

POLICE LABOR CONTRACT

OCTOBER 1, 2019 – DECEMBER 31, 2024

BETWEEN

THE BOROUGH OF EDGEWOOD

AND

TEAMSTERS LOCAL UNION NO. 205

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AGREEMENT

This AGREEMENT is made and entered into as of the 1st day of October, 2019, between the **BOROUGH OF EDGEWOOD**, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter designated as the "Borough", and the **TEAMSTERS LOCAL UNION NO. 205**, hereinafter designated as "the Union."

WITNESSETH

WHEREAS, the parties desire to establish a standard of wages and other conditions under which the Police Officers of the Borough of Edgewood shall work for the Borough of Edgewood during the term of the Agreement; and

WHEREAS, the parties desire to set forth in writing their Agreement achieved through collective bargaining; and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the quality of public service to the citizens of the Borough of Edgewood, and that there shall be uninterrupted service to the community.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is agreed by and between the parties as follows:

ARTICLE I – RECOGNITION

Teamsters Local Union No. 205, affiliated with the International Brotherhood of Teamsters, is the exclusive representative of the employees of Borough of Edgewood Police Department for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment, for the bargaining unit certified by the PLRB as:

All full-time and regular part-time police officers including but not limited to sergeants and patrol officers; and excluding the Chief of Police and any other managerial employees. PF-R-10-67-W (PF-R-83-41-W).

ARTICLE II - MANAGEMENT

Section 2.1 The management of the Borough of Edgewood Police Department and the direction of its working force is vested solely in the Borough of Edgewood acting through its Chief of Police, Mayor, Council, and/or Civil Service Commission, and shall include, but shall not be limited to the right to hire, classify, promote, suspend, discipline, discharge, schedule shifts, alter shifts, establish working hours, and control the right to use any or all Borough equipment of the Borough of Edgewood, except where expressly abridged by a specific provision of the Agreement.

Section 2.2 This Agreement is subject to the rights and responsibilities of the Civil Service Commission, but it is agreed that no Police Officer shall be transferred, demoted, or disciplined for arbitrary or capricious reasons, and shall not be discriminated against by either party because of his participation or non-participation in the collective bargaining process.

ARTICLE III - GRIEVANCE PROCEDURE

Section 3.1 It is the intent of the grievance procedure to promote good lines of communication between the Edgewood Borough Council, the Public Safety Committee, the Mayor, the Police Chief, and the Police Officers. There is no intent to subject any Police Officer to retribution of reprisals because of grievance filing.

Section 3.2 A grievance is limited to a complaint or request of a Police Officer which involves the interpretation or application of or compliance with the existing agreements between the Borough and the Union. All matters of discipline may be processed through either the Grievance Procedure or the Civil Service Commission, but not both. Once an officer files a grievance through either one, the issue cannot be processed through the other procedure. In reference to discipline, only suspensions or discharge shall proceed to arbitration.

Section 3.3 The grievance procedure shall be an internal procedure between the Union and the Mayor, Edgewood Borough Council, Borough Solicitor, or others on the Edgewood Borough payroll. The aggrieved Officer shall be permitted outside representation, at no cost to the Borough, including legal representation, upon completion of Step 1 of the Grievance Process.

One grievance representative, who shall be an active member of the Edgewood Police Force, shall be selected by the Police Officers.

All grievance discussions and other grievance activities in all steps shall be restricted to the off-duty time of the Police Officers and grievance representative.

Section 3.4

Step 1 – Any Police Officer who believes he has a justifiable grievance or complaint shall reduce the grievance to writing and discuss the alleged grievance with the Police Chief or his designee, with or without the grievance representative present, as the Police Officer may elect, within ten (10) days after the occurrence, in an attempt to settle same. The Police Chief shall answer the grievance in writing within five (5) days.

Step 2 - In the event that no satisfactory settlement is reached in Step 1, the grievance shall be referred by the grievance representative within ten (10) days after the Step 1 answer to the Mayor, who will consult with the Chairman of the Public Safety Committee. The answer to the grievance will be subject to the approval of the Chairman of the Public Safety Committee and will be rendered within ten (10) days.

Step 3 - In the event that no satisfactory settlement is reached in Step 2, the Union, within ten (10) days after the Step 2 answer, shall refer the grievance to the Edgewood Borough Council, who shall answer the grievance following the earliest practicable opportunity to call a meeting of

a quorum of the Council. The Step 3 answer to the grievance shall be made within ten (10) days of this meeting. "Days" within the meaning of this Article shall exclude Saturdays, Sundays and holidays.

Step 4 - In the event that a satisfactory adjustment cannot be reached between the parties as stated above, the matter shall be submitted to binding arbitration. The Union shall, in writing, notify the Mayor within seven (7) days from the Step 3 answer that they demand to arbitrate the dispute. The arbitrator shall be selected as follows: The parties shall attempt to agree on selection of the arbitrator. If the parties are unable to agree on an arbitrator within five (5) days after arbitration has been demanded, then either party may request the Pennsylvania Bureau of Mediation, or its successor, to furnish a list of seven (7) prospective arbitrators who are residents of the Commonwealth of Pennsylvania, from which list the arbitrator shall be selected. Both parties shall strike one (1) name, and the remaining name on the list shall be designated the arbitrator. The expenses of the impartial arbitrator shall be shared equally by the parties. There shall be no suspensions or refusal to work during the negotiations or arbitration. A decision of the arbitrator shall be final and binding on the parties to this Agreement and the aggrieved. The arbitrator shall not have the authority to modify, add to or delete any of the provisions of this Agreement.

ARTICLE IV - UNION STEWARD

Section 4.1 The Employer recognizes the right of the Union to designate Job Stewards and alternates. The authority of Job Stewards and alternates so designated by the Union shall be limited and shall not exceed the following duties and activities:

- a) Investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
- b) The transmission of such messages and information which shall originate with and are authorized by the Local Union or its Officers provided such messages and information.
 - 1) Have been reduced to writing; or
 - 2) If not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns or refusal to obey orders, or any other interference with the Employer's business.

Section 4.2 Job Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business.

Section 4.3 The Employer recognizes these limitations upon the authority of the job stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have authority to impose proper discipline, including discharge, in the event that the Job Steward has taken unauthorized strike action, slowdown activity, or any work stoppage or work interference, or has acted in a manner indicating his approval of same, violation of this Agreement.

Section 4.4 The Borough shall permit the Union Steward up to one (1) hour for the orientation of all new employees.

ARTICLE V - COMPENSATORY TIME AND TRAINING TIME

Section 5.1 Overtime pay shall not be received by any Police Officer for time involved in participation in training programs, attendance at the Police Academy, and other training and schooling activities, except where paid for by an agency other than the Borough.

Section 5.2 Each Police Officer shall be granted compensatory time at a rate of time and one-half (1 ½). A police officer may accrue up to a maximum of eighty (80) hours of compensatory time. Compensatory time may be carried over from year to year by officers. Compensatory time off is only granted for Training time, Edgewood Borough Community Day and related duties or activities, Halloween Community Parade or related activities, and the Citizens Police Academy. Compensatory time will not be granted for special details. All officers designated as OIC (Officer in charge) based on full-time seniority on their respective shift shall be compensated one dollar (\$1.00) per hour in addition to their regular hourly rate. Officers may choose between compensatory time and overtime wages when mandated for overtime, not exceeding the forty (40) hours in accumulated compensatory time. Compensatory time off requests must be made in a timely fashion to the Chief of Police. Officer's request and usage of compensatory time cannot cause overtime, or be used on a holiday. Compensatory time usage will be approved or denied by the Chief of Police. The Chief of Police will keep all records relating to Compensatory time for officers. Requests for compensatory time shall not be unreasonably denied. Upon termination of employment for any reason, an officer will be paid for all unused compensatory time.

Section 5.3 An Officer attending training or schooling approved by the Borough shall be paid mileage equivalent to that of the Internal Revenue Service's mileage rating chart at the time in which these miles were driven by that Officer. Use of an individual Officer's vehicle shall be permitted only when a Borough vehicle is not available for that Officer's use; mileage calculated when the use of an Officer's vehicle is needed shall commence and terminate at the Borough Police Station located in the Borough Building unless otherwise mutually agreed upon by the Officer and the Borough. The Borough shall pay a maximum of five hundred (\$500.00) dollars per year to reimburse officers for the cost of any training which is needed to maintain required certification for firearms/Tazer instruction approved by the Borough.

Section 5.4 At such times when an Officer is attending a Borough approved training or schooling course that extends beyond four (4) hours for that particular day, the Officer shall be compensated with a lunch allowance of up to five dollars (\$5.00) for that day provided that the Officer presents a receipt to the Borough for his lunch expenses. In such cases where a Borough approved training or schooling extends beyond eight (8) hours for a particular day, a meal allowance of up to twelve dollars (\$12.00) per day will be provided to that Officer provided that the Officer presents the Borough with a receipt for his expenses.

Section 5.5 The provisions of the Article shall not be applicable to training or schooling activities which are paid by some agency other than the Borough.

ARTICLE VI - MILITARY DUTY AND JURY DUTY

Section 6.1 All police officers of the Borough of Edgewood who are members, either enlisted or commissioned, of any reserve component of the United States Army, Navy, Marine Corps., Air Force or Coast Guard, shall be entitled to leave of absence from their respective duties without loss of pay, time, or efficiency rating on all days not exceeding fifteen (15) in any one year during which they shall, as members of such reserve components, be engaged in the active service of the United States or in field training ordered or authorized by the federal forces.

Section 6.2 A full-time Officer who performs jury duty shall be paid the difference between his full rate of pay as an Officer for each day that he performs jury duty and the amount paid to him for performance of such jury duty.

ARTICLE VII - HOURS OF WORK AND SHIFT DIFFERENTIAL

Section 7.1 The normal hours of work and shifts scheduled for a Police Officer shall be forty (40) hours in the work week, inclusive of a half-hour lunch period.

Section 7.2 All hours worked in excess of forty (40) in a work week or eight (8) in a work day shall constitute overtime and shall be paid at a rate of one and one-half (1 ½) times the regular annual salary divided by two thousand and eighty (2080) hours. There shall be no duplication or pyramiding in the computation of overtime and other premium pay and nothing in the Agreement shall be construed to require the payment of overtime or other premium pay more than once for the same hours worked.

Section 7.3 A minimum of two (2) Police Officers shall be on duty at all times not including the Chief. Full time Officers will work steady shifts without a split for the entire week. The scheduling of work shifts is vested solely with the Borough and shall be determined and/or altered by the Borough on an as needed basis. The shift schedule shall provide for a minimum of sixteen (16) consecutive hours off between shifts and a minimum of forty-eight (48) consecutive hours off for pass days for each scheduled Officer unless otherwise agreed upon by the Officer and the Borough. Shift duty assignments shall not under any circumstances be made for disciplinary or punitive purposes. For the purpose of this section, shift or day changes made to improve supervision or job performance shall not be considered as made for disciplinary or punitive purposes.

Section 7.4 The occasional exchanging or switching of shifts among the members of the Department shall be permitted in only those cases where it is mutually agreed upon by the officers involved with the shift exchange and subject to the Borough's prior approval, which approval shall not be unreasonably withheld. Any exchange or switching of shifts that initiates an overtime circumstance is strictly prohibited. Officers may voluntarily switch shifts for educational purposes, if both officers agree and with the approval of the Chief of Police.

Section 7.5 On November 5th of each calendar year the Chief will post the shift schedule picks and pass days for the following year. The Chief has the right to determine the number of police officer assigned to each shift and also to determine pass days, including the shifts and pass days for Sergeants. Once posted each officer, by seniority, shall be granted three (3) calendar days to bid their shift, if said selection is not made the officer shall move to the bottom of the seniority list. Allowances shall be given for vacation and sick time. This schedule will remain in effect for that calendar year. However, the Chief of Police has the right to change shifts, at his discretion, by giving a police officer seven (7) days' notice for temporary schedule changes., unless the Chief needs to make a schedule change more quickly in order to cover a shift, when no part-time officers are available. The Borough reserves the right to change this arrangement in order to address issues which may arise. However, the Borough will give the police officers thirty (30) days' notice for permanent schedule changes and will meet with the police officers to discuss this matter prior to making any change. Otherwise, this arrangement will continue on a year to year basis.

Section 7.6 During the term of this Agreement, a shift differential in the amount of one (\$1.00) dollar per hour shall be paid to full-time Officers working other than the "A" shift (7:00 a.m. to 3:00 p.m.).

ARTICLE VIII - SALARY, LONGEVITY AND CALL BACKS

Section 8.1

- a) The regular rate of pay for full-time Police Officers shall be as follows:

Rank	Effective 01/01/2020	Effective 01/01/2021	Effective 01/01/2022	Effective 01/01/2023	Effective 01/01/2024
Sergeant	\$86,081.63	\$88,448.87	\$91,102.34	\$93,607.65	\$96,181.86
Hourly Patrolman 1 (6 years or more)	\$41.39	\$42.52	\$43.80	\$45.00	\$46.24
	\$82,289.58	\$84,552.54	\$87,089.12	\$89,484.07	\$91,944.88
Hourly	\$39.56	\$40.65	\$41.87	\$43.02	\$44.20

- b) Newly hired full-time police officers will be paid a percentage of the Patrolman 1 annual salary in accordance with the following schedule:

0-1	During the probation period	70%
1-2	After one full year of employment	75%
2-3	After two full years of employment	80%
3-4	After three full years of employment	85%
4-5	After four full years of employment	90%
5-6	After five full years of employment	95%
6 +	After six full years of employment	100%

- c) Effective October 1, 2019, part-time patrol officers shall be paid in accordance with the following schedule:

<u>Effective 10/01/2019</u>	<u>Effective 1/01/2020</u>	<u>Effective 01/01/2021</u>	<u>Effective 01/01/2022</u>	<u>Effective 01/01/2023</u>	<u>Effective 01/01/2024</u>
\$18.50/hr.	\$19.06/hr.	\$19.58/hr.	\$20.17/hr.	\$20.72/hr.	\$21.29/hr.

Section 8.2 LONGEVITY: Each full-time Police Officer hired on or before December 31, 2001 shall be entitled to receive longevity pay in addition to his or her regular salary at the following rates:

After one full year of service	1% of annual salary
After two full years of service	2% of annual salary
After three full years of service	3% of annual salary
After five full years of service	5% of annual salary
After ten full years of service	6% of annual salary
After twenty full years of service	7% of annual salary

For full-time officers hired after January 1, 2002, the following longevity schedule shall apply:

After three years of employment	3% of annual salary
After five full years of employment	5% of annual salary

Full-Time officers hired after January 1, 2017, shall not be entitled to longevity pay.

Longevity pay shall be capped at an annual maximum of four thousand (\$4,000) dollars for current officers.

Section 8.3 Where a Police Officer has been relieved of duty for the day and is called back to duty, his call back time shall be for a minimum of four (4) hours at the appropriate rate of pay for such call back time. An Officer may be assigned to other duties during the call-back period. Call back will not be used to reduce an Officer's scheduled hours of work. Where a Police Officer is called back to duty after he has been relieved of duty for the day in order to attend a meeting with the Mayor, Police Chief, other superior Officers, or other agents acting for the Borough, his call back time shall be for a minimum of one (1) hour at the appropriate rate of pay. An Officer shall not be paid if he is called back for a disciplinary meeting or disciplinary purposes.

Section 8.4 Extra Duty Details - Full-time officers will receive overtime at the rate of one and one-half (1 ½) times his or her base hourly rate for extra duty details. The Borough, in its discretion, may charge the person or entity requesting an extra duty detail and administrative charge in excess of the amount paid to the police officer. All extra duty overtime opportunities shall be filled by utilizing the full-time officer seniority list on a round robin basis. If no full-time officer is available, only then the part-time seniority list shall be utilized.

When an outside entity, specifically for traffic details and the movie industry, hires an off duty officer for an extra duty detail, the officer shall be compensated at a minimum of time and one-half (1 ½) the rate of pay for the Sergeant. All other details shall be at the officer's regular overtime rate. All overtime opportunities shall be offered by seniority on a round robin basis.

ARTICLE IX - COURT APPEARANCE TIME – CRIMINAL DISTRICT JUSTICE AND CIVIL

Section 9.1 Whenever a full-time police officer appears on behalf of the Borough in any criminal proceeding before a District Magistrate, the Court of Common Pleas of Allegheny County, or any other court of competent jurisdiction, during his or her off-duty hours, the Borough shall pay the full-time police officer overtime at the rate of one and one-half times his or her base hourly rate for all hours actually worked. For off-duty court time, there will be a minimum of two hours for attendance at a hearing or hearings before a District Magistrate and a minimum of four hours for attendance at any other criminal court of higher jurisdiction. Verification of the hours of attendance at said criminal court proceedings must be submitted to the Borough.

The Borough agrees to reimburse a police officer for parking fees incurred in connection with a downtown criminal court appearance, not to exceed twenty-five (\$25.00) dollars per day.

ARTICLE X - HOLIDAYS

Section 10.1 Each full time employee shall be entitled to holidays as follows:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Thanksgiving
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Day

Section 10.2 For each holiday, payment at the full-time Officer's straight time hourly rate shall be made to each Officer in the first pay in December of the calendar year in which the holiday was observed. If an officer calls off, for any reason, on the day of a holiday, the officer shall not receive holiday pay for that day.

Section 10.3 Each full-time Police Officer will receive two (2) personal days each year, one (1) of which shall be his/her birthday and the other to be selected by the Officer. The Officer will give the Borough as much advance notice of the personal day selected as reasonably possible. If a personal day has not been taken during the calendar year, it may be bought back from the Borough at the same hourly rate of pay under Section 10.2 above. Probationary employees shall not be entitled to personal days during the probationary period.

Section 10.4 Part-time officers shall be compensated at time and one half (1 ½) for all hours worked on a holiday.

ARTICLE XI - UNIFORM ALLOWANCE

Section 11.1 Uniform allowance will be provided to each full-time Officer, in accordance with the Police Department Uniform Code, in the amount of nine hundred fifty (\$950.00) dollars per year, to be allotted on an as-needed basis, subject to approval by purchase order and a clothing receipt and/or sales slip by the Officer. A uniform maintenance allowance in the amount of six hundred (\$600.00) dollars per year will be provided to each full-time Officer. The uniform maintenance allowance will be paid the 1st pay of December.

Section 11.2 Funds for the uniform allowance shall be appropriated and drawn on a per item basis upon a properly executed purchase order which has first been reviewed and approved by the Chief of Police. Said purchase of clothing under this provision shall be in strict conformance with the prescribed Departmental Uniform Code.

Section 11.3 The purchase of items other than as-prescribed in the aforementioned Uniform Code shall be at the Officer's personal expense and the wearing of such uniform while on duty shall be condoned only with the permission of the Chief of Police.

Section 11.4 The Borough will provide Bulletproof Vests at the Borough's expense to all full-time officers of a type mutually agreed-to from a mutually agreed-to vendor. Parties agree that it is mandatory that the Bulletproof Vest be worn whenever the police officer is on duty, including extra duty of any type.

Section 11.5 Any police officer whose employment with the Borough is terminated during his or her probationary period, for any reason, shall return to the Borough all property and equipment which was furnished by the Borough to the Police officer during the officer's employment, including any clothing, property or equipment which was purchased by the officer with the officer's uniform allowance. Expenditures for uniforms after an officer is eligible to retire or has given notice of his or her intent to resign from employment with the Borough shall require specific approval of the Chief of Police.

Section 11.6 Newly hired part-time officers shall be provided a uniform allowance of two (2) short sleeve shirts, two (2) long sleeve shirts, and two (2) pair of uniform pants. At the completion of one (1) year of service, each part-time officer shall receive a three hundred (\$300.00) dollar per year uniform purchase allowance.

Part-time officers will be responsible for the cost of a bulletproof vest for the first five (5) years of employment. After five (5) years of employment, the Borough will pay one-half (1/2) the cost of the bulletproof vest. After ten (10) years of employment, the Borough will pay all the cost of said part-time officer's bulletproof vest. A new vest shall be provided every five (5) years upon expiration date of the vest.

ARTICLE XII - HOSPITALIZATION AND LIFE INSURANCE

Section 12.1 The Borough will switch to a deductible type health insurance plan and shall fund the deductible. Employees are responsible for copayments at the time of treatment or when

requested by the medical provider. Employees may choose either Highmark or UPMC insurance provided by Municipal Benefit Services. The Borough will pay the premium for the less expensive plan and the employee will pay the difference for the more expensive plan. In addition, the employee contribution shall be twelve percent (12%) of premium cost.

Section 12.2 The Borough will set up the appropriate program to collect officer premium contributions on a pre-tax basis.

Section 12.3 Officers may elect to receive a cash benefit as an alternative to medical coverage provided they have given the Borough verification that they have other health insurance coverage. Officers who elect the cash alternative will receive sixty percent (60%) of the premium cost of Single Coverage under the health care plan that is in effect at the time. (See Section 11.5) Officers will have the option of reinstating benefits once each year in January with at least forty-five days written notice to the Borough; or, If the employee's spouse dies, is terminated from health care coverage, or divorces, and such occurrences leave the employee without available health care benefits. Should an employee elect to forego health care coverage provided by the Borough, the employee shall execute a release form provided by the Borough opting to forego such coverage. This option of foregoing health insurance coverage shall only be made available to the employee should the Borough's insurance carriers not require one-hundred percent (100%) employee participation under insurance policies.

Section 12.4 Formation of Health Care Committee: The Borough and the Union agree to the formation of a Health Care Committee. Unless otherwise agreed, Borough Council and the Police Officers shall each designate two members to serve on the Health Care Committee. The Borough Manager shall also be a member of the Health Care Committee. The purpose of the Committee shall be to review optional health care carriers, plans and coverages and to make recommendations concerning any changes in health care carriers, plans or coverages. The Borough shall have the right to change health care carriers or plans provided that comparable health care coverage is provided. Before the Borough changes any health care carriers or plans, the Borough will provide the Union with notice of any proposed health care carriers or plans, and the Borough will give the Health Care Committee a reasonable opportunity to review and proposed health care carriers or plans and to make recommendations relating thereto. As part of this process, the Union will be given the opportunity to propose other health care carriers or plans, provided that it does not create an unreasonable delay in the process.

If the Borough receives notice that its insurance premium will increase by eight percent (8%) or more in any one year, the health care committee shall meet in attempt to reduce the increase below eight percent (8%), if the committee cannot come to agreement, that item alone shall proceed to an expedited arbitration solely for the purpose of reducing healthcare costs.

Section 12.5 The Borough will provide and pay for a group life insurance policy in the amount of \$75,000.00 in 2017 and shall increase to \$80,000.00 in 2018 and \$85,000.00 in 2019, which shall contain a double indemnity clause for accidental death and dismemberment, for all full-time Officers. Probationary employees shall not be entitled to life insurance during the probationary period.

Section 12.6 The Borough will continue to provide the present long-term disability insurance program for full-time Police Officers who have completed their probationary period.

Section 12.7 A paid-up \$3,500.00 life insurance policy with a Certification of Coverage will be provided each full-time Officer upon retirement.

Section 12.8 The Borough shall provide for the dental benefits through the Borough's provider. The Borough shall provide and pay for the dental plan and Vision Care Program currently provided or equivalent coverage on an annual basis for each full-time Officer and his or her dependents.

Section 12.9 For full-time officers hired prior to January 1, 2007, upon retirement of a full-time Officer, the Borough will pay for the same individual medical, dental and vision benefits, as provided to non-retired full-time Officers until eligibility for Medicare or age 65, whichever comes first. Full-time officers hired after January 1, 2007 will be provided with an ICMA health savings account sponsored by the Borough of Edgewood. Full-time officers hired before January 1, 2007 many also receive this benefit, but must 'opt out' of the single coverage at retirement benefit, in writing, by December 31, 2006. For each participating full-time officer the Borough will contribute five hundred seventy-five (\$575) dollars per year to the ICMA health savings account.

Section 12.10 All full-time Officers are required to undergo an annual physical examination at a medical facility selected by the Borough at the expense of the Borough. Results of the physical examination will be reviewed by the Borough and placed in the Police Officer's personnel file.

Section 12.11 General Physical Examination for current full-time Police Officers: General physical to include Height and Weight comparison with recommendations to be handled personally by the Officer at Officer's own risk with the option of following the recommendations with the assistance of the Borough.

- a) Annual Vision — Officer's choice under the current vision insurance plan. The Borough will provide insurance for an annual vision examination.
- b) General Physical to include weight recommendations in accordance with Police Officer's height.
- c) EKG
- d) Treadmill
- e) Random Drug Testing

Section 12.12 If the Borough receives notice or information indicating that its health care plan costs will subject the plan to the Affordable Care Act's "Cadillac Tax" excise tax, the Borough will give the Union written notice of the fact and the parties will immediately meet to discuss changes in the plan design, plan and/or plan carrier in order to avoid the imposition of the tax. If

no agreement is reached within fourteen (14) days of the Borough's written notice to the Union regarding this issue, then the parties will proceed to an expedited arbitration proceeding with an arbitrator selected pursuant to the terms of the Collective Bargaining Agreement's grievance and arbitration procedure. The sole purpose for the expedited arbitration proceeding will be for the arbitrator to modify the plan, plan design and/or carrier in order to eliminate the exposure to the Cadillac Tax. The decision of the arbitrator on this issue shall be issued within forty-five (45) days of the Borough's written notice that the plan is subject to the Cadillac Tax.

ARTICLE XIII - VACATION

Section 13.1 Each full-time Police Officer shall be entitled to the following paid vacation upon the anniversary date of his completion of the designated years of service. There will be no vacation during the first year of employment. At the end of the first year, vacation will be prorated for the remainder of the calendar year.

<u>Years of Continued Service</u>	<u>Vacation</u>
One (1) year through five (5) years	2 weeks
Five (5) years plus one (1) day through ten (10) years	3 weeks
Ten (10) years plus one (1) day through twenty (20) years	4 weeks
Twenty (20) years plus one (1) day and over	5 weeks

The vacation scale for employees hired after the signing of this agreement shall be:	
During the first year of employment	1 day earned for every 2months of service with a maximum of 5 days
One (1) year through five (5) years	2 weeks
Six (6) years through fifteen (15) years	3 weeks
Sixteen (16) years and over	4 weeks

Section 13.2 Vacation pay shall be based upon the Officer's regular rate of pay with one week's vacation being equivalent to forty (40) hours straight time pay.

Section 13.3 Each full-time Officer is entitled to select his vacation period, subject to the approval of the Chief of Police. Each employee is entitled to select the period of his two weeks' vacation before any employee in the department may select any additional period. Choice in selection of a vacation period is determined by length of employee's continuous service with the Borough, with the employee in the department having the longest service, having first choice.

Section 13.4 On January 5th of each year the Chief will post the vacation schedule sheet for the year. Once posted each officer, by seniority, shall be granted three (3) calendar days to bid their vacation period, if said selection is not made the officer shall move to the bottom of the seniority list. A period of two (2) weeks (ten (10) days) can be selected during this time period based on seniority. Allowances shall be given for vacation and sick time.

Section 13.5 In the event an Officer is requested to work during any or all of his vacation he shall be paid straight time for those days he works, in addition to his vacation pay.

Section 13.6 Vacation days must be taken in the calendar year in which the Officer is eligible. Any unused vacation will be paid for, on or before January 31, of the next year, up to a maximum of one week's vacation pay, unless the Officer has been prevented from taking his vacation because of disability or illness.

Section 13.7 Part-time officers earn one (1) vacation day for every two hundred and eight (208) hours worked, up to a maximum of ten (10) days per year. Vacation shall be used in the calendar year in which it was earned or within three (3) months thereafter. Vacation not used shall be lost.

ARTICLE XIV - SICK LEAVE

Section 14.1 All full-time Police Officers shall be entitled to twelve (12) sick days with pay each calendar year and may accumulate such sick leave for a period not to exceed seventy (70) days. Newly hired full time Officers shall be awarded one (1) sick day every three (3) months after completion of their third (3rd) month which means they shall receive one (1) day after their third, sixth, and ninth months for a total of three (3) sick days. At the end of the probationary period, sick leave shall be prorated for the remainder of that calendar year. Employees hired after the signing of this Agreement shall be entitled to ten (10) sick days per year.

The Borough shall implement a sick time policy, violations of said policy are subject to discipline.

Section 14.2 The Borough agrees to pay in the first pay of January of each year, any unused sick leave days earned in the previous calendar year in excess of the limit of seventy (70) days calculated by multiplying one-half (1/2) the number of days unused over seventy (70) by the employee's regular rate. For example, if at the beginning of a calendar year an employee has a maximum accumulation of seventy (70) sick days and only uses five (5) of them, the employee would receive 5 day's pay in January of the following year, being one-half (1/2) of the unused remaining 10 days times the regular rate of pay.

Section 14.3 In the case of sick leave exceeding three (3) consecutive days, an Officer may be required to furnish a signed certificate from the attending physician, or other satisfactory evidence of illness. If an Officer is required to submit a physician's certificate from other than the Officer's attending physician, the Borough will pay the cost of such certificate.

Section 14.4 Sick leave shall not be paid for in addition to vacation pay during a period of vacation.

Section 14.5 Any employee who is injured in the course of his duty and by reason thereof is temporarily incapacitated from performing his duties, shall be paid his full rate of pay until disability arising from such injury ceases. During the time pay for such temporary disability is being paid, any worker's compensation received or collected by the employee for such period shall be deducted from pay then or thereafter becoming due or owing. This section shall be interpreted and applied pursuant to the Pennsylvania Heart & Lung Act.

Section 14.6 Absence from duty of any Officer by reason of work-related injury as set forth in Section 14.5 shall not be charged against sick leave allowed such employee.

Section 14.7 Subject to compliance, with Civil Service requirements (if applicable) or other legal requirements, any Officer who is injured in the course of his duty, and by reason thereof is permanently incapacitated, shall from and after the determination of incapacitation be removed from employment with the Borough and placed on permanent disability status.

Section 14.8 All unused sick days will be paid at the rate of fifty percent (50%) of the officers regular rate of pay upon retirement or actuarially reduce early retirement pension.

ARTICLE XV - LEAVE OF ABSENCE

Section 15.1

- a) The purpose of this Section is to comply with the Family and Medical Leave Act of 1993 and the Department of Labor Regulations issued pursuant to said Act. In case of conflict between this Section and the Act and/or Regulations, the Act and Regulations will govern.
- b) A family leave of absence is defined as an approved absence available to eligible employees, which may be for up to twelve (12) weeks of unpaid leave within any rolling twelve (12) month period. This leave may be taken:
 - 1) Upon birth of an employee's child;
 - 2) Upon placement of a child with an employee for adoption or foster care;
 - 3) When the employee is needed to care for a child, spouse or parent who has a serious health condition; or
 - 4) When the employee is unable to perform functions or his/her position because of an injury, illness, impairment or physical or mental disability.
- c) An eligible employee is one who has been employed by the Borough for a least twelve (12) months total, and has worked at least one thousand two hundred and fifty (1250) hours during the twelve (12) month period preceding the commencement of the leave.
- d) An eligible employee shall also be entitled to receive up to twelve (12) weeks of paid health care benefits during this leave. The employee must continue to make any co-payment for health care benefits.
- e) To be eligible for the twelve (12) weeks of paid health care, the employee must be an eligible employee and must utilize all vacation, personal and sick leave time prior to the twelve (12) week allowance.

- f) If the reason for a leave is foreseeable, an employee must give thirty (30) days written prior notice. If a need for leave is not foreseeable, the employee must give notice of leave as soon as practicable.
- g) The employee must submit appropriate medical documentation in support of any request for leave based upon a serious health condition of a family member or the disability of the employee.

Section 15.2

- a) The Public Safety Committee may, with use of reasonable discretion and for unusual situations only and other than for Family and Medical Leave, authorize leave without pay and/or benefits.
- b) All pay or benefits are suspended while on non-FLMA leave, unless the employee arrange to pay the cost of such benefits, the benefit carrier permits the payments, and the payments are made in a timely fashion as determined by the Borough.

Bereavement Leave

Section 15.3 In the event of a death of a child or spouse of the Police Officer, the Officer may have the time off not to exceed five (5) consecutive work days from the time of death until the day of the funeral. In the event of a death in the immediate family of the Police Officer, the Officer may have the time off not to exceed three (3) consecutive work days from the time of death until the day of the funeral. Immediate family is defined as being a member's, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandmother, grandfather, and grandchild. In the event of a death of an aunt or uncle, the Officer may take one (1) day off to attend the funeral.

ARTICLE XVI - PERSONAL PROPERTY

Section 16.1 The Borough will provide reimbursement to a Police Officer whose personal property is lost, damaged, or destroyed while on duty, up to a maximum of one hundred (\$100.00) dollars for any item, if such item was reasonably necessary to the performance of the Officer's duty. Such payment shall be made within (30) days from the date the payment is requested by the Officer. If after thirty (30) days, the Police Officer finds the item of personal which was lost, the Officer shall report this to the Borough and will be requested to reimburse the Borough for any payment made to the Officer for such lost item.

ARTICLE XVII - MISCELLANEOUS PROVISIONS

Section 17.1 The parties agree that the contract is binding for the stated duration and that the items agree upon herein may not be reopened during the period of the contract. However, notwithstanding the aforementioned, the parties will pursue negotiations for a successor agreement in accordance with the provisions of Act 111 of 1968.

Section 17.2 Should a mutually accepted amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, and be executed by both parties.

Section 17.3 This Agreement is subject in all respects to the provision of existing or future laws and regulations including the law of the Commonwealth of Pennsylvania and the regulations of the Civil Service Commission with respect to the powers, rights, duties and obligations of the Borough, the Police Department and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to the contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative, however, all other provisions of the Agreement shall continue in effect and the parties shall meet within thirty (30) days to negotiate a substitute provision.

Section 17.4 The Borough reserves all rights and powers conferred upon it by the Constitution and laws of the Commonwealth of Pennsylvania and of the United States, except as specifically limited by the Agreement.

Section 17.5 The Borough agrees that Police Officers should not be required to work with or use facilities or equipment provided by the Borough which are unsafe or hazardous or injurious to the Officers' safety. If a Police Officer believes a hazardous condition exists, the Officer shall report the matter to the Officer in charge of the shift who shall make a determination, or the Officer may grieve the matter through the grievance procedure.

Section 17.6 All terms and conditions of employment agreed to by the parties pursuant to Act 111 or provided by prior Collective Bargaining Agreements not changed or modified by this Agreement are to remain unchanged throughout the terms of the Agreement.

Section 17.7 All full-time officers are required to reside within twenty (20) air miles of the Edgewood Borough Building, as a condition of employment.

ARTICLE XVIII - PENSION PLAN

Section 18.1 This Agreement shall not preclude changes in the Police Pension Plan during the term of this Contract provided those changes can be accomplished legally and are within the actuarial confines of the law (Acts 600 and 205) and are mutually approved by the Union and Borough Council.

Section 18.2 Effective January 1, 1990, the Social Security offset for all full-time Police Officers under the Borough pension plan will be reduced from twenty-five percent (25%) to zero percent (0%) offset. For disability pension benefits, there shall be a Social Security offset pursuant to Act 30 of 2002.

Section 18.3 Effective August 7, 1995, Section IX was amended to add Section 4 of the Police Pension Ordinance to provide additional compensation of fifty (\$50.00) dollars per month for each year of service over 25 years to a maximum of one hundred (\$100.00) dollars per month in accordance with Act 600.

Section 18.4 Effective August 7, 1995, Section IV, Paragraph 1 of the police pension ordinance was amended to increase police contribution to the fund from four percent (4%) to five percent (5%) in accordance with Act 205 guidelines. Full-time police officers shall continue to contribute five percent (5%) of their wages to the Borough of Edgewood police pension plan.

Section 18.5 Effective January 1, 1999, a police pension committee shall be formed consisting of up to two (2) working full-time Police Officers selected by the bargaining unit, the Pension Administrator and up to two (2) members of Borough Council whose elective terms are not concurrent. The purpose of the Committee will be to review the police pension plan in November of each year and make recommendations to Borough Council as mutually agreed upon.

Section 18.6 In accordance with the Bulletin of the Pennsylvania Auditor General, No. 2001-01, dated July 1, 2001, as amended, lump sum payments received by a full-time police officer upon retirement shall not be included in final salary, for purposes of calculating the officer's pension, except to the extent that the amount represents payment for the days or benefits earned, but unused, during the last thirty-six (36) months of employment.

Section 18.7 The Borough and the Police Officers agree that the Borough's Police Pension Ordinance will be amended so that the Killed-In-Service benefit will comply with Act 51 of 2009 and will be paid for by the Commonwealth of Pennsylvania.

Section 18.8 The Borough shall implement an early retirement provision in compliance with Act 600.

ARTICLE XIX - DUES CHECK-OFF

Section 19.1 The Employer agrees to deduct monthly Union dues, fees and/or uniform assessments of the Local Union from the first pay of each month of any employee from whom written authorization is received and to send such dues to the Secretary-Treasurer of the Union on or before the end of the month for which the deduction is made. Monthly dues shall be owed by part-time officers only for those months in which they work at least thirty two (32) hours.

Section 19.2 The Union agrees to indemnify and save the Employer harmless from any and all claims, suits, or other forms of liability arising out of deductions of money for Union dues under this Article.

ARTICLE XX - SENIORITY

Section 20.1 Seniority shall be defined as the length of continuous service an employee has had with the Employer from his last date of hire.

Section 20.2 All new employees shall be considered probationary employees for a period of twelve (12) months from their most recent date of employment. During an employee's probationary period, he shall have no rights, whatsoever, under this Agreement, except for the

right to be paid the wage rate specified hereafter and full-time officers shall be entitled to health insurance benefits after ninety (90) days. A probationary employee may be summarily dismissed during his probation at the sole discretion of the Employer without being subject to the grievance procedure defined herein. A probationary employee, upon completion of this probationary period, shall be entitled to seniority credited retroactive to his most recent date of employment.

Section 20.3 Layoffs shall be made first from among part-time employees, in inverse order of seniority, and then from among full-time employees, in inverse order of seniority.

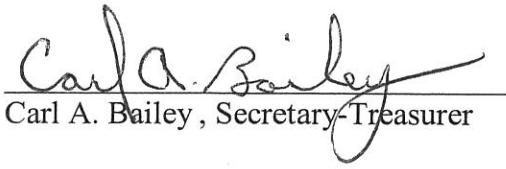
Section 20.4 All full-time seniority shall supersede any part-time seniority.

ARTICLE XXI - TERM OF AGREEMENT

Section 21.1 The term of this Agreement shall begin on October 1, 2019, and shall continue in full force and effect until midnight, December 31, 2024, and shall thereafter renew automatically for one (1) year periods unless either party gives written notice to the other in accordance with Act 111 of 1968, of its intention to modify or terminate this Agreement.

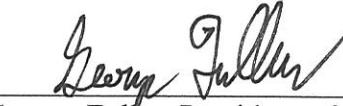
IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto have caused this instrument to be duly executed by their authorized representatives the day and year first above-written.

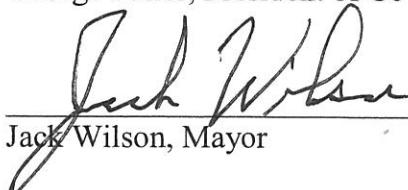
TEAMSTERS LOCAL UNION NO. 205


Carl A. Bailey, Secretary-Treasurer

Date: 9-30-19

BOROUGH OF EDGEWOOD


George Fuller, President of Council


Jack Wilson, Mayor

Date: 9-30-19