

**AGREEMENT**

**BETWEEN**

**THE TOWNSHIP OF HARMAR**

**AND**

**GENERAL TEAMSTERS, CHAUFFEURS AND HELPERS  
LOCAL UNION 249 affiliated with the International  
Brotherhood of Teamsters**

**JANUARY 1, 2019**

**DECEMBER 31, 2024**

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## **AGREEMENT**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between TOWNSHIP OF HARMAR, (hereinafter "Township") a municipal corporation having its principal office at 701 Freeport Road, Cheswick, Pennsylvania 15024-1208, and THE TOWNSHIP OF HARMAR POLICE DEPARTMENT WAGE AND POLICY COMMITTEE (hereinafter "Police") of the Township.

WHEREAS, Act No. 111 approved the 24<sup>th</sup> day of June, 1968 specifically authorized collective bargaining between police officers and their public employers; and

WHEREAS, the police officers of The Township of Harmar have negotiated with the Township Supervisors concerning the terms and conditions of their employment including all compensation, working conditions and other benefits; and,

WHEREAS, the members of the police force of The Township of Harmar and the Supervisors of The Township of Harmar have reached an understanding concerning the above matters;

NOW, THEREFORE, in consideration of the mutual covenants and promises of The Township of Harmar on the one part and each police officer of The Township on the other part,

## **ARTICLE I – TERMINATION**

The term of this Agreement shall be for the period commencing January 1, 2019, and continuing through December 31, 2024, and is intended to cover the terms and conditions of employment of all permanent full-time and regular part-time police officers of the Township of Harmar.

## **ARTICLE II – GRIEVANCE/ARBITRATION**

Section 1. Should any differences arise after the signing of this Agreement, between the Township and the Police as to the meaning and application of the provisions of this Agreement, such differences shall be processed as grievances under this procedure as hereinafter set forth.

Section 2. "Grievance" as used in this Agreement is limited to a complaint or request of a Police Officer which involves the interpretation of, application or compliance with, the provisions of this Agreement. All matters of discipline shall also be subject to the grievance procedure. Employees may be disciplined only for "just cause."

Section 3. The designated Police representative or any member of the Bargaining Unit shall have the right to present his or her grievance in accordance with the procedure described herein, containing the steps set forth below with or without a representative of the Union, free from interference, coercion, restraint, discrimination or reprisal.

Section 4. Any grievance or dispute which the Police may have with the Township arising out of the application or interpretation of a specific clause or clauses of this Agreement shall be adjusted according to the following procedure:

1. Step One: The Police, through the designated representative or individual grievant or grievants, shall present the grievance, in writing, to the Chief of Police or the highest ranking Officer within ten (10) days after the occurrence of the dispute. The Chief of Police or the highest ranking Officer shall discuss the grievance and within ten (10) days after the presentation if the grievance respond verbally to the Police.
2. Step Two: If the Police are dissatisfied with the decision of the Chief of Police or the highest ranking Officer, they may within ten (10) days of such decision submit such grievance to the Chairman of the Board or Supervisors in writing. The Chairman of the Board of Supervisors shall discuss the grievance with the entire Board and respond in writing to the Police ten (10) days after the next regular scheduled Township meeting.
3. Step Three: The Union has (30) days from receipt of decision from the Board of Supervisors to notify the Township, in writing, if the Union will pursue or not pursue the grievance any further.

Section 5. In the event the grievance is not settled in Step (3) above, either party may request the services of the State or Federal Mediation and Conciliation Services to supply a list of seven (7) arbitrators qualified to handle such dispute.

Section 6. An arbitrator shall be selected by the parties by first having the Township strike one arbitrator from the list of seven (7). The Police shall have the next strike with the parties alternating thereafter until one name remains on this list. The remaining arbitrator shall hear the dispute.

Section 7. The arbitrator shall regard the provisions of this Agreement as the basic principles and fundamental law governing the relationship of the parties. The arbitrator's function is to interpret the provisions of the Agreement and to decide cases of alleged violations of such provisions. The arbitrator shall not supplement, enlarge, diminish or alter the scope or meaning of this Agreement as it exists from time to time, or any provisions therein, nor entertain jurisdiction of any subject not covered thereby.

Section 8. Any and all costs and fees of the arbitration proceeding shall be split equally by the parties to this Agreement. This does not include legal counsel retained by either party for presentation of their respective cases.

Section 9. Written warnings shall not be grievable or arbitrable under the Agreement but an officer may respond in writing to any written warning. Said warning and response shall be maintained in the officer's personnel file.

### **ARTICLE III – HOLIDAYS**

Thirteen (13) legal Holidays with full pay shall be granted to all permanent full-time Township police officers. The Holidays observed shall be as follows: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day. Three (3) Floating days and the Employee's Birthday. All police officers will have

the option of not working, subject to scheduling, and receiving a day's pay for the above named Holidays, or to work on the Holiday and receive additional payment for said day, or take the option provided under Article IV(d) hereof. Each police officer shall notify the Chief of Police of the option he/she wishes to exercise in regard to Holidays as well as the scheduling of any Floating Holiday by no later than March 31<sup>st</sup> of each year covered by this Agreement. Changes of schedules in regard to Holidays will be permitted only upon agreement of the Chief of Police and Supervisors.

As in the past and notwithstanding any other provisions of this Agreement, holiday pay shall continue to be excluded from an Officer's full rate of salary for the purpose of the Heart & Lung Act. Such Officers shall receive their full rate of salary for the period they are eligible for benefits but shall not receive holiday pay in addition to their full rate of pay.

Any part-time Police Officer who works on any of the Holidays listed in Article III shall be paid at one and one-half (1 1/2) times their hourly rate.

#### **ARTICLE IV – VACATION**

(a) A permanent full-time police officer with continuous service of one (1) year or more, as determined by the officer's anniversary date of hire during each successive contract year, shall receive a Vacation with pay as indicated in the following schedule:

<b><u>Continuous Service</u></b>	<b><u>Vacation</u></b>
1 year but less than 2 years	One (1) Week
2 years but less than 5 years	Two (2) Weeks

5 years but less than 10 years	Three (3) Weeks
10 years but less than 15 years	Four (4) Weeks
15 years but less than 20 years	Five (5) Weeks

(b) Vacation pay shall be based on the Police Officer's current salary at the time of his Vacation.

(c) Payment of additional Vacation pay shall be made with the first regular salary check subsequent to the employee's first full week of Vacation time.

(d) If one of the thirteen (13) paid Holidays occur during a scheduled Vacation or on a day which the employee would normally be scheduled to work, the employee shall be allowed an additional day of Vacation or he/she shall be paid at the option of the Township.

(e) Vacations are not cumulative and must be taken before December 31<sup>st</sup> of the calendar year for which the vacation was granted.

(f) No police officer shall be permitted to waive his annual Vacation for the purpose of receiving double pay.

(g) Vacations shall be scheduled on the basis of seniority and, in the event of any conflict in requested Vacation scheduling, the officers will work out their scheduled Vacations with the approval of the Chief of Police. In the event that the officers and the Chief of Police cannot resolve any conflicts, the conflicts will be brought to the attention of the Board of Supervisors who shall assign Vacation period for the officers involved in such conflicts. Request for scheduled

Vacations will be made to the Chief by each police officer on or before March 31<sup>st</sup> of each year. All Vacation requests must be submitted in writing to the Chief of Police by March 31<sup>st</sup> of the calendar year. In the event that no written request is submitted by March 31<sup>st</sup>, seniority will not be considered in the selection of available Vacation time, and any officer failing to submit such a request will take his/her Vacation at a time available as determined by the Chief of Police.

(h) Final Vacation schedules for all officers shall be resolved in accordance with this Agreement and submitted in writing to the Secretary for approval by the Board of Supervisors and posting by no later than April 30<sup>th</sup> of each year.

(i) Final Vacation schedules approved by the Board of Supervisors and posted in accordance with the terms of this Agreement shall not be changed without written approval by the Chief of Police and the Board of Supervisors.

## **ARTICLE V – ILLNESS**

(a) All full-time police officers shall have twelve (12) days of sick leave each year, accumulated to seventy-five (75) days. Full-time police officers who accumulate more than seventy-five (75) sick days shall be paid at a rate of fifty percent (50%) of their daily rate at the end of each calendar year.

(b) Police officers being absent three (3) or more days due to sickness shall obtain a written doctor's excuse indicating the reason for absence and the ability to return to work.

(c) In the past the Township has maintained a disability policy for all full-time Police Officers (disability insurance coverage shall be the same or

similar/comparable to the coverage currently provided)\_and shall continue to do so in the future with the express understanding that any monies received from such policy are the property of the Township and all checks are to be endorsed to the Township, until the police officer's sick leave is exhausted.

(d) It shall be understood by the Township and the police officers that sick leave is a benefit that is available when and if needed, and shall not be a "right of taking" such as vacation. The sick leave program is intended to provide actively employed, regular full-time officers with the continuation of income when absent due to illness or injury. Sick leave is not intended to be used for any absence or for any other reason other than illness or injury of the employee and use of sick leave for other reasons will result in disciplinary action. Furthermore, patterns of absenteeism which reflects abuse (egs. numerous single-day incidents and sick leave used in conjunction with other forms of paid time off) may be met with disciplinary response. Steps of discipline are as follows:

1<sup>st</sup> Offense - Verbal Warning

2<sup>nd</sup> Offense - Written Warning

3<sup>rd</sup> Offense - Time off up to two (2) days

4<sup>th</sup> Offense - Time off up to five (5) days

## **ARTICLE VI – BEREAVEMENT LEAVE**

Full-time police officers are eligible for three (3) days of paid bereavement leave for the death of a member of the police officer's immediate family.

Bereavement leave pay shall be at the officer's normal base rate. The term "immediate family" is defined as, and limited to, a police officer's spouse, parent, child, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law or brother-in-law.

## **ARTICLE VII – HOSPITALIZATION INSURANCE**

The Township will provide health care insurance through the Western Pennsylvania Teamsters & Employers Health & Welfare Fund Plan (F) for each full-time police officer and his dependents at the Township's expense. The Township shall pay up to \$500.00 of the first \$1,000.00 towards each officer's co-insurance each year for the term of this contract as required for each full-time officer. Each officer will be responsible for all applicable prescription co-pays and deductibles. These amounts which are not determined by the Township shall remain consistent with the requirements of the Teamsters Plan F.

Officers shall pay 5% of the total healthcare cost premium. The Officers' contribution shall not exceed one hundred dollars (\$100.00) per month. For the final year of this Agreement (2024), the Officers' contribution shall not exceed one hundred ten dollars (\$110.00).

In addition, the Township shall have the right to change existing medical insurance coverages to plans and/or carriers which are equivalent or equal to the coverages presently being provided. The Police, however, retain the right to grieve the Township's determination that a plan and/or carrier is equivalent or

equal. If the Police do not agree that a plan and/or carrier selected by the Township is equivalent or equal, it will so state, in writing, to the Township within fourteen (14) calendar days of the plan and/or provider being presented to the Police by the Township, or such longer period as mutually agreed to by the parties in writing. In that event, the Township may not unilaterally implement the proposed new plan and/or provider, however, it may immediately process the dispute before a neutral arbitrator selected pursuant to the arbitrator, on this equivalent or equal issue, shall be issued within forty-five (45) calendar days of the Union's written notice the plan selected by the Township is equivalent or equal and shall be final and binding. The award will determine if the Township is authorized to implement the new plan and/or provider.

## **ARTICLE VIII – CLOTHING**

The Township will provide each police officer with a clothing allowance not to exceed \$1000.00 per year. Officers will be reimbursed for clothing expense on the basis of purchase orders or invoices delivered to the Township Secretary up to \$1000.00 for each calendar year. Any amount in excess of \$1000.00 must be paid by the officer. The clothing allowance may be used for outwear and weapons expenses. Purchase orders or invoices must be submitted to the Township no later than November 1<sup>st</sup> of each year.

Part-time officers shall be entitled to a \$350.00 uniform allowance after one (1) year of service and provided they work a minimum of 384 hours per year. Part-time officers that work less than 384 hours per year shall receive a

\$150.00 uniform allowance. Any officer who is off six (6) months or longer is not entitled to a uniform allowance for that year.

**Accessories:** Protective Vests (Every 5 years), Duty Weapon, ammunition to qualify for the required yearly testing shall be provided by the Township of Harmar. Upon retirement each Officer will be given their Duty Weapon.

## **ARTICLE IX – COMPENSATION**

Section 1. The BASE PAY RATE for 2019 shall be \$65,155.75

Section 2. All Officers hired full-time after January 1, 2011 shall receive the below listed wage compensation:

1<sup>st</sup> year – 80% of base pay rate

2<sup>nd</sup> year – 90% of base pay rate

3<sup>rd</sup> year – 100% of base pay rate

Section 3. All Officers shall receive the below listed pay increases:

2020 – 2.5%

2021 – 2.5%

2022 – 2.5%

2023 – 2.75%

2024 – 2.75%

Section 4. Longevity Pay -

A. Upon completion of five (5) years of continuous service, each police officer shall receive \$360.00 per year for the next five (5) years of continuous service.

B. Upon completion of ten (10) years of continuous service, each police officer shall receive \$540.00 per year for the next five (5) years of continuous service.

C. Upon completion of fifteen (15) years of continuous service, each police officer shall receive \$720.00 per year for the next five (5) years of continuous service.

D. Upon completion of twenty (20) years of continuous service, each police officer shall receive \$900.00 per year for the next five (5) years of continuous service.

Section 5. Captains shall be paid a rank differential of 12% above base pay rate. Lieutenants shall be paid a rank differential of 10% above base pay rate. Sergeants shall be paid a rank differential of 8% above base pay rate.

Section 6. All part-time officers shall receive a start pay rate of \$19.00 per hour. On January 1<sup>st</sup> of each year of this agreement, part-time officers will receive a \$0.50 cents per hour annual across-the-board wage increase.

**ARTICLE X – PROBATIONARY PERIOD**

All officers hired after January 1, 1999, must serve a one (1) year probation period.

## **ARTICLE XI – COURT APPEARANCES**

- (a) **Appearance before magistrates:** When off duty, each police officer shall be compensated for appearance to testify before a magistrate at his/her hourly rate for actual time spent but in no event for more than two (2) hours for each such appearance.
- (b) Each police officer shall be compensated eight (8) hours for each appearance to testify in the Criminal Division of the court of Common Pleas of Allegheny County, Pennsylvania, for the hours spent in such court appearance, and four (4) hours for pre-trial hearings. The Township will compensate an officer a minimum of four (4) hours pay for Civil Court appearances if the officer is subpoenaed for court to give testimony arising out of the officer's performance of duties as a Harmar Township police officer. Provided, that the officer must furnish a copy of the subpoena to the Chief of Police for approval.
- (c) Any payments made under this section must be determined to be proper payments in accordance with the decision of the courts of the Commonwealth of Pennsylvania. No payments shall be actually made until it is determined that the same are proper and legal.

## **ARTICLE XII – WORK SCHEDULE**

It is expressly understood between the parties that the Township must provide protection of the Township and that in order to provide such protection

the Township has the exclusive authority to determine the hours of work and assignment of such hours, subject only to the provisions of this Agreement, any law regulating the same, and such equalization of shift assignments which is as practical as possible.

Section 1. The normal work day shall consist of three (3), eight (8) hour shifts, those being 7:00 a.m. – 3:00 p.m.; 3:00 p.m. – 11:00 p.m.; 11:00 p.m. – 7:00 a.m.; and such other schedules as have been used in the past. The Chief of Police may vary the starting time for these eight (8) hour shifts by up to two (2) hours in either direction. Should the Chief of Police exercise this discretion to modify existing schedules, he will provide bargaining unit members and the Union, with a minimum of two (2) weeks notice of the impending change. As the availability of officers will permit the Chief may schedule an officer to work a 7:00 pm. – 3:00 a.m. shift. Two (2) or more officers may voluntarily exchange work shifts provided prior approval has been obtained from the Chief of Police, which approval shall not be unreasonably withheld.

Section 2. Each officer shall be scheduled a period of eight (8) hours off between his scheduled work period during any one week or work unit period, however, Officers may choose to voluntarily switch shifts into a double shift as long as it is done with-in a (14) day period. Officers agree that NO overtime will be paid for the second shift (Voluntary switch shift).

Section 3. The Chief of Police will determine fair schedules for the hours worked by each officer during the work week. Effective May 17, 1999, the Chief

of Police may post a schedule for a six (6) week period. The Chief may modify the schedule at any time with two (2) weeks notice.

Section 4. Except as provided above, there shall be no changes in schedule unless there is an emergency; that being defined as an Act of God, reduction in force which is unscheduled such as illness in excess of two (2) days or emergency court time.

Section 5. Part-time officers may be scheduled at the convenience of the Township and there shall be no guarantee of a minimum number of hours of work for such officers.

Section 6. If there is a call off of any one (1) Officer on Saturday or Sunday (7:00 AM – 3:00 PM shift only), the Township may choose not to fill that position. If there are (3) Officers working any shift and there is a call off, the Township may choose not to fill that position.

### **ARTICLE XIII – PENSION**

The Board of Supervisors will maintain the current pension benefits in accordance with Act 600 including the provision that pension benefits shall be computed on the average gross compensation paid to each eligible person on the last thirty-six (36) months of employment. (a) The bargaining unit members shall contribute an amount equal to five percent (5%) of includable compensation to the Harmar Township Police Pension Plan. This contribution rate shall be effective on July 1, 2014.

(b) Provided that there shall be no cost to the Township, the bargaining unit members shall contribute to the pension fund only if such contribution is necessary to maintain the actuarial soundness of the fund.

In managing the money supplied to it by the Commonwealth for pension fund contributions, the Township agrees that it will utilize up to 100% of those state-generated funds which are attributable to the existence of the Township's full-time regular police officers along with all interest earned any amortized surpluses from prior years. Only after 100% of these monies are contributed to the fund may the Township require bargaining unit police officers to make fund contributions to insure the actuarial soundness of the plan. Should the plan be determined to be actuarially sound, without utilizing any bargaining unit employee contributions, and without the necessity of contributing 100% of the state contribution which is attributable to the existence of the regular full-time police officer, then the Township may utilize any such "excess" without restriction except such restriction as is imposed by the law or regulation of a Commonwealth Agency or Agencies enacted pursuant to said law.

#### **ARTICLE XIV – OVERTIME**

Two (2) officers will be scheduled to work all shifts. If an officer calls off a shift an attempt shall be made through the list of full-time officers in an even rotation to get a replacement to fill the shift. If no full-time officer is available,

part-time officers may be called. Compensation shall be defined as monetary remuneration of (1½) times the hourly rate.

Section 1. A list of all the full-time officers of The Township of Harmar shall be on a composite list starting with the most senior officer and continuing on the basis of seniority to the least senior officer.

Section 2. The Township does not guarantee either any overtime hours to any officers, or an equalization of any available overtime. However, the opportunity to receive compensated overtime is equalized.

Section 3. In the event an officer is needed to work hours which are unscheduled the Township shall call the most senior officer on the list mentioned in Section 1 of this Article. The officer called will have the opportunity to accept or reject this overtime. For the purpose of this Article, an unanswered call is equivalent to a rejection of overtime.

Section 4. Upon rejection of overtime the Township will proceed down the list of officers until accepted by any such officer.

Section 5. The acceptance or rejection of overtime results in the particular officer being placed at the bottom of the list for overtime opportunities and acts as a waiver in the case of rejection for overtime at that particular time.

Section 6. Any overtime occurring beyond the schedule of full-time and part-time officers, including sick leave and vacation time, shall first be offered to the full-time officers on a seniority basis. If no full-time officers accept or if an insufficient number of full-time officers accept, then this work may be offered to part-time officers.

## **ARTICLE XV – SPECIAL DUTY**

All officers of the police department, both full-time and part-time, shall have the option to participate in "special duty" assignments providing law enforcement related services to third parties, subject to the following terms and conditions:

Section 1. The special duty location must be within The Township of Harmar.

Section 2. The Township must enter into an agreement with the third party requesting special duty police.

Section 3. The rate of pay for police officers working special duty assignments shall be \$55.00 per hour. The Township may add up to an additional \$10.00 (per hour) Township fee above the \$55.00. All Officers shall be paid a minimum of four (4) hours for any special duty assignment worked.

The Union retains the right to negotiate any Special Duty fee above or below \$55.00 per hour. In addition, the Union has sole discretion of enforcing Special Duty terms, conditions and etc.

Section 4. Officers on special duty assignment will wear their regular police uniforms and be subject to all police department rules and regulations and all orders issued by the Chief of Police or Commanding Officer.

Section 5. Such special duty assignment shall be outside of and in addition to an officer's regular scheduled shift.

Section 6. All special duty assignments must be approved by the Chief of Police or other Township designated official. Officers may not wear the

Township uniform in connection with work with third parties except during special duty assignments.

Section 7. Each officer has the option of whether to work a special duty assignment or not.

Section 8. All special duty assignments shall be divided as equally as possible among all full-time bargaining unit officers first. However, if no full-time or an insufficient number of full-time officers are able to work, then the Chief of Police shall be offered to work Special Duty assignments. When additional officers are needed, part-time officers shall be utilized before an outside source is called in.

Section 9. Special duty assignments must be offered to the bargaining unit members before they are refused.

Section 10. All Special Duty assignments shall be administered and scheduled by a ranking Officer within the bargaining unit. The said Officer will be appointed by the Union Steward

Section 11. No pension deductions shall be deducted from pay to officers for "Special Duty" assignments for which the Township is reimbursed by a Third Party as described in Article XV. Such pay shall not be considered compensation for pension purposes in accordance with the definition of "Basic Monthly Earnings" and "Final Average Salary" in the Pension Plan. Assignments performed by officers for which reimbursement is obtained from the Commonwealth of Pennsylvania is not considered Special Duty work and such wages shall continue to be treated as compensation for pension purposes.

## **ARTICLE XVI – MISCELLANEOUS**

- (a) The Township will continue to carry False Arrest Insurance, Worker's Compensation and Liability Insurance.
- (b) The Township shall provide a Term Life Insurance Policy with AD&D in the amount of \$75,000.00 for all full-time officers.
- (c) A promotion to a position outside of the bargaining unit shall constitute a break in seniority except as set forth below.

For the length of the contract should bargaining unit member take a Township position outside the bargaining unit, that employee reserves the right to be reinstated into the bargaining unit with no loss of pay or seniority from their previous bargaining unit position pending approval from the rank and file bargaining unit members (majority vote) and the approval of the board of supervisors.

**Jury Duty:** Any officer called for Jury Duty will receive the difference between eight (8) hours pay at the applicable hourly wage and actual payment received for jury services for each day of Jury Duty to a maximum of ten (10) days pay for each contract year.

When such officer reports for jury service on a scheduled workday, they will not unreasonably be required to report for work that particular day.

**Lay-Offs or Termination** – If any such full-time officer is terminated or laid-off for reasons other than for cause or disability shall continue to receive the insurance benefits presently provided at the Township's expense for a period of four (4) months following termination or lay-off.

Any full-time officer terminated for reasons other than for cause shall receive a two (2) month severance pay equal to two (2) months of his/her base annual wage.

If it is necessary to reduce the work force during the term of this contract, the Township agrees that part-time officers shall be laid off before any full-time officer. If It becomes necessary to lay off any full time officer(s), seniority shall prevail such that the least senior officer would be first to be laid off. This provision is not intended to, and shall not be construed to, impose any obligation on the Township to maintain a particular staffing level. Nor shall it be construed as imposing any obligation on the Township to fill or replace a full-time officer that is separated from employment for any reason.

Compensatory Time –

- (A) Each full-time Officer shall have the right to accumulate up to forty (40) hours of compensatory time.
- (B) Officers cannot carry over any unused compensatory time or re-accumulate compensatory time with-in each year.
- (C) Officers shall have the right to be paid for a maximum of forty (40) hours of compensatory time each year.
- (D) Officers shall receive one and one half (1 ½) hours of either pay or compensatory time. Example: If an Officer works eight (8) hours during a compensatory time (call-offs) he shall receive twelve (12) hours of either pay or compensatory time.

(E) Officers using comp time must notify the Chief of Police or highest ranking Officer at least seven (7) days prior to the start of said shift.

(F) Officers cannot use compensatory time on Holidays and cannot be used if said shift cannot be properly staffed (2 Officers). Officers cannot use more than one (1) consecutive comp day in a row.

## **ARTICLE XVII – UNION DUES AND CHECK-OFF**

Section 1. – Maintenance of Membership: Each police officer who is a member of the Union on the effective date of this Agreement, and each police officer who thereafter becomes a member of the Union during the term of this Agreement, shall maintain his/her membership in the Union for the duration of this Agreement, in conformance with applicable state law. The payment of uniform periodic dues and assessments while a member of the Union shall be a requisite condition of employment for all police officers, except as modified by the Fair Share provisions of this Agreement.

Section 2. – Fair Share: Each police officer in the bargaining unit who is not a member of the Union shall be required to pay a Fair Share fee, as provided for by Act 399 of 1993, Title 43 P.S. 1102.3. The Township and the Union agree to comply with all provisions of said law. The Union agrees to extend to all non-members an equal opportunity to join the Union.

If any legal action is brought against the Township as a result of any actions it is requested to perform by the Union pursuant to this Article, the Union agrees to provide for the defense of the Township at the Union's expense and through counsel selected by the Union. The Township agrees to give the Union

immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Union in the defense of the case. If the Township does not fully cooperate with the Union, any obligation of the Union to provide a defense under this Article shall cease.

The Union agrees in any action so defended, to indemnify and hold the Township harmless for any monetary damages the Township might be liable for as a consequence of its compliance with this Article; except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as a result of the Township's failure to properly perform its obligations under this Article.

The Township agrees to deduct a Fair Share fee monthly from all employees in the bargaining unit who are not members of the Union. Authorization for non-members to deduct the Fair Share fee shall not be required. The amounts to be deducted shall be certified to the Township by the Union, and the aggregate deductions of all non-union member police officers shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made. The information regarding the amounts to be certified shall be furnished to the Township on an annual basis.

Section 3. – Dues Deduction: The Township agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Union, or the Fair Share fee, whichever is applicable, on a monthly basis with all such deductions to be made prior to the end of the

assessments, etc. from wages or from compliance with the provisions of this Article.

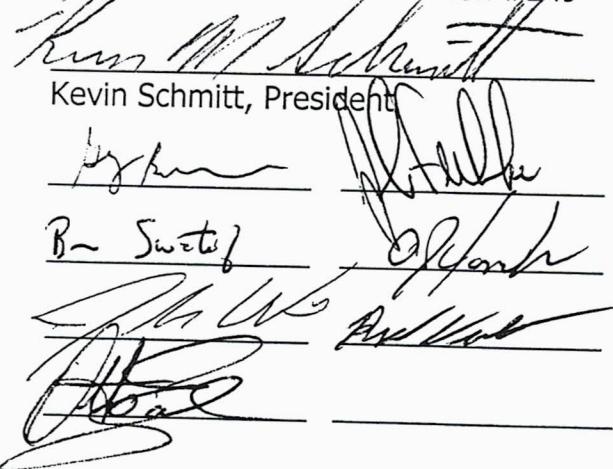
Section 4. Random Drug Testing - The Township proposes to incorporate a new Random Drug Testing Policy for all Township Police Officers. The said Policy must be agreed upon by the Union and the Township.

All terms and conditions of employment encompassed in the existing collective bargaining Agreement that are not altered by this award shall remain in full force and effect.

This Award shall become effective on January 1, 2019. All other requests, proposals and demands not specifically addressed herein shall be considered denied and rejected.

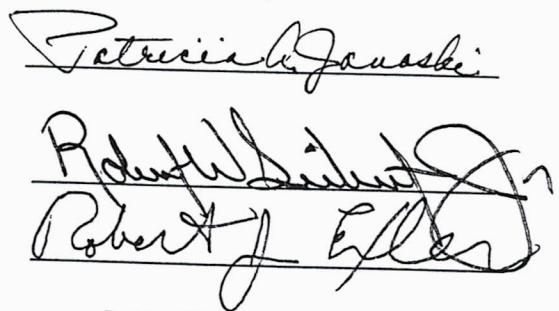
IN WITNESS WHEREOF, the parties hereto have signed this Agreement intending to be legally bound by the terms hereof on the day and year first written above.

General Teamsters Local Union #249



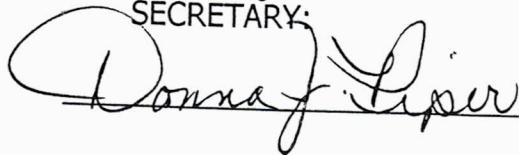
Kevin Schmitt, President

The Township of Harmar



Patricia Juraske  
Robert J. Eller

SECRETARY:



Donna J. Liser