

AGREEMENT BETWEEN

Teamsters Local Union No. 205

Representing

Port Vue Borough Police Department

AND

The Borough of Port Vue

January 1, 2021 TO December 31, 2024

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AGREEMENT

This Agreement is made and entered into this ____ day of _____ but effective first day of January 1, 2021, by and between Port Vue Borough Police Department hereinafter called the "Employer", and THE TEAMSTERS LOCAL UNION 205, affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union".

ARTICLE NO. I - RECOGNITION

Section 1: The Employer hereby recognizes the Teamsters Local Union No. 205 as the exclusive representative for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all police department employees described herein.

Section 2: The term "employee" when used in the Agreement refers to all regular, full-time and regular part-time officers including but not limited to the lieutenant, sergeant and patrolmen; and excluding any managerial employees. PF-R-02-101-W

Section 3: For purposes of this Article and for definition purposes throughout every Article of this Agreement, full-time employees shall be defined as those police officers who are regularly scheduled forty (40) hours per week and part-time officers shall be defined as those regularly scheduled for work up to thirty-two (32) hours per week. The irregular or occasional scheduling of a part-time police officer for forty (40) hours per week or more than forty (40) hours per week, shall not alter the employees' status as part-time.

ARTICLE NO. II - NON-DISCRIMINATION

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

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

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

ARTICLE NO. III - DUES CHECK-OFF

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

Section 2: The Union agrees to indemnify and save the Employer harmless from any and all claims, suits or other forms of liability arising out of deductions of money for all Union dues and/or assessments under this Article.

ARTICLE NO. IV - MANAGERIAL RIGHTS

The management, direction and control of the Port Vue Borough Police Force is vested exclusively in the Borough which has the right to hire, suspend, discharge, promote, demote, schedule, and transfer its employees and to make such rules relating to its operation as it deems advisable, subject to the provisions of this Agreement. This Article is subject to other provisions of this Agreement and Police Tenure Act.

ARTICLE NO. V - SENIORITY

Section 1: Seniority shall be defined as the length of continuous service an employee has had with the Employer from his last date of hire. Seniority shall accrue during absence due to layoff, disability due to accident or illness, or other authorized leaves of absence, provided it is not terminated in accordance with Section 2 below.

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

- A. Voluntary termination of employment, including retirements. A written resignation is deemed accepted when delivered to the Mayor, Chairman of the Police Committee, or Borough Manager. An oral resignation is also deemed accepted when delivered to the Mayor, Borough Manager, or Council of the Borough of Port Vue, except that an oral resignation may be successfully withdrawn by the employee making it if he does so in writing and within twenty-four (24) hours from the time the employee makes his oral resignation. No written resignation, delivered by an employee may be withdrawn under any circumstance.
- B. Discharge for just cause.
- C. When recalled from layoff, upon his failure to return to work within a period of one (1) week after the employee has received notification to so return. Employee must be given notice in writing by certified mail, return receipt requested mail only.
- D. Layoff in excess of two (2) years due to lack of work.
- E. Immediately upon the issuance of a final determination by a state or federal statutory agency that an employee is permanently and totally disabled from performing the work of a police officer.

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

Section 4: All new employees shall be considered probationary employees for a period of twelve (12) months from their most recent date of employment. During an employee's probationary period, he shall have no rights, whatsoever, under this Agreement, except for the right to be paid

the wage rate specified in Article VI Section 1 specified hereafter and full-time officers shall be entitled to health insurance benefits after ninety (90) days. A probationary employee may be summarily dismissed during his probation at the sole discretion of the Employer without being subject to the grievance procedure defined herein. A probationary employee, upon completion of this probationary period, shall be entitled to seniority credited retroactive to his most recent date of employment.

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

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

Section 7: Layoffs shall be made first from among part-time employees, in inverse order of seniority, and then from among full-time employees, in inverse order of seniority.

Section 8: Recall from layoff shall be made first from among full-time employees, in order of seniority, and then from among part-time employees, in order of seniority.

Section 9: Full-time officers shall be recalled to part-time positions prior to part-time officers being recalled to part-time positions. However, in no event, shall the Borough employ an additional part-time position without first refilling the full-time position.

Section 10: Layoffs, recalls after layoffs, vacations, work schedules, shall be in accordance with seniority, providing the full-time or part-time employee has the ability to perform the work.

Section 11: The parties agree that seniority for the part-time employees shall mean that the various employees shall pick their work schedule according to seniority. After the list has been exhausted by the selection according to seniority the Borough may place any unused shifts according to seniority.

ARTICLE NO. VI - COMPENSATION

Section 1: HOURLY WAGES: The following are the job classifications of the employees covered by this Agreement and the basic hourly wage rate of compensation such employees shall be paid in their respective job classifications.

<u>Job Classification</u>	<u>Hourly Wage Rates</u>			
	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>
LIEUTENANT	\$24.72	\$25.34	\$26.10	\$26.75
PATROLMEN	\$23.28	\$23.86	\$24.58	\$25.19
PART-TIME PATROLMEN	\$19.10	\$19.10	\$19.67	\$19.67

If any additional categories are added, the parties shall meet to negotiate the rates of pay.

Section 2: UNIFORM ALLOWANCE: The employer shall provide each employee with the following uniform allowance:

<u>Uniform Allowance</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>
All Full-Time Officers	\$850.00	\$875.00	\$900.00	\$925.00
All Part-Time Officers:				
after 700 hours in current year	\$600.00	\$600.00	\$600.00	\$600.00
after 500 hours in current year	\$450.00	\$450.00	\$450.00	\$450.00
after 300 hours in current year	\$350.00	\$350.00	\$350.00	\$350.00

The employer shall provide new hires with one (1) uniform.

Uniform allowance shall not accumulate from year to year and the employee shall be required to submit receipts for items purchased no later than December 31st of each year. Failure to do so is a disciplinary matter.

Section 3: Any employee who is required to use his personal vehicle for Borough business shall be reimbursed at the maximum rate permitted by the regulations of the Internal Revenue Service, along with reimbursement of any parking fees.

Section 4: WITNESS FEES: A police officer required to appear as a witness while off duty in a connection with his duties in any criminal court, civil court, juvenile court, pre-trial or grand jury shall be paid a minimum of four (4) hours at the appropriate rate. When attending any court action in the Allegheny County Courthouse the officer shall be required to punch the time clock in the witness room and have the ADA sign the appropriate court card. Any officer required to appear for any magistrate hearing or other hearing within the Borough while off duty will be compensated at a minimum of two (2) hours at the appropriate rate. Police officers shall retain any witness and mileage fees paid to them. In the event officers incur parking expenses while attending any type of court hearing, they shall be reimbursed by the Borough upon production of receipts for such expenses.

Section 5: An officer called or subpoenaed as a witness to appear in any court or administrative hearing on employer business during his regular work schedule, shall be paid his regular contract rate of pay for the hours spent at court or administrative hearing, as appropriate per this Agreement. All witness fees for testifying at court hearings are retained by the Officer.

ARTICLE NO. VII - HOURS OF WORK AND WORK SCHEDULES

Section 1: Part-time officers shall submit their availability at least ten (10) days prior to the new schedule being posted with open shifts assigned by seniority. However, after exhausting the part-time roster and shifts remain open, full-time officers may elect to fill the open shifts as overtime. If the full-time officers cannot fill all the remaining open shifts, the Chief of Police will fill the open shifts with part-time officers based on availability and seniority. Availability shall include work schedules from the part-time officer's primary employer.

If a part-time officer has requested vacation paid time off from his primary employer, the Borough shall attempt to accommodate the officer by not scheduling hours during that week unless otherwise requested by the officer.

Section 2: The workday shall be defined herein as twenty-four (24) consecutive hours commencing with the employee's shift starting hour.

Section 3: A regular workweek shall consist of five (5) eight (8) hour days. Workweeks shall begin at 12:01 a.m. Sunday, and conclude at 12:00 midnight the following Saturday. Schedules must be posted for bid every six (6) months which shall include the shift and days off. Each full-time officer shall exercise his rights of seniority for selection.

Section 4: Time and one-half (1½) shall be paid for all hours worked in excess of forty (40) hours during any regular work week along with any holidays worked.

Section 5: When the need for non-emergency overtime arises, the Employer shall assign overtime from a list of qualified employees within the ranks who normally perform such work on the basis of their status on the overtime seniority list. Assignments from said list shall be rotated in descending order of seniority. The objective is to provide a reasonable procedure for affording employees overtime work opportunities as the need arises. Work opportunities created when a regular, full-time police officer calls off, which would constitute overtime if worked by a regular, full-time police officer, will be offered first to regular, full-time police officers in keeping with the established overtime rotation among such officers, before it is offered to part-time officers. Work opportunities when a part-time police officer calls off will be offered first to part-time officers, until an overtime situation is created and then the overtime will be offered to full-time officers before part-time officers. Once an employee is offered overtime, he shall not be offered another overtime assignment until all employees on said list have been afforded the opportunity to work overtime. Any employee on said list who is not available at the time the overtime work arises or declines an offer of overtime work shall be credited for the assignment solely for the purposes of the rotation. An employee will be considered as having been offered overtime for the purpose of determining his place on the overtime rotation list only if direct or telephone communication is made with the employee. The chief or his designee shall be responsible for maintaining said overtime list and shall indicate the employees eligible for overtime assignments.

Section 6: It is understood that the employer retains sole discretion to determine the number of employees to be used on overtime, in accordance with this Agreement.

Section 7: When a situation occurs that imposes a threat to the public's health, safety or welfare, it is agreed that any employee may be assigned to the abatement of that situation, regardless of whether the work is overtime or not, without violating this Agreement, but shall receive all compensations according to the terms of this Agreement.

Section 8: All employees shall be required to work overtime in the event of an emergency that necessitates the working of such overtime.

Section 9: Vacation and personal days shall be considered as hours worked for the purposes of computing overtime pay under this Agreement.

Section 10: An employee called into work at a time when he is not regularly scheduled, shall be guaranteed to a minimum of four (4) hours pay at the appropriate rate of pay.

Section 11: Overtime pay shall be paid no later than the regular payday in the pay period following the period in which the overtime is worked.

Section 12: For the purpose of this Agreement, there shall be two types of overtime, scheduled and unscheduled overtime. Scheduled overtime shall be that which is posted on the regular schedule and circulated to the Police Department, which is known in advance and routinely includes overtime caused by holidays, sick leave, parades, personal days, and vacations.

Section 13: The Chief of Police will arrange scheduled overtime in accordance with the seniority list of all full time officers posted on paid list in order in which they appear on a rotating basis. The Chief of Police in assigning scheduled overtime, will, including holidays, begin with the most senior man of the full time officers whose name appears next on the rotating seniority list. So far as unscheduled overtime is concerned, the same is applicable. List to be posted in the Station. Only after a full-time Officer has been scheduled the work, may the Borough proceed to the part-time list. Part-timers shall be offered the work according to seniority.

Section 14: There shall be a shift differential of forty cents (\$.40) per hour for the 4:00 p.m. to 12:00 a.m. shift and forty cents (\$.40) per hour for the 12:00 a.m. to 8:00 a.m. shift.

Section 15: If designated by Council, any Officer temporarily designated Chief shall receive an additional one dollar (\$1.00) per hour, with the exception of the Lieutenant.

Section 16: Part-time Officers may fill full-time Officers slots during vacations, however, all other overtime opportunities must be offered to full-time first.

Section 17: Long Term Absence - If a full-time officer is unable to work for any reason for a period of two (2) weeks or more, the Borough may fill the open shift with a part-time officer only after a minimum of one (1) overtime shift per week has been offered to the full-time patrol officers.

ARTICLE NO. VIII - SICK LEAVE

Section 1: Employees shall earn ten (10) days of sick leave entitlement per year and may accumulate unused sick leave days up to a maximum of sixty (60) days.

Section 2: Proof of illness in the form of a medical certificate shall be required if an employee is absent for more than three (3) consecutive days.

Section 3: Upon retirement, employees shall be reimbursed in the amount of fifty percent (50%) of the rate for all accumulated unused sick days up to a maximum of sixty (60) days.

Section 4: At the end of each calendar year, the Borough will buy-back each unused accumulated sick day in excess of sixty (60) days, at the rate of fifty percent (50%) of the current rate. All of which the employee will receive in his or her paycheck no later than the 31st of December of the contract year just completed.

Section 5: Part-time officers shall earn sick leave days at a rate of one (1) sick day per every seven hundred (700) hours worked in the previous calendar year. Also, unused part-time sick days accumulate up to a maximum of three (3) days.

ARTICLE NO. IX - VACATION

Section 1 – ELIGIBILITY: All full-time police officers of the Borough shall be entitled to vacation with full pay and benefits if he has completed at least one year of continuous service. If the full-time officer fails to work seven hundred (700) hours in the preceding year, unless off on approved leave such as sick leave, workman's compensation, etc., then he is not entitled to vacation.

The Borough will pay a police officer who terminates his employment with the Borough for all his unused and earned vacation time at the rate of one hundred percent (100%) of his appropriate hourly rate on the next scheduled Borough pay day after his termination date.

Section 2 - LENGTH OF VACATION: The following annual paid vacations will be provided:

<u>Years of Service</u>	<u>Vacation</u>
One (1) year	One (1) week vacation
Two (2) years	Two (2) weeks vacation
Five (5) years	Three (3) weeks vacation
Ten (10) years	Four (4) weeks vacation

Section 3: The Chief or his designee should schedule employees' work so as to enable each employee to take vacation which he becomes entitled to during the year. Vacation leave shall be granted at such times as are determined by the Employer to be consistent with the provision of full services to the public and in the best interests of the Police Department. Vacation leave shall not accumulate from year to year.

Section 4: Each week of vacation shall consist of seven (7) consecutive calendar days which constitute the employee's normal workweek. The employee will be paid for only five (5) days or forty (40) hours pay at the employee's regular straight-time hourly wage rate for each week of vacation.

Section 5: Annual vacation schedules will be posted on or about January 1 of each year, and will encompass the period January 1 through December 31. List is to be posted in the Office. (all 52 weeks must be available for selection)

Section 6: Selection of vacation will be on a seniority basis, with each officer posting at least one (1) week or all of his vacation time when his turn in the schedule appears. If the Officer selects only one (1) week, he may not select additional time until the list has been completely rotated.

Officers with a maximum of two (2) weeks' vacation eligibility must post at least one (1) week of vacation no later than April 1st of each year. Officers with more than two (2) weeks of vacation must post at least two (2) weeks of vacation by April 1 of each year.

Section 7: Employees will be required to take time off for their vacations. Once vacations are scheduled and approved, they may not be changed without approval of the Mayor. An employee whose vacation is canceled by the Department and who, thereby, suffers out-of-pocket financial loss, shall be made whole by the Employer and shall be given a later opportunity within the calendar year to take his vacation.

Section 8: Vacation entitlement may be used in conjunction with regularly scheduled days off, provided said days off are approved by the chief.

Section 9: If an employee with one or more years of service dies or retires prior to the completion of a credit year, he shall receive vacation pay pro-rated in accordance with the number of complete months worked in the credit year.

ARTICLE NO. X - HOLIDAYS

Section 1: The following holidays will be observed as paid holidays for employees covered in this Agreement:

<u>Observed Holidays</u>		
NEW YEAR'S DAY	EASTER SUNDAY	CHRISTMAS DAY
VETERANS DAY	LABOR DAY	THREE (3) PERSONAL DAYS
MEMORIAL DAY	FLAG DAY	
FOURTH OF JULY	THANKSGIVING DAY	

Section 2: Personal days shall be counted as hours worked for calculations of overtime.

Section 3: Personal days shall be granted only during the year in which the employee becomes entitled to it.

Section 4: Holiday assignments worked will be made in order of seniority, by rotation according to the seniority list posted.

Section 5: Holiday pay shall be paid to full-time employees in a lump sum the first pay each December. Part-time employees shall only be paid time and one half (1 ½) for the actual holidays worked. Part-time employees shall earn two (2) times their regular rate of pay for the following holidays: Thanksgiving, Christmas and Independence Day.

ARTICLE NO. XI - BEREAVEMENT LEAVE

In case of death in the immediate family, three (3) consecutive days with pay will be granted to each full-time employee. Immediate family is defined as mother, father, children, husband, wife,

brother, sister, step-parents, grandparents, grandchildren, step-children, mother-in-law and father-in-law. In the event of the death of a full-time employee's brother-in-law, sister-in-law, aunt, or uncle, the employee will be granted one (1) day off with pay. The rate of pay will consist of the employee's regular base salary rate per scheduled work day. The intent of the parties is to permit employees time off in the event of bereavement without loss of regular pay.

ARTICLE NO. XII - EDUCATION AND TRAINING

Section 1: Except for probationary employees, all full-time police officers of the Borough shall be entitled to have the Borough pay the cost of any mandated training programs and or schooling for police officers as required by Federal, State or County Legislation. Full-time police officers shall be paid their regular amount of pay while attending said programs and or schooling.

Section 2: The Borough shall pay for all State Mandated Training for part-time officers whose only Municipal police employment is with the Borough of Port Vue.

Section 3: Any hours of State Mandated Training paid for by the Employer shall be paid for at the part-time officer's regular hourly rate.

Section 4: Any part-time or full-time police officer who works for another Municipality(s), and which Municipality(s) has previously paid for State Mandated Training for such employee, shall not be entitled to any hours for Training by the Borough of Port Vue. For example, if the Borough of Liberty has previously paid for State Mandated Training for Borough of Port Vue Police Officers, such officers are not entitled to any Training allowance under this Section.

Section 5: Any police officer who works for another Municipality(s), and which Municipality(s) has not previously paid for said Training, shall only be entitled to hours for Training by the Borough based on a percentage of the pro-rata number of hours that such police officer works for the Borough of Port Vue and other Municipality(s). For example, if a police officer works five hundred ninety-nine (599) hours for the Borough of Port Vue in the preceding calendar year, the Borough of Port Vue will pay one half (1/2) of the training expense for such officer, with the other one half (1/2) of the training expense being the responsibility of the other Municipality(s) or the police officer himself or herself.

Section 6: Any police officer who fails to maintain a current certification to perform his duties as a police officer as required by Federal, State, or County Legislation or as required by the Regulations of the Commonwealth of Pennsylvania Municipal Police Officers Education and Training Commission shall be subject to disciplinary action if the officer doesn't make immediate arrangements for said training.

ARTICLE NO. XIII - JOB STEWARDS

Section 1: The Employer recognizes the right of the Union to designate Job Stewards and alternates. The authority of Job Stewards and alternates so designated by the Union, shall be limited and shall not exceed the following duties and activities:

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

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

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

Section 4: Job Stewards shall be permitted up to one (1) hour per week to investigate, present and process grievances on or off the property of the Employer. Should the investigation, presentation and processing take place during the Job Steward's non-working time, one (1) hour shall count as hours worked for the purpose of computing overtime.

ARTICLE NO. XIV - GRIEVANCE PROCEDURE

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

STEP ONE - Within five (5) workdays of the date a grievance arises, the employee shall discuss the grievance with the Mayor and Borough Manager or if unavailable the Chairperson of the Police Committee and the Borough Manager. If the grievance is not resolved to the mutual satisfaction of the parties, then the grievance may be appealed by the Union and/or the employee to the Borough Council within five (5) workdays following receipt of the written response of the person to whom the initial grievance was given in Step One.

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

STEP THREE - ARBITRATION - If the grievance has not been satisfactorily resolved at Step Two, the Union may appeal to arbitration within ten (10) days after a decision at Step two has been rendered by the Borough Council. A request for arbitration may be initiated by the Union serving upon the Mayor and Borough Manager notice in writing of an intent to proceed to arbitration. The notice shall identify the Agreement provisions in dispute, the issue(s) to be determined, and the employee or employees involved. Upon receipt of a notice requesting arbitration the parties shall attempt to select an arbitrator; if the parties cannot voluntarily agree upon the selection of an arbitrator, they shall notify the State Mediation and Conciliation Service of their desire to have that Service submit to the parties a panel of seven (7) arbitrators. Each party shall alternately strike until one (1) name remains. The Employer shall strike the first name at the initial grievance and thereafter the initial strike shall alternate between the Employer and the Union. The person remaining shall be the arbitrator.

- (1) The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision on the issue(s) presented and shall confine his decision solely to the application and interpretation of this Agreement.
- (2) The cost of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its own case.

Section 2: The grievance may be withdrawn by the Union or the aggrieved employee at any time, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any future grievance.

Section 3: Time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the Employer and the Union be binding and any grievance not timely processed thereafter, shall not be arbitrable. Weekends and holidays do not count.

Section 4: The arbitrator's decision shall be final and binding on all parties.

ARTICLE NO. XV - INSURANCE AND PENSION

Section 1: The Employer will provide false arrest insurance in the amount of \$1,000,000.00 covering each police officer which will protect those employees from potential civil liabilities for work performed by police officers on behalf of the Borough and where the police officers ,are acting within the scope of the duty.

Section 2: The Employer shall provide a life insurance benefit during employment of \$25,000.00 (having a double indemnity provision for accidental death and dismemberment). Employee gets to name the beneficiary

Section 3 – HEALTH INSURANCE: The Borough will provide full-time Bargaining Unit Members with health insurance coverage through UPMC EOP Option 5 Health Insurance Plan. The Employee contribution shall be paid as stated in the “*Employee Health Insurance Premium Contribution*” listed below. If the Borough needs to change heath care plans during the term of this Agreement due to an increase in cost in the premium of ten percent (10%) or more, the Borough retains the right to do so and will identify a health care plan that provides comparable

health care benefits. For purposes of this section, “comparable” shall not be defined to mean “identical”. The Borough agrees to provide sixty (60) days’ notice to the Union of its intent to change health care providers. Said plan shall cover children while attending college to age 26 and mentally handicapped children regardless of age. Bargaining Unit Members shall also be covered, at the Employer’s expense, for dental and vision coverage through the Employer-Teamsters Local 205 Welfare Fund. The Employer also will provide sick and accident insurance in the amount of three hundred dollars (\$300.00) weekly, for the duration of this Agreement.

The Employee shall pay the following as a contribution toward the cost of Health Insurance premiums:

<u>Employee Health Insurance Monthly Premium Contribution</u>	
2021	(3.00%) three percent of base wage
2022	(3.25%) three and one-quarter percent of base wage
2023	(3.50%) three and one-half percent of base wage
2024	(4.00%) four percent of base wage

Section 4 – PENSION: Full-time Bargaining Unit members shall receive a pension after reaching fifty (55) years of age and having completed twenty-five (25) years of service which will be one hundred percent (100%) vested at a regular base pay, including overtime and longevity based on the final thirty-six (36) months before retirement.

Section 5 - SPOUSAL BENEFIT: A benefit is payable to the employee’s spouse upon his death after reaching normal retirement eligibility. The benefit shall equal one hundred percent (100%) of the benefit the employee was receiving or was entitled to receive. This benefit is payable until the spouse remarries or death whichever occurs first.

Section 6 - VESTING: If the employee terminates his employment after twelve (12) years of service, he will be eligible to receive a monthly benefit commencing at his normal retirement date. This benefit will be based on his total compensation at termination.

Section 7 - PENSION SERVICE INCREMENTS: An employee who has greater than twenty (25) years of service with the Employer as a full time employee, shall be entitled to additional monthly pension increments of fifty dollars (\$50.00) per month for each additional year of service commencing with the completion of the twenty-five (25) years of service. The maximum additional monthly increment shall be Two Hundred Dollars (\$200.00) monthly regardless of the number of years said employee shall have been employed.

Section 8: The Employer shall provide to all bargaining unit employees an actuarial study which shall determine the amount of his accrued pension at normal retirement date, along with a vested pension study benefit at the current amount of years each employee has vested, to be supplied to each employee at the beginning of the contract at no expenses to the employee.

Section 9: All other Employer legislation concerning the Police Pension Plan shall be incorporated and made part of this Agreement.

Section 10: Social Security Offset /integration. A zero percent (0%) fraction of Social Security benefits is applied with relation to the benefits paid pursuant to the pension plan. There shall be no offset or reduction in pension benefits payable to the employee by virtue of the payment of Social Security Benefits.

Section 11: Pensions for full-time police officers shall be regulated in accordance with Act 600, 53PS Section 767 et seq., for as long as said act is applicable to the Borough police force. No part-time police officer shall be entitled to participation in any police pension plans.

Section 12: All full-time employees are to receive a paid-up life insurance policy in the amount of \$15,000.00 at the time of retirement or career ending injury.

Section 13 - TEAM LEGAL: The Borough shall provide and pay the full cost of the Criminal and Civil Defense Insurance for all employees working a minimum of one thousand (1,000) hours the previous year. The cost of said insurance is currently eighty-six dollars and eighty-eight cents (\$86.88) per officer, each year and shall not increase above ninety dollars (\$90.00) per officer, each year for the term of this Agreement.

ARTICLE NO. XVI- MISCELLANEOUS

Section 1: Two (2) boxes of ammunition per scheduled qualifying shall be supplied to each officer as well as appropriate shot gun ammunition and appropriate ammunition for any approved patrol rifle utilized by the Borough for practice to improve and maintain proficiency. Officers shall receive six (6) hours at their appropriate rate of pay for scheduled qualifying. The Employer shall also provide expenses for targets and instructor fees.

Section 2: Officers may take their meals at their place of personal preference within Employer jurisdiction when at all possible. In the event a place within Employer jurisdiction is not available, the officer may go to the next closest available place as long as it does not conflict with work duties.

Section 3: When attending court or magistrate's hearings, officers shall be permitted to use one of the police cruisers, if available, for transportation.

Section 4: An employee that fails to notify the Employer of his absence four (4) or more hours prior to his scheduled starting time for any shift shall be subject to discipline unless an emergency prevents such notification.

Section 5: Leaves of absence shall not be granted unless such individual leave is approved by the Employer and the Union.

Section 6: The Employer shall not make any verbal or written agreement with any member of the Committee that is contrary to any term of this Agreement.

Section 7: Any heading preceding the text of the several Articles contained in this Agreement is inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall the heading affect the meaning, construction or effect of the Article.

Section 8 - JURY DUTY: Any employee who has been called for jury duty shall be excused from work for each such day on which he serves or reports to serve and shall be compensated by the Employer at his regular base salary rate, however, the employee is excused from jury service before 11:00 a.m., shall report to work his regular scheduled shift, unless scheduled daylight. An employee receiving notice to report to jury shall immediately notify the Chief of Police. Jury Duty time shall count as time worked for the purpose of computing daily or weekly overtime.

Section 9 - SAFETY CLAUSE:

- A. The Employer shall issue all full-time officers a protective vest every five (5) years.
- B. All marked Police vehicles used in police duties shall be equipped with a front mounted shotgun or rifle, a protective screen separating the driver from the rear passenger seat, an operational flashlight and radio.
- C. Also, mutual aid agreements shall be made with surrounding police departments for best efforts.
- D. Arrangements shall be made by the Employer through their doctor for each officer to be given the Hepatitis B vaccination. Total cost to be paid for by the Employer. If a part-time officer works for multiple municipalities, each municipality shall share in the costs.
- E. The Borough shall provide part-time officers vest allowance equal to twenty-five percent (25%) of the cost up to a maximum of two hundred dollars (\$200.00) for any officer who has worked a minimum of seven hundred (700) hours the previous calendar year.

The remaining balance of the bullet proof vest may be paid through payroll deduction. The officer shall be required to wear the vest while on duty for the Borough. If the officer's employment terminates for any reason during a period of five (5) years, the officer shall reimburse the Borough's contribution toward the vest.

Section 10 - MILITARY LEAVE: Each Officer shall be entitled to Military Leave in accordance with the provisions of Pennsylvania and United States Law.

Section 11 – TRAUMATIC INCIDENT: If an officer is involved in an on duty traumatic incident (shooting, etc) and in the employer's discretion feels that it would be in the best interest of the officer to be temporarily relieved of duty, the officer shall be compensated at his regular hourly rate for all scheduled shifts for which he is removed.

Section 12: The Borough will revise the Social Media Policy so employees shall not appear in uniform or identify themselves as a Borough employee on any social media or utilize any Borough

equipment for personal use.

ARTICLE NO. XVII - POLICE OFFICER'S BILL OF RIGHTS

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

Section 2: When a citizen complaint is filed, it must be done in writing, signed and notarized by the complainant and filed no later than thirty (30) days from the alleged event.

Section 3: An internal investigation must take place concerning said complaint and all parties, whether subject or witness, must be part of such investigation.

Section 4: After said investigation, all information should be corroborated, and just cause must be found before charges are filed against any employee. The accused employee shall be notified orally, or in writing of the complaint and be forwarded a copy of said complaint within five (5) days upon completion of the initial investigation if the Employer is going to file charges or take disciplinary action.

Section 5: A police officer, whether subject or witness, must be informed of the nature of any questioning before the actual interrogation takes place.

Section 6: Upon any interrogation of a police officer where written statements, transcripts, or mechanical records are made, a Union representative must be present and a copy of the same must be given to the police officer without cost.

Section 7: At the request of any police officer, he shall have the right to review his personnel file.

Section 8: Unless agreed to by the parties, neither the police officer nor the Employer shall make public comments on the reason for any disciplinary action taken against any police officer.

ARTICLE NO. XVIII - LEGALITY

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

ARTICLE XIX - SEPARABILITY

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

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

ARTICLE NO XX - DISCHARGE OR SUSPENSION

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

Section 2: Except as to serious offenses and/or criminal activities, in respect to discharge or suspension, the Employer must give at least one (1) verbal and written warning notice of the specific complaint against such employee, and a copy of the same to the Union. The warning notice as herein provided shall not remain in effect for a period of more than twenty-four (24) months from the date of the occurrence upon which the complaint and warning notice are based. Request to purge file must be requested in writing by Employee and approved by council.

Section 3: Any employee discharged must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, within fifteen (15) days from the date of discharge.

Section 4: A discharged or suspended employee must advise his Local Union in writing, within five (5) working days after receiving notification of such action against him of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within ten (10) days from the date of discharge or suspension and/or return to his home terminal, whichever is later.

Section 5: Should it be proven that an injustice has been done to a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as the settlement of the case, then it may be referred to the grievance machinery as set forth in Article XIV, within ten (10) days after the above notice of appeal is given to the Employer.

ARTICLE NO. XXI - LIE DETECTOR CLAUSE

The Employer shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of detector test.

ARTICLE NO. XXII - DRIVE AUTHORIZATION AND DEDUCTION

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amount designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which

the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount of the deduction that 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.

ARTICLE NO. XXIII - SUBCONTRACTING

For the purpose of preserving work and job opportunities for the Officers covered by this Agreement, the Employer agrees that no work or services of the kind, nature or type covered by, presently performed, or hereafter assigned to the Police Officers working under this contract will be subcontracted, transferred, leased or conveyed in whole or in part to any other entity or non unit employees, unless otherwise provided in this Agreement.

All Police work in the Borough shall be done by the Police working under this Agreement, or by Police from other communities that are responding to a situation in the Borough as the result of a mutual aid pact.

When an outside contractor requests the assignment of a Port Vue Borough Police Officer for the purpose of traffic and/or security on a temporary basis within the Borough limits, the Borough shall negotiate a rate that covers all Borough expenses and administrative fees. This rate shall meet or exceed the Full-Time officers' overtime rate of pay. For example, if the negotiated standard rate of pay is forty-two dollars (\$42.00) per hour and the Borough's out-of-pocket expenses, administrative costs and full-time officer's overtime rate are equal to thirty-eight dollars (\$38.00) per hour, the assigned officer shall be compensated the additional earnings.

ARTICLE NO. XXIV - DURATION

Pursuant to the requirements of Act 111 of 1968, this Agreement shall be binding upon the parties hereto, their successors and Signs, from January 1, 2021, to and including December 31, 2024, and thereafter from year to year except that either party may notify the other by certified mail on or before July 1st of its desire to modify or terminate this Agreement.

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

TEAMSTERS LOCAL UNION NO. 205

BOROUGH OF PORT VUE

Carl A. Bailey, Secretary-Treasurer

Date

Date

**PORT VUE BOROUGH
POLICY WITH REGARD TO ALCOHOL AND DRUG TESTING
FOR ALL BOROUGH EMPLOYEES**

A. PURPOSE: To create a policy in Port Vue Borough with regard to drug and alcohol testing for all Port Vue Borough Employees.

- a. Port Vue Borough believes that most substance abuse problems can be prevented or rehabilitated, and encourages all employees with such problems to seek counseling.
- b. The manufacture, distribution, dispensing, possession, or use of illegal drugs or alcohol is prohibited in the Borough's workplace.
- c. Illegal drug use, whether on or off the job, may adversely affect an employee's job performance; jeopardize the safety of other employees, and the general public. As such, it is just cause for disciplinary action up to and including termination of employment.

B. PARAMETERS FOR DRUG TESTING: Drug tests are conducted using only urine specimens. The urine specimen is analyzed for the following drugs and metabolites:

- Marijuana
- Cocaine
- Opiates
- Amphetamines
- Phencyclidine (PCP)
- Synthetic Opiates
 - Oxycodone
 - Oxycontin
 - Percocet
 - Hydrocodone/vicodin
 - Hydromorphone

C. FREQUENCY OF PERFORMING DRUG AND ALCOHOL TESTS:

1) PRE-EMPLOYMENT: Drug and alcohol testing applies to applicants and current employees of the Borough. If an employee has been unavailable for random testing for 30 calendar days or longer (due to an extended absence), a pre-employment test is required before he/she can return to their duties. If an applicant fails their pre-employment testing, he/she may be denied employment. If an applicant fails their pre-employment testing, that individual may re-apply for employment at the Borough one (1) year after their failed pre-employment test.

2) RANDOM: All employees of Port Vue Borough shall be subject to random drug and alcohol testing. All random drug and alcohol testing procedures will be determined by the

Drug Testing Facility utilized by the Borough. An employee will be notified when they are selected for random testing by the Borough Manager and will be provided with instructions on where to report for testing and at what date/time. Each employee shall be escorted to the testing site by a supervisor; and each employee is required to follow all instructions given at the site.

- a. Every employee has an equal chance to be tested every time, without regard to whether or not the individual employee has or has not been previously tested.

3) REASONABLE SUSPICION: Reasonable suspicion drug and alcohol testing is required whenever a supervisor observes that an employee may be unfit for his/her duty. The supervisor will use his/her observation of the employee's current appearance, behavior, speech, and/or body odor in order to decide if a reasonable suspicion test must be conducted.

- a. Reasonable suspicion testing will be performed only if the required observations are made while on Borough property, or while the employee is actively engaged in Borough business, or during the period of the workday, or if the employee is on Borough property and ready to perform or immediately available to perform work.

4) POST ACCIDENT: If an employee operating a Borough owned vehicle or using his/her own personal vehicle for Borough business is in an on-duty motor vehicle accident, post-accident testing is required in three specific circumstances:

- 1) The accident involves a fatality (regardless of who the fatality is), or
- 2) Bodily injury requiring immediate medical treatment or first-aid; or
- 3) Approximate damage is valued at greater than \$1,000 when viewed immediately after the incident.

The post-accident drug test must be done within thirty two (32) hours of the accident. The Borough employee must remain available for testing for the entire 32-hour period or until the employee is tested, whichever comes first. The employee shall also be required to be tested for alcohol as soon as possible after the accident, preferably within two (2) hours of the time of the accident, but in no event later than eight (8) hours after the accident.

The Borough employee is also required to inform his/her supervisor of the accident immediately, and failure to do so may result in disciplinary action taken by the Borough.

5) RETURN TO DUTY: Return-to-duty tests are only conducted after an employee has tested positive (which includes refusals to test and engaging in prohibited conduct), or has self-disclosed drug or alcohol use. Return-to-duty tests are not conducted until the employee has been cleared by the Borough- approved Employee Assistance Program.

The employee will be tested for both drugs and alcohol. Urine specimen collections for return-to-duty drug tests are observed collections; a same gender employee of the collection site will conduct the observation.

The return to duty process is as follows:

1. Before returning to duty, the employee must visit a Borough-approved Substance Abuse Professional to determine what assistance the employee needs regarding drugs and/or alcohol;
2. Once the Substance Abuse Professional states that employee is ready to return to duty, the return to duty test shall be conducted. The employee must have a negative drug and/or alcohol test in order to return to duty with the Borough.
3. If follow-up testing is necessary, the Substance Abuse Professional will report the same to the Borough as the employee's "follow-up testing plan."

Employee will not be subject to termination of employment based on a first-time positive drug or alcohol test. Employee may be subject to discipline based on a first-time positive drug or alcohol test, whether the test is conducted randomly, post-accident or based on suspicion. Employee shall be subject to termination of employment with the Borough based on a subsequent positive drug or alcohol test, administered for any purpose.

6) FOLLOW-UP TESTS: Follow-up tests are only conducted after an employee has tested positive (which includes refusals to test and engaging in prohibited conduct).

Once the employee returns to his/her job duties, he or she will be subject to follow-up drug tests, and the follow-up testing may continue for up to five (5) years. The number, type and frequency of the follow-up tests are at the discretion of the Substance Abuse Professional (SAP) who evaluated the employee after the initial positive test. The employee is not permitted to know the contents of the follow-up testing schedule. Urine specimen collections for follow-up drug tests are observed collections; a same gender employee of the collection site will conduct the observation.

7) NEGATIVE DILUTE RETESTING: After an individual receives a result of "negative-dilute" from their testing, the Borough may request that that employee undergo re-testing by providing another urine specimen.

C. TIME LOST FROM THE WORKPLACE

1. Time lost from the workplace during any period of absence which resulted from a positive drug or alcohol test, including any absence for purposes of evaluation, rehabilitation, and all follow-up testing shall be accounted for as follows:

- a. To the extent that the Employee's accumulated balance of unused sick leave will permit, all time lost will be charged as a sick leave absence with pay;
- b. After the Employee's accumulated balance of unused sick leave has been exhausted, time lost will be charged against the Employee's unused vacation time; and
- c. After the Employee's accumulated balance of unused sick leave and vacation time have been exhausted, time lost from the workplace shall be charged as an authorized leave of absence without pay.
- d. Time lost from the workplace during any period of absence resulting from a positive drug or alcohol test, including any absence for purposes of evaluation, rehabilitation, and all follow-up testing shall be limited to a reasonable period of time which shall in no event exceed sixty (60) calendar days in duration.

D. CONFIDENTIALITY

1. All information concerning an employee undergoing treatment shall be strictly confidential in accordance with applicable laws.
2. All records related to an employee's use of an Employee Assistance Program or use of mental health benefits will be maintained with the strictest confidentiality in accordance with the medical, legal, and ethical standards.

E. RESPONSIBILITIES OF TESTING FACILITY

1. The drug and alcohol testing facility used by the Borough provides evaluations of employees and applicants for employment to determine their ability to perform the essential functions of a position. The chosen facility is responsible for the collection of the specimen for drug testing during normal work hours.
2. The facility chosen will maintain an active roster of all Port Vue Borough employees and randomly select employees for random testing. All urine specimens will be sent to a drug analysis laboratory to be tested.
3. An individual designated by the chosen facility will review the positive results of all drug tests in conjunction with the employee's medical disclosure to determine if the results are "true positives" for controlled substances. The facility chosen will maintain confidential records and report test results to the Borough Manager or the Borough Police Chief.
4. In the course of medical evaluations of employees, the drug testing facility may identify an employee with a substance abuse problem, and determine that the employee is not fit for duty. The facility will notify Borough council that the applicant or employee is not fit for duty.

5. If the trained medical professional (“Medical Review Officer” or “MRO”) determines that an employee is unfit for duty, the employee may be sent home and put on a paid leave status, if the employee has accrued leave time, pending the determination of appropriate action.

F. REVIEW OF RESULTS OF RANDOM DRUG TESTS:

1. Negative Results:

- a. The testing facility will inform Borough council immediately upon receipt of knowledge of an employee’s negative test results.
- b. The employee will then be returned to full duty status and all references to this issue will be expunged from the employee’s personnel file.

2. Positive Results:

- a. The testing facility, including the Medical Review Officer (“MRO”), will examine all positive confirmed test results to determine if there is an alternative medical explanation for the positive test result. Before making a final decision as to whether a positive test is valid, the facility will provide the employee with the opportunity to discuss the test result. If the testing facility determines there is a legitimate medical explanation for the positive test result, the testing facility will inform the Borough of same. All true positive results will be reported directly to the Borough Manager or the Borough Police Chief.
- b. After receiving written notification of a positive test result, the employee has 72 hours to request a second test. The employee will be advised of his/her right to challenge the test results. The employee will be required to pay for the second test.

G. VOLUNTARY REQUESTS FOR ASSISTANCE FOR SUBSTANCE ABUSE PROBLEMS

The Borough of Port Vue encourages employees with substance abuse problems to obtain assistance and appropriate treatment to help resolve these problems. All records related to the employee’s use of an employee assistance program will be maintained with the strictest confidentiality in accordance with medical, legal and ethical standards. An employee who recognizes that a substance problem is causing distress in his/her life, and/or impacting his/her job performance, should call the Employee Assistance office or a health provider.

1. An employee who self-refers shall be referred to a substance abuse professional for evaluation.
2. An employee subject to probationary or post-accident testing may not make a self- referral.

3. An employee who voluntarily identifies him/herself as requiring assistance in dealing with an alcohol or drug problem after providing the results of a urine test sample shall not be considered a self-referral.
4. Employees who comply with this policy will not be penalized for voluntarily seeking treatment.

H. DISCIPLINE

1. An employee found in violation of this policy, or found to have engaged in criminal drug conduct in the workplace, may be subject to appropriate discipline for just cause. In nondischarge cases, the Borough may require, as a condition of employment, participation in a treatment or counseling program for drug or alcohol abuse.
2. The Borough's policy in the event that an Employee violates the provisions of this Agreement includes discipline that the Borough deems fit, up to and including discharge if deemed necessary.
3. 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 test. If the test reveals that the employee has an alcohol level greater than 0.04, or has illegal drugs in his/her system, the employee will be subject to disciplinary action up to and including termination of employment. An employee with an alcohol level of 0.02 to 0.039 will not be permitted to perform safety-sensitive functions for twenty-four (24) hours. There will be a loss of pay during that twenty-four (24) hour period.
4. The Borough of Port Vue is an equal opportunity employer. The Borough will not discriminate and will take affirmative action measures to ensure against discrimination in employment, advertisements for employment, compensation, termination, promotions, and other conditions of employment against any employee or job applicant on the bases of race, color, gender, national origin, age, religion, creed, disability, veteran's status, sexual orientation, gender identity or gender expression.

I. ALCOHOL POLICY:

1. Employees of Port Vue Borough are prohibited from consuming alcohol of any kind and in any amount while that employee is on-duty.
2. Employees of Port Vue Borough shall be prohibited from consuming alcohol of any kind and in any amount within four (4) hours prior to the beginning of that employee's shift.
3. The same testing procedures as included herein in section B "Frequency of Testing" shall apply to alcohol testing, including Pre-Employment, Random, Reasonable Suspicion, Post-Accident, Return to Duty, and Follow-Up Testing.

4. Regarding alcohol testing, a test result of 0.02 AC or greater shall be deemed a positive test result.

J. COSTS OF TESTING

1. The Borough shall be solely responsible for the payment of all costs related to testing and laboratory analysis relating to pre-employment and random drug testing and/or alcohol testing. The Borough shall also be solely responsible for the payment of all costs related to post-accident and suspicious drug and/or alcohol testing where all of the Employee's test results are negative.
2. It shall be the Employee's financial responsibility to pay for 100% of the cost of a re-test in the event of the Borough's receipt of a verified test result of positive or in the event of a refusal to test due to adulteration or substitution. The Employee may seek a re-test at his/her expense at another HHS certified laboratory.
3. If the Substance Abuse Professional is not covered by insurance, the cost of the evaluations of the Substance Abuse Professional shall be the responsibility of the Employee.
4. The Employee shall also bear 100% of the following costs:
 - a. Rehabilitation Costs;
 - b. Return-to-Duty testing;\
 - c. Follow-up Testing.

K. EMPLOYEE'S MEDICALLY PRESCRIBED TREATMENTS

All Port Vue Borough employees 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.

Acknowledgment of Receipt of Drug and Alcohol Testing Policy

I, _____, Employee of the Borough of Port Vue, acknowledge that on the date indicated herein, I have received a copy of the Borough of Port Vue Policy for Borough Employees with Regard to Alcohol and Drug Testing.

Date

Printed Name of Employee

Signature of Employee

APPENDIX I
SUBSTANCE ABUSE AGREEMENT

Borough of Port Vue

Because I have been involved in an on-the-job incident related to drug and/or alcohol abuse and I have tested positive for substance abuse the following are conditions of my continued employment with the Borough of Port Vue:

1. I will satisfactorily complete rehabilitation and treatment as determined by the Borough.
2. I must successfully complete an appropriate course of testing established by the Borough of Port Vue, prior to returning to work.
3. I understand that the Borough, through use of its contracted training facility retains the right to institute follow-up testing at its discretion. If I test positive, I may be subject to disciplinary action up to and including discharge.
4. I understand that any further substance abuse incident, either on or off the job, which affects my ability to perform my job safely and effectively may lead to disciplinary action up to and including discharge.

I HAVE CAREFULLY READ AND I UNDERSTAND ALL THE TERMS OF THIS AGREEMENT AND I VOLUNTARILY ACCEPT ALL OF ITS PROVISIONS.

Consenting Employee Signature

Date

Borough of Port Vue Witness

Date

CONSENT FORM

Substance Abuse Testing BOROUGH OF PORT VUE

I, _____
Name Title

Consent to a Urinalysis and/or Toxic Screen as deemed necessary by my supervisor. I further authorize the Borough's contracted testing facility to release the results of these tests to my supervisor in the Borough, as well as to the Borough Manager and Borough Police Chief as necessary. I have disclosed any recent prescriptions and/or "over the counter" drug use for medical reasons prior to this testing. Upon request, I will promptly provide any necessary documentation to my supervisor. I understand that all records regarding this test will be held in confidential files and will not be made available to anyone other than my supervisor, the Borough Manager, the Borough Police Chief, or Borough Council without my express consent.

Employee Signature Date

Testing Facility Witness Date

Testing Facility Witness Date

**NOTE: REFUSAL TO COOPERATE IN A DRUG TEST WILL RESULT IN A POSITIVE
TEST RESULT.**