

AGREEMENT BETWEEN

THE BOROUGH OF GREEN TREE

and

TEAMSTERS LOCAL 205

*Representing the Green Tree Police Department
Employees*

**FOR THE PERIOD COMMENCING
JANUARY 1, 2019, AND ENDING DECEMBER 31, 2022**

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**AGREEMENT BETWEEN THE BOROUGH OF GREEN TREE AND
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JANUARY 1, 2019 AND ENDING DECEMBER 31, 2022**

INCORPORATING THE ACT 111 AWARD ISSUED MARCH 27, 2019

1. TERM

The term of the agreement will be four (4) years retroactive to January 1, 2019, and ending December 31, 2022.

2. RECOGNITION

Pursuant to Act 111 of 1968, the Borough recognizes Teamsters Local 205 as the exclusive representative for collective bargaining purposes.

3. COMPENSATION

- A. The base salaries and base hourly rates of pay for full-time police officers during the term of this Agreement shall be as follows:

	2.50%	2.50%	2.50%	3%
Patrolman	1/1/2019	1/1/2020	1/1/2021	1/1/2022
per hour	\$43.61	\$44.70	\$45.82	\$47.20
annually	\$90,716.60	\$92,984.52	\$95,309.13	\$98,168.40

Lieutenant

per hour	\$47.11	\$48.29	\$49.49	\$50.98
annually	\$97,986.72	\$100,436.39	\$102,947.30	\$106,035.72

- B. Full-time police officers who have successfully graduated from a Commonwealth of Pennsylvania certified police academy and who have been assigned an MPT number shall receive base wages in accordance with the following schedule:

1. For the first twenty-four months of said officer's employment, including any period of probationary employment, wages paid will be equal to eighty (80%) percent of a patrolman's base wage;
2. For the second twenty-four months of said officer's employment, wages paid will be equal to eighty-five (85%) percent of patrolman's base wage;
3. For the fifth year of said officer's employment, wages paid will be equal to ninety (90%) percent of a patrolman's base wage.

4. For the sixth year of said officer's employment, wages paid will be equal to ninety-five (95%) percent of a patrolman's base wage.
 5. For the seventh year of said officer's employment, wages paid will be equal to one hundred (100%) percent of a patrolman's base wage.
- C. Effective the first tour of duty after December 10, 2010, on each shift worked without supervision by a Lieutenant or the Chief of Police, the senior patrolman on the shift shall be designated as Officer in Charge (OIC), and shall exercise such supervisory authority as shall be conferred by Order or by Rules and Regulations of the Department. The OIC shall receive a three percent (3%) premium over the senior patrolman base wage for all hours worked as OIC.
- D. Field Training Officer. When an officer is assigned the duties of Field Training Officer, he shall receive three percent (3%) over and above his prevailing hourly rate of pay for all hours spent in said capacity.

4. HEALTH INSURANCE

A. Medical/Hospitalization Insurance

1. The Borough shall provide the benefits package offered through Pennsylvania Municipal Health Insurance Cooperative (PMHIC).
2. Each officer shall contribute one and one quarter percent (1.25%) of his base pay (hourly + longevity + education bonus) to the premium cost for health care. Any yearly increase to premium of up to ten percent (10%) will borne by the Borough. Increases above ten percent (10%) shall be shared equally between the officer and the Borough. Said contribution will be pre-tax and deducted from each pay on a pro-rata basis.
3. Any rebate received from PMHIC shall be distributed to employees who have elected coverage under the program according to the percentage of the premium paid. Example—if employees are contributing ten percent (10%) of the Borough's total premium payment, ten percent (10%) of any rebate received shall be divided among the number of employees participating in the Plan.
4. To control the cost of health care coverage, the Borough and the Union agree to form a Joint Labor Management Committee, which will review health care options in order to determine if changes to the PMHIC Plan, or the purchase of another plan, can provide comparable health care coverage at a lesser cost. If the parties are unable to agree on changes to the current plan, the issue shall be submitted to expedited arbitration in accordance with the procedures of Act 111, **except that the parties agree to request a panel of seven (7) arbitrators from which to select the neutral arbitrator.**

B. Vision Insurance

The Borough will continue to provide the Vision Program similar to the MEIT Fashion Advantage (Option 1) and a Dental Program similar to the Blue Shield High Option Dental Program for each full time employee and his or her eligible dependents.

C. Supplemental Health Insurance

The Borough shall provide a supplemental health insurance payment for full-time police officers retiring after January 1, 2004, in the amount of Two Hundred fifty (\$250.00) dollars per month for a single retiree and Four Hundred (\$400.00) dollars per month for a retiree and spouse. Such benefit shall be available only for the retired police officer and the spouse of the retired police officer, and only in the event and to the extent comparable coverage is not provided, without cost, from another source. In the event cost-free coverage is available from another source, but at some point ceases to become available, the Borough shall reinstate the retiree's supplement. The Borough's obligation to provide coverage for any individual, whether retiree or his/her spouse, shall terminate upon that individual attaining eligibility for Medicare.

D. Dental Insurance

The Borough shall provide the dental benefits summarized and attached hereto as Exhibit C, through an insurer of its choice, for each full-time police officer and his or her eligible dependents. The Borough will give the Union thirty (30) days written notice prior to changing the plan or carrier.

E. Election to Delete Health Care

Any full-time police officer can elect to be deleted from the Borough of Green Tree's health insurance program subject to such full-time police officer presenting proof of similar insurance from another source. In the event that such full-time police officer elects to be eliminated from the Borough's health insurance program for any year during the effective term of this Agreement, then said officer shall be entitled to and shall be paid compensation in the amount of fifty percent (50%) of the applicable, current monthly premium.

However, should a full-time police officer elect to be deleted from coverage obtained by the Borough at any time during the term of this Agreement, he or she may re-enter the health insurance program provided for full-time police officers by the Borough of Green Tree, but subject to the then provision of the policies in effect.

F. Full-Time Probationary Police Officers

For the purposes of Sections 4 A, B and C, full-time officers shall also include full-time probationary police officers.

5. SICK LEAVE

- A. All full-time police officers shall earn twelve (12) days' sick leave per year at the rate of one (1) day per month. Full-time police officers shall be permitted to accumulate a maximum of one hundred eighty (180) days sick leave. Any officer who has accumulated more than 180 days sick leave as of January 26, 2004 shall be permitted to accumulate up to the amount of days accumulated as of January 26, 2004.

Any officer hired after January 1, 2016, shall earn eight (8) days sick leave per year. For each year of employment thereafter, each officer may earn an additional day of sick leave, until the maximum of twelve is reached.

- B. Any full-time police officer who retires during the term of this Agreement with accumulated sick leave will receive seventy-five (\$75.00) dollars per each day of accumulated sick leave up to a maximum of 90 days, and at the rate of one hundred seventy-five (\$175.00) dollars per day for day greater than 90, up to the maximum of 180 accumulated days. Said lump-sum payment for accumulated sick leave shall only be included in the calculation of retirement benefits to the extent authorized by the Pennsylvania Auditor General's Bulletin No. 2001-01, dated July 1, 2001, as amended. (See Article 10, Paragraph G below).

C.

1. A doctor's certificate shall be required of any officer who is absent due to illness or injury for three (3) or more consecutive scheduled work shifts. Such excuse shall state the nature of the illness or injury was such that the officer was unable to work, and shall also release the officer to return to work.

2. In any calendar year, when a police officer has had more than four (4) occurrences of sick leave use (an "occurrence" is defined as a consecutive period of absence of one or more consecutive scheduled work shifts), that police officer must, for the next twelve (12) months, produce a doctor's certificate for each additional day of sick leave utilization during that period as a precondition to any entitlement to receive sick leave pay. If the doctor's certificate is not timely provided, the officer will forfeit sick leave pay for the absence. Additionally, the officer may be subjected to disciplinary action for misuse of sick leave.

- D. For the purpose of Section 5A and 5C, full-time police officers shall also include full-time probationary police officers.

- E. Any full-time police officer who has accumulated more than one hundred and twenty (120) sick days, as of December 31 of each year, may elect, on or before December 31 of each year, to sell to the Borough sick days in excess of one hundred and twenty (120), up to a maximum of eight

(8) sick days per year, at the rate of two hundred seventy five dollars (\$275.00) per day. The Borough will make payment to eligible police officers on or before January 31 of the next year.

F. Sick Leave is defined as time not worked due to illness or injury, and shall not be considered to be a right of taking such as a vacation or personal day. Officers are required to use all accumulated days for leave under the Family Medical Leave Act and before Short Term and Long Term disability benefits are payable. Sick leave may also be used by an officer utilizing FMLA leave to care for an illness to an immediate family member (defined as spouse or child only) under the procedures established in the Borough's FMLA policy. Vacation and personal days may be utilized by officers utilizing FMLA leave to care for other family members.

6. SHORT AND LONG TERM DISABILITY INSURANCE

- A. During the term of this Agreement, the Borough shall provide non-occupational short-term disability coverage for each full-time police officer providing for a minimum of Two Hundred (\$200.00) dollars per week disability income commencing fifteen (15) days after the onset of the occurrence of disability from work and continuing for a period of not more than twenty-six (26) weeks. Effective January 1, 2011 the weekly disability income benefit shall be increased to Four Hundred dollars (\$400.00). On the fifteenth (15th) day or as soon as reasonably possible, the disabled police officer shall submit a fully completed short-term disability insurance claim form. Failure of the police officer to submit the aforesaid application shall result in the termination of sick leave pay.
- B. The Borough shall provide non-occupational long-term disability insurance coverage to each full-time police officer. Said policy shall include all provisions outlined in the long-term disability policy. Said long-term disability insurance coverage will provide a benefit of sixty percent (60%) of base monthly salary with a maximum of five thousand dollars (\$5,000.00) per month. The elimination period for said long-term disability insurance coverage is one hundred and eighty (180) days. As soon as reasonably possible, the disabled police officer shall submit a fully completed long-term disability insurance claim form. Failure of the police officer to submit the aforesaid application shall result in the termination of sick leave pay.
- C. All earned leave time (including but not limited to vacation, sick and compensatory time) shall be first used by a full-time police officer before he or she is eligible for disability benefits, including long-term disability insurance benefits.
- D. While a full-time police officer is receiving earned leave pay, all disability insurance benefits, including long-term disability insurance benefits, shall be paid and forwarded to the Borough of Green Tree.
- E. For purposes of Section 6A, 6B, 6C and 6D, full-time police officers shall include full-time probationary police officers.

7. SCHEDULING/OVERTIME

A. Meetings with Mayor/Chief of Police

All Police officers, if requested to attend meetings called by the Mayor and/or Chief of Police, will be paid at their regular hourly rate. However, if the officer attends such meeting during off-duty hours and has otherwise worked and received wages during the day the meeting is held of eight (8) hours, or forty (40) hours that week then such officer shall be entitled to one and one-half time his or her appropriate hourly rate as required under the Fair Labor Standards Act. No meeting will last longer than four (4) hours.

B. Court Appearances

Full-time officers when appearing in court while off duty shall be compensated at one and one-half (1-1/2) times the police officers appropriate hourly rate for a minimum of four (4) hours. This court appearance shall include any criminal or civil court proceeding arising from the scope of the police officer's employment.

C. Magistrate Appearances

Full-time officers when appearing at a magistrate's session while off duty shall receive one and one-half (1-1/2) times the police officer's appropriate hourly rate for a minimum of two (2) hours.

D. Definition of Off-Duty Time

In determining whether a police officer is entitled to compensation as overtime for attendance in court as set forth in Sections A and B, the police officer shall be considered off duty at any time which is not part of the police officer's regularly scheduled shift. It is understood that the municipality shall not change or modify any police officer's work schedule in order to avoid the payment of overtime unless agreed upon by both parties. It is also understood that if a full-time officer is required to appear in court two (2) or fewer hours before the start of his regular shift, he will be compensated for a minimum of two (2) hours. Likewise, if a full-time officer is held over on his or her scheduled shift for a court appearance and is released earlier than two (2) hours after the end of his or her shift, he or she will be compensated for a minimum of two (2) hours.

E. Court Appearances during Vacation

Any full-time officer appearing in court during a scheduled vacation period shall be granted compensatory time off. Such time shall not be considered as a vacation day for the officer. A vacation day shall be substituted for the vacation day lost pursuant to the officer's attendance at court.

F. Definition of Court Time

The provisions of this article shall apply for time spent as a witness for an investigating Grand Jury, Criminal Trials, Criminal Pre-Trial Hearings, Sentence court, Civil Court, Coroner's

Inquest, A.R.D. Hearings, Plea Bargaining Sessions, Preliminary Hearings, Hearings before a Pennsylvania Liquor Control Board or any other court or court-related sessions which occur during the officer's "off-duty" time as set forth in this article, wherein he or she appears as a prosecutor or witness in connection with his or her official duties.

G. Overtime Compensation

Overtime compensation at the rate of one and one-half (1-1/2) times the police officer's hourly rate shall be paid for work in excess of eight (8) hours per day and/or forty (40) hours per week, with the exception of the Chief of Police, who is an exempt employee.

H. Compensatory Time

Full-time police officers may elect to take compensatory time off in lieu of payment of overtime wages providing that said police officer may not accumulate more than sixty-four (64) hours of compensatory time off at one time. Compensatory time off is to be computed at a rate of one and one-half (1-1/2) times the number of overtime hours worked. Compensatory time may only be accumulated from approved overtime. Compensatory time shall be in accordance with the Fair Labor Standard Act. Compensatory time can only be used in blocks of four (4) consecutive hours or eight (8) consecutive hours.

I. Training and Seminars/On Duty

Time spent in training classes or seminars during on-duty hours shall be included for purposes of calculating overtime.

J. Training and Seminars/Off Duty

Time spent in training classes or seminars during off-duty hours shall not be included for purposes of calculating overtime.

K. Compensation for Authorized Off-duty Seminars/Training

All compensation for time spent in training classes or seminars during off-duty hours, if authorized by the Mayor or Chief of Police, shall be paid at the regular hourly rate. If an officer attends such a meeting during off-duty hours and has otherwise worked or received wages during the day the seminar or training classes are held of eight (8) hours, or forty (40) hours that week, then such officer shall be entitled to time and one-half the appropriate hourly rate as required under the Fair Labor Standards Act.

L. The schedule for the Department shall adhere to the following rules:

1. All lines shall have two consecutive pass days.
2. Pass days shall follow the same pattern for each line.
3. The ranking officer shall select his schedule first, but may not select a daylight shift.
4. Officers shall select their schedules in seniority order.

5. Beginning not later than November 1, officers shall select their schedules in three four-month periods for the following year.

6. Officers may not select the same line back-to-back in the same calendar year.

Current practices with respect to adjusting of schedules in the event of absences shall be maintained, and shall also be subject to the provisions of Section 29 – Part-Time Police Officers.

M. Overtime Procedure

A departmental overtime list will be maintained and shall be used in the following manner:

1. Probationary police officers shall not be entitled to work shift overtime, unless allowed by the Chief of Police in an emergency situation.
2. All overtime in the amount of four and one-half (4-1/2) hours or more will be entered on the overtime list.
 - a. When feasible, unfilled vacant shifts may be split between two officers.
3. The overtime list will be maintained on a monthly basis. A running total of overtime hours offered whether they are worked or not will be kept on each officer, and the total at the end of the month will be transferred to the next month's list. On January 1st of each year, all accumulated hours will revert back to zero (0), at which time seniority will be used to begin the process again.
4. When the occasion arises requiring an officer to be called for overtime, the officer with the least amount of accumulated overtime will be called first, second least amount of overtime called next, and so on. In the event that two (2) or more officers have equal accumulated overtime, seniority will prevail.
5. An officer will not be contacted for overtime on his vacation or any pass days preceding, following or falling within the scheduled vacation period.
6. An officer will not be contacted or charged with any offered overtime if the overtime available requires the officer to work more than sixteen (16) consecutive hours.
7. In the event that overtime hours are needed and those hours are known in advance to the Department, the time will be filled no earlier than seven (7) days preceding the known date. The daylight officer will make sure that these available hours are filled.
8. Officers will be contacted either by telephone or in person concerning all overtime.
9. If an officer is called and refuses or cannot be contacted, he or she will be charged with the amount of hours he or she would have received if the officer had worked those hours. For purposes of this paragraph, officers on the overtime call list described in paragraph 4 who are absent due to suspension (subject to being made whole in the event the suspension is reversed or limited), sickness, injury or FMLA leave will be considered unable to be contacted for that day and will receive a black 8 as described in paragraph 12.

10. All officers' schedules are subject to change as needed to cover open shifts due to vacation time, sick time, etc., with the exception of the days preceding and following his scheduled pass days unless the change would result in more time off for the officer. Officers will be notified of any scheduled change in writing. The Union agrees that the Borough has the right to establish schedules and to change schedules in order to avoid overtime. The Borough agrees that not more than one police officer's schedule will be changed to cover an open shift unless the officer agrees to it for training or similar purposes.
 11. In the event that part-time officers are used, overtime for full-time officers will be available as set forth in the Appendix addressing Part-Time officers.
 12. The following color code will be used to make entries on the overtime list:
 - Green - Indicates overtime worked
 - Black - Indicates overtime refused or could not be contacted.
- N. For purposes of Section 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7J, 7K and 7L, full-time police officer shall include probationary officers.
- O. Buddy Days
1. Consistent with Section 7(p)(3) of the Fair Labor Standards Act, officers may agree to trade shifts in accordance with the following conditions.
 - a. At least 48 hours written notice must be provided to the Chief or other designated command officer, and the Chief must agree to the proposed trade;
 - b. The proposed trade must indicate the dates and shifts which are proposed to be traded. There will be no open-ended trades;
 - c. Officers will remain responsible for ensuring that their scheduled shifts are covered. Officers must report for duty as scheduled if the replacement is unable to do so.
 - d. Regulations under Section 7(p)(3) provide that "the hours worked [on the trade] shall be excluded by the employer in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation under the Act."Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work scheduled for that shift." The Department of Labor requires that "the employee scheduled to work receives the credit (and compensation) as if he or she had worked" the traded shift.
 - e. The Regulations under Section 7(p)(3) do not require the Borough to maintain records of the hours of substituted work. Therefore, the Borough will not be responsible for rescheduling work days or any other record keeping associated with shift trades.

8. CLOTHING ALLOWANCE

- A. Each full-time police officer shall receive an annual cash clothing allowance of One Hundred Fifty (\$150.00) Dollars for which the officer need not submit any verification of purchase. In addition, each full-time officer shall be eligible to receive annually an additional sum up to Four Hundred Twenty Five (\$425.00) Dollars for actual verified clothing purchases. Payment of the additional clothing allowance or any portion thereof will be either paid by the Borough to the police officer upon receipt by the Borough of written verification of the purchase, or paid by the Borough directly to the vendor upon receipt by the Borough of written verification from the police officer of the purchase or order. In lieu of submitting paid invoices for reimbursement to the Borough, or submitting invoices to the Borough for direct payment to the vendor, the police officer may choose to purchase clothing with vendors with whom the Borough is able to submit a purchase order invoice, provided the amount of the invoice does not exceed the clothing allowance then remaining for the police officer. The clothing allowance may be used to purchase all clothing and uniform equipment approved by the Department. In addition, officers will be permitted to purchase one second on-duty weapon from the clothing allowance once during their Borough employment, unless the police officer can demonstrate that the second on-duty weapon has ceased to be functional, in which case the police officer will be permitted to use his clothing allowance to purchase a replacement, second on-duty weapon. To the extent any officer does not use the entire clothing allowance in any one (1) year, that officer may carry over only to the next year a sum not to exceed Three Hundred (\$300.00) Dollars. Effective January 1, 2008, the additional annual clothing allowance shall be four hundred and fifty dollars (\$450.00). Effective January 1, 2009, the additional annual clothing allowance shall be four hundred and seventy — five dollars (\$475.00).
- B. Probationary police officers are not entitled to the clothing allowance described in Paragraph 8(A) above during their probationary period. Upon hiring as a probationary officer, each probationary officer will be provided with the following uniform and equipment:
1. On duty weapon
 2. Two (2) badges - pin backing
 3. Uniform cap and rain cover
 4. Uniform raincoat
 5. Winter jacket
 6. Windbreaker jacket
 7. Five (5) Uniform pants
 8. Five (5) Uniform short sleeve shirts
 9. Five (5) Uniform long sleeve shirts
 10. One (1) Uniform ties
 11. One pair cut resistant gloves
 12. Taser
 13. One bullet proof vest
 14. On duty gun belt
 15. On & off duty holster
 16. Double Clip case

- 17. ASP baton with carrying case
 - 18. Handcuffs and carrying case
 - 19. Key ring & strap
 - 20. Glove pouch
 - 21. O.C. Spray & carrying case
 - 22. One pair shoes/boots
 - 23. One citation tin
 - 24. One gun box
 - 25. Approved holster
 - 26. Such other items as may be approved by the Chief
- C. Upon satisfactory completion of the probationary period and hiring as a full-time police officer by the Borough of Green Tree, each such officer will be entitled to a clothing allowance as outlined in paragraph 8(A) above pro-rated on a calendar year basis, where the numerator of the fraction is the number of full months remaining in the calendar year, and the denominator is the number 12. By way of example, if the offer of full-time employment is extended during any portion of the eighth (8^{111}) month, the pro rata share of the clothing allowance to which the officer will be entitled is nine-twelfths (9/12).
- D. In the event a probationary police officer does not satisfactorily complete the probationary employment, does not receive an offer of full-time employment, or for any reason does not accept an offer of full-time employment from the Borough of Green Tree, then all items of clothing and equipment set forth in Paragraph 8B(1) through 8B(26) shall be returned to the Borough of Green Tree.
- E. In the event any full-time police officer is terminated for cause, then all items of clothing and equipment set forth in Paragraphs 8B(1) through 8B(24) shall be returned to the Borough of Green Tree.
- F.
- 1. Officers terminating their employment with the Borough are entitled to keep any items purchased with their annual clothing allowance, but will return all items supplied to them by the Borough, e.g., taser, radio, etc. An inventory of equipment provided to each officer shall be maintained by the Chief of Police.
 - 2. Any officer who purchases a second duty weapon with his/her clothing allowance must remain employed by the Borough for one calendar year from the date of purchase, or else will be required to return the second duty weapon to the Borough upon termination of employment. The Borough will pay any transfer or other fees necessary to complete transfer of ownership from the departing officer to the Borough.

- a. An officer remaining employed beyond one year from the purchase of a second duty weapon may keep the weapon upon termination of his employment.

9. TUITION REIMBURSEMENT

Full-time police officers shall be eligible for reimbursement of fifty (50%) percent of tuition fees incurred for college or university-level courses provided that the institution to be attended and the courses to be taken are pre-approved by the Borough of Green Tree and provided the full-time police officer shall show evidence of the costs to the Borough of the tuition fee and provided that the police officer shall show evidence of satisfactory completion of the pre-approved course(s). Satisfactory completion is defined as obtaining a grade of "C" or better in the course. In order to be eligible for reimbursement, the courses must be job-related or must be required in order to obtain a job-related degree. In order to receive reimbursement, the full-time police officer must sign an agreement to state that, if he voluntarily resigns or retires from his employment with the Borough within three years of the date of reimbursement, he will pay back the Borough for the amount of the reimbursed tuition payment. Reimbursement is limited to a maximum of six (6) credits per semester.

10. FULL-TIME POLICE PENSION BENEFITS

- A. Beginning in 1998, any participant contribution shall be set annually based upon annual actuarial valuations by the Plan Actuary, in accordance with the applicable law, including Act 600 and Act 205 and the within Collective Bargaining Agreement. In setting the participant contributions, no reduction shall be made for any year after 1997 if the reduction for that year would necessitate a contribution by the Borough to the Plan from its general fund. Participant contributions shall be increased if for 1998 and later years and actuarial study by the Plan actuary certifies that participant contributions in excess of two and five-tenths (2.5%) percent are necessary to insure that no Borough contribution from the general fund is needed to keep the Plan actuarially sound or otherwise required pursuant to applicable law. If participant contributions in excess of two and five-tenths (2.5%) percent are required, participant contributions shall be set at that percent of compensation necessary to insure no contribution will be necessary from the Borough's general fund. In no event shall participant contributions exceed five (5%) percent of compensation. In determining whether or not a Borough contribution from the general fund would be necessitated, there shall be allocated to the Plan the general municipal system state aid actually received by the Borough as a result of the financial responsibilities of the Plan pursuant to Act 205.

This allocation formula shall not be binding on the Borough as to how it exercises its discretion in the actual distribution of the general municipal system state aid between pension plans for the Borough police officers including but not limited to the Plan.

- B. Eligible police officers shall have their pensions vested after twelve (12) years of service.
- C. Eligible police officers shall be permitted to buy back military time for pension purposes.
- D. The Police Pension Plan shall also include such other provisions as may be applicable to the Plan by legislative enactment by the Borough of Green Tree and not otherwise amended by this Agreement.

- E. Upon retirement, full-time police officers who have completed 26 years or more of service shall be entitled to a service increment of One Hundred (100.00) Dollars per month for each year of service over 26 years, to a maximum of Five hundred dollars (\$500.00) per month after 30 years of service.
- F. Probationary officers shall be required to contribute to the pension plan from their first day of employment, should contributions be required from full-time police officers.
- G. In accordance with the Bulletin of the Pennsylvania Auditor General, No. 2001-01, dated July 1, 2001, lump sum payments received by a full-time police officer upon retirement shall not be included in final salary, for purposes of calculating the officer's pension, except to the extent that the amount represents payment for days or benefits accumulated, but unused, during the last thirty-six (36) months of employment.
- H. The Borough agrees to amend the police pension plan to add a Deferred Retirement Option Plan (DROP), as listed below. The DROP period will be five (5) years. Eligibility for the DROP will be age fifty-four (54) with twenty-five (25) years of service.
- I. The Borough will take the necessary action in order to obtain any governmental approval so that police officers will be able to make their pension contributions on a pre-tax basis, for federal income tax purposes only, based upon existing law Internal Revenue Code §414 (h)(2). This provision is contingent upon the Borough obtaining any necessary approval.
- J. Deferred Retirement Option Plan (Drop) Definitions
 - 1. DROP — The Deferred Retirement Option Plan created as an optional form of benefit under the existing Borough of Green Tree Police Pension Plan.
 - 2. DROP Account — A separate ledger account created to accumulate the DROP pension benefit for a DROP participant.
 - 3. Member — A full-time Borough of Green Tree police officer covered by the Plan.
 - 4. Participant — A member who is eligible for normal retirement and who has elected to participate in the DROP program.
 - 5. Plan — The Borough of Green Tree Police Pension Plan adopted pursuant to Act 600.

K. Drop Provisions

- 1. Eligibility - Effective January 1, 2007, members of Teamsters Local 205 bargaining unit that have not retired prior to the implementation of the DROP program, may enter into the DROP on the first day of any month following the attainment of age 54 and the completion of 25 or more years of credited service with Borough of Green Tree.
- 2. Written Election - An eligible Member of the Plan electing to participate in the DROP program must complete and execute a "DROP Election Form" prepared by the Borough of

Green Tree Manager and/or the plan administrator, which shall evidence the Member's participation in the DROP program, and document the Participant's rights and obligations under the DROP. The form must be signed by the Member and the Chief Administrative Officer of the Plan and submitted to Borough of Green Tree, within 30 days of the date on which the member wishes the DROP election to be effective. The DROP Election Form shall include an irrevocable notice to the Borough of Green Tree by the Member, that the Member shall terminate from employment with Borough of Green Tree Police Department effective on a specific date five (5) years from the effective date of the DROP election. In addition, all retirement documents required by the Borough of Green Tree Police Pension Plan Administrator must be filed and presented to the Borough of Green Tree Council for approval of retirement and commencement of the monthly pension benefit. Once the retirement application has been approved by the Council, it shall become irrevocable.

After a Member enters the DROP program, contributions to the pension plan by the Participant and the Borough will cease, and the amount of the monthly benefits will be frozen except for any applicable cost-of-living adjustment (COLA) increases awarded to all pension recipients.

Members shall be advised to consult a Tax Advisor, of their choice, prior to considering the DROP program, as there may be serious tax implications and/or consequences to participating in the DROP program.

3. Limitation on Pension Accrual - After the effective date of the DROP election, the Participant shall no longer earn or accrue additional years of continuous service for pension purposes.
4. Benefit Calculation - For all Plan purposes, continuous service of a Member participating in the DROP program shall remain as it existed on the effective date of commencement of participation in the DROP program. Service thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Borough of Green Tree Police Pension Plan. The average monthly pay of the Member for pension calculation purposes shall remain as it existed on the effective date of commencement of participation in the DROP program. Earnings or increases in earnings thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Plan. The pension benefit payable to the Participants shall increase only as a result of Cost-of-Living Adjustments (COLAs), effective on or after the date of the Member's participation in the DROP program.
5. Payments to DROP Account - The monthly retirement benefits that would have been payable had the member elected to cease employment and receive a normal retirement benefit shall, upon the Member commencing participation in the DROP program, be credited on the first day of each month into a separate ledger account established by the Plan Administrator to track and accumulate the Participant's monthly pension benefits. This account shall be designated the DROP Account. The DROP Account shall not

contain a guaranteed interest rate. The account shall be managed by the Plan Administrator pursuant to the same fiduciary obligations and principles applicable to management of the municipal pension plans. The Plan Administrator may allow Participants to select certain types of investments from an available list of choices. Frequency of investment changes will be at the discretion of the Plan Administrator. All earnings credited to the DROP account will be included in the final cash settlement.

6. Early Termination - A Participant may withdraw from the DROP program at any time and effectuate a complete retirement from service. No penalty shall be imposed for early termination of DROP participation. However, the Participant shall not be permitted to make any withdrawals from the DROP Account until DROP participation has ended.
7. Payout - Upon the termination date set forth in the DROP Election Form or on such date as the Participant withdraws or is terminated from the DROP program, if earlier, the normal retirement benefits payable to the Participant or the Participant's beneficiary, if applicable, shall be paid directly to the Participant or beneficiary and shall no longer be credited to the DROP Account. Within thirty (30) days following the actual termination of a Participant's employment with Borough of Green Tree, the accumulated balance in the DROP Account shall be paid to the Participant in a single lump-sum payment. Such payment shall be made either in cash, subject to any federal withholding as may be required, or as a direct rollover to an Individual Retirement Account (IRA). If the Participant selects the rollover option, he or she must also submit the appropriate paperwork from the IRA custodian within twenty (20) days following termination.
8. Death - If a Participant dies before the DROP Account balance is paid, the Participant's beneficiary under Act 600 shall have the same rights as the Participant to withdraw the DROP Account balance. The monthly benefit credited to the Participant's DROP Account during the month of the Participant's death shall be the final monthly benefit for DROP participation.
9. Killed-In-Service Survivor Benefit - If a Participant is killed in service, the Participant's beneficiaries under Act 600 shall be entitled to apply for and receive a recalculation for payment of survivor benefits at 100% of the Participant's salary as fixed at the date of retirement.
10. Amendment - Any amendments to the DROP Ordinance shall be consistent with the provisions covering deferred retirement option plans set forth in any applicable collective bargaining agreement or state or federal law, and shall be binding upon all future Participants and upon all Participants who have balances in their DROP Accounts.

L. Effective Date

The Effective Date of the DROP program will be January I, 2007.

M. Severability

The provisions of this Ordinance shall be severable, and if any of its provisions shall be held to be unconstitutional or illegal, the validity of any of the remaining provisions of this Ordinance shall not be affected thereby. It is hereby expressly declared as the intent of the Borough of Green Tree that this Ordinance has been adopted as if such unconstitutional or illegal provision or provisions had not been included herein.

N. Pending Litigation

In the event of the passage of legislation governing DROPs in the Commonwealth of Pennsylvania, this Ordinance shall be amended to comply with any new legal requirements set forth in such legislation. The application of any amendments to police officers actively employed as of the effective date of any such legislation shall be governed by and consistent with constitutional principles applicable to the pension and retirement benefits.

11. LIFE INSURANCE

Paid life insurance shall be provided by the Borough of Green Tree for each full-time police officer as follows:

- A. Coverage for double indemnity for accidental death or dismemberment.
- B. \$30,000.00 will be increased, effective March 1, 2004, to Fifty Thousand (\$50,000.00) Dollars provided that the Borough may insure officers' lives naming itself as beneficiary in any amount it deems appropriate.
- C. Life insurance in the amount of Five Thousand (\$5,000.00) Dollars shall be provided by the Borough for all retired full-time police officers.
- D. For purposes of Sections 11A, 11B and 11C, full-time police officers shall include full-time probationary police officers.

12. SHIFT ALLOWANCE

A shift allowance benefit of Fifty Cents (\$0.50) and One dollar (\$1.00) respectively shall be payable for each hour worked for each tour of duty on the second shift (3:00 p.m. to 11:00 p.m.) and third shift (11:00 p.m. to 7:00 a.m.) respectively.

13. CALL OUT PAY

Any full-time police officer, including full-time probationary police officers, reporting for work outside of his or her normal assignment on a "call out" basis shall receive a minimum of two (2) hours at the prevailing overtime hourly rate of pay.

14. LONGEVITY

Full-time police officers shall be entitled to the following annual longevity pay:

One Thousand (\$1,000.00) Dollars after five (5) full years of continuous employment. Thereafter, after each full year of continuous employment, part-time police officers will receive an additional One Hundred (\$100.00) Dollars for each year in excess of five (5) full years of continuous employment, up to a maximum of Two Thousand Five Hundred dollars (\$2,500.00) after twenty (20) full years of continuous employment.

Effective January 1, 2011, full-time police officers shall be entitled to the following annual longevity pay:

One Thousand Three Hundred Fifty (\$1,350.00) Dollars after five (5) full years of continuous employment. Thereafter, after each full year of continuous employment, full-time police officers will receive an additional One Hundred (\$100.00) Dollars for each year in excess of five (5) full years of continuous employment, up to a maximum of Two Thousand Eight Hundred And Fifty Dollars (\$2,850) after twenty (20) full years of continuous employment.

All officers hired after January 1, 2016, longevity shall begin after seven (7) years of full-time employment.

15. RETIREMENT

Full-time police officers shall be eligible for retirement at age fifty (50) with twenty-five (25) years service.

16. FALSE ARREST INSURANCE

The Borough shall provide and pay the full cost of false arrest insurance through the Teamsters Legal Defense Insurance Fund for each officer.

17. HOLIDAY PAY

A. The following holidays shall be observed as paid holidays:

1. New Year's Day
2. Good Friday
3. Easter
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Christmas Day
10. Birthday

- B. The following days shall be designated as "Festive Days".
 - 1. New Year's Day
 - 2. Independence Day
 - 3. Thanksgiving Day
 - 4. Christmas Day
 - 5. Easter
- C. Full-time police officers and Probationary police officers not scheduled to work on Non Festive holidays shall receive an additional eight (8) hours pay.
- D. Full-time police officers and Probationary police officers scheduled to work on Non-Festive holidays shall receive an additional twelve (12) hours pay.
- E. Full-time police officers and Probationary police officer not scheduled to work on designated Festive holidays shall receive an additional eight (8) hours pay.
- F. Full-time police officers and Probationary police officers scheduled to work on designated Festive holidays shall receive an additional sixteen (16) hours pay.
- G. With the exception of Thanksgiving Eve, past the hour of midnight, and New Year' Eve, past the hour of midnight, a maximum of two (2) officers shall be permitted per shift on Festive holidays.
- H. In the event more than two (2) officers per shift are scheduled to work on a Festive holiday, one officer will be excused from work and shall be compensated at the same rate as officers not scheduled to work. The officer excused from the Festive holiday shall be paid at the rate outline in 17(E).
 - I. In regard to the officers scheduled to work any shifts that may be affected by Paragraphs H above, the officer having the most seniority shall have the right to first select to be excused from the shift or to work the shift.
 - J. The Mayor of the Borough of Green Tree shall have the authority and discretion to override the limitations set forth in Paragraphs H and I above if, in the exercise of his discretion, he believes the safety and security of the Borough, it residents and its Police Department require such action.
 - K. Officers must work the last scheduled day before a holiday and the next schedule day after the holiday to be eligible for holiday pay.
 - L. All holidays shall commence at midnight on the date of the holiday and shall continue for 24 hours. For employees working on a holiday, holiday pay as described in sections 17(D) and 17(F) shall be paid prorate. Example: the officer working 11-7 beginning the day before the date of the holiday shall receive seven (7) hours of holiday pay at the appropriate rate, beginning at midnight. The officer working

11-7 beginning on the date of the holiday shall receive one (1) hour of holiday pay at the appropriate rate, ending at midnight.

18. VACATION

- A. Full-time police officers shall be entitled to ten (10) days' vacation after the completion of one (1) full year of continuous employment.
- B. Full-time police officers shall be entitled to fifteen (15) days' vacation after the completion of five (5) full years of continuous employment.
- C. Full-time police officers shall be entitled to twenty (20) days' vacation after the completion of twelve (12) full years of continuous employment.
- D. After the completion of fifteen (15) full years of continuous employment, full-time police officers shall be entitled to one (1) additional day of vacation; and, after the completion of each additional full year of continuous employment, one (1) additional day of vacation, up to a maximum of twenty-five (25) days' vacation after the completion of nineteen (19) full years of continuous employment.
- E. Starting at the end of 2007, police officers shall not be permitted to carryover vacation days to the next calendar year.
- F. Vacation entitlement for newly hired officers shall be prorated based on their hire date.

G. Vacation Selection

1. The vacation day requests procedure will officially begin on the first day of the New Year, however vacation requests may begin in December of the previous year if possible.
2. As of the first of the year the Officer with highest seniority will have (3) days to submit his vacation day requests.
3. After the request is received, approved, and posted, the next officer highest in seniority will be notified via e-mail to submit their vacation day requests
4. After being notified to submit your days you will have (3) days to submit your request.
5. If the vacation day requests are not received within (3) days, that Officer will be skipped and the next officer highest in seniority will be notified to submit their days.
6. The first round of picks will consist of a maximum of (10) days.
7. The first round of vacation day requests will consist of (10) days in blocks of a minimum of (3) days and a maximum block of (10) days.

Ex. Three picks in the following formation: (4) day block; (3) day Block; & (3) day Block

8. The second round of vacation days will consist of a maximum of (10) days following the same order of seniority

9. The second round of picks will consist of (10) days, at least (5) of the days will be picked in blocks with a minimum of a (3) day block, and (5) days can be used in any configuration of single days or blocks.

Ex. (5) day Block; (2) Day Block; (2) Day Block; & (1) Day

10. Personal day requests, Comp day requests, or "Buddy Day" requests that are submitted in conjunction with future vacation days will not be accepted
11. Changing Vacation day requests — Any change that would reduce the initial vacation day requests to a block of vacation days less than the minimum specified will be denied except under extenuating circumstances.
12. The exchanging of Vacation days for Personal days, Comp Days or "Buddy Days" will be not be permitted. Officers will not be permitted to make a request for a vacation day and then change it to a Comp or Personal day, or "Buddy Day."
13. Only two Officers are permitted to select vacation on the same day.
14. If an Officer of lesser seniority wishes to submit vacation requests prior to the completion of the selection process, the request will be considered if all officers of greater seniority do not oppose the selection. The early-selected days will count against that officer's round of picks.
15. All vacation days are to be submitted by April 1.

19. PERSONAL DAYS

Full-time police officers will be allowed two (2) personal days each year. Officers must give reasonable notice, preferably forty-eight (48) hours, before taking a personal day. There shall be no accumulation of personal days from year to year and no payment for days not used.

20. EDUCATIONAL BONUS

An educational bonus for full-time police officers will be paid in the amount of Six Hundred (\$600.00) Dollars yearly for officers possessing a Bachelors Degree, and Eight Hundred (\$800.00) Dollars yearly (non-cumulative) for officers possessing a Masters Degree. Probationary police officers shall not be entitled to the educational bonus. No officer hired after January 1, 2016 shall be entitled to the educational bonus

21. MANAGEMENT RIGHTS

The management of the Department and the direction of the working forces is vested exclusively in the Borough and the Borough shall continue to have all rights customarily reserved to management, including the right to schedule hours or to require overtime work and the right to establish or continue overall reasonable policies, practices, procedures, rules and regulations pertaining to the performance, discipline, appearance, conduct and general operation of the - Department.

22. JURY DUTY

- A. In the event a full-time or Probationary police officer is called for Jury duty and required to attend, the police officer shall be paid the difference between the sum received for Jury Service and his/her regular rate of pay.
- B. Full-time or Probationary police officers required to attend Jury duty shall be excused from his tour of duty for that day when scheduled to work either 7:00 a.m. to 3:00 p.m. or 3:00 p.m. to 11:00 p.m. A police officer shall be excused from the 11:00 p.m. to 7:00 am. shift prior to the day of Jury Duty.

23. BEREAVEMENT LEAVE

- A. Up to three (3) days paid leave, which shall include the day of the funeral, shall be granted to a full-time and Probationary police officer in the event of a death in the police officer's immediate family. Immediate family shall be defined as Spouse, Mother, Father, Mother-in-law, Father-in-law, Sister, Brother, Child, Grand-child, and/or Grandparent.
- B. Full-time and probationary police officers shall be entitled to one (1) day paid leave to attend the funeral for the death of a family member not included in the immediate family. Family members outside the immediate family shall be defined as sister-in-law, brother-in-law, uncle, and/or aunt.
- C. The Mayor of the Borough of Green Tree may, with approval of the Borough Manager, increase the paid funeral leave up to five (5) days if the decedent is the spouse or child of the police officer.
- D. In the event a member of the police officer's immediate family is to be buried more than fifty (50) miles from Green Tree Borough, one (1) additional day of paid leave shall be granted.

24. PROBATIONARY POLICE OFFICERS

The exclusion or inclusion of full-time probationary police officer in any paragraph of the within Agreement is deemed intentional, and no rights or benefits shall accrue to the said full-time probationary police officer, except as set forth herein, and except for the right to grieve under Paragraph 25 hereafter.

25. GRIEVANCE PROCEDURE

A grievance shall be defined as any dispute arising from the interpretation of this Agreement, including questions of discipline and discharge. The Borough shall not discipline or discharge any police officer without just cause. A police officer disciplined or discharged by the Borough may elect to contest his discipline or discharge through the grievance and arbitration procedure contained herein or through Civil Service procedures. Once a police officer elects one forum, he may not change to the other.

Step 1. The member, either alone or accompanied by a representative of the Union, or the Union itself; shall present the grievance in writing to the Chief of Police within fifteen (15) days of its occurrence or knowledge of its occurrence. The Chief shall report his decision in writing to the member and the bargaining unit representative within seven (7) days of its presentation.

Step 2. In the event that the grievance is not settled at Step 1, an appeal must be presented in writing by the member or the Union representative to the Borough Manager within seven (7) days after the response at Step 1 is due. The Borough Manager or his representatives shall meet with representatives of the Police to discuss the matter within seven (7) days of receipt of the appeal from Step 1. If the grievance remains unsettled, a written notice will be provided by the Borough Manager within seven (7) days of the meeting.

Step 3. In the event that the grievance has not been satisfactorily resolved in Step 2, the Union representative may initiate an appeal by serving upon the Borough Manager a notice in writing of his intent to proceed to arbitration within seven (7) days after the receipt of the Step 2 decision is due.

The arbitrator is to be selected by the parties jointly within seven (7) days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the

Pennsylvania Bureau of Mediation to submit a list of seven (7) possible arbitrators.

The parties shall meet within seven (7) days of the receipt of said list for the purpose of selecting the arbitrator by alternatively striking one (1) name from the list until only one (1) name remains. The employer will strike the first name.

The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement. The arbitrator shall confine himself to the precise issues submitted for arbitration. The arbitrator has no authority to determine any issues not submitted to him. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall be requested to issue his decision within thirty (30) days after the hearing.

All of the time limits contained in this article may be extended by mutual agreement. If the employer fails to respond in a timely manner in any step of the grievance procedure, the grievance is automatically moved to the next step of the grievance procedure.

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

An aggrieved member and Union representative and a reasonable number of witnesses shall be granted reasonable time during working hours to process grievances in accordance with this action without loss of pay or leave time.

The Borough must notify the grievance representative of any grievance filed, and the grievance representative must have an opportunity to appear with the grievant at all steps of the grievance procedure.

The Union shall notify the Borough in writing concerning who is the authorized Union representative on behalf of Teamsters Local 205.

26. DRUG AND ALCOHOL TESTING

The Borough and Teamsters Local 205 agree to drug and alcohol testing pursuant to the provisions of the Borough of Green Tree Policy Statement CDL Drug and Alcohol Use, adopted by Green Tree Borough Council on May 6, 1996, Ordinance No. 1311, a copy of which is attached hereto as Exhibit "E". The Borough shall attempt to address the frequency of random testing by determining if the officers can be placed in a different pool.

27. BILL OF RIGHTS

- a. Any complaint filed against a police officer will be documented in writing. Complaints received by telephone or other non-written means will be reduced to writing and physically documented. The police officer shall be supplied with a copy of the documented complaint.
- b. When any complaint is made against a police officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.
- c. When any citizen complaint is filed more than twelve (12) months after the date of the alleged event complained of, which if true could not lead to a criminal charge, such complaint shall be classified as unfounded and the accused employee shall not be required to submit a written report, but he shall be notified orally or in writing of such claim.
- d. A police officer under investigation as the result of a complaint, or who is a witness in an investigation, must first be informed of the nature of the complaint before he may be interviewed as part of the investigation. If the police officer writes a written statement, if a transcript of an interview is taken, or other official form of record is made, a copy of same must be given to the police officer, without cost, upon request. This clause shall not apply to the notes made during the investigation.
- e. If any police officer under investigation is under arrest, or is likely to be placed under arrest as a result of the investigation, he shall be completely informed of all his rights prior to the commencement of the investigation.
- f. Any police officer under investigation for a non-criminal matter, may upon request, be represented by a union representative during any interview. Officers under investigation for potentially criminal matters may be represented by counsel of his choice in addition to a union representative. Counsel and/or the union representative may be present at all times during the interview, but may not interfere with the interview except to advise the officer of his legal and contractual rights. Interviews will be delayed for a reasonable time until representation can be obtained.
- g. All complaint investigations shall be conducted promptly. Officers may request updates in the event of an extended investigation. All such requests must be submitted in writing. Disciplinary action shall be administered within a reasonable time after the conclusion of the investigation of the offense.

h. Reckoning Period: A sustained disciplinary action against an officer may be considered in subsequent disciplinary hearings or for purposes of promotion, consistent with the following reckoning periods:

1. Disciplinary action in the form of a verbal or written reprimand may be considered in determining the penalty for a subsequent offense or for promotion purposes for a period of one (1) year. A verbal or written reprimand shall be considered "sustained" when it is issued, unless challenged through the grievance procedure, in which case it shall be considered "sustained" on the date of an arbitration award upholding the reprimand. If the officer is not the subject of any sustained disciplinary action during the reckoning period, then the discipline shall not be considered for purposes of any future discipline.
2. Disciplinary action in the form of a suspension may be considered in determining the penalty for a subsequent offense or for promotion purposes for five (5) years.
3. Discipline imposed during the term of a prior Agreement shall be considered only for as long as permitted under that Agreement.

28. DUES DEDUCTION AND FAIR SHARE FEE

- A. All employees who are members of the Union as of the date of this Agreement, I and all employees who hereafter become members of the Union shall, as a condition of their employment, maintain their membership in good standing in the Union for the duration of this Agreement. Failure of any such person to maintain his membership in good standing as required herein shall, upon written notice from the Union to the Employer and the employee, cause the Employer to discharge such person.
- B. 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 amount designated by each contributing employee that are to be deducted from his/her paycheck 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 a monthly basis, in one check the total amount deduction is made, employee's Social Security Number and the amount deducted from employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

C. Dues Check-Off

1. The Employer agrees to deduct monthly Union dues, fees 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. Monthly dues and or fair share fees shall be owed by part-time officers only for those months in which they work at least thirty two (32) hours.

2. A dues check-off authorization is to be voluntary, but once given, it may not be revoked until fifteen (15) days prior to the expiration of the Agreement.
3. The Union agrees to indemnify and save the Employer harmless from any and all claims, suites, or other forms of liability arising out of deductions of money for Union dues under this Article.

29. PART-TIME POLICE OFFICERS

- A. The Borough shall be permitted to employ not more than three (3) part-time officers to supplement the full-time workforce. If the complement of full-time officers falls below 9 because of retirement, resignation or death, part-time officers may continue to be used as long as the Borough takes prompt action to fill the vacancy.
- B. There shall be at least one full- time officer scheduled for patrol work on each shift.
- C. The Union is recognized as the collective bargaining agent for part-time officers who have been employed for one calendar year or who have worked for a total of 1040 hours, whichever is less, and the term "officer" is used herein shall mean "officer" as defined in this Agreement.
- D. The following terms and conditions of employment shall apply to part-time officers employed by the Borough.
 - 1. All part-time officers shall be hired through a formal hiring process as established by the Borough. This clause shall not be construed to exclude part-time officers from the grievance procedure described this agreement with the exception of any discipline imposed upon such officers during their probationary period shall not be subject to grievance arbitration.
 - 2. Part-time officers shall be provided a monthly work schedule at the discretion of the Chief, but shall not be scheduled for more than twenty-four (24) hours per workweek; provided however, that part-time officers' schedules may be changed to provide more than twenty-four (24) hours in a workweek for replacement of officers who are on paid or unpaid leave, including, but not limited to: sick leave, Heart and Lung/workers' compensation, FMLA, or vacation as outlined in subsection (3). Additionally, part-time officers may be scheduled to fill vacancies created by the suspension, resignation, retirement or death of an officer, subject to Paragraph A.
 - 3. Part-time officers may be used to supplement full-time officers, and may replace a full-time officer in the following circumstances:
 - a. When a full-time officer absent for an extended period exceeding one (1) week due to illness, injury or other reason (e.g., military commitment);
 - b. When a full-time officer schedules vacation of three (3) or more consecutive days;
 - c. If two full-time officers are scheduled for vacation on the same day, a part-time officer may be used to fill one of the vacation days;
 - d. If, after exhausting the call-out list of full-time officers, the Borough is unable to fill an overtime shift.

4. Part-time officers shall serve a probation period, for twelve (12) months; unless otherwise agreed upon by the parties, such probation period shall not be credited toward a probation period applicable to newly hired full-time officers.
5. Part-time officers shall not accrue seniority. The Chief shall have authority to utilize part-time officers without regard to relative seniority amount part-time officers.
6. Part-time officers shall be paid at seventy-five (75%) percent of the patrolman's rate.
7. Part-time officers shall receive holiday pay, which shall consist of time and one-half, for hours worked on a holiday.
8. Part-time officers who are required to attend civil, criminal, or traffic court proceedings when off duty shall be paid at their regular hourly rate of pay but shall otherwise be paid in accordance with the terms of Article 7B and 7C.
9. Part-time officers shall be paid at time and one-half for all time worked in excess of their scheduled shift.
10. Part-time officers shall be provided uniforms and equipment required by the Borough at the expense of the Borough. Part-time officers who terminate employment with the Borough will be required to return equipment.
11. All mandatory training shall be provided at the expense of the Borough, unless such training has been provided by another municipality.\
12. In the event the Borough elects to fill a full-time position, civil service eligible Part-time officers will be considered for the position to the same extent as other qualified candidates from any list certified by the Civil Service Commission.
13. Except as otherwise expressly set forth in this section, any fringe benefits provided under this agreement to full-time officers, including, by way of illustration, life insurance, medical insurance, and dental plan coverage shall not be available to part-time officers.

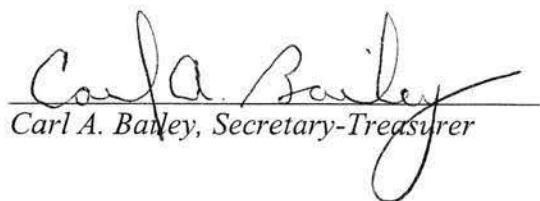
30. MISCELLANEOUS CLAUSE

- A. Title Clause
Titles have been assigned to the sections herein for descriptive purposes only and are not from any list certified by the Civil Service Commission. Gender Clause
Whenever any words are used in this Agreement in the masculine gender, they shall be construed as if they also included the feminine gender.
- C. A five hundred dollar (\$500.00) annual bonus will be paid to any full-time police officer who voluntarily takes and passes a physical agility test. The physical agility test will be determined by the Borough. The Borough agrees to discuss the physical agility test with Teamsters Local 205 prior to implementation.

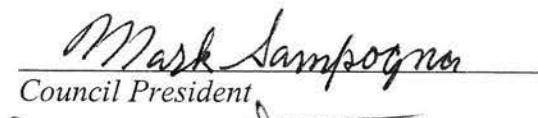
- D. The practice of picking up a police officer before his shift will be discontinued except to the extent that the police officer lives within the Borough or within one mile of the Borough.
- E. The Family Medical Leave Act (FMLA) Policy attached hereto shall be applicable to members of the Teamsters Local Union No. 205 bargaining unit.

IN WITNESS THEREOF, the parties have set their hands and seals this
2nd day of July, 2019.

TEAMSTERS LOCAL UNION NO. 205


Carl A. Bailey, Secretary-Treasurer

BOROUGH OF GREEN TREE


Mark Sampognaro
Council President

W. David Montz, Borough Manager

Borough of Green Tree Family Medical Leave Act Policy

I. PURPOSE:

The purpose of this policy is to establish guidelines for compliance with the Family and Medical Leave Act (FMLA) of 1993, and to set forth the rights and responsibilities of both eligible employees and the Borough of Green Tree. FMLA does not require that leaves be paid. However, time designated as FMLA leave may be paid, unpaid, or a combination of paid and unpaid, as specified in this policy.

This policy may be amended from time to time to comply with changes to the FMLA statute.

II. SCOPE:

This policy and related procedures apply to all eligible employees as defined by FMLA and as otherwise defined herein.

III. POLICY: FMLA REQUIREMENTS AND DEFINITIONS

The Borough of Green Tree ("Borough") will fully comply with all aspects of the Family and Medical Leave Act of 1993.

Employment may be terminated for any employee who exceeds an approved leave of absence of any duration without a legally-protected justification.

IV. THE FAMILY AND MEDICAL LEAVE ACT

The Borough allows eligible employees to take job-protected, unpaid leave or appropriate accrued paid leave, called Family and Medical Leave Act ("FMLA") leave, for up to a total of 12 work weeks in any 12-month period because of:

- The birth of an employee's child;
 - The placement of a child for adoption or foster care with an employee;
 - Circumstances where the employee is needed to care for a child, spouse, or parent who has a serious health condition; or
- The employee's own serious health condition which makes him/her unable to perform the functions of his/her job.
- For a "qualifying exigency," as defined below.

Qualifying exigency leave allows families of active duty military members to manage their affairs while they are on active duty or called to active duty status. Family members may use all or part of the regular allotment of 12 weeks of FMLA leave. A "qualifying exigency" includes: (1) short notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) financial and legal arrangements; (5) counseling; (6) rest and recuperation (up to five days); (7) post-deployment activities; and (8) any additional activities not listed but agreed to by the employer and the employee.

The FMLA also provides "military caregiver leave" for eligible employees who are family members or next of kin of covered service members up to 26 weeks of leave in a single 12-month period to care for a service member who has a serious illness or injury that was incurred in the line of duty while on active duty. This type of leave also permits eligible employees to take leave to care for veterans who are undergoing medical treatment, recuperation or therapy for a serious injury or illness that occurred in the line of duty during the previous five years. The 26 weeks of military caregiver leave is provided for each service member and for each illness or injury incurred.

While on approved FMLA leave, eligible employees will have health benefits maintained as if they had continued to work instead of taking the leave.

Spouses who are both employed by the Borough are entitled to a combined total of 12 weeks' leave (rather than 12 weeks each) in any 12 month period for the birth or care of the employees' child, for the placement in adoption or foster care of a child and care after placement, or for the care of a parent with a serious health condition. Eligible spouses who are both employed by the Borough are entitled to a combined total of 26 weeks leave in any 12-month period for a combination of FMLA leave to care for an injured service member and any other type of FMLA leave (rather than 26 weeks each).

This policy applies to all FMLA leaves for hourly and salaried employees, whether FMLA leave was requested by the employee, or designated by the Borough .

If an employee is entitled to both FMLA leave and any type of accrued paid leave (*e.g.*, vacation, sick days, personal days), the time periods will run concurrently and employees must use all available accrued paid leave while on FMLA leave.

If a leave of absence is eligible as FMLA leave, then FMLA will be applied.

V. ELIGIBILITY FOR FMLA LEAVE

To be eligible for FMLA, an employee must have been employed by the Borough for at least 12 months and must have worked at least 1,250 hours during the 12-month period preceding the beginning of the leave. The employee must also provide appropriate medical certification of eligibility for FMLA leave. For purposes of determining FMLA leave eligibility for the next year following an employee's FMLA leave, the Borough will use the "rolling method," which means that it will measure the 12-month period backward from the date the employee's second FMLA leave is scheduled to begin.

VI. REQUEST FOR FMLA LEAVE

An employee must provide the Borough at least 30 days advance notice before FMLA leave is to begin if the need for FMLA leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or family member. Employees should submit FMLA requests to the Borough Manager. The employee's request for FMLA leave should:

- be in writing;
- set forth the reason for the requested leave;
- contain the anticipated duration of the leave; and
- designate the expected start date of the leave.

If 30 days advance notice is not practicable, such as because of the lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as possible and practical, taking into account all of the facts and circumstances in the individual case. This ordinarily means that employees are expected to give at least verbal notification to the Borough within one or two business days of when the need for leave becomes known to the employee.

When the leave is for planned medical treatment, the employee must consult with the Borough and make a reasonable effort to schedule the leave so as not to unduly disrupt Borough operations, subject to the approval of the health care provider.

In those cases where an employee has not designated an absence/leave as FMLA leave, and the Borough receives information indicating that the employee's absence/leave may be for FMLA-covered reasons, the Borough has the right to designate such absence/leave as FMLA leave, and to count that time toward the employee's total 12-week entitlement of FMLA-covered leave. In such circumstance, the Borough may require the employee to have certification completed by a health care provider to confirm that the leave is for a FMLA-covered reason.

VII. REQUIRED MEDICAL CERTIFICATION

The Borough will require medical certification to support FMLA leave. Each employee who may qualify for FMLA leave will be provided with an appropriate form requesting medical certification concerning the need for the employee's absence. The employee must return the medical certification form to the Borough Manager within a *reasonable* time period (*normally* 15 calendar days after the employee receives the medical certification form). Failure of an employee to return the certification form on a timely basis in cases of foreseeable leave may delay the taking of FMLA leave. Failure of an employee to return the certification form on a timely basis in other cases may delay the continuation of FMLA leave.

Failure of an employee to return the certification form at all will result in the loss of all FMLA benefits and protections, because the leave will not be FMLA leave.

If the minimum duration of the period of incapacity furnished by the health care provider is more than 30 days, no re-certification will *normally* (see exceptions set forth below) be required until the minimum initial period of incapacity has passed. The Borough reserves the right, however, to request subsequent and/or additional certification of FMLA leave every 30 days where the leave is for pregnancy, chronic, or permanent/long-term conditions under continuing supervision or a health care provider. The Borough further reserves the right to request subsequent and/or additional certification of FMLA leave where:

- Leave is on an intermittent or reduced leave schedule basis and the minimum period specified on the original certification as necessary for such leave and treatment has passed.
- The employee requests an extension of FMLA leave;
- Circumstances described by the previous certification have changed significantly;
- The Borough receives information that casts doubt upon the employee's stated reasons for the absence; or
- The Borough has reason to question the appropriateness of the leave and/or its duration.

The Borough may require a second medical opinion at its own expense by a health care provider designated by the Borough (but who is not employed on a regular basis by the Borough) if it doubts the validity of a medical certification. If the first and second opinions differ, the Borough may require the opinion of a third health care provider. The third health care provider must be approved jointly by the Borough and the employee, and must be paid for by the Borough. The opinion of the third health care provider will be final and binding on the Borough and employee.

Pending receipt of the second (or third) medical opinion, the employee is provisionally entitled to FMLA leave. The employee is not entitled to be paid for the time or travel costs spent in acquiring the medical certifications, but the employee may request a copy of the second (or third) medical opinion. If the certifications do not ultimately establish the employee's entitlement to FMLA leave, the leave will not be designated as FMLA leave, and may be treated as paid or unpaid leave by the Borough under its other applicable policies.

Where the employee's need for FMLA leave is due to the employee's own serious health condition even if he or she does not receive treatment by a health care provider.

When intermittent or reduced leave schedule is requested, the employee must attempt to work out a schedule with the Borough which meets the employee's needs without unduly disrupting the Borough's operations, subject to the approval of the health care provider.

Where leave is taken on an intermittent or reduced leave schedule basis, the Borough reserves the right to limit such leaves to the shortest period of time (one hour or less) that the Borough's payroll system uses to account for absences or use of leave.

Further, where intermittent or reduced schedule leave is requested, the Borough may require the employee to transfer temporarily (during the period the intermittent or reduced schedule leave is required) to an available alternative position that better accommodates recurring absences or to a part-time schedule (provided that the employee is not required to take more leave than is medically necessary by virtue of such transfer). The alternative position will have equivalent pay and benefits, but will not necessarily have equivalent duties.

In cases of intermittent or reduced leave schedule, the amount of leave used toward an employee's total 12-week FMLA entitlement will be determined on a pro-rated basis by comparing the employee's former normal schedule with the new FMLA leave schedule.

IX. DELAY/DENIAL OF FMLA LEAVE

The Borough may delay and/or deny FMLA leave under the following circumstances:

- where the employee fails to give timely advance notice when the leave for FMLA is foreseeable, the Borough may delay the taking of FMLA leave until 30 days after the date the employee provides notice to the employer of the need for FMLA leave;
- where an employee fails to provide in a timely manner a requested medical certification to substantiate the need for FMLA leave due to a serious health condition, the Borough may delay continuation of FMLA leave until the employee submits the certification;
- where an employee never provides requested medical certification to substantiate the need for FMLA leave due to a serious health condition, the leave is not FMLA leave.

X. EMPLOYEE HEALTH BENEFITS DURING FMLA LEAVE

Group health care coverage will continue for employees eligible for benefits who are on leave as if they were still working. Employees who are granted an approved FMLA leave must arrange to pay their share of premiums to the Borough during the absence. If the leave is paid, premiums will continue to be paid through payroll deductions. If the leave is unpaid, employees are responsible for making sure the Borough receives premium payments by the normal payroll dates. The Borough will provide a schedule of payment amounts and due dates at the beginning of unpaid FMLA leave.

If an employee chooses not to return to work after an approved FMLA leave, the Borough may recover from the employee the cost of any payments made to maintain the

employee's health insurance, unless the failure to return is because of a serious health condition or reasons beyond the employee's control. Benefit entitlement based on length of service will be calculated as of the last paid work day before the start of the unpaid absence.

XI. RETURN TO WORK REQUIREMENTS

Employees on approved FMLA leave may be required to periodically report their status and intent and ability to return to work. Employees are requested to notify the Borough Manager at least two weeks in advance of their anticipated return to work date so that their availability for work can be included on the applicable work schedule.

Where an employee has taken FMLA leave for his/her own serious health condition that made the employee unable to perform his/her job, the employee may be required to obtain and produce certification of their ability to return to work and undergo a fitness for duty examination. This requirement will only be imposed where all similarly situated employees in the employee's job class are required to undergo such examination before returning to work from workers' compensation, disability or FMLA leave. The fitness for duty certification for return from FMLA leave will only be sought concerning the particular health condition that caused the employee's need for FMLA leave. This fitness-for-duty exam will not be required when the employee has taken an intermittent leave for his/her health condition.

XII. REINSTATEMENT AT CONCLUSION OF FMLA LEAVE

At the conclusion of FMLA leave, an employee will be reinstated to an equivalent position with equivalent terms and conditions as the employee held prior to taking FMLA leave. An employee has no greater right to reinstatement and to other benefits and conditions of employment, however, than if the employee had been continuously employed during the FMLA leave period.

If at the conclusion of the 12-weeks of FMLA leave, the employee is unable to return to work, the employee no longer has the protections of FMLA. However, the employee may have other forms of leave available that are not covered under the FMLA policy.

XIII. PENALTIES FOR FRAUD

An employee who fraudulently obtains FMLA leave from an employer is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, the Borough will take all available appropriate disciplinary action against such employee due to such fraud.

BOROUGH OF GREEN TREE

POLICY STATEMENT

CDL DRUG & ALCOHOL USE

Adopted by Green Tree Borough Council
May 6, 1996
Ordinance #1311

COUNCIL
Marlene Wandrisco, President
Marguerite Canonge, Vice President
Charles A. Addlamen
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Alex Procyk
Dorothy R. Schwartz

MAYOR
C. F. Hammer

MANAGER
W. David Montz

BOROUGH OF GREEN TREE

POLICY STATEMENT

CDL DRUG & ALCOHOL USE

A. THE PROBLEM: Drug and alcohol abuse is a major health problem in the workplace. It affects all industries, age groups, economic levels, and geographic areas. It jeopardizes safety and reduces productivity. Studies show that employees who abuse drugs and alcohol are much more likely to have accidents, use sick leave, and file more workers' compensation claims. They are also more likely to be absent, late for work, or leave work early. Further, their actions can endanger themselves, fellow employees and the general public. Drugs and alcohol are a significant factor in highway accidents and deaths.

B. BOROUGH PHILOSOPHY: We are committed to providing a safe, productive and drug-free workplace. We recognize that our employees are our most valuable resource and we wish to maintain their healthy well-being. We believe that most substance and alcohol abuse problems can be prevented or rehabilitated. We encourage employees with such problems to seek counseling.

C. DRUG & ALCOHOL EDUCATION: Periodically, the Borough will provide employees with information on the effects and consequences of drug and alcohol use on personal health, safety, and the work environment. Supervisors will attend classes on how to recognize manifestations and behavioral symptoms of drug and alcohol use.

D. POLICY

1. The unlawful manufacture, distribution, dispensing, possession or use of illegal drugs or alcohol is prohibited in the Borough's workplace.
2. Illegal drug usage, whether on or off the job, may adversely affect an employee's job performance, jeopardize the safety of other employees, clients, and the general public. As such, it is just cause for disciplinary action up to and including termination of employment.
3. Employees are not permitted to perform safety-sensitive function within four hours of using alcohol or if they have a breath alcohol reading of .02 or higher.

4. Employees are not permitted to use alcohol during working hours. No driver should use alcohol for eight hours following an accident or until he/she undergoes a post-accident alcohol reading, whichever occurs first.
5. If a driver refuses to submit to a required drug or alcohol test, or if a driver fails to appear for testing, it will be considered as a "positive" test and would prohibit the driver from performing safety-sensitive functions.
6. If an employee reports to work in a condition giving a supervisor reasonable cause to suspect the influence of alcohol or illegal drugs, the employee may be required to submit to a breath alcohol and/or urine drug test. If the tests reveal that the employee has an alcohol level greater than 0.04, or has illegal drugs in his/her system, the employee may be subject to disciplinary action up to and including termination of employment. An employee with an alcohol level 0.02 to 0.039 will not be permitted to perform safety-sensitive functions for 24 hours.
7. When there is reasonable cause, vehicles, lockers and/or related personal areas may be searched without prior notice to ensure a work environment free of alcohol and illegal drugs. Any employee found to have alcohol or illegal drugs in his/her vehicle, locker and/or related personal area, will be subject to immediate disciplinary action up to and including termination of employment.
8. Any employee who may be undergoing medically prescribed treatment with a controlled substance which may limit his/her ability to perform on the job, must report this treatment to his/her supervisor prior to beginning work. Failure to do this shall be cause for disciplinary action.

E. DRUG & ALCOHOL TESTING CIRCUMSTANCES: The Borough will conduct drug testing for the following reasons:

1. Pre-employment
2. Random
3. Reasonable suspicion
4. Post-accident
5. Fitness for duty
6. Follow-up to a positive drug test

Alcohol will be tested in all of the above circumstances except pre-employment.

1. **Pre-Employment** - Prior to employment, all applicants will be required to undergo drug screening. Applicants who test positive will be denied employment. Failure to consent to this screen will be considered as withdrawal of his/her application for employment.
2. **Random Testing** - To encourage year round avoidance of illegal drug and alcohol usage and to be in compliance with DOT/FHWA regulations, the Borough will conduct random tests of the Borough's CDL drivers at an annualized rate of 50% for drugs and 25% for alcohol. Every driver, whether previously tested or not, has an equal chance to be tested every time tests are conducted. Once an individual is notified of the test, he/she should go to the collection site immediately.
3. **Reasonable Suspicion Testing** - may be conducted based upon, among other things:
 - Direct observation of drug use or possession and/or physical symptoms of being under the influence of an illegal drug or alcohol.
 - A pattern of abnormal conduct or erratic behavior.
 - Arrest or conviction for a drug or alcohol related offense, or identification of the employee as the focus of a criminal investigation into illegal drug possession, use or trafficking.
4. **Post Accident Testing** is required for drivers and co-drivers who are involved in an accident where death occurs or when the driver is issued a citation by the police for a moving violation in an accident where the injury must be treated away from the site or the vehicle is required to be towed away from the scene. The drug and/or breath alcohol test should be conducted as soon as possible after the accident takes place. Drivers are not allowed to drink alcohol until they have been tested or until eight (8) hours after the accident (in case an alcohol test is requested.)
5. **Return-To-Duty Testing** - An employee found to have engaged in prohibited drug and alcohol conduct shall submit to return to duty drug and alcohol testing prior to performing safety-sensitive functions. Cost of testing will be borne by employee.

Follow-Up Testing - Employees who have engaged in illegal drug or alcohol use shall be required to submit to drug and alcohol testing a minimum of six (6) times for 12 months following the incident. The number of tests could be greater if deemed necessary by the Borough or the designated Substance Abuse Professional. Cost of follow-up testing will be borne by the Employee.

Collection Sites must follow the guidelines established by the National Institute on Drug Abuse (NIDA) for collecting, handling and storing urine drug specimens and must meet the exacting "chain-of-custody" requirements. Alcohol testing can be done only by a certified Breath Alcohol Technician (B.A.T.) using an approved Evidential Breath Testing Device (EBT). The HAPPI Program of the St. Francis Health System is our Borough's primary provider of drug and alcohol collection services. HAPPI maintains offices In the Lawrenceville section of Pittsburgh (4221 Penn Avenue), downtown Pittsburgh (1200 Centre Avenue - across from the Civic Arena) and in the St. Francis Medical Center North in Cranberry Township (across from Cranberry mall on Route 19).

G. **DRUGS TO BE TESTED** - Urine specimens will be screened for the classes of drugs and at the cutoffs listed below:

<u>DRUG</u>	<u>IMMUNOASSAY SCREEN CUTOFFS</u>	<u>GC/MS CONFIRMATION CUTOFFS</u>
Amphetamines	1,000 ng/ml	500 ng/ml
Cannabinoids (Marijuana)	50 ng/ml	15 rig/ml
Cocaine and Metabolite	300 ng/ml	150 ng/ml
Opiates	300 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml

H. **UNOBSERVED SPECIMEN COLLECTION** - Individuals shall be permitted to provide urine specimens in private and will not be directly observed. Exceptions to this are rare and are described below.

I. **OBSERVED SPECIMEN COLLECTION** may occur under the following circumstances:

- 1) When the specimen falls outside the range of 90.5 to 99.8 degrees Fahrenheit or shows signs of contamination;

- 2) When a previous urine specimen provided by the individual was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below .2g/1; or
 - 3) When the collection site **person observes** conduct clearly indicating an attempt to substitute or adulterate the sample.
- J. LABORATORIES TO BE USED - Only laboratories certified by the National Institute on Drug Abuse (NIDA) and the Department of Health and Human Service (DHHS) to conduct Workplace Drug Testing Programs will be used to analyze urine specimens. The NIDA/DHHS Certification indicates that the laboratory meets the highest standards for drug testing.
- K. MEDICAL REVIEW OFFICER (MRO) - The Borough will utilize a Medical Review Officer to review and interpret test results obtained through drug testing. The MRO is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. Our Borough's Medical Review Officer services are provided by the HAPPI Program at St. Francis.
- The MRO receives test results from the laboratory and evaluates them before notifying the Borough. Prior to notifying the Borough, the MRO will conduct a medical interview -- via phone or in the office -- to discuss the individual's medical history and other biomedical factors. He will receive all medical records made available by the tested employee to determine if there might be a legitimate medical reason for a confirmed "positive test". If there is, the MRO will report the test as "negative".
- If the MRO is unable to reach a person who tested positive, he shall report his efforts to contact the driver to the Borough. As soon as possible, the Borough shall request the driver to contact the MRO prior to dispatching the driver or within 24 hours, whichever is sooner.
- L. REPORTING DRUG TEST RESULTS - The Medical Review Officer will forward results only to the person designated in the Borough to receive such results. The MRO shall report whether an individual's test is negative or positive. If positive, he will identify the substance for which the test was positive.

M. SPLIT SAMPLE TESTING - After the MRO informs a driver that he will be reported to his employer as testing positive for illegal drug use, the driver has the right to request that the "split sample" be tested at another NIDA/DHHS laboratory. The driver must make this request to the MRO within 72 hours after the MRO-driver evaluation call/visit. The cost of the second laboratory analysis and MRO review will be \$65. This cost will be borne by the Employee. However, if split sample test is negative, the Borough will reimburse the employee the cost of the test.

N. ALCOHOL TESTING - As required by 49 CFR Part 40, the alcohol test is to be conducted by a certified "breath alcohol technician" (B.A.T.) using an "evidential breath testing device' (E.B.T.) which is approved by the National Highway Safety Administration (NHTSA). Tests are conducted in an area where confidentiality of results is assured. If the alcohol screening testing Indicates an alcohol concentration 0.02 or greater, a confirmation test must be done 15-20 minutes later.

O. REPORTING ALCOHOL TEST RESULTS - Following a confirmed alcohol test of 0.02 or greater, the Breath Alcohol Technician (B.A.T.) must immediately report the results to the Borough representative designated to receive this information. This is done so that the Borough can take steps to ensure that the driver testing positive will not drive his/her vehicle. The designated Borough representative must provide the testing sites with a telephone number where the representative can be reached at all times.

P. DISCIPLINARY ACTION - An employee who violates Section D of this Policy shall be immediately removed from the safety-sensitive duties and may not resume such duties until they have been evaluated by a substance abuse professional and complied with any treatment recommendations for an alcohol problem. Employees are also subject to appropriate disciplinary action by the Borough for violation of this policy, including the refusal to take any test required by this policy.

The consequences that result from testing positive for alcohol or drugs are based on the quantitative test result.

A driver who produces a positive alcohol test registering from 0.02 to 0.039 will be placed out of service immediately for twenty-four (24) hours in addition to either of the following:

1. Suspension without pay for fifteen (15) days; or
2. Suspension without pay for thirty (30) days and completion of a last chance agreement (automatic minimum penalty for second offense); or

3. Termination. Termination will be automatic for accidents which result in a fatality or medical cost and/or property damage exceeding \$50,000. A third offense regardless of incident will also result in automatic termination.

A driver who produces a positive alcohol test of 0.04 or greater or tests positive for illegal drugs or refuses to test, will be placed out of service immediately in addition to either of the following:

1. Suspension without pay for thirty (30) days and completion of a last chance agreement; or
2. Termination. Termination will be automatic for accidents which result in a fatality or medical costs and/or property damage exceeding \$50,000. A second offense regardless of incident will also result in automatic termination.

The Borough may also refer the employee to an Employee Assistance Program (EAP). If referred, the employee must follow the advice of the Substance Abuse Professional (SAP) and receive written clearance from the SAP prior to returning to work.

Employees who are required to operate motor vehicles or other equipment that require licensure, shall as a condition of employment, maintain appropriate licensure and shall upon request of the Borough, provide proof of such licensure. If an employee's motor vehicle license or other required licensure lapses, expires or is suspended or revoked or if for any other reason the employee is no longer licensed, the employee shall promptly notify the Borough and the reasons therefore.

The Borough may reassign such employee to other work for which the employee is qualified, if such work is available. If the lack of license is due to physical or medical restrictions, the Borough will make every reasonable effort to reassign the employee to other work for which the employee is qualified.

If the lack of licensure is caused by the use of, consumption of, possession of or in any other way related to alcohol or controlled substances or other drugs, whether or not while the employee was on duty and whether or not related to the use of a motor vehicle, the Borough shall have no obligation to reassign the employee to other work, and subject to the grievance and arbitration provisions of this agreement, the Borough shall take appropriate disciplinary action.

However, where the lack of licensure is caused by an employee's acceptance of ARD or a similar pre-trial diversionary program for first time DUI offenders, said discipline shall be limited to the suspension of the employee for the period his driver's license is suspended by the Pennsylvania Department of Transportation.

Q. SUBSTANCE ABUSE PROFESSIONAL Under DOT/FHVVA drug and alcohol regulations, any driver who engages in prohibited drug or alcohol conduct shall be referred to a Substance Abuse Professional (SAP.) for an evaluation and possible referral to a counseling or treatment program. By law, the S.A.P. may make specific recommendations for follow-up drug and alcohol testing that exceeds the minimum of six (6) tests within a 12-month period. No driver may return to duty without a negative drug and alcohol test and an evaluation by the S.A.P. that the driver has properly followed the rehabilitation program recommended by the S.A.P. The cost of S.A.P. service shall be borne by the Borough of Green Tree.

R. REHABILITATION - If an employee who tests positive elects to seek assistance, the company may endeavor to reasonably accommodate the employee during the period of treatment and while the employee is preparing to return to work. The cost of rehabilitation will be borne by employee and/or Health Insurance.

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ACKNOWLEDGEMENT

I hereby acknowledge that I have received a copy of the BOROUGH OF GREEN TREE'S CDL DRUG & ALCOHOL USE POLICY STATEMENT, that I have read and fully understand its contents, that I understand I may be subject to drug and/or alcohol testing, and that I may be disciplined or terminated for testing positive or refusing to cooperate in testing,

DATE

EMPLOYEE SIGNATURE