

AGREEMENT

Between

Brentwood Borough
and
Teamsters Local Union No. 205
representing the
Police Department Employees

January 1, 2016 through December 31, 2019

Adopted via Resolution No. 2016-49

August 23, 2016

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Exhibits

Exhibit “A”

K-9 Agreement

ARTICLE I

POLICE OFFICERS COVERED BY THIS AGREEMENT

This Agreement shall govern the terms and conditions of employment of all full-time and regular part-time police- officers including but not limited to lieutenants, sergeants, and patrolmen; and excluding the chief of police and any other management level employees, as certified by the Pennsylvania Labor Relation Board on December 11, 1996 at PF-R-01-73-W.

ARTICLE II

TERMS OF AGREEMENT/DURATION

Pursuant to the requirements of Act 111 of 1986, this agreement shall be binding upon the parties hereto, their successors and assigns, from January 1, **2016** to and including December 31, **2019**, and thereafter from year to year except that either party may notify the other by certified mail on or before July 1st of **2019** its desire to modify or terminate this Agreement.

ARTICLE III

AGREEMENTS

All previous benefits shall remain in force from the previous years except as changed or revised herein.

ARTICLE IV

BASE ANNUAL SALARY OF LIEUTENANTS AND SERGEANTS

- A. Lieutenants shall receive a basic annual compensation at the rate of five percent (5%) above the rate prescribed for Sergeants.
- B. The Borough of Brentwood shall have exclusive discretion to create any Lieutenant **or Sergeant** positions or to fill any vacancies which arise in such positions. In the exercise of this discretion, the Borough of Brentwood shall not be required to create any position nor shall it be required to fill any vacancy which may come into existence in the positions of Sergeant or Lieutenant. In the event that the Borough of Brentwood shall elect to create and/or fill vacancies in a Sergeant and/or Lieutenant position, the person filling such position and/or vacancy shall, in the case of Sergeants: have a minimum of five (5) years police experience with the Borough of Brentwood Police Department, and in the case of Lieutenants: have at least ten (10) years of Police experience with the Borough of Brentwood Police Department.

ARTICLE V

BASE ANNUAL SALARY OF POLICE OFFICERS

This agreement shall apply to all full-time Civil Service Police Officers hired by the Borough of Brentwood after January 1, 1999. **This article is in full effect, but subject to Senior Officer's Pay set forth in Article XIV.**

- A. A patrol officer's base full-time wage rate (currently \$79,956) will be increased as follows effective January 1 of each year:

January 1, 2016	3.0%	\$82,354.68	\$39.59/Hr
January 1, 2017	3.0%	\$84,825.32	\$40.78/Hr
January 1, 2018	3.0%	\$87,370.08	\$42.00/Hr
January 1, 2019	3.0%	\$89,991.18	\$43.26/Hr

- B. A Sergeant's full-time base rate (currently \$ 83,953.81) will be increased as follows, effective January 1 of each year:

January 1, 2016	3.0%	\$86,472.42	\$41.57/Hr
January 1, 2017	3.0%	\$89,066.59	\$42.82/Hr
January 1, 2018	3.0%	\$91,738.59	\$44.11/Hr
January 2, 2019	3.0%	\$94,490.75	\$45.43/Hr

- C. Police officers hired after **January 1, 2016**, shall be paid on the following schedule:

1 st year	60% of prevailing base rate
2 nd year	65% of prevailing base rate
3 rd year	70% of prevailing base rate
4 th year	75% of prevailing base rate
5 th year	80% of prevailing base rate
6 th year	85% of prevailing base rate
7 th year	90% of prevailing base rate
8 th year	95% of prevailing base rate
9 th year	100% of prevailing base rate

ARTICLE VI

LONGEVITY

After five (5) years of continuous full time employment by the Borough of Brentwood, a police officer shall be entitled to additional compensation, payable semi-monthly as follows:

5-10 years	3% of his/her base annual salary
10-15 years	4% of his/her base annual salary
15-20 years	5% of his/her base annual salary
More than 20 years	6% of his/her base annual salary

Full-Time Police Officers hired on January 1, 2012, or thereafter shall not be entitled to longevity pay.

ARTICLE VII

HOURS OF WORK AND SCHEDULING

A. HOURS OF WORK -

A police officer in consideration of payment of base annual salary and additional compensation for continuous service shall work, as defined by the Borough of Brentwood and the proper officials thereof, **at least eighty (80) hours in a pay period.**

For the purpose of this section, a week is defined as seven (7) consecutive days beginning at 00:001 A.M. on a Sunday and ending at 12:00 midnight on the following Saturday, prevailing time. A pay period is defined as two (2) consecutive weeks.

B. SCHEDULING -

Scheduling of officer's hours of work shall take place according to the following procedure **utilizing the number of officers that are employed by the Borough at any given time. This scheduling procedure does not establish a minimum number of Police Officers that the Borough shall maintain at any given time:**

1. All officers covered by this Agreement shall be divided into teams of four (4) officers each, plus from one (1) to three (3) remainder officers. All officers included in teams shall work on traditional shifts of daylight (7 a.m. to 3 p.m.) afternoon (3 p.m. to 11:00 p.m.), and evening (11 p.m. to 7:00 a.m.), work. Remainder officers shall work one of two (2) non-traditional shifts (11 a.m. to 7 p.m. and 7 p.m. to 3 a.m.), **unless otherwise**

agreed to by the Borough of Brentwood and a majority of the bargaining unit.

Each of the above traditional shifts may include an “early officer” shift which will require the officer to begin said shift one (1) hour earlier. (e.g. the early officer for the 7 a.m. to 3 p.m. traditional shift will work from 6 a.m. to 2 p.m.), at the discretion of the Chief of Police. The “early officer” cannot be a shift supervisor (Sergeant or O.I.C.) unless agreed to by the Chief of Police and Sergeant or O.I.C.

A revision to the current schedule may be implemented for a term of no less than six (6) months only if approved by the Mayor and a majority of members of the Bargaining Unit (defined as fifty percent plus two (50% + 2)) are in agreement.

2. Assignment of officers to shifts shall be through bidding based on seniority. **Seniority shall be based on the most recent date of hire.** Shifts shall be assigned for a three (3) month period. A schedule for each three (3) month period shall be developed and printed at least one (1) month in advance of the schedule taking effect. The schedule shall establish a predetermined cycle of days working and days off **which shall consist of 7 days on, 2 days off, 6 days on, 2 days off, 7 days on 4 days off unless otherwise agreed to by the bargaining unit.** All scheduled work weeks shall be followed by at least (2) consecutive days off. Scheduling of weekend days off (Saturday and Sunday) shall be rotated equitably among all officers who are covered by this Agreement.
3. All police sergeants shall work a traditional shift and each sergeant shall work a different shift. **Shifts shall be through bidding based on the “promotion” seniority as determined by the date when the officer was promoted to the rank of sergeant.**
4. The schedule shall be arranged as to minimize overtime, particularly from court appearance. With the approval of the Chief of Police or the officer in charge for each shift, overtime obligations to an officer may be fulfilled through compensatory time off provided that such an arrangement does not result in increased overtime.
5. (a) All work schedules may be changed with the consent of the Chief of Police and the officers involved. In the event of a state of emergency within the Borough, the Chief of Police may change the schedule within his reasonable discretion. In the case of a Special Event, the Chief of Police may change the schedule within his reasonable discretion within 72 hours’ notice to all officers involved in the change. Special Events are limited to the Fourth of July, Light-Up Night and **no more than three (3) other designated Borough events so determined by a majority vote of the Brentwood Borough Council. Other than the Fourth of July, any**

officer who is already scheduled for his/her four (4) consecutive pass days as identified in Section 2 above, shall be excluded from having their schedule changed.

(b) In addition to the shift changes permitted in Section 5(a) above, the Borough shall have the right to reassign an officer whenever there is an officer who is, or is expected to be, absent for one (1) week or more due to vacation, illness, injury, or other circumstances requiring absence from work **to fill any day of the absent officer's shift as needed.** The officer to be reassigned will **start from the non-traditional shift(s) starting** with the least senior patrol officer. **If a non-traditional shift is not staffed or a non-traditional officer is on vacation or legitimately unavailable the officer to be reassigned will be the least senior patrol officer provided however that this shall rotate between the five (5) least senior officers.** The officer reassigned shall not be responsible for working his original shift while reassigned. The officer reassigned shall have two consecutive days off. In the event the officer to be reassigned is schedule for vacation or is otherwise legitimately unavailable, the Borough shall move to the next employee in the rotation, in reverse order of seniority, until one who is capable of filling the absence is reassigned. **Only if none of the five (5) least senior officers are capable of filling the above shall the Chief reassign someone other than one of the five (5) least senior officers and then, only in reverse order of seniority and only for so long as is necessary, until one of the five (5) least senior is available, to cover the absence.**

ARTICLE VIII

EXTRA COMPENSATION FOR OVERTIME WORK

- A. All police officers shall be paid one and one half (1 ½) times their base hourly rate for all time in excess of eight (8) hours in a twenty-four (24) period. Exceptions are shift changes and court time which are covered by other sections of this Agreement.
- B. An officer called out to work overtime shall be paid for a minimum of four (4) hours work unless the officer agrees in writing to work less time and to waive his/her rights to four (4) hours of overtime compensation This provision does not apply to an officer whose shift extends into overtime.
- C. In lieu of overtime pay, police officers shall be entitled to accrue not more than thirty-six (36) hours compensatory time for hours worked, calculated at the rate of 1-1/2 hours of compensatory time for each overtime hour worked. Once a police officer reaches his maximum accrual of thirty-six (36) hours of compensatory time, he/she shall no longer be able to accrue compensatory time but rather shall be paid 1-1/2 times for all

overtime hours worked. All police officers who have accrued compensatory time shall be permitted to use such time within a reasonable period after making the request of the Borough if the use of compensatory time does not unduly disrupt the operations of the Borough Police Department; otherwise, such compensatory time shall be used at the first reasonable opportunity that the use of compensatory time does not unduly disrupt the operations of the Police Department. Compensatory time shall not be carried over from year to year. All unused compensatory time remaining December 31st of any given year will be reimbursed to the employee by January 15th in a lump sum payment at the previous year's hourly rate.

- D. Opportunities to work overtime shall be scheduled in a consistent manner. An overtime opportunity is defined as an overtime work period of four (4) hours or more, except those assignments which require special skill or training or require the presence of a specific officer to handle a matter assigned to that officer.
- i. A roster shall be kept showing the assignment of all overtime shifts. Officers will be listed on this roster according to their seniority.
 - ii. When an overtime opportunity exists, it will be filled by contacting the officer on the roster next available to work. **If an officer who is next on the roster list is inadvertently "skipped over" for an overtime detail, said officer will be placed back in the rotation as "first up" for the next overtime detail.**
 - iii. The person contacting the officer will call the telephone numbers and pager numbers filed by the officer with the Department. Each officer will be responsible for providing the Department with up-to-date numbers
 - iv. A reasonable amount of time shall be allowed to contact an officer before contacting the next Officer on the roster. If the overtime **requested needs to occur within** four (4) hours **of the request**, a fifteen (15) minute response time will be allowed. A thirty (30) minute response time will be provided if the overtime work period is four (4) to twenty-four (24) hours away **from the request time**. If the overtime work is more than twenty- four (24) hours in the future, the responsibility for scheduling the overtime will be performed by the OIC on the next shift.
 - v. If an officer does not respond within the times set forth above or declines the opportunity to work, the next opportunity to work overtime will go to the next officers on the list.

ARTICLE IX

COURT APPEARANCES

- A. In the event any full-time police officers are required to appear in Magisterial District Court pursuant to his/her duties and such appearance occurs during his/her time off hours, the full-time police officer shall receive four (4) hours of pay at the individual's overtime rate.
- B. In the event any full-time police officer is required to appear in Pretrial Criminal Court, Juvenile Court, Statutory Appeals and Civil Court, and such appearance occurs during his/her time off hours, the full-time police officer shall receive a minimum of four (4) hours of pay at the overtime rate, plus pay at the individual's overtime rate for all time spent in excess of the four (4) hour minimum.
- C. If a full-time police officer is on duty and required to appear in Criminal, Juvenile, Appeals, Pretrial and Civil Court, he/she shall receive fifteen (\$15 00) dollars extra pay for each day of appearance
- D. A full-time police officer who incurs parking expenses for appearances encompassed by this Article, whether on duty or off duty, shall be reimbursed by the Borough for such court expense.
- E. A full-time police officer may not be permitted to work a daylight overtime shift on a day when they are also scheduled to appear in court, excluding magistrate court.
- F. **The Chief of Police shall contact any Police Officer for which he received a subpoena to appear in court so that it can be ascertained as to how many Police Officers will be required in court to successfully effect the prosecution in question. Likewise, should a Police Officer receive a subpoena to appear in court, they shall first contact the Chief of Police so that it can be ascertained as to how many Police Officers will be required in court to successfully effect the prosecution in question. The Chief of Police will then contact the issuing authority in order to obtain approval to only send those officers needed. If an Officer is relieved of his required court appearance then the Chief of Police shall notify that officer in writing as soon after that his presence is not required. This will be the only acceptable procedure employed for payroll purposes.**
- G. In the event any full-time police officer is required to appear in more than one (1) Court proceeding on the same date, and such appearances are equal to or are within one hundred and twenty (120) minutes of the scheduled start time then said officer shall only receive the four (4) hours of pay at the individual's overtime rate. If the multiple Court proceedings, including a maximum of 1 hour for travel, should exceed four (4) hours then said officer shall receive pay at the individual's overtime rate for all time spent in excess of the four (4) hours.

ARTICLE X

RESIDENCY

All full-time officers shall be required to reside within **ten (10)** air miles from the Borough Building. This will not apply to any present part-time officer hired to work on a full-time basis.

ARTICLE XI

HOLIDAYS

Each full-time police officer shall receive the following nine (9) paid holidays in each calendar year: New Years Day, Easter, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Christmas.

Any full-time police officer working on a shift that begins on the holiday, including the 11:00 p.m. split-shift shall be paid at a rate of time and a half for the full eight (8) hours.

ARTICLE XII

PERSONAL DAYS

Each full-time police officer shall annually receive six (6) personal days and an officer shall be able to utilize such personal days anytime he/she wishes, so long as the use of such personal days does not necessitate overtime or create a manpower shortage and emergency for the Borough. Officers shall be permitted to utilize personal days in four (4) hour increments. Should a police officer not be able to take his/her personal days during a calendar year, then such police officer shall be paid for personal days not taken.

Full-Time Police Officers hired on January 1, 2012, or thereafter, shall annually receive four (4) personal days for each year up until they have completed five (5) years of service after which they shall annually receive six (6) personal days for each year thereafter. An officer shall be able to utilize such personal days anytime he/she wishes, so long as the use of such personal days does not necessitate overtime or create a manpower shortage and emergency for the Borough. Officers shall be permitted to utilize personal days in four (4) hour increments. Should a police officer not be able to take his/her personal days during a calendar year, then such police officer shall be paid for personal days not taken.

ARTICLE XIII

VACATIONS

Full-time police officers shall be entitled to a vacation from employment, with base annual salary and his/her additional compensation for continuous service. **Each week consists of five (5) days**, as follows:

After 1 year	2 weeks
After 5 years	3 weeks
After 10 years	4 weeks
After 15 years	5 weeks
After 20 years	6 weeks

All vacations shall be approved by the Borough of Brentwood, **through the Chief of Police**, thereof as to scheduling. Vacations may be scheduled throughout the calendar year **except that single vacation days that require overtime pay will not be approved. Officers with less than 15 years with the Brentwood Police Department, are allowed to use up to two (2) weeks of vacation, i.e., ten (10) days, as single days offs which may also be taken in 4 hour increments. Officers that have completed 15 years of service with the Brentwood Police Department, are allowed to use up to three (3) weeks of vacation, i.e., fifteen (15) days, as single days off which may also be taken in 4 hour increments. All other weeks of vacation must be taken in a minimum of one (1) week. i.e., five (5) consecutive days, increments at a given time.**

Full-Time Police Officers hired on January 1, 2012, or thereafter, shall be entitled to a vacation from employment, with base annual salary and his/her additional compensation for continuous service, as follows:

After 1 year	2 weeks
After 5 years	3 weeks
After 10 years	4 weeks
After 15 years	5 weeks

ARTICLE XIV

SENIOR OFFICER'S PAY

On any shift where neither the Lieutenant or Sergeant is on duty, the senior police officer working said shift, other than desk duty, shall be paid at Sergeant's rate of pay for said shift only, upon the institution of the rank of Sergeant. The aforementioned difference between patrol officer's and sergeant's rate for OIC pay shall be in addition to the patrol officer's regular longevity rate of pay for all hours worked as an OIC.

ARTICLE XV

CLOTHING ALLOWANCE

The uniform to be worn by police officers shall be prescribed by the Borough of Brentwood or the proper officials thereof. Each police officer shall be entitled to an allowance towards the purchase and cleaning of their uniform in the amount of **\$900** per year for actual verified clothing purchases. Payment of the clothing allowance or any portion thereof will be either paid by the Borough to the police officer upon receipt by the Borough of written verification of the purchase, or paid by the Borough directly to the vendor upon receipt by the Borough of written verification from the police officer of the purchase or order. In lieu of submitting paid invoices for reimbursement to the Borough, or submitting invoices to the Borough for direct payment to the vendor, the police officer may choose to purchase clothing with vendors with whom the Borough is able to submit a purchase order invoice, provided the amount of the invoice does not exceed the clothing allowance then remaining for the police officer. The clothing allowance may be used to purchase all clothing and uniform equipment **as identified in the Borough's Police Uniform Policy**.

Also, any uniform damaged while on duty will be replaced or repaired by the Borough over and above the Uniform Allowance with approval by the Chief of Police. **In addition, the Borough will replace, if required, the external vest of any officer.**

Full-Time Officers terminating their employment with the Borough are entitled to keep any items purchased with their annual clothing allowance, but will return all items supplied to them by the Borough, e.g., taser, radio, etc. An inventory of equipment provided to each officer shall be maintained by the Chief of Police. However, any officer who purchased a fire arm or weapon with his/her clothing allowance must remain employed by the Borough for one calendar year from the date of purchase, or else will be required to return the fire arm or weapon to the Borough, or reimburse the Borough for the actual purchase price, on termination of employment. The Borough will pay any transfer or other fees necessary to complete transfer of ownership from the departing officer to the Borough. An officer remaining employed beyond one year from the purchase of a firearm or weapon may keep the weapon upon termination of his employment.

The Borough of Brentwood will replace Ballistic Vests in a sum up to **\$1,500** every five (5) years or in compliance with the expiration date of the Ballistic Vest. In order to qualify every five (5) years for a replacement vest, the officer must surrender any and all vests which have been issued to him by the Borough.

Probationary police officers are not entitled to the clothing allowance. Refer to Article XXXXV.

ARTICLE XVI

BEREAVEMENT LEAVE

- I. The full-time officer shall be entitled to the following paid bereavement leave:

Employee:

- (a) **Five (5)** days in the event of the death of the following persons: Spouse, **Parent**, or Child(ren).
 - (b) Three (3) days in the event of the death of the following persons: Brother; Sister; Father-in-Law; Mother-in-Law; or legal guardian.
 - (c) One(1) day in the event of the death of the following persons: Grandparent; Uncle; Aunt; Niece; Nephew; Brother-in-Law, or Sister-in-Law.
- II. The period during which an employee may utilize his or her paid bereavement leave shall be no earlier than (and including) the date of death of the named relative and no later than (and including) the day following the funeral of the named relative.
- III. Weekends, Holidays, and days on which the employee is not scheduled to work shall not be considered in the computation of bereavement leave days set forth in paragraph II.

ARTICLE XVII

EDUCATIONAL BASE PAY INCREMENT

Any police officer hired prior to January 1, 2012 will be entitled to the following educational base pay increment. Any Brentwood police officer attending and successfully completing a course of law enforcement training or related training that has been pre-approved by the Mayor and Council shall be entitled to a base pay increase of \$25.00 per month, commencing the first month after successful completion of such training, providing that no police officer shall be entitled to be paid said base pay increase unless:

- A. The police officer first makes written application to the Mayor and to Borough Council for approval to receive said base pay increase; and
- B. The Mayor recommends in writing to Borough Council the subsequent approval of the base pay increase; and

- C. Prior to the Police Officer's attending such training, Borough Council has approved the base pay increase by formal motion of Council duly adopted by majority vote of the members of Council present at a regular public meeting at which a quorum is present; and
- D. The police officers submits to the Mayor and to Council documentary proof of successful completion of said training.
- E. In order to resolve any potential problems covering educational benefits, it is emphasized that the pre-approval requirements must be satisfied.

A police officer will be paid an additional \$300.00 per year for an Associates Degree. An officer who has a B.A. degree will be paid \$500.00 per year.

ARTICLE XVIII

PERSONAL VEHICLE USE

Any police officer who uses his/her personal vehicle for any duty related purpose shall be reimbursed for the mileage incurred in accordance with the Federal Tax Guidelines as set by Council Resolution. Said trips must be authorized and/or pre-approved by the Borough of Brentwood.

ARTICLE XIX

SOLICITATION OF FUNDS

No police officer shall solicit or collect funds from any business establishment or any resident of the Borough of Brentwood.

ARTICLE XX

GRIEVANCE PROCEDURE

- A. The parties shall observe and be bound by Public Law 118.3 of 1947 relating to strikes by public employees. (43 P.S. 215.1 et seq.). During the term of this Agreement, there shall be no lockouts. There shall be no strikes, work stoppages, interruption or impeding of work, or concerted absences from work. No officer, board member or representative of the Union shall authorize, instigate, aid or condone any such activities. The applicable procedure of this Agreement shall be followed for the settlement of all grievances.

B. Definitions

Grievance — A "grievance" is hereby defined as:

- 1 A complaint by an employee regarding the interpretation, or application of, or compliance with this Agreement.
- 2 A complaint by the Union, where the Union as a party is affected, regarding interpretation or application of; or compliance with this Agreement.
- 3 Any disciplinary action that resulted in a written document to the Police Officer's Personnel file.

C Procedure

Step 1— Chief

Any employee who believes that he/she has a justifiable complaint shall submit a written and signed grievance to the Chief within then (10) days after the occurrence of the event giving rise the grievance or within ten (10) days after the employee knew or reasonably should have known of the event giving rise to the grievance.

The Chief shall have the authority to settle the grievance He/she will meet with the Grievant and/or his/her Union Steward to discuss the grievance, and will respond thereto, in writing, within ten (10) days of his/her having received it. If the Chief's decision is not appealed, the grievance shall be considered settled on the basis of the decision last made, and shall not be eligible for further appeal. If the Chief does not respond within ten (10) days, the grievance shall automatically be deemed denied and proceed to the next step of the grievance procedure.

Step 2 - Mayor

If the grievance is not satisfactorily resolved in Step 1, it may be appealed to Step 2 level. A grievance, to be considered beyond Step 1, however, must be appealed in writing by the Union to the Mayor within ten (10) days of the Chief's Step I decision.

In Step 2, the Union's Business Agent and the Mayor shall meet and discuss such grievance, following receipt of the written appeal, at a meeting to be scheduled for such purpose. Such Grievances will be discussed and answered by the Mayor within ten (10) days after they are received therefore, on appeal. The Mayor shall have the authority to settle the grievance. The decision of the Mayor and the date thereof shall be recorded on the Grievance Form, with a copy given to the aggrieved employee and his/her Union Business Agent. If the Mayor does not respond within ten (10) days, the grievance shall automatically be deemed denied and proceed to the next step of the grievance procedure.

Step 3 - Borough Council

If a grievance is not satisfactory resolved in Step 2, it may be appealed to the Step 3 level. A Grievance, to be considered beyond Step #2, however, must be appealed in writing by the Union within ten (10) days of the Mayor's Step 2 decision.

In Step 3, the Union's Business Agent and the Borough Council, or their designee, shall discuss such grievance, following receipt of the written appeal, at a meeting to be scheduled for

such purpose. Grievances discussed in such meeting shall be answered by the Borough Council, or their designee, in writing, within ten (10) days after the day of such meeting, unless a different date is agreed upon by the parties. If the Borough Council, or their designee, does not respond within ten (10) days, the grievance shall automatically be deemed denied and proceed to the next step of the grievance procedure..

Step 4 — Arbitration

1. Any grievance which has been processed in accordance with the provisions of this Section, but which has not been satisfactorily resolved, may upon proper appeal be submitted to arbitration before an impartial arbitrator to be selected by mutual agreement of the parties. If, within ten (10) workdays (or any longer period mutually agreed upon) after receipt of any proper appeal, the parties are unable to agree upon an Arbitrator, the American Arbitrator Association shall be requested to submit the name of nine (9) disinterested persons qualified and willing to act as Impartial Arbitrator, From such list the Union and the Borough shall, strike one name, until eight (8) names have been eliminated. The person whose name remains on the list shall be selected as the impartial arbitrator
2. The Arbitrator shall be requested to submit his decision, in writing within thirty (30) days after the conclusion of the hearing or hearings (and/or receipt of any transcript and/or briefs thereof) and the decision of the Arbitrator, so rendered shall be final and binding upon the employee involved and upon the parties to this Agreement. Where a dispute relates to the scale of wages or benefits in any way, any decision rendered shall not be made retroactive for more than thirty (30) days beyond the date on which the dispute first was presented, in writing, as a grievance. The fees and expenses of Arbitration shall be borne in equal shares by the Borough and the Union. The Arbitrator shall not have the right to add to, subtract from, modify, or disregard any of the terms or provisions of the Agreement.

D. Time Limits

The time limits set forth in this Article are business days.

ARTICLE XXI

DRUG AND SUBSTANCE ABUSE POLICY

Policy:

The Brentwood Borough has a legal responsibility and management obligation to ensure a safe work environment, as well as paramount interest in protecting the public by ensuring that its officers have the physical stamina and emotional stability to perform their assigned duties.

The abuse of drugs/alcohol or chemical substances is illegal and counter-productive to the good order and reputation of the Police Department and will not be tolerated. Officers must have physical coordination and unimpaired judgment to react prudently and effectively to the demands of police service.

Purpose:

This order states Police Department Policy relative to the use of narcotics, illegal drugs, alcohol and the abuse of legally prescribed drugs by any member of the Brentwood Police Department and sets forth conditions in which drug and alcohol tests will be required.

Definitions:

- A. The term "drug" includes alcohol, cannabis, narcotics, or controlled substances as defined under the Pennsylvania Crime Code Controlled Substance, Drug, Device, and Cosmetic Act.
- B. The term "drug abuse" includes the use of alcohol, cannabis, narcotics, or any controlled substance, which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug.
- C. "Reasonable Suspicion Standard" is an apparent state of facts and/or circumstances found to exist by a supervisor which would cause a reasonably intelligent person to believe the employee to be under the influence or a user of alcohol, drugs or narcotics. The standard of reasonable suspicion is less than probable cause.

General Rules:

- A. The use of illegal drugs, alcohol, cannabis, or non-prescribed controlled substances or the abuse of legally prescribed drugs or controlled substances by a member of the Brentwood Police Department is strictly prohibited.
- B. Refusal by a police officer to take the required drug or alcohol test shall be considered insubordination and will result in the immediate relief from his/her duties pending disposition of any administration action. The officer will be ordered to take a medical examination.

The department, upon notification of the refusal of a police officer to take the medical examination, shall mark the officer as absent without permission.

- C. Police Officers who appear under the influence of alcohol or a controlled substance for work may be subject to immediate fitness-for-duty examination at the Employers designated medical facility. Such fitness-for-duty examination shall be administered only after the Police Chief, Police Officer-in-Charge, or Borough Manager agrees the individual appears unfit for work.
- D. Police Officers are encouraged to request assistance through the Employer's Medical Insurance Coverage Program. Medical benefits will be provided as specified in Employer's Plan.
- E. The Employer will secure drug testing for all new job applicants.
- F. The use of alcohol or drugs during working hours, or reporting to work under the influence of alcohol or drugs, will not be tolerated. In addition, the abuse of alcohol or drugs at any time on duty could jeopardize employment with the Borough.

Mandatory Drug Testing:

Mandatory drug testing is the submission of a urine specimen/blood sample in order to test such samples for the presence of drugs.

Mandatory drug and alcohol analysis will be conducted only upon the approval of a chief of police or pursuant to Civil Service regulations under the following circumstances:

1. Based upon Reasonable Suspicion citing specific instances when a member was incapable of performing his or her required duties or exhibited unusual work performance measures and/or behavioral traits.
2. At any time during the probationary period
3. For counseling assistance programs or as conditions of discipline due to prior drug or alcohol abuse.
4. Prior to assignment with any special units, i.e. including any Drug Suppression, General Drug Task Force, Special Weapons and Tactics (SWAT), the Bomb Disposal Unit, and the Evidence Room.
5. Random testing twice each year for personnel assigned to special units as listed above.
6. When an officer is scheduled for physical examination to return to duty after absence of 15 days or more which normally requires physical examination and the officer has a record of excessive absenteeism.
7. When an officer is involved in an on-duty motor vehicle accident.

**Procedures for Ordering of
Drug/Alcohol Testing in Cases of Reasonable Suspicion:**

1. A ranking officer will be notified by the initiating supervisor of the circumstances leading to the request for a drug/alcohol test.
2. If the request for a drug/alcohol test is approved, the supervisor requesting the test will contact the chief of police immediately indicating the circumstances of reasonable suspicion, which formed the basis of the request. If the chief of police is not available, the supervising officer will order the test immediately. If the basis for the request includes an infraction of the Rules and Regulations, a Disciplinary Action Report (DAR) will accompany the request.
3. The memo will then be presented to the accused officer who will sign his or her name to the bottom of the report indicating that they have read it. This signature will in no way be considered an admission of guilt, but only an acknowledgment of the fact that the report was read. A copy of this report will be given to the accused officer.
4. An accused officer who refuses to submit to a properly required drug alcohol test shall be deemed insubordinate; and, charges shall be preferred by the requesting supervisor or other commanding officer, and the accused officer will be transported home.
5. If the accused officer agrees to take the drug/alcohol test, the officer shall complete and sign the drug/alcohol testing consent form; the supervisor shall read it to the officer. The yellow copy of the consent form will be given to the accused officer. The supervisor will retain the white copy of the consent form.
6. A supervisor will transport the accused officer to the approved testing facility and will stand by until the test has been administered and will then transport the officer home. At the testing facility, the supervisor shall complete and sign the laboratory request for the drug/alcohol test indicating the name of the accused officer to be tested and the telephone number of the chief of police or his designee who is the person to be contacted when the results of the drug or alcohol tests are available
7. Upon the completion of the drug/alcohol test, a copy of all police reports will be forwarded through the chain of command to the chief of police

**Allegations of Miscellaneous Drug-Related
Activity On or Off Duty:**

- A. Allegations of miscellaneous drug-related activity which would be considered reasonable suspicion requiring a drug test includes, but is not limited to, the following:
1. Illegal sale, delivery, manufacture, purchase, or possession of drugs and Narcotics
 2. Whenever the results of a preliminary criminal investigation indicate a reasonable suspicion to believe that the accused officer is involved in illegal drug-related activity; or upon completion of the initial stages of an administrative investigation which indicates a reasonable suspicion to believe that the accused officer is personally using illegal drugs or is personally misusing or abusing legally prescribed or dispensed medications.
 3. A reasonable suspicion exists when a person has a reasonable belief that an individual is under the influence of a drug that affects behavior, supportable by direct observation, particularly reasonable and common sense.

ARTICLE XXII

SEXUAL HARASSMENT POLICY

With the condition that any discipline of an employee must be for just cause, which may be contested through the grievance procedure, the "Borough of Brentwood Sexual Harassment Policy" as presented in Chapter 5.0 of the Brentwood Borough Personnel Policies & Procedures Manual, dated December 21, 2010 as may be amended from time to time in accordance with applicable laws, is incorporated into and made part of this Award as it is fully set forth in this Article.

ARTICLE XXIII

HEALTH INSURANCE

- A. **Hospitalization and Medical Benefits:** Brentwood Borough shall provide hospitalization and medical insurance coverage for all of its regular, full-time employees and their dependents. Full-time employees shall be defined as employees scheduled to work more than 30 hours per week or as defined in the Federal Affordable Care Act.

The healthcare coverage as of the signing of this Agreement will be a high deductible Plan. Each Bargaining Unit Member shall have a reimbursement account administered through an independent third party which shall provide up to Five Thousand dollars (\$5,000) per year for other than single coverage and Two-Thousand Five Hundred dollars (\$2,500) for single coverage's. This account/debit card shall ONLY be used to cover those eligible expenses that are associated with the Plan Deductible. It is the employee's responsibility to understand what is and is not an eligible expense for which the account/debit card can be used.

Each January 1, the allowable annual deductibles will be reinstated and the reimbursement accounts will be restored to the Five Thousand dollars (\$5,000) per year for other than single coverage and Two Thousand Five Hundred dollars (\$2,500) for single coverage's.

Upon reaching the plan deductible, the employee is responsible for any out-of-pocket Prescription Drug Co-Pays.

- B. Effective January 1, 2016, each full time officer shall contribute to the health insurance as indicated in the schedule below:

2016	\$1,000.00
2017	\$1,000.00
2018	\$1,200.00
2019	\$1,200.00

Said contribution will be pre-tax, and will be deducted on a pro-rated basis from each paycheck. If an employee is participating in the Health Insurance Waiver Option, he shall not be responsible for any health care contribution.

- C. The Borough shall pay or reimburse the police officer for the amount of any in-network/out-of network deductible payments actually incurred, but the police officers shall be responsible for all of their own co-pays. The police officer will make every good faith effort to try and use an in-network provider when possible.

The prescription drug program shall be as indicated on the healthcare plan's Summary of Benefits.

- D. The Union agrees to supply any applications, healthcare surveys, or other information that is pertinent to the Borough's receiving accurate healthcare provider quotes within 30-days from the date of request.
- E. **The parties recognize the costs associated with health insurance coverage, and also that insurance companies from time to time change the benefits offered within particular insurance plans or products. In order to allow the Employer the flexibility it needs to provide adequate health, dental and vision insurance coverage to the employees, the Employer shall have the continuing right to shop for comparable coverage to achieve cost savings and to suggest such alternate coverage to the employees. In the event the Employer chooses to switch to an alternate plan, it shall not have a unilateral right to do so, but shall first present the new plan to the employees. If the employees do not agree that the new coverage is comparable to the old coverage the parties shall have the right to submit the matter directly to grievance arbitration. The sole issue in that arbitration proceeding shall be whether the new plan is reasonably comparable overall in both costs and benefits to the old plan. The decision of the arbitrator in that event shall be binding on the parties, and shall be issued within 45-days of the filing of the grievance. If the determination is that the new coverage is reasonably comparable, the Employer shall have the right to switch. This provision shall apply to the health insurance plan, and also to the vision and dental insurance plans. The Bargaining Unit Members shall also have the right to suggest less expensive, alternate coverage to the Employer, and in fact the Members are encouraged to do so.**
- F. Effective January 1, 2012, Police officers hired during the term of this award shall be entitled to receive health insurance benefits in accordance with the above effective the first day of the month following the police officers first day of active duty with the Department contingent upon their successfully completing and submission of any and all enrollment forms and/or applications.
- G. Health Insurance Waiver Option - Eligible full-time officers may option to waive health insurance (including Dental and Vision) coverage as provided by the Borough of Brentwood in accordance with Chapter 11.2 – Cafeteria Plan of the Brentwood Borough Personnel Policies & Procedures Manual that may be updated or revised at the discretion of the Borough of Brentwood Council from time to time.

Any employee waiving the coverage under this article may re-enter the health insurance program in the event a non-medical reason for participating in the Brentwood plan has changed, such as the employee's insurance protection having been lost or modified due to his spouse's death, layoff, discharge, retirement or change in spouses coverage.

- H. The Union agrees, upon the request of the Borough, to meet and discuss issues concerning health insurance coverage.

ARTICLE XXIV

OPTICAL BENEFITS

The Borough shall pay the full cost for the VSP vision plan for each full-time police officer and his or her eligible dependents. Said coverage is currently provided by the Teamsters Local 205 Health and Welfare Program. The Borough has the right to switch Vision Coverage's as long as said coverage is "substantially comparable" to their current coverage.

ARTICLE XXV

DENTAL BENEFITS

The Borough shall pay the full cost for the Dental plan for each full-time police officer and his or her eligible dependents. Said coverage is currently provided by the Teamsters Local 205 Health and Welfare Program. The Borough is currently in the process of changing the Dental Plan to a more universally accepted plan (i.e. United Concordia Premium Plan). However, said plan will be "substantially comparable" to the current Dental Plan provided by the Teamsters Local 205 Health and Welfare Program. Regardless of the Dental Plan the Borough switches to, the Borough shall maintain the right to switch Dental Coverage's as long as said coverage is "substantially comparable" to their current coverage.

ARTICLE XXVI

LIFE INSURANCE

The Borough of Brentwood shall provide each **\$80,000.00** in Life Insurance, with double indemnity in case of accidental death while on duty, at no cost to him/her. The Borough shall furnish satisfactory proof to each officer that he/she is so covered; onset of said coverage to begin January 1, 1990.

ARTICLE XXVII

DISABILITY BENEFITS

The Borough shall continue to provide Non-occupational Short and Long Term Disability Coverage as in effect and will provide the employees with a copy of the current plan for a maximum period of fifty-two (52) weeks for the term of this agreement.

It is understood and agreed that an employee cannot receive both "Sick Days", "Sick Bank", or "Vacation Days", benefit pay from the Employer and the pro rate share of the wage continuation benefit paid for by the Employer under the STD or LTD insurance policy for the same periods of time. During such overlapping periods, the Employer shall deduct from the employee's pay an amount equal to the pro rata share of the benefit, which he/she is entitled to receive under the aforesaid insurance policy.

Short Term Disability benefits shall commence for an employee who is injured off the job or suffers an extended illness after a thirty (30) calendar day waiting period. The benefit is equivalent to two-thirds (2/3) of their base pay.

Long Term Disability benefits shall commence for an employee who is injured off the job or suffers an extended illness after a ninety (90) calendar day waiting period. The benefit is equivalent to two-thirds (2/3) of their base pay.

An employee shall be eligible for short and long term disability benefits only if such employee has been a regular full-time employee for one (1) or more years and becomes totally disabled as a result of sickness or accident so as to be prevented from performing the duties of their employment and a licensed physician certified such total disability. Benefits will not be payable for any period during which an employee is not under the care of a licensed physician.

To be eligible for such STD or LTD benefits, the employee must give written notice to the Employer of his claim no later than twenty-one (21) days after the disability commences.

ARTICLE XXVIII

DEATH BENEFIT'S (retired)

The beneficiary or beneficiaries designated by a full-time police officer shall upon his/her death after retirement, be paid a death benefit of \$15,000 provided that the police officer retires after December 31, 1989.

ARTICLE XXIX

RETIREMENT PAY

- A. The formula for computing retirement pay shall include the monthly average compensation of the police officer calculated from his/her annual wage and tax statement, United States IRS Form W-2, for his/her last thirty-six (36) months employment.
- B. Police officers, may be at their option, established a 414 H-2 pre-tax deductions plan. However, all police officers must participate in order to establish this plan.
- C. A police officer upon retirement may elect to receive payment for accrued vacation in a lump sum with the final paycheck.
- D. A police officer may retire at age 55 with 25 years service. A police officer upon retirement with more than 25 years service shall receive an additional \$25.00 per month for each year in excess of 25 years up to a maximum of \$100.00 per month for four (4) such years. Also, effective January 1, 1993, a retirement benefit in the amount of fifty percent (50%) of a retired officer's (deceased) pension benefit.

ARTICLE XXX

HOSPITALIZATION AFTER RETIREMENT

All police officers retiring after December 31, 1999, shall at their option, remain in the Blue Cross Group Plan, provided that retiree pay fifty percent (50%) of the premium for same be paid by retiree and he/she continues to be eligible under the then existing hospitalization group contract. The Borough of Brentwood shall assume fifty percent (50%) of the retiree's premium provided he/she continues to be eligible under the then existing hospitalization group contract.

All police officers hired after January 1, 2012 and upon reaching the age of 60 with 25 years of service to the Brentwood Borough Police Department, shall at their option, remain in the Borough's Healthcare Plan **benefits as those provided for active employees at any time, either through negotiations or binding arbitration, shall also apply equally to retiree benefits. Such changes include but are not limited to any changes in benefit structure, cost sharing or any other change to eliminate or lessen the cost of the Cadillac tax to the Borough made by negotiations or through an Act 111 proceeding,** provided that retiree pay fifty percent (50%) of the premiums for same and he/she continues to be eligible under the then existing hospitalization group contract. The Borough of Brentwood shall assume fifty percent (50%) of the retiree's premium provided he/she continues to be eligible under the then existing hospitalization group contract. In order to be eligible for this benefit an employee must have at least 25 years of service and be at least 60 years old at the time he/she retires which shall include the date of entry into a DROP.

Eligibility, if any, for Borough subsidized post-retirement healthcare, shall expire when the employee becomes eligible through another source including Medicare.

ARTICLE XXXI

PHYSICAL EXAMINATION

Each police officer shall submit to a biennial physical examination by a physician selected by the Borough, at the cost of the Borough, with a copy of the medical report to be furnished by Chairman of the Public Safety Committee and to the Mayor of the Borough of Brentwood.

ARTICLE XXXII

POLICE PENSION AND DEATH BENEFIT PLAN

The Council of the Borough of Brentwood shall continue to approve as additional Trustee for the Brentwood Borough Police Pension and Death Benefit Fund, a full-time police officer employed by the Borough of Brentwood and elected as set forth in Brentwood Borough Ordinance No. 875 as amended by Ordinance No. 889. Further, upon written request of any police officer after the effective date of the this Agreement, the Council of the Borough of Brentwood shall request the Trustees of said Fund to furnish a copy of any insurance policy, or policies, funding in part or in whole any 's Pension to him or her.

ARTICLE XXXIII

PENSION BENEFITS AND CONTRIBUTION

- A. Timely and appropriate amendments shall be made to the Brentwood Borough Police Pension and Benefit Plan Ordinances; including Ordinances No. 875 and No 889, appearing in the Code of Ordinances of the Borough of Brentwood, Chapter 1, Part 6-C.
- B. Beginning January 1, 1990, the amount of social security benefits offset against the total monthly Borough Pension payment shall be eliminated and reduced to zero. Beginning January 1, 1990, the amount on monthly contribution to the Pension and Benefit Fund withheld from the compensation of a police officer shall be three and five tenths (3.5%) percent of all such compensation on which social security taxes are payable and a rate of five (5%) percent of all such compensation in excess of that on which social security taxes are payable.
- C. Effective January 1, 2012, member contributions to the pension plan shall be set at 3.5%. Beginning January 1, 2013 and each year thereafter, police contributions shall be set up to 5% provided that an actuarial study conducted by the plan actuary determines that contributions by the Borough would otherwise be necessary to keep the fund actuarially sound. In that event, police officers shall be required to contribute to 5% of the compensation that is eligible for inclusion in a pension calculation as permitted by Act 600 in any year that contributions to the police pension plan are required. However, in setting the contribution rate, no participant contributions will be required unless and until the actuary determines, assuming the foreign casualty insurance funds received from

the Commonwealth attributable to the fact that the Borough maintains a police force are applied to reduce the funding obligation, that additional contributions are necessary to maintain the actuarial soundness of the plan. The Borough is not required to direct all, or a part of such monies into the plan, except that there shall be no assessment of police officer contributions in any year in which the foreign casualty and foreign fire insurance tax monies coming to it because it has a police force (and attributable to the amount of money received by the Borough because of that police force) have been included in the cost study as funds available to satisfy the minimum municipal obligation.

The rate of five (5%) percent of all such compensation in excess of that on which social security taxes are payable shall remain constant.

- D. Deferred Retirement Option Plan (DROP) - The Borough of Brentwood shall offer eligible full time police officers a Deferred Retirement Option Plan (DROP) in accordance with Chapter 11.8 – DROP of the Brentwood Borough Personnel Policies & Procedures Manual.

ARTICLE XXXIV

PENSION FUND EVALUATION

The Police Pension Fund shall be once every two (2) years evaluated by the Trustees, the Union and the Borough for the purpose of evaluating the actuarial increase or increment of benefits for police officers on retirement.

ARTICLE XXXV

LAYOFF AND REDUCTION OF WORKFORCE

Any layoff of police officers will be controlled by the provisions of applicable law. **Should there be any discussion of possibly disbanding or merging the Brentwood Police Department, the Borough shall notify the Department a minimum of 12 months prior to any proposed date for said disbanding and/or merging.**

ARTICLE XXXVI

VERIFICATION OF FALSE ARREST INSURANCE

The Borough of Brentwood will provide the Union with appropriate information verifying the existence of false arrest insurance for Brentwood Borough.

ARTICLE XXXVII

POLICE OFFICER BILL OF RIGHTS

The Borough of Brentwood shall adopt, implement and make a part of the parties' collective bargaining agreement the provisions of the following Bill of Rights:

1. When an anonymous complaint is made against a police officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.
2. When any citizen complaint is filed greater than ninety (90) calendar days after the alleged event complained of, which if true, could lead to a criminal charge, such complaint shall be classified as unfounded and the accused employee shall not be required to submit a written report, but he/she shall be notified orally or in writing of such claim.
3. A police officer, whether a subject or witness, must be informed of the nature of the interrogation at the outset of the interrogation.
4. If the interrogated police officer writes a written statement, a transcript is taken, or mechanical record is made, a copy of same must be given to the interrogated police officer, without cost, upon request.
5. If any police officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he/she shall be completely informed of all his/her rights prior to the commencement of the interrogation.
6. At the request of any police officer under interrogation, he/she shall have the right to be represented by counsel of his/her choice and/or a Union representative who shall be present at all times during the interrogation. The interrogation shall be suspended for a reasonable time until representation can be obtained.
7. Unless agreed to by the officer the Borough of Brentwood shall not make any public comments on the reason for any disciplinary action brought action the officer.
8. **If an officer becomes the subject of a non-criminal investigation, the Borough shall notify the officer as soon as reasonably feasible.**
9. **The Borough will make every effort to investigate and act upon any potential disciplinary procedures involving an officer in a timely manner.**

ARTICLE XXXVIII

DUES CHECK-OFF AND FAIR SHARE FEE

DUES CHECK-OFF

The Borough agrees to deduct monthly Union dues, fees and/or uniform assessments of the Union from the first pay each month of any employee from whom written authorization is received, and to send such monies to the Union on or before the end of the month for which the deduction is made.

A dues check-off authorized is to be involuntary, but once given it may not be revoked until fifteen (15) days prior to the expiration of this Agreement.

The Union agrees to indemnify and hold the Borough harmless from any and all claims, suits, or other forms of liability arising out of its deductions of monies under this Article.

Monthly dues shall be owed by part-time officers only for those months in which they work at least thirty-two (32.) hours.

FAIR SHARE FEE

When a full-time or part-time police officer declines to join the Union, he/she shall, nevertheless, be assessed a fair share fee as defined in the Public Employee Fair Share Fee Law, 43 P.S. Sec. 1102.1, et seq. The Union shall determine the fee in accordance with, and follow all procedures established by, the Public Employee Fair Share Fee Law, 43 P.S. Sec. 1102.1, et seq.

Monthly fair share fees shall be owed by part-time officers only for those months in which they work at least thirty-two (32) hours.

ARTICLE XXXIX

SICK LEAVE POLICY – DISABILITY

The parties understand and agree that sick leave is an important benefit available for use by a police officer who is unable to work due to medical illness or injury to the officer

The Borough agrees to provide police officers with the same short-term disability policy coverage it provides to other Borough employees.

Full-time police officers will be permitted ten (10) paid sick days per calendar year, and such officers shall be permitted to accumulate unused sick days from year to year, to a maximum of **ninety (90)** unused and accumulated sick days.

Once 30 sick-days are accumulated the Borough agrees to buy-back up to 5-days per year at 75% of the Officer's Base Salary in a lump sum payment by December 1st of each year.

The Borough shall have the right to investigate abuses of sick leave. Officers absent due to illness or injury for more than three (3) consecutive workdays may be required to be examined by a Borough-designated physician, and may be required to submit to medical examinations and/or tests before permitted to return to work.

ARTICLE XL

TEAM LEGAL

The Borough shall provide and pay the full cost of the premiums for Criminal and Civil Defense Insurance for all full-time police officers, but which insurance premium costs shall not exceed \$90/per year per officer for each year of this Agreement. If the cost of the annual premium for such insurance exceeds \$90/per year per officer, then either officer or the Union shall be responsible for such excess premium cost. At the time of execution of this Agreement, the current yearly premium cost for such insurance per officer is \$86.88 per year.

ARTICLE XLI

TRAUMATIC INCIDENT

If an officer is involved in a duty related traumatic incident (a shooting, etc.) and is removed from duty by the Borough, he shall be compensated at his regular rate of pay for all such shifts which he is removed by the Borough.

ARTICLE XLII

LIGHT DUTY POLICY

The parties agree that Light Duty is a managerial prerogative and may be implemented at the discretion of Brentwood Borough Council. **Light duty will be offered in a fair and equal manner for all on or off duty injuries.**

ARTICLE XLIII

SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement during the term of this Agreement, the Employer agrees that no work or services of the kind, nature or type covered by, presently performed, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other corporation, partnership, person or non-unit employees, without consent of the

Union, unless otherwise provided in this Agreement or unless such work has been subcontracted by the Employer in the past and then in such event it is agreed that no bargaining unit employee shall be laid off as a result of such contracting.

ARTICLE XLIV

DRIVE AUTHORIZATION AND DEDUCTION

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amount designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis in one check, the total amount deducted alongside the name of each employee on whose behalf a deduction is made, employee's Social Security Number and the amount deducted from employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE XLV

PROBATIONARY POLICE OFFICERS

- A. Newly hired officers shall serve a twelve (12) month probationary period.
- B. During the probationary period probationary officer shall not be entitled to any form of leave time or other additional benefits afforded to non-probationary officers under the terms of this agreement except for two (2) sick days for the probationary year after completing three (3) months of active duty. These sick days will not be carried over if the officer is hired as a full-time police officer.
- C. Upon satisfactory completion of the probationary period and hiring as a full-time police officer by the Borough of Brentwood, each such officer will be entitled to four (4) personal days as outlined in Article XII above, ten (10) vacation days as outlined in Article XIII, and ten (10) sick days as outlined in Article XXXIX. All leave time will be pro-rated on a calendar year basis, where the numerator of the fraction is the number of full months remaining in the calendar year, and the denominator is the number 12. By way of example, if the offer of full-time employment is extended during any portion of the eighth (8th) month, the pro-rata share of personal days and vacation days to which the officer will be entitled is four-twelfths (4/12) or in this example, 1 personal day, 3 vacation days, and 3 sick days until Dec. 31st.
- D. The only exception to the above exclusion from benefits for probationary police officers is healthcare insurance. Probationary police officers shall be eligible for healthcare insurance under the terms of this agreement. Refer to Article XXV.

- E. Probationary police officers are not entitled to the clothing allowance describe in Article XV during their probationary period. Upon hiring as a probationary officer, each probationary officer will be provided with the necessary uniform and equipment.
- F. Upon satisfactory completion of the probationary period and hiring as a full-time police officer by the Borough of Brentwood, each such officer will be entitled to a clothing allowance as outlined in Article XV above pro-rated on a calendar year basis, where the numerator of the fraction is the number of full months remaining in the calendar year, and the denominator is the number 12. By way of example, if the offer of full-time employment is extended during any portion of the eight (8th) month, the pro-rata share of the clothing allowance to which the officer will be entitled is four-twelfths (4/12).
- G. In the event a probationary police officer does not satisfactorily complete the probationary employment, does not receive an offer of full-time employment, or for any reason does not accept an offer of full-time employment from the Borough of Brentwood, then all items of clothing and equipment provided to the officer at the time of hire shall be returned to the Borough of Brentwood.

ARTICLE XLVI

CANINE POLICE OFFICER

Refer to Exhibit "A" attached.

ARTICLE XLVII

PART-TIME POLICE OFFICERS

- A. **There shall be no Part-Time Police Officers employed by the Borough of Brentwood under the Terms of this Agreement.**

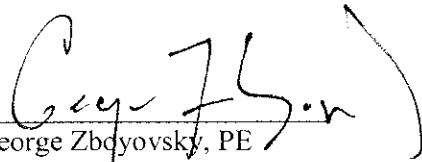
ARTICLE XLVIII

DURATION

IN WITNESS WHEREOF, THE PARTIES HERETO, BY THEIR DULY AUTHORIZED OFFICERS AND REPRESENTATIVES AND INTENDING TO BE LEGALLY BOUND HEREBY, HAVE AFFIXED THEIR HANDS AND SEALS THIS DAY OF AUGUST 23, 2016.

ATTEST:

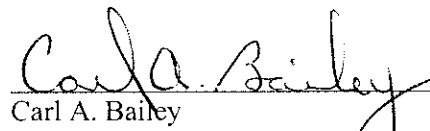
BOROUGH OF BRENTWOOD


George Zbdyovsky, PE
Borough Manager


John Frombach
President of Council

ATTEST:

TEAMSTERS LOCAL UNION NO. 205


Carl A. Bailey
Secretary-Treasurer