

Agreement by and Between

The Borough of Whitaker

and

Teamsters Local Union No. 205

Representing the Police Department Employees

January 1, 2020 – December 31, 2022

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AGREEMENT

THIS AGREEMENT, made pursuant to the Collective Bargaining By Policemen or Fireman Act, Act No. 111, June 24, 1968, hereinafter referred to as Act 111, is effective as of the **1st** day of **JANUARY**, 2020, by and between Whitaker Borough, Allegheny County, Pennsylvania, hereinafter referred to as the "Borough," or the "Employer," and Service Personnel and Employees of the Dairy Industry Teamsters Local Union No. 205, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

WITNESSETH:

ARTICLE NO. 1 - DEFINITIONS

A. All words used in this Agreement shall carry their ordinary and customary meanings as provided in the most recent edition of Webster's Collegiate Dictionary, except where specifically defined herein. Words used in the present or past tense include the future tense. Words in the masculine gender shall include the feminine gender. The singular includes the plural, and the plural includes the singular. Words used in the masculine gender include the feminine.

B. For the purposes of this Agreement, the following words shall have the meaning set forth below:

"Calendar year" – "The period of time from January 1st through December 31st."

"Employee" - An individual employed by the Borough in the unit defined in Article No. 2 of this Agreement.

"Pay period" – A bi-weekly period consisting of fourteen (14) calendar days established by the Borough for the determination of hours worked by each employee and the calculation of employee pay based upon the applicable rates of pay set forth in this Agreement.

"Police Officer" - An individual employed by the Borough in the unit defined in Article No. 2 of this Agreement.

ARTICLE NO. 2 - RECOGNITION

Pursuant to PF-R-95-191-W, the Borough recognizes the Union as the exclusive collective bargaining representative for the unit of Employees included in the bargaining unit. The unit shall include all full-time and regular part-time Police Officers, including but not limited to lieutenant, sergeant and patrolmen; and shall exclude the Chief of Police and any other management level employees.

ARTICLE NO. 3 - INTENT AND PURPOSE

It is the intent and purpose of the parties hereto to set forth the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed by the parties.

ARTICLE NO. 4 - MANAGEMENT RIGHTS

The management, direction and control the Whitaker 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, past practices, and the Police Tenure Act.

ARTICLE NO. 5 - PROBATIONARY EMPLOYEES

- A. Probationary Period - All newly hired Employees covered by this Agreement shall be probationary employees commencing from the date of employment and continuing until the end of the applicable probationary period. If a probationary employee does not have prior police experience, the probationary employee must complete a probationary period of Five Hundred Twenty (520) hours. For purposes of this paragraph, "prior police experience" shall mean two or more years of employment with verification of three hundred and twenty (320) days worked as a regular or part-time police officer with another municipality, a school district, a deputy sheriff, or a municipal authority authorized to have a police force.
- B. Rights of Probationary Employee - During the probationary period, a probationary employee may be summarily suspended or discharged by the Borough. During the probationary period, a probationary employee shall not have a right to holiday pay, uniform allowance, bereavement leave or any other ancillary benefits of this Agreement with the exception of the Rates of Pay specified in Article No. 7 of this Agreement. If a probationary employee is retained beyond the probationary period, the probationary employee's seniority shall date back to the date of employment and be classified as a regular Employee. If a probationary employee is terminated and subsequently rehired, the date of rehiring shall be the date from which seniority is computed, after the completion of the probationary period; however, this shall not be used as a subterfuge for the purpose of depriving regular employees of their work.

ARTICLE NO. 6 - HOURS OF WORK, OVERTIME AND SCHEDULING

A. Uninterrupted Operation and Continuous Service

1. The Union and the Police Officers/Employees recognize that it is absolutely necessary for the Borough to provide police services on a twenty-four (24) hour/seven (7) day a week basis and that the Borough's police services must be properly manned for all shifts to ensure public safety.
2. The Union and the Police Officers/Employees accept the responsibility of ensuring that every Police Officer/Employee exerts every effort to assure that all shifts are properly manned at all times.

B. Work Week and Hours of Work

1. The work week shall be the period beginning at 12:01 a.m., Sunday until 12 midnight on the Saturday following. The work day shall be defined as twenty-four (24) consecutive hours commencing with the Police Officer/Employee's shift starting hour. The daily hours of work shall consist of eight (8) consecutive hours of work during a twenty-four (24) hour period, except for such rest or lunch period as may be provided in accordance with practices now prevailing. All officers who are scheduled to work during a pay period shall work a minimum of twenty-four (24) hours (three (3) shifts) during a pay period. Of the minimum of twenty-four (24) hours, no more than sixteen (16) hours shall be worked consecutively.
2. The starting time on daily or weekly work schedules shall be determined by the Borough and may be changed by the Borough from time to time to meet the needs of the Borough and public protection and safety, provided that the Police Officer/Employees affected shall be given at least forty-eight (48) hours notice of a change in starting time prior to the change. The notice of change need not be given when there are emergencies, instances of public disaster, or other exigent circumstances.

C. Overtime

1. Police Officers/ Employees shall be paid at one and one-half (1-½) times the regular rate of pay for hours worked in excess of forty (40) straight time hours per week. Time and one-half (1-½) shall be paid for each hour worked in excess of eight (8) hours in any one day commencing with the Police Officer/Employee's shift starting hour. Overtime, however, shall not be pyramided.

2. If a Police Officer/Employee works in excess of eight (8) hours in any one (1) day at the Police Officer/ Employee's request or to accommodate the preference of the Police Officer/Employee, such Police Officer/Employee shall not be entitled to overtime pay for these hours.
3. Overtime pay shall be paid on the regular pay day for the period in which the overtime is worked.
4. When the need for non-emergency overtime arises, the Employer shall assign overtime from a list of qualified Police Officers/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 Police Officers/Employees overtime work opportunities as the need arises. Once a Police Officer/Employee is offered overtime, he shall not be offered another overtime assignment until all Police Officers/Employees on said list have been afforded the opportunity to work overtime. Any Police Officer/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. A Police Officer/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 Police Officer/Employee. The Borough's Chief of Police or his designee shall be responsible for maintaining said overtime list and shall indicate the Police Officers/Employees eligible for overtime assignments.
5. When a situation occurs that imposes a threat to the public's health, safety or welfare, it is agreed that any Police Officer/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.
6. All Employees shall be required to work overtime in event of an emergency that necessitates the working of such overtime.

D. Scheduling

1. The Borough, through its authorized representative, shall schedule all Police Officers/Employees to work, subject to the limitations set forth in Subparagraph 6 herein. Scheduling of work may be done by the Borough on a monthly basis.
2. The Borough, through its authorized representative, shall begin the process of creating the schedule of work by conspicuously posting a notice that the selection of shifts in the manner described in Subparagraph 5 below shall begin on a date and time certain as set forth in the notice ("the Scheduling Date"). The notice of the Scheduling Date also may

include a sign up page or pick sheet to be posted and filled out by each Employee setting forth the Employee's desired shifts. Following completion of the schedule, the Borough shall post Police Officer/Employee schedules at appropriate locations within the police station and/or such other places as it deems convenient to inform its Police Officers/Employees of their work schedules. The Borough will use its best efforts to post the work schedules at least one (1) week in advance of its beginning date, and shall do so at least forty-eight (48) hours in advance of the beginning date unless otherwise prevented from doing so due to emergencies, instances of public disaster, or other exigent circumstances.

3. No Police Officer/Employee shall be guaranteed any number of hours per day, days per week, or days or weeks per year.
4. All officers who are scheduled to work shall work the shifts selected during a work week. No more than sixteen (16) hours shall be worked consecutively.
5.
 - (i) Scheduling of hours of work shall be done on the basis of seniority. At the time of scheduling, each Employee starting with the Employee with the most seniority within the Department and working in descending order down to the Employee with the least seniority shall select up to four (4) eight (8) hour shifts within each work week. If two or more employees select the same eight (8) hour shift, then the Employee with more seniority within the Department will receive that shift to work. The Employee with less seniority who is bumped from working a specific eight (8) hour shift due to a conflict with the scheduling choice of a more senior employee shall be afforded the opportunity to select a different eight (8) hour shift. If that Employee subsequently selects the same eight (8) hour shift that was previously selected by another Employee, then the Employee with the more seniority within the Department will receive that shift to work.
 - (ii) Employees shall select their desired shifts no later than twenty-four (24) hours of the beginning of the Scheduling Date described in Subparagraph 2 above. If an Employee fails to schedule up to four (4) shifts during a work week within the desired time period, the Employee shall lose the opportunity to schedule and instead the opportunity to schedule up to four (4) shifts during a work week shall move to the next Employee in seniority.
 - (iii) In the event that a particular shift or shifts are not filled by following the process described in (i) and (ii) above, then the Borough shall fill the remaining shifts on the basis of seniority starting with the Employee with the most seniority and working in descending order down to the Employee with the least seniority until all shifts are scheduled.

- (iv) If all shifts are scheduled by following the process described in (i) through (iii) above, then the schedule shall be complete and no other officers will be scheduled for that pay period except in cases of emergency or other extenuating circumstances.
- 6. A Police Officer/Employee who is "called out" for work shall be provided with a minimum of three (3) hours of work. If no work is available, then the Police Officer/Employee shall be credited with a three (3) hours of work at the applicable regular wage rate. As used in this subparagraph the term "Called out" shall be defined as the un-canceled direction to report for work and the actual reporting at work in response to said direction.

E. Call-Off Requirements and Procedures

- 1. To prevent scheduling disruptions and overtime and to achieve the objectives set forth in Paragraph A of this Article, any Employee who cannot work his/her scheduled shift shall personally call his/her immediate supervisor and 911 Dispatch to report his/her unavailability to work.
- 2. The Employee must report his/her unavailability to work his/her scheduled shift at least eight (8) hours prior to the commencement of the scheduled shift.
- 3. At the time of reporting his/her unavailability to work his/her scheduled shift, the Employee must provide a reason for his/her unavailability to work ("call-off"). A call-off from a previously scheduled shift shall only be considered to be for a valid reason and allowed under the following circumstances: Employee's illness, injury or disability or a genuine personal emergency involving the Employee or a member of the Employee's family-spouse, parent, or child. A conflict between the Employee's previously scheduled shift and the Employee's other employment shall not be considered to be a valid reason for the Employee's unavailability to work his/her scheduled shift.
- 4. If an Employee calls-off three (3) consecutive shifts citing illness, injury or disability, the Employee must provide to the Borough a written excuse from the Employee's physician setting forth the specific illness, injury or disability causing the Employee's call-offs and contact information to enable the Borough to verify the accuracy of the information contained in the written excuse.
- 5. Failure to adhere to either the foregoing call-off requirements or the attending call-off procedures or a call-off from a previously scheduled shift for a reason that is not a valid reason as set forth above shall constitute grounds for disciplinary action against the offending Employee, including but not limited to termination of employment.

ARTICLE NO. 7 - RATES OF PAY

- A. Sergeant and Police Officer - The rates of pay for the positions of Sergeant and Police Officer during each year of the term of this Agreement shall be as follows:

<u>Position</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Sergeant	\$ 15.80	\$ 16.30	\$ 16.80
Police Officer	\$ 15.70	\$ 16.20	\$ 16.70

- B. Probationary Employee - The rates of pay for a probationary employee during each year of the term of this Agreement shall be as follows:

1. If probationary employee does not have prior police experience as that term is defined in Paragraph A of Article 5, then the probationary employee shall be paid at the rate of \$12.00/hour during the probationary period.
2. If the probationary employee has prior police experience as that term is defined in Paragraph A of Article 5, the probationary employee shall be paid at the rate of \$14.00/hour.

- C. Minimum Wage Increases - If the Federal Minimum Wage rate should increase during the term of this Agreement, then the probationary rate shall also increase. The probationary employee rate shall always be \$0.20 greater than the minimum wage rate; the Police Officer shall always receive \$0.20 per hour greater than the probationary employee; and the Sergeant shall always receive \$0.10 per hour greater than the Police Officer.

- D. Additional Job Categories - If any additional categories are added, the Borough shall immediately meet with the Union to negotiate the rates of pay and the terms and conditions of employment.

ARTICLE NO. 8 - HOLIDAYS

- A. Recognized Holidays - The following days, if they are actually worked by an Employee, shall be considered Holidays:

New Year's Eve	Independence Day (4 th of July)	Christmas Eve
New Year's Day	Labor Day	Christmas Day
Easter Sunday	Veteran's Day	
Memorial Day	Thanksgiving Day	

Officers will be compensated for the actual day, not the observed day.

- B. Holiday Rates of Pay - An Employee who actually works on Independence Day (Fourth of July), Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve or New Year's Day shall be paid at the rate of two and one-half (2½) times the regular rate of pay. An Employee who actually works on the other remaining holidays listed in Paragraph A above will be paid at the rate of one and one-half (1½) times the regular rate of pay.

ARTICLE NO. 9 - UNIFORM ALLOWANCE

- A. Eligibility for Allowance - The Borough shall pay a uniform allowance to each Employee who has worked a minimum of Seven Hundred-Twenty (720) hours in the preceding calendar year.
- B. Payment of Allowance - The Borough shall pay the uniform allowance to each Employee meeting the eligibility requirement in Paragraph A above and shall be available upon request beginning February 1st of each calendar year. Officers requiring uniform items shall request a purchase order for the items to be purchased, or may purchase items and submit receipts to the Borough for reimbursement. Unused purchase orders will expire thirty (30) days after issuance, at which time the officer will be required to submit an updated request. Unused purchase orders will also expire upon resignation of the officer. Any officer who utilizes their uniform allowance and resigns before the end of the year shall be required to reimburse the Borough on a prorated basis.
- C. Use of Allowance - An Employee shall use this allowance only for the purchase of police related items.
- D. Amount of the Allowance - The amount of the uniform allowance to be paid by the Borough during each year of the term of this Agreement shall be as follows:

2020 - \$375.00

2021 - \$375.00

2022 - \$375.00

ARTICLE NO. 10 - JURY DUTY LEAVES

Whenever an Employee is required to be on Jury Duty, he shall receive, on a daily basis, the difference between his compensation as a juror and what the Employee would have received had the Employee been on the job. The purpose of this Article is to enable the Employee to meet civic responsibility without suffering a monetary loss.

ARTICLE NO. 11 - MILITARY SERVICE

Employees who enter the Armed Services of the United States, or who have left or who subsequent to the date hereof leave their position for the purpose of being inducted into, enlisting in, determining their physical fitness to enter or to perform training duty in said Armed Forces, shall be reinstated in accordance with the applicable Federal statutes.

ARTICLE NO. 12 - SENIORITY

A. Determination of Seniority; Keeping of Seniority List

1. Seniority shall be based on the length of years of continuous service that an Employee has as a police officer with the Employer. The parties recognize the principle of seniority as applicable to layoffs, recalls after layoffs, promotional opportunities, and for resolving conflicts in other benefits provided for under this Agreement when all other relevant factors are equal. Seniority shall, however, apply only as expressly provided for in this Agreement.
2. The Borough shall maintain a seniority list of all Employees starting from the earliest employee hired to the last employee hired and shall update the list continuously. The Union shall have a right to inspect the seniority list during regular business hours of the Borough.

B. Accumulation of Seniority - Employees who are laid off because of lack of work or who are absent because of disability or an approved leave of absence, shall retain and accumulate service during such absence for a period not to exceed three (3) years.

C. Leaves of Absence - If an Employee is going to be absent or unavailable for work for a period of more than fourteen (14) calendar days for reasons of illness, disability, genuine personal emergency of the Employee or his immediate family, or as otherwise required by law, an Employee may be granted a leave of absence. Leaves of absence in excess of fourteen (14) days must be applied for and approved in writing by the Borough. Unless otherwise authorized by the Borough, all leaves of absence shall be without pay.

D. Loss of Seniority

1. An Employee shall lose his seniority if there is a break in the Employee's period of continuous service.
2. An Employee's continuous service shall be broken by:
 - (i) A voluntary quit or resignation;
 - (ii) Discharge for cause or discharge during or after the required probationary period;
 - (iii) Absence due to layoff or physical disability due to pregnancy for a period longer not to exceed three (3) years or absence for a period longer than not to exceed three (3) years in the case where an Employee is absent due to an on-the-job injury for which the Employee is receiving workers' compensation benefits;

- (iv) Failure to report within five (5) days after recall from layoff;
- (v) Engaging in other employment while on an approved leave of absence; or
- (vi) Failure to work a minimum of twenty-four (24) hours (three shifts) during a pay period when scheduled to work unless the Employee is on authorized leave of absence or is on a previously scheduled vacation and has provided notice to the Employer of such vacation. Such failure to work a minimum of twenty-four (24) hours (three shifts) during a pay period when scheduled to work shall be treated as a voluntary without notification resignation.

ARTICLE NO. 13 - GRIEVANCES

A. Use of Grievance Procedure - In the event that any differences arise between the Borough and the Union or its members as to the meaning and application of this Agreement, there shall be no suspension of work and the Union will not cause or permit its members to take part in a slowing down of work, but an earnest effort shall be made to settle such difference in accordance with the procedures set forth in this Article.

B. Grievance Procedure Definitions

"Grievance" - An alleged breach or violation of this Agreement or a dispute arising out of the interpretation or application of the provisions of this Agreement.

"Grievant"- Any employee or group of employees claiming the alleged breach or violation of this Agreement or claiming a dispute has arisen out of the interpretation or application of the provisions of this Agreement.

"Police Committee"- A committee of the Borough Council consisting of as many members as Council may designate.

"Work day"- Any day that is not a Saturday, Sunday or Legal Holiday.

C. Scope of Grievance Procedure

1. Any matter not specifically covered by a provision of this Agreement, as well as any matter reserved to the discretion of the Employer by the statutes, legal precedents and regulations of the Commonwealth of Pennsylvania, and/or by the terms of this Agreement is not a grievance and will not be construed as a grievance.
2. An election by the Grievant to utilize the grievance procedure will preclude such issue from being raised in any other manner or proceeding.

D. Procedural Steps for Grievance Processing

1. Step One – Immediate Supervisors – Chief of Police and Mayor

- (i) Any Grievant shall first notify his/her immediate supervisor of an alleged grievance in writing within five (5) business days of the date an alleged grievance arises. The employee and the Union Steward shall discuss the grievance with the Chief of Police and Mayor. The Chief of Police and/or Mayor shall provide a written response to the alleged grievance no later than five (5) business days after the initial meeting of Step One.
- (ii) The Grievant may attempt to resolve the alleged grievance informally, either directly or through the Union's designated representative. Nothing herein shall restrict the rights of any person which are provided in applicable Pennsylvania law.
- (iii) 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 within five (5) business days following the receipt of the written response of the Chief of Police and/or Mayor.

2. Step Two – Police Committee

- (i) If they allege grievance is not satisfactorily resolved at Step One, the Union may submit the alleged grievance in writing to the Employer's Police Committee and Borough Secretary within five (5) business days after the decision at Step One.
- (ii) The Police Committee or a designee of the Police Committee will meet with the Union within ten (10) business days of the submission at Step Two and attempt to resolve the Grievance. The Police Committee will consider the merits of the alleged grievance and render a written decision within ten (10) business days of the Step Two meeting if one is held, if there is no such meeting, within fifteen (15) business days of the submission of the alleged Grievance at Step Two.

3. Step Three – Arbitration

- (i) If the Union is not satisfied with the decision at Step Two, it may, within seven (7) work days after a decision at Step Two serve written notice upon the Employer that it intends to submit the alleged Grievance to arbitration.
- (ii) If either party requests that a dispute be submitted to arbitration, the parties shall first attempt to mutually agree upon an impartial arbitrator. If the parties are

unable to so mutually agree within five (5) days after request for arbitration is received, then the Employer and the Union shall request the Bureau of Mediation of the Commonwealth of Pennsylvania to submit the names of seven (7) suggested arbitrators. Each party shall alternatively strike a name until one name remains. The Employer shall strike the first name. The person remaining shall be the Arbitrator.

- (iii) The cost of arbitration, including but not limited to the selection of the arbitrator. The expense of the arbitrator, the hearing room, the transcript of the testimony of the hearing transcribed, shall be shared equally by the parties. Fees paid to the arbitrator shall be based on a schedule established by the Bureau of Mediation of the Commonwealth of Pennsylvania. The decision of the neutral arbitrator shall be in writing and shall be final and binding upon the Grievance being heard.
- (iv) The neutral arbitrator is authorized only to clarify, interpret and express terms, provisions or clauses of this Agreement, and does not have the authority to enlarge, alter, modify, delete or change the express terms, provisions, or clauses of this Agreement.

E. Miscellaneous Provisions

1. Any Grievance must be presented under the procedures of the Article promptly and within the prescribed time limitations. Any Grievance not presented within the time limitation of each level shall be considered settled on the basis of the decision which was not appealed or shall be deemed settled on the basis of the decision in the last level to which the Grievance was carried and shall not be further appealed or filed as a new Grievance. Time limits in the appeal steps may be extended by mutual written consent of the parties.
2. Conferences, meetings, and hearings held pursuant to this Grievance procedure may be set by mutual agreement of the parties.
3. The Union shall inform the Employer in writing of all persons authorized to settle Grievances on a level or advance Grievances to the next level. Only such person shall settle and/or advance such Grievances. All answers to and advances of Grievances in and from Step One and above shall be in writing with reasons.
4. All employees attending conferences, meetings, and/or hearings involving this grievance procedure will do so on their own time.
5. The Union and the Employer will each bear its own costs incurred in the grievance procedure through Steps One through Three.

6. Nothing in this Article shall prevent the parties from settling an alleged Grievance to their mutual satisfaction prior to the issuance of the arbitrator's decision.
7. Any grievance settled in Step One shall not be considered as setting a precedent or past practice.

ARTICLE NO. 14 - BEREAVEMENT LEAVE

In the event of a death in the immediate family of a Police Officer, he may have the time off not to exceed three (3) calendar days from the time of death until burial. Immediate family is defined as being a Police Officer's spouse, children, mother, father, grandparents, brother, sister, father-in-law, mother-in-law, and legal guardian. However, it is understood that this provision is intended to guarantee income and to prevent a loss of income, thus, the only days for which pay will be given will be days that the Police Officer would have been regularly scheduled to work.

ARTICLE NO. 15 - DUES AND SERVICE CHARGE CHECK-OFF

- A. Deduction of Dues - The Employer agrees to deduct monthly union dues 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 Union's Secretary-Treasurer of the Union on or before the end of the month for which deduction is made.
- B. Indemnification of Employer - 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 under Article No. 15.

ARTICLE NO. 16 - SUSPENSION AND DISCHARGE

- A. Discharge for Just Cause; Notice - The Employer retains the right to discipline, suspend and discharge any Employee. In all cases involving discharge or suspension of an Employee, the Employer must notify the Employee in writing of his discipline, discharge or suspension and the reason therefore. Such notice shall also be given to the Shop Steward and a copy mailed to the Union Office within forty-eight (48) hours from the time of discipline, discharge or suspension.
- B. Appeal of Discipline, Suspension or Discharge - An Employee who believes that he was not disciplined, suspended or discharged for just cause must notify the Employer, in writing, within five (5) working days after receiving notification of such action against him of his desire to appeal the discipline, suspension or discharge. In such event, such grievance shall then be handled in accordance with the grievance procedure set forth in this Agreement, starting with Step Two. If such a notice and complaint is not given, the matter shall be deemed closed.

ARTICLE NO. 17 - STEWARDS

- A. Authority of Stewards - 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 to and shall not exceed the following duties and activities:
1. The investigation and presentation of grievances in accordance with the provisions of this Agreement.
 2. The transmission of such messages and information which shall originate with and are authorized by the Union or its Officers, provided such messages and information:
 - (i). have been reduced to writing, or
 - (ii). if not reduce to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.
- B. No Strike Actions or Interruptions - Job Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business.
- C. No Union Liability - 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 the authority to impose proper discipline, including discharge, in the event the Job Steward has taken an unauthorized strike action, slowdown or work stoppage in violation of this Agreement.
- D. Investigation Rights - Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer. Such investigations, presentations and processing shall take place during the non-working time of the Steward and the Employee; except that the Steward may have a maximum of one (1) hour during working hours to participate in a Step Two Grievance Meeting, at which the Union's full-time Officer is present. Such one (1) hour shall be considered working hours in computing daily and/or weekly overtime.

ARTICLE NO. 18 - INSURANCE

The Borough shall provide false arrest insurance covering the Employees in an amount not less than \$500,000.00.

ARTICLE NO. 19 - HEALTH AND SAFETY EQUIPMENT

The Borough shall continue to make reasonable provisions for the safety and health of its Employees during the hours of their employment. Protective devices and other equipment necessary to properly protect employees shall be provided by the Borough in accordance with the practice now prevailing in order to insure safety. The Union agrees to enforce safety practices now prevailing and adopted during the term of this Agreement.

ARTICLE NO. 20 - MISCELLANEOUS PROVISIONS

- A. Attendance at Borough Meetings - If an Employee is called to a meeting by the Borough, attendance at such meeting shall be considered a part of his regular work and payment shall be made accordingly.
- B. Attendance at Court Hearings
1. Any Police Officer required to appear as a witness while off duty in connection with his duties in any magisterial district hearing, or pre-trial hearings, shall be paid a minimum of four (4) hours at the appropriate rate of pay and for actual time spent for all hours over the minimum of four (4) hours at the appropriate rate of pay.
 2. Any Police Officer required to appear as a witness while off duty in connection with his duties in any court of record, whether criminal or civil, shall be paid a minimum of four (4) hours at the appropriate rate of pay and for actual time spent for all hours over the minimum of four (4) hours at the appropriate rate of pay. All witness fees shall be retained by the Police Officer.
- C. Use of Personal Vehicle - Any Employee who is required to use his personal vehicle for Borough business shall be reimbursed at the prevailing rate permitted under applicable Internal Revenue Service regulations along with reimbursement of any parking fees.
- D. Education - Any state local update training sessions that are required for the Police Officer to attend must be paid for by the Borough and the Officer shall be paid for all hours in attendance to said session at the appropriate rate of pay with a minimum of four (4) hours pay.

Any other training, even if there is no fee to attend, needs to be pre-approved by Council due to the cost of training hours paid to the officer. The minimum of four (4) hours is also not relevant as that is only the state local update training. Also, if the officer is employed by another entity, hours and/or fees involved should be shared between the Employers.

Any Police Officer attending training must provide proof of attendance prior to the Borough compensating training hours.

E. Special Details and Private Duty Work

1. All private requests for assignment of Police Officers for special details or private duty work, that is, special temporary non-Borough related work performed within the limits of the Borough during a Police Officer's off hours shall be approved and assigned through the Borough. By resolution, the Borough shall from time to time establish a rate of pay for such special details performed by a Police Officer. In such resolution, the Borough will provide, among other things, for payment to each Police Officer performing such special details at a rate of double time and one half (2 ½) the rate of pay for that Police Officer as established in Article 7 of this Agreement. Special details and private duty work shall include, but not necessarily be limited to, traffic control for a construction project being performed on non-Borough roads by another governmental entity or its agent or providing of security for a non-Borough related project or a private business within the Borough.
2. To be eligible to work any special detail, a Police Officer must work his regularly scheduled shifts. Payment for special details shall be dispersed upon payment by the subcontractor to the Borough.

ARTICLE NO. 21 - COMPLAINTS AGAINST POLICE OFFICERS: INVESTIGATION AND RELATED PROCEDURES

- A. Notice of Misconduct Investigation - A Police Officer shall be notified, orally or in writing, whenever the Borough initiates an investigation into any complaint made against a Police Officer for misconduct that may be the basis for disciplinary action under the Borough Code.
- B. Questioning; Right to Representative - When a Police Officer is going to be questioned concerning a complaint, the Police Officer shall be informed of the nature of the questioning before any questioning takes place. If the Police Officer so desires, he may have a representative present during the questioning.
- C. Availability of Statements - Upon request, the Borough shall make available to the Police Officer (1) any written statement made and signed by the Police Officer; or (2) any verbatim transcripts of any statements made by that Police Officer; or (3) any recording of that Police Officer's statements if such recording is transcribed.
- D. Anonymous Complaints of Police Misconduct - When an anonymous complaint is made against a Police Officer, the complaint shall be classified as unfounded if no corroborating evidence to substantiate the complaint is discovered or obtained after investigation by the Borough.

E. Review of Personnel File - A Police Officer, upon request, shall have the opportunity to review his personnel file in accordance with the requirements established under Pennsylvania law.

F. The Memorandum of Understanding concerning the Global Positioning System (GPS) Policy shall be incorporated into the Policy and Procedures Manual.

ARTICLE NO. 22 - EFFECTIVE DATES; TERM

This Agreement shall become effective as of January 1, 2020, and shall continue in effect to and including midnight of December 31, 2022. Either party may, in accordance with the provisions of Act 111, give notice to the other party of the desire to negotiate with respect to the terms and conditions of a new agreement.

WITNESS:

Maribeth Winters

THE UNION:

By: Carl A. Bailey
Carl A. Bailey, Secretary-Treasurer

Date: 12-10-19

WITNESS:

Joan Warren

**THE EMPLOYER:
THE BOROUGH OF WHITAKER**

By: Michael D. Bayliffe

Date: 12/11/19