

AGREEMENT

Agreement between the Borough of Plum of the County of Allegheny, Commonwealth of Pennsylvania, and the Police Department of Borough of Plum, of the County of Allegheny, Commonwealth of Pennsylvania for the period commencing January 1, 2018 and ending December 31, 2022.

WITNESSETH

SECTION 1. DEFINITIONS:

The following definitions shall apply to this Agreement:

- A. The term “police officer” as used in this Agreement shall include all persons employed as a regular permanent, full-time police officer, excluding the Chief of Police, so long as the persons have been employed through the procedures established in conformity with the Police Civil Service Act.
- B. The term “probationary police officer” as used in the Agreement shall mean those officers who have not completed one year of service. Probationary police officers are entitled to all benefits granted under this Agreement unless otherwise noted in this Agreement.
- C. The term “Borough” as used in this Agreement shall mean the Borough of Plum, the Council and the Mayor duly elected under the laws of the Commonwealth of Pennsylvania.
- D. Nothing contained in this Agreement shall be construed to effect the provisions of law regarding appointment, suspension, reduction, and discharge of a police officer as found in the provisions of the Police Civil Service Act.

SECTION 2. HOURS OF WORK AND OVERTIME SHIFT ASSIGNMENT:

All police officers shall work eight (8) consecutive hours, which shall constitute a day’s work and forty (40) hours, which shall constitute a workweek. All assigned shifts shall have a minimum of 16 hours between shifts with consecutive days off. All police officers shall receive pay at the rate of time and one-half (1½) for all time spent in excess of eight (8) hours per day, forty (40) per week, and assigned shift with less than 16 hours between shifts. The only exception to the 16 hours between shifts will be on normal monthly change over day. The Mayor of Plum Borough shall have the right to vary shift assignments. However, shift assignments shall not be made under any circumstances for disciplinary or discriminatory purposes. Regular police officers shall be chosen for all overtime work on a rotating basis. The Borough, however reserves the right to determine

the appropriate personnel for special details, regardless of seniority rotation. Special details being defined as those special police details which do not fall within the normal parameters of the daily police obligations. Any police officer who is called out to work overtime, other than an early start for his shift, shall be guaranteed a minimum pay of four (4) hours at time and one half.

If a police officer is working a holiday shift in an overtime capacity, he shall receive double time and one-half for the shift/hours worked. This payment is in addition to holiday pay.

The following examples are provided to clarify the payment of holiday pay and overtime pay on holidays.

1. An officer scheduled to work a holiday as part of his regular shift will receive eight (8) hours of holiday pay in addition to eight (8) hours of pay for the shift at the rate of time and a half.
2. An officer called out on a holiday to work overtime or required to work in an overtime capacity beyond the regular eight (8) hour shift, will receive, in addition to the holiday pay, double time and a half for overtime hours worked.
3. An officer who is on a regular scheduled day off on the holiday will receive eight (8) hours of holiday pay for the holiday.

SECTION 3. HOLIDAYS:

All full time regular police officers shall be entitled to twelve (12) paid holidays in addition to the basic wage, which are:

NEW YEAR'S DAY
PRESIDENT'S DAY
GOOD FRIDAY
EASTER
MEMORIAL DAY (Federal Holiday Date)
FLAG DAY
INDEPENDENCE DAY
LABOR DAY
VETERAN'S DAY
THANKSGIVING
CHRISTMAS
OFFICER'S BIRTHDAY

Holiday pay is eight (8) hours of pay at the daylight shift rate. In the event any police officer is scheduled to work any of the aforesaid holidays, he shall receive holiday pay,

plus time and one-half (1-½) for the hours worked. The holiday shall be considered the calendar day of the holiday and not any other day on which the holiday is observed.

Probationary officers will receive holiday pay for any of the aforesaid holidays which occur sixty (60) days after their date of hire.

SECTION 4. WAGES:

A. FULL-TIME WAGE RATES

<u>Position</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>Lieutenant</u>	\$94,206.83	\$96,562.00	\$98,976.05	\$101,450.45	\$103,986.71
<u>Patrol Sgt.</u>	\$90,038.63	\$92,289.60	\$94,596.84	\$96,961.76	\$99,385.81
<u>Juvenile Ofc.</u>	\$87,537.17	\$89,725.60	\$91,968.74	\$94,267.96	\$96,624.66
<u>Detective</u>	\$87,537.17	\$89,725.60	\$91,968.74	\$94,267.96	\$96,624.66
<u>Patrol Officer</u>	\$83,368.99	\$85,453.21	\$87,589.55	\$89,779.28	\$92,023.77

A police officer who has fulfilled the time requirement as set forth for newly hired police officers is entitled to the full-time rate.

The Borough agrees to maintain a 5% pay differential between the ranks of patrol officer and JO/Detective, an 8% pay differential between the ranks of patrol officer and patrol sergeant, and a 13% pay differential between the ranks of patrol officer and lieutenant.

B. NEWLY HIRED OFFICERS

Step 1 0-12 months of service = 65% of full-time wage rate
Step 2 13-24 months of service = 70% of full-time wage rate
Step 3 25-36 months of service = 80% of full-time wage rate
Step 4 37-48 months of service = 90% of full-time wage rate
After 48 months of service= 100% of full-time wage rate

The step range percentage rate is to be adjusted accordingly with the annual wage (January 1st of each year of the contract). Example: An officer is hired in June 1997 – On January 1, 1998, his salary will be adjusted to 65% of the new 1998 full-time base wage rate.

The wage increase will take effect on the police officer's date of hire anniversary date.

- C. All compensation earned will be paid on a bi-weekly period as long as all Unionized Borough employees are paid on a bi-weekly basis. Otherwise, wages will be paid on a weekly basis.

- D. Officer-in-Charge (OIC): In the event that a Patrol Sergeant is absent from a shift and not replaced with another Sergeant, the most senior patrol officer working shall be designated OIC. The OIC's pay shall be increased by five percent (5%) for all hours worked in the absence of the Patrol Sergeant. The OIC shall be responsible for providing shift coordination in the absence of said Patrol Sergeant, serving as the point of contact with 911, notifying the Chief of Police in the event of emergencies, providing direction to the other patrol officers on shift, etc.

SECTION 5. SHIFT DIFFERENTIAL:

A shift differential shall be paid to each police officer working the following shifts.

<u>Shift</u>	<u>Differential</u>
2:30 P.M. – 10:30 P.M.	6% of Salary
10:30 P.M. – 6:30 A.M.	7% of Salary
6:30 A.M. – 2:30 P.M.	None

SECTION 6. TIME SPENT IN COURT:

- A. COURT: If a police officer is required to appear in any court pursuant to his duties, he shall be paid at time and one half (1-½), with a minimum of three (3) hours, at the first shift rate, if off-duty. If on-duty, no additional payment shall be made. If an officer is required to appear in any court duties while on midnight shift, the officer may elect to take the prior midnight shift off. The court appearance will take the place of the officer's assigned shift. Officers can only use midnight court option if it does not create overtime. If an overtime shift is created after the officer has taken the court option, it shall not negate the original approved request.

- B. DISTRICT JUSTICE HEARINGS: In the event that any police officer is required to appear in a district justice court pursuant to his duties, he shall be paid at time and one-half (1-½) with a minimum of three (3) hours, at the first rate, if off-duty. If on-duty, no additional payment shall be made.

- C. WITNESS FEES: In addition to the above, the police officer shall be entitled to retain all witness fees.

SECTION 7. LONGEVITY:

Effective January 1, 2000 officers shall receive 1% of base pay after the completion of five (5) years of service, with an additional 2/10th of 1% for each year thereafter, with a maximum longevity payment of 4%.

Officers hired on or after January 1, 2011 shall receive an annual longevity bonus in accordance with the following years of service schedule:

<u>Complete Years of Service</u>	<u>Annual Bonus</u>
After 5 Years of Service	\$500
After 10 Years of Service	\$750
After 15 Years of Service	\$1,000
After 20 Years of Service	\$1,500

SECTION 8. UNIFORM ALLOWANCE:

Each officer will receive an annual uniform allowance, payable by January 31st, in the amount of \$825.

Such uniform allowance is to cover the cost of uniform purchases and cleaning.

Newly hired patrolmen will be provided with a full uniform complement up to the stated uniform allowance provided to regular officers.

In the event the Police department implements a change in uniform and/or equipment styles, the Police Officers shall be required to make the necessary purchases for the purpose of complying with such uniform and/or equipment styles. In the event compliance with any such change would exceed fifty percent of the annual uniform allowance, and provided further that the Borough does not permit officers to delay the purchase of said uniforms and/or equipment until such time that current uniforms and equipment need replaced, then the Borough shall be required to make a one time reimbursement up to \$1200 per officer, for the purpose of police officers complying with the change in uniform and/or equipment styles.

Body armor will be supplied by the Borough for all new hires. Henceforth, all officers with existing body armor, purchased by the Borough, will be replaced within the warranty period advised by the manufacturer.

SECTION 9. VACATIONS, PERSONAL DAYS AND MATERNITY LEAVE:

- A. Each police officer shall be entitled to an annual vacation in accordance with the following schedule.

After One Year	Five Days
After Two Years	Ten Days

After Five Years	Fifteen Days
After Ten Years	Twenty Days
After Fifteen Years	Twenty-Five Days

For vacation purposes, there shall be two officers permitted to go on vacation per shift as long as it does not create a manpower shortage.

All vacations shall be posted by April 1. Vacations shall be granted on the basis of seniority. No police officer shall be permitted to take more than one-half of his vacation on the first round and after each police officer has elected his vacation period on the first round, a second round shall begin. The second round shall be completed by April 1 of the year in question. If a police officer fails to post all of his vacation by April 1, seniority shall not apply and vacation shall be taken when available.

Any recognized holiday that falls during a vacation period shall not be counted as part of the police officer's vacation.

There will be no sell-back of vacation. This does not apply, however, to reimbursement of remaining vacation days not used when an officer terminates his employment.

- B. Personal Days – Each police officer shall be entitled to four (4) personal days per year. Prior approval is not required. An officer electing to take a personal day shall notify the shift supervisor at least two (2) hours prior to the beginning of the shift.

Probationary Police Officers – Upon completion of the probationary period, a police officer will be entitled to personal days at the rate afforded regular officers.

- C. Maternity/Paternity Leave – Borough police officers shall be entitled to two (2) days of paid maternity/paternity leave in the case of adoption or birth of their children in addition to the rights and benefits afforded under applicable laws.

SECTION 10. HOSPITALIZATION AND HEALTH BENEFITS:

A. HOSPITALIZATION/MAJOR MEDICAL

The Borough shall provide each police officer and their dependents with Highmark High Deductible 1500/3000 health insurance plan, as is offered by the carrier. Beginning on January 1, 2012 and on each 1st day of January thereafter during the term of this collective bargaining agreement, the Borough will deposit the total annual deductible amount into each officer's Health Savings Account. The deductible amount deposited will

be dictated by the level of healthcare coverage provided to the officer. Thereafter, throughout the year, pro-rata payroll deductions will be withheld from each officer's salary equaling, fifty percent (50%) of the annual deductible amount for the type of health insurance coverage received by the officer, and pre-paid by the employer.

EXAMPLE: The annual deductible amount for an officer with family coverage is \$3,000. The Borough pays the total \$3,000 deductible amount into a Health Savings Account on January 1st. The officer is thereafter responsible for paying fifty percent (50%) of the total deductible amount, or \$1,500, back to the Borough throughout the year through pro-rata payroll deductions.

Effective January 1, 2009 all active full time officers shall be required to pay fifteen percent (15%) of the annual increase in the cost of health care coverage over calendar year 2008.

The Borough shall retain the right to change existing medical, surgical and hospitalization insurance to a plan which is "comparable" to the coverage which is presently being provided. The Union, however, retains the right to grieve the Borough's determination that a plan is "comparable." If the Union does not agree that a Plan selected by the Borough is "comparable" it will so state, in writing, to the Borough within fourteen (14) calendar days of being provided the plan. In that event, the Borough may not unilaterally implement the proposed new plan, however, it may immediately process the dispute before a neutral arbitrator selected pursuant to the arbitration step of the grievance procedure. The decision of the arbitrator on this comparable issue shall be issued within forty-five (45) calendar days of the Union's written notice contesting that the plan selected by the Borough is "comparable" and shall be final and binding and will determine if the Borough is authorized to implement the new plan.

The Borough agrees to reimburse the following amounts to all qualifying employees as incentive for utilizing other available health insurance for dependents or for their own health coverage.

*\$400 per month for officers choosing no medical care, dental or vision coverage from the Borough regardless of marital status or number of dependents. Officers choosing no medical coverage but electing to have the Borough provide coverage for dental and/or vision benefits are responsible for that portion of the selected coverage (e.g. an officer electing to forgo the Borough's medical coverage BUT desiring either or both dental or vision coverage would

	receive \$400 per month LESS the monthly cost for the selected additional coverage).
*\$150 per month	for officers with spouse and dependent children choosing only individual coverage with the Borough.
*\$100 per month	for officers with spouse and dependent children choosing officer and child coverage with the Borough.
*\$100 per month	for officers with spouse and no dependent children choosing only individual coverage with the Borough.
*\$75 per month	for officers with no spouse but with dependent children choosing only individual coverage with the Borough.

The officer may elect to receive a lump sum payment, in advance, for a one year commitment for the reduced coverage, or receive the incentive payments on a monthly basis. Officers agree to provide the Borough with updated records of marital status and dependent children as these conditions change.

B. DENTAL/OPTICAL PLANS

The Borough shall provide a high option family or single coverage Dental Program under the M.E.I.T. Program and an Optical Plan.

The Borough agrees to reimburse the following amounts to all qualifying employees as incentive for utilizing only single coverage for dental and optical insurance.

*\$25 per month	for officers with a spouse and/or dependent children who choose only individual coverage with the Borough.
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The officer may elect to receive a lump sum payment, in advance, for a one-year commitment for the reduced coverage, or receive the incentive payments on a monthly basis. Officers agree to provide the Borough with updated records of martial status and dependent children as these conditions change.

C. HOSPITALIZATION/MAJOR MEDICAL BENEFITS FOR RETIREES

1. All officers hired prior to January 1, 2004, upon reaching normal retirement age (i.e. 25 years of service and age 50) are eligible to participate in the Borough group health insurance, or substantially similar, plan coverage for the retiree and spouse with the conditions outlined in this Agreement. The terms of this post-retirement Health Care Benefit cannot be altered or negotiated for all officer hired prior to January 1, 2004. No coverage will be provided for dependent children. No coverage will be provided for spouses not of record at the time of retirement. All officers hired on or after January 1, 2004, upon reaching normal retirement age, are eligible to participate in the Borough group health insurance, or substantially similar, plan coverage for the retiree only, subject to the same conditions outlined elsewhere in the Agreement.

A. The cost of the premium will be paid in accordance with the following formula:

During the first full year of retirement, the Borough will pay 70% of the premium and the retiree will pay 30% of the premium.

During the second full year of retirement, the Borough will pay 80% of the premium and the retiree will pay 20% of the premium.

During the third full year of retirement and each year thereafter until retiree reaches age 65, the Borough will pay 90% of the premium and the retiree will pay 10% of the premium.

B. Effective January 1, 2004, upon retirement, a retiree may opt to have the Borough provide post-retirement medical coverage pursuant to the existing collective bargaining agreement or, in lieu of receiving post-retirement medical coverage, the retiree may opt to receive a monthly payment from the Borough. The Borough agrees to reimburse, by separate monthly check, the following amounts to all qualifying retirees as incentive for utilizing other available health insurance.

*\$200 for a retiree with a spouse who chooses not to use Borough coverage.

*\$150 for a retiree with a spouse who chooses only single coverage with the Borough.

*\$100 for a retiree with no spouse who chooses not to use Borough coverage.

Retirees agree to provide the Borough with updated records of marital status as these conditions change.

- C. Participation in this coverage will only be made available to those retirees who do not have coverage through other employment or through the retiree's spouse. If, at any time, coverage provided under another plan is terminated, the retiree will be permitted to join the Borough's plan at the applicable scale.
 - D. The Borough will notify the retiree of the premium due. The retiree will be required to pay their share of the premium by the first of each month. The Borough reserves the right to terminate coverage for non-payment of the premium. If payment is not received within fifteen (15) days of the due date, the Borough will notify the retiree via certified mail. The retiree then has fifteen (15) days to pay the amount due.
 - E. Coverage will cease with the death of the retiree.
2. Upon reaching age 65, retired police officers eligible for Medicare or its equivalent, and their spouse, are eligible to participate in medical coverage, at a total cost to the Borough, in a Blue Cross/Blue Shield "65 Special" Plan or substantially similar coverage. This "65 Special" Plan or substantially similar coverage shall provide for all necessary supplements and coverage so as to provide for similar coverage the retired police officer enjoyed while he was actively working for the Borough.

If permitted by the insurance carrier, the surviving spouse of a retiree who retired under the provisions of the Agreement shall be permitted to continue under the Borough group hospitalization plan if the spouse pays the premium with the intent being that the Borough will not incur any expenses as a result of this provision.

3. Hospitalization/Major Medical Benefits for Retirees shall not be provided to any officer hired on or after January 1, 2011.

D. LONG-TERM DISABILITY COVERAGE

The Borough shall provide long-term disability coverage for all police officers disabled, under the terms of the insurance carrier's policy, for a period longer than 180 calendar days, with policy limits.

1. The Borough will include the police officers in the plan currently provided for administrative employees, underwritten by Life Insurance Company of North America (CIGNA) or substantially similar coverage which is not Life Insurance Company of North America (CIGNA). A copy of the same has been provided to the Police Bargaining Unit.
2. For officers hired before January 1, 2011: the monthly benefit is $66 \frac{2}{3}$ of the officer's full-time base rate plus maximum longevity pay (currently 4%), regardless of service time.
3. For officers hired after January 1, 2011: the monthly benefit is $\frac{2}{3}$ of the officer's full-time base rate plus the applicable level of longevity pursuant to Section 7 of this CBA.

E. PROBATIONARY OFFICERS

Blue Cross/Blue Shield or HMO coverage, vision, dental, life and disability coverage will be provided to probationary officers sixty (60) days after employment. During the first sixty (60) days of employment, officers may elect to join the Borough Group Plan for Blue Cross/Blue Shield or HMO if they pay 100% of the applicable premium.

SECTION 11. SICK LEAVE:

- A. General: Sick Leave with pay shall be granted as prescribed herein for the following reasons:

- a. Physical incapacity not incurred in the line of duty.
- b. Personal illness.

Only regular full-time police officers shall be eligible for sick leave. Employees not listed herein shall be ineligible for sick leave. Probationary Officers shall be entitled to five (5) sick days to use during their initial first year, however, those days are not subject to accumulation.

- B. Sick Leave Allowance and Administration: Sick leave shall be administered in the following manner:

Officers hired prior to January 1, 2011 shall earn and accrue fifteen (15) days sick leave per year after one (1) year of service, which may be accumulated up to one hundred (100) days plus fifteen (15) days annually. If, as of December 31st of the given year, a police officer's accumulation is above one hundred (100) days, the following example shall apply: he has

one hundred fifteen (115) days, those fifteen (15) days above the one hundred (100) shall be purchased by the Borough at the percentage rate of their value and wage rate at the time of sell-back to the Borough.

The then returns the number of accumulated sick days back to the one hundred (100) days agreed upon by the Borough and Police Department. Therefore, at any given time, the number of total sick days will be one hundred fifteen (115) (100 accumulated plus 15 annual days).

After the accumulation of one hundred (100) days, any part of the additional fifteen (15) sick days not used will be paid at the rate specified as a percent of a day's pay at the end of the calendar year.

Sick Leave Accumulation: Upon retirement, termination or a police officer's death, each police officer or beneficiary, shall receive the rate specified as a percent of the regular rate of pay at this time for all unused sick days which have been accumulated plus annual sick days to the date of retirement, termination or death.

The specified buy back rates for sick leave sell back shall be seventy-five percent (75%).

Sick time reimbursement will be made by separate check.

Any police officer who has lost time due to a service-connected illness or injury is entitled to receive such compensation as is provided by law, preserving to the Borough any right of subrogation it may have.

- C. Officers hired on or after January 1, 2011 shall earn and accrue sick leave accordingly: Officers shall be granted ten (10) days sick leave annually after one (1) year of service. Officers may accrue up to one-hundred (100) sick leave days. Any sick leave days accrued above one-hundred (100) days shall expire. All accrued sick-leave days shall expire upon retirement, termination or a police officer's death.
- D. The Employer reserves the right to require a physician's certification of illness or injury as a condition of paid sick leave for any officer who is off work due to a sickness or injury for three (3) or more consecutive days, or whenever there is a reasonable basis to believe that an employee is abusing the provisions of the sick leave article. A reasonable basis shall include, but not be limited to: a consistent pattern of sick leave usage on the days immediately before or after scheduled days off; a consistent pattern of sick leave usage on weekends of scheduled shifts; the intermittent usage of sick leave exceeding three days over a thirty (30) day period for two or more consecutive months; unexplained reports of being

seen in public while on sick leave; and other similar examples of potential abuse.

E.

Officers shall be permitted to utilize sick leave in minimum increments of one (1) hour.

F.

All officers agree to sign the Borough “sick time verification form” for each occurrence of sick time usage.

G. SALARY CONTINUANCE PLAN:

Police Officers are covered by the Salary Continuance Plan on the date they begin work. If an officer becomes disabled to the extent he is unable to perform the duties of his job for over five (5) consecutive work days, he will be eligible for Salary Continuance payments from the Borough, retroactive to the first day of absence. In order to receive payments, the officer must be under the care of a legally qualified physician for the period that Salary Continuance payments are made, and shall be required to submit evidence to that effect.

The Salary Continuance plan does not apply in cases of work related injuries wherein the officer is covered by the terms and provisions of the Pennsylvania Heart and Lung Act, Workers' Compensation Act and/or the disability pension provisions of the police pension plan.

The amount of Salary Continuance payments is determined by the officer's salary* in effect on the date the disability begins and the officer's service as of that date. Payments shall be made according to the following schedule:

<u>Years of Continuous Service</u>	<u>Full Salary</u>	<u>Two-Thirds (2/3 Salary)</u>
Up to 1 Year	2 Weeks	2 Weeks
1 to 3 Years	1 Month**	5 Months
3 to 5 Years	2 Months	4 Months
5 to 10 Years	3 Months	3 Months
10 to 15 Years	4 Months	2 Months
15 to 20 Years	5 Months	1 Month
20 Years & Over	6 Months	0 Months

* Salary – The Officer's current base salary.

** Month – Two (2) bi-weekly pay periods.

In all cases, benefits terminate the month following the officer's 70th birthday, or the month preceding the officer's retirement date, if sooner.

If the officer's disability continues beyond six (6) months, the officer may be eligible for Long Term Disability Insurance payments.

PERIODS OF DISABILITY:

A period of disability is the total number of consecutive days that the officer is disabled, beginning with the first scheduled work day.

If the officer returns to work after receiving Salary Continuance payments and again becomes disabled from the same or related causes, the subsequent absence(s) will be considered the same period of disability unless the absences are separated by at least 180 calendar days, beginning the first day the officer returns to work. If the officer becomes disabled from unrelated causes after having received Salary Continuance payments, his subsequent absence will be considered the same period of disability unless separated by a return to work. The Borough shall have the right to have its doctor examine the officer and/or medical records to determine whether an absence is due to the same or related cause.

MEDICAL EXAMINATIONS:

The Borough reserves the right to require, from time to time, an officer to be examined by a legally qualified physician, selected by the Borough, to certify that the officer is disabled and unable to perform the duties of his occupation.

If there is disagreement between the officer's physician and the Borough selected physician, based on either the medical information submitted or on the results of the medical examinations, as to whether or not the officer is disabled and unable to perform the duties of his occupation, the question of entitlement to benefits shall be decided by grievance arbitration (under the terms of his CBA) or any other method mutually agreed upon by the parties.

VACATION PERIODS:

Officers may elect to take any vacation to which they are entitled in lieu of receiving Salary Continuation payments. This has the effect of extending the period the officer receives full salary, but in no case will the combined duration of vacation and Salary Continuance exceed six (6) months. In addition, vacation in lieu of Salary Continuance will not affect the requirement that an officer be disabled for the required period prior to

receiving Long Term Disability benefits, provided that other plan provisions are satisfied.

It is expressly understood, however, that an officer's use of vacation prior to beginning Salary Continuation leave, or later in the year after returning from Salary Continuation leave, will not affect the officer's entitlement to up to the full amount of payments as set forth in the above chart.

REDUCTION BECAUSE OF OTHER BENEFITS:

Disability Benefits

Salary Continuation payments will be reduced by disability benefits the officer receives or is eligible to receive from:

- Any State or Federal government plan, either foreign or domestic (excluding those payments received because of military service);
- Federal Social Security, payable to the officer. The officer shall be required to make application for Social Security disability benefits and the necessary forms will be sent by the Finance Department during the fifth month of the officer's disability. If the initial request for Social Security disability is disallowed, the officer is required to appeal that decision. If benefits are disallowed in the appeal, the officer is required to request a hearing;
- Rehabilitative Employment – Fifty percent (50%) of the gross earnings from approved rehabilitative employment, provided that the combined income from Salary Continuance benefits and rehabilitative employment does not exceed the officer's Salary at the time disability began;
- State Disability Funds – Reductions vary under state law, usually in relation to the extent that the state plan is financed by employee contributions and any limitations imposed by the state plan on the amount of combined income which an employee may receive under the state's plan and from the employer;
- Benefits received (non-disability) for participation in military summer camp, riots, civil disturbances, etc.
- Any disability plan toward which the Borough contributes one hundred (100%) percent of the costs.

Social Security Old-Age Benefits

- If the officer is age 62 but not yet 65, Salary Continuance payments are reduced by any Social Security Old-Age benefits, payable to the officer if the officer elects to begin receiving such benefits.

- If the officer is age 65 or older, Salary Continuance payments are reduced by any Social Security Old-Age benefits received or which the officer is eligible to receive.

EXCLUSIONS

Officers will not receive Salary Continuance payments for any period:

- The officer engages in any work for wage or profit, except work approved by the Borough for rehabilitation;
- The officer is not under the care of a legally qualified physician.

Salary Continuance benefits will not be paid if the disability is caused or contributed to by any of the following:

- Intentionally self-inflicted injuries;
- War, declared or undeclared, or any act or hazard of war;
- Full-time active service in the armed forces of any country;
- Participation in, or as a consequence or participating in, the committing of a felony.

EVENTS WHICH MAY OR MAY NOT AFFECT YOUR COVERAGE – TEMPORARY ABSENCE FROM ACTIVE WORK

Disability Absence

If the officer is unable to perform the duties of the job and is under the care of a legally qualified physician, he will receive Salary Continuance benefits as described in this section.

Non-Medical Leave Without Pay

Coverage continues for the first thirty (30) days of the officer's approved leave.

Military Leave

Coverage terminates on the last day worked. Military leave does not include summer camp or temporary duty if less than four weeks per year. Coverage will be continued during this period.

Layoff

Coverage terminates on the last day worked.

Termination of Employment

Salary Continuance coverage terminates on the officer's last day of employment regardless of the reason for termination. There is no conversion privilege for Salary Continuance coverage.

Death

Coverage terminates at death.

SECTION 12. BEREAVEMENT PAY:

- A. Each police officer shall be entitled to a leave of absence of four (4) days at his regular wage if there is a death in the immediate family; three (3) days for the immediate family of his wife; and one (1) day for his aunt or uncle or spouse's aunt, uncle or grandparent.

The immediate family of the officer is defined as spouse, mother, father, grandparents, grandchildren, sister, brother or child, or spouse of any of the aforesaid.

The immediate family of the officer's spouse is defined as spouse, mother, father, grandchildren, sister, brother or child, or spouse of any of the aforesaid.

SECTION 13. LIFE INSURANCE:

- A. **RETIRED EMPLOYEES:** The Borough shall provide without cost to each employee who retires under provision of the pension agreement a Five Thousand Dollar (5,000.00) life insurance policy benefit to be paid to the beneficiary at the time of the police officer's death. The five thousand dollar (\$5,000.00) life insurance policy benefit for retirees does not have to be provided by the Borough in a separate policy.
- B. **ACTIVE EMPLOYEES:** The Borough will provide life insurance coverage of Fifty Thousand Dollars (\$50,000.00) per active police officer with double indemnity, as provided in the group insurance plan in effect at the time of this Agreement.

SECTION 14. RETIREMENT:

Police retirement shall be governed by the applicable provisions of Act 600 of July 10, 1957, P.L. 676, (53 P.S. 767), as amended.

- A. Pension will be vested after twelve (12) years of continuous service.
- B. Normal Retirement Age – Eligibility to retire at full pension will require twenty-five (25) years of service (purchase of prior military service time shall not exclude a police officer from full retirement benefits at less than 25 years of service); and, having reached the age of fifty (50) years.
- C. COLA – A cost of living adjustment for the pension plan will be provided for each retired officer, which shall be a percentage increase based upon the consumer price Index for each year. Pension plan cost of living adjustments shall not be provided to officers hired on or after January 1, 2011.
- D. Monthly Service Increment – Effective January 1, 1993, police officers who retire under the terms of this Agreement, who have completed twenty-six (26) years of service, will be paid a monthly service increment in the amount \$100/month. Pension plan monthly service increments shall not be provided to officers hired on or after January 1, 2011.
- E. Social Security Offset – There shall be no social security offset against pension benefits of any police officer who retires under the terms of this Agreement, and as defined in the Police Pension Plan.
- F. Survivor's Benefit – A survivor's benefit, as described under Act 600, will be available for all police officers who retire under the terms of this Agreement and as defined in the Police Pension Plan.
- G. Military Service Purchase toward Retirement – Effective January 1, 1996, police officers shall be eligible to receive, in determining the aggregate time of service in the computation of retirement benefits, credit for service in the Armed Forces of the United States. Application for military service credit may be made at any time prior to the member retiring. The application for military service credit shall be accompanied by proper proof thereof. The member shall, upon request, have a period of twenty-four (24) months from the date of the approval of military credit time, to pay the required sum of said time, as hereinafter provided. The member desiring such military credit time shall pay therefore a sum equal to such amount as shall be determined by the actuary responsible for the administration of the retirement fund and which determination shall be consistent with normal and accepted actuarial practices.

The amount of time purchased shall be deducted from the 25 years of service requirement (but not the required age of 50), and will entitle the retiring officer to full retirement and applicable hospitalization benefits as provided for under the terms of this Agreement.

Documentation – The police officer involved in utilizing military service for any of the preceding purposes shall be required to furnish the necessary documents to substantiate his or her claim to these benefits.

- H. The Borough will deposit into the Police Pension Fund the full amount of state aid received on behalf of the Police Pension Fund each year. The amount of state aid deposited into the fund will be determined by taking the unit value established by the state times the number of officers certified by the state for that year times two (2).
- I. If, at any time during the period covered by this Agreement, the state offers a statewide retirement system for local police officers as an option to the Borough managed system, the Borough agrees to meet and discuss with the police the option of participating in the plan.
- J. Contributions
 - 1. Mandatory Employee Contribution Amount – As a condition of participation in this Plan, each active participant must contribute, on an after-tax basis, a percentage of his/her compensation as established each year. In general, this mandatory contribution shall not exceed the maximum amount permitted under Act 600 of 1956. The Borough may reduce or eliminate the contribution required, provided all three (3) of the following requirements are satisfied:
 - (a) The current actuarial study indicates the condition of the Plan is such that contributions may be reduced or eliminated;
 - (b) Contributions by the Borough are not required to keep the Plan actuarially sound; and
 - (c) Any reduction or elimination of contributions is authorized on an annual basis by an ordinance or resolution, which will be authorized by the Borough.
 - 2. Funding the Plan – The Plan shall be funded in the following order:

- (a) By payments made by the Treasurer of the Commonwealth to the Borough for the monies received from taxes paid upon premiums by foreign casualty insurance companies and from foreign fire insurance companies. The Borough's obligation to apply such monies to the Plan shall be limited, annually, to those monies flowing from the Commonwealth to the Borough because the Borough has a police force. The Borough is not required to direct all, or a part, of such monies into the Plan, except that there shall be no "charge" against police officer compensation, as described in Section (1) above, in any year in which the Borough does not apply all foreign casualty and foreign fire insurance tax monies coming to it because it has a Police force to the Plan;
- (b) By a charge against each police officer's compensation in the amount determined to be necessary by the Plan actuary, which amount shall be limited to the maximum permitted under Act 600 of 1956;
- (c) When necessary, by annual appropriations made by the Borough (i.e. when the Plan actuary determines the Plan needs a greater infusion of funds than will be provided through employee's contributions and the foreign casualty and foreign fire insurance monies which are applied to the Plan).

SECTION 15. RESIDENCY:

All Officers shall be required to reside within a twelve (12) nautical air mile radius of the Plum Police Department pursuant to a Global Positioning System. All existing Officers who at the signing of this Agreement reside outside of the precise measurement are permitted to continue to reside in such residence, however, any Officer who resides outside of this precise measurement shall be required in the future to move into said radius if he/she elects to move in the future. It shall be the Officer's responsibility to know the exact parameters of this radius both now and in the future. Any pending grievances on this issue are dismissed or withdrawn.

SECTION 16. COMPENSATORY TIME:

A police officer eligible for overtime compensation may elect at his option, to take compensatory time in lieu of overtime. Compensatory time will be granted at the rate of one and one half (1½) hours for overtime worked per each hour/or part thereof. Compensatory time shall be given as determined by the Borough of Plum and if requested by the police officer, in lieu of said overtime. The maximum accumulation of compensatory time shall be two hundred and forty (240) hours, with the excess to be sold

back at 100%. The administration of compensatory time will be governed by the Federal Fair Labor Standards Act.

Each officer shall be entitled to use a maximum of 72 hours of compensatory time per year from their personal bank of hours regardless of whether or not the use of said compensatory time creates overtime. Officers shall not be permitted to schedule compensatory time more than ten (10) days in advance of the date when it will be taken.

SECTION 17. GRIEVANCE PROCEDURE:

- A. For the purposes of this Agreement, the term "grievance" means any difference or dispute between the Borough of Plum and any regular police officer with respect to the interpretation, application, claim, breach, or violation of any of the provisions of this Agreement.
- B. Should a grievance arise between the Borough and the police officer, there shall be no suspension of work on account of such grievance but the grievance shall be settled in accordance with the grievance procedure hereinafter set forth.
- C. The regular police officer shall designate to the Borough Manager a Grievance Committee composed of not more than three (3) regular police officers, one of whom shall be designated as Chairman.
- D. Any regular full-time police officer having a grievance shall first discuss the grievance with his superior in the chain of command and if, after such discussion, satisfaction is not received, he may file his grievance in writing on a form agreed upon by the parties of this Agreement. If the committee finds merit in this grievance, it shall follow that grievance to the next step. The following grievance steps shall be followed.
 1. The written grievance shall be given to the Borough Manager within (10) days from the occurrence of the grievance, and the same shall be considered in a meeting within seven (7) days thereafter by an authorized representative of Council, the Mayor, Borough Manager, the Chairman of the Grievance Committee, and the aggrieved police officer. Within seven (7) days, thereafter, a decision shall be made by the authorized representative of the Council, Mayor and Borough Manager.
 2. In the event that the grievance has not been satisfactorily resolved in the above noted step of the grievance procedure, the Grievance Committee and the aggrieved police officer may jointly initiate an appeal by serving upon the Borough Manager a notice in writing of the intent to proceed to arbitration within fourteen (14) days after receipt of the above noted decision is due.

- a. 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 American Arbitration Association to submit a list of three (3) arbitrators.
- b. The parties shall meet within seven (7) days of the receipt of said list for purposes of selecting the arbitrator by alternating striking one name from the list, until only one name remains. The employer strikes the first name.
- c. The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement, or of any other arbitration awards. The arbitrator shall confine himself to the precise issues submitted for arbitration. The arbitrator has no authority to determine any other issues not submitted to him. The decision of the arbitrator shall be requested to issue his decision within thirty (30) days after the hearing.
- d. 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.

E. Discipline

1. An officer may elect to contest discipline such as reduction in rank, suspension, or discharge either before the Civil Service Commission or through the Grievance Procedures set forth in Section 17. The officer may only select one of the two options, and whichever option the officer selects constitutes an irrevocable selection. A written warning shall not be grievable if it is not used as a part of progressive discipline.

SECTION 18. FALSE ARREST INSURANCE:

The Borough shall provide each police officer with False Arrest Insurance in the amount of \$250,000 per person and \$500,000 per incident.

The Borough will pay attorney's fees through and including the trial before any Court, including the Court of Common Pleas or Federal District Court, proceeding on the condition that said police officer is acquitted of charges arising out of actions within the scope of employment.

SECTION 19. TRAINING:

The officers are permitted to attend Firearms School once per year on Borough time.

In the event any police officer is required by the Borough to attend any school, the Borough shall pay all legitimate expenses, including, but not limited to: food, lodging, and car expenses. The Borough shall have the right to set reasonable per diem and other expenses.

SECTION 20. LEAVE FOR UNION BUSINESS:

- A. The Borough shall make every effort to permit, when on duty, the members of the Wage Policy Committee to attend all special meetings of the committee and to meet with individual officers during his or their tour of duty when required. In no event shall these meetings interfere with the emergency operations of the police department.
- B. Those members serving as officers in the recognized collective bargaining unit for Plum Borough Officers or serving as an officer in any police fraternal organization shall receive necessary time off without loss of scheduled pay for up to three (3) days to attend meeting, conventions, or any other meetings that are scheduled or called for emergency purposes. Any expenses incurred while attending such gatherings shall be borne by the officer. Also, the officer must give due and timely notice of such events.

SECTION 21. LENGTH OF CONTRACT:

The effective date of this Agreement shall be from January 1, 2018 to December 31, 2022.

SECTION 22. COMPLETE AGREEMENT:

The parties acknowledge that during the process that resulted in this contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not moved by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement that represents the complete agreement of the parties. As a result, each party hereby waives the right to require the other party to negotiate any terms which are set forth in the Agreement.

SECTION 23. CURRENT BENEFITS:

All terms and conditions of employment in effect shall remain in effect, except insofar as those terms and conditions of employment are specifically altered by this Award.

Any and all demands and issues in dispute by either party not specifically incorporated in this Award are hereby denied and rejected.

SECTION 24. SEVERABILITY:

Should any Article, Section or portion thereof of this Agreement be held unlawful and/or unenforceable by any court of competent jurisdiction, such decision shall only apply to the specific Article, Section, or portion thereof directly specified in the decision. The remainder of the Agreement shall remain in full force and effect for the entire term of this Agreement.

SECTION 25. ALL OTHER MATTERS:

All terms and conditions of employment encompassed by the prior Agreement or in effect during its term and that are not altered by the Award shall remain in full force and effect. Unless otherwise stated, all of the foregoing takes effect on January 1, 2014. All other requests, proposals, and demands not previously agreed upon or specifically addressed herein shall be considered DENIED and REJECTED.

Jurisdiction: The Board of Arbitration shall retain jurisdiction over this matter until both parties have ratified and executed a new agreement incorporating the terms and conditions of this Award.

FOR THE POLICE DEPARTMENT


Jim Ornes 12-20-2018
Wage and Policy Committee

Attest

12-16-18
Date

FOR THE BOROUGH OF PLUM


Borough Manager

Attest

Date