

**AGREEMENT**

THIS AGREEMENT, made and entered into this 31 day of December, 2018, by and between THE BOROUGH OF WEST VIEW (hereinafter called "Borough") and

THE POLICE EMPLOYEES OF THE BOROUGH OF WEST VIEW (hereinafter called "Police Officers and/or Officers") acting through their duly elected collective bargaining representative, the West View Police Association;

**WITNESSETH:**

WHEREAS, the Borough and the Officers have engaged in collective bargaining in accordance with the terms of the Act of June 24, 1968, P.L. 237, No. 111, 43 P.S. Section 217.1 et. seq., ("Act. 111" hereinafter); and

WHEREAS, the Borough and the Officers have arrived at a settlement of their differences, as set forth herein;

NOW, THEREFORE, in consideration of the covenants contained herein, and intending to be legally bound hereby, the parties hereto do covenant and agree as follows:

**ARTICLE I - AUTHORITY, RECOGNITION AND REPRESENTATION**

1. Pursuant to Act 111, the Officers did designate the undersigned, West View Police Association to bargain collectively with the Borough concerning the terms and conditions of their employment, including compensation, hours, working conditions, retirement, pension and other benefits.
2. The Borough, pursuant to the authority of Act 111, did name and appoint its representative for the conduct of collective bargaining with the Police Officers.
3. Pursuant to the authority of Act 111 and the collective bargaining process conducted thereunder, the parties hereto have resolved the matters of employment and the relationship between the Officers and the Borough.
4. Subject to the limitations contained in this Agreement, in all pertinent State and Federal Laws, and in all Civil Service Rules and Regulations, the management of the work of the Police Department, the direction of the working force, the assignment of Officers to specific duties and the right to hire and discharge for just causes are vested exclusively in the Borough and this right shall not be abridged. The number of Officers to be employed and the number and classification of Officers required to participate in any of the work of the Police Department of the Borough of West View shall be at the sole discretion of the Borough. The fact that certain job classifications and pay rates are established does not mean that the Borough must employ Police Officers for any or all such classification, unless the Borough has need of such Police Officers. All management rights as set forth in this Section are subject to the grievance procedures set forth hereunder.
5. The Borough will not utilize Part-Time Officers for the purpose of reducing staffing below nine (9) Full-Time Officers, including the Chief of Police. This special provision will terminate following the Term of this Agreement, or any extension thereof, unless specifically negotiated or arbitrated into a successor Agreement.

## **ARTICLE II - GRIEVANCE PROCEDURES**

1. A "Grievance" shall mean any difference or dispute between the Borough and any Officer with respect to the meaning, interpretation, claim or breach or violation of any part of the provisions of this Agreement.
2. The proper parties to any grievance shall be the Borough and any Officer who has filed the grievance.
3. All grievances shall be resolved in the following manner: Notice in writing by the complaining employee stating in detail the grievance shall be served on the Borough. Such notice may include a designation of the person representing the grievant, if the grievant is not representing themselves. Within ten (10) working days of receiving the grievance, the Borough shall name a representative authorized to discuss the grievance. The Borough's representative and grievant and/or their representative shall immediately commence discussions for the purpose of resolving the grievance.
4. In the event the grievance is not so resolved to the satisfaction of all parties within fifteen (15) working days of the appointment of the Borough's representative, the grievance shall be submitted to binding arbitration in accordance with the procedures set forth in Section 4(b), 6 and 7 of Act 111. The parties agree that their respective arbitrators may also serve as their representatives during the arbitration.
5. The award of the arbitration panel shall be final and binding and not subject to review except to the extent allowed under Act 111.
6. The arbitrator shall have no power to alter, amend, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a misinterpretation, misapplication, breach or violation of this Agreement, and prescribe the remedy therefore.
7. In the event that any of the procedures specified in Paragraphs 4 through 6 hereof are held to be unenforceable or unlawful by any Court of competent jurisdiction, arbitration of all grievances shall proceed in accordance with Chapter 73A of the Pennsylvania Judicial Code, as amended (42 Pa.C.S.A. Section 7301 et. seq.), with an arbitrator to be obtained through the auspices of the American Arbitration Association and selected from a list of seven names. Starting with the Borough, each party shall alternately strike one name, and the last remaining name shall be the Arbitrator.
8. Nothing contained herein shall be construed as a waiver by either party hereto of any of the remedies available to either party at law or in equity including, but not limited to, existing Civil Service Statutes, Regulations and Rules.

### **ARTICLE III - SALARIES**

1. Each Full-Time Officer employed as of January 1, 2019 shall receive a base annual wage in accordance with the following schedule:

	2019	2020	2021
Top Patrol Officers	\$78,977.60 \$37.97/hour	\$81,346.93 \$39.11/hour	83,789.26 \$40.28/hour
Sergeants	\$83,803.20 \$40.29/hour	\$86,317.30 \$41.50/hour	\$88,909.60 \$42.75/hour
Lieutenant	\$89,315.20 \$42.95/hour	\$92,016.08 \$44.24/hour	\$94,779.78 \$45.57/hour

2. On any shift wherein either the Chief, Lieutenant or Sergeants are not scheduled to work, the most senior Patrol Officer shall be the Officer-In-Charge and shall be compensated at the rate of an additional eighty cents (80¢) per hour.
3. New Officers hired on or after January 1, 2014 shall be paid sixty percent (60%) of the salary of the Top Patrol Officer. After one year of service, a newly hired Officer shall be paid seventy percent (70%) of the salary of a Top Patrol Officer, after two years seventy-five percent (75%), after three years eight percent (80%), after four years eighty-five percent (85%), after five years ninety percent (90%), and after six years one hundred percent (100%).
4. The salary set forth above for the Lieutenant and Sergeants may be increased during the term of this Agreement, in any amount determined by the Borough. The decision to do so shall remain within the sole discretion of the Borough.
5. In addition to the basic salary rates set forth above, the Police Officers shall be entitled to bonuses for longevity of service to be paid in a lump sum on the first day of December of each year in the amounts and upon the conditions as set forth, to-wit:

	Per Month
A. Continuous service for a period of at least five (5) years, but less than ten (10) years	\$59.00
B. Continuous service for a period of at least ten (10) years, but less than fifteen (15) years	\$64.00
C. Continuous service for a period of at least fifteen (15) years, but less than twenty (20) years	\$69.00
D. Continuous service for twenty (20) years or more	\$74.00

6. Part-Time Officers will be paid a rate that is equal to ninety percent (90%) of a starting Patrol Officer's salary under the Agreement. Part-Time Officer shall not be entitled to overtime pay unless required by law, and shall not be entitled to premium pay, minimum pays provided for Full-Time Patrol Officers, sick pay, personal days, or vacation days, as provided to Full-Time Patrol Officers under this Agreement. Part-Time Patrol Officers shall not be entitled to the benefits of the grievance procedure under this contract. As to any other benefits within this Agreement, Part-Time Patrol Officers will not receive said benefit unless specifically stated within this Agreement or by law.

However, Part-Time Officers shall be entitled to be paid time and one half (1-½) for all work performed by them that is reimbursed by third parties.

#### **ARTICLE IV - OVERTIME**

1. All regular work performed in excess of forty (40) hours per week shall be compensated at the same rate as set forth in Article III above, and shall be considered to constitute overtime and will be compensated at a rate of one and one-half (1-½) times the basic salary rate. Any Officer called out for extra duty including attendance at a District Justice Hearing, Pre-Trial, Trial, Grand Jury or Juvenile Hearing, or called out to work as extra Police Protection for public functions, such as football games, etc., said Officer shall be compensated at a minimum of three (3) hours at time and one-half (1-½) of their normal hourly rate.
2. In addition, for all Court appearances other than District Magistrates' hearings, Officers shall be allowed one (1) hour travel time and shall be paid an additional thirty (\$30.00) in 2019 - 2021 for parking and meal expense.

#### **ARTICLE V - EXCLUSIONS FROM OVERTIME PAY**

1. In computing the accumulated working hours with respect to the aforesaid overtime rate, as set forth in Article IV, the overtime rate shall be excluded from all regular working hours devoted to education and training purposes, as the same shall be directed by either the Mayor or the Borough, for which the Officer shall be compensated at their regular salary rate.

#### **ARTICLE VI - UNIFORMS**

1. The Borough shall provide new uniforms and leather equipment to each Officer consistent with the intent of the Borough to maintain in good working conditions said uniforms and leather equipment. The cost of any reasonable replacement of damaged or worn uniforms and leather equipment during the term of the Contract shall be assumed by the Borough, providing, however, that the items to be replaced are submitted for inspection to a designated representative of the Borough. On approval of the replacement, the Borough shall pay the cost of said replacement.
2. The Borough shall pay to each Police Officer the sum of six hundred dollars (\$600.00) for cleaning their Police Uniforms. Said amount shall be paid in January of each year.

## **ARTICLE VII - SPECIAL POLICE SERVICES**

1. In any situation where Special Police services are rendered by Individuals or required for public functions, the Borough shall first render said employment available to Full-Time employees of the regular Police Force, then to Part-Time Officers of that Force in preference to anyone who is not a member of that Force. When any Member of the regular Police Force performs such special services, they shall be compensated by the Borough at a rate equal to the appropriate salary rates, set forth in Article III above, or to the overtime rates set forth in Article IV above, whichever the case may be.

## **ARTICLE VIII - HOLIDAYS AND PERSONAL DAYS**

1. The following days shall constitute recognized holidays for which Officers shall receive their regular compensation:

New Years Day  
Dr Martin Luther King Day  
President's Day  
Easter Sunday  
Memorial Day  
Fourth of July  
Labor Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

In addition, any Officer working on any of the enumerated Holidays above, shall be paid at the rate of time and one-half (1-½) their regular compensation.

In addition, each Officer shall be granted four (4) personal leave days for years 2019 through 2021, said days to be selected at any time of the year to suit each Officer's personal convenience. Unused personal days may be accumulated from year to year up to a maximum accumulation of six (6) personal days.

2. If an Officer is called out to work on one of their days off, said Officer shall be compensated in accordance with Article IV as set forth above. However, if said Officer does not want paid for said day's work, said Officer can take time off in lieu of compensation at the rate of time and one-half (1-½) and shall be compensated at the regularly hourly rate for said time off (i.e., eight (8) hours overtime worked equals twelve (12) hours off). In any event, no Officer may accumulate more than sixty (60) hours per calendar year for which time off may be taken as additional vacation time and not personal time.

## **ARTICLE IX - VACATIONS**

1. The Borough hereby agrees to provide the Officer annual paid vacations, upon the following terms:
  - A. Upon completion of one (1) year, as of the First of July,  
but less than five (5) years of continuous service                  2 Weeks Vacation
  - B. Upon completion of five (5) years,  
but less than ten (10) years of continuous service                  3 Weeks Vacation

- C. Upon completion of ten (10) years,  
but less than twenty (20) years of continuous service      4 Weeks Vacation
  - D. Upon completion of twenty (20) years or more  
of continuous service      5 Weeks Vacation
2. In each instance, an Officer shall be entitled to a three (3) week or four (4) week or a five (5) week period vacation, whichever is appropriate during the calendar in which said Police Officer completes five (5) years or ten (10) years or twenty (20) years of continuous service, whichever is appropriate.

## **ARTICLE X - SICK LEAVE**

- 1. The Borough hereby agrees to provide each Officer with yearly sick leave for the purpose of assuring regular compensation for time lost from work due to *bona fide illness*, provided that a Physician's Certificate acceptable to the Borough shall be furnished by such Officer, if such absence is for a period of three (3) or more consecutive days. Sick time off will not be counted as hours worked for the purpose of calculating overtime in any given 40 hour work week. Such sick leave shall be limited to each Officer, with the exception of those hired after January 1, 2019, to an accumulation of fifteen (15) days per calendar year subject to a further limitation of a maximum of one hundred fifty (150) days accumulated sick leave by an Officer during the term of their service with the Borough. Upon said Officer's retirement, the Borough shall buy back from said Officer any unused accumulated sick days at a rate of fifty dollars (\$50.00) per day with a maximum not to exceed one hundred fifty (150) days.
- 2. Newly hired officers after January 1, 2019 sick leave will be accumulated as follows:  

Less than 1 year and up to five (5) years	5 days per year
Upon completion of five (5) years and one (1) day and up to ten (10) years	10 days per year
Upon completion of ten (10) years and one (1) day will receive	15 days per year
Accumulated to and not to exceed one hundred fifty (150) days total	
- 3. In addition to the Vacation and Sick Leave Benefits set forth in the two preceding Articles, each Officer, in the event of a continuing *bona fide illness* or disability, as substantiated by an acceptable Physician's Statement as referred to above, shall be entitled to a disability benefit of sixty-six and two-thirds percent (66- $\frac{2}{3}\%$ ) of base pay. Said benefit shall commence upon the seventh day of a continuing *bona fide illness* or disability. This disability benefit shall be supplemented by the Officer with use of sick days, i.e., one sick day every third day - thirty-three and one-third percent (33- $\frac{1}{3}\%$ ) sick pay per day which reflects a One Hundred Percent (100%) pay.

## **ARTICLE XI - HEALTH INSURANCE BENEFITS**

The Borough shall provide the following insurance coverage for full-time employees as defined by the policy through the period ending December 31, 2021.

- A. Medical Insurance - UPMC PPO 2,500 20/40
- B. High Option Dental Platinum Insurance
- C. Vision Service Platinum Plan

1. This agreement recognizes that Highmark and UPMC are not working together to resolve contractual issues slated to expire in 2014. In addition, this agreement recognizes that 2014 begins the ongoing implementation of the Patient Protection and Affordable Care Act of 2010. It is further acknowledged that the make-up of healthcare will likely change beginning in 2014 and throughout the term of the contract to potentially include, but not be limited to, changes to plans, elimination of plans, changes to dependent and/or spousal coverage, changes to the available medical procedures (such as in-patient drug and alcohol treatment) and/or number of treatments available during a particular time period, changes in affordable health care providers (such as hospitals or clinics) and/or health care professionals (such as physicians or physical therapists), changes to co-pays and/or deductibles, and elimination of insurance plan options (such as traditional, indemnity or point of service), changes in prescription drug coverage and/or medication formularies. Additionally these changes potentially include, but are limited to, changes in record keeping requirements and procedures, point-of-service and pre-certification rules, and in-network/out-of-network rules. These changes may also include elimination or change in the waiver of benefits outlined in Section 17, subsection 5 of this contract.
2. The Parties agree that the employer is not a guarantor of health insurance plans or any component of those plans being provided the employees under the agreement, and that the employer has not agreed to self-insure any aspect of those plans or the components of those plans should they be modified in whole or in part, or eliminated. The negotiated understanding applies to all forms of health insurance benefits that are subject to this agreement. This provision of the Agreement supersedes any and all inconsistent or conflicting language between both the Borough and Union. Similarly, this provision supersedes any past practice which is inconsistent or which conflicts with it. This provision is to be interpreted liberally so as to ensure that it accomplishes its objective.
3. Because of the unknown direction of healthcare and the potential changes forthcoming as outlined above, the Union agrees to meet annually, and negotiate if necessary, with the Borough regarding any potential changes in the current healthcare benefits and their associated costs, whether they constitute an increase or decreases in premium costs, and/or any changes in the benefit plans.
4. In the event that the full-time employee drops or waives coverage under the Borough's hospitalization, dental and eye program for an entire benefit plan year, the employee shall receive a bonus payment in the amount of fifty percent (50%) of the premium savings with a cap of \$6,000 annually. In order to be eligible for this bonus payment, an employee must opt out of coverage for hospitalization, dental and eye programs for an entire benefit year. The exercise of this option is conditioned upon proof that said employee is otherwise covered for health benefits under some other lawful plan, other than the borough's from which similar benefits will be received. Should an employee, because of a qualifying event, desire to reenter the Borough's health insurance plan, said reentry shall be permitted.
5. Through the term ending December 31, 2021, each employee who elects to participate in the Borough's health care benefits plan shall contribute through payroll deduction the following:

2019 Police	7% of cost sharing of monthly premium of health care max. per month	Capped at \$125
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## **ARTICLE XII - PENSION PLAN CONTRIBUTIONS AND BENEFITS**

1. There is in existence a Pension Plan designated as the "West View Borough Police Pension Fund" (the Fund) the benefits of which are incorporated herein by reference thereto. It is mutually agreed that the yearly contribution of the parties hereto shall be conditioned upon and hereto be as follows;
  - A. Mandatory Employee Contribution Amount - As a condition of participation in this Plan, each active participant must contribute, on an after tax basis, five percent (5%) of his or her compensation as established each year the borough may reduce or eliminate the contribution required provided all three of the following requirements are satisfied
    - (i) A current actuarial study indicates the condition of the plan is such that contributions may be reduced or eliminated;
    - (ii) Contributions by the borough are not required to keep the plan actuarially sound; and
    - (iii) Any reduction or elimination of contributions is authorized on an annual basis by an ordinance or resolution by the Borough.
  - B. The borough shall contribute the minimum municipal obligation (MMO) as computed by the Fund and the Pension Plan actuaries in accordance with the Law of the Commonwealth of Pennsylvania.
  - C. In addition thereto, a pension in the amount of one-half (1/2) of that provided to a Police Department Retiree is hereby granted to their surviving spouse.
  - D. After twelve (12) years of service, each Officer shall have a vested interest in the Pension Fund, in accordance with the formula specified by law (53 P.S. Section 771).
  - E. It is further agreed upon that Borough Ordinance will mandate that any officer who is 50 years old with 25 years of continuous service is eligible for retirement.
  - F. It is further agreed upon that the Borough Ordinance will permit COLA increases as defined in Act 600. The benefit would provide annual increases to monthly pension benefits equal to the increase in the consumer Price Index (CPI). The adjustments would stop when the total increases reached 30% of the original benefit (before service increments) in accordance with the limitations imposed by Act 600.
  - G. Consistent with state legislation providing for a statewide killed and service benefit the Boroughs killed in service benefit shall be removed from the pension plan effective January 1, 2011.
2. If Act 600 is amended during the term of this contract the borough agrees to open the pension provisions of said contract exclusively in order to discuss and negotiate in good faith the amended portions of act 600 this provision and related negotiations shall not be subject to binding arbitration

3. The Parties hereto have agreed to a Deferred Retirement Option Plan (DROP) as permitted by Act 44 Of 2009, and to be administered in accordance with the terms and conditions of Article VIII of the Borough of West View Police Pension Plan, as amended and restated effective January 1, 2014, a copy of Article VIII thereof is attached hereto and incorporated herein as though fully set forth herein.

### **ARTICLE XIII - LIFE INSURANCE**

1. The Borough of West View shall provide an Life Insurance Policy for each Police Department Retiree in the amount of FIVE THOUSAND DOLLARS (\$5,000.00).
2. In addition to the above, the Borough shall provide group term life insurance coverage to all full-time Police Officers in the following amounts, and to that end, the Borough shall pay all necessary premiums:

As of January 1, 2014 ----- \$ 100,000.00

### **ARTICLE XIV - TOTAL DISABILITY**

1. The Borough shall pay the premiums for short-term Disability insurance and Total Disability insurance benefits to the Officers upon the following terms and conditions:
  - A. Short-Term disability insurance so as to provide for a qualified Officer to be paid benefits equal to sixty-six and two-thirds percent (66 2/3%) of said Officer's base wage. Said Officer shall be able to supplement said short term disability payments through the language set forth in Article X, "Sick Leave."
  - B. In the event of an accident causing the Officer total disability as is defined in the existing insurance contracts, said Officer shall be paid from the proceeds of the insurance an amount equal to sixty-six and two thirds percent (66 2/3%) of the individual Officer's regular salary, as determined by taking the average of the salary during the last thirty (30) months of active service, said payments to commence only upon expiration of the total of the Officer's present one year disability benefits. Said payments will then continue for the duration of the disability or until the individual attains the age of sixty-five (65) years, whichever event occurs first; and to that end, the Borough shall pay all of the necessary total disability occasioned by accident premiums.
  - C. In the event of a sickness causing total disability, as defined in the insurance contracts, the Borough shall pay an amount equal to sixty-six and two-thirds percent (66 2/3%) of the individual Officer's regular salary, as determined by taking the average of their salary during the last thirty (30) months of active service, said payments to commence only upon the expiration of the total of the present one year short term disability payments, and shall continue for the duration of the disability or for a period of five (5) years, whichever is the lesser; and to that end, the Borough shall pay all of the necessary total disability occasioned by sickness premiums.

## **ARTICLE XV - BEREAVEMENT PAY**

1. When a death occurs in an Officer's Immediate Family, i.e., said Officer's Legal Spouse, Mother, Father, Son, Daughter, Brother, Sister, Grandparents, or Grandchildren, an Officer, upon request, will be excused for up to four (4) days or such fewer days as the Employee may be absent, on which the Officer would have otherwise worked and which occurred within six (6) days of the death, funeral, and service. When a death occurs to an Officer's In-Law, i.e., said Officer's Mother-In-Law, Father-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, or Daughter-In-Law, an Officer, upon request, will be excused for up to (3) days for such fewer days as the employee may be absent, on which the Officer would have otherwise worked and which occurred within six (6) days of the death, funeral, and service. When a death occurs to an Officer's aunt or uncle, an Officer, upon request, will be excused up to one (1) day on which the Officer would have otherwise worked to attend the funeral. The Officer shall receive for any such excused schedule shift, their regular compensation provided the Officer attends the funeral service.

An Officer will not receive any bereavement pay when it duplicates pay received for time not worked for any other reason. Time thus paid will not be counted as hours worked for purposes of determining overtime or premium pay liability.

## **ARTICLE XVI - PENSION BOARD**

1. The Police Officers shall have the right to designate a representative to the Police Pension Board which representative shall be appointed to the said Police Pension Board by the Borough.

## **ARTICLE XVII - COMPLIANCE WITH ACT 111**

1. Both parties agree to faithfully abide by the provisions of Act 111 of the Commonwealth of Pennsylvania, approved the 24<sup>th</sup> day of June 1968, as amended to date.

## **ARTICLE XVIII - UNENFORCEABLE ECONOMIC BENEFITS**

1. If any economic benefit provided under the terms of this Agreement shall be deemed unlawful and/or unenforceable by the Borough and/or any Court, the Officers shall be entitled to a fair economic equivalent of the lost benefit. If the Officers and the Borough are unable to agree within thirty (30) calendar days, their dispute as to what is a fair economic equivalent shall be resolved by binding arbitration under the terms of Chapter 73A of the Judicial Code as amended to date (42 Pa.C.S.A. Section 7301 et. Seq.), before an impartial arbitrator selected by the parties from a list of seven arbitrators obtained from the American Arbitration Association. Starting with the Borough, each party shall in turn, strike a name off the list and the last name on the list shall be the arbitrator.

## **ARTICLE XIX - RIGHTS AND REMEDIES**

1. Nothing contained in this Agreement shall be deemed to impair the rights, remedies and obligation imposed upon, and afforded to, the parties by the Civil Service Sections of the Borough Code, and such other rights and remedies as they may have in law or in equity.

## **ARTICLE XX - STATE AND FEDERAL BENEFITS**

1. The Borough will do whatever is necessary to enable its Officers and the families of its deceased Officers to secure whatever benefits they may be entitled to under the following statutes:

The Act of June 24, 1976, P.L. 424, No. 101, 53 P.S., Section 891, et. Seq., ad amended to date.

The Public Safety Officers' Benefits Act of 1976; Pub. L. 94-430, 90 Stat. 1346, as amended to date, and the regulations promulgated there under, as amended to date.

## **ARTICLE XXI - PROFESSIONAL LIABILITY INSURANCE**

1. The Borough shall provide professional liability insurance for its Police Department in the amount of One Million Dollars (\$1,000,000.00).

## **ARTICLE XXII - RESIDENCY**

1. The residency requirements for Police Officers, said provisions shall allow Officers to reside anywhere within a radius of ten (10) nautical air miles of the Borough of West View municipal boundaries as determined by a Global Positioning Satellite System, provided that no officer shall reside across the Allegheny or Ohio rivers or outside Allegheny County. It shall be the Officer's responsibility to know the exact parameters of this radius.

## **ARTICLE XXIII - RANDOM DRUG TESTING**

1. Every Police Officer shall be required to submit to random drug screening tests. The purpose of the drug screening tests is to determine if a Police Officer has engaged in the illegal use of a drug or controlled substance. Officers will be selected for testing on a strictly random basis. Any Police Officer has an equal chance to be retested without regard to whether or not he or she has been previously tested, however, the Borough may cause a random drug screening test to be performed on a Police Officer no more than two (2) times during a calendar year. The Borough may test not more than fifty percent (50%) of the bargaining unit members in annual random testing.
2. The random testing will be unannounced. Officers are prohibited from communicating to their fellow Officers that they have been randomly chosen for testing, prior to the testing being conducted.
3. The acceptable method of drug screening shall be urinalysis. Testing shall be performed by a provider selected by the Borough. The provider selected shall be a laboratory certified in drug screen analysis by the National Institute on Drug Abuse (NIDA) and the Department of Health and Human Services (DHHS). The Borough shall pay all costs associated with the administration of the drug screening tests.
4. The Borough may use a laboratory technician from the selected certified laboratory to collect the sample or may use a Medical Review Officer (MRO) to do so. The MRO shall be a licensed doctor of medicine knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs.

5. The urine sample taken shall be divided into two specimens in the Officer's presence, one part to be labeled as "Primary" and one part to be labeled as "Split." The specimen labeled "Split" will be retained by the certified laboratory for any further testing of a positive (failed) result. The laboratory technician or MRO shall monitor drug screen procedures to ensure that chain of custody is maintained.
6. Any Officer who is submitting to a drug screening in accordance with this policy shall have the right to have the "Split" sample tested. In the event a test is positive, the employee has the right to have the "Split" sample sent to a test facility chosen by him/her and the bargaining unit representative. The laboratory must be NIDA/DHHS certified. The costs associated with testing of the "Split" sample shall not be borne by the Borough, except in the following circumstance: the Officer will be reimbursed by the Borough if the Split sample test is negative.
7. A Police Officer may be required to submit to a drug screening test while on duty. A Police Officer requested to submit to a test while on duty shall report for and submit to the drug screening test as directed by the Borough.  
Prior to a drug screening test or retest, every Police Officer shall be interviewed by the technician or MRO to determine his medical history and drug profile.  
At the time of a drug screening test, the Police Officer shall provide the Borough with a means of communication which will enable the Borough to contact the Police Officer in the event of a positive test result to make arrangements for retesting as provided herein. The results of all tests and retests shall be provided to the Police Officer. In the case of a positive result, the Officer shall be notified of the specific substance discovered.
8. Any Police Officer who tests positive for the illegal use of a drug or controlled substance may be immediately suspended, with pay, until the results of a negative retest are communicated to the Borough, such suspension with pay not to exceed two (2) weeks. In the event a Police Officer fails the initial drug screening test and a subsequent retest, that Police Officer shall be subject to appropriate discipline, up to and including termination of employment.
9. A Police Officer who refuses to be taken for testing or refuses to cooperate with the testing procedures shall be deemed in violation of this policy and shall be subject to appropriate discipline, up to and including termination of employment.
10. The results of testing shall be reviewed and interpreted by a Medical Review Officer who is a licensed doctor of medicine knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO shall receive the test results from the laboratory and evaluate them before notifying the Borough. In the event of a positive test, prior to notifying the Borough, the MRO will conduct a medical interview via phone or in the office to discuss the individual's medical history and other biomedical factors. He/she will then receive all medical records made available by the tested Officer to determine if there might be a legitimate medical reason for the positive test result. If there is, the MRO will report the test as "Negative." If the MRO is unable to reach the Officer who tested positive, he/she shall report his efforts to the Borough. As soon as possible, the Borough shall request the Officer to contact the MRO for the interview.
11. The Borough shall maintain the confidentiality of all records relating to the administration and results of the drug testing program. Records made in connection with sample collection and results shall be available to the Officer, the Chief of Police and the Borough

Manager. There shall be no dissemination of said documentation to the public, except in the case of disciplinary action challenged which leads to a decision by the Borough or an arbitrator. The laboratory and/or MRO shall also maintain the confidentiality of the testing, including results of testing. No person may obtain the individual test results retained by the laboratory or MRO, and neither shall release the individual test results to any person, without first obtaining written authorization from the tested individual, unless otherwise requested pursuant to law.

12. The Borough shall maintain in the Officer's Personnel file only the following information: that the officer submitted to a random drug test; the date of such test; the location of such test; the identity of the person or entity performing the test; and whether the test finding was "Positive" or "Negative."
13. The term "Drug" includes those substances defined as controlled substances by 21 U.S.C. § 802 and includes all substances listed on Schedules I through V as they may be revised from time to time (21 C.F.R. § 1308). Generally, the controlled substances covered by the above-referenced act include cocaine, marijuana, opiates, phencyclidines (PCP) and amphetamines, 49 C.F.R., part 40.

#### **ARTICLE XXIV - K-9 TEAM**

1. The Borough has established a K-9 Team, consisting of a dog and dog handler. One Borough Police Officer shall be designated as the K-9 handler whose duty it will be to work with the Borough K-9, and the two shall be known as the K-9 Team. The K-9 handler shall provide a place of residence for the dog, it is agreed the place of residence shall be the handlers residence. The handler shall be responsible for transporting the K-9 from his place of residence to his place of assignment, whether it be for work or training purposes.
2. It is agreed that the K-9 team shall undergo a maximum of four (4) hours of certified training per week. The K-9 is also expected to feed and groom the K-9 on a daily basis. In addition to his regular salary, the K-9 handler shall be compensated at a one and one-half (1½) times the prevailing minimum wage rate, for his time associated with his training, care and grooming hours which shall not exceed one hour per day without the expressed consent of the Chief of Police.
3. The K-9 Officer shall receive one day (eight (8) hours at his regular Collective Bargaining Contract rate) accumulated time off every other week as compensation for his four (4) hours of weekly training. That time off shall be taken at the discretion of and with the approval of the Chief with in two (2) weeks of the training. If the Borough is unable to schedule the time off for any reason with in that two (2) week window, the K-9 Officer shall be paid at straight time. This accumulated time is in addition to the sixty (60) hours accumulated time permitted thru the labor agreement for all police and may only be taken off when the shift can be covered at straight time either thru the use of a Part-Time Officer or a Full-Time Officer working less than forty (40) hours that week.
4. It is agreed to by the Borough and the K-9 Officer that the Borough shall provide the handler a patrol car for the purposes of transporting the K-9 to and from his residence for all work related purposes. At no time shall the police unit be used for personal use and at no time shall any non employee be transported in the unit.

5. The officer shall maintain a daily usage log for the vehicle to include the date and time of the use, starting and finish mileage, purpose and destination for the use and any maintenance of the vehicle, to include car washes. The log will record seven day's activity and shall be submitted each pay period with the Officers time sheet. Further, it is agreed that the K-9 Officer will reimburse the Borough for the use of the patrol car, to be provided by the Borough, for the commuting miles between the Officer's residence and place of work. The Association hereby agrees that the value of this benefit shall equal the compensation received for training, care and grooming of the K-9 after the applicable payroll deductions for taxes (net pay). The K-9 Officer shall satisfy this reimbursement obligation through a payroll deduction. If at any time the provision of the patrol car, as set forth above, becomes unacceptable to the K-9 Officer or the Borough, then and in that event, the provisions of this paragraph shall become inapplicable.
6. It shall be the responsibility of the K-9 Officer to maintain the assigned patrol unit thru daily maintenance to include cleaning, oil changes, tire and brake inspection and necessary repairs which would be provided through the department assigned facilities.

#### ARTICLE XXV - ENTIRE AGREEMENT

1. The parties hereto mutually covenant and agree that this Agreement shall constitute the entire Agreement between the parties and no modifications hereof shall be accepted unless approved in writing and signed by both parties hereto.

#### ARTICLE XXVI - TERM OF AGREEMENT

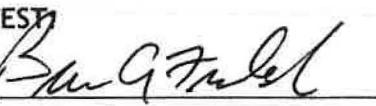
This Agreement shall be effective January 1, 2019 and be in effect for a three (3) year period of time expiring December 31, 2021 at 12:00 Midnight. Either party hereto may ask for the Agreement to be reopened to negotiate a fourth (4<sup>th</sup>) or fifth (5<sup>th</sup>) year, said request to be made no later than July 1, 2021.

In the event the Pennsylvania Legislature enacts legislation providing for a Statewide Pension Plan for Police Officers, the parties hereto agree to reopen negotiations to consider whether or not the Borough shall elect to participate in said plan.

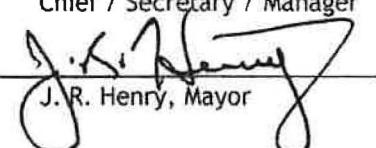
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first written above.

ATTEST

BY:

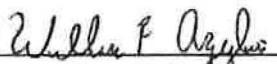
  
Bruce A Fromlak  
Chief / Secretary / Manager

BY:

  
J. R. Henry, Mayor

THE BOROUGH OF WEST VIEW

BY:

  
William F. Aguglia  
President of Town Council

**POLICE EMPLOYEES OF THE BOROUGH OF WEST VIEW**, by their duly elected collective bargaining representative, **THE WEST VIEW POLICE ASSOCIATION**, acting through its Negotiating Committee:

BY: John M. Mason

BY: John J. Miller

BY: Mark Stoe

## West View Police Department 12 Hour Shift Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into between West View Borough ("Borough") and the Police Employees of the Borough of West View ("Union").

Effective March 8, 2020, the Borough shall implement a schedule incorporating twelve (12) hour shifts on a trial basis. The twelve (12) hour shift schedule shall include, in any fourteen (14) day pay period, seven (7) shifts of twelve (12) hours for Patrol officers and others assigned to work a twelve (12) hour shift. No additional overtime is to be created by the twelve (12) hour shift schedule.

Either party may terminate this MOU upon providing the other party with written notice of intent to terminate four (4) weeks in advance of the termination date. If this MOU is terminated, the terms and provisions of the current Collective Bargaining Agreement (1/1/19 – 12/31/21) regarding overtime, compensation and the accumulation and use of paid leave will govern rather than the terms of this MOU and the parties shall return to the schedule in effect prior to this MOU.

The following provisions shall apply to all officers and amend the provisions of the Collective Bargaining Agreement, but only while the twelve (12) hour shift schedule is in effect.

1. It is the parties' intent that while twelve (12) hour shifts are in effect, all contract language related to amounts of vacation and other forms of paid leave will be converted into equivalent hours, with the exception of bereavement leave which shall continue to be provided in days as set forth in Article XV, Bereavement Pay, of the Collective Bargaining Agreement.

2. At no time, except during emergencies, shall an officer be permitted to work more than sixteen (16) consecutive hours. Additionally, an officer shall only be permitted to work a maximum of sixteen (16) hours in any twenty-four (24) hour period. After working sixteen (16) hours within a twenty-four (24) hour period, the Chief of Police or his designee shall have the ability to alter the start time of the officer's next shift to ensure at least eight (8) hours off between shifts. Officers will be required to work their modified twelve (12) hour shift thereafter. Exceptions to these limitations may be granted at the discretion of the Police Chief, if extenuating circumstances are present.

3. Article IV, Overtime, Section 1 shall be modified to indicate that police officers on a twelve (12) hour shift schedule shall receive straight time compensation for the first eighty (80) hours worked within a fourteen (14) day pay period. Hours worked in excess of eighty (80) hours within a fourteen (14) day pay period shall be compensated at time and one-half the regular rate. Officers on a twelve (12) hour shift will generally work six (6) shifts of twelve (12) hours and one (1) shift of eight (8) hours in each eighty (80) hour pay period.

4. The shifts for officers other than patrol officers and for special assignments may be eight (8) or ten (10) hours at the Chief's discretion.

5. Article VIII, Holidays and Personal Days, Section 1 shall be modified by adding the following sentence immediately following the list of paid holidays: "Each police officer shall receive eight (8) hours of pay at the straight time rate per holiday." Payment for time actually worked on a holiday shall remain consistent with the current agreement and shall continue to be paid at the time and one half rate for all hours actually worked on the holiday, which shall be defined as starting at 12:00:00 a.m. (midnight) on the date of the holiday and ending at 11:59:59 p.m. on the date of the holiday.

6. Article VIII, Holidays and Personal Days, Section 1 shall be further modified by revising the final paragraph, which currently states that "In addition, each Officer shall be granted four (4) personal leave days for years 2019 through 2021, said days to be selected at any time of the year to suit each Officer's personal convenience. Unused personal days may be accumulated from year to year up to a maximum accumulation of six (6) personal days" to instead state that "In addition, each Officer shall be granted thirty-two (32) hours of personal leave for years 2020 through 2021, with use of said personal leave to be selected at any time of the year to suit each Officer's personal convenience in minimum increments of eight (8) hours. Unused personal days may be accumulated from year to year up to a maximum accumulation of forty-eight (48) hours of personal leave." Requests to use vacation or accumulated time off must be made forty-eight (48) hours prior to the shift being requested off and with twenty-four (24) hours notice prior to the shift being requested off for personal days.

7. Article IX, Vacations, Section 1, shall be modified by converting references to weeks of vacation to hours of vacation as follows:

	<b>Current Schedule</b>	<b>12 Hour Shift Schedule</b>
<b>Years of Service</b>	<b>Weeks of Vacation</b>	<b>Hours of vacation</b>
Upon completion of one (1) year, as of the First of July, but less than five (5) years of continuous service	2 weeks	80 hours
Upon completion of five (5) years, but less than ten (10) years of continuous service	3 weeks	120 hours
Upon completion of ten (10) years, but less than twenty (20) years of continuous service	4 weeks	160 hours
Upon completion of twenty (20) years or more of continuous service	5 weeks	200 hours

In addition, the final sentence of Section 2, which currently provides that "Accumulated to and not to exceed one hundred fifty (150) days total" shall be revised to state that "Accumulated to and not to exceed one thousand two hundred (1,200) hours total."

8. Article IX, Vacations, Section 2, which currently states that "In each instance, an Officer shall be entitled to a three (3) week or four (4) week or a five (5) week period vacation, whichever is appropriate during the calendar in which said Police Officer completes five (5)

years or ten (10) years or twenty (20) years of continuous service, whichever is appropriate" shall be modified as follows:

In each instance, an Officer shall be entitled to a 120 hour or a 160 hour or a 200 hour period vacation, whichever is appropriate during the calendar in which said Police Officer completes five (5) years or ten (10) years or twenty (20) years of continuous service, whichever is appropriate.

9. The following language in Article X, Sick Leave, Section 1:

to an accumulation of fifteen (15) days per calendar year subject to a further limitation of a maximum of one hundred fifty (150) days accumulated sick leave by an Officer during the term of their service with the Borough. Upon said Officer's retirement, the Borough shall buy back from said Officer any unused accumulated sick days at a rate of fifty dollars (\$50.00) per day with a maximum not to exceed one hundred fifty (150) days.

shall be modified as follows:

to an accumulation of one hundred twenty (120) hours per calendar year subject to a further limitation of a maximum of one thousand two hundred (1,200) hours by an Officer during the term of their service with the Borough. Upon said Officer's retirement, the Borough shall buy back from said Officer any unused accumulated sick days at a rate of six dollars and twenty-five cents (\$6.25) per hour with a maximum not to exceed one thousand two hundred (1,200) hours.

In addition, the sentence in Article X, Section 1 that currently states that "Sick time off will not be counted as hours worked for the purpose of calculating overtime in any given 40 hour work week" shall be shortened to state only that "Sick time off will not be counted as hours worked for the purpose of calculating overtime."

10. The amount of sick leave granted under Article X, Section 2 shall be modified as follows:

Years of Service	Current Schedule Number of Days	12 Hour Schedule Number of Hours
Less than 1 year and up to five (5) years	5 days	40 hours
Upon completion of five (5) years and one (1) day and up to ten (10) years	10 days	80 hours
Upon completion of ten (10) years and one (1) day will receive	15 days	120 hours

11. The following sentence of Article X, Sick Leave, Section 3, which currently provides that "This disability benefit shall be supplemented by the Officer with use of sick days, i.e., one sick day every third day - thirty-three and one-third percent (33-1/3%) sick pay per day which reflects a One Hundred Percent (100%) pay" shall be revised to state that "For Officers on a 12 hour shift, this disability benefit shall be supplemented by the Officer with use of paid sick leave, i.e., twelve (12) hours of sick leave every third day - thirty-three and one-third percent (33-1/3%) sick pay per day which reflects a One Hundred Percent (100%) pay."

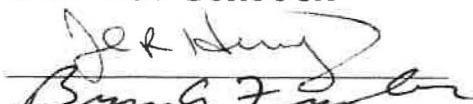
12. Article XV, Bereavement Pay, Section 1 shall not be modified.

13. If an officer is off duty the night prior to a scheduled court-related appearance and the court time is within eight hours of the commencement of a twelve (12) hour shift, the Chief of Police or his designee shall have the ability to alter the start time of the officer's next shift to offset any hours worked in excess of sixteen (16) hours in any twenty-four (24) hour period. Officers will be required to work their modified twelve (12) hour shift thereafter. Exceptions to these limitations may be granted at the discretion of the Police Chief, if extenuating circumstances are present.

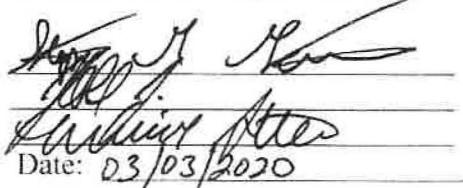
14. If an officer is scheduled for a court-related appearance between two (2) twelve (12) hour shifts, the Chief of Police or his designee shall have the ability to alter the start time of the officer's next shift to ensure that the officer is off for eight (8) consecutive hours either after or before the court appearance and/or to offset any hours worked in excess of sixteen (16) hours in any twenty-four (24) hour period. Officers will be required to work their modified twelve (12) hour shift thereafter. Exceptions to these limitations may be granted at the discretion of the Police Chief, if extenuating circumstances are present.

15. The parties recognize that this MOU cannot address every issue that may arise with the implementation of the twelve (12) hour shift schedule. Accordingly, the Borough designates the Chief of Police and the Union designates the President of the Union to meet and discuss as necessary any concern(s) that may arise during the period this twelve (12) hour shift schedule is in place with the goal of addressing those concerns. If such concerns cannot be resolved, the parties will revert to the scheduling arrangement that existed prior to the adoption of this MOU upon either party providing the other party with written notice of intent to terminate this MOU four (4) weeks in advance of the termination date.

WEST VIEW BOROUGH

  
Date: 3-3-2020

POLICE EMPLOYEES OF THE  
BOROUGH OF WEST VIEW

  
Date: 03/03/2020