

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE BOROUGH OF OAKMONT**

**AND**

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

**January 1, 2018**

**December 31, 2021**

**Police Officers/Uniformed Employees**

**AGREEMENT BY AND BETWEEN THE BOROUGH OF OAKMONT,  
ALLEGHENY COUNTY, COMMONWEALTH OF PENNSYLVANIA,  
AND TEAMSTERS LOCAL 249, REPRESENTING THE  
REGULAR POLICE OFFICERS OF THE BOROUGH OF OAKMONT**

Made and entered into between the **BOROUGH OF OAKMONT**, Allegheny County, Commonwealth of Pennsylvania (hereinafter the "Borough" or the "Employer"), and the **GENERAL TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION 249, a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS** (hereinafter the "Union").

**WITNESSETH:**

**WHEREAS**, the parties hereto are desirous of entering upon an Agreement as to wage rates, hours and other conditions of employment, and to do away with the possibility of strikes, boycotts, lockouts and the like.

**NOW THEREFORE**, the parties having engaged in collective bargaining pursuant to Act No. 111 of 1968 of the Commonwealth of Pennsylvania, acting by and through their duly authorized representatives, hereby agree to the following:

**ARTICLE I**

**PRELIMINARY STATEMENT**

A. **Police Officers:** The Borough of Oakmont is a political subdivision of the Commonwealth of Pennsylvania. The Police Department of the Borough of Oakmont consists of patrol officers, part-time patrol officers and Chief of Police. The Bargaining Unit herein consists of patrol officers and part-time patrol officers only, the Chief of Police not being part of the Unit. The term "Police officers" as used in this Agreement shall include all persons employed as regular police officers and part-time police officers (excluding the Chief of Police), so long as

the persons have been employed through the procedures established in conformity with the Police Civil Service Act.

B. **Borough:** The term "Borough" as used in this Agreement shall mean the Borough of Oakmont, and the Council, and the Mayor duly elected under the laws of the Commonwealth of Pennsylvania.

C. **Miscellaneous:** Nothing contained in this Agreement shall be construed to affect the provisions of law regarding appointment, suspension, reduction and discharge of police officers, as found in the provisions of the Police Civil Service Act.

## ARTICLE II

### PROCEDURE OF LAWS AND REGULATIONS

A. The public interest in the accomplishment of the purpose of the Police Department is paramount.

B. In the administration of all matters covered by this Agreement, officials and Employees are governed by the provisions of any existing or future laws and regulations, including the provisions of the *Borough Code* and *Code of the Borough of Oakmont*, and the policies set forth specifically in the personnel compensation plan and the personnel rules and regulations, said *Borough Code*, Ordinances and manuals being incorporated herein by reference to the same extent and in the same manner as if said *Borough Code*, Ordinances and manuals were set forth herein in detail. This Agreement is at all times to be applied subject to such laws, regulations and policies, and the provisions of said manuals, as the same now exist or as amended during the term herein.

C. **Residency Requirement:** Police officers of the Borough shall be permitted to reside within ten (10) air miles of the Police Department.

### ARTICLE III

#### MANAGEMENT RESPONSIBILITIES

A. **The Employer:** Except for limitations of other provisions of this Agreement, express or implied, there are functions, powers, responsibilities and authorities belonging solely to the Employer, prominent among which, but by no means wholly inclusive, are:

1. The hiring of Employees;
2. The advancement of police officers to higher ranks;
3. The determination of the number of men or women to be employed or retained in employment;
4. The scheduling of overtime and the determination of the amounts of overtime required;
5. The establishment and maintenance of standards of quality and performance;
6. The determination of Employees' competency;
7. The maintenance of discipline;
8. The determination of work to be performed;
9. The determination of the duties to be included in any job;
10. The elimination, change, and consolidation of jobs, departments or subdivisions, and therefore, the reduction of the work force because of lack of work or administrative reasons; and,
11. The suspension, demotion or discharge of Employees with just cause.

B. **The Mayor:** The Mayor shall continue to have full charge and control of the Chief of Police and the police force, and shall direct the time during which, the place where, and

the manner in which the Chief of Police and the police force shall perform their duties, and otherwise exercise the rights, powers and duties of the Mayor as set forth in the *Borough Code*, including, but not exclusively, the direction of the work force, the determination of operation of schedules, and the determination of the number of shifts to be worked.

C. **The Bargaining Unit:** The Employer agrees that in the exercise of its functions, powers, responsibilities and authorities, it shall take no action which is arbitrary or as a device to denude the Bargaining Unit for the purpose of undermining said Unit. Additionally, no letter of reprimand shall be used for disciplinary action after a period of five years.

#### ARTICLE IV

##### HOURS OF WORK

A. All police officers shall work eight consecutive hours, which shall constitute a day's work; 40 hours shall constitute a week made up of five consecutive eight hour days.

B. All police officers must remain within the Borough of Oakmont limits during their lunch period. If the privilege of said lunch period being included in the eight hour day is abused, the Borough of Oakmont shall have the right to discontinue this practice.

C. All police officers shall receive pay at the rate of time-and-a-half for all the time spent in excess of 40 hours in any work week. (For the purpose of this Agreement, the term, "work week" shall be defined as beginning with the last shift on Saturday.)

D. Police officers shall not work for compensation outside the Borough Government on jobs which are incompatible with Borough policy, or which may adversely affect a police officer's performance of his Borough responsibilities.

E. Shift assignments shall be made generally in recognition of seniority; however, for purposes of training or other valid causes, the Mayor may designate a specific shift

assignment. Such shift designations shall not under any circumstances be made for disciplinary purposes.

F. **Sergeants:** The Borough may establish up to two sergeant positions utilizing Civil Service procedures. The sergeants will be primarily assigned to the off-shifts and scheduled apart from the basic agreement as determined by the Chief of Police. The Chief of Police will initially determine which successful applicant will be assigned to which shift. In scheduling, the Chief of Police will rotate sergeants' schedules for a period of not less than one-month's duration, except for temporary circumstances such as in the absence of personnel, training requirements or other emergency conditions. The Chief of Police shall make every effort to provide at least two weeks' notice of the shift rotation. After the completion of the rotation, the sergeants shall return to their initial assignment.

## **ARTICLE V**

### **TIME SPENT IN COURT**

A. **Criminal Court:** It is recognized that police officers required to be in court for criminal cases are acting directly in the line of duty. As such, any police officer scheduled to be in court during his on-duty time shall be paid at the rate of \$7.50 per day.

1. The police officer shall be entitled to retain witness fees where they are provided in criminal cases.

2. If the time spent in Court is not during the eight hour shift scheduled for the police officer, he shall report to work as scheduled.

3. Since the time spent in Court for the prosecution of civil cases is not considered to be directly in the Law Enforcement Mandate within the Oakmont Police Department, this time spent in Court is not considered as time on duty.

**B. Court of Common Pleas and Magistrate Appearances:**

1. Off-duty police officers required to appear before the Court of Common Pleas, or before a District Magistrate, as a result of activities arising from their employment, shall be paid their hourly rate, as set forth in Article XVI of this Agreement. Police officers shall be permitted to retain any witness and mileage fees paid to them.

2. Before being entitled to payment for off-duty witness time, the police officer shall submit to the Employer a certification of time spent, attested to by a Common Pleas Court or District Magistrate official.

C. Police officers, required to appear as above stated, shall be paid a minimum of two hours for any court appearance and a minimum of one hour for any District Magistrate appearance.

**ARTICLE VI**

**GRIEVANCES**

For the purpose of this Agreement, the term "Grievance" shall mean any difference or dispute between the Borough of Oakmont and any regular police officer with respect to the interpretation, application of, compliance with, or any breach or violation of, any of the provisions of this Agreement.

**A. Procedure:**

1. Should a grievance arise between the Borough of Oakmont and a police officer, a regular police officer shall designate to the Borough Manager of the Borough of Oakmont a Grievance Committee composed of not more than three regular police officers, one of whom shall be designated as Chairman.

2. There shall be no suspension of work on account of such grievance, but the grievance shall be settled in accordance with the grievance procedure hereinafter set forth:

**Step 1:** Any regular police officer having a grievance shall first discuss the grievance with his superior in the chain of command.

**Step 2:** Should the decision of the superior be deemed unsatisfactory, the Employee may file a grievance, in writing, on a form agreed upon by the parties to this Agreement. Said grievance shall be filed with the Borough Manager of the Borough of Oakmont within 10 days after the police officer knew or should have known of the alleged occurrence.

**Step 3:** The grievance shall be considered in a meeting held within seven days thereafter by an authorized representative for Oakmont Borough Council, the Mayor, the Chairman of the Grievance Committee and the aggrieved police officer.

**Step 4:** The authorized representative for Borough Council and the Mayor shall, within 10 days of the grievance meeting, render a written decision, a copy of which shall be given to the aggrieved Employee and the Chairman of the Grievance Committee.

**Step 5:** A duly authorized representative of the Union shall meet with an authorized representative of Council and the Mayor in an effort to adjust the controversy. All parties shall have the right to present material evidence with regard to the grievance involved. The grievance shall be answered at the conclusion of the grievance meeting, or by a date mutually agreed to by the



parties. The Borough's decision, and the date of the decision, shall be recorded on the grievance form, a copy of which shall be given to the aggrieved Employee and his Union representative.

**Step 6:** In the event the dispute is not settled satisfactorily in the preceding steps, the Union may submit the grievance or dispute for a final and binding decision by an impartial umpire selected in the manner described as follows:

3. **Arbitration:**

**Step 1:** Any grievance that has been processed in accordance with the provisions of the preceding section of the Agreement, but not satisfactorily settled, shall be submitted by the aggrieved, in writing, to arbitration before an impartial arbitrator selected by mutual agreement of the parties.

**Step 2:** If within seven days after receipt of such written request, the parties are unable to agree upon an arbitrator, the Director of the Federal Mediation & Conciliation Service shall be requested to furnish a list of seven impartial arbitrators. The parties shall each alternately strike out one name until six names have been eliminated. The person whose name remains on the list shall be selected to act as the impartial arbitrator.

**Step 3:** The arbitrator shall submit his decision, in writing, and the decision of the arbitrator so rendered shall be final and binding upon the Employees involved and upon the parties to his Agreement. The fees and expenses of the arbitrator shall be borne in equal shares by the Borough of Oakmont and the Union (Teamsters Local 249).

B. Extension of time in each step of the grievance procedure shall be by mutual consent of the Borough of Oakmont and the Union.

C. The Borough of Oakmont shall not be obligated to pay any member of the Grievance Committee, the Chairman and/or aggrieved police officer for time spent in processing grievances, grievance meetings, or arbitration hearings if such meetings occur at a time other than scheduled shifts.

## ARTICLE VII

### Pension

A. Any police officer having 25 years of service, and having attained the age of 55 years, may retire and be entitled to a normal retirement benefit. Said police officer shall receive a monthly benefit payable until said police officer's death. The monthly benefit shall be an amount equal to 50% of the police officer's final monthly average salary, which shall mean the average monthly salary earned by the police officer, and paid by the Borough of Oakmont, during the final 36 months immediately preceding termination of active employment as an Employee of the Borough of Oakmont.

This 50% shall be comprised of pension benefits, exclusive of Federal Social Security, in accordance with the existing Pension Policy.

B. A Deferred Retirement Option Plan ("DROP") provision is attached to this Agreement as Exhibit A and will be added to the Oakmont Borough Police Pension Plan.

C. In accordance with the provisions of Oakmont Borough Ordinance No. 028-89, as amended, relative to the Establishment and Maintenance of the Police Pension, Annuity, Insurance and Benefit Fund or Funds, the benefits of the retirees shall be as follows:

1. **Refund of Contribution:**

a. A police officer of the Borough of Oakmont who withdraws from his employment prior to reaching the normal retirement age, or prior to having performed 12 years of service, and who is not otherwise entitled hereunder, shall be entitled to a refund of his total contributions;

b. A police officer who has completed 12 years of service, but who has not yet reached normal retirement age, withdraws from his employment, elects not to vest his pension, and is therefore not otherwise entitled hereunder, said officer shall be entitled to a refund of his total contributions.

2. **Vesting Option:**

a. A participating police officer of the Borough of Oakmont, in lieu of receiving a refund of his total contributions as provided in the above Section A, who has completed at least 12 years of service with the Borough of Oakmont, and who ceases to be a full-time police officer of the Borough of Oakmont for any reason other than death, retirement or service-connected disability, shall vest at his own option. Such vesting option must be exercised by the officer by filing a written notice of his intention to vest with the Borough Manager of the Borough of Oakmont within 90 days of the date he ceases to be a full-time police officer of the Borough of Oakmont.

b. A participating officer who exercises such an option shall be eligible, upon attainment of what would have been his normal retirement date had he continued to be a full-time police officer of the Borough of Oakmont, for a vested retirement benefit equal to the amount provided in Oakmont Borough

Ordinance No. 028-89, multiplied by a fraction, the numerator of which shall be the years of service completed by such police officer, and the denominator of which shall be the years of service which he would have completed had he continued as a full-time police officer of the Borough of Oakmont until his normal retirement date.

3. **Death:**

a. Pension benefits are to be provided to the widow or children under 18 years of age of a police officer who dies after having obtained eligibility to receive a normal retirement pension benefit, meaning the police officer was actually receiving a pension when he died, or that he was eligible by reason of age and service for retirement pension when he died.

b. The pension benefits may be provided to the spouse only if she has **not** remarried or died, and said benefits shall amount to one-half of the pension the officer was receiving, or would have been entitled to receive, had he been retired when he died.

4. **Service Increments:** Service increments in the amount of \$100.00 per month will be added to the Police Pension upon completion of 25 years of service, beginning with the 26th year of service. Service increments in the amount of \$200.00 per month will be added to the Police Pension upon completion of 26 years of service, beginning with the 27th year of service.

D. The parties agree that Article VII concerning pensions may be re-opened for negotiations in the event that the Legislature amends existing statutes or enacts any new statutes governing Police Pensions.

## ARTICLE VIII

### FUNDS FROM THE STATE TREASURER

Records of the sums received by the Borough Treasurer from the State Treasurer are to be applied to the police pension or police benefits and shall be made available to the Chairman of the Wage Police Committee of the police officers. Police officer contributions shall be in accordance with the following schedule:

2018	-	2.5%
2019	-	2.5%
2020	-	2.5%
2021	-	2.5%

## ARTICLE IX

### HEALTH CARE INSURANCE

The Borough of Oakmont will provide health care insurance through the *Western Pennsylvania Teamsters and Motor Carriers Welfare Fund*.

A. **Coverages:**

**Community Blue Flex Plan; Dental Plan Option; and Vision Plan Option.**

B. Effective January 1, 2018, the police officers will be responsible for ten (10%) percent of the overall premium for the plan selected by the employee. This contribution by the police officers will be capped at the following monthly maximums:

2018.....	\$175.00
2019.....	\$175.00
2020.....	\$175.00
2021.....	\$200.00

C. The Borough will provide a fully-paid confidential Employee Assistance Program for the officers and their families, over and above the health insurance plan set forth herein.

D. In the event that less expensive health care insurance rates become available for identical coverage, the Borough of Oakmont reserves the right to change health insurance carriers.

E. Post-Retirement:

For officers who retire on or after January 1, 2014 and before the signing date of this Agreement, the Borough will pay a monthly payment to the retiree equal to 90% of the total monthly cost of the health insurance premium then in effect for an active bargaining unit employee. This amount will continue to be paid to the retired employee for up to thirty-six (36) months after retirement or until the retiree becomes eligible for Medicare, whichever comes first – provided that if the retiree obtains equivalent coverage the Borough's obligation under this paragraph shall end.

For officers who retire after the date this Agreement is signed, the Borough will pay a monthly payment to the retiree equal to 90% of the total monthly cost of the health insurance premium then in effect for an active bargaining unit employee. This amount will continue to be paid to the retired employee for up to eighteen (18) months after retirement or until the retiree becomes eligible for Medicare, whichever comes first – provided that if the retiree obtains equivalent coverage the Borough's obligation under this paragraph shall end.

F. If an officer is eligible for disability or sick pay as set forth in this Agreement, they shall contribute that payment to the Borough.

## ARTICLE X

### LIFE INSURANCE

In addition to any health insurance benefits provided in Article IX, the Borough of Oakmont shall provide life insurance benefits in the amount of double their annual wage for all Employees who die while on active employment. The Borough of Oakmont will provide post-retirement life insurance in the amount of \$1,000.00 for police officers retiring after January 1, 1977.

## ARTICLE XI

### VACATIONS

A. Police officers shall be entitled to an annual paid vacation during the calendar year (between January 1 and December 31) based on the following schedule:

1. One year of service or more, but less than seven years of service, shall receive two weeks paid vacation;
2. Seven years of service or more, but less than 11 years of service, shall receive three weeks paid vacation;
3. Eleven years of service or more, but less than 25 years of service, shall receive four weeks paid vacation; and
4. Twenty-five years of service or more, shall receive five weeks paid vacation.

B. To be entitled to the above annual paid vacation, a police officer shall have worked 1520 hours (or 38 weeks) during the previous calendar year.

C. Police officers working less than 520 hours (or 13 weeks) during the previous calendar year shall not receive any vacation.

D. Police officers working more than 520 hours (or 13 weeks), but less than 1520 hours (or 38 weeks) during the previous calendar year, shall receive vacation pay in proportion to the 1520 hours (or 38 weeks) required.

E. Vacation hours earned during the previous calendar year shall be included in computing the hours worked in the preceding calendar year.

F. Time off due to an injury sustained in the course of duty that is covered by Workers' Compensation insurance for a period of one year from the date of such injury shall be included in computing the hours worked in the preceding calendar year.

G. Pay for vacations shall be computed at the police officer's regular weekly wage.

H. Any police officer who resigns without giving two weeks' notice, in writing, will forfeit any accrued vacation.

I. All vacations must be taken before the end of each calendar year. Vacations may not be postponed beyond the end of the current year, and any vacations not taken will be forfeited. However, in cases of emergencies, the Borough of Oakmont may request a police officer to accept vacation pay in lieu of time off. In such event, the Chairman of the Grievance Committee shall be notified of the Borough's decision.

J. Vacations shall be staggered so as to cause the least possible interference with police protection. Insofar as possible, the Mayor and Chief of Police will schedule the vacation of a police officer at a time which suits the police officer.

K. For purposes of Article XI, Sections L and M, "Police Officer" and "Bargaining Unit" are defined as including the patrol officers, but excluding the Chief of Police based on prior agreements.



L. Selections for vacation shall be made between January 1 and January 31 of each year.

1. Selection of vacations shall be made according to seniority with each police officer selecting up to two weeks in each round. The selections shall be made by each police officer according to his seniority within three working days of January 1 of each year, and continue with each police officer making his selection within three working days from the last pick, and so on until all officers have selected vacation.

2. The requirement that each officer make his selection within three working days from the last pick is applicable only if that officer is on duty.

3. Failure of any officer to make the selections as set forth above will permit the next senior officer to select any open vacation periods, and said officer shall relinquish his selection in that round until completion of all picks of all officers within that round.

M. Police officers are permitted to select two weeks of vacation in increments of single days. If chosen the following restrictions shall apply:

1. The individual days will be picked after the Bargaining Unit has selected all the weekly vacation periods.

2. Any weekly vacation selection will have preference over a single vacation day regardless of rank or service.

3. No police officer will pick a single vacation day in the same period as a weekly selection if hours to be off are concurrent.

4. Single vacation days must be picked prior to the first day of the month in which they are to be taken so as to facilitate scheduling.

N. Police officers shall be entitled to sell back one week of vacation each calendar year.

## **ARTICLE XII**

### **SICK LEAVE**

A. **General:** Sick leave with pay shall be granted as prescribed herein for the following reasons:

1. Physical incapacity not incurred in the line of duty, except for an incapacity incurred while engaged in outside employment; and

2. Personal illness.

B. **Eligibility for Sick Leave:** The following police officers shall be eligible for sick leave:

1. Regular full-time police officers;

2. Employees not listed herein shall not be eligible for sick leave.

C. **Sick Leave Allowance and Administration:** Sick Leave shall be administered in the following manner:

<b><u>Length of Service</u></b>	<b><u>Full Pay</u></b>	<b><u>2/3rds Pay</u></b>
Under 1 year	2 weeks	-0-
1 year up to and including 5 years	1 month	plus 5 months
6 years up to and including 10 years	2 months	plus 4 months
11 years up to and including 15 years	3 months	plus 3 months
16 years or more	6 months	plus 6 months

1. The period allowed is total time for 2.5 years for all occurrences.
2. If the illness is of such nature that the police officer would be permitted to return to work on a part-time basis, he will be considered on sick leave and governed by the above schedule, until full-time employment is resumed.
3. Any police officer who has lost time due to a service-connected illness or injury, and is entitled to receive Workers' Compensation, must return to the Borough of Oakmont all such compensation payments in order to benefit from the above schedule of payments to be made by the Borough of Oakmont. In no event will a police officer be permitted to receive both compensation payment and wage continuation from the Borough of Oakmont.

D. **Doctor's Certificate:** The Borough of Oakmont may require a police officer to produce a physician's certification of illness for each period of illness of one day or more after that police officer has used two sick days in any one year. The Borough of Oakmont may exercise its right to require physician's certification of illness after two days as above stated, with such frequency and from such individual police officers it believes to be necessary to meet the problems of abuse of sick leave.

## **ARTICLE XIII**

### **BEREAVEMENT PAY**

A. Each police officer shall be entitled to a leave of absence of three days at his regular wage if there is a death in his immediate family or the immediate family of his spouse. "Immediate family" shall be defined as: mother, father, sister, brother, children, husband or wife. The maximum leave for bereavement in immediate family shall in all cases be three days, with no more than one day after day of interment.

B. Each police officer shall be entitled to a leave of absence of one day for death of anyone else in his or her wife's family, up to and including the death of a first cousin. Bereavement leave of one day for other relatives (up to and including a first cousin) is restricted to the day of interment.

C. In no event shall a police officer be paid any bereavement pay, as so computed, that falls during vacation, holiday or any time-off duty.

## **ARTICLE XIV**

### **HOLIDAYS**

A. The following days shall be observed as holidays:

New Year's Day	Independence Day
Veterans Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Martin Luther King, Jr.	

B. Every regular police officer will receive nine days of holiday pay in addition to his basic wage; however, he must work the last scheduled work day before, and the first scheduled work day after such holiday, as an eligibility requirement.

C. An officer working on a holiday may elect to have another day off in lieu of holiday pay as compensation. To facilitate scheduling and to qualify for said holiday, the officer must notify the Chief of Police fourteen (14) days prior to the scheduled day off work and, if in the determination of the Chief of Police the needs of the Department permit it, the day will be scheduled. The officer must use any floating holiday within six (6) months of the holiday worked.

## **ARTICLE XV**

### **EQUIPMENT AND TRAINING**

#### **A. Uniform Allowance:**

1. The Borough of Oakmont shall provide a uniform allowance of \$400.00 to any new police officer, upon commencement of employment.

2. The Borough of Oakmont shall also pay to each police officer an annual uniform allowance of \$550.00.

3. All police uniforms will remain the property of the Borough of Oakmont and shall be returned upon leaving Police Department service.

B. **Accessories:** Guns, ammunition and other necessary police accessories shall be provided by the Borough of Oakmont.

C. The Borough will provide bulletproof vests for the full-time officers.

D. The Borough will provide a fully-paid annual membership for each full-time officer to the Logan's Ferry Gun Club for the first year of this Agreement. The Borough will

also provide 200 rounds of ammunition for use at the Gun Club to each full-time officer for the Department-issued sidearm. The renewal of the annual membership and the provision of ammunition for the remaining years of this Agreement is contingent upon all of the full-time officers using all of the ammunition provided them during each calendar year.

## **ARTICLE XVI**

### **WAGES**

#### **A. Patrol Officer:**

1. Effective January 1, 2018, the basic annual salary of each police officer shall be \$80,111.91 or \$38.52 per hour.
2. Effective January 1, 2019, the basic annual salary of each police officer shall be \$82,314.99 or \$39.57 per hour.
3. Effective January 1, 2020, the basic annual salary of each police officer shall be \$84,784.44 or \$40.76 per hour.
4. Effective January 1, 2021, the basic annual salary of each police officer shall be \$87,327.98 or \$41.98 per hour.

#### **B. Sergeants**

1. Effective January 1, 2018, the basic annual salary of each Sergeant shall be \$86,520.87 or \$41.60 per hour.
2. Effective January 1, 2019, the basic annual salary of each Sergeant shall be \$88,900.20 or \$42.74 per hour.
3. Effective January 1, 2020, the basic annual salary of each Sergeant shall be \$91,567.20 or \$44.02 per hour.

4. Effective January 1, 2021, the basic annual salary of each Sergeant shall be \$94,314.22 or \$45.34 per hour.

## **ARTICLE XVII**

### **LONGEVITY PAY**

Police officers shall receive longevity pay according to the following schedule:

- A. Upon completion of five years of continuous service, each police officer shall receive \$20.00 per month for the next five years of continuous service.
- B. After 10 years of continuous service, each police officer shall receive \$35.00 per month for the next five years of continuous service.
- C. After 15 years of continuous service, each police officer shall receive \$50.00 per month for the next five years of continuous service.
- D. After 20 years of continuous service, each police officer shall receive \$65.00 per month for the next five years of continuous service.
- E. After 25 years of continuous service, each police officer shall receive \$80.00 per month for the next five years of continuous service.
- F. After 30 or more years of continuous service, each police officer shall receive a maximum of \$88.00 per month.

## **ARTICLE XVIII**

### **CALL-IN PAY**

- A. A police officer called in to work on a non-scheduled day, shift or period shall be paid for a minimum of two hours work, even though the actual time worked is less than two hours.

B. Call-in hours may or may not be paid as overtime depending upon the hours worked by the particular officer during the work week.

## ARTICLE XIX

### EDUCATIONAL INCENTIVE

A. Each police officer who is able to secure the Degree of Associate in Administration of Justice or Criminal Justice, and who acquires not less than 60 college level credits shall thereupon be entitled to a special salary increment calculated at the rate of \$150.00 per calendar year, payable monthly.

B. Each police officer who is able to secure the Degree of Bachelor in Administration of Justice or Police Science, and who acquires not less than 120 college level credits shall thereupon be entitled to a special salary increment calculated at the rate of \$300.00 per calendar year, payable monthly.

C. 1. The Borough will provide \$3,000.00 annually in each year of this Agreement to reimburse full-time officers to use to further their college level education. If more than one (1) officer elects to take college level courses in the same calendar year, those officers will divide the \$3,000.00 equally regardless of the course load taken by each officer. If part or all of the \$3,000.00 annual allocation goes unused, it will be carried over to the succeeding year and added to the \$3,000.00 allocation for that year.

2. Any officer taking college level courses qualifying for reimbursement will notify the Chief of Police in writing of his course selections. The Chief will approve or disapprove the course selections based on the needs of the Department. Courses needed to complete a degree in Administration of Justice or its equivalent will be approved routinely.



3. To qualify for reimbursement of tuition, books and related costs, the participating officer must complete the course(s) taken with a grade of "B-" or higher. Reimbursement will in no case exceed eighty (80%) percent of the total expenses incurred.

## **ARTICLE XX**

### **SALARIES FOR NEWLY-HIRED OFFICERS**

A. All full-time police officers hired after January 1, 2008 and prior to January 1, 2014, shall be paid an annual starting salary of \$12,000.00 less than the basic annual salary of regular police officers.

**B. Anniversaries:**

1. On the first anniversary of said officer's employment, his annual salary shall be raised to \$9,000.00 less than the then current basic annual salary of regular police officers.

2. On the second anniversary of said officer's employment, his annual salary shall be raised to \$6,000.00 less than the then current basic annual salary of regular police officers.

3. On the third anniversary of said officer's employment, his annual salary shall be raised to \$3,000.00 less than the then current basic annual salary of regular police officers.

4. On the fourth anniversary of said officer's employment, his annual salary shall be equal the then current annual salary of regular police officers.

C. All full-time police officers hired after January 1, 2014, shall be paid an annual starting salary of \$15,000.00 less than the basic annual salary of regular police officers.

**D. Anniversaries:**

1. On the first anniversary of said officer's employment, his annual salary shall be raised to \$12,000.00 less than the then current basic annual salary of regular police officers.

2. On the second anniversary of said officer's employment, his annual salary shall be raised to \$9,000.00 less than the then current basic annual salary of regular police officers.

3. On the third anniversary of said officer's employment, his annual salary shall be raised to \$6,000.00 less than the then current basic annual salary of regular police officers.

4. On the fourth anniversary of said officer's employment, his annual salary shall be raised to \$3,000.00 less than the then current basic annual salary of regular police officers.

5. On the fifth anniversary of said officer's employment, his annual salary shall be equal the then current annual salary of regular police officers.

E. The Borough of Oakmont shall have the option, at its sole discretion, to pay to any police officer a salary higher than the salary called for at any step provided in the above paragraph, but not higher than the then current basic annual salary of regular police officers, if in the sole discretion of the Borough of Oakmont, said newly hired officer's prior police experience justifies the higher salary level.

## **ARTICLE XXI**

### **PERSONAL DAYS**

- A. Police officers shall receive five paid personal days per year.
- B. Except for bona fide emergency, police officers will be required to give 48 hours' notice prior to taking a personal day.

## **ARTICLE XXII**

### **OFFICER-IN-CHARGE**

A. In the event the Chief of Police and/or Sergeant is not actively supervising police officers, the senior police officer on duty (or in the event only one police officer is on duty, that officer), shall be designated as Officer-in-Charge (hereinafter "OIC").

B. In addition to the regular salary of the police officer acting as OIC, he shall be paid an additional six and one-half (6-1/2%) percent of the average hourly rate, as set forth in Article XVI of this Agreement.

C. No payment shall be made for any OIC time unless the unsupervised period exceeds four hours. The unsupervised period shall mean that continuous period of time during which no supervisor is supervising the police officers. It is not material whether the unsupervised period extends across work shifts or whether OIC duty is performed by one or more police officers. As long as a period in excess of four hours results in police officers not being supervised by the Chief of Police and/or Sergeant, OIC payment shall be paid to the police officer, or officers, performing the OIC function.

## ARTICLE XXIII

### PART-TIME OFFICERS

Part-time officers, as recognized in this Agreement, are officers employed by the Borough of Oakmont who may work for periods of less than eight hours in any one day, or less than 40 hours in any one week. Part-time officers shall only be entitled to wages, personal days, unpaid leave and credit counseling (Article XXV), as well as any other benefits set forth in this Article, and no other benefits under the provisions of this Agreement.

#### A. **Wages:**

Effective January 1, 2018, the hourly wages of part-time officers shall be as follows:

Newly hired	\$15.73
After six months service	\$17.04
After one year of service	\$18.36
After 18 months of service	\$19.67

Effective January 1, 2019, the hourly wage of part-time officers shall be as follows:

Newly hired	\$16.16
After six months service	\$17.50
After one year of service	\$18.87
After 18 months of service	\$20.21

Effective January 1, 2020, the hourly wage of part-time officers shall be as follows:

Newly hired	\$16.65
After six months service	\$18.03
After one year of service	\$19.43
After 18 months of service	\$20.81

Effective January 1, 2021, the hourly wage of part-time officers shall be as follows:

Newly hired	\$17.15
After six months service	\$18.57
After one year of service	\$20.02
After 18 months of service	\$21.44

**B. Extra Details Reimbursed/Paid by Third Party**

For extra details which are reimbursed/paid by a third party, part-time officers shall be paid at the following hourly rates:

2018: \$30.00
2019: \$35.00
2020: \$37.50
2021: \$40.00

**C. Personal Days:**

1. Part-time police officers hired before the date of ratification with more than one year of service shall receive three paid personal days per calendar year. Each calendar year thereafter, said part-time officer shall continue to receive the three paid personal days provided that said officer works an average of 24 hours per week over the course of the year (1248 hours per year). Part-time officers eligible to receive paid personal days shall have the ability to sell back their personal days each year.

Part-time officers hired after the date of ratification shall not be eligible to receive personal days.

2. Seventy-two hours advance notice must be given before taking a personal day.

C. Part-time officers will be entitled to a one (1) week period of unpaid leave. This will be taken with two (2) weeks prior notice to the Chief of Police who will determine if the needs of the Department allow the unpaid leave to be taken in the desired period. In no case shall the part-time officer take this leave after December 15th of any calendar year.

D. Part-time officers will receive time and one-half of their regular rate of pay for all hours actually worked on the holidays listed in this Agreement.

E. The Borough agrees to reimburse part-time police officers for the purchase of a bulletproof vest upon providing receipts after the part-time officer has completed six (6) months of service with the Borough. The Borough will provide new bulletproof vests for part-time officers every five (5) years.

#### **ARTICLE XXIV**

##### **FALSE ARREST INSURANCE**

The Employer shall provide False Arrest Insurance to the police officers for arrests made in pursuance of their duties in an amount equal to such insurance protecting the Employer itself.

#### **ARTICLE XXV**

##### **CREDIT CHECKS**

A. All officers (full and part-time) shall undergo one (1) credit check during the term of this Agreement. This credit check will be conducted by Attorney John Donovan at a cost not to exceed Twenty (\$20.00) Dollars per credit check.

B. The purpose of this credit check will be only to identify any officer who has a basic credit score of less than 550. Any officer having a score less than 550 will be referred to a confidential Employee Assistance Program for credit counseling.

C. The cost of any counseling program, and the cost of the credit check, as well as any fee Attorney Donovan may charge, will be paid in full by the Borough.

D. The Borough shall in no event have access to the name of any officer referred to the counseling program or their individual credit scores.

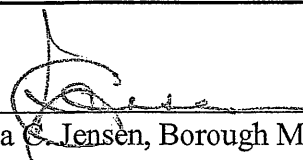
## **ARTICLE XXVI**

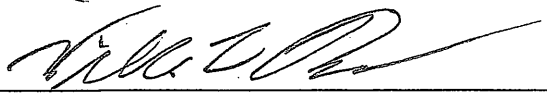
### **TERMINATION**

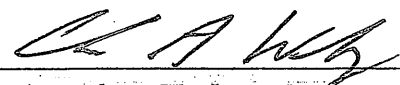
A. This Agreement shall be in effect commencing January 1, 2018, except as otherwise herein provided, and shall expire at midnight, December 31, 2021.

B. IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the hands of its proper officers and its corporate seal to be affixed hereto this 14<sup>th</sup> day of February, 2018

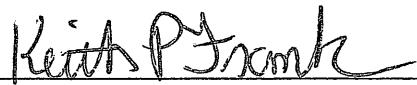
#### **BOROUGH OF OAKMONT**


  
\_\_\_\_\_  
Lisa C. Jensen, Borough Manager

  
\_\_\_\_\_  
William Benusa, Borough Council President

  
\_\_\_\_\_  
Christopher Whaley, Mayor

#### **TEAMSTERS LOCAL UNION 249**

  
\_\_\_\_\_  
Business Agent

  
\_\_\_\_\_  
Union Steward

## **Exhibit A**

### **Oakmont Borough Police Pension Plan Deferred Retirement Option Plan ("DROP")**

#### **Section 1: Definitions**

**DROP** – The Deferred Retirement Option Plan is created as an optional form of benefit under the existing Oakmont Borough Police Pension Plan.

**Subsidiary DROP Participant Account** – A separate, interest-bearing, ledger account in the pension trust fund established to accumulate the DROP pension benefit for a DROP participant.

**Member** – A full-time Oakmont Borough Police Officer covered by the Plan.

**Participant** – A Member who is eligible for normal retirement pursuant to the Plan and who has elected to participate in the DROP.

**Plan** – The Oakmont Borough Police Pension Plan.

#### **Section 2: DROP Provisions**

A. **Eligibility** – Effective January 1, 2018, full-time police officers employed in the Oakmont Borough Police Department that have not retired prior to the implementation of the DROP, may enter into the DROP at any time after said employee has attained the age of fifty-five (55) with twenty-five (25) years of service with the Oakmont Borough Police Department.

B. **Written Election** – An eligible Member of the Plan electing to participate in the DROP must complete and execute a "DROP Election Form" prepared by Oakmont Borough, which shall evidence the Member's participation in the DROP and document the Participant's rights and obligations under the DROP. The form must be signed by the Member and notarized, then submitted to Oakmont Borough at least thirty (30) days prior to the date of which the member wishes the DROP election to be effective. The DROP Election Form shall include an irrevocable notice to the Borough that the Member shall terminate from employment with the Oakmont Borough Police Department effective on a specific date ("resignation date") no later than twenty-four (24) months from the effective date of the DROP election. The DROP election form shall also include an agreement to forego: (i) active membership in the retirement system; (ii) any growth in the salary base used for calculating the regular retirement benefit; and (iii) any additional benefit accrual for retirement purposes, including length-of-service increments. An officer shall cease work as an Oakmont Borough Police Officer on the officer's resignation date. In addition, all retirement documents required by the Police Pension Plan Administrator must be filed and presented to the Borough for approval of retirement and commencement of the monthly pension benefit. Once the retirement application has been approved by the Police Pension Administrator, it shall become irrevocable.



After a Member enters the DROP program, contributions to the pension plan by the Participant and the Borough on behalf of the participant will cease, and the amount of the monthly benefits will be frozen except for any applicable cost-of-living adjustment (COLA) increases awarded to all pension recipients.

Members shall be advised to consult a Tax Advisor of their choice prior to considering participating in the DROP as there may be serious tax implications and/or consequences to participating in the DROP.

C. Limitation on Pension Accrual – After the effective date of the DROP election, the Participant shall no longer earn or accrue additional years of continuous service for pension purposes.

D. Benefit Calculation – Upon receipt of a Participant's Election form to participate in DROP, the Employer shall calculate the Normal Retirement Benefit based on the Employee's Years of Aggregate Service and Average Monthly Compensation as of the Participant's DROP Participation date. The monthly benefit shall be fixed at that time for the duration of the DROP participation and for the rest of the retiree's life thereafter. For all plan purposes, continuous service of a Member participating in the DROP shall remain as it existed on the effective date of the commencement of participation in the DROP. Service thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Oakmont Borough Police Pension Plan. Earnings or increases in earnings after the effective date of commencement of participation in the DROP shall not be recognized or used for the calculation or determination of any benefits payable by the Plan.

E. Payments to Subsidiary DROP Participant Account – A Subsidiary DROP Participant Account shall be established as an interest-bearing ledger account in the pension trust fund in the name of the DROP Participant for purposes of accumulating DROP Retirement Benefits during DROP Participation. The account balance shall be accounted for separately but need not be physically segregated from other pension trust fund assets. Whether or not a Subsidiary DROP Participant Account is physically segregated from other trust fund assets shall be at the discretion of the Plan Administrator. Starting with the calendar month following the DROP Participation Date, the amount of the DROP Retirement Benefit shall be credited to the DROP Participant's Subsidiary DROP Participant Account each month during the DROP Participation. The Subsidiary DROP Participant Account shall be held in trust for the exclusive benefit of DROP retired members who are or were DROP participants and for the beneficiaries of the members. Interest shall be credited to the Subsidiary DROP Participant Account. The rate of interest shall be the actual rate of return on the Subsidiary DROP Participant Account, but shall never be less than zero percent (0%) nor shall it be higher than four and one-half percent (4.5%) per year.

F. Early Termination – A DROP Participant may change the DROP termination date to an earlier date and no penalty shall be imposed for early termination of DROP participation. Notice should be provided to the Borough at least sixty (60) days prior to any such early termination, unless the reason for the early termination is due to a Total and Permanent Disability. Upon either early or regular termination of DROP participation, the DROP Participant shall be

separated from employment with the Borough and the Plan shall pay the balance in the DROP Participant's Subsidiary DROP Participant Account to the terminating Participant as provide in Section G. The DROP Participant shall be ineligible to re-enroll in the DROP thereafter even if the former DROP Participant is re-employed by the Borough. The Participant shall not be permitted to make any withdrawals from the Subsidiary DROP Participant Account until DROP Participation has ended.

G. Payout – Upon the termination date set forth in the DROP Election Form or on such date as the Participant withdraws or is terminated from the DROP, the normal retirement benefits payable to the participant (or the participant's beneficiary, if applicable) shall be paid directly to the participant (or beneficiary, if applicable) and shall no longer be credited to the Subsidiary DROP Participant Account. Within forty-five (45) days following the actual termination of the participant's employment with Oakmont Borough, the accumulated balance in the Subsidiary DROP Participant Account shall be paid to the participant in a single lump-sum payment. At the option of the participant, such payment shall be made either in cash, subject to any federal withholding as may be required, or as a direct rollover to an Individual Retirement Account (IRA) or other qualified retirement account as permitted by law. If the participant selects the rollover option, he or she must also submit the appropriate paperwork from the IRA or other qualified retirement plan custodian within twenty (20) days following termination or within the required election period, whichever is shorter. If the Participant, Participant's survivor or beneficiary fails to elect a method of payment within sixty (60) days after the Participant's termination date, the Borough shall pay the balance as a lump-sum to the Participant.

Following termination of DROP participation, the subsequently paid normal retirement benefits payable to the Participant, Participant's survivor or the Participant's beneficiary shall no longer be credited to the Subsidiary DROP Participant Account but shall be distributed monthly pursuant to normal Plan rules.

Following termination of DROP participation, the DROP Participant shall be ineligible to re-enroll in the DROP thereafter even if the former DROP Participant is re-employed by the Employer.

H. Disability During DROP – If a Participant becomes eligible for a disability pension benefit and terminates employment, the monthly normal retirement benefit to the DROP participant shall terminate.

I. Death – A DROP Participant's eligibility to participate in the DROP terminates if the DROP Participant dies. The monthly benefit create to the Participant's Subsidiary DROP Participant Account during the month of the Participant's death shall be the final monthly benefit for DROP Participation. If a Participant dies before the Subsidiary DROP Participant Account balance is paid, the Participant's surviving spouse or beneficiary shall have the same rights as the Participant to withdraw the Subsidiary DROP Participant Account balance. Except for those benefits specifically payable as a result of death incurred in the course of performing a hazardous public duty, the survivors of a DROP Participant who dies shall not be eligible to receive retirement system death benefits payable in the event of the death of an active member. The

DROP participant's survivor shall be eligible to receive retirement system death benefits normally payable in the event of the death of a retired employee.

J. Amendment – Any amendments to the DROP Ordinance shall be consistent with the provisions covering deferred retirement option plans set forth in any applicable collective bargaining agreement or state or federal law, and shall be binding upon all future Participants and upon all Participants who have balances in their Subsidiary DROP Participant Accounts.

Section 3: Effective Date

The effective date of the DROP will be January 1, 2018.

Section 4: Severability

The provisions of this Ordinance shall be severable, and if any of its provisions shall be held to be unconstitutional or illegal, the validity of any of the remaining provisions of this Ordinance shall not be affected thereby.

Section 5: State Law

This Ordinance has been drafted to comply with the terms and provisions of Act No. 44 of 2009, 53 P.S. §895.1101-895.1131. In the event that any such terms are deemed to conflict with the mandates of Act 44 as it shall be amended from time to time, this Ordinance shall be amended in order to meet the mandatory compliance so long as the individual legal rights of members and DROP Participants are not adversely affected.



# BOROUGH OF OAKMONT

(412) 828-3232

767 FIFTH STREET

OAKMONT, PA 15139-1524

POLICE (412) 826-1578

FAX (412) 828-3479

[www.oakmontborough.com](http://www.oakmontborough.com)

MEMBERS OF COUNCIL  
PATRICIA FRIDAY, PRESIDENT  
LEAH POWERS, VICE PRESIDENT  
CARRIE LEWIS DELROSSO  
NANCY RIDE  
SOPHIA FACAROS  
LINDSEY OSTERHOUT  
DAVE BRANKLEY

BOROUGH MANAGER  
SCOT E. FODI

SOLICITOR  
KATE DIERSEN

MAYOR  
CHRISTOPHER WHALEY

CHIEF OF POLICE  
MICHAEL J. FORD

## Memorandum of Understanding

This Memorandum of Understanding, ("MOU"), is made by and between the Borough of Oakmont ("Employer") and the International Brotherhood of Teamsters, Local Union 249, ("Union").

### WITNESSETH:

WHEREAS, The Employer and the Union have a Collective Bargaining Agreement in place for the period of January 1, 2018 to December 31, 2021 ("CBA"); and

WHEREAS, the CBA constitutes the status quo with respect to wages for both full-time and part-time officers; and

WHEREAS, in order to retain the most qualified candidates, the Employer wishes to increase the rate for part-time officers, starting in 2020, and the Union is amenable to such changes; and

WHEREAS, the CBA sets the requirements for officers taking personal days; and

WHEREAS, the Union has requested that the notice required for personal days be amended, and the Employer is amenable to such changes;

NOW THEREFORE, the Employer and Union agree to amend Article XXI, Section B, and Article XXIII, Section A of the CBA as follows:

1. Article XXI, Section B, shall read:

B. Except for bona fide emergency, police officers will be required to give 24 hours' notice prior to taking a personal day.

2. Article XXIII, Section A, shall be amended to change the hourly wages of part-time officers effective January 1, 2020 and January 1, 2021, and shall read as follows:

Effective January 1, 2020, the hourly wage of part-time officers shall be as follows:

Newly hired	\$22.66
After six months service	\$24.04
After one year of service	\$25.45
After 18 months of service	\$26.83



Effective January 1, 2021, the hourly wage of part-time officers shall be as follows:

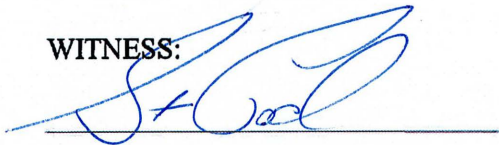
Newly hired	\$23.34
After six months service	\$24.76
After one year of service	\$26.21
After 18 months of service	\$27.64

3. This MOU cannot set "precedent" or create "past practices." Nothing contained in this agreement should be construed as diminishing or in any way reducing any benefits of any kind already provided by the operation of the collective bargaining agreement or past practices between the parties.

Unless addressed herein, all other terms and conditions of the collective bargaining agreement shall remain unchanged.

INTENDING TO BE LEGALLY BOUND, the parties have duly executed this Agreement on the date set forth.

WITNESS:



Dated:

2-21-2020

BOROUGH OF OAKMONT

By:

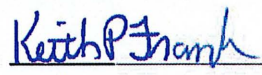
  
Mayor

By:

  
Council President

GENERAL TEAMSTERS, CHAUFFERS AND  
HELPERS LOCAL UNION 249, a/w INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

By:

 Vice President  
1/30/2020

Dated: \_\_\_\_\_