

AGREEMENT

**THIS AGREEMENT MADE THIS FIRST 12th DAY
OF DECEMBER 2018, BETWEEN
THE TOWNSHIP OF RESERVE
COUNTY OF ALLEGHENY
COMMONWEALTH OF PENNSYLVANIA**

AND

**TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION 249
a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

POLICE CONTRACT

January 1. 2019 – December 31, 2021

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Article I: Definitions

The following definitions shall apply to this agreement:

1. **TERM OF AGREEMENT:** The term of this agreement shall be for three (3) years. This agreement shall begin January 1, 2019 and shall expire December 31, 2021.
2. The term **FULL-TIME POLICE OFFICER** as used in this Agreement shall include all persons employed as Police Officers, 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.
3. The term **TOWNSHIP** as used in this Agreement shall mean The Township of Reserve, the Board of Commissioners, Duly Elected under the laws of the Commonwealth of Pennsylvania.
4. Nothing contained in this agreement shall be construed to affect the Provisions of the Law regarding appointment, suspension, reduction, and discharge of Police Officers as found in the Provisions of the Police Civil Service Act.
5. **PART-TIME POLICE OFFICER:** The Township retains the unqualified right to hire and use part-time police officers. Part-time officers will not be part of this labor agreement.

Article II: Hours of Work and Overtime Shift Assignments

1. The workweek shall consist of any five (5) workdays in the calendar week from Sunday through Saturday with two (2) consecutive days off. The workweek is designated as beginning with the first shift on Sunday and ending with the third shift on Saturday. All shift assignments shall be maintained on every calendar day. Any overlap shift the Township has the right to schedule. Shift assignments shall be selected by rank and seniority within rank, but the Chief of Police shall have the right to vary shift assignments at his discretion. However, shift assignments shall not be made or varied under any circumstances for disciplining or discriminatory purposes.

Shift Assignments:

1 st shift	7:00A.M. to 3:00P.M.
2 nd shift	3:00 P.M. to 11:00P.M.
3 rd shift	11:00P.M. to 7:00A.M.

In addition: Minimum of two (2) Officers on duty between 3PM – 3AM on Thursdays, Fridays and Saturdays.

2. The workday shall be any eight consecutive hours within the period 7:00A.M. to 7:00A.M. of the following calendar day; up to one and one-half hours may be in the preceding or subsequent day.
3. The Township shall pay 1-1/2 of the Police Officer's appropriate hourly rate for all hours worked in excess of eight (8) hours per day or forty (40) per week. Overtime will be offered by seniority for all call outs and shift assignments over four hours. The Township has the right to use part-time officers for all call-offs.
4. In the event the Chief of Police is unavailable to work his assigned shift, due to sickness, vacation, bereavement, holiday, or any other reason, The following steps to fill the shift shall be maintained in the order listed :
 - A. Offered to Full-Time Police Officers in order of ranking and seniority.
5. If any Full-Time Police Officer is called into work, for which he was not scheduled; that Officer shall receive not less than four (4) hours at 1-1/2 times that Officer's current Hourly Rate. This would not be applicable if an Officer is called in for a shift early or is required to stay after the designated shift as long as the excess hours are consecutive in order. In no event will overtime be pyramided.
6. Pass Days shall be selected individually by rank and seniority within rank from the following choices :

Sunday- Monday
Monday-Tuesday
Tuesday-Wednesday
Wednesday-Thursday
Thursday-Friday
7. A three (3) month schedule will be done in advance with scheduled Pass days.

Article III: Special Police Services

1. In situations where Police services are contracted, requested, rendered, and/or required for public or private functions, the Township shall offer such employment to the Police Officers based on seniority. It shall then be offered on a rotating schedule based on availability of the Police Officers to work such assignments.

- A. When Police services are requested by an agency willing to cover the Township's cost, the Township shall allow for such services to be rendered only when the approval of the Chief of Police and/or the Township Manager is obtained. The Reserve Township Police shall check with other municipal police departments to determine the "going rate" of compensation. If the "going rate" is acceptable, Reserve Township Police agree to wait until the Township is imbursed for police services. The Reserve Township Police agree to wait until the Township receives payment before being paid. The Township will receive \$2.00 per hour of compensation for administration costs.

Article IV: Time Spent in Court

1. In the event that any Police Officer is required to appear before a Magistrate and said Police Officer is on duty, he shall not be compensated any additional pay beyond his/her straight time pay. If however, a Police Officer is required to come from off-duty status to appear before a Magistrate or appear for other minor court proceedings, he/she shall be compensated at the rate of one and one-half (1-1/2) times his/her base hourly rate for all hours spent in said attendance or a minimum of two (2) hours at time and one-half (1-1/2), whichever is greater. If a personal vehicle is used, the Police Officer shall be compensated mileage at the current IRS rate.
2. In the event that any Police Officer is required to attend court proceedings before the Court of Common Pleas of Allegheny County, or any other court proceedings of a like jurisdiction, while he/she is off duty, he/she shall be compensated at the rate of one and one-half (1-1/2) times his/her base hourly rate for all hours spent in attendance or a minimum of four (4) hours at time and one-half, whichever is greater. He/she shall also receive \$40.00 for expenses and shall be permitted to retain any and all witness fees for attending such proceedings. In the event that any Police Officer is required to appear before the Court of Common Pleas of Allegheny County or any other court proceedings, of like jurisdiction while on-duty, he/she shall be compensated at his/her straight time rate. Police Officers shall be paid \$40.00 for expenses for attending such proceedings, and shall be entitled to retain all witness fees. If a personal vehicle is used, the Police Officer shall be compensated mileage at the current IRS rate. The Township will reimburse the on-duty officer for his/her individual meals with provided receipts.

Article V: Hospitalization

1. The Township of Reserve shall provide each Full Time Police Officer hired before January 1, 2013 with family care plans under the UPMC or Allegheny Health Network, which shall include High Option Dental and Vision Care plans for all Full-Time Police Officers with the cost to be borne by the Township, subject to the provisions of paragraphs 2, 3, 4, 5, 6, and 7 below. The Township shall have the right to switch to a different plan during the term of this

Agreement, so long as the new coverage is substantially equivalent to the existing coverage. In the event that the Union disputes whether the new coverage is substantially equivalent, the Union shall have the right to submit the dispute, requiring an accelerated decision, to an impartial arbitrator under Article XII and the arbitrator shall have the authority to determine the coverage that will be in effect. The Officer will be responsible for a twenty (20) percent of total health care contribution.

2. If the Police Officer is covered under his/her spouse's hospitalization which must be equal to or better than his/her present family care plans for Blue Cross/Select Blue, High Dental and Vision Care plans coverage for Police Officers, the Township shall not be obligated to provide coverage to said Police Officer.
3. If said Police Officer is covered by hospitalization under their spouse's coverage and for any reason the spouse's coverage is terminated, said Police Officer shall be covered under Family Care Plans for UPMC or Allegheny Health Network, High Dental Care Plan and Vision Care Plan, provided by the Township at no cost to the Police Officer, with the exception of those officers subject to the provisions of paragraphs 2,3, & 5, provided however, that said Police Officer shall notify the Township in writing, and provided further, that such coverage shall conform to the benefits in effect at the time.
4. All Officers will be required to co-pay 20 % of the total health care on a bi-weekly basis

New Full-Time Police Officers hired after January 1, 2013 will be covered under Single Care Plans only (the officer may purchase spouse or family coverage thru the Township at his/her expense) under Blue Cross/Select Blue, High Dental Care Plan and Vision Care Plan, or whatever Health Insurance Plans are currently in effect for Full-Time Police Officers hired prior to January 1, 2007 according to the following schedule:

<u>Paid by Township</u>	<u>Paid by Officer</u>
80% of Premium	20% of Premium

5. The Township shall allow any Full-Time Police Officer who retires hereafter, and the Police Officer's spouse to purchase hospitalization coverage through the Township at the Township's group rate. The Township agrees to make its best effort to make such offer available to each Police Officer, subject to existing law and the benefits policy provisions in effect at the time of the offer. The Township does not agree to pay any premiums or other costs associated with any such hospitalization for retired Police Officers.

6. Upon death of a Police Officer, prior to retirement, the Township shall allow for the deceased Police Officer's spouse to purchase the current hospitalization coverage through the Township at the Township group rate, subject to the same limits as stated in paragraph (6) above. Spouse will be able to purchase hospitalization up to the limit described by law or by the plan. The Township will not pay for the spouse's health care premium upon the officer's death.

Article VI: Holidays

1. Each Police Officer shall be entitled to nine (9) paid holidays; three (3) personal days, and the Police Officer's birthday.
 1. New Years Day
 2. Easter Sunday
 3. Memorial Day
 4. Fourth of July
 5. Labor Day
 6. Veterans Day
 7. Thanksgiving Day
 8. December 24
 9. Christmas Day
 10. #1 Personal Day
 11. #2 Personal Day
 12. #3 Personal Day
 13. Police Officers Birthday
(the date of birth, unless otherwise authorized by the Chief of Police)
2. In the event any Police Officer is required to work on any of the aforesaid holidays, he/she shall be paid at his/her regular rate of pay plus Holiday Pay, or may take a day off with pay at the discretion of the Chief of Police and/or Township Manager. Paid days off earned by working holidays must be used in the calendar year except such days earned in November or December. Those days must be used no later than the second quarter of the following calendar year.
3. Holiday Pay is defined as eight (8) hours of pay at the Officer's current hourly rate.
4. Personal Day pay (which shall also apply for the Police Officer's Birthday) is defined as eight (8) hours pay at the Police Officer's current hourly rate. If an Officer's personal day or birthday has been approved as a paid day off and the Officer is required to work on that day, the Officer shall be paid at his/her regular rate of pay for the hours worked plus the personal day pay, or the Officer may take a day off with pay at the discretion of the Chief of Police and/or Township Manager.
5. Police Officers shall be required to provide two (2) weeks notice of a request to take a personal day. Requests for personal days shall not be arbitrarily denied, but emergencies will not be deemed arbitrary.

Article VII: Sick Leave

1. General: Sick leave pay shall be granted as prescribed herein.
2. Sick Leave Allowance and Administration. Sick leave shall be administered in the following manner.
 - A. Full-Time Police Officers shall be given ten (10) sick days per year, with the right to accumulate said sick days to a maximum of one hundred and forty (140) days.
 - B. Where sickness in the immediate family household requires a Full-Time Police Officer's absence from work, the Police Officer may not use more than ten (10) days of sick leave entitlement in each calendar year for that purpose. The Police Officer shall exhaust all unused holidays and vacation time before receiving this benefit the Police Officer shall receive from the attending doctor of the immediate family member, a doctor's certificate for the sickness, before the Officer is entitled to use ten (10) days of sick leave. Immediate family is defined as a spouse, son, daughter, mother, father, mother-in-law, and father-in-law, living in the same household.
 - C. Upon retirement, the Township shall purchase from the Full-Time Police Officer all unused sick leave at 50% of the Police Officer's accumulated unused sick leave, at the rate then in effect. Such sick leave shall not exceed the allowable accumulation standards set forth in this agreement.

Article VIII: Short-Term Disability

1. The Township shall provide for each Full-Time Police Officer a short-term disability plan that will cover only non-work related disabilities. The short-term disability insurance becomes effective after the Officer has exhausted all of his/her accumulated sick leave. If the Officer has little or no sick leave, the plan shall become effective on the first day of hospitalization or the seventh day of disability. The plan shall provide for 60% of the Officer's base income and shall run for twenty-six (26) weeks. A week shall be defined as a normal work week for all Officers.

Article IX: Bereavement

1. A Police Officer who has completed a term of employment of one (1) year or more of service shall be entitled to leave as provided under this Article. The Township defines the term immediate family to include spouse, son, daughter, mother, father, sister, or brother.
2. In the event of a death of an immediate family member, the Police Officer shall be entitled to receive three (3) days off with pay. A letter of request for bereavement leave in excess of three (3) days is to be addressed to the Chief of Police, so long as there are extenuating circumstances. The Township Manager in his/her discretion shall approve or disapprove the request.
3. The Police Officer shall be given one (1) day off bereavement leave with pay, which shall be the day of the funeral for mother-in-law, father-in-law, grandparents, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchildren, step-mother and step-father of the Police Officer's family.

Article X: Jury Duty Leave

1. Full-Time Officers shall be excused from work for Jury Duty with no loss of wages or benefits. If in the event the Officer is compensated by the court for Jury Duty, such compensation shall be calculated into the Officer's wages in order to obviate receipt of more than the regular daily base wage. When an Officer receives notice that he/she is to report for jury duty, the Officer shall notify his/her supervisor on the next regularly scheduled work day.

Article XI: Equipment and Uniforms

1. For each year of this agreement, the Township will pay to each Officer the sum of \$600.00 as an equipment and uniform allowance. The first payment shall be on June 1st and the second payment on December 1st of each year. If the Officer terminated his/her employment within two (2) years of their hire date, the uniform allowances must be returned to the Township.

Article XII: Grievance Procedure

1. For the purpose of this Agreement, the term, "Grievance" means any difference or dispute between the Township of Reserve and any Teamsters, Chauffeurs and Helpers Local Union 249 A/W International Brotherhood of Teamsters, with respect to an interpretation or application of any provisions of this Agreement.

2. Should a Grievance arise between the Township of Reserve and a 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.
3. All disputes shall be processed through the Grievance Procedure as follows:

STEP 1: A union member who believes he/she has a grievance must reduce it to writing within fourteen (14) days from the date the grievance arose and submitted to the Chief of Police or Township Manager. The grievance must be signed by the grievant and/or a member of the Grievance Committee and must specify the date, the sections of the collective bargaining agreement alleged to have been violated, a statement of facts supporting the grievance with reasonable specificity and the remedy requested. Within ten (10) working days (excluding weekends and holidays), the Police Chief or Township Manager shall furnish the grievant and Grievance Committee with a written answer to the grievance. If an answer is not received within said time period the grievance shall be considered denied.

STEP 2: In the event that the grievance is not settled in Step 1, an appeal may be presented in writing by the member of the Union to the Board of Commissioners within 15 days after the response at Step 1 is due. The Board shall respond in writing to the Union Representative within thirty (30) days after receipt of the appeal.

STEP 3: In the event that the grievance has not been satisfactorily resolved in Step 2, the Union Representative may initiate an appeal to Arbitration by serving upon the Township a notice in writing of its intent to proceed to arbitration within fifteen (15) days after receipt of Step 2 decision or within fifteen (15) days after the response at Step 2 is due, whichever is later.

Arbitration: The parties agree to use the Federal Mediation and Conciliation Service for the selection of Arbitrators, which will submit a list of seven (7) possible Arbitrators, who are approved by the National Academy of Arbitrators and who reside in Pennsylvania. The parties shall meet within fifteen (15) days of receipt of said list for the purpose of selecting the Arbitrator by alternately striking one name from the list, until only one (1) name remains. The parties shall alternate making the first strike from panels of Arbitrators. The Arbitrator shall neither add to, subtract from, or modify the provisions of this Agreement, or any Act 111 interest 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 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. All

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

4. The Union must receive notice of any grievance filed and must have an opportunity to appear with the grievant at all steps of the grievance procedure.

Article XIII: Vacations

1. Full Time Police Officer's shall be entitled to take annual vacation in accordance with the following schedule:

After 1 year of Service	1 week
2 to 6 years	2 weeks
7 to 11 years	3 weeks
12 to 15 years	4 weeks
16 to 24 years	5 weeks
25 + years	6 Weeks

2. No vacation shall be granted unless an employee has worked one hundred and ten (110) working days in the preceding year. Working days include actual days worked.
3. Application for vacation shall be submitted to the Chief of Police of Reserve Township and shall be granted in order of seniority. A vacation Book shall be passed to each Full-Time Police Officer in order of seniority by January 15 of each calendar year. Each Officer shall have the book no longer than 10 days to pick their vacation request and must pick up to the first three (3) weeks of their entitled vacation. Exception: Two (2) Full-Time Police Officers may take vacation during the same week provided that all shifts can be covered without additional overtime expense to the Township and subject to the approval of the Chief of Police. Vacations shall be taken in blocks of one (1) or more. Exception: Police Officers with (4) weeks or more of vacation shall be permitted to utilize two (2) weeks of their vacation one (1) day at a time. Police Officers with less than four (4) weeks of vacation shall be permitted to utilize one (1) week of their vacation one (1) day at a time. Two weeks written notice shall be given to the Chief of Police listing the days selected by the Police Officer. The final right to grant scheduled vacation leave shall be exclusively reserved to the Chief of Police to ensure orderly operation of the Police Department. However, a request for use of vacation shall not be denied by the Chief for disciplining or discriminatory

purposes. Vacation days not requested in the vacation book by November 15th will be granted on a first come first serve basis.

4. If a Holiday, Personal Day or vacation time is granted and then revoked with less than two (2) weeks notice, causing the officer to work the shift that was originally granted off, the officer shall receive overtime pay at a rate of 1 ½ his/her current hourly rate for that shift regardless if the officer's forty hour week has been reached or not. The officer will also regain the use of the revoked holiday, personal day or vacation time.

Article XIV: Retirement and Pension

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

1. Increase the service increment by \$100/Month after the completion of 25 years of service based on the review and approval of the Township Uniform Pension Committee.
2. C.O.L.A. – This is governed by the C.P.I. with a maximum increase of a pension benefit to such limit as may be authorized by Act 600 and its amendments.
3. Increase the interest on the return of contributions to 3 ½%.
4. Determine pension benefits using the last 36 months of service.
5. Reduce the retirement age to 50 with 25 years of service based on last 36 months of service.
6. Police agree to pay contributions, if necessary, in accordance with the calculations of the Township Pension Actuary as set out in the Township's Minimum Municipal Obligation and per Act 600.

Article XV: False Arrest Insurance

The Township shall provide each Police Officer with False Arrest Insurance to indemnify each officer for actions taken in the discharge of their official duties.

Article XVI: Life Insurance

The Township shall provide, at its expense, Life Insurance for each Full-Time Police Officer in the amount of \$35,000.00, including a double indemnity provision. This life insurance is an addition to any life insurance provided elsewhere.

Article XVII: Schooling

1. Mandatory Schooling/Training

In the event that any Full-Time Police Officer is required by the Township, the Chief of Police, County of Allegheny, Municipal Police Officer's Education Training Commission, Commonwealth of Pennsylvania, the Western Pennsylvania Chiefs of Police Association, the Pennsylvania Chiefs of Police Association, or by any court order to attend school and training activity, the Township shall pay the Police Officer his/her normal straight time or overtime rate as required by Law and/or this Agreement.

- A. In the event that a Police Officer is attending required schooling and/or training activity, it shall be deemed as a work shift for that day or days of the schooling and/or training activity. The Police Officer may not be required to work an assigned shift for the day or days of the schooling and/or training activity. In the event that the Police Officer is required to work an assigned shift on the day or days of the schooling and/or training activity, the Township shall pay the Police Officer the rate of time and one-half (1 ½) times his/her base hourly rate of attending such schooling and/or training activity.
- B. If a personal vehicle is used the Police Officer shall be compensated mileage at the current IRS rate. The Township shall pay for all costs of the schooling/training activity, parking expenses and up to a \$10 lunch and \$20 dinner expense. If the mandatory schooling/training activity requires the Police Officer to make overnight accommodations, the Township shall pay for all costs and reasonable expenses associated with the schooling/training.

2. Voluntary School/Training

- A. A Police Officer may request to participate in schooling/training. The Township, in its discretion may agree to send the Police Officer for schooling/training. If the Township agrees to the Full-Time Police Officer attending schooling/training, the Township shall pay all tuition costs. Compensatory time may be granted for attending voluntary schooling or training with the written permission of the Chief of Police or Township Manager.
- B. If the training is a firearms related course the Township agrees to pay for the ammunition required for the course or the tuition costs, whichever is less, approved by the Chief of Police or Township Manager.

Article XVIII: Wages for Full-Time Police

1. The following are the wage increases for the respective years of said agreement. Sergeant salary will maintain a 2.5% differential over the rate for Police Officer.

Rank	Year	Percent Increase	Yearly Salary
Police Officer	2019	3.5%	\$62,410.93
	2020	3.5%	\$64,595.31
	2021	3.0%	\$66,533.17

2. Wages of Police Officers hired after January 1, 2013 are as follows:

Day 1 Thru 12 months	80% of Base Salary – Stated in Section 1
13 months thru 24 months	90% of Base Salary – Stated in Section 1
25 + months	100% of Base Salary – Stated in Section 1

3. Longevity

In addition to base salary all current Full-Time Police Officers hired prior to 12-31-12 shall be entitled to longevity based upon their appropriate years of service according to the following schedule.

3 Year thru 5 Years	\$ 450.00 per year
6 Years thru 10 Years	\$ 550.00 per year
11 Years thru 15 Years	\$ 700.00 per year
16 Years thru 20 Years	\$ 900.00 per year
21 Years thru 25 Years	\$1,200.00 per year
25 Years Plus	\$1,500.00 per year

4. **Officer In Charge**

During the absence of the Chief of Police and Sergeant the Chief of Police may at his discretion and based on seniority assign a Patrol Officer as an Officer in Charge (OIC) and the Officer In Charge will receive 2.5% over his/her regular hourly rate of pay.

Article XIX: Merger/Regional Department

The Employer may, during the term of this Agreement, choose to deliver police services by joining a police department formed pursuant to the Intergovernmental Cooperation Act or by contracting with another community or communities for such services. In either case, the Employer cannot do this unless it provides the Union with at least three (3) months notice of an intent to do so and meets with the Union at reasonable times and places to bargain over the impact of this decision. In the event that this impact bargaining does not resolve the disputes between the Parties relating to the Employer's decision, the dispute shall be resolved in binding interest arbitration conducted pursuant to Act 111 except that the calendar requirements of Act 111 shall not apply and the list of arbitrators provided by the AAA shall number seven (7) instead of three (3). No regular Full-Time Bargaining Unit Employee shall be dismissed or furloughed as a result of the Employer utilizing one of its options provided in this section.

Article XX: Severability

In the event that any Article or part of any Article of this Agreement is held to be contrary to law and therefore void and unenforceable, such Article shall be severed from this Agreement along with any other part of this Agreement affected by such a severance but the remainder of this Agreement shall continue in full force and effect.

Article XXI: Notice

Whenever any notice is required to be given to either party or to the other party pursuant to the provisions of this Agreement, either party shall do so by certified letter to the following addresses:

Township of Reserve
33 Lonsdale Street
Pittsburgh, PA 15212

The Police Department of the Township of Reserve
33 Lonsdale Street
Pittsburgh, PA 15212

Teamsters Local 249
4701 Butler Street
P.O. Box 40128
Pittsburgh, PA 15201-0128

Article XXII: Negotiations

The Township and the Union state that this Agreement is the settlement of their negotiations conducted in full compliance with Act 111 and it is their entire Agreement. Except as otherwise provided by Act 111 or by this Agreement the Township and the Union agree that the only negotiations required during the term of this Agreement are those on a successor Agreement.

Article XXIII: Complaints Against Police Officers

1. Anonymous complaints against any Police Officer, which are unsupported by corroborative evidence, shall not become part of the Police Officer's personnel file and shall be classified as unfounded. Any Police Officer shall have the right to review his/her personnel file in the presence of management with sufficient notice provided and an agreeable meeting time established with the Chief of Police or Township Manager.
2. A Police Officer under investigation for possible criminal activity shall be accorded all constitutionally required rights.
3. A Police Officer who is at risk of discipline will be permitted the counsel of a fellow Police Officer during relevant investigatory interviews.
4. In the event that a Police Officer is formally charged in any criminal proceeding, any recorded interrogations of the Police Officer related to the formal charges shall be provided to the Police Officer at the Township's expense, if requested by the Police Officer.
5. Unless agreed to by the Police Officer, the Township shall not make any public comment on the reason for any investigation, or any disciplinary action brought against a Police Officer, except to the extent which may be required by law, or in response to charges made by such Officer, or in response to any charges or comments made by such Officer in the Press or other Media.
6. There shall be no penalty nor threat of any penalty to a Police Officer for the exercise of the Police Officer's rights under this Article and no one making a complaint against a Police Officer shall because of that fact be subject to harassment or focused attention.

Article XXIV: Management Rights

1. The Township reserves and retains solely and exclusively all of its common law rights to manage the business of the Township as such rights existed prior to the execution of this Agreement, subject however, to the provisions of this Agreement. Matters of inherent management policy which are not abridged by this Agreement shall include, but are not limited to, such areas of discretion or

policy as the functions and programs of the Township, standards of services, its overall budget, utilization of technology, the organized structure, selection and direction of personnel, determination of the number of hours per day or per week operations shall be carried on, the assignment of work to such employees in accordance with the requirements determined by the Township, the establishment and change of work schedules, the right to make and enforce reasonable rules for the maintenance of discipline, the right to suspend, discharge, or otherwise discipline employees for cause, the right to contract out work, provided that work of the Bargaining Unit shall not be sub-contracted, and otherwise to take such measures as the Township may determine to be necessary for the orderly and efficient operation of the Township's business.

2. Reasonable work rules may, from time to time, be instituted by the Township to govern operations and conduct of the employees subject to the grievance procedure.
3. All existing practices previously enjoyed by members of the Bargaining Unit that are not inconsistent with the Police Officer's sworn duties, applicable law or the express provisions of this Agreement shall remain "As Is".
4. In the event an employee is off work and receiving worker' compensation or Heart and Lung wage-loss benefits for a week in which the employee had a pre-scheduled vacation, or a the employee shall be credited as having received the vacation pay for that week.
5. **DRUG FREE WORKPLACE POLICY**
Reserve Township intends to help provide a safe and drug-free work environment for our residents and our employees. With this goal in mind and because of the serious drug abuse problem in today's workplace, we are establishing the following policy for existing and future employees of Reserve Township.

Reserve Township explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Company or customer premises or while performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the Township or resident's premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Township or residents, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Townships reputation.

- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the Township or its residents, or while on Township business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

Reserve Township will conduct drug and/or alcohol testing under any of the following circumstances:

- **RANDOM TESTING:** Employees may be selected at random for drug and/or alcohol testing at any interval determined by the Township
- **FOR-CAUSE TESTING:** Reserve township may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.

6. **POST-ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test.
"Involved in an on-the-job accident or injury"

Means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

Article XXV: Residency Requirement

1. All Full-Time Police Officers identified as members of the Bargaining Unit on the effective date of this Agreement shall maintain a permanent legal residence within seven (7) air miles of the Township Administration Building.

Article XXVI: Dues Checkoff, Maintenance of Membership Dues Checkoff:

- A. The Township of Reserve agrees to deduct from the pay of all Police Officers covered by this Agreement the dues, initial fees and/or uniform assessments of the Union, and all such deductions prior to the end of the month for which the deduction is made. Union dues deductions shall be made from vacation checks when employees are on vacation during the week in which such Union dues deductions are made. When an employee who is on checkoff is not on the payroll during the week in which the deduction is made, or who has no earnings or insufficient earnings during the week or is on leave of absence, the

employee must make arrangements with the Union to pay such dues in advance. Dues shall be deducted during the first week of the month and remitted to the Union prior to the end of the same month.

- B. The Union shall certify to the Township of Reserve in writing each month a list of its members working for the Township of Reserve who have furnished to the Township of Reserve the required authorization together with an itemized statement of dues, initial fees (full or installment), or uniform assessment owed and to be deducted for such month from the pay of such member, and the Township of Reserve shall deduct such amount from the first paycheck following receipt of statement of certification of the member and remit to the Local Union in one lump sum. It is further agreed that the Township of Reserve shall add to the list supplied by the Union the names of all new employees and those hired since the last list was submitted and delete the names of employees who are no longer employed.
- C. The Township of Reserve shall be held harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Township of Reserve in reliance on the above mentioned authorization or deduction of fees, dues, charges, expenses, assessments, etc., from wages or from compliance with the Union security provisions of this Agreement.

1. Maintenance of Membership

Each employee who on the effective date of this Agreement is a member of the Union and each employee who becomes a member after that date shall maintain his/her membership in the Union. The payment of dues and assessments while a member shall be the only requisite employment condition. In the event that a member refuses to pay any such dues or a judicial determination is made that the member need not pay such dues, the Township shall not be obligated to terminate any such Officer, except under the provisions of the Civil Service Code applicable to First Class Townships applicable to suspensions and/or terminations.

- A. The Township of Reserve and the Union agree to comply with all applicable statutory provisions, case law, and administrative agency determinations regarding fair share.
- B. The Union agrees to extend to all non-members the opportunity to join the Union.
- C. If any legal action is brought against the Township of Reserve as a result of any actions it is requested to perform by the Union pursuant to this Article, the Union agrees to provide for the defense of the Township of Reserve at the Union's expense and through counsel selected by the Union and the Township. The Township of Reserve agrees to give the Union

- D. immediate notice of any such legal action brought against it and agrees to fully cooperate with the Union in the defense of the case. If the Township of Reserve does not fully cooperate with the Union, any obligation of the Union to provide a defense under this Article shall cease.
- E. The Union agrees in any action so defended to indemnify and hold the Township of Reserve harmless for any monetary damages the Township of Reserve might be liable for as a consequence of its compliance with this Article; except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as a result of the Township of Reserve's failure to properly perform its obligation under this Article.

Article XXVII INTEGRATION CLAUSE.

The Township proposes adding a new Article XXVII to the Agreement titled "Integration clause" and providing as follows:

The parties mutually agree that the terms and conditions expressly set forth in this Agreement represent the full and complete Agreement and commitment between the parties hereto, including salaries, and all fringe benefits. Any such matters or subjects not herein covered, have been satisfactorily addressed, compromised or waived by the parties for the life of this Agreement, and no past practices or understandings existing prior to date of the Agreement are intended to survive unless specifically included in the terms herein.

Article XXVIII Term of Agreement

1. Unless otherwise stated, the award takes effect on January 1, 2019 and shall expire on the December 31, 2021. All other requests or demands not previously agreed upon or specifically addressed herein shall be considered denied and rejected.


**THE TOWNSHIP OF RESERVE
CHAUFFEURS
COMMONWEALTH OF
PENNSYLVANIA**



Commissioner President


Township Manager

**GENERAL TEAMSTERS,
AND HELPERS LOCAL UNION
NO. 249, a/w INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**


President


Business Agent


Steward