworn and civilian personnel are prohibited from the use of tobacco products while in the police building and/or in the police cars. This policy will also include while in the performance of your police duties.

##### **A. Smoking area may be designated by the Chief of Police by a departmental order.**

#### **Section 34.13 Conduct Towards Superior Officers**

A member or employee shall address superior officers by title or rank at all times while on duty and in the presence of others.

A member or employee shall render the proper respect to superior officers. The use of indecent, profane, insolent or uncivil language to superiors by any member or employee is prohibited.

A member or employee shall not, under any circumstances, criticize or speak degradingly to other members of his department or to persons outside of the department regarding instructions, orders or actions issued or performed by a superior officer.

No member or employee shall be insubordinate to any superior officer or supervisor or to one in duly constituted authority.

A member or employee shall be considered insubordinate when he is unwilling to submit to authority or willfully disobedient to an order lawfully issued by a superior officer or one in duly constituted authority or uses any disrespectful, mutinous, insolent or abusive language towards a superior officer, or supervisor or one in duly constituted authority.

#### **Section 34.14 Violation of Rules and Conduct**

A violation of any of the rules of conduct contained in this section or any other section of this manual shall be sufficient cause for disciplinary action to be taken by the Chief of Police in accordance with the rules and regulations of the Policy and Procedure Manual of the Township of South Park. Disciplinary action may constitute the following:

1. oral reprimand
2. written reprimand
3. internal suspension
4. external suspension
5. extended probation
6. reduction in rank
7. dismissal from the department

#### **Section 34.15 Removals**

No persons employed by the South Park Township Police Department shall be suspended, removed or reduced in rank except for the following reasons:

1. Physical or mental disability affecting his ability to continue in service in which case the person shall receive an honorable discharge from the service
2. Neglect or violation of an official duty

3. Violation of any written rule, regulation or procedures of the manual set forth by the Chief of Police or Board of Supervisors

4. Violation of any law of the Commonwealth of Pennsylvania, which provides that such violation, constitutes a felony

5. Inefficiency, neglect, intemperance, disobedience of orders or conduct unbecoming an officer

6. Intoxication while on duty

7. Willful misstatement, falsification or concealment on application

A. Any time an officer faces disciplinary action except for an oral and/or a written reprimand, he shall receive a departmental hearing before the Chief of Police and the Township Manager and/or the Assistant Township Manager to establish any further action.

Note: An officer under review must have a union representative present at the hearing.

B. No persons employed by the Police Department shall be suspended, removed or reduced in rank on account of race, sex, color, religious creed, age, national origin or political reasons.

C. The Chief of Police or in the absence of the Chief, the Deputy Chief of the Police Department, may suspend an employee in the Police Department for a period not to exceed thirty (30) working days. The Chief of Police or the Deputy Chief of the Police Department may recommend to the Board of Supervisors, suspension of employees in the Police Department for periods in excess of thirty (30) days and may also recommend reduction in rank or removal.

All disputes between the parties regarding the interpretation or applications of the provisions of this manual shall be settled in accordance with the Grievance Procedure set forth in agreement between the Township of South Park and the Union.

#### **Section 34.16 Procedures Governing Emergency Suspensions and Misconduct Complaints**

The following personnel have the authority to impose emergency suspension until the next business day against a member or employee when it appears that such action is in the best interest of the department:

1. Any commanding officer as defined herein
2. Chief
3. Deputy Chief
4. Lieutenant
5. Sergeant (concurrence with the Chief of Police or Deputy Chief in the absence of the Chief)

6. Temporary Acting Sergeant (concurrence with the Chief of Police or Deputy Chief in the absence of Chief)
7. OIC Patrolmen (concurrence with the Chief of Police or Deputy Chief in the absence of the Chief)

A member or employee receiving emergency suspension shall be required to report to the Chief of Police on the next business day at 9:00 A.M. unless otherwise directed by competent authority.

The command or supervisory officer imposing or recommending the suspension shall also report to the Chief of Police at the same time.

Whenever disciplinary action is taken or recommended (except for oral reprimand) a written report must be submitted immediately containing the following information:

1. The name, rank and present assignment of the person being disciplined.
2. The dates, times and locations of the misconduct.
3. A complete statement of the facts of this misconduct.
4. The punishment imposed or recommended.
5. The written signature and rank of the preparing officer.

The report shall be distributed as follows by the officer imposing or recommending disciplinary action:

1. Original to the Chief of Police
2. Board of Supervisors
3. Manager
4. Copy retained by officer imposing or recommending the action
5. The appropriate Union Representative

The member or employee being disciplined shall be informed of the charges and penalties assigned at the time such action is taken. Whenever any command or supervisory officer observed or is informed of the misconduct of any other member or employee which indicates the need for disciplinary action, he shall take authorized and necessary action and render a complete report of the incident and his actions to his commanding officer.

Complaints by citizens against members or employees of this department shall be processed in the following manner:

During normal business hours refer such complaints to the Chief of Police who will assign an officer to investigate.

At other times, notify the Officer in Charge who will either receive and investigate the complaint himself or instruct the supervisor to investigate the complaint.

If, in the opinion of the Officer in Charge, the incident is of sufficient gravity, he shall notify the Chief of Police regardless of the hour. In addition, he shall take any immediate action necessary to preserve the integrity of the department until the arrival of the Chief.

The officer assigned the investigation of an alleged act of misconduct on the part of a member or an employee of this department shall conduct a thorough and accurate investigation. Such investigation shall include formal statements from all parties concerned when necessary and pertinent, the gathering and preservation of any physical evidence pertaining to the case and all other information bearing on the matter. Alleged acts of misconduct must be investigated and the results of the investigation must be reduced to a written report in conjunction with the current police contract.

The investigating officer shall summarize the pertinent facts including:

1. An abstract "summary" of the complaint or alleged act of misconduct.
2. Pertinent portions of the statements of all parties to the incident.
3. A description of the incident, physical evidence and other evidence important to the case.
4. The observations and conclusions of the investigating officer.
5. One of the findings listed below will be included in the report of the investigation of an alleged act of misconduct.
6. UNFOUNDED: The investigation indicates that the facts complained of did not occur or failed to involve police personnel.
7. EXONERATED: Acts did occur but were justified, lawful and proper.
8. NOT SUSTAINED: Investigation fails to discover sufficient evidence to clearly prove or disprove the allegations made in the complaint.
9. SUSTAINED: Investigation discloses sufficient evidence to clearly prove the allegations made in the complaint.
10. NOT INVOLVED: Investigation establishes that the individual receiving this "Report of Findings" was not involved in the alleged incident.

#### **Section 34.17 Procedures on Appeals**

If any member shall demand a hearing before the Board of Supervisors of South Park Township on a removal, suspension or reduction in rank, if written answers to the charge are filed with the Manager, it shall be the duty of the Manager to promptly file such answers, or a copy thereof, with the Chairman of the Board of Supervisors of South Park Township.

#### **Section 34.18 Contract Police Services**

Future Reference

#### **Section 35 In-Service Training**

The routine training conducted within the organizational structure of the South Park Township Police Department, in-service training shall consist of the following:

1. Firearms Qualifications
2. First aid training
3. AED quarterly training
4. CPR training
5. Training films
6. Departmental training session
7. ASP baton certification
8. OC/N certification

In-service training will be conducted when possible on the officer's duty time unless otherwise approved by the Chief of Police.

#### **Section 35.1 Mandatory Police Training**

The Municipal Police Officer's Educational and Training Commission was established to help upgrade the professional police service in Pennsylvania through uniform training for police officers. The training is mandatory and unless satisfactorily completed will cause the police officer to lose his certification as a police officer. The total number of hours required under the mandatory training structure is adjusted yearly.

The courses established for mandatory training are standardized throughout the Commonwealth of Pennsylvania and the topics change from year to year.

All officers will be scheduled for the mandatory training classes and are mandated to attend and successfully complete the prescribed course of study.

#### **Section 35.2 Training Requests**

Every police officer is permitted at any time to submit in writing to the Training Officer his request to attend a school or seminar to further educate the officer.

The training request will be submitted in advance of the scheduled training date and will provide the following information:

1. Name of the officer requesting attendance
2. Type of training seminar/class requested
3. Location of the training
4. Tuition costs
5. Cost and transportation or need for transportation
6. Room and board cost, if applicable
7. Date you will require leave to attend
8. Attachment to your request of a bulletin or flyer explaining the class, if available.

All requests for training will be evaluated on an individual basis and the current needs of the officer or department with regard to the specific training you are requesting.

The Training Officer will submit to the Deputy Chief of Police, in writing, his opinion as to whether the request is valid and further action should be initiated to grant the officer's request.

#### **Section 35.3 Responsibilities of an Officer Attending a Training Seminar/School**

1. Upon completion of the officer's attendance in an approved training seminar/school, the officer will provide a written report of the highlights of his training to include any changes in the law or procedures for handling specific situations.
2. The officer will duplicate any handout materials that he feels may be relevant and important to be distributed to further educate our officers.
3. If an officer attends a one-day seminar/school at a minimum, he will provide a one-page type written overview of his course for approval and distribution to the department.
4. If a training course is longer than one day, the officer will be responsible for providing a one-page type written overview for each day that he attends.
5. The officer should be prepared from his training that, should he be requested to do so, he will be able to instruct officers from the material he has obtained.

We are not able to send each and every police officer to school. So it will be the responsibility of the officer who receives the formal training to bring back and distribute as much important and relevant material to his fellow officers.

#### **Section 36 Drug and Alcohol Abuse - Statement of Need**

South Park Township Police Department has a strong commitment to the health, safety and welfare of its employees, their families, and the public. Widely available statistics and information establish that the incidence of drug and alcohol abuse is increasing and that the effect is devastating to lives and the public at large. South Park Township Police Department is concerned that due to the potential for abuse among some of our employees, the safety of our employees and the general public could be endangered. Our commitment to maintaining a safe and secure workplace requires a clear policy and supportive program relating to the detection, treatment, and prevention of substance abuse by employees.

#### **Section 36.1 Drug and Alcohol Abuse - Goal**

It is the goal of South Park Township Police Department to provide a safe workplace by eliminating the hazards to health and job safety created by alcohol and other drug abuse. We believe this goal to be in the best interest of our employees and the public.

#### **Section 36.2 Drug and Alcohol Abuse - Scope**

This policy applies to all employees of South Park Township Police Department while on the job and to situations where an employee's off-the-job conduct impairs work performance or undermines the public confidence in, or harms the reputation of South Park Township Police Department.

Although the South Park Township Police Department has no intention of intruding into the private lives of its employees, we recognize that involvement with alcohol or other drugs off the job eventually takes its toll on job performance. Our concern is to assure that employees report to work in condition to perform their duties safely and efficiently in the interest of their fellow workers and the public as well as themselves.

#### **Section 36.3 Drug and Alcohol Abuse - Policy Statement**

1. The South Park Township Police Department will not tolerate or condone substance abuse. It is the policy of the department to maintain a workplace free from alcohol and other drug abuse and its effects.
2. It is the policy of South Park Township Police Department that employees who engage in the use or possession of illegal drugs or controlled substances, or who offer to buy or sell such substances; the use of alcohol during work hours; or the abuse of prescribed drugs will be subject to disciplinary action up to and including termination.
3. It is the policy of South Park Township Police Department to commit the resources necessary to achieve and maintain a drug and alcohol-free environment. The department expects the full support of this policy by all employees.

#### **Section 36.4 Drug and Alcohol Abuse - Procedure**

To provide a safe drug and alcohol-free working environment, the department will:

1. Establish definitive rules and regulations.
2. Provide increased awareness through training, education, and communication on the subject of alcohol and other drug abuse.
3. Recognize that there may be employees who have an alcohol or other drug problem and stand willing to assist in the resolution of that problem by encouraging employees to seek help through employee assistance programs.

In addition, the South Park Township Police Department may take any or all of the following actions:

1. Conduct alcohol and other drug screening tests both prospective to and during employment.
2. Inspect persons and their property in our employ.

#### **Section 36.5 Drug and Alcohol Abuse - Department's Responsibility**

As a responsible employer and member of the community, the department will:

1. Create an awareness in employees and their families of the impact of substance abuse.

2. Administer programs that consider employee rights, are positive in their intent, and are within legal boundaries.
3. Support the establishment of programs to assist employees with alcohol and other drug abuse or dependency problems.
4. Utilize all channels and resources available to it to educate and increase the awareness of employees and the general public.
5. Support local and national efforts to combat alcohol and other drug abuse and its effects.

#### **Section 36.6 Drug and Alcohol Abuse - Employee Responsibility**

South Park Township Police Department believes that each employee has the responsibility to:

1. Report to work at all times free of alcohol or other drugs and their effects.
2. Participate in and support department-sponsored drug and alcohol education programs.
3. Seek and accept assistance for alcohol and other drug abuse related problems before job performance is affected.
4. Support the South Park Township Police Department's efforts to eliminate alcohol and other drug abuse among employees where it exists.

#### **Section 36.7 Drug and Alcohol Abuse Policy - Implementation**

South Park Township Police Department will be responsible for establishing and implementing detailed policy and procedures specific to its needs, in support of this policy. Each of these policies is subject to central review for consistency with the department's policy.

### **Section 37 Policy on Employee Assistance Program - Statement of Need**

South Park Township Police Department has a strong commitment to the health, safety and welfare of its employees, their families and the public. The department recognizes that a variety of personal problems, such as emotional distress, family problems, alcoholism and drug abuse, can be devastating to lives and the community at large. Most people solve their problems either on their own or with the advice of family and friends; however, the department recognizes that sometimes people need professional advice.

#### **Section 37.1 Policy on Employee Assistance Program - Goal**

It is the goal of South Park Township Police Department to establish an employee assistance program to help and encourage those employees in need of professional assistance to use it.

#### **Section 37.2 Policy on Employee Assistance Program - Scope**

This program applies to all employees who are covered under any of the various health and welfare programs to which the department contributes.

While the department has no intention of intruding into the private lives of its employees, we recognize that personal problems may eventually take their toll on job performance. Our concern is to assure that employees report to work in condition to perform their duties safely and efficiently in the interest of their fellow workers, themselves and the public.

#### **Section 37.3 Employee Assistance Program - Policy Statement**

1. It is the policy of South Park Township Police Department to establish, implement and support employee assistance programs that will assist employees to resolve problems, such as emotional distress, family problems, alcoholism, and drug abuse, recognizing these problems may adversely affect employee's personal health, family and job performance.
2. It is the policy of the department to commit the resources necessary to support the employee assistance program.
3. This policy will not exempt employees from job performance requirements.

#### **Section 37.4 Employee Assistance Program - Procedure**

South Park Township Police Department employee assistance program will operate within the following framework:

1. Employee's current jobs and future advancement will not be jeopardized by using the EAP's services.
2. As with all health and personnel documents, the EAP's records will be maintained in a confidential manner.
3. Where applicable and available, sick leave may be used for treatment and rehabilitation on the same basis as for other health problems.
4. Supervisors and managers are responsible for confronting employees about unsatisfactory as well as acceptable but deteriorating performance, and referring such employees to the EAP when appropriate.
5. Employees will be responsible for correcting unsatisfactory performance and maintaining acceptable performance.

#### **Section 37.5 Employee Assistance Program - Implementation**

South Park Township Police Department will be responsible for establishing and implementing detailed policy and procedures, specific to its needs, in support of this policy. Each of these policies is subject to central review for consistency with the department policy.

The South Park Township Police Department, being a function of the Township of South Park Municipal Government, providing Police Services for the health, welfare and safety of the public and all residents of South Park Township.

Because South Park Township Police Department provides Police Service to the general public, it cannot tolerate the threat to public safety of alcohol and other drug abuse by its employees. Consequently, the South Park Township Police Department has a strict and emphatic policy, communicated explicitly to its employees, against alcohol and other drug abuse, with stringent remedial action for violation.

South Park Township Police Department will not hire or retain employees who use, possess, or sell drugs, or allow workers in the workplace whose use of legal substances such as alcohol or prescription drugs interfere with safety or performance. Employees are subject to inspection and under certain conditions, to drug and alcohol testing. If South Park Township Police Department determines than an employee has violated its substance abuse policy, that employee is subject to remedial actions up to and including termination.

Employees are subject to remedial action if it is confirmed that substance abuse is injuring job performance, if they are unlawfully in possession of drugs, if they are exhibiting signs of impairment from substance abuse, or if they are involved in an accident at work that reasonably raises the presumption of substance abuse.

If an employee tests positive under quantitative chemical standards, or is found to possess drugs, the individual must undergo a mandatory medical evaluation. If treatment is indicated, employment is conditioned upon accepting and completing treatment. Also, if an employee uses alcohol or other substances to an extent that interferes with job performance or safety, the individual will be relieved of duty and sent home pending disciplinary action.

Because South Park Township Police Department and the Township of South Park recognize that substance abuse is a disease, it holds a constructive policy emphasizing education, prevention and rehabilitation over punitive action. The South Park Township Police Department encourages participation in recognizing community-based and supported programs for the overcoming of this disease. Employees who seek treatment may use employer provided health insurance, which provides access to alcohol and other drug treatment programs, and the Township will not keep records of employees who use these benefits.

South Park Township Police Department employees who seek treatment can contact the Peer Contact Officer for a confidential referral to an Employee Assistance Contact. The Peer Contact Officer will notify the Chief of Police.

#### **Section 38 Drug Testing Policy**

The South Park Township Police Department has a legal responsibility and management obligation to ensure a safe work environment, as well as a paramount interest in protecting the public by

ensuring that its officers have the physical stamina and emotional stability to perform their assigned duties.

The abuse of drugs or chemical substances is illegal and counterproductive to the good order and reputation of the police department and will not be tolerated. Officers must have physical coordination and unimpaired judgment to react prudently and effectively to the demands of the police service.

#### Section 38.1 Drug Testing Policy - Purpose

This order states Police Department Policy relative to the use of narcotics, illegal drugs and the abuse of legally prescribed drugs by any member of the South Park Township Department of Police and sets forth conditions in which drug tests will be required.

#### Section 38.2 Drug Testing Policy - Definitions

- A. The term Drug includes cannabis, narcotics, or controlled substances as defined under the Pennsylvania Crime Code Controlled Substance, Drug, Device, and Cosmetic Act.
- B. The term Drug Abuse includes the use of cannabis, narcotics, or any controlled substance, which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug.
- C. Reasonable Suspicion Standards - An apparent state of facts and/or circumstances found to exist by a supervisor, which would cause a reasonable intelligent person to believe the employee to be under the influence or a user of drugs or narcotics. The standards of reasonable suspicion is less than probable cause.

#### Section 38.3 Drug Testing Policy - General Rules

- A. The use of illegal drugs, cannabis, or non-prescribed controlled substances or the abuse of legally prescribed drugs or controlled substances by a member of the South Park Township Police Department is strictly prohibited.
  - B. Refusal by a police officer to take the required drug test shall be considered insubordination and will result in the immediate relief from his/her police duties pending disposition of any administrative action.
- Violation of this policy will result in disciplinary action.

#### Section 38.4 Drug Testing Policy - Mandatory Drug Testing

Mandatory drug testing is the submission of a urine specimen in order to test such samples for the presence of drugs.

Mandatory drug analysis will be conducted only upon the approval of the Chief of Police or Deputy Chief of Police under the following circumstances:

1. Based on reasonable suspicion citing specific instances when a member was incapable of performing his or her required duties or exhibited unusual work performance measures and/or behavioral traits.
2. At any time during the probationary period as defined by the working agreement between South Park Township and the South Park Township Police Union.
3. For counseling assistance programs or as a condition of disciplinary action due to prior drug abuse.
4. Prior to assignment to special units, i.e., narcotics unit, investigations unit, juvenile unit and traffic unit.
5. Random testing twice each year for personnel assigned to special units as listed above.
6. When an officer is scheduled for a physical examination to return to duty after an absence of four days or more which normally requires a physical examination and the officer has a record of excessive absenteeism.

#### Section 38.5 Procedures for the Ordering of Drug Testing in Cases of Reasonable Suspicion

1. A ranking officer (Chief or Deputy Chief) will be notified by the initiating supervisor of the circumstances leading to the request for a drug test.
2. If the request for a drug test is approved, the supervisor requesting the test will direct a memo to the Chief or Deputy Chief of Police indicating the circumstances of reasonable suspicion which formed the basis of the request. If the basis for the request includes infractions of the rules and regulations, a report will accompany the request explaining the infraction.
3. The memo will then be presented to the accused officer who will sign his or her name to the bottom of the report, indicating that they have read it. This signature will in no way be considered an admission of guilt, but only acknowledgment of the fact that the report was read. A copy of this report will be given to the accused officer.
4. An accused officer who refuses to submit to a properly required drug test shall be deemed insubordinate and charges shall be preferred by the requesting supervisor or other commanding officer and the accused officer will be transported home.
5. If the accused officer agrees to take the drug test, the officer shall complete and sign the drug testing consent form. If the accused officer is unable to read the consent form, the supervisor shall read it to the officer. A copy of the consent form will be given to the accused officer. The supervisor will retain a copy of the consent form.
6. A supervisor will transport the accused officer to the approved testing facility and will stand by until the test has been administered and will then transport the officer home. At the testing facility, the supervisor shall complete and sign the laboratory request form for the drug test indicating the name of the accused officer to be tested and the telephone number of the Chief of Police who is the person to be contacted when the results of the drug tests are available.

7. Upon completion of the drug test, a copy of all police reports will be forwarded through the chain of command to the Chief of Police.

#### **Section 38.6 Allegations of Miscellaneous Drug-Related Activity On or Off Duty**

Allegations of miscellaneous drug-related activity which would be considered reasonable suspicion requiring a drug test include but are not limited to the following:

1. Illegal sales, delivery, manufacture, purchase, or possession of drugs and narcotics.
2. Whenever the results of preliminary criminal investigation indicate a reasonable suspicion to believe that the accused officer is involved in illegal drug-related activity, or upon completion of the initial stages of an administrative investigation which indicates a reasonable suspicion to believe that the accused officer is personally using illegal drugs or is personally misusing or abusing legally prescribed or dispensed medications.
3. A reasonable suspicion exists when a person has a reasonable belief that an individual is under the influence of a drug or drugs which affect behavior, supportable by direct observation, articulate reasons, and common sense. The following in addition to the other evidence of suspected drug abuse may give rise to a reasonable suspicion to believe that an employee's physical or mental abilities to perform assigned duties and responsibilities are affected by drugs.

#### **Section 39 Outside Employment**

- A. Responsibility of This Department - All members of this department who engage in outside, secondary employment must understand that their primary responsibility and obligation is to this department. All members are subject to call-outs for emergencies, special assignments or extra duty. When such situations arise, they shall take precedence over any outside employment.

#### **B. Request - Distribution - Renewal**

1. Request: Request for approval outside employment shall be prepared in triplicate on the "Request for Outside Employment" form and submitted to the Chief of Police who recommends approval or rejection. The request is then forwarded to the Township Manager for review and approval.
2. Distribution:
  - a. Original - Department personnel file.
  - b. Photocopy - Municipal personnel file.
  - c. Photocopy - Employee.

#### **3. Renewal:**

Employees granted approval of an outside employment request shall submit a "Request for Outside Employment" form for renewal as follows:

- a. Annually, by January 31 of each year.
- b. Immediately upon any significant change in the specific duties outlined in the prior request.
- c. Limitations on Outside Employment - In no case may an employee accept outside employment in the following cases:
  1. If the circumstances of the employment are contrary to department policy.
  2. Duties in excess of twenty-four hours per week on scheduled workdays.
  3. Duties at locations where alcoholic beverages are served for profit.
  4. Duties as bail bondsman or recovering bail jumpers.
  5. Duties as a private security guard within the borders of South Park Township.
  6. Duties that result in a conflict of interest with the law enforcement profession.
- d. Enforcement - Officers must be aware that their job performance with South Park Township Police Department is a priority. If, during an officer's formal evaluation, it becomes apparent that an individual officer's job performance is not up to standard, then the officer may be required to decrease the amount of hours being spent or terminate their outside employment.

#### **Section 40 Job Stewards**

The Employer recognizes the right of the Union to designate Job Stewards and alternates. The authority of Job Stewards and alternates so designated by the Union, shall be limited and shall not exceed the following duties and activities:

- A. Investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
- B. Job Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business.

**Section 41 Effective Date**

The effective date of this Agreement for all terms, conditions and provisions contained herein shall be 12:01 A.M. on the 1<sup>st</sup> day of January, 2018, and shall continue in force and effect until 12:00 midnight on the 31<sup>st</sup> day of December, 2021. It is further agreed that on the request of either party hereto, the parties will meet at such time or times after July 1, 2021, for the purpose of negotiating a new agreement to be effective January 1, 2022. The purpose of such early meeting is in order to enable the parties to comply with the provisions of P.A. STAT. ANN., Tit. 43,217.3.

**SOUTH PARK TOWNSHIP**

**TEAMSTERS LOCAL UNION NO. 205:**

Warren J. Suckey  
Walter Chisholm  
Edward T. Dine  
Karen L. Lohof

Date: 11 - 12 - 18

Carl A. Bailey  
Carl A. Bailey, Secretary-Treasurer

Date: 10-20-18