

BOROUGH OF MT. OLIVER

Resolution 762-18

The Council of the Borough of Mt. Oliver hereby resolves to enter into a collective bargaining agreement with the Teamsters Local Union No. 205, representing the Borough of Mt. Oliver Police Department, in the form attached hereto. The proper officers of the Borough are authorized and directed to execute the said Agreement and to take any action or execute any documents necessary to implement said Agreement.

This Resolution adopted by the Council of the Borough of Mt. Oliver at a duly assembled public meeting held this 20th day of August, 2018.

ATTEST:

BOROUGH OF MT. OLIVER


Manager

By: 
President

Agreement By and Between

Teamsters Local Union No. 205

Representing

The Borough of Mount Oliver Police Department

And

The Borough of Mount Oliver

August 1, 2018 through December 31, 2019

Table of Contents

ARTICLE NO. 1 - RECOGNITION	1
ARTICLE NO. 2 - INTENT AND PURPOSE	1
ARTICLE NO. 3 - MANAGEMENT RIGHTS	1
ARTICLE NO. 4 - PROBATIONARY EMPLOYEES	1
ARTICLE NO. 5 - HOURS OF WORK	2
ARTICLE NO. 6 - RATES OF PAY	3
ARTICLE NO. 7 - HOLIDAYS	3
ARTICLE NO. 8 - PERSONAL DAYS	3
ARTICLE NO. 9 - LONGEVITY PAY	4
ARTICLE NO. 10 - UNIFORM ALLOWANCE	4
ARTICLE NO. 11 - BULLET PROOF VEST	4
ARTICLE NO. 12 - EMERGENCY LEAVE	4
ARTICLE NO. 13 - JURY DUTY LEAVES	5
ARTICLE NO. 14 - MILITARY SERVICE	5
ARTICLE NO. 15 - SENIORITY	5
ARTICLE NO. 16 - SICK LEAVE	5
ARTICLE NO. 17 - GRIEVANCES	6
ARTICLE NO. 18 - BEREAVEMENT LEAVE	6
ARTICLE NO. 19 - VACATIONS	7
ARTICLE NO. 20 - HOSPITALIZATION AND LIFE INSURANCE	8
ARTICLE NO. 21 - HEALTH AND SAFETY EQUIPMENT	9
ARTICLE NO. 22 - COURT APPEARANCE	9
ARTICLE NO. 23 - BILL OF RIGHTS	9
ARTICLE NO. 24 - PENSION	10
ARTICLE NO. 25 - SEPARABILITY AND SAVINGS	10
ARTICLE NO. 26 - DRUG, ALCOHOL, AND SEXUAL HARASSMENT POLICIES	10
ARTICLE NO. 27 - MAINTENANCE OF MEMBERSHIP	11
ARTICLE NO. 28 - JOB STEWARDS	11
ARTICLE NO. 29 - PART-TIME PATROLMAN	12
ARTICLE NO. 30 - CANINE AGREEMENT	14
ARTICLE NO. 31 - EFFECTIVE DATES	15

AGREEMENT

This Agreement is made and entered into this 1st day of August, 2018, by and between the Borough of Mt. Oliver, Allegheny County, Pennsylvania, hereinafter referred to as the “BOROUGH” or the “EMPLOYER” and the Service Personnel and Employees of the Dairy Industry Teamsters Local Union No. 205, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the “UNION”.

WITNESSETH

ARTICLE NO. 1 - RECOGNITION

The Borough recognizes Teamsters Local Union No. 205 is the exclusive representative of the employees of the above-named Employer in the unit described below for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment pursuant to the Certification of Representation by the Pennsylvania Labor Relations Board, in accordance with the Pennsylvania Labor Relations Act and Act 111 of 1968, in Case No PF-R-18-12-W.

All full-time and regular part-time police officers including but not limited to patrol officers, sergeants, and lieutenants; and excluding the chief of police and any other managerial employees.

ARTICLE NO. 2 - INTENT AND PURPOSE

It is the intent and purpose of the parties hereto, to set forth herein the basic Agreement covering rates of pay, hours of work, and condition of employment to be observed between the parties hereto.

ARTICLE NO. 3 - MANAGEMENT RIGHTS

The Management, direction and control of the Mt. Oliver Borough Police Force is vested exclusively in the Borough, subject to Civil Service Rules and Regulations, which has the right to hire, suspend, discharge, promote, demote, schedule, and transfer its employees and to make such rules relating to its operation as it deems advisable, subject to the provisions of this Agreement.

ARTICLE NO. 4 – PROBATIONARY EMPLOYEES

All new employees covered by this Agreement shall be probationary employees commencing from the date of employment and continuing for a period of twelve (12) months, during which time they may be summarily suspended or discharged by the Borough. If a probationary employee is retained beyond twelve (12) months period, his or her seniority shall date back to the date of employment and he or she shall be classified as a regular employee.

ARTICLE NO. 5 – HOURS OF WORK

- A.** All full-time Police Officers shall work a forty (40) hour week consisting of five (5) eight (8) hour days. The workweek shall be the period beginning at 12:01 A.M. Sunday until 12 midnight on the Saturday following.
- B.** The normal hours of work shall be forty (40) hours per week. The daily hours of work shall be eight (8) consecutive hours.
- C.** Employees shall be paid at one and one-half (1-½) times the regular rate of pay for hours worked in excess of forty (40) straight time hours per week.
- D.** If employees are called out for a Special Detail approved by the Chief of Police, employees shall be paid a minimum of four (4) hours at one and one-half (1-½) times the regular rate of pay. If employees work over four (4) hours during a Special Detail, employees shall be paid at one and one-half (1-½) times the regular rate of pay for each additional hour worked.
- E.** Overtime pay shall be paid on the regular payday for the period in which the over time is worked.
- F.** The starting time on daily or weekly work schedules, Schedule shifts shall be determined by the Mayor and the Chief of Police and may be changed by the Mayor and the Chief of Police from time to time to meet the needs of the Borough and Public Protection, provided that the officer(s) affected shall be given at least forty-eight (48) hours' notice prior to change. Emergencies and Public Disaster situations are exceptions from this situation.
- G.** All contracted services authorized by the Borough and the Chief of Police shall be paid at a minimum of (4) hours. Examples of this duty include all road contractors and private enterprises wishing to utilize Police Officers for security purposes in the Borough. All opportunities for a detail rate assignment generated by outside events shall be posted by the Chief of Police as a changing rotation. The post shall include a description of the detail along with the rate of pay. The Officer shall be compensated at the base detail rate of \$40 per hour, and shall be paid a minimum of four (4) hours. The detail rate shall be adjusted thereafter on an annual basis and reflected in the adoption of the Borough's annual Fee Schedule. No Officer shall be removed for his normal scheduled Patrol to work a contracted service when the detail has been posted in advance and is not a threat to public safety. This decision shall be made at the discretion of the Chief of Police.

ARTICLE NO. 6 – RATES OF PAY

A.	1-1-16	1-1-17	1-1-18	1-1-19
Sergeants	24.35	25.75	26.50	27.00
Corporals	21.35	23.00	23.75	24.50
Patrolman	18.10	21.00	21.75	22.50

If any additional categories are added, the parties shall meet to negotiate the rates of pay.

B. New Employee’s Wage Schedule

<u>New Hire</u>	<u>1 Year</u>	<u>2 Years</u>
80%	90%	100%

ARTICLE NO. 7 – HOLIDAYS

A. “Holidays” will apply to full-time employees only.

B. The following nine (9) days shall be considered holidays:

- | | |
|----------------------------|-------------------------|
| New Year’s Day | Easter |
| Memorial Day | Independence Day |
| Labor Day | Veteran’s Day |
| Thanksgiving | Christmas |
| Employee’s Birthday | |

C. Full-time employees required to work on the holidays enumerated above, shall be paid one and one-half (1 ½) times their regular rate of pay, plus eight (8) hours of holiday pay, for a total of two and one-half (2 ½) times their regular rate.

D. For the purpose of determining whether an employee has worked five (5) days in his or her regularly scheduled workweek, holidays shall not be considered as a fifth (5) day worked. If holiday falls on a scheduled day off, officer shall receive eight (8) hours straight pay.

E. No employee shall “Call Off” the day immediately before, after or the day of a scheduled holiday.

ARTICLE NO. 8 – PERSONAL DAYS

A total of four (4) paid days each year for personal matters, and such days shall be non-cumulative and shall be requested in writing twenty-four (24) hours prior to intended use. When an employee reaches three (3) years of full-time service, he/she shall receive an additional

personal day, for a total of five (5) personal days per year. In case of an emergency the Chief of Police may authorize a personal day with less than twenty-four (24) hour notice. Such schedule changes necessitated by the use of personal days shall not constitute contract violations by the employer. Personal days (or parts thereof) shall not constitute overtime.

ARTICLE NO. 9 – LONGEVITY PAY

When employees reach five (5) years of full-time service, employees shall receive Longevity Pay. Payment shall be applied during the first pay period during the month of November to all eligible employees, in accordance with the table below.

5 – 9 years	\$1,250
10 – 14 years	\$1,500
15 – 19 years	\$1,750

ARTICLE NO. 10 – UNIFORM ALLOWANCE

- A.** Upon hire, all full time employees shall be issued a uniform consisting of four (4) shirts [two (2) short sleeve and two (2) long sleeve] and two (2) pairs of pants. Uniforms shall be provided and paid in full by the employer. Said uniforms are property of the Borough. Employees shall reimburse the Borough for the uniform if no longer employed at the end of the one (1) year probationary period.

- B.** Employees who have reached at least one (1) year of full-time service shall receive an allowance in the amount of five-hundred (500) dollars that may be spent on any clothing or equipment the employee may need in the line of duty approved by the Chief of Police. This allowance shall not roll-over to the next year and any amount that an employee does not use shall be absorbed back into the Borough's General Funds.

ARTICLE NO. 11 – BULLET PROOF VEST

- A.** The Borough shall purchase all newly-hired full-time employees a bullet proof vest. Employees shall reimburse the Borough for the cost of the vest if no longer employed at the end of the one (1) year probationary period.

- B.** The Borough shall purchase all full-time employees a bullet proof vest on a rotating basis as determined by the Chief of Police. Vests purchased by the Borough are property of the Borough and shall be returned to the Borough when vests expire and/or when employee is no longer employed by the Borough.

ARTICLE NO. 12 – EMERGENCY LEAVE

Emergency Leave may be taken by an employee without pay, if a personal emergency is experienced by himself or herself or a member of his or her immediate family as defined in other sections. Notice shall be given to the Chief of Police at the earliest possible time.

ARTICLE NO. 13 – JURY DUTY LEAVES

If a full-time employee is required to be on Jury Duty, he or she shall receive on a daily basis, the difference between his or her compensation as a Juror and what he or she would have received had he or she been on the job. The purpose of this Article is to enable the Employee to meet civic responsibility without suffering a monetary loss.

ARTICLE NO. 14 – MILITARY SERVICE

All full-time employees who entered the Armed Services of the United States, or who have left or who, subsequent to the date hereof, leave their position for the purpose of being inducted into, enlisting in, determining their physical fitness to enter or to perform training duty in said Armed Forces, shall be reinstated in accordance with the applicable Federal Statutes.

ARTICLE NO. 15 – SENIORITY

- A. Layoffs shall be made from among full-time employees, in inverse order of Seniority, beginning with Patrolman and up to Sergeant.
- B. Recalls from layoff, shall be made first from the Sergeants, in order of seniority, then Patrolman, in the order of Seniority.
- C. Layoffs, recalls after layoffs, vacations, and work schedules, shall be in accordance with rank, in the order of seniority.
- D. Full-time employees who are laid off because of lack of work or who are absent because of disability or approved leave shall retain and accumulate service during such absence for a period of one (1) year.
- E. Leaves of absence in excess of thirty (30) days shall not be granted unless such individual leave is approved by the Borough. Any employee engaged in any employment during a leave of absence, shall lose his seniority.
- F. Full-time employees who are discharged for cause or quit of their own accord lose rank and seniority rights as of the date of such discharge or quit.
- G. For full-time employees, seniority shall be determined by years of service.

ARTICLE NO. 16 – SICK LEAVE

- A. Full-time employees shall earn ten (10) days of sick leave entitlement per year effective January 1, of the calendar year and may accumulate unused sick leave days up to a maximum of one hundred (100) days.

- B. When an employee reaches five (5) years of full-time service, he/she shall receive an additional two (2) sick days for a total of twelve (12) sick days per year.
- C. Proof of illness in the form of a medical certificate shall be required if an employee is absent for more than two (2) consecutive days.
- D. Upon retirement, employees shall be reimbursed in the amount of 50% of the current daily rate for all accumulated unused sick days up to a maximum of one hundred (100) days.

ARTICLE NO. 17 – GRIEVANCES

Should any differences arise between the Borough and the Department as to the meaning and application of this Agreement, there shall be no suspension of work and the Department will not cause or permit to take part in a slowing down of work, but an earnest effort shall be made to settle such difference immediately in the following manner.

STEP ONE: If the Officer shall fail to secure satisfaction from his or her superior officer, he or she may submit his or her complaint in writing to the Chief of Police within five (5) days, who shall hear such complaint and render a decision on the matter in writing within five (5) days thereafter.

STEP TWO: If the Officer shall fail to secure satisfaction at Step One, the Union or the officer shall within ten (10) days file an appeal to the Mayor and within ten (10) days the Mayor shall schedule a meeting with the officer and his Union Representative to discuss the matter. The Mayor shall render a decision in writing within five (5) days thereafter.

STEP THREE: If the Officer shall fail to secure satisfaction at Step Two, the Union or the officer shall within ten (10) days file an appeal to Council and within ten (10) days schedule a meeting with the officer and his Union Representative to discuss the matter. Council shall render a decision in writing within five (5) days thereafter.

STEP FOUR: In the event no agreement is reached at Step Three, the Union may, upon written notice to Council within ten (10) days request the grievance be submitted to Arbitration. If the parties cannot agree upon an Arbitrator, a request shall be submitted to the American Arbitration Association to provide a panel of seven (7) Arbitrators. The parties shall alternately strike from the list until an Arbitrator is chosen. The cost of the Arbitration, including the expense of the Arbitrator, the hearing room, and the transcript of the testimony of the hearing transcribed, shall be split equally by the Borough and the Union.

ARTICLE NO. 18 – BEREAVEMENT LEAVE

- A. All Officers shall be entitled to the following paid bereavement leave.
 - 1. Four (4) days in the event of the death of the following persons;
Current spouse, children, parents, siblings, current mother-in-law or

father-in-law, grandparents, step-parent or legal guardian, current brother- or sister-in-law.

2. One (1) day in the event of the death of the following persons;
Uncle, Aunt, Niece, Nephew.

- B. 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.

ARTICLE NO. 19 – VACATIONS

- A. An eligible Full-time employee who completes the years of continuous service indicated in the following table shall, receive a vacation corresponding to such years of continuous service.

<u>YEARS OF SERVICE</u>	<u>VACATIONS</u>
6 MONTHS	1 WEEK
2 YEARS	2 WEEKS
4 YEARS	3 WEEKS
10 YEARS	4 WEEKS
15 YEARS	5 WEEKS

- B. Each week of vacation shall be five (5) consecutive days.
- C. Vacations shall be non-cumulative.
- D. Employees shall be required to take time off for their Vacation. Once vacations are scheduled and approved, they may not be changed without approval of the Mayor and Chief of Police.
- E. Scheduling of vacations shall be in the exclusive control and discretion of the Mayor and the Chief of Police. However, each employee shall be afforded the opportunity or right of selection of vacation by rank, with the highest ranking officer selecting his or her requested time first and so on, in line of rank, or if more than one officer of the same rank, in order of seniority. A tentative schedule shall be posted on or before January 1, of each year with the officer making his selection in accordance with his rank. The selected periods are all subject to the approval by the Mayor and the Chief of Police to insure prudent management of the work force and the Public safety of the Borough of Mt. Oliver. No more than one (1) employee of the same rank shall be permitted to be on vacation at any one

time, except at the discretion of the Mayor and the Chief of Police. The final Schedule shall be posted on or before March 1, in each year.

- F. All employees covered under this Agreement shall pick the first week of their vacation by rank, or if more than one employee of the same rank, in order of seniority and in a timely manner. No one is to pick additional weeks until this is done. If an employee has not selected his/her first week within seven (7) days from prior senior officer's selection, or two (2) days thereafter for subsequent weeks then it shall be at the discretion of the Mayor and the Chief of Police to skip that employee and move to the next highest seniority employee. After this has been done those entitled to additional weeks shall do so in accordance with the above example.

ARTICLE NO. 20 – HOSPITALIZATION AND LIFE INSURANCE

- A. The Employer agrees to pay for hospitalization and medical insurance, including Eye and Dental coverage for all Sergeants, Corporals, Patrolmen and their dependents, who are not otherwise covered; eg by a spouse's coverage. Said program be the Employers P.P.O. (PREFERRED PROVIDERS ORGANIZATION) and shall cover full-time college students to age 25 and mentally handicapped children regardless of age. The Employer may change plans if the plan is equal to or greater than the current P.P.O. plan.
- B. The Employer shall pay all deductibles in full for the Medical Plan through the administration of an HRA. The Employees shall pay premium contributions in accordance with the following schedule:
 - 2017: 5% of the annual premium
 - 2018: 5% of the annual premium
 - 2019: 5% of the annual premium
- C. Life Insurance coverage in the face amount of \$15,000.00 shall be provided with a \$3,000.00 policy to be in effect for each full-time employee upon retirement.
- D. False arrest insurance shall be provided, no less than \$300,000.00 liability limits.
- E. If an employee does not accept the Employer's Hospitalization and Medical Insurance due to that Employee already has Hospitalization and Medical Insurance other than the Employer's, this shall not prevent an Employee from, at any time, accepting the Employer's Hospitalization and Medical Coverage.
- F. Either Party shall have the right to re-open the provisions of Article 20 during the fourth quarter of each calendar year of this Agreement.

- G. We are requesting the employer provide and pay for the Teamsters Legal Defense Fund, a criminal and civil defense insurance, for all officers. The current cost of the benefit is eighty-six dollars and eighty-eight cents (\$86.88) annually per officer.

ARTICLE NO. 21 – HEALTH AND SAFETY EQUIPMENT

The Borough shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Borough shall provide protective devices and other equipment necessary to properly protect employees in the accordance with the practice now prevailing in order to insure safety.

ARTICLE NO. 22 – COURT APPEARANCE

- A. An Officer required to attend Court, Criminal Court, Federal Court, Juvenile Court, Appeals Court, 302 Hearings, Coroner's Inquests shall receive a minimum of four (4) hours pay at the rate of one and one-half (1 ½) times the officers hourly rate.
- B. An Officer required to attend Magistrate Hearings shall receive a minimum of three (3) hours pay at the rate of one and one-half (1 ½) times the officer's hourly rate.
- C. If two (2) courts are scheduled on the same day, any combined hour in attendance over and above the minimum shall be paid at the rate of one and one-half (1 ½) times the officers hourly rate. If two (2) courts are scheduled at the same time, the officer shall receive a minimum of four (4) hours pay at the rate of one and one-half (1 ½) times the officer's hourly rate plus this same rate for each additional hour past four (4) hours.
- D. The Officer shall keep his or her witness fees and the Borough shall not reimburse Officers for travel time. Officers are not required to use their personal vehicles, so they will not be reimbursed for parking. Court time shall not count as hours worked for computing overtime. Verification of attendance at Court for any appearance is to be submitted to the Borough.

ARTICLE NO. 23 – BILL OF RIGHTS

- A. When an anonymous complaint is made against a police officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.
- B. When any citizen complaint is filed greater than ninety (90) calendar days after the date of the alleged event complaint of, which if true, could not 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 shall be notified orally or in writing of such claim.

- C. A Police Officer, whether a subject or witness, must be informed of the nature of the interrogation, if it might involve a violation of the Pennsylvania Crimes Code, at the outset of the interrogation or interview.
- D. If the interrogated Police Officer writes a written statement, a transcript is taken, or mechanical record made, a copy of the same must be given to the interrogated Police Officer, without cost, upon request.
- E. If any Police Office under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he or she shall be completely informed of all his or her rights prior to the commencement of the interrogation.
- F. Any Police Officer shall have the right to review his personnel file upon, reasonable advance notice to the Chief of Police.
- G. All complaints involving Police Officer conduct or behavior while in the line of duty shall be in writing from and submitted by the complainant to the Chief of Police.

ARTICLE NO. 24 - PENSION

The Borough shall provide continued full pension for all full time employees in accordance with Act 600 as amended from time to time.

ARTICLE NO. 25 – SEPARABILITY AND SAVINGS

In the event any of these terms or provisions of this Agreement shall be found invalid or declared unenforceable by reason of any Federal or State statute, or Federal or State directive, rule or regulation, now in effect or hereinafter to become effective, or by reason of the decision of any Federal or State Court, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof, unless the other terms or provisions are directly affected by the section declared invalid or unenforceable. The parties thereupon may, within thirty (30) days, meet to discuss said invalidity or unenforceability.

ARTICLE NO. 26 – DRUG, ALCOHOL, AND SEXUAL HARASSMENT POLICIES

- A. The Mt. Oliver Police Department Standard Operating Guidelines, as amended from time to time, shall be a part of this Agreement.
- B. The Mt. Oliver Borough Policies and Procedures Manual, as amended from time to time, shall be a part of this Agreement.

Any and all discipline proposed in the Police Department Standard Operating Guidelines and the Mt. Oliver Borough Policies and Procedures is subject to ARTICLE NO. 17 – GRIEVANCE PROCEDURE contained in this Collective Bargaining Agreement.

ARTICLE NO. 27 – MAINTENANCE OF MEMBERSHIP

- A. The Employer agrees to deduct monthly Union Dues and/or uniform assessment 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 deduction is made.
- B. A dues check-off authorization is to be voluntary but once given, it may not be revoked until fifteen (15) days prior to the expiration of the Agreement.
- C. The union agrees to indemnify and save the Employer harmless from any and all claims, suits or other forms of liability arising out of deduction of money for all Union dues under this Article.

ARTICLE NO. 28 – JOB STEWARDS

- A. The Borough recognizes the right of the Union to designate Job Stewards and alternates. The authority of the Job Steward and alternates so designated by the Union shall be limited and shall not exceed the following duties and activities:
 - 1. Investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement;
 - 2. 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;
 - (a) Have not been reduced to writing
 - (b) 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 Borough's business.
- B. Job Stewards and alternates have no authority to take strike action or any other action interrupting the Borough's business
- C. The Borough 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 Borough, in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Job Steward has taken unauthorized strike action, slowdown activity, or any work stoppage or work interference, or has acted in a matter indicating his/her approval of same, in violation of this Agreement.

- D. The Borough shall at no time be responsible for payment to the Job Steward for job steward duties and activities that take place while the officer is off duty.

ARTICLE NO. 29 – PART-TIME PATROLMAN

A. **Intent and Purpose:** It is the intent and purpose of the Borough of Mt. Oliver to set forth herein the basic information covering rates of pay, hours of work, and condition of employment to be observed between the Borough of Mt. Oliver and Part Time Patrolman.

B. **Management Rights:** The Management, direction and control of the Mt. Oliver Borough Police Force is vested exclusively in the Borough which has the right to hire, suspend, discharge, promote, demote, schedule, and transfer its employees and to make such rules relating to its operation as it deems advisable. All part time employees are at will, and can be terminated at any time per the needs of Mt. Oliver Borough.

C. **Hours of Work:** The starting time on daily or weekly work schedules, Schedule shifts shall be determined by the Mayor and the Chief of Police and may be changed by the Mayor and the Chief of Police from time to time to meet the needs of the Borough and Public Protection, provided that the officer(s) affected shall be given at least forty-eight (48) hours' notice prior to change. Emergencies and Public Disaster situations are exceptions from this situation.

D. **Rates of Pay:**

1ST YEAR	2ND YEAR	3RD YEAR
\$13.50	\$13.75	\$14.00

E. **Holidays:** The following seven (7) days shall be considered holidays:

- | | |
|-----------------------|-------------------------|
| New Year's Day | Easter |
| Memorial Day | Independence Day |
| Labor Day | Thanksgiving Day |
| Christmas | |

1. Part-time employees required to work on the holidays enumerated above, shall be paid one and one-half (1 ½) times their regular rate of pay, only when worked.
2. No employee shall "Call Off" the day immediately before, after or the day of a scheduled holiday.

F. **Personal Days:** Part-time employees shall be entitled to receive one (1) paid day each year for personal matters after two (2) years of service. Such days shall be non-cumulative and shall be requested in writing twenty-four (24) hours prior to

intended use. When an employee reaches three (3) years of service, he/she shall receive an additional personal day, for a total of two (2) personal days per year.

G. Uniform Allowance

1. Upon hire, all part time employees shall be issued a uniform consisting of four (4) shirts [two (2) short sleeve and two (2) long sleeve] and two (2) pairs of pants. Uniforms shall be provided and paid in full by the employer. Said uniforms are property of the Borough. Employees shall reimburse the Borough for the uniform if no longer employed at the end of one (1) year.
2. Employees who have reached at least one (1) year of service and work an average of sixteen (16) hours per week shall receive an allowance in the amount of two-hundred-fifty (\$250.00) dollars that may be spent on any clothing or equipment the employee may need in the line of duty approved by the Chief of Police. This allowance shall not roll-over to the next year and any amount that an employee does not use shall be absorbed back into the Borough's General Funds.

H. Military Service: All employees who entered the Armed Services of the United States, or who have left or who, subsequent to the date hereof, leave their position for the purpose of being inducted into, enlisting in, determining their physical fitness to enter or to perform training duty in said Armed Forces, shall be reinstated in accordance with the applicable Federal Statutes.

I. Sick Leave: Part-time employees shall be entitled to one (1) day of sick leave per year after one (1) year of service. When an employee reaches three (3) years of service, he/she shall receive an additional day, for a total of two (2) sick days per year. Sick days may be accumulated, and proof of illness shall be required if an employee is absent for more than one (1) day.

J. Bereavement Leave: Part-time Officers shall not be entitled to paid Bereavement Leave.

K. Vacations

1. Part-time employees shall not be entitled to paid vacations.
2. Any time requested off by a Part-time Officer, shall be unpaid leave. This will be in writing and submitted to the Chief of Police.

L. Health and Safety Equipment: The Borough shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Borough shall provide protective devices and other equipment necessary to properly protect employees in order to insure safety.

M. Court Appearance

1. An Officer required to attend Court, Criminal Court, Federal Court, Juvenile Court, Appeals Court, 302 Hearings, Coroner's Inquests shall receive a minimum of four (4) hours pay at the rate of one and one-half (1 ½) times the officers hourly rate.
2. An Officer required to attend Magistrate Hearings shall receive a minimum of three (3) hours pay at the rate of one and one-half (1-½) times the officer's hourly rate.
3. If two (2) courts are scheduled on the same day, any combined hour in attendance over and above the minimum shall be paid at the rate of one and a half (1-½) times the officers hourly rate. If two (2) courts are scheduled at the same time, the officer shall receive a minimum of four (4) hours pay at the rate of one and one-half (1-½) times the officer's hourly rate plus this same rate for each additional hour past four (4) hours.
4. The Officer shall keep his or her witness fees and the Borough shall not reimburse Officers for travel time. Officers are not required to use their personal vehicles, so they will not be reimbursed for parking. Court time shall not count as hours worked for computing overtime. Verification of attendance at Court for any appearance is to be submitted to the Borough.

ARTICLE NO. 30 – CANINE AGREEMENT

- A. The Canine Handler shall perform such duties as shall be assigned to him by the Chief of Police and in conjunction with the job description of a Mt. Oliver Borough Police Officer.
- B. The Canine Handler will be compensated at the applicable rate specified in the collective bargaining agreement except as follows:
 1. The Canine Handler shall receive an additional two thousand and four hundred dollars (\$2,400.00) per year and shall be paid at a rate of two hundred dollars (\$200.00) per month.
- C. The Canine Handler shall be responsible for the care and maintenance of the Police K-9 Dog, including but not limited to the following:
 1. All food for the Dog, without reimbursement.
 2. Other expenses associated with routine care and maintenance, such as professional grooming and kenneling, with reimbursement, up to seven hundred and fifty dollars (\$750.00) per year, upon submission of receipts to the Borough.

Reimbursement of any accumulated expenses beyond seven hundred and fifty dollars (\$750.00) in any (1) year period must be approved by Borough Council.

- D. The Borough shall be responsible for the following:
 - 1. Initial Purchase and training of the Dog.
 - 2. Certifications and annual association dues.
 - 3. Necessary equipment.
 - 4. Medical care.
 - 5. General liability and medical insurance.

- E. The schedule of the Canine Handler shall be determined by the Chief of Police in consideration of the needs of the Police Department and to allow sufficient time for the Canine Handler to attend to the care and maintenance needs of the Dog during the Canine Handler's scheduled shift times. Overtime for the purpose of care and maintenance of the dog is not permitted unless authorized in writing by the Chief of Police.

- F. The Canine Handler may be required to respond, as necessary, to calls for assistance during time which are outside his normal workday schedule and shall be compensated for such in accordance with the collective bargaining agreement.

ARTICLE NO. 31 – EFFECTIVE DATES

This Agreement shall become effective as of August 1, 2018 and shall continue in effect to and including midnight of December 31, 2019. Either party may in accordance with the provisions of Act 111, give notice to the other party of the desire to negotiate with respect to the terms and condition of a New Agreement.

TEAMSTERS LOCAL UNION NO. 205

FOR THE EMPLOYER

Carl A. Bailey, Secretary-Treasurer

Amber L. McSough

Date

8-20-18
Date

