

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE BOROUGH OF TARENTUM**

**AND**

**TARENTUM BOROUGH POLICE WAGE AND POLICY COMMITTEE**

**JANUARY 1, 2004 THROUGH DECEMBER 31, 2007**

TABLE OF CONTENTS

<u>ARTICLE NUMBER</u>	<u>TITLE</u>	<u>PAGE</u>
TABLE OF CONTENTS . . . . .		2
ARTICLE 1 . . . . .	AGREEMENT . . . . .	3
ARTICLE 2 . . . . .	RECOGNITION . . . . .	4
ARTICLE 3 . . . . .	MANAGEMENT RIGHTS . . . . .	5,6
ARTICLE 4 . . . . .	COMMITTEE OFFICERS . . . . .	7
ARTICLE 5 . . . . .	SENIORITY . . . . .	8
ARTICLE 6 . . . . .	HOURS OF WORK AND OVERTIME . . . . .	9,10
ARTICLE 7 . . . . .	CALL OUT . . . . .	11
ARTICLE 8 . . . . .	PROBATIONARY PERIOD . . . . .	12
ARTICLE 9 . . . . .	PROMOTIONS . . . . .	13
ARTICLE 10 . . . . .	REDUCTION IN WORK FORCE . . . . .	14,15
ARTICLE 11 . . . . .	DISCIPLINE AND DISCHARGE . . . . .	16
ARTICLE 12 . . . . .	SETTLEMENT OF DISPUTES . . . . .	17-19
ARTICLE 13 . . . . .	PAID LEAVES . . . . .	20-24
ARTICLE 14 . . . . .	COURT APPEARANCES . . . . .	25,26
ARTICLE 15 . . . . .	TRAINING AND EDUCATION . . . . .	27
ARTICLE 16 . . . . .	UNIFORM ALLOWANCE . . . . .	28,29
ARTICLE 17 . . . . .	LIFE INSURANCE . . . . .	30
ARTICLE 18 . . . . .	PENSION . . . . .	31
ARTICLE 19 . . . . .	HEALTH CARE BENEFITS . . . . .	32
ARTICLE 20 . . . . .	WAGES . . . . .	33
ARTICLE 21 . . . . .	LONGEVITY . . . . .	34
ARTICLE 22 . . . . .	SHIFT DIFFERENTIAL . . . . .	35
ARTICLE 23 . . . . .	WAIVER IN CASE OF EMERGENCY . . . . .	36
ARTICLE 24 . . . . .	SEVERABILITY . . . . .	37
ARTICLE 25 . . . . .	DURATION . . . . .	38
ARTICLE 26 . . . . .	RESIDENCY REQUIREMENT . . . . .	39
SIGNATURE PAGE . . . . .		40

**ARTICLE I  
AGREEMENT**

Section 1.1 This agreement complies with Act 111 of the laws of the Commonwealth of Pennsylvania. It memorializes the Agreement between the Tarentum Borough Police Wage and Policy Committee, hereinafter referred to as "the Committee," to bargain collectively with the Borough of Tarentum, hereinafter referred to as "the Borough" or "the Employer," regarding wages, hours and other terms and conditions of employment which resulted in this Agreement.

Section 1.2 The parties wish to encourage and enhance understanding, cooperation and mutual respect between the parties.

Section 1.3 This agreement will incorporate Policy and Procedural Manual dated \_\_\_\_\_ which policy will require random drug and alcohol testing for all borough employees, manual approved separately by Council of the Borough of Tarentum on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Section 1.4 Throughout this agreement the use of a masculine pronoun shall also include the feminine use.

Section 1.5 Reserved

**ARTICLE 2**  
**RECOGNITION**

Section 2.1 The Borough hereby recognizes the Police Wage and Policy Committee as the sole and exclusive bargaining representative of all employees included in the bargaining unit. Wherever the term "bargaining unit" is used in this Agreement, it shall be deemed to include those individuals employed by the Employer in a full-time, non-probationary capacity.

Section 2.2 All positions and classifications not specifically established herein as being included in the bargaining unit shall be considered excluded from the bargaining unit.

Section 2.3 Reserved

**ARTICLE 3  
MANAGEMENT RIGHTS**

Section 3.1 The Police Wage and Policy Committee and employees recognize the right and authority of the Employer to administer the business of the Borough and the Police Department and in addition to other functions and responsibilities which are required by law, the employees recognize that the Employer has and will retain the full right and responsibility to direct the operations of the Police Department, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, which include but are not limited to the following:

1. To manage and direct all employees of the Police Department, including the right to select, hire, promote, transfer, assign, schedule, evaluate, lay off, determine duties, or to reprimand, suspend, discharge or otherwise discipline for just cause;
2. To manage and determine the location and type and number of physical facilities, equipment, programs and the work to be performed;
3. To determine the department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes, and to determine the methods, processes and means of performance;
4. To determine the size and composition of the work force in the Employer's organizational structure;
5. To determine the assignment of the work force as required to most efficiently operate;
6. To determine the necessity to schedule overtime and the amount required thereof;
7. To determine when a job vacancy exists, the duties to be included in all classifications and the standards of quality and performance to be maintained;
8. To maintain and improve the efficiency and effectiveness of the Police Department's operations;
9. To determine the budget of the Police Department;
10. To maintain the security of personnel and financial records and other important data or information.

Section 3.2 The police employees and the Committee recognize and accept that all rights and responsibilities of the Employer that are not specifically modified by this Agreement, ensuing agreements, or by applicable state law and regulations shall be retained during the term of this Agreement.

Section 3.3 Throughout this agreement the word "manager" or "Borough Manager" shall be synonymous with "Secretary" or any other person to act in the Borough Manager's place as designated by Tarentum Council.

Section 3.4 Reserved

**ARTICLE 4**  
**COMMITTEE OFFICERS**

Section 4.1 The Police Wage and Policy Committee shall provide the Employer with an official roster of the Committee Officials who are authorized to speak for or receive correspondence on behalf of the Bargaining Unit. Each individual's name, address, phone number and position held within the organization shall be included.

Section 4.2 No employee shall be recognized by the Employer as a representative of the Committee, unless or until his name and position has been certified to the Employer as specified in Section 4.1 above.

Section 4.3 Reserved

**SECTION 5**  
**SENIORITY**

Section 5.1 Seniority shall be defined as the length of an employee's uninterrupted continuous service with the Employer since the employee's most recent date of hire.

Section 5.2 Continuous service shall be considered interrupted and an employee shall lose all previously accumulated seniority if he is separated from employment for more than thirty (30) days for any reason other than vacation, sick leave, absences due to disability as a result of personal illness, injury, call up to active military service, or any other approved leave of absence.

Section 5.3 Seniority shall be applied as a determining factor only in those matters and only to the extent as specified in this Agreement.

Section 5.4 Reserved

**ARTICLE 6**  
**HOURS OF WORK AND OVERTIME**

Section 6.1 This Article is intended to define the normal hours of work per day and the employee work period. However, nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work period for the purpose of promoting efficiency or improving services or from establishing different work schedules for employees. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work available.

Shifts:

- A. First Shift: 10:00 P.M. to 6:00 A.M.
- B. Second Shift: 6:00 A.M. to 2:00 P.M.
- C. Third Shift: 2:00 P.M. to 10:00 P.M.

Section 6.2 The work week shall begin at 10:01 P.M. on Saturday and end 10:00 P.M. the following Saturday. The regular hours of work for full-time employees shall consist of eight (8) hours of work per day or forty (40) hours of work per week.

Section 6.3 The standard work shift shall consist of eight (8) consecutive hours in a twenty-four (24) hour workday, including one thirty (30) minute paid lunch period and two (2) fifteen (15) minute rest periods. Employees shall remain on call during both lunch and rest periods.

Section 6.4 The one (1) month schedule for all employees subject to this agreement shall be posted at least two (2) weeks prior to the beginning of the month.

Section 6.5 All work schedules shall be determined and posted by the Employer for all bargaining unit classification and employees.

Section 6.6 Any employee required by the Employer to work more than forty (40) hours in any work week shall be entitled to overtime compensation at the rate of one and one-half (1 1/2) times his regular hourly rate for all hours over forty (40) or more than eight (8) hours per day.

Section 6.7 When an unscheduled overtime opportunity arises such as an emergency, employees calling off sick, taking bereavement leave, or due to injury, full-time employees get first chance to work. The Employer will be required to first ask the full-time employee with the least total number of overtime hours worked and refused. If that full-time employee refuses the overtime, the Employer will continue through the list, beginning with the full-time employee with the second least total number of overtime hours worked and refused, etc. until an employee accepts the overtime.

Section 6.8 If no full-time employee accepts the overtime, then the youngest eligible employee in seniority must accept the overtime.

Section 6.9 Employees who work more than four (4) consecutive hours beyond their regular shift, shall receive a meal allowance of three dollars and fifty cents (\$3.50). Employees shall receive a meal allowance of three dollars and fifty cents (\$3.50) for every additional five (5) consecutive hours they continue to work beyond their regular shift.

Section 6.10 For the purpose of computing overtime eligibility, only those hours actually worked shall apply and there shall be no pyramiding of overtime hours.

Section 6.11 Time and one-half (1 1/2) will be paid for the sixth (6th) straight day worked, but not the seventh (7th) straight day worked. The seventh (7th) day begins a new work week for calculating overtime.

Section 6.12 Time and one-half (1 1/2) will be paid to the Officers who work on all shifts Christmas Eve (December 24). All Officers working the third shift on New Year's Eve (December 31) will be paid time and one-half (1 1/2) their base hourly rate of pay for all hours worked during said period.

Section 6.13 Full timers get first chance to work special events.

Section 6.14 Except for Paragraphs 6.2, 6.7, and 6.12 above, the Employer may schedule Part-Timers as needed. No Part-Timers may be scheduled if any Full-Timer has not been scheduled (or paid) for 40 hours. No part timers may be scheduled on a paid holiday, unless refused by all full timers.

Section 6.15 Reserved

**ARTICLE 7  
CALL OUT**

Section 7.1 Bargaining unit employees called out to duty, at times when they are not scheduled to work and during hours which are not contiguous to their scheduled working hours, shall be compensated for the actual number of hours worked, from the time the employee enters arrives at the Police Department from home, but shall receive compensation for not less than two (2) hours. The rate of compensation for such recall to duty shall be calculated subject to the applicable provisions of the overtime article contained in this Agreement.

Section 7.2 Reserved

**ARTICLE 8**  
**PROBATIONARY PERIOD**

Section 8.1 All newly hired employees shall serve a probationary period of one (1) year. Upon successful completion of the new-hire probationary period, the employee shall have his length of service counted from his most recent date of hire provided there is no break in service during the probationary period. For the purposes of this Article, a break in service shall be any separation from employment other than an authorized leave of absence.

Section 8.2 An authorized leave of absence during the probationary period shall not be considered a break in service, but shall automatically extend the employee's probationary period for the same amount of time.

Section 8.3 Any employee whose performance is viewed as unsatisfactory or unacceptable during his or her probationary period shall be removed from service with the Borough and shall have no appeal rights under the terms of this Agreement.

Section 8.4 Any employee selected for promotion to a higher classification shall serve in such classification as a temporary appointee pending the completion of a one (1) year probationary period. The employee shall receive the regular rate of pay established for the higher position during the temporary appointment. If the employee's work performance is unsatisfactory during the temporary appointment to a higher classification, the employee shall be returned to the classification which he or she held immediately prior to the temporary appointment at the rate of pay then in effect for such classification. This section does not imply or require the existence of a "higher classification" than patrolman.

Section 8.5 Any employee who feels he has been returned to his previous classification unjustly shall have the right to submit an appeal through the grievance procedure as established by this Agreement.

Section 8.6 Reserved

**ARTICLE 9  
PROMOTIONS**

Section 9.1 The term "promotion" for the purposes of this Agreement shall mean the act of placing a current employee in a position (classification) which carries a higher salary or wage rate than that position (classification) then held by the employee.

Section 9.2 Whenever the Employer determines that a bargaining unit classification position is vacant and desires to fill such position, a notice of such opening shall be posted on the appropriate department bulletin board for ten (10) calendar days. The notice shall specify the rate of pay, department, job duties, and minimum qualifications of the position to be filled. During the posting period, anyone wishing to apply for the vacant position shall submit a written application to the Borough Manager.

Section 9.3 All timely, properly filed applications shall be reviewed by the Employer who will consider the following criteria: qualifications, education, experience, work record, previous job performance, disciplinary record, physical and mental capabilities, and any other criteria as prescribed by the Civil Service Commission. For the purposes of this Article, disciplinary records in an officer's personnel file more than five (5) years old shall not be considered.

Section 9.4 Reserved

**ARTICLE 10**  
**REDUCTION IN WORK FORCE**

Section 10.1 If the Employer determines that a reduction in the work force is necessary, the Employer shall notify the affected employees and the Committee thirty (30) calendar days in advance of the effective date of the reduction (layoff).

Section 10.2 The Employer shall determine the classification (s) which will be affected by any reduction (layoff).

Section 10.3 Any reduction in force affecting the bargaining unit shall be instituted in the inverse order of seniority as defined by this Agreement. The employee with least seniority in a classification shall be laid off first.

Section 10.4 Employees who are laid off shall be placed on a recall list for an indefinite period of time. If the Employer determines a recall is to be made, employees who are on the recall list and available for immediate duty with the Employer shall be recalled. Employees laid off with the most seniority are to be recalled first. Recall shall be in the inverse order of their layoff, provided the employee is then qualified to perform the work within the classification to which he or she is recalled. The Employer shall not layoff as a means of discipline.

Section 10.5 Notice of recall shall be sent to the employee and the committee by certified mail. The Employer shall be deemed to have fulfilled its obligation under this Article, by mailing and showing proof of such mailing of recall notice to the last address provided by the employee.

Section 10.6 The recalled employee shall have seven (7) calendar days following the date of the recall notice to notify the Employer of his intention to return to duty. The recalled employee must report to duty on the date specified by the Employer or the employee shall forfeit his right to the recalled position. The Employer must provide at least fourteen (14) calendar days for the employee to report for duty.

Section 10.7 No person not a member of the bargaining unit of the Borough of Tarentum Police Force shall work part time when any member of the bargaining unit is on laid off status.

Section 10.8 If there is a merger of the police department with another municipality or municipalities, and/or if the Tarentum Borough Police Department were dissolved, and/or abolished, in the event that such merger or abolition does not succeed, the members of the Tarentum Borough Police Department must be reinstated to the Borough of Tarentum Police Department on the basis of seniority and rank before any other person(s) can be employed in the Tarentum

Borough Police Department. There shall be no loss of seniority or rank nor shall any member of the bargaining unit be penalized in any manner. All Police Officers who are reinstated shall be compensated in accordance with the terms and conditions of employment that formerly existed before the Borough entered into a merger or abolished the department. If the Borough implements a merger, then said Officers of the bargaining unit must be compensated at a rate which is not less than the current rate.

**ARTICLE 11**  
**DISCIPLINE AND DISCHARGE**

Section 11.1 Employees may only be discharged for "Just Cause".

Section 11.2 Disciplinary action, up to and including discharge, may be imposed on an employee for failing to fulfill his responsibilities as an employee, failures of standard behavior and for violation of any Employer or state prescribed law, regulation, standard, policy, work rule or established procedure violation or conduct unbecoming a police officer or any other violation of the Policy and Procedural Manual, supra, Article 1.

Section 11.3 Should the Employer determine that an action of discipline or discharge is warranted, such action shall be imposed in a manner that will not embarrass the employee before other employees or the public.

Section 11.4 In the event of a discharge, the Employer shall notify the affected employee and the Union of such action once imposed. Such notice shall be by certified mail.

Section 11.5 The Union shall have the right to take up a discharge case and/or suspension at the second step of the grievance procedure as provided for in this Agreement. Such grievance shall not be eligible for consideration or processing or submission for arbitration unless filed by the Union within five (5) workdays of the date of discharge. Any requests for arbitration, in cases of suspension or discharge, are subject to the provisions of step 3 of the grievance procedure, as provided for in this Agreement.

Section 11.6 Any disciplinary action or measure imposed upon an employee may be processed through the grievance procedure as provided for in this Agreement; however, verbal or written reprimands shall not be subject to arbitration. Employees may have his exceptions attached to a written reprimand.

Section 11.7 Reserved

**ARTICLE 12**  
**SETTLEMENT OF DISPUTES**

Section 12.1 It is the mutual desire of the Employer and the Committee (Article 2) to encourage a harmonious and cooperative relationship and strive to resolve disputes arising from this Agreement in a fair and orderly manner. The parties agree to make every effort to see that grievances are processed promptly and resolved at the initial stage of the grievance procedure.

Section 12.2 The term "grievance" shall mean an allegation by a bargaining unit employee or the Employer that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of the Agreement nor those matters not covered by this Agreement.

Section 12.3 Where the alleged grievance is of the nature that it qualifies for appeal through any administrative and/or judicial procedure established by law, i.e. Civil Service, such grievance shall not be appealable through the grievance procedures established herein. The employee shall be limited to the appeal procedures established by law, but may request informal discussion of the issue with the Employer in an attempt to resolve the matter prior to appealing it to any outside agency.

Section 12.4 All grievances must be processed at the proper step in progression in order to be considered at any subsequent step unless otherwise provided for in this Agreement. The grievant or the committee may withdraw a grievance at any point up to the arbitration step by submitting, in writing, a statement to that effect or by permitting the time requirements at any step to lapse without further appeal. Once a grievance has been submitted to arbitration, only the Committee may authorize its withdrawal.

Section 12.5 Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based on the Employer's last answer. Any grievance not answered by the employer within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure.

Section 12.6 Grievance Procedure

Step 1:

If an employee believes he has a justifiable grievance regarding the terms and conditions of his employment based on this Agreement, said employee shall reduce the grievance to writing and present it to and discuss the grievance with the Chief of Police and copy same to Borough Manager. The grievance must be presented by the employee within five (5) working days of the occurrence of the incident which gave rise to the grievance. If the Chief of Police is unavailable, or on vacation, the five (5) days will be extended to five (5) days after the return of the Chief of Police. The

Chief of Police shall have ten (10) calendar days following receipt of the grievance to respond in writing to the employee. If the employee does not present his grievance in a timely fashion, he shall be estopped from proceeding forward in the grievance procedure of this Agreement. The Chief of Police must submit a copy of the original grievance and his written response thereto to the Manager or Council President for it to have effect within ten (10) calendar days following receipt of the grievance. If the Chief of Police does not respond within the ten (10) calendar days, the grievance automatically advances to the next step.

Step 2:

If the Borough Manager or Council President is aggrieved with the Chief of Police's response at step 1, the Manager will notify the grieving employee within five (5) working days after having received the Chief of Police's written decision. The Manager and the grieving party will meet and discuss the employee's grievance. The Borough Manager shall have ten (10) calendar days following receipt of the grievance to respond in writing to the employee.

Step 3:

If the employee is aggrieved with the Manager's and/or Chief of Police's response at Step 1 or 2, he may submit a written appeal to the Borough Council, through the Chairman of the Council Public Safety Committee, within five (5) working days after receiving a decision at Step 1 or 2. Council, within fifteen (15) working days following receipt of the employee's appeal shall schedule a hearing. The employee must inform Council if he wants his hearing public or private. A written decision must be provided to the employee within five (5) days after the hearing.

Step 4:

If the employee is aggrieved with the Employer's decision at Step 3, the employee may submit the grievance to arbitration within five (5) work days after receiving a decision at Step 3. A request for arbitration by the employee or the Committee shall be by written notice to the Borough Manager. The notice shall identify the Agreement provision(s) in dispute, the issue(s) to be determined and the employee(s) involved. Upon receipt of a notice requesting arbitration, the parties shall meet to select an arbitrator. A copy of the request for arbitration shall be sent to the Federal Mediation and Conciliation Service to submit a panel list of nine arbitrators from the Western Pennsylvania area. The parties shall alternately strike names. Either party may reject the list one (1) time and request another panel. The employee shall strike first.

Section 12.7 The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented, and shall confine his decision solely to the application and interpretation of this Agreement.

Section 12.8 The decision or award of the arbitrator shall be final and binding, with the proviso that any decisions of the arbitrator or arbitrators requiring State legislation will only be effective if such legislation is enacted.

Section 12.9 The costs of arbitration shall be mutually shared by the parties. Each party shall bear the cost of preparing and presenting its own case.

Section 12.10 Any grievance which may arise as a result of the suspension and/or discharge of an employee may be submitted at Step 4 of the grievance procedure.

Section 12.11 The time limits set forth in this Article shall be binding upon the parties unless extended by mutual written agreement of the Employer and the Committee.

Section 12.12 An arbitrator's award or any part thereof which is contrary to statutory or case law shall be void and have no effect.

Section 12.13 Reserved

**ARTICLE 13  
PAID LEAVES**

Section 13.1 All requests for paid leave including vacation, personal, sick and bereavement leave, shall be submitted to the Chief of Police for approval by the Employer. All requests must be made on the appropriate official Borough leave request form. All requests for paid leave are subject to the applications, restrictions and requirements as defined in this Article.

Section 13.2 Holidays

All full-time bargaining unit employees shall be entitled to the following paid holidays each calendar year:

New Year's Day	July 4th
Presidents' Day	Labor Day
Good Friday	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
Employee's Own Birthday	

The specified holidays shall be observed, for purposes of determining holiday pay eligibility, from 10:01 p.m. the day before until 10:00 p.m. the day of the holiday.

Section 13.3 To be eligible to receive holiday pay, the employee shall have worked his or her scheduled day immediately prior to and after the holiday.

Section 13.4 Eligible employees not required to work on the holidays designated in this Article shall be paid for eight hours (8) at the normal hourly daylight rate as determined by this Agreement.

Section 13.5 Any eligible employee who is required to work on a designated holiday shall be paid at a rate of 1 1/2 times his normal hourly rate, as determined by this Agreement, for all hours actually worked on a holiday. In addition, the employee shall receive holiday pay as provided in section 13.4.

Section 13.6 Whenever a holiday occurs while an employee is on vacation, the employee shall receive payment for the holiday, in accordance with this Article and such day shall not be deducted from the employee's accumulated vacation leave.

Section 13.7 Personal Leave

Each full-time bargaining unit member after 1 year of service shall be eligible for five (5) personal leave days each calendar year. Personal leave days shall be paid eight (8) hours at the employees normal hourly daylight rate as established by this Agreement.

Section 13.8 Personal leave days may be taken at the option of the employee subject to the following:

1. Personal leave shall be scheduled and granted for periods of time requested by the employee subject to the consideration of the employee's responsibility to maintain an efficient operation.
2. If circumstances as determined by the Employer make it necessary to limit the number of employees on personal leave at the same time, the most senior employee shall be given a choice of personal leave time in the event there is any conflict in selection.
3. Requests for personal leave must be submitted at least five (5) days in advance to the employee's immediate supervisor. Such request must be submitted on the official Borough form for personal leave request. The Employer at its sole discretion may accept shorter advance notice of personal leave requests as it determines reasonable and appropriate.

Requests for emergency personal or vacation leave may be granted by the Employer with the understanding that an employee may be required to substantiate the emergency nature of his request.

4. Personal leave must be scheduled during the calendar year in which it is granted and shall not be carried over from one calendar year to the next. Personal leave days not used prior to the end of the calendar year shall be forfeited.

Section 13.9 Vacation

1. More than one year to two years - Five (5) vacation days
  2. More than two years to five years - Ten (10) vacation days
  3. More than five years to ten years - Fifteen (15) vacation days
  4. More than ten years to 20 years - Twenty (20) vacation days
  5. More than twenty years to twenty-five years - Twenty-five (25) vacation days
- A. In order to be eligible to take vacation time, all requests for vacation of five (5) days or more must be submitted to the Chief of Police at least 30 days in advance of the date requested for leave. Vacation time requests of less than five (5) days must be submitted to the Chief of Police at least five (5) working days prior to the day vacation is to begin.
  - B. Vacation shall be taken in no less than eight (8) hour increments.

- C. To be eligible for a paid vacation, the employee must work his or her scheduled day immediately preceding and following the scheduled vacation time.
- D. If a holiday occurs during the calendar week in which an employee is on vacation, the employee shall be paid his straight time hourly rate for the holiday and such day shall not be charged against the employee's accumulated vacation leave.
- E. All timely, properly filed requests for vacation shall be scheduled and granted to the employee in the order in which submitted. Any scheduling conflicts between employee requests made at the same time for the same time off shall be decided on the basis of seniority.
- F. Vacation time must be taken each year; however, up to five (5) days of vacation time may be carried over to the following year upon notice, request, and approval of both the Chief of Police and the Borough Manager.
- G. Any employee who is terminated, laid off or retired, prior to using any or all of his vacation shall be compensated in cash for the unused pro rata portion of vacation earned. The compensation shall be at the employee's normal straight time rate of pay as established by this Agreement.

Section 13.10 Bereavement Leave

In the event of a death in the employee's immediate family, and upon request of the bereaved employee, a leave of up to three (3) working days shall be granted. These days shall be the day of the funeral if the employee attends the funeral and two (2) days immediately prior to or following the funeral.

Section 13.11 If any of these three (3) days are not the employee's regularly scheduled working days, no additional day shall be granted in lieu thereof. If any employee is on vacation, the three (3) days of bereavement leave will not be charged against the employee's vacation time.

Section 13.12

- A. For purposes of this section, the employee's "immediate family" shall be defined as the employee's husband, wife, son, daughter, step-child, mother, father, mother-in-law, father-in-law, brother or sister.
- B. The death of a spouse's brother or sister will entitle bereavement leave of one (1) scheduled working day, the day of the funeral only.

Section 13.13 Sick Leave

All eligible full-time bargaining unit employees shall earn fifteen (15) days of sick leave each year which days shall be credited to the employee on January 1st of each year. A record shall be maintained showing each employee's accumulation of sick leave and the number of hours of sick leave used. The record shall be kept at the main office.

Section 13.14 Employees may use sick leave upon the approval of the Employer or his designee for personal illness or injury not otherwise compensable by the Borough.

Section 13.15 An employee shall be paid his regular base hourly rate as determined by this Agreement, for each hour of authorized sick leave used.

Section 13.16 Any employee unable to report for work due to personal illness or injury shall report his absence to the Chief of Police at least two (2) hours prior to the time the employee is scheduled to begin his work shift. The employee shall indicate the nature of his illness or injury, the anticipated length of his absence, whether he intends to seek examination by a physician, and where he can be contacted for the duration of his absence. The employee must report his absence each day unless other arrangements are made with the Chief of Police when the employee initially reports his illness or injury.

Section 13.17 The employee shall be required to submit a signed request for sick leave payment on the official Borough form immediately upon his return to work or prior to the submission of each departmental payroll in cases of longer term absences. Such request shall specify the nature of the illness or injury and other pertinent information which will permit the Employer to make a determination of whether sick leave is justified. If the employee was examined by a physician during his absence or if the absence was for a period of three (3) or more work days, the employee shall submit a physician's statement with his request for sick leave. Such physician's statement must indicate the nature of the illness or injury and provide a statement that the employee is fully capable of returning to his normal job duties. A physician's statement must also be required whenever an employee has established a record of excessive or patterned sick leave usage.

Section 13.18 The Employer reserves the right to have any employee examined by a physician of its choice, at the Employer's expense, in order to determine the employee's physical or mental capabilities to perform his or her regular job duties. Any employee found to be incapable of performing his or her regular duties shall be removed from employment with the Borough and/or, in

accordance with applicable law and other provisions of this Agreement, and, if appropriate, placed on sick leave, disability leave or disability retirement.

Section 13.19 Any employee failing to comply with the provisions of this Article or requesting or receiving sick leave payments for other than their intended purpose, shall be ineligible for such leave payments and subject to appropriate disciplinary action.

Section 13.20 Sick leave may be accumulated up to a maximum of 135 days. Any sick leave accrued beyond the 135 days, and not legitimately used during the calendar year earned, shall be forfeited and lost.

Section 13.21 After ten (10) days sick leave in any calendar year, an employee upon returning to work must provide a physician's statement specifying the nature of the illness or injury and must indicate that the employee is fully capable of returning to his normal duties.

Section 13.22 Employees who have not volunteered but are called for jury duty shall be granted a leave without loss of pay while performing such jury duty. Evidence of such duty in the form of a subpoena or other written notification from the court shall be presented to the Employer as far in advance as possible. Any appearance or jury fee received by the employee from the court shall be deducted from the employee's regular pay in determining compensation to be paid to the employee while in performance of such duty.

Section 13.23 Sick leave time shall not count in determining 40 hours of work per week or more than 8 hours or work per day for overtime computation.

Section 13.24 Reserved

**ARTICLE 14**  
**COURT APPEARANCES**

Section 14.1 Officers' work schedules shall be adjusted so that they are scheduled to work on any day they are required to appear in a court of record or to participate in judicial proceedings directly related to their work.

Section 14.2 Officers shall be compensated for all hours spent traveling to and from the court, waiting at the court to testify, and for all time spent participating in court proceedings.

- A. If the court appearance occurs during the officer's scheduled time off, the officer shall be credited with a minimum of two (2) hours of compensation at the appropriate hourly rate in accordance with this Agreement.
- B. Officers are guaranteed a minimum of 4 hours for pre-trial with the District Attorney's Office in Pittsburgh at his appropriate hourly daylight rate.
- C. Court appearances occurring during an officer's scheduled working hours or contiguous thereto, shall not be subject to the minimum hours as established above. Compensation shall be at the appropriate hourly rate as established by this Agreement. If more than one (1) hour remains in an officer's shift following any court related appearance, the officer shall be required to return to work to complete his scheduled shift.
- D. Officers will be reimbursed for the use of their personal vehicle at the current rate allowed by the Internal Revenue Service when a job-related court appearance is required. The mileage shall be measured from the Borough Municipal Building to the site of the officer's appearance. The Borough reserves the right to provide transportation for officer's court appearances in lieu of personal vehicle use and mileage compensation.
- E. Any officer required to attend court proceedings on his scheduled time off shall be entitled to a meal allowance of up to eight dollars (\$8.00). Only the amount actually spent shall be reimbursed, and such expense must be validated by a receipt.

- F. Any officer required to attend court proceedings and incurring parking fee expenses shall be reimbursed for such expense provided the officer submits a validated receipt of such expense.
  
- G. All expense reimbursement requests together with all validated receipts must be submitted to the Chief of Police within the calendar month in which the expense was incurred.

Section 14.3 Reserved

**ARTICLE 15**  
**TRAINING AND EDUCATION**

Section 15.1 Bargaining unit employees shall be compensated for all hours of training which they are required by the Employer to attend, with pre-approval by the Manager and Chief of Police.

Section 15.2 The Employer shall pay all registration, tuition, lodging and related fees for any educational program which the Employer specifically required an employee to attend.

Section 15.3 Time spent driving to and from any required training session and actual classroom time shall be considered as hours worked in determining an employee's eligibility for overtime in accordance with the Overtime Article herein. Lunch breaks will not be paid.

Section 15.4 Bargaining unit employees directed to use their personal vehicle for travel to and from any training program which the Employer has required them to attend shall be reimbursed for the appropriate mileage rate allowed by the Internal Revenue Service. The appropriate mileage shall be the round trip mileage between the Borough Municipal Building and the location where such training is being conducted. The Employer shall have the option of providing transportation to the employee in lieu of paying the mileage allowance.

Section 15.5 Authorization to incur expenses reimbursable by the Borough must be obtained from the Employer in advance and receipts must be submitted for all expenses claimed by the employee, with the employee's written request for reimbursement.

Section 15.6 Reserved

**ARTICLE 16**  
**UNIFORM ALLOWANCE**

Section 16.1 Each police officer shall present himself for duty in proper uniform in accordance with the dress code established for the Tarentum Borough Police Department.

Section 16.2 The Employer shall provide each newly hired police officer with an initial issue of uniform items as are required to be worn by the dress code.

Section 16.3 A maximum allowance of six hundred dollars (\$600.00) payable in two (2) three hundred dollar (\$300.00) checks in January and in July each calendar year shall be authorized for each police officer for the purpose of repair or replacement of uniform items approved in the Policy Procedure Handbook, including pants, shirts, uniform jackets, uniform hats, boots, shoes, leather goods, pistols, coats, chemical mace, blackjack, flash light, night stick, pagers and cell phones. The Police Officer does not have to produce a receipt showing what the money was spent on.

Section 16.4 Any police officer terminating his employment with the Borough shall return all uniform items, including clothing, leather goods, safety vests, firearms if purchased by the Borough, uniform badges, patches, pins, insignias, identification cards and emblems identifying the Tarentum Borough Police Department.

Section 16.5 Non-uniform wearing apparel and routine cleaning and maintenance of uniforms shall be each officer's individual responsibility.

Section 16.6 During the term of this Agreement, the Employer shall purchase expired replacement vests of at least a 2-A or above rating for use by full time bargaining unit employees. Vests shall only be purchased at the request of such employees. The employee will turn his old vest in to the Borough Manager for a replacement voucher and proof indicating the old vest's useful life has expired. All employees must wear the vest in a proper fashion during the duty shift or be subject to disciplinary action.

Section 16.7 Whenever an employee is fired, dismissed, permanently laid off, quits his job, retires or otherwise severs or is severed from his position, his final pay shall be withheld until all of his issued equipment, including uniform and firearm, is turned in.

Section 16.8 Reserved

**ARTICLE 17**  
**LIFE INSURANCE**

Section 17.1 The Employer agrees to provide each full-time bargaining unit employee with fifty-five thousand dollars (\$55,000) of term life insurance.

Section 17.2 The Employer shall provide a job-related death benefit that shall pay double the police officer's base yearly salary for a job-related death.

Section 17.3 All retired police officers shall be provided a death benefit of five thousand dollars (\$5,000) regardless of age at the time of death. Such benefit shall be paid to the beneficiary of record, in the officer's personnel file, at the time of death.

Section 17.4 The Borough shall have sole discretion in the selection of the insurance carrier through which the benefits of this Article are provided. The Borough may elect at any time to change insurance carriers and/or policies so long as the benefits established herein are upheld and the police officers receive appropriate policy information regarding such change.

Section 17.5 Reserved

**ARTICLE 18**  
**PENSION**

Section 18.1 The Borough shall maintain the pension plan, as in effect at the execution of this Agreement, for the duration of this Agreement, except for any changes required by law.

Section 18.2 Any legislative enactments required by Borough Council to include negotiated plan improvements shall be carried out upon ratification of this Agreement and shall be contingent upon the plan's actuary's opinion that the plan shall remain funded.

Section 18.3 Improvements to be included in the pension plan effective January 1, 2001:

- A) Averaging period reduced to 36 months
- B) Employee with a permanent service related disability shall receive seventy-five percent (75%) of his wages from the pension plan until the age of sixty-five (65), at which time the regular pension of fifty percent (50%) will be received from the plan.

Section 18.4 The employee shall eliminate employee contributions to the pension plan with the understanding that elimination is subject to annual evaluation by the plan actuary each year and is contingent upon the actuary's opinion that the plan shall remain funded. The employer may require employee plan contributions if the plan's actuary calculates that contributions are required to keep the plan funded. The Employer will split the cost 50/50 with the employee from the actuary calculations. An employee will be capped at 4%. For example, if the actuary calculates that 4% per anum is needed to contribute to the funds of each employee, the Employer will pay 2% and the employee will pay 2%.

Section 18.5 Each employee retiring after the signing of this Agreement, after 25 years of service, shall receive an additional \$100.00 to his monthly pension pay during the term of this Agreement.

Section 18.6 An employee may retire at age 50 with 25 years continuous service with the Borough.

Section 18.7 The employer will pay health care benefits at current Police rates by existing contract by year (no eye or dental coverage) for each employee presently working over the age of 60 who has a service related disability until the employee is eligible for government minimum benefits, or 65 years of age, whichever comes first. The employee's child and spouse shall be covered as per terms of this section until the child is 19 years old.

Section 18.8 Reserved

**ARTICLE 19**  
**HEALTH CARE BENEFITS**

Section 19.1 The Employer shall pay the cost of health insurance equivalent to the Health America/Health Assurance Premier PPO Plan.

Section 19.2 The Employer agrees to continue the present prescription and eye care benefits or a plan with equivalent coverage throughout the term of this Agreement. The Employer shall pay the cost of said coverage.

Section 19.3 The Employer shall provide a family high option dental plan as described in Keystone Health Plan, or a plan with equivalent coverage. The Employer shall pay the cost of said coverage.

Section 19.4 The Employer shall provide all officers, their spouses and the officers' dependent children with Health America/Health Assurance Premier PPO Plan or its equivalent.

Section 19.5 Reserved

**ARTICLE 20**  
**WAGES**

Section 20.1 Effective the signing of this Agreement, the annual base wage rate for full-time officers covered under this Agreement hired before January 1, 2004, shall be:

	PATROLMAN
January 1, 2004	\$20.45
January 1, 2005	\$21.20
January 1, 2006	\$22.00
January 1, 2007	\$22.80

Section 20.2 Full time employees hired after December 31, 2003, shall receive the following wages:

- A. First 12 months - Seventy percent (70%) of base wage rate.
- B. Second 12 months - Eighty percent (80%) of base wage rate.
- C. Third 12 months - Eighty-five percent (85%) of base wage rate.
- D. Fourth 12 months - Ninety percent (90%) of base wage rate.
- E. Fifth 12 months - Ninety-five percent (95%) of base wage rate.
- F. After completion of 12 months in fifth step (E.), at the beginning of the employee's sixth year, the employee shall be paid One hundred percent (100%) of the base wage rate.

Section 20.3 Full time employees hired after December 31, 2003, shall receive all other benefits of this contract.

Section 20.4 Reserved

**ARTICLE 21  
LONGEVITY**

Section 21.1 All police officers shall receive longevity pay in accordance with the following schedule:

Effective Jan 1, 2001

- A) After 5 years of service, twenty five dollars (\$25.00) per year of service if the officer is presently scheduled on a daily schedule for work. The officer's first longevity pay will occur at the beginning of his sixth (6th) year at 5 x \$25.00.
- B) After 20 years of service, seven hundred seventy dollars (\$770.00) if the officer is presently scheduled on a daily schedule for work.
- C) However: if paragraph A and/or B shall cause the federal government to construe the hourly pay as outlined in Article 20, supra, to be increased, then paragraph A and B shall become null and void and of no effect.

Section 21.2 Longevity pay shall be a lump sum payment to each officer in accordance with the above schedule, payable the 1st pay in December.

Section 21.3 Reserved

**ARTICLE 22**  
**SHIFT DIFFERENTIAL**

Section 22.1 All police officers shall work a rotating shift schedule. The time frame of each shift and the length of shift rotation shall be determined by the Employer.

Section 22.2 The Employer shall post the work schedule as per Article 6, Section 4.

Section 22.3 There shall be a shift differential for the first (1st) and third (3rd) scheduled shifts of each work day. The payment of shift differential for all hours actually worked on the third (3rd) shift shall be fifty-five (55) cents per hour. The payment of shift differential for all hours actually worked on the first (1st) shift shall be eighty (80) cents per hour. For purposes of this Section, the 10:00 P.M. shift to 6:00 A.M. shift shall be the first (1st) shift, the 6:00 A.M. shift to 2:00 P.M. shift shall be the second (2nd) shift and the 2:00 P.M. to 10:00 P.M. shift shall be the third (3rd) shift.

Section 22.4 All officers working a split shift shall be paid the applicable shift differential for the number of hours worked each shift.

Section 22.5 Reserved

**ARTICLE 23**  
**WAIVER IN CASE OF EMERGENCY**

Section 23.1 In cases of emergency declared by the President of the United States, the Governor of the Commonwealth, the General Assembly, the Mayor of the Borough of Tarentum, or Council President of the Borough of Tarentum, or acts of God, major civil disorders or extreme events which create a threat to the health and safety of Borough residents, the Employer may temporarily suspend provisions of this Agreement dealing with call out, shift assignments, job assignments or duties, scheduling, equalization of overtime or granting of paid leaves of absence or vacation. Additionally, the time limit provisions of any grievance in process shall be suspended for the duration of any such declared emergency.

Section 23.2 The Employer shall notify the designated representative of the Police Wage and Policy Committee whenever a waiver is involved. Upon conclusion of the emergency, the waiver shall be withdrawn and all provisions of the Agreement shall again become effective from that point forward.

Section 23.3 Reserved

**ARTICLE 24**  
**SEVERABILITY**

Section 24.1 Any and all terms and conditions of this Agreement are subject to all applicable federal laws, laws of the Commonwealth of Pennsylvania or any judicial decision interpreting such laws. In the event any provision of this Agreement or the application thereof to any person or circumstance is found to be invalid or in conflict with any applicable, as determined by a court of competent jurisdiction, that provision shall have no further force or effect. However, the remainder of the Agreement shall remain in full force and effect.

Section 24.2 In the event a provision of this Agreement is found to be invalid and therefore severed, the Employer and the Committee shall attempt to negotiate the matter in an attempt to arrive at an alternative provision, on the subject matter in question, which is not contrary to law.

Section 24.3 Reserved

**ARTICLE 25**  
**DURATION**

Section 25.1 This Agreement shall contain and constitute the full and complete understandings and agreements between the parties. This Agreement supersedes all previous written and oral contracts. All existing benefits not covered by this Agreement shall remain the same.

Section 25.2 Pursuant to the requirements of Act 111, this Agreement shall be binding upon the parties hereto, their successors and assigns, from January 1, 2004, unto and including December 31, 2007.

Section 25.3 In accordance with applicable provisions of Act 111, either party may, on or before July 1, 2007, notify the other by certified mail of its desire to modify or terminate this Agreement for subsequent years.

Section 25.4 Reserved

**ARTICLE 26**  
**RESIDENCY REQUIREMENT**

All employees subject to this employment contract shall have their permanent residence and domicile within ten (10) air miles of the Borough of Tarentum Police Station.

IN WITNESS THEREOF, the parties hereunto set their hands and seals this 16 day of January, 2004.

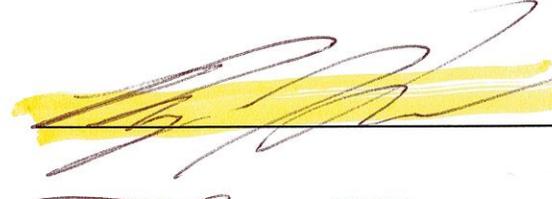
On behalf of Tarentum Borough:

  
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Council President

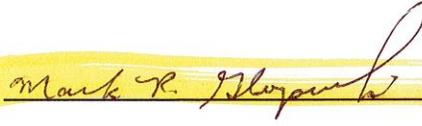
  
\_\_\_\_\_  
Council Member

  
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Council Member

On Behalf of Tarentum Police:

  
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1-16-04

  
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\_\_\_\_\_  
Mark R. Hopwood

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Approved as to Form:

  
\_\_\_\_\_  
Borough Solicitor

Approved as to Content:

  
\_\_\_\_\_  
Borough Manager