

**LABOR AGREEMENT**

**Between**

**THE BOROUGH OF WEST MIFFLIN**

**And**

**THE WEST MIFFLIN POLICE OFFICERS ASSOCIATION**

**Effective Dates: January 01, 2017 – December 31, 2021**

## **AGREEMENT**

This Agreement is between the Borough of West Mifflin (hereinafter referred to as the “Employer”) and the West Mifflin Police Officers Association (hereinafter referred to as the “Association”).

### **ARTICLE I – Recognition**

**Section 1.1** - The Employer recognizes the Association as the sole and exclusive collective bargaining representative of the employees of the Employer defined in Section 1.2 of this Article, as certified by the Pennsylvania Labor Relations Board at Case No. PF-R-81-8W.

**Section 1.2** - The term “employee” as used in this Agreement shall apply to all full-time and regular part-time police employees, including Patrolmen, Sergeants, Juvenile Lieutenants, Divisional Lieutenants and Captains, and excluding the Chief of Police and any other police employee exercising managerial authority by virtue of the Pennsylvania Labor Relations Act and Act 111.

### **ARTICLE II – Association Membership**

**Section 2.1 - Maintenance of Membership:** The Employer hereby recognizes the Association as the sole and exclusive collective bargaining representative for all employees in the bargaining unit, and agrees that as a condition of continued employment each person hired shall become a member of the Union or terminate his or her employment at or upon the expiration of thirty (30) days from the date of his or her employment. The Employer shall not be obligated to dismiss any employee except for non-payment of initiation fee or regular union dues that are consistent with the Association’s By-Laws which shall be provided to the Employer.

The Employer agrees to dismiss any employee upon receipt of a letter signed by an authorized representative of the Association stating that such employee, after having been given fair notice and after having been employed at least thirty (30) days, has refused to pay the initiation fee and periodic dues of the Association and, as a result, is not a member in good standing of the Association. A newly hired employee shall not be required to make payment for either initiation or for the regular union dues until the employee has successfully completed the probationary period and has received a permanent appointment.

The Association shall hold forever harmless the Employer, its successors and assigns from and against any damage, claims, actions in law or in equity, demands, liability, loss or deficiency, including reasonable attorney’s fees and any other costs and expenses incident to any claim, suit, demand, action or proceeding arising out of this Union security provision.

**Section 2.2 - Dues Check Off Authorization:** The Employer will check off monthly membership dues, as designated by the Association, on the basis of individually signed voluntary check off authorizations, in forms agreed to by the Employer and the Association, which shall be irrevocable except as otherwise provided under Section 2.1 or applicable law.

**Section 2.3 - Dues Deductions:** Deductions on the basis of authorizations submitted to the Employer shall commence with respect to dues for the month in which the Employer receives such authorization or in which such authorization becomes effective, whichever is later. Dues shall be remitted to the Association by the last day of the month following the month in which the deductions are made along with a list of employees for whom deductions have been made.

**Section 2.4 - Indemnifications:** The Association shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer for the purpose of complying with any of the provisions of this Article, or in reliance upon any list, notice, assignment or authorization furnished under any of such provisions.

### **ARTICLE III – Management**

**Section 3.1** - The management of the Borough and the direction of the working force shall be vested with the Employer and shall include all those rights inherent in management which are not limited by the provisions of this Agreement, whether or not such rights have been previously exercised by the Employer. These rights shall include, but not be limited to the rights to hire, discipline or discharge for cause, layoff and promote; to assign duties to the work force; to introduce new or improved methods, facilities or equipment; and to otherwise carry out the ordinary and customary functions of management. Matters of inherent managerial policy, involving the functions and programs of the Borough's standards of service, qualifications for new employees, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel shall be vested with management.

### **ARTICLE IV – Responsibilities of the Parties**

**Section 4.1** - Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under the Agreement.

**Section 4.2** - The Association (its officers and representatives) and all employees are bound to observe the provisions of this Agreement.

**Section 4.3** - The Employer (its officers and representatives) is bound to observe the provisions of this Agreement.

**Section 4.4** - In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- (a) There shall be no intimidation or coercion of employees into joining or refusing to join the Association or continuing their membership therein except as provided in the Union security clause set forth herein.

- (b) There shall be no Association activity on employer time, except for reasonable time necessary for the processing and handling of grievances at the first step level.
- (c) There shall be no strikes, work stoppages, interruptions, impending or withholding of work services. No officer or representative of the Association shall authorize, instigate and/or condone any such activities.
- (d) The applicable procedures of this Agreement shall be followed for the settlement of all complaints or grievances.
- (e) There shall be no interference with the right of employees to become or continue as members of the Association.
- (f) There shall be no discrimination, restraint, or coercion against any employee because of membership or non-membership in the Association.
- (g) It is the continuing policy of the Employer and the Association that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, sex, or non-job related handicap or disability.

## **ARTICLE V – Probationary Period**

**Section 5.1** - New employees shall be considered to be on probation for a period of one hundred eighty (180) calendar days following the date of employment, if the employee has previously successfully completed Police Academy training. For those employees who have not completed Police Academy training at the date of their hire, the one hundred eighty (180) day probationary period shall commence from the date of graduation from the Police Academy.

During this period, the subject to applicable law, the employee may be discharged at the will of the Employer and such discharge shall not be subject to the grievance and arbitration procedure of this Agreement. Upon completion of the probationary period, continuous service shall be calculated from the date of hire. Sick leave entitlement pursuant to Section 13.1 of this Agreement shall begin to accrue as of the date of hire.

**Section 5.2 - Seniority:** For all employees hired on or after January 1, 1998, seniority, anniversary date and date of hire shall be all interpreted as synonymous, and shall refer to the date that an officer first works. In this regard the day an officer first works shall be the day an officer first works as a police officer in the Borough. In cases where an officer must first attend the Police Academy, the day an officer first works shall be considered the first scheduled day of attendance at the Police Academy. For all employees hired between June 1, 1994 and December 31, 1997 seniority will be calculated as outlined above. However, for these officers only, the date of appointment by Council shall continue to govern the calculation of any economic benefit dependent on the passage of time.

If more than one officer shares the same first date of work, seniority shall be determined by Civil Service test results, i.e. the highest score shall be considered more senior. In the event officers are appointed by Council on the same date and are available to work on the same date, the seniority provisions of this Article shall not be circumvented by scheduling, and test scores will govern.

## **ARTICLE VI – Grievance Procedure**

**Section 6.1** - A grievance shall be defined as any complaint of an employee which involves the interpretation or application of this Agreement or any dispute as to the imposition of discipline and shall be resolved in accordance with the following procedure.

**Section 6.2 - Step One:** The grievance shall be filed in writing within ten (10) calendar days of its occurrence or when the employee reasonably knew of its occurrence with the Chief of Police. The chief of Police shall answer the grievance in writing within ten (10) calendar days of the filing of said grievance.

**Section 6.3 - Step Two:** In the event the grievance is not resolved at Step One, it may be appealed in writing to the Police Committee of Council within ten (10) days of the Step One answer. The Police Committee of Council shall have ten (10) days after its next regular meeting to answer the grievance in writing.

**Section 6.4 - Arbitration:** In the event a grievance is not resolved at Step Two, the grievance may be appealed in writing within ten (10) calendar days of the Step Two answer and the Association and the Employer shall thereafter jointly select an impartial arbitrator to hear and decide the grievance. In the event the parties are unable to mutually agree upon an arbitrator, either party may request the Pennsylvania Bureau of Mediation to furnish a panel of arbitrators from which the parties shall alternately eliminate names until one such arbitrator remains, and that arbitrator shall be the arbitrator selected. The order in which the parties eliminate names from the list submitted by the Pennsylvania Bureau of Mediation shall be determined by the flip of a coin.

The decision of the arbitrator shall be final and binding upon the Employer and the Association. The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in the grievance procedure and shall have no authority to add to, subtract from or modify in any way any of the terms of this Agreement. The costs of the neutral arbitrator shall be shared equally.

**Section 6.5** - Failure of the grievant to appeal from the action taken on the grievance by the Employer at Step One or Step Two of the grievance procedure shall result in the grievance automatically moving to the next step in the same manner as if an appeal had been filed. Failure of the Employer to answer the grievance within the time periods specified in Step One or Step Two of the grievance procedure shall be deemed to be a denial of the grievance causing the grievance to automatically proceed to the next step.

**Section 6.6** - In the processing of any grievance, an employee shall have the right in Step Two of the grievance procedure to personally meet with the Police Committee in order to attempt to resolve the grievance.

**Section 6.7** - An employee who elects to challenge discipline through the grievance procedure set forth in this collective bargaining agreement shall be considered to have waived his or her right to pursue the matter through the procedures available under the Borough Code governing Civil Service Employees.

## **ARTICLE VII – Rates of Pay**

**Section 7.1** - There shall be available for bidding by the employees in seniority order the following shifts:

- (a) 7:00 a.m. to 3:00 p.m.
- (b) 8:00 a.m. to 4:00 p.m.
- (c) 3:00 p.m. to 11:00 p.m.
- (d) 4:00 p.m. to 12:00 p.m.
- (e) 11:00 p.m. to 7:00 a.m.
- (f) 12:00 p.m. to 8:00 a.m.

The number of steady shifts available for employee bidding shall be determined by the Employer. Likewise, the number of rotating shifts to be available for bid shall be determined by the Employer.

In November of each year, the work to be performed commencing January 1 of the next calendar year, and whenever a vacancy occurs, the employees (except captains and lieutenants) shall, in seniority order, have a right to bid their shifts and/or vacancies created. In the event of a vacancy, if no employee elects to fill the vacancy, the Employer shall fill the vacancy by assigning the junior employee. Once an employee bids a shift, he shall not be involuntarily moved from that shift, except the Employer shall have the right to temporarily assign any patrolman or sergeant for a one (1) month period during each calendar year. Once any patrolman has been involuntarily assigned for such one (1) month period or less, that patrolman may not be involuntarily reassigned again during that calendar year. In addition, in the event of an emergency where a sergeant's particular special skills are needed, the employer may assign that sergeant for an additional thirty (30) days during a calendar year.

The shifts shall be designed so that each employee shall not be required to work more than five (5) consecutive days without the payment of overtime. It is, therefore, recognized that any employee working more than five (5) consecutive days in any seven (7) consecutive day period shall receive overtime for the sixth and/or seventh consecutive day of work. The overtime rate for such work shall be at time and one-half the employee's regular hourly wage.

The foregoing overtime provisions shall not be applied to the alternate work schedules which may be implemented by the Employer in accordance with Section 7.1.1.

**Section 7.1.1 - Alternate Work Schedule:** The Employer and the Association agree that the Employer may implement an alternate work schedule which does not conform to the provisions of Section 7.1 above.

The alternate schedule shall consist of three (3) shifts as specified in Section 7.1 above. The alternate schedule shall be designed so that the employee receives two (2) consecutive days off between the 3-11 (or 4-12) shift and the 7-3 (or 8-4) shift. Likewise, the employee shall receive two (2) consecutive days off between the 7-3 (or 8-4) shift and the 11-7 (or 12-8) shift. The alternate schedule shall be designed so that the employee shall receive four (4) consecutive days off between the 11-7 (or 12-8) shift and the 3-11 (or 4-12) shift.

**Section 7.1.2 - Alternate Schedule Rotation:** The alternate schedule work rotation shall consist of two (2) weeks with seven (7) working days and one (1) week of six (6) working days, beginning with the 3-11 (or 4-12) shift and ending with the 11-7 (or 12-8) shift. This rotation shall be established by the Employer on each turn. Once the rotation has been set for each employee it shall remain the same for the calendar year, subject to the one (1) month involuntary assignment provisions contained in Section 7.1.

**Section 7.1.3 - Overtime or Alternate Schedule:** The implementation of the alternate schedule shall not result in the entitlement to overtime pay for the employee unless:

- (a) The employee is required to work more than ten (10) days in a pay period;
- (b) The employee is required to work more than eight (8) hours per work day;
- (c) The employee does not receive the designated number of days off between shift changes.

**Section 7.2** - The work day is defined as the 24-hour period beginning with the time the employee is scheduled to begin work.

**Section 7.3** - The work week shall consist of seven (7) consecutive days beginning 11:00 p.m. Saturday.

**Section 7.4** - The standard hourly wage rate for each position shall be as set forth in Exhibit A of this Agreement.

**Section 7.5 - Officer in Charge:** In the absence of a shift supervisor, the police officer “in charge” shall receive the standard hourly wage rate of sergeant for all hours worked which such police officer is “in charge.” The officer in charge shall be the most senior officer working. The officer in charge must be capable of performing all the duties of the position of sergeant, as

set forth in the police department rules and regulations, and said officer must be physically capable of performing all of the duties at the scene of a given incident. An officer has the option to refuse the position of officer in charge.

**Section 7.6 - Longevity Pay:** As of December 1 of each year during the term of this Agreement, each employee shall be accorded longevity pay in accordance with the following schedule:

- 1% of the base pay beginning the eighth year of service;
- 2% of the base pay beginning the twelfth year of service;
- 3% of the base pay beginning the fifteenth year of service;
- 4% of the base pay beginning the twentieth year of service; and
- 5% of the base pay beginning the twenty fifth year of service and thereafter.

Eligibility for longevity pay shall be determined from the date of each individual as a police officer with the Borough effective the first day of the pay period following the anniversary date. Such longevity payments shall be included in the first pay of December of each year.

**Section 7.7 - Shifts** shall be identified in accordance with the following:

- (a) Day shifts shall be 7:00 a.m. to 3:00 p.m. and 8:00 a.m. to 4:00 p.m.
- (b) Afternoon shifts shall be 3:00 p.m. to 11:00 p.m. and 4:00 p.m. to 12:00 a.m.
- (c) Night shifts shall be 11:00 p.m. to 7:00 a.m. and 12:00 a.m. to 8:00 a.m.

**Section 7.8 - Overtime:** Overtime at the rate of one and one-half ( $1 \frac{1}{2}$ ) times the standard hourly wage rate shall be paid for hours worked in excess of eight (8) hours in any work day or hours worked in excess of forty (40) hours in any work week. Overtime entitlement in connection with the alternate work schedule shall be governed by the provisions of Section 7.1.3.

**Section 7.9 - Non-Duplication:** Payment of overtime or premium rates shall not be duplicated for the same hours worked, but the higher of the applicable rates shall be used. Hours compensated for overtime or premium rate shall not be counted further for any purpose of determining overtime liability under the same or any other provision. Hours paid for, but not worked, shall be counted in determining overtime liability.

**Section 7.10 - Rotating Basis:** Overtime shall be offered to the employees on the shift where the overtime occurs in order of seniority on a rotating basis. Refusal of overtime moves the refusing employee to the bottom of the list. If no employee accepts the overtime, the shift supervisor shall have the right to assign the overtime to the least senior employee.

**Section 7.11 - Call-Out Pay:** Any employee called into work at a time when the employee is not regularly scheduled shall be guaranteed a minimum of four (4) hours pay for such call-out. If released by management, the employee may leave before the four (4) hour period, but in that case, shall be paid only for actual hours worked.



## **ARTICLE VIII – Court Appearances**

**Section 8.1** - An employee who is required, in furtherance of the police matters of the Employer to appear in court on his regularly scheduled day off shall be paid as follows:

(a) For appearances at district justice hearings the employee shall receive two (2) hours minimum at time and one-half for each day required to appear.

(b) For all other required appearances before any administrative agency or judicial body, the employee shall be paid four (4) hours, or the time actually spent, whichever is greater, at his applicable overtime wage rate.

**Section 8.2** - An employee who is required in furtherance of the police matters of the Employer to appear before the grand jury or in juvenile, civil or criminal courts, or at a coroner's hearing or pretrial conference on a day for which he has been scheduled to work shall be excused from his scheduled duty on such day and paid eight (8) hours at his standard hourly wage rate.

## **ARTICLE IX – Vacations**

**Section 9.1** - Vacations will be granted to active regular full-time employees in accordance with the following schedule:

After one (1) year of continuous service – two (2) weeks;  
After five (5) years of continuous service – three (3) weeks;  
After ten (10) years of continuous service – four (4) weeks;  
After fifteen (15) years of continuous service – five (5) weeks.

In addition, any employee shall have the option to take a week of his vacation entitlement one (1) day at a time so long as there is one (1) week's notice give to the Employer. It is recognized, however, that an employee may take one (1) day at a time without an appropriate weeks' notice in cases where an employee has an emergency, in which event the employee shall notify his immediate supervisor immediately upon learning of the emergency.

All vacations shall begin on the first day of the employee's regularly scheduled work week. Vacation pay shall be based upon the amount the employee would have been paid had he worked.

**Section 9.2** - Employees shall notify the Employer by December 1 each year of their vacation weeks of preference for the following year. Thereafter, on or before January 15, the Employer shall post vacation schedules which shall not be changed without prior approval of the Employer. Vacations will, so far as possible, be granted at the times most desired by employees (longer service employees being given preference as to choice); but the final right to allot vacation periods, and the right to change such allotments, are exclusively reserved to the Employer to insure efficient and orderly police operations.

## **ARTICLE X – Holidays**

**Section 10.1** - Holidays with pay shall be granted to active regular full-time employees for the following holidays:

New Year's Day  
President's Day  
Good Friday  
Police Memorial Day-May 15  
Memorial Day  
Fourth of July  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

### **Section 10.2 - Holiday Pay:**

- (a) Holiday pay for holidays not worked shall be calculated on the basis of eight (8) times the employee's standard hourly wage rate.
- (b) An employee required to work on a holiday shall be paid one and one-half (1 ½ ) times the employee's standard hourly wage rate, plus appropriate shift differential, if any, calculated according to Section 7.8 of this Agreement, for all hours actually worked on such holiday. In addition, such employee shall be provided holiday pay calculated in accordance with Section 10.2 a. above.

**Section 10.3 - Personal Days:** Each active regular full-time employee shall be granted four (4) personal days of the employee's own choice during each calendar year. Two (2) of the personal days must be requested at least one (1) week in advance and approved by the Chief of Police, which approval shall not be unreasonably withheld. Two (2) of the personal days may be taken without such notice.

Each active regular full-time employee who resides within the Borough for the entire year **and** who is not afforded a Take Home car, shall be granted five (5) personal days of the employee's own choice during the calendar year. Three (3) of the personal days must be requested at least one (1) week in advance and approved by the Chief of Police, which approval shall not be unreasonably withheld. Two (2) personal days may be taken without such notice.

Personal days shall not be taken on paid holidays, Christmas Eve, New Year's Eve, or on a regularly scheduled pass day to obtain overtime pay.

In the event an employee requests personal day(s) and is denied the same, and as a result of that denial is unable to utilize the personal day(s) during the calendar year, he shall be entitled to be paid for the unused personal days at the end of the calendar year.

New employees shall be eligible for personal days in their first year of employment at the rate of one (1) personal day upon completion of each three full months worked.

## **ARTICLE XI – Funeral Leave**

**Section 11.1** - When death occurs to an employee's legal spouse, mother, father, step-mother, step-father, son, daughter, step-son or step-daughter, an employee, upon request, will be excused and paid for up to a maximum of five (5) consecutive work days including the day of the funeral. Payment shall be eight (8) times the employee's standard hourly wage rate. Time paid pursuant to this Article will not be counted as hours worked for purposes of determining overtime or a premium pay liability.

**Section 11.2** - When death occurs to an employee's legal mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or a grandchild, an employee, upon request, will be excused and paid for up to a maximum of three (3) consecutive work days including the day of the funeral. Payment shall be eight (8) times the employee's standard hourly wage rate. Time paid pursuant to this Article will not be counted as hours worked for purposes of determining overtime or a premium pay liability.

**Section 11.3** - in the event of the death of an employee's aunt, uncle or first cousin, the employee shall, upon request be excused for up to one day, which shall be the day of the funeral. Payment shall be eight (8) times the employee's standard hourly wage rate. Time paid pursuant to this Article will not be counted as hours worked for purposes of determining overtime or a premium pay liability.

## **ARTICLE XII – Jury Duty**

**Section 12.1** - In the event an employee loses all or part of his scheduled work time on account of jury service, the Employer shall pay such employee the difference between the jury duty pay and eight (8) times his standard wage rate. Employees shall present satisfactory evidence of performance of jury duty and notify the Employer within forty-eight (48) hours after they receive jury notice.

## **ARTICLE XIII – Sick Leave**

**Section 13.1** - Each employee shall be entitled to twelve (12) days sick leave in a calendar year. For each day of sick leave, pay shall be accumulated on the basis of eight (8) times the employee's standard hourly wage rate. Unused sick leave shall be cumulative up to one hundred thirty-five (135) days. Each December, an employee shall have the opportunity to sell any unused sick leave in excess of one hundred thirty-five (135) days to the Employer. Each day of sick leave so sold by an employee shall be paid for on the basis of six (6) times the employee's standard hourly wage rate. One (1) month prior to his retirement, an employee shall have the opportunity to sell all unused sick leave to the Employer. Each day of sick leave so sold

by an employee in anticipation of retirement shall be paid for on the basis of eight (8) times the employee's standard hourly wage rate.

In the event an employee is off on sick leave on a designated holiday, he shall receive his holiday pay, but shall not receive, nor shall his sick bank be charged for sick pay for that holiday.

New employees shall be eligible for sick leave in their first year of employment at the rate of one (1) sick day for each full calendar month worked.

#### **ARTICLE XIV – Military Encampment Allowance**

**Section 14.1** - An employee who is required to attend an encampment of the reserve of the armed forces or the National Guard shall be paid in accordance with applicable law.

#### **ARTICLE XV – Uniforms**

**Section 15.1** - Requirements pertaining to uniforms, including standards and specifications in connection therewith, shall be determined solely by the Employer and employees shall at all times comply with such requirements.

**Section 15.2 - Uniform Allowance:** During each calendar year following completion of the probationary period as provided in Article V of this Agreement, an employee shall be entitled to an annual uniform allowance of \$675.00. An employee shall be entitled to carry over into a subsequent year no more than \$300.00. All purchases by employees shall be subject to approval by the Chief and the employee is required to submit a receipt for the purchase.

**Section 15.3** - Employees may have their uniform clothing cleaned as they may choose, provided such clothing is maintained in accordance with the requirements of the Employer. During each full calendar year of employment following completion of a probationary period as provided under Article V of this Agreement, an employee shall be entitled to a cleaning allowance of \$200.00 effective January 1, 1995, payable to the employee semi-annually.

**Section 15.4 - Initial Uniform Issue:** Upon successful completion of his or her Police Academy training a newly hired employee shall be provided, at no cost to him/her, an initial uniform issue consisting of the following:

- 2 summer shirts
- 2 winter shirts
- Patches
- 1 belt
- 1 raincoat
- 1 sweater, pullover
- 1 light jacket

1 winter hat  
Bullet proof vest  
2 summer trousers  
2 winter trousers  
1 hat  
1 plastic hat cover  
2 ties  
1 winter jacket  
1 pair gloves  
2 pairs shoes

**Section 15.5 - Bullet Proof Vests:** The Borough shall provide employees bullet proof vests which shall be required to be worn by all employees while on duty. The Borough shall pay the cost of providing the bullet proof vest up to \$600.00. Any cost in excess of \$600.00 shall be paid by the employee. The bullet proof vests shall be replaced every five (5) years in accordance with the manufacturer's recommendations.

**Section 15.6** - In the event the Borough, at any time during the life of this Agreement, elects to change the uniform requirements so as to require employees to purchase uniforms different from those presently being worn and utilized by the Police Department, the Borough shall be obligated to furnish to the employees, without cost to the employees, the initial issue of both a summer and winter uniform.

**Section 15.7** - The Chief shall exclusively and unilaterally make any determination necessary regarding extra reimbursement for required or additional new configuration of uniforms and/or equipment whenever an officer is reassigned to a different duty requiring extra expenditures, i.e. canine, detective, motorcycle, etc.

## **ARTICLE XVI – Shift Exchanges**

**Section 16.1** - Employees may exchange shifts under the following conditions only:

- (a) Upon no less than twenty-four (24) hours advance request to the Chief, or in his absence, his designated representative.
- (b) Approval of the shift exchange by the Chief, or in his absence, his designated representative. (Approval will not be unreasonable withheld).
- (c) Shift exchanges may be made only between employees of equal rank.
- (d) The Employer shall not incur nor be liable for any overtime or premium payment due to any shift exchanges.

## **ARTICLE XVII – Bulletin Boards and Notices**

**Section 17.1** - A bulletin board shall be provided in the locker room for the use of the Association. Only notices pertaining to the official business of the Association shall be posted and the Association shall be responsible for assuring that the bulletin board is at all times neat, orderly, and free of any offensive or unprofessional writings or postings.

**Section 17.2** - The Employer shall provide the Chairperson of the Association with copies of any letters to employees or notices pertaining to rules, regulations, or disciplinary actions involving employees.

## **ARTICLE XVIII – Equipment Committee**

**Section 18.1** - The Employer shall consult with Police Equipment Committee designated by the Association before purchasing police equipment. However, the purchase of police equipment shall be in the final discretion of the Employer.

## **ARTICLE XIX – Weekly Sickness and Accident Benefits**

**Section 19.1** - In the event of a disabling non-occupational sickness or accident, an employee who has completed a probationary period as provided under Article V of this Agreement, shall be entitled to a weekly disability benefit of 70% of Salary per week, to a max of \$2,500.00, for up to twenty-six (26) weeks of disability. Disability benefits shall commence after 30 calendar days and is subject to the terms and conditions set forth in an insurance policy providing for such weekly benefits.

**Section 19.2** - In the event of a disabling non-occupational sickness or accident, not covered under Section 19.1, an employee who has completed a probationary period as provided under Article V of this Agreement shall receive a long term disability insurance benefit equal to 66 2/3% of the employee's salary per month to a max of \$6,000.00. The insurance plan shall have a 180 day waiting period up to age 65. During the term of this Agreement, the cost to the Borough shall be a monthly premium of \$31.71 per employee.

## **ARTICLE XX – Temporary Modified Duty**

**Section 20.1 - (a) Policy:** Temporary modified duty assignments, (henceforth referred to as T.M.D), when available, applies only to sworn officers in the department who, because of injury or illness, are temporarily unable to perform their regular assignments but are capable of performing alternative duty assignments. Use of T.M.D. can provide employees with an opportunity to remain productive while convalescing as well as provide a work option for employees who may otherwise risk their health and safety or the safety of others by remaining on duty when physically or mentally unfit for their regular assignment. Therefore, it is the policy of the West Mifflin Policy Department that eligible personnel shall be given a reasonable opportunity to work in T.M.D. assignments when available and consistent with this policy.

(b) **Definition of Eligible Personnel:** For purposes of this policy, a sworn member, suffering from a medically certified illness, injury, or disability requiring treatment of a licensed healthcare provider and who, because of injury, illness, or condition is temporarily unable to perform regular assignment but is capable of performing alternative available assignments provided the member is qualified to perform the tasks and duties of the position sought and such work is available at the time requested.

(c)(1) **Procedure:** T.M.D. positions are limited in number, task, variety, and availability. Therefore personnel injured or otherwise disabled in the line of duty may be given preference in initial assignment to T.M.D. Assignments may be changed at any time, with concurrence of the treating physician, if deemed in the best interest of the employee or the agency.

(2) This policy in no way affects the privileges of employees under provisions of the Family and Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, collective bargaining agreement, or other federal or state law or policies and procedures of the Borough of West Mifflin. Assignment to T.M.D. shall not affect an employee's pay classification, pay increases, promotions, retirement benefits or other employee benefits.

(3) No specific position within the Department shall be established for the use as a T.M.D. assignment, nor shall any existing position be designated or utilized exclusively for personnel on T.M.D. T.M.D. assignments are strictly temporary and will not exceed 365 days for a service injury and 183 days for non-work related injuries. T.M.D. may be provided for a total of 365/183 days in a one (1) year period, with a year being defined as beginning on the first modified duty day and ending twelve (12) calendar months after the first modified duty day. After 365/183 days, personnel on T.M.D. who are not capable of returning to their original duty assignment may pursue other options as provided under federal or state statute, or collective bargaining agreement.

(4) Officers on T.M.D. are strictly prohibited from engaging in outside employment. Depending on the nature and extent of the injury or illness, an officer on T.M.D. shall be prohibited or restricted from wearing departmental uniform, carrying a weapon or otherwise limited in employing police powers as determined by the Chief of Police so long as such limitations are consistent with this policy. Officers shall be expected to wear professional attire to include a collared shirt and tie for males, provided that it does not conflict with restrictions placed by medical condition. The Chief of Police may modify this due to assignment.

(5) T.M.D. assignments shall not be made for disciplinary purposes. Personnel assigned to T.M.D. shall not work on Premium pay days, (CBA Holidays).

(d)(1) **Assignments:** T.M.D. assignments may be drawn from a range of technical and administrative areas that include but are not limited to the following:

(a) Administrative functions (i.e. report review, special projects, file charges, access CLEAN/N.C.I.C; assist evidence collection: Detectives & Medical records,

weapon evaluation and maintenance, review of cold cases or court files, pre-trial & P.D.Q. case work, code and ordinance reviews, attend and plan training).

(b) Clerical functions (i.e. filing, typing / filing search and arrest warrants, review and purge appropriate files, evidence logging and purging).

(c) Report taking (i.e. walk-ins, telephone reports, limited code enforcement).

(d) Communications.

(2) Decisions on T.M.D. assignments shall be made based upon the availability of an appropriate assignment given the applicant's skills, knowledge and abilities. Also the availability of T.M.D. assignments and the physical limitations imposed on the officer. When available, the work hours of a T.M.D. assignment are subject to need and the availability of necessary equipment or work space. T.M.D. assignments will as far as possible, due to availability, conform to normal business hours and days (i.e. Monday through Friday 8:00am to 4:00pm).

**(e)(1) Request and Assignment to Temporary Modified Duty:**

Requests for T.M.D. assignments shall be submitted to the officer's immediate supervisor. Requests shall be accompanied by a statement of medical certification to support a requested reassignment, which must be signed by the treating physician or licensed health care provider. This certificate should include an assessment of the nature and probable duration of the injury or illness, prognosis for recovery, nature of work restrictions and acknowledgement by the health care provider of familiarity with the T.M.D. assignment. It should also include a statement that the employee can physically assume the duties involved.

(2) The request for T.M.D. and the physician's statement shall be forwarded to the Chief of Police. The Chief of Police or his designee may consult with the Borough's Personnel Administrator and/or other necessary official prior to making a determination regarding the assignment to T.M.D.

(a) The department may require the employee to submit to an independent medical examination by a health care provider of the department's choosing. In the event the opinion of this second health care provider differs from the foregoing health provider, the employee may request a third opinion at the employer's expense.

(b) The employee and representative of the department shall cooperate and act in good faith in selecting any third party health care provider, and both parties shall be bound by that medical decision.

(3) As a condition of assignment to T.M.D: officers may be required to submit to physical assessments of their condition.

**(f)(1) Pregnant Members:** Pregnant members are eligible for T.M.D. assignments as available and as appropriate to their physical capabilities and well being. Under no circumstances will a pregnant member be forced to accept a T.M.D. assignment because of pregnancy only. Where T.M.D. assignments are unavailable, pregnant members may pursue other forms of medical, disability or family leave, (F.M.L.A.), as provided by Federal, State law and this department.



(2) On a monthly basis, pregnant members shall submit physician's medical certificates that document:

- (a) The member's physical ability to perform the present duties.
- (b) The physician's appraisal that the type of work being performed will not injure the member or her expected child.
- (c) Any recommended duty restrictions or modifications of the T.M.D.

## **ARTICLE XXI – Health and Life Insurance Benefits**

**Section 21.1** - (a) The Borough shall provide healthcare benefits pursuant to the MEIT Healthcare Plan. The existing MEIT Care Plan shall remain in effect unless MEIT notifies the Borough of a proposed change in the healthcare plan. At the time of notification, the Borough agrees to meet and discuss with the Association a proposed change as submitted by MEIT. All employees enrolled in the healthcare insurance plan shall contribute the same monthly amount in 2012 as they did in 2011, as a healthcare contribution toward the cost of health insurance.

Beginning in 2013, the amount and method of contribution described in the previous paragraph shall be eliminated and replaced with a contribution based upon a percentage of the monthly healthcare premium. The employee contribution shall not apply to vision or dental insurance, only basic hospitalization and medical insurance. The employee contribution for 2013 and 2014 shall be ten percent (10%) of the monthly premium. The employee contribution for 2015 and 2016 shall be twelve percent (12%) of the monthly premium. By way of example, if the monthly premium for family level coverage in 2013 is \$1000, the employee would pay \$100 per month and the Borough would pay \$900 per month. And, if the monthly premium for individual level coverage in 2013 is \$500, the employee would pay \$50 per month and the Borough would pay \$450 per month. The percentage contribution is based upon the level of coverage applicable to the particular officer (e.g. Family, Spousal, Parent/Child, and Individual).

(b) The below listed chart shall be followed for any possible increases in employee contributions for the period 2017 through 2021. The chart reflects cumulative increases in healthcare premiums during this period and the corresponding change to employee contributions. At no time during this period shall the employee contributions exceed fifteen percent (15%) of the monthly premium. Currently the employee contribution is twelve percent (12%).

Employee healthcare contribution chart for the period 2017 through 2021:

0% to 6% = No increase, employee contribution =12%  
6.1% to 12% = ½% Increase, employee contribution =12.5%  
12.1% to 18% = ½% Increase, employee contribution =13%  
18.1% to 24% = No Increase, employee contribution =13%

24.1% to 30% = ½% Increase, employee contribution =13.5%  
30.1% to 36% = ½% Increase, employee contribution =14%  
36.1% to 42% = No Increase, employee contribution =14%  
42.1% to 48% = ½% Increase, employee contribution =14.5%  
48.1% and over = ½% Increase, employee contribution =15%

The life insurance benefits in effect for active regular full-time employees shall be \$50,000.00 for each covered employee.

## **ARTICLE XXII – Pensions**

**Section 22.1** - (a) The pension benefits of this Agreement shall conform to the statutory formulas set forth in the “Police Pension Enabling Act” (Act 600). In accordance therewith, pension benefits shall be calculated based upon a rate of fifty (50%) percent of the average monthly salary during the last thirty-six months of employment. The plan shall include a cost-of-living increase in compliance with Act 600, which shall apply only to those currently receiving retirement benefits.

(b) If a member should die before his pension is vested, twelve years (12), his/her pension contributions shall be paid to his beneficiary. If a member should die after they are vested, twelve years (12), but before retirement, twenty five (25) years and fifty three years of age, his spouse or eligible children shall have the option to be paid the employee’s contribution amount, or wait until the employee would have reached his/her retirement date and receive their portion of the employee’s pension that is consistent with the formula in Act 600.

(c) The pension plan shall permit a military buyback benefit consistent with the formula in Act 600.

(d) Lump sum payments shall be excluded for pension calculation purposes for any employee hired on or after October 18, 2002, except that, for employees hired on or after October 18, 2002, sick leave accumulated/earned during the applicable pension computation period may be included in the computation for those employees provided it is understood that sick leave taken during the measuring period will first reduce the amount to be accumulated/earned in the measuring period.

(e) If contributions to the plan are required, the police shall contribute to the maximum permitted under Act 600 before the municipality shall be required to contribute any amount.

(f) Disability pension benefits will be provided to the extent authorized by Act 600 (Police Pension Enabling Act). A disability pension shall be converted to a regular pension upon the employee’s superannuation date, (i.e. fifty three years old (53) and twenty five years service (25)). The employee shall be eligible for all benefits that an employee on regular pension would be eligible to receive including survivor’s benefits.

(g) The Borough shall provide and pay for the same medical coverage that active employees receive for individual and spouse coverage for any employee electing to retire prior to the age sixty-five (65). The amount the Borough is obligated to pay for medical insurance is limited to the premium amount existing at the time of retirement. In the event that the retiree has similar or better coverage available to him without cost to the retiree, or through the retiree's spouse or any other employer, then the retiree is obligated to take the other coverage. In the event the other coverage is subsequently cancelled, the retiree may elect to receive the coverage specified herein to the extent that the Borough was obligated to pay in the first instance, i.e., the amount of premium on the date of retirement. The amount of health insurance premium the Borough is obligated to pay is limited to the amount of premium for the cost of the medical plan at the time of retirement. Any subsequent increase in the premium is the responsibility of the police officer. This obligation to make payments towards the health care premium also ceases when the employee reaches sixty-five (65) years of age, or begins receiving Medicare, Medicaid or any other health insurance or medical assistance program offered by the Social Security Administration, whichever occurs first. If an employee elects coverage other than that provided to active employees, the Borough will contribute an amount not to exceed the premium amount for the coverage in effect at the date of retirement. If an alternate health carrier is chosen and the premium is less than that paid on behalf of the employee at the time of retirement, the Borough shall pay said premium, however, if more, then the Borough shall contribute only the amount of the premium for the plan in effect at the date of retirement.

The Borough's obligation to provide and pay the same medical coverage that active employees receive for individual and spouse coverage for any officer, hired on or after January 1, 2009 and electing to retire (i.e. Age 53 and 25 years of service) prior to the age of sixty-five (65) shall be limited to \$400.00 per month. This \$400.00 per month shall be increased by two and one half percent (2.5%) per year for each year after 2009. All other existing contractual restrictions on post retirement healthcare insurance shall apply to these employees hired on or after January 1, 2009.

## **ARTICLE XXIII –Extra Work**

**Section 23.1** - All extra work shall be subject to prior review, approval or disapproval by the Mayor. Approved extra work shall be referred to the Association for employee assignments.

**Section 23.2** - Any extra work performed by the employee shall be paid to the employee at his or her contractual wage rate plus applicable shift differential and/or overtime compensation due him.

## **ARTICLE XXIV – Residency**

**Section 24.1** - The existing Residency requirements shall be eliminated. All officers shall now be required to live within twelve (12) air miles of the borders of the Borough of West Mifflin. All officers living outside of the Borough of West Mifflin shall not have the right to take home police vehicles.

## **ARTICLE XXV – Drug Testing**

**Section 25.1** - The Borough shall be entitled to implement random drug testing. The program shall provide for split-sample testing and shall be administered by a third party.

## **ARTICLE XXVI – Integration and Severability**

**Section 26.1** - All previously negotiated and currently effective terms and provisions of the parties' agreements, past practices and understandings, and Act 111 arbitration awards shall remain in effect to the extent that none is in conflict with any term or provision contained herein.

**Section 26.2** - If any provision of this Agreement is declared invalid, all other provisions of this Agreement shall remain in full force and effect.

## **ARTICLE XXVII – Mandatory Firearms Qualification**

**Section 27.1** - All firearms qualifications shall be performed while an employee is off-duty. The employee shall be compensated at four (4) hours at the applicable overtime rate.

## **ARTICLE XXIII – Term of Agreement**

**Section 28.1** - This Agreement shall be effective 12:01 a.m. January 1, 2017 and continue in full force and effect until midnight December 31, 2021 and thereafter from year to year unless timely notice is given.

WITNESS the due execution of this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WEST MIFFLIN POLICE OFFICERS ASSOCIATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE BOROUGH OF WEST MIFFLIN

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## **APPENDIX “A” – STANDARD HOURLY WAGE RATES**

**Section 1** – All employees shall be granted a general pay increase for each year of the Contract, as follows:

Effective January 1, 2017 – 2.5%

Effective January 1, 2018 – 2.5%

Effective January 1, 2019 – 2.5%

Effective January 1, 2020 – 2.75%

Effective January 1, 2021 – 2.75%

POSITION	EFFECTIVE JANUARY 1, 2017	EFFECTIVE JANUARY 1, 2018	EFFECTIVE JANUARY 1, 2019	EFFECTIVE JANUARY 1, 2020	EFFECTIVE JANUARY 1, 2021
Patrolman	\$41.83	\$42.88	\$43.95	\$45.16	\$46.40
Sergeant	\$44.49	\$45.60	\$46.74	\$48.02	\$49.34
Juvenile Lieutenant	\$45.98	\$47.13	\$48.31	\$49.64	\$51.00
Lieutenant	\$47.34	\$48.53	\$49.74	\$51.11	\$52.51
Captain	\$50.83	\$52.10	\$53.40	\$54.87	\$56.38

**Section 2** – Time to Rate shall be twelve (12) years for employees hired on or after January 1, 2012, as follows:

Hire date through last day of second year	-	60%
Third year through last day of fifth year	-	70%
Sixth year through last day of eighth year	-	80%
Ninth year through last day of eleventh year	-	90%
Twelfth year	-	100%

b) All current officers on the scale identified in Section 2 above shall be moved up one year on that scale upon the date of signing of the Contract.