

Agreement  
by and between

**LIBERTY BOROUGH**

And

**TEAMSTERS LOCAL UNION NO. 205**  
Representing the  
**POLICE DEPARTMENT EMPLOYEES**

**JANUARY 1, 2021**  
**TO**  
**DECEMBER 31, 2023**



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## **AGREEMENT**

THIS AGREEMENT is made and entered into this 1st day of October 2020, by and between Liberty Borough, Allegheny County, Pennsylvania, hereinafter referred to as the "Borough", or the "Employer", and the Service Personnel and Employees of the Dairy Industry Teamsters Local Union No. 205, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

### **ARTICLE NO. I (1) - RECOGNITION**

**Section 1:** The Borough of Liberty, Pennsylvania (hereinafter referred to as the "Employer" or "Borough" party), recognizes the Teamsters Local Union No. 205 (hereinafter referred to as the "Union" party), as the sole and exclusive representative for purposes of collective bargaining with respect wages, hours, and other terms and conditions of employment for all Police Department employees described herein.

**Section 2:** As used in these Agreement provisions, the term "employee" or "police officer" refers to those employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board, on November 20, 1995, at No. PF-R-95-213-W

### **ARTICLE NO. II (2) - NON DISCRIMINATION**

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

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

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

### **ARTICLE NO. III (3) - HEALTH INSURANCE**

**Section 1:** The Borough shall provide and pay the full cost of the same health insurance as provided to other full-time employees for the employee and their dependents.

### **ARTICLE NO. IV (4) - DUES CHECK-OFF**

**Section 1:** The Employer agrees to deduct monthly union dues and/or uniform assessments of the Local Union from the first pay 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 the deduction is made.

**Section 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 deductions of money for all Union dues under this Article.

#### **ARTICLE NO. V (5) - MANAGERIAL RIGHTS**

Except as expressly limited by applicable law, or provisions of this Agreement, the Employer shall have and retain, solely and exclusively, all managerial responsibilities which shall include, but not be limited to, the right to determine the policies of the Employer to establish, amend, or modify an overall budget; to establish, change, combine, or abolish job classifications or the job content of any classification; to reprimand, suspend, discharge for cause or otherwise relieve employees from duty; to hire, promote, demote, layoff, and recall employees to work; to control and regulate the use of machinery, equipment, and other property of the Employer to introduce new or improved techniques; to determine the number of types of employees required, and to direct the work force, except as restricted or limited by this Agreement or the Police Tenure Act.

#### **ARTICLE NO. VI (6) - SENIORITY**

**Section 1:** For part-time employees, seniority is based entirely upon years of service.

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

- A. Voluntary termination of employment, including retirements. A written resignation is deemed accepted when delivered to the Mayor. However, any oral resignation may be successfully withdrawn by the employee making it if he does so in writing and within twenty-four (24) hours from the time the employee makes his oral resignation.
- B. Discharge for just cause.
- C. When recalled from layoff, upon his failure to return to work within a period of one (1) week after the employee has received notification to so return. The employee must be given notice in writing by certified mail, return receipt requested. Certified mail notice sent to the employee's last known address, as maintained in the Employer's personal records, and which is returned to the Employer or the Employer's representative by the U.S. Postal Service as unclaimed, shall be deemed to have been served upon the employee on the last date of attempted service as shown on the mail return by the U.S. Postal service.
- D. Layoff in excess of two (2) years due to lack of work.
- E. Immediately upon the issuance of a final determination by a state or federal statutory agency that an employee is permanently and totally disabled from performing the work of a police officer.

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

**Section 4:** Probationary Employees - All new employees shall be considered probationary employees for a period of twelve (12) months from their most recent date of hire. During an employee's probationary period, he shall have no rights whatsoever under this Agreement, except for the right to be paid the probationary wage rate specified in Article No. VII (7), Section 1 hereafter. A probationary employee may be summarily dismissed during his probation at the sole discretion of the Employer without being subject to the grievance procedure defined herein. A probationary employee, upon completion of his probationary period, shall be entitled to seniority credited retroactive to his most recent Borough hire date.

**Section 5:** When an employee whose seniority has been broken by any of the above causes is hired again, he shall begin as a new employee of the Employer.

**Section 6:** Seniority of employees who are hired on the same day shall be determined by drawing of "lots".

**Section 7:** For purposes of this Article, and for definitional purposes throughout every Article of this Agreement, part time employees and / or part time police officers shall be defined as those police officers who are regularly scheduled for work less than forty (40) hours per week. The irregular or occasional scheduling of a part-time police officer for forty (40) hours per week, or more than forty (40) hours per week, shall not alter the part-time employee's status.

## **ARTICLE NO. VII (7) - COMPENSATION**

### **A. Wages**

#### **HOURLY WAGE RATES**

	<u>2021</u>	<u>2022</u>	<u>2023</u>
Full-time Patrolman	\$23.00	\$24.00	\$25.00
Part-time Patrolman	\$19.10	\$20.05	\$21.00

- B. A police officer required to appear as a witness for the Commonwealth of Pennsylvania or the Borough while off duty in connection with his official duties in any magisterial district hearing, or pre-trial hearings, shall be paid a minimum of two (2) hours. If the actual time spent by the police officer exceeds two (2) hours, then the police officer shall be paid at the appropriate rate of pay.

C. A police officer required to appear as a witness for the Commonwealth of Pennsylvania or the Borough while off duty in connection with his official duties in any court of record, whether criminal or civil, except for magistrate or pre-trial hearings, shall be paid a minimum of four (4) hours. If the actual time spent by the police officer exceeds four (4) hours, then the police officer shall be paid for such actual time worked in excess of the minimum four (4) hours, except if the police officer is required to report to Pittsburgh for Trial on a case at 9:30 a.m. or earlier on a particular day, then is ordered by a Judge or Assistant District Attorney to reappear for that same trial at 1:30 p.m. or later on that same day. In such instance, then the Police Officer shall be paid a minimum of eight (8) hours. All such hours shall be paid at the appropriate rate of pay. Officers shall be reimbursed for all parking fees and/or turnpike tolls actually incurred when attending any court hearings on behalf of the Borough of Liberty, provided the officers provide receipts for such fees and/or tolls to the Borough.

D. Police officers shall be paid two (2) times per month, like all other Borough employees.

#### **ARTICLE NO. VIII (8) - HOURS OF WORK AND WORK SCHEDULE**

**Section 1:** The schedule for all police officers, excluding the Chief of Police and other police employees exercising managerial authority, shall be based upon a maximum work week of thirty-two (32) hours which includes, but is not limited to, second car time, investigation hours, court appearances, vacation time, and sick leave, and that no police officer shall be scheduled in excess of thirty-two (32) hours per week; provided, however, that each police officer, excluding the Chief of Police and other police employees exercising managerial authority, shall be allowed an additional twelve (12) hours per month for necessary court appearances, which court appearances however, shall not exceed four (4) hours in any one week, then the normal work week for each officer, at the discretion of the Borough, shall be appropriately diminished to compensate for the excess hours for necessary court appearances. The regular work week for Full-time officers shall be five (5) consecutive eight (8) hour days, with two (2) consecutive days off.

**Section 2:** The Borough reserves the right to schedule any Part-time police officer for less than thirty-two (32) hours per week.

**Section 3:** The scheduling of all police officers, excluding the Chief of Police and other police employees exercising managerial authority, shall be done on the basis of seniority and in accordance with a schedule of availability submitted by each officer to the Borough by 8:00 p.m., Thursday of the week immediately preceding the scheduled work week. The schedule of availability submitted by each police officer must contain all hours for which a police officer is not scheduled for work by a primary employer. Failure of any police officer to submit a schedule of availability to the Borough by 8:00 p.m., Thursday of the week immediately preceding the scheduled work week, or failure of any police officer to submit a schedule of availability containing all hours for a which a police officer is not scheduled for work by a primary employer, shall constitute reason for disciplinary action by the Borough, which shall include a letter of reprimand for an initial offense, a three (3) day suspension for a second offense and dismissal from



employment for a third or subsequent offense. If there is a conflict between the seniority of a police officer and his schedule of availability, then his schedule of availability shall prevail. For example, if the schedule of availability submitted by a more senior police officer precludes such officer from being scheduled for more hours, or the same number of hours, than a less senior officer, then the more senior officer may be denied the same number of work hours, or more work hours, than a less senior officer.

**Section 4:** If the schedules of availability submitted to the Borough by its police officers are inadequate to meet safety requirements, or in case of emergency, then the Borough shall have the right to schedule any police officer it deems necessary, except for those officers actually working for a primary employer, and such police officers shall report to duty as directed, and failure of any police officer to report shall constitute reason for disciplinary action by the Borough, which shall include a letter of reprimand for an initial offense, a three (3) day suspension for a second offense, and dismissal from employment for a third or subsequent offense.

**Section 5:** With the approval of the Mayor and Chief of Police, all police officers, excluding the Chief of Police and other police employees exercising managerial authority, shall be permitted to remove themselves from the normal police work schedule of the Borough without pay for a maximum period of two hundred (200) hours in a calendar year provided such officers have worked a minimum of one thousand (1000) hours in the preceding calendar year. Any police officer who is permitted to remove himself from the normal police work schedule for the Borough without pay as specified herein must take his request in writing to the Mayor and Chief of Police at least fourteen (14) days prior to the time he wishes to voluntarily remove himself from the normal police work schedule. Such request will be granted by the Mayor and Chief of Police if the schedules of availability submitted to the Borough by its other police officers are adequate to meet safety requirements, and to provide for cases of emergency. If the schedules of availability submitted to the Borough of Liberty by its other police officers are inadequate to meet safety requirements, or in case of emergency, then the Borough shall have the right to schedule any police officer it deems necessary including those who have requested voluntary removal from the normal police work schedule, and such police officer shall report to duty as directed, and failure of any police officer to report shall subject such officer to immediate dismissal from employment. Further, any police officer who removes or attempts to remove himself from the normal police work schedule of the Borough without pay in excess of two hundred (200) hours per year will be subject to immediate dismissal from employment. If two (2) or more police officers of the Borough, excluding the Chief of Police and other police employees exercising managerial authority, request to be removed from the work schedule without pay as specified herein for the same times of the year, such removals from the normal police work schedule of the Borough, if granted by the Borough, shall be done on the basis of seniority and in accordance with a rotating list of seniority so that all such police officers are given an equal opportunity, so far as is practicable and reasonable, to be removed from the normal police work schedule without pay. If a police officer is granted removal from the normal police work schedule of the Borough without pay, then such officer shall be placed at the bottom of the rotating seniority list for the purpose of determining which officer is next granted removal from the normal police work schedule of the Borough without pay. Further if a police officer fails to work one thousand (1,000) hours in the

preceding calendar year, then he is not permitted to seek removal from the normal police work schedule of the Borough without pay as specified above, and any such police officer who removes or so attempts to remove himself from the normal police work schedule shall be subject to immediate dismissal from employment.

**Section 6:** Time and one-half (1 1/2) of the employee's rate of pay shall be paid for all hours worked in excess of eight (8) hours during a single work shift, or for all hours worked in excess of forty (40) during any regular work week., but not both, so as to eliminate any pyramiding of overtime and only in response to specific directives issued by the Chief or his authorized designee and/or in the circumstances wherein the officer may not reasonably terminate his services at the end of his work shift due to the serious nature of the matter to which he is attending.  
[e.g. - accident, crime scene, hot pursuit, etc.]

**Section 7:** Any employee who works more than one eight hour shift in a twenty-four hour period shall only be paid overtime in the event that the employee has worked more than 40 hours in a work week. The employee shall be paid overtime for all hours worked in excess of 40 hours in a work week.

#### **ARTICLE NO. IX (9) - UNIFORM ALLOWANCE**

For the period effective January 1, 2021, and continuing through December 31, 2023, all police officers of the Borough of Liberty, excluding the Chief of Police and other police employees exercising managerial authority, shall be entitled to the following yearly uniform allowance so long as such officers work the specified minimum number of hours in the preceding calendar year:

##### **Hours Worked in Preceding Calendar Year Yearly Uniform Allowance**

	<b><u>2021</u></b>	<b><u>2022</u></b>	<b><u>2023</u></b>
0-415 hours	\$0.00	\$0.00	\$0.00
416-599 hours	\$325.00	\$350.00	\$425.00
600-799 hours	\$350.00	\$375.00	\$475.00
800 hours or above	\$425.00	\$450.00	\$500.00

#### **ARTICLE NO. X (10) -PAID TIME OFF LEAVE**

All police officers of the Borough of Liberty, excluding the Chief of Police and other police employees exercising managerial authority, shall be entitled to twenty-four (24) hours of sick leave, provided such officer works a minimum of nine hundred (900) hours in the preceding calendar year. If a police officer fails to work a minimum of nine hundred (900) hours in the preceding calendar year, then he is not entitled to any sick days or sick leave. Further, any police officer with a minimum of five (5) years of continuous service with the employer, and who works a minimum of one thousand (1,000) hours in the preceding calendar year, shall receive an additional eight (8) hours of sick leave, for a total of thirty-two (32) hours. Police Officers shall be able to carry over a maximum of thirty-two (32) hours of unused sick leave from one year to the

next, to a maximum of sixty-four (64) hours of unused and accumulated sick leave at any one time.

Full-time officers shall be entitled to ten (10) paid days off per year accumulative to forty (40) days.

#### **ARTICLE NO. XI (11) - VACATION**

**Section 1:** All police officers of the Borough of Liberty with two (2) or more years of service, excluding the Chief of Police and other police employees exercising managerial authority, shall be entitled to the following yearly vacation allowance so long as such police officers work the specified minimum number of hours in the preceding calendar year:

##### **Hours Worked in Preceding Calendar Year    Yearly Vacation Allowance**

0-699 hours	None
700-799 hours	24 hours
800 hours or above	56 hours

Full-time Officers	1-4 years of service	2weeks vacation
	5-14 years of service	3weeks vacation
	15 or more years of service	4weeks vacation

**Section 2:** If a police officer fails to work seven hundred (700) hours in the preceding calendar year, then he is not entitled to vacation. Also, police officers with less than one (1) year of service shall not be entitled to any vacation.

#### **ARTICLE NO. XII (12) -HOLIDAY**

**Section 1:** All police officers of the Borough of Liberty, excluding the Chief of Police and other police employees exercising managerial authority, shall be paid one and one half (1 1/2) times their normal hourly rate for working Martin Luther King Day, Memorial Day, Labor Day, Thanksgiving Day, Easter, the eight (8) hours immediately preceding Christmas Day, the eight (8) hours immediately preceding New Year's Day, and New Year's Day. All officers who actually work Christmas Day or the Fourth of July shall be paid shall be paid two and one half (2 ½) times their normal hourly rate.

**Section 2:** All police officers of the Borough of Liberty, excluding the Chief of Police and other police employees exercising managerial authority, shall be offered holiday week assignments on the basis of seniority and in accordance with a rotating list of seniority so that all such police officers are given an equal opportunity, so far as is practicable and reasonable, to earn holiday work assignments. If a police officer is offered a holiday work assignment on the basis of seniority, and either accepts or declines such offer, then such officer shall be placed at the bottom of the rotating seniority list for the purpose of determining which officer is offered the next available holiday work assignment.

### ARTICLE NO. XIII (13) - EDUCATION AND TRAINING

- A. For the period effective January 1, 2021, and continuing through December 31, 2023, all police officers of the Borough of Liberty, excluding the Chief of Police and other police employees exercising managerial authority, and excluding probationary officers, shall be entitled to the following maximum yearly allowance for State-Mandated Training Sessions, so long as such police officers work the specified minimum number of hours in the preceding calendar year, except as provided for in subparagraph (b) below for those police officers with a minimum of five (5) years of continuous non-interrupted service with the Employer, and subject to the limitations specified on subparagraphs (c) and (d) hereafter:

<u>Hours Worked in Preceding Calendar</u>	<u>Number of Hours for Training</u>
0-415 hours	0
416-599	8
600 hours or above	24

- B. Any police officer of the Borough of Liberty who has a minimum of five (5) years of continuous non-interrupted service with the Employer, and has worked a minimum of three hundred (300) hours, but less than six hundred (600) hours, in the preceding calendar year, shall be entitled to twelve (12) hours for State-Mandated Training Sessions, subject to the limitations specified on subparagraphs (c) and (d) hereafter.
- C. Any hours of State-Mandated Training paid for by the Employer shall be paid for at the Officer's standard hourly rate, without any payment for overtime or other expenses or mileage.
- D. Any employee who works for another Municipality(s), and which Municipality(s) has previously paid for State-Mandated Training for such employee, shall not be entitled to any hours for Training by the Borough of Liberty. For example, if the Borough of Port Vue has previously paid for State -Mandated Training for Borough of Liberty Police Officers, such officers are not entitled to any training allowance under this Section.
- E. Any police officer who works for another Municipality(s), and which Municipality(s) has not previously paid for said Training, shall only be entitled to hours for Training by the Borough based on a percentage of the pro-rata number of hours that such police officer works for the Borough of Liberty and other Municipality(s). For example, if a police officer works five hundred ninety-nine (599) hours for the Borough of Liberty in the preceding calendar year, the Borough of Port Vue will pay one half (1/2) of the training expense for such officer, with the other one half (1/2) of the training expense being the responsibility of the other Municipality(s) or the police officer himself or herself.

#### **ARTICLE NO. XIV (14) - FALSE ARREST INSURANCE**

The Borough shall provide False arrest Insurance to all police officers in the Borough of Liberty, excluding the Chief of Police and other police employees exercising managerial authority, with a minimum coverage of \$1,000,000 for each incident.

#### **ARTICLE NO. XV (15) - MILITARY SERVICE**

Employees who enter the Armed Services of the United States, or who have left or who subsequent to the date hereof leave their position for the purpose of being inducted into, enlisting in, determining their physical fitness to enter or to perform training duty in said Armed Forces, shall be reinstated in accordance with applicable Federal Statutes.

#### **ARTICLE NO. XVI (16) - STEWARDS**

**Section 1:** 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 to and shall not exceed the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
- B. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its Officers, provided such messages and information:
  - 1. have been reduced to writing, or
  - 2. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to obey orders, or any other interference with the Employer's operation

**Section 2:** Job Stewards and Alternates have no authority to take strike action or any other action interrupting the Employer's operations.

**Section 3:** The Employer recognizes these limitations upon the authority of the Job Stewards and their Alternates and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Job Steward has taken an unauthorized strike action, slowdown or work stoppage or work interference, or has acted in a manner indicating his approval of same, in violation of this Agreement.

**Section 4:** Job Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer. Such investigations, presentations and processing shall take place during the Steward's and employee's non-working time, except that the Steward may have a maximum of one (1) hour during any workweek to participate in a Step Two Grievance Meeting

which is held at a time when the Job Steward is scheduled for work. Such one (1) hour shall be considered a working hour in computing daily and/or weekly overtime.

## **ARTICLE NO. XVII (17) - GRIEVANCE PROCEDURE**

**Section 1:** A grievance is a dispute concerning the interpretation, application, or alleged violation of the specific terms or provisions of this Agreement. Any grievance arising between the Employer and the Union or an employee represented by the Union shall be settled in the following manner.

- A. **STEP ONE:** Within five (5) workdays of the date a grievance arises, the employee shall discuss the grievance with the Mayor. 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 employee to the Borough Council within five (5) workdays following receipt of the written response of the person to whom the initial grievance was given.

If a grievance is not responded to, it will be deemed denied and the Union shall proceed to the next step of the grievance procedure.

- B. **STEP TWO:** The Borough council, within ten (10) workdays after receipt of the appeal, shall meet with the aggrieved employee, his Job Steward, and the Union's Business Agent in an attempt to adjust the grievance. The Borough council shall give the aggrieved employee and his Job Stewart a written decision within five (5) workdays following said meeting. If the Union does not proceed with the grievance to Step Three within the time limits specified in Step Three, the grievance shall be considered to be satisfactorily resolved based on the Borough Council's written decision.

- C. **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 the decision at Step Two has been rendered by the Borough Council. A request for arbitration shall be initiated by the Union serving notice in writing of an intent to proceed to arbitration upon the Mayor. The notice shall identify the Award provisions in dispute, the issue(s) to be determined, and the employee or employees involved. Upon receipt of a notice requesting arbitration the parties shall attempt to select an arbitrator. If the parties can not voluntarily agree upon the selection of an arbitrator, they shall notify the State Mediation and Conciliation Service of their desire to have that Service submit to the parties a panel of seven (7) arbitrators. The parties shall then select the impartial arbitrator from such list by each party alternately removing one name from the list until but one name remains. The person remaining shall be the impartial arbitrator. The Employer and the Union shall alternate in striking the first name from such lists during the term of this Agreement.

**Section 2:** The arbitrator's decision shall be in writing, unless the parties and the Arbitrator otherwise agree. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law. Further, the arbitrator shall have no power or

authority to add to, subtract from, or modify the provisions of this Agreement. Unless timely appealed pursuant to applicable statute and law, the arbitrator's decision will be final and binding on all parties.

**Section 3:** 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.

**Section 4:** The time limits set forth in the Grievance Procedure herein shall, unless extended by mutually written agreement of the Employer and the Union, be binding upon the parties and any grievance not filed within such time limits shall not be subject to further grievance or arbitration. Further, such grievance shall be considered settled on the basis of the decision rendered at the last level to which the grievance was carried. Weekends and holidays do not count.

**Section 5: Cost of Arbitration:** The expense of the impartial arbitrator selected, the hearing room and the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the Employer and the Union. The fees paid to the arbitrator shall be based on the schedule established by the Pennsylvania Bureau of Mediation.

#### **ARTICLE NO. XVIII (18) -DISCHARGE OR SUSPENSION**

**Section 1:** The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee(s), the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward, and a copy mailed to the Local Union Office within five (5) working days from the time of the discharge or suspension.

**Section 2:** Any employee discharged must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, within five (5) days from the date of discharge.

**Section 3:** If the Union wishes to appeal the discharge or suspension of an employee, said appeal must be pursued through the grievance procedures specified in Article No. XVII (17) herein, and within the time limitations for processing such grievances.

#### **ARTICLE NO. XIX (19) -POLICE OFFICER'S BILL OF RIGHTS**

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

**Section 2:** At the request of any police officer under interrogation, he shall have the right to be represented by a local 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.

**Section 3:** The specific reason for discipline or discharge should not normally be the subject of public comment by the Borough without consent of the Police Officer.

**Section 4:** At the request of any police officer, he shall have the right to reasonable access to review his personnel file

**Section 5:** When a citizen complaint is filed, it must be done in writing, signed by the complainant and filed no later than thirty (30) days from the alleged event, unless extenuating circumstances exist.

**Section 6:** An internal investigation must take place concerning said complaint and all parties, whether subject or witness, must be part of such investigation.

**Section 7:** After said investigation, all information should be corroborated, and just cause must be found before charges are filed against any employee. The accused employee shall be notified orally, or in writing of the complaint and be forwarded a copy of said complaint within five (5) days upon completion of the initial investigation if the employer is going to file charges or take disciplinary action.

**Section 8:** A police officer, whether subject or witness, must be informed of the nature of any questioning before the actual interrogation takes place.

**Section 9:** Upon any interrogation of a police officer where written statements, transcripts or mechanical records are made, a union representative must be present and a copy of the same must be given to the police officer without cost.

**Section 10:** Any disciplinary actions shall only be kept in the employee personnel file for twelve (12) months for reprimands and eighteen (18) months for suspensions, from the date of the infraction and then the infraction shall be removed from his file.

#### **ARTICLE NO. XX (20) -LEGALITY**

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

#### **ARTICLE NO. XXI (21) -SEPARABILITY**

In the event any of the terms or provisions of this Agreement shall be found invalid or declared unenforceable by reason of any Federal or State statute, or Federal or State directive, rule or regulations, now in effect or hereinafter to become effective, or by reason of the decision of any



Federal or State Court, such invalidity or unenforceability shall not effect or impair any other terms or provisions hereof, unless the other terms or provisions are directly affected by the section declared invalid or unenforceable. The parties thereupon may, within thirty (30) days, meet to discuss said invalidity or unenforceability.

#### **ARTICLE NO. XXII (22) -DRIVE AUTHORIZATION AND DEDUCTION**

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security Number, and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost of expenses incurred in administering the weekly payroll deduction plan.

#### **ARTICLE NO. XXIII (23) -NO WAIVER OF DEFAULT**

The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall in no way affect the right of such party hereafter to enforce the same, nor shall the waiver of any breach of the provisions hereof be construed as a waiver of any breach of subsequent default of the same or similar nature, nor shall it be construed as a waiver of strict performance of any obligations herein.

#### **ARTICLE NO. XXIV (24) -MODIFICATION**

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

#### **ARTICLE NO. XXV (25) - MISCELLANEOUS**

- A. If an officer is involved in a duty related traumatic incident (etc., a shooting) and is removed from duty by the Employer, he shall be compensated at his regular rate of pay for all scheduled shifts from which he is removed by the Employer.
- B. Team Legal B The Borough shall provide and pay the full cost of the premiums for Criminal and Civil Defense Insurance for all officers who worked a minimum of five hundred (500) hours for the Borough in the preceding calendar year except for those officers who already receive such insurance from another municipality, but which Insurance premium costs shall not exceed \$95.00 per year per officer for each year of this Agreement. If any police officer working for the Borough receives Criminal and Civil Defense Insurance premium payment from another municipality for which he or she is


working, then such officer is not entitled to such insurance from the Borough. If the cost of the annual premium for such insurance exceeds \$95.00 per year per officer, then either the officer or the Union shall be responsible for such excess premium cost. At the time of execution of this Agreement, the current yearly premium cost for such insurance per officer is \$86.88 per year. Also, if a police officer does not work a minimum of five hundred (500) hours in the preceding calendar year, then he or she is not eligible for such insurance.

**ARTICLE NO. XXVI (26) -TERMS OF THIS AGREEMENT**

This Agreement is effective January 1, 2021, and shall continue in full force and effect until December 31, 2023, unless expressly and mutually altered in writing by the parties hereto.

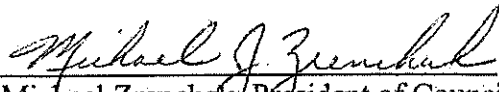
IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers and representatives and intending to be legally bound hereby, have affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**TEAMSTER LOCAL UNION 205**

  
Carl A. Bailey, Secretary Treasurer

Date: 12-16-2020

**BOROUGH OF LIBERTY**

  
Michael Zrenchak, President of Council

Date: December 22<sup>nd</sup>, 2020