

AGREEMENT BETWEEN

Teamsters Local Union No. 205

Representing

Pitcairn Borough Police Department

AND

The Borough of Pitcairn

Effective

January 1, 2020 through December 31, 2022

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AGREEMENT

This Agreement is made and entered into this of _____ day of _____, 2020, but effective the first day of January 1, 2020, by and between Pitcairn Borough 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

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 Part time officers shall enjoy the fringe benefits of this contract where it is specifically stated as applying to part time officers.

ARTICLE NO. II – NON-DISCRIMINATION

- 2.1 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.
- 2.2 The Employer agrees not to interfere with the rights of the employees to become members of the Union.
- 2.3 The use of male pronouns is for convenience only and is to be read as referring both to males and females.

ARTICLE NO. III – MAINTENANCE OF MEMBERSHIP

- 3.1 All employees who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union shall, as a condition of their employment, maintain their membership in good standing in the Union for the duration of

this Agreement. Failure of any such person to maintain his membership in good standing as required herein shall, upon written notice from the Union to the Employer and the employee, cause the Employer to discharge such person.

ARTICLE NO. IV – DUES CHECK

- 4.1 The Employer agrees to deduct monthly Union dues, fees and/or uniform assessments of the Local Union from the first pay 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 the deduction is made. Monthly dues shall be owed by part-time officers only for those months in which they work at least thirty-two (32) hours.
- 4.2 A dues check-off authorization is to be voluntary, but once given, it may not be revoked until fifteen (15) days prior to the expiration of the Agreement.
- 4.3 The Union agrees to indemnify and save the Employer harmless from any and all claims, suites, or other forms of liability arising out of deductions of money for Union dues under this Article.

ARTICLE NO. V – MANAGEMENT RIGHTS

- 5.1 The Union recognizes the right and authority of the Employer to administer the business of the Township, subject to all applicable laws, and in addition to other functions and responsibilities which are required by law, the Union recognizes that the Employer has and will retain the full right and responsibility to direct the operations of the Police Department in a safe and standardized manner, to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to the following unless modified by the express terms of this Agreement or Act 111.
- 5.2 To manage and direct its employees, including the right to hire, promote, transfer, layoff and recall, to reprimand, suspend with or without pay, and discharge or discipline for just cause; to manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed; to determine the department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes; to determine staffing and the size and composition of the work force in the Employer's organizational structure, including the right to relieve employees from duty or to abolish positions, subject to applicable law; to determine the hours of work and work schedules required to most efficiently operate; to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained; to determine the necessity to schedule overtime and the amount required.
- 5.3 Whether or not just cause exists for disciplinary action or discharge may be the subject of a grievance. However, no grievance may be processed on any disciplinary or discharge action taken by the Employer if the employee requests a hearing pursuant to the Borough

Code, the local agency law or otherwise, or initiates any legal action pursuant to State or Federal law challenging the Employer's action. This article is subject to past practice.

- 5.4 The Union and employees recognize and accept that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreement shall remain the exclusive function of the Employer.

ARTICLE NO. VI – SENIORITY

- 6.1 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.
- 6.2 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 Pitcairn, 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 two (2) weeks after the employee has received notification to so return. Employee must be given notice in writing by certified mail, return receipt requested mail only. A failure of the employee to sign for mail sent to his last known address shall constitute a failure to return to work.
 - 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.
 - F. Part-time employees must work a minimum of eight (8) shifts on a monthly basis in order to maintain seniority and a minimum of four (4) shifts on a monthly basis in order to maintain employment as a police officer.
- 6.3 Absence from work in excess of three (3) 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.

- 6.4 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 VII 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.
- 6.5 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.
- 6.6 Seniority of employees who are hired on the same day shall be determined by drawing of "lots".
- 6.7 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.
- 6.8 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.
- 6.9 In the event of layoff, 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 additional part-time positions, without first refilling the full-time position.) This provision shall not prevent the borough from declining to fill full time positions vacated by attrition or by cause.
- 6.10 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.
- 6.11 Current part-time officers can choose up to twenty-four (24) hours per week by seniority, any leftover shifts will be filled by seniority. 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. The ability to select shifts by part-time employees is subject to the Chief's right to change shifts with good reason.
- 6.12 Any part-time officer taking himself off the schedule for three (3) months will lose all seniority. All part-time Officers currently employed must work at least two (2) shifts a month, New hired part-time employees must work at least three (3) shifts per month. Newly hired part-time officers as of January 1, 2014 will have no seniority for a period of one (1) year from their date of hire.

ARTICLE NO. VII – COMPENSATION

- 7.1 **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.

HOURLY WAGE RATES: FULL-TIME PATROLMAN

	1/1/2020	1/1/2021	1/1/2022
After 4 yrs of service	\$30.45	\$31.36	\$32.30
After 3 yrs of service	\$28.92	\$29.79	\$30.68
After 2 yrs of service	\$27.41	\$28.23	\$29.08
After 1 yr of service	\$25.87	\$26.65	\$27.45
Starting Rate	\$25.21	\$25.97	\$26.75

Sergeant's shall receive three percent (3%) over the top full-time patrolman rate.

HOURLY WAGE RATES: PART-TIME PATROLMAN

	1/1/2020	1/1/2021	1/1/2022
	\$18.91	\$19.48	\$20.06

Part-time patrolman shall receive 75 percent of the full-time patrolman starting rate.

Any part time officer who maintains a three (3) shift per week schedule for a period of six (6) consecutive months, shall receive a \$250.00 incentive bonus.

- 7.2 **UNIFORM ALLOWANCE** The employer shall provide each employee with the following uniform allowance:

	1/1/2020	1/1/2021	1/1/2022
All Full-Time Officers	\$1,050.00	\$1,050.00	\$1,050.00

	1/1/2020	1/1/2021	1/1/2022
All Part-Time Officers	\$500.00	\$500.00	\$500.00

All items purchased through the uniform allowance must have prior approval by the Chief of Police and shall be required to submit receipts for items purchased. Uniform and Equipment Allowance shall include, but not limited to, all leather goods, any items used in the line of duty. Any items lost or damaged during the course of duty shall be repaired or replaced by the Borough at no cost to the officer.

- 7.3 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.
- 7.4 WITNESS FEES: A police officer required to appear as a witness while off duty in 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. 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.
- 7.5 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.
- 7.6 Due to the Borough's expense of paying for new hire physicals, psychological evaluations, drug screenings and uniform costs, newly hired part-time officers shall sign a promissory note to maintain employment with the Pitcairn Borough Police Department for one thousand (1,000) hours or twelve (12) months, whichever occurs first. If an employee does not maintain the one thousand (1,000) hours or twelve (12) months employment, the part-time officer will be required to pay back the cost of all testing and uniforms. Under Section 17.9(A), the Borough will provide part-time officers with a protective vest as set forth in said Section.

ARTICLE NO VIII – HOURS OF WORK AND WORK SCHEDULES

- 8.1 The employer reserves the exclusive right to determine work schedules, including whether or not to call out additional officers.
- 8.2 The workday shall be defined herein as twenty-four (24) consecutive hours commencing with the employee's shift starting hour.
- 8.3 A regular workweek shall consist of five (5) consecutive eight (8) hour days with two (2) consecutive pass 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 and shall include all shifts and days off. Each full-time officer shall exercise his rights of seniority for shift and pass day selections and shall only exclude shifts set aside to be worked

by the Chief of Police. The intent is to maximize the number of shifts covered by full-time officers during a seven-day period.

- 8.4 Time and one-half (1-1/2) shall be paid for all hours worked in excess of forty (40) hours during any regular work week along with any holidays worked. Work opportunities constitute any occasion in which a scheduled shift needs filled. Any work opportunities will be filled on a rotational basis according to seniority, on a round robin basis, including all full-time and part-time officers.
- 8.5 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.
- 8.6 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.
- 8.7 Vacation, sick days, compensatory time, bereavement and personal days shall be considered as hours worked for the purposes of computing overtime pay under this Agreement.
- 8.8 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.
- 8.9 Overtime pay shall be paid no later than the regular payday in the pay period following the period in which the overtime is worked.
- 8.10 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.
- 8.11 If designated by Council, any Officer temporarily designated Chief shall receive an additional one dollar (\$1.00) per hour.
- 8.12 Compensatory Time – Officer may opt to receive compensatory time off in lieu of any overtime work. Compensatory time shall be earned the same as overtime eight (8) hours worked equals twelve (12) hours of compensatory time.

The maximum total compensatory time that a full-time officer can accumulate in a calendar year is a total of eighty (80) hours, part-time officers during the same calendar year can accumulate a maximum total compensatory time of sixteen (16) hours. An officer may use any portion of said total allowable accumulation during said calendar year, and any unused balance will be paid at the end of said calendar year at the appropriate rate.

All regular compensatory earned time off requests of more than four (4) hours shall be granted to an officer provided that it does not result in overtime cost to the Borough. Compensatory time shall be requested by the officer in writing to the Chief of Police on

supplied department forms. These compensatory time requests shall be made at least two (2) working days prior to the requested paid day(s) off. Requests are to be signed by the Chief of Police and submitted back to the officer within one (1) day from the officer's submitted written request date. Time limits shall be waived in a case of emergency. Officer shall not be limited on the use or number of accumulated compensatory days. Once compensatory time has been granted it cannot be withdrawn due to any other officer using any other types of leaves which cause overtime.

- 8.13 Shift Trades - Shift trades shall be allowed as long as the trade is within the same pay period and causes no overtime costs to the Borough. Officers shall sign a Trade Slip and turned into the Chief of Police at least one (1) day prior to the intended traded shift. Unless in the case of a bonafide emergency, these time limits may be waived. Any such shift trade is subject to the Chief's approval, and said approval will not be denied without good reason.
- 8.14 The Chief will post a sign-up sheet by December 1 of each year. Once the Chief posts the sign-up sheet, the officers will have the right to bid on a shift and pass days in order of seniority. The schedule will remain in effect for six (6) months. However, the Chief of Police has the right to change shifts with good reason.

ARTICLE NO. IX – SICK LEAVE

- 9.1 Employees shall earn twelve (12) days of sick leave entitlement per year and may accumulate an unlimited number of days.
- 9.2 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.
- 9.3 Upon severing of employment, 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 one hundred (100) days.

ARTICLE NO. X - VACATION

- 10.1 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. After the initial twelve (12) month probationary period, all officers' vacation time shall be granted at the beginning of every calendar year as the next year of service regardless of the officer's anniversary date.

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.

10.2 LENGTH OF VACATION: The following annual paid vacations will be provided:

YEARS OF SERVICE

One year
Two years
Five years
Ten years
Fifteen years
Twenty+ years

VACATION

1 week vacation
2 weeks' vacation
3 weeks' vacation
4 weeks' vacation
5 weeks' vacation
1 additional day for each year of service
after 20 years

- 10.3 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.
- 10.4 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.
- 10.5 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).
- 10.6 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. Officers may elect to take up to two (2) weeks of vacation into single days.
- 10.7 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.
- 10.8 Vacation entitlement may be used in conjunction with regularly scheduled days off, provided said days off are approved by the chief.
- 10.9 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. XI - HOLIDAYS

- 11.1 The following holidays will be observed as paid holidays for employees covered in this Agreement:

-NEW YEAR'S EVE	-LABOR DAY
-MARTIN LUTHER KING DAY	-VETERAN'S DAY
-GOOD FRIDAY	-THANKSGIVING DAY
-EASTER SUNDAY	-CHRISTMAS DAY
-MEMORIAL DAY	-EMPLOYEE'S BIRTHDAY
-FOURTH OF JULY	-THREE (3) PERSONAL/ EMERGENCY DAYS

- 11.2 Personal/Emergency days shall be counted as hours worked for calculations of overtime.
- 11.3 Personal/Emergency days shall be granted only during the year in which the employee becomes entitled to it. Use of personal/emergency days shall not be reasonably denied.
- 11.4 Holiday assignments worked will be made in order of seniority, by rotation according to the seniority list posted. Full-time Officers have the right of first refusal to work holidays, provided it is their regularly scheduled shift.
- 11.5 Part-time employees shall only be paid time and one half (1 ½) for the actual holidays worked.
- 11.6 Any request to utilize a Holiday shall not be unreasonably denied.
- 11.7 Officers must work their last scheduled work day to be eligible for holiday pay. To schedule off before or after a holiday an officer must give a five (5) day notice of days off.

ARTICLE NO. XII - BEREAVEMENT LEAVE

- 12.1 In the event of a death in the officer's immediate family, the officer shall be entitled to his or her next five (5) scheduled working days off with pay. Immediate family shall be defined as: spouse, child, mother, father, step-mother, step-father, mother-in-law, father-in-law, brother, sister, or grandparent.
- 12.2 In the event of a death in the officer's sister-in-law, brother-in-law, spouses grandparent, or foster child, the officer shall be entitled to his or her next three (3) scheduled working days off with no loss of pay.
- 12.3 In the event of a death in the officer's aunt, uncle, nephew, niece and first cousins, the officer shall be entitled to his or her next scheduled working days off or the day of the funeral with no loss of pay.

ARTICLE NO. XIII – EDUCATION AND TRAINING

- 13.1 Except for probationary employees, all full-time and part-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.
- 13.2 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, up to and including termination, if the officer doesn't make immediate arrangements for said training.

ARTICLE NO. XIV – JOB STEWARDS

- 14.1 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.
- 14.2 Job Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business.
- 14.3 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.

ARTICLE NO. XV – GRIEVANCE PROCEDURE

- 15.1 A grievance is a dispute concerning the interpretation, application, alleged violation of the specific terms or provisions of this Agreement. Part time officers shall be permitted to file grievances. Any grievance arising between the Employer and the Union or an employee represented by the Union shall be settled in the following manner:
- A. STEP ONE - Within five (5) workdays of the date a grievance arises, the employee shall discuss the grievance with the Chief of Police and Borough Manager or. If the grievance is not resolved to the mutual satisfaction of the parties, then the grievance may be appealed by the Union 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.
 - B. 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.
 - C. 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 Pennsylvania Bureau of Mediation their desire to have that Service submit to the parties a panel of seven (7) arbitrators. Each of the arbitrators must reside in Western Pennsylvania. 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.
- 15.2 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.

15.3 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.

15.4 The arbitrator's decision shall be final and binding on all parties.

ARTICLE NO. XVI – INSURANCE AND PENSION

16.1 There shall be no change to the false arrest insurance, if any, currently provided by the Borough.

16.2 There shall be no change to the life insurance benefit, if any, provided by the Borough.

16.3 Medical Insurance. Officers shall contribute the following to the monthly premiums for the existing Medical Coverage. The Borough shall have the right to change to other comparable coverage's to achieve cost savings. Dental and vision coverage's shall remain the same, subject to the Borough's right to change to comparable coverage's to achieve cost savings.

Officers Contribution to Health Care

2020 = \$ 80.00 per month / 2021 = \$90.00 per month/ 2022 = \$100.00 per month

16.4 Pension

RETIREMENT: Police may retire at the age of fifty (50) provided they have twenty-five (25) years of police service with Pitcairn and all other requirements for early retirement under Act 600 have been met. Retirement benefits will be based upon the last Thirty-six (36) months of police service in accordance with the terms and conditions of the Pitcairn Police Pension Fund and Act 600.

WIDOW'S BENEFIT: Pitcairn agrees to provide a Widow's Benefit in accord with Act 138 and Act 600 as amended of Fifty (50%) Percent to a full time married police.

16.5 Team Legal: The Borough shall provide and pay the full cost of the Criminal and Civil Defense Insurance for all full and part-time officers. The cost of said insurance is currently \$86.88 per officer, each year and shall not increase above \$100.00 per officer, each year for the term of this Agreement.

ARTICLE NO. XVII - MISCELLANEOUS

17.1 Two (2) boxes of ammunition per scheduled qualifying shall be supplied to each police officer for practice to improve and maintain proficiency with a weapon he customarily carries on the job. Officers shall receive four (4) hours pay at their appropriate rate of pay for scheduled qualifying. The Employer shall also provide expenses for targets and instructor fees.

- 17.2 Officers may take their meals at their place of personal preference, within three (3) miles of the Borough border line.
- 17.3 When attending court or magistrate's hearings, officers shall be permitted to use one of the police cruisers, if available, for transportation.
- 17.4 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.
- 17.5 Leaves of absence shall not be granted unless such individual leave is approved by the Employer and the Union.
- 17.6 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.
- 17.7 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.
- 17.8 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.
- 17.9 SAFETY CLAUSE
- A. All full-time police officers shall be issued, at the expense of the Borough, a protective vest to be replaced every five (5) years or prior to the vest's expiration date - equal to a Level 3A. Part-time officers shall be issued a protective vest under similar circumstances, and must pay a minimum of \$100.00 per month towards the price of said vest. Any part-time officer who works a minimum of 1,000 hours with the Department shall be reimbursed any monies expended for said vest. All officers must wear vests at all times when on duty, and return said vest upon termination of employment.
- B. Also, mutual aid agreements shall be made with surrounding police departments for best efforts.
- C. 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.
- 17.10 Military Leave Each Officer shall be entitled to Military Leave in accordance with the

provisions of Pennsylvania and United States Law.

- 17.11 RESIDENCY: All new full-time officers hired on or after January 1, 2014 must reside in the Borough of Pitcairn.

ARTICLE NO. XVIII – POLICE OFFICERS BILL OF RIGHT

- 18.1 When an anonymous complaint is made against a police officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.
- 18.2 When a citizen complaint is filed, it must be done in writing, signed by the complainant and filed no later than thirty (30) days from the alleged event, unless the conduct alleged might also constitute a criminal offense.
- 18.3 An internal investigation must take place concerning said complaint and all parties, whether subject or witness, must be part of such investigation.
- 18.4 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.
- 18.5 Upon any interrogation of a police officer where written statements, transcripts, or mechanical records are made, a Union representative must be present if requested by the employee and a copy of the same must be given to the police officer without cost.
- 18.6 At the request of any police officer, he shall have the right to review his personnel file.
- 18.7 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.
- 18.18 All discipline shall be removed from an officer's personnel with two (2) years of the date the incident occurred that caused the discipline.

ARTICLE NO. XIX - 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 NO. XX - 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. XXI – DISCHARGE OR SUSPENSION

- 21.1 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 therefor.
- 21.2 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.
- 21.3 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.
- 21.4 Should it be proven that an injustice has been done 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 XV, within 10 days after the above notice of appeal is given to the Employer.

ARTICLE NO. XXII – 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. XXIII – 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 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 a monthly basis, in one check the total amount deduction 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. XXIV - 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 Pitcairn 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. XXV - 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, 2020 to and including December 31, 2022 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 _____, 2020.

Teamsters Local 205

Borough of Pitcairn

Carl A. Bailey
Secretary-Treasurer

Dona Galia
President, Borough Council

Date: _____

Date _____