COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOROUGH OF TARENTUM, ALLEGHENY COUNTY, PENNSYLVANIA

AND

TARENTUM BOROUGH POLICE WAGE AND POLICY COMMITTEE

JANUARY 1, 2023, THROUGH DECEMBER 31, 2027

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ARTICLE 1: AGREEMENT

Section 1.1 - Purpose.

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 - Intent.

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

Section 1.3 - Policy Manual.

This Agreement shall incorporate a Policy and Procedural Manual which will require random drug and alcohol testing for all Borough employees, said manual to be approved separately by Council of the Borough of Tarentum.

Section 1.4 - Meanings.

Throughout this Agreement the use of a masculine pronoun shall also include the feminine use.

ARTICLE 2: RECOGNITION

Section 2.1 - Bargaining Unit.

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 - Negotiation.

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

ARTICLE 3: MANAGEMENT RIGHTS

Section 3.1 - Employer Rights.

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:

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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 standard 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 - Rights Retained.

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 - Meaning of Manager.

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.

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ARTICLE 4: COMMITTEE OFFICERS

Section 4.1 - Roster.

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, telephone number and position held within the organization shall be included.

Section 4.2 - Certification.

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

ARTICLE 5: SENIORITY

Section 5.1 - Definition.

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.

Continuous service shall be considered interrupted, and an employee shall lose all previously accumulated seniority if he or she is separated from employment for more than thirty (30) days for any reason other than vacation, sick leave, or 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 - Applicability.

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

ARTICLE 6: HOURS OF WORK AND OVERTIME

Section 6.1 - Intent.

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 workday 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 schedule.

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 - Work Week.

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

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shall consist of eight (8) hours of work per day or forty (40) hours of work per week.

Section 6.3 - Dues Remittance.
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 - Monthly Schedule.
The one (1) month schedule for all employee's subject to this Agreement shall be posted at least one (1) week prior to the beginning of the month.

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

Section 6.6 - Overtime.
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 ½) times his or her regular hourly rate for all hours over forty (40) or more than eight (8) hours per day.

Section 6.7 - Overtime Priority.
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 - Low Seniority.
If no full-time employee accepts the overtime, then the employee with the least seniority must accept the overtime.

Section 6.9 - Computation of Overtime.
For the purpose of computing overtime eligibility, forty (40) hours computation shall include vacation, personal time, sick time and holidays.

Section 6.10 - Additional Days.
Time and one-half (1 ½) 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.

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Section 6.11 - Additional Holidays.
Double Time and one-half (2 ½) 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 double time and one-half (2 ½) their hourly rate of pay for all hours worked during said period.

Section 6.12 - Special Event Seniority.
Full timers get first (1st) chance to work special events at their third shift (3rd) pay rate, time and one-half (1 ½) their hourly rate of pay for all hours worked during said period.

Section 6.13 - Part-Time Officers.
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 forty (40) hours. No Part Timers may be scheduled on a paid holiday, unless refused by all Full-Timers.

ARTICLE 7: CALL OUT

Section 7.1 - Recall to Duty.
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.

ARTICLE 8: PROBATIONARY PERIOD

Section 8.1 - Term.
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 or her length of service counted from his or her 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 - Leave of Absence.
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 - Termination.
Any employee whose performance is viewed as unsatisfactory or unacceptable during his or her probationary period shall be removed from service with the Borough of Tarentum and shall have no appeal rights under the terms of this Agreement.

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Section 8.4 - Temporary Reclassification.
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 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 - Appeal.
Any employee who feels he or she has been returned to their previous classification unjustly shall have the right to submit an appeal through the grievance procedure as established by this Agreement.

ARTICLE 9: PROMOTIONS

Section 9.1 - Definition.
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 - Classifications.
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 - Criteria.
All timely, properly filed applications shall be reviewed by 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 - Sergeant Position.
The Tarentum Borough Police Department will have three (3) Sergeant Positions under the direct command of the Chief of Police.

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Section 9.5 - Pay Rates.
The Sergeant position shall pay One Dollar ($1.00) per hour more than the patrolman's prevailing wage, including shift differential for the term of this Agreement. If and when a Sergeant is not scheduled, the senior full-time officer on duty will receive an additional Fifty Cents ($.50) per hour more than the patrolman's prevailing wage for Officer in Charge pay.

Section 9.6 - Detective Position.
Council hereby approves the position of Police Detective. The Chief of Police will have the power to appoint a Patrolman or Sergeant to the position of Detective.

ARTICLE 10: REDUCTION IN WORK FORCE

Section 10.1 - Notice.
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 - Affected Classifications.
The Employer shall determine the classification(s) which will be affected by any reduction (layoff).

Section 10.3 - Seniority.
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 - Recall List.
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.
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 - Employee Response.
The recalled employee shall have seven (7) calendar days following the date of the recall notice to notify the Employer of his or her intention

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to return to duty. The recalled employee must report to duty on the date specified by the Employer, or the employee shall forfeit his or her 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 - Part-Time Restriction.
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 - Department Merger.
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 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 - Just Cause.
Employees may only be discharged for "just cause."

Section 11.2 - Conduct.
Disciplinary action, up to and including discharge, may be imposed on an employee for failing to fulfill his or her 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 - Discretion.
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 of the public.

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Section 11.4 - Notice of Discharge.
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 U.S. Mail.

Section 11.5 - Appeal.
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 - Written Reprimands.
Any disciplinary action or measure imposed upon an employee may be processed through the grievance procedure(s) provided for in this Agreement; however, verbal or written reprimands shall not be subject to arbitration. Employees may have his or her exceptions attached to a written reprimand.

ARTICLE 12: SETTLEMENT OF DISPUTE

Section 12.1 - Intent.
It is the mutual desire of the Employer and the Committee 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 - Definition.
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 - Appeal Remedies.
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 - Withdrawal.
All grievances must be processed at the proper step of 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

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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 - Time Limits.

Any grievance which is not processed by the employee within the time limits provide shall be considered resolved based on the Employer's last answer. Any grievance not answered by the employee 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 or she has a justified grievance regarding the terms and conditions of his or her 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 the 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 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 or her grievance in a timely fashion, he or she shall be stopped 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 Borough Manager or Council President for it to have effect within then (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 or she 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

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receipt of the employee's appeal shall schedule a hearing. The employee must inform Council if he or she wants his or her 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) workdays 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 (9) 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 - Arbitrator Powers.
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 or her decision solely to the application and interpretation of this Agreement.

Section 12.8 - Binding Nature.
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 - Arbitration Costs.
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 - Suspension or Termination Grievance.
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 - Time Limits.
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 - Arbitrator Award.
An arbitrator's award or any part thereof which is contrary to the statutory or case law shall be null and void and have no effect.

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ARTICLE 13: PAID LEAVE

Section 13.1 - Requests.
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
President's Day
Good Friday
Easter Sunday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Day
Three (3) Employee Floating Holidays

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 - Holiday Pay Eligibility.
To be eligible to receive holiday pay, the employee shall have worked his or her scheduled day or have been on vacation, sick leave or personal time immediately prior to and after the holiday.

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

Section 13.5 - Working Holidays.
Any eligible employee who is required to work on a designated holiday shall be paid at a rate of Double Time and One-Half (2 ½) times his or her normal hourly rate, as determined by this Agreement, for all hours actually worked on a holiday.

Section 13.6 - Vacation During Holiday.
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.

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Section 13.7 - Personal Leave.

Each full-time bargaining unit member after one (1) year of service shall be eligible for six (6) personal leave days each calendar year. Personal leave days shall be paid eight (8) hours at the employee's normal hourly daylight rate as established by this Agreement.

Section 13.8 - Use of Leave.

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 or her 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 twenty years - Twenty (20) vacation days
5. More than twenty years to twenty-five years - Twenty-five (25) vacation days

Advance Requests.

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 thirty (30) days in advance of the date requested

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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.

Increments.
Vacation shall be taken in no less than eight (8) hour increments.

Eligibility.
To be eligible for a paid vacation, the employee must work his or her scheduled day immediately preceding and following the scheduled vacation time or have been on sick time or personal time.

Holiday.
If a holiday occurs during the calendar week in which an employee is on vacation, the employee shall be paid his or her straight time hourly rate for the holiday and such day shall not be charged against the employee's accumulated vacation leave.

Order of Requests.
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.

Carry Over.
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.

Upon Termination.
Any employee who is terminated, laid off or retired, prior to using any or all of his or her 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 during the week of the funeral.

Section 13.11 - Bereavement Provisions.
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.

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Section 13.12 - Bereavement Definitions.

A. For purposes of this Section, the employee's "immediate family" shall be defined as the employee's husband, wife, son, daughter, stepchild, mother, father, mother-in-law, father-in-law, stepparents, 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 Amount.

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 - Sick Leave Approval.

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

Section 13.15 - Sick Leave Pay Rate.

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

Section 13.16 - Sick Leave Reporting.

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

Section 13.17 - Sick Leave Return.

The employee shall be required to submit a signed request for sick leave payment on the official Borough form immediately upon their 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 their absence or if the absence was for a period of three (3) or more workdays, the employee shall submit a physician's statement with their request for sick leave. Such physician's statement must indicate the nature of the illness of injury and provide a statement that the employee is fully capable of

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returning to their 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 - Employer Physician.
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 form 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 - Failure to Comply.
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 Accumulation.
Sick leave may be accumulated up to a maximum of 140 days. Any sick leave accrued beyond the 140 days, and not legitimately used during the calendar year earned, shall be forfeited and lost.

Section 13.21 - Physician's Statement.
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 their normal duties.

Section 13.22 - Jury Duty.
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 applied to the employee while in performance of such duty.

ARTICLE 14: COURT APPEARANCES

Section 14.1 - Schedule Adjustment.
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 a Judicial proceeding directly related to their work.

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Section 14.2 - Compensation.

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

Officer Off Duty.

If the Court appearance at the Magistrate's Office 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.

Minimum Hours.

Officers are guaranteed a minimum of four (4) hours for pretrial with the District Attorney 's Office in Pittsburgh at their appropriate hourly daylight rate.

Officer On Duty.

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 their scheduled shift.

Reimbursement.

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.

Parking Expenses.

Any officer required to attend Court proceedings and incurring parking fee expenses shall be reimbursed for such expense provided the officer submit a validated receipt of such expense.

Reimbursement Submission.

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.

ARTICLE 15: TRAINING AND EDUCATION

Section 15.1 - Compensation.

Bargaining unit employees shall be compensated for all hours of training which they are required by the Employer to attend.

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Section 15.2 - Additional Costs.
The Employer shall pay all registration, tuition, lodging and related fees for any educational or certification programs needed for various classifications which the Employer has pre-approved through the Borough Secretary.

Section 15.3 - Overtime.
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.

Section 15.4 - Reimbursement.
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 at the rate in Article 20. 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 - Reimbursement Notice.
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.

ARTICLE 16: UNIFORM ALLOWANCE

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

Section 16.2 - New Officers.
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 - Allowance.
A maximum allowance of One-Thousand Dollars ($1,000.00) payable in two (2) Five Hundred Dollar ($500.00) checks no later than the first pay period in January and July 1st 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.

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Section 16.4 - Termination of Employment.
Any police officer terminating their employment with the Borough of Tarentum shall return all uniform items, including clothing, leather goods, and 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 - Maintenance.
Non-uniform wearing apparel and routine cleaning and maintenance of uniforms shall be each officer's individual responsibility.

Section 16.6 - Vests.
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 their 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 - Withholding Pay.
Whenever an employee is fired, dismissed, permanently laid off, quits their job, retires or otherwise severs or is severed from their position, their final pay shall be withheld until all of their issued equipment, including uniforms and firearm, is turned in to Borough authorities.

ARTICLE 17: LIFE INSURANCE

Section 17.1 - Amount.
The Employer agrees to provide each full-time bargaining unit employee with Fifty-Five Thousand Dollars ($55,000.00) of term life insurance.

Section 17.2 - Death Benefit.
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 - Retiree Death Benefit.
All retired police officers shall be provided a death benefit of Five Thousand Dollars ($5,000.00) 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 - Insurance Carrier.
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.

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ARTICLE 18: PENSION

Section 18.1 - Agreement.

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 - Legislative Enactments.

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 - Plan Improvements.

Improvements to be included in the pension plan effective January 1, 2013:

A. Averaging period reduced to Thirty-Six (36) months.

B. Employee with a permanent service-related disability shall receive Seventy-Five (75%) percent of their wages from the pension plan at the time that the disability was incurred, provided that any disability benefit shall be reduced by the amount of any Social Security Act (42 U.S.C. Section 301 et seq.) benefit received for the same injury.

Section 18.4 - Employee Contributions.

The employer 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 Fifty-Fifty (50-50) with the employee from the actuary calculations. An employee will be capped at Four Percent (4%). For example, if the actuary calculates that Four (4%) Percent per annum is needed to contribute to the funds of each employee, the Employer will pay Two (2%) Percent and the employee will pay Two Percent (2%).

Section 18.5 - Over 25 Years of Service.

Each employee retiring after the signing of this Agreement, after Twenty-Five (25) years of service, shall receive an additional One Hundred ($100.00) Dollars to their monthly pension pay during the term of this Agreement.

Section 18.6 - Retirement Age.

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

Section 18.7 - Agreement.

The Employer will pay health care benefits at current Police rates by existing contract by year (no eye or dental coverage) for each employee

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presently working over the age of sixty (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 - Deferred Retirement Option Plan.

Definitions.

DROP - The deferred Retirement Option Plan is created as an optional form of benefit under the existing Tarentum Borough Police Pension Plan.

DROP Account - A separate interest-bearing account created to accumulate the DROP pension benefit for a DROP participant.

Member - A Full-time Tarentum Borough Police Officer covered by the Plan.

Participant - A member who is eligible for normal retirement and who has elected to participate in the DROP program.

Plan - The Tarentum Borough Police Pension Plan adopted pursuant to Act 600, Section 2.

Eligibility.

Effective January 1, 2013, members of the Tarentum Borough Police Department bargaining unit that have not retired prior to the implementation of the DROP Program, may enter into the DROP on the first day of any month following the attainment of age Fifty (50) and the completion of Twenty-five (25) or more years of credited service with Tarentum Borough.

Written Election.

An eligible member of the Plan electing to participate in the DROP program must complete and execute a "DROP Election Form" prepared by the Tarentum Borough Manager, and/or the Plan Administrator, which shall evidence the member's participation in the DROP program and document the participant's rights and obligations under the DROP. The form must be signed by the member and the Chief Administrative Officer of the Plan and submitted to Tarentum Borough at least 30 days before the date on which the member wishes the DROP election to be effective. The DROP Election Form shall include an irrevocable notice to Tarentum Borough by the member that the member shall terminate from the employment with Tarentum Borough Police Department effective on a specific date up to five (5) years from the effective date of the DROP election. In addition, all retirement documents required by the Tarentum Borough Police Pension Plan Administrator must be filed and presented to the Tarentum Borough

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Council Members. Once the retirement application has been approved by the Council Members, it shall become irrevocable.

After a member enters the DROP Program, any contributions to the Pension Plan by the participant and the Borough will cease and the amount of the monthly benefit will be frozen. Members are hereby advised to consult a Tax Advisor, of their choice, prior to considering the DROP program, as there may be serious tax implications and/or consequences to participating in the DROP program.

Limitation on Pension Accrual.
After the effective date of the DROP election, the participant shall no longer earn or accrue additional years of continuous service for the Pension purposes.

Benefit Calculation.
For all Plan purposes, continuous service of a member participating in the DROP program shall remain as it existed on the effective date of commencement of participation in the DROP program. Service thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Tarentum Borough Police Pension Plan. The average monthly pay of the member for pension calculation purposes shall remain as it existed on the effective date of commencement of participation in the DROP program. Earnings or increase in earnings thereafter shall not be recognized or used for the calculation or determination of any benefits payable the Plan.

Payments to DROP Account.
The monthly retirement benefits that would have been payable had the member elected to cease employment and receive a normal retirement benefit shall, upon the member commencing participation in the DROP program, be credited on the first day of each month into a separate interest-bearing account established by the Plan Administrator to track and accumulate the participant's monthly Pension benefits. This account shall be designated the DROP ACCOUNT. As required by 53 P.S. ss 895.1116, the interest "shall be compounded at the actual rate earned by the DROP participant account that shall not be less than 0% nor more than 2 ½ %". The DROP account shall be an FDIC insured bank account or other investment that will not lose value. The interest rate on the DROP accounts shall be no less than 0%. The account shall be managed by the Plan Administrator pursuant to the same fiduciary obligations and principles applicable to the management of the Municipal Pension Plans. All earnings credited to the DROP account will be included in the final cash settlement to the extent permitted by law.

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Early Termination.
A participant may withdraw from the DROP program at any time effective a complete retirement from service. No penalty shall be imposed for early termination of DROP participation. However, the participant shall not be permitted to make any withdrawals from the DROP account until the DROP participation has ended.

Payout.
Upon the termination date set forth in the DROP Election Form or on such date as the participant withdraws or is terminated from the DROP program, if earlier, the normal retirement benefits payable to the participant or the participant's beneficiary, if applicable, shall be paid directly to the participant or beneficiary and shall no longer be credited to the DROP account. Within 45 days following the actual termination of a participant's employment with Tarentum Borough, except in cases of early termination which are addressed by paragraph "F" above, the accumulated balance in the DROP account shall be paid to the participant in a single lump-sum payment. At the option of the participant, such payment shall be made either in cash, subject to any Federal withholding as may be required or as a direct rollover to an Individual Retirement Account (IRA) or other qualified retirement account as permitted by law. If the participant selects the rollover option, he or she must also submit the appropriate paperwork from the IRA or other qualified retirement plan custodian within Twenty (20) days following termination.

Death.
If a participant dies before the DROP account balance is paid, the participant's beneficiary under Act 600 shall have the same rights as the participant to withdraw the DROP account balance. The monthly benefit credited to the participant's DROP account during the month of the participant's death shall be the final monthly benefit for the DROP participant.

Amendment.
Any amendments to the DROP Ordinance shall be consistent with the provisions covering deferred retirement option plans set forth in any applicable Collective Bargaining Agreement or State or Federal law and shall be binding upon all future participants and upon all participants who have balances in their DROP accounts.

Section 18.9 - Effective Date.
The effective date of the DROP program will be January 1, 2013.

Section 18.10 - Severability.
The provisions of this Ordinance shall be severable, and if any of its provisions shall be held to be unconstitutional or illegal, the validity of any of the remaining provisions of this Ordinance shall not be affected thereby. It is hereby expressly declared as the intent of the Tarentum Borough that this Ordinance has been adopted as if such

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unconstitutional or illegal provision or provisions had not been included herein.

Section 18.11 - Pending Legislation.
In the event of the passage of legislation governing DROPs in the Commonwealth of Pennsylvania, this Ordinance shall be amended to comply with any legal requirements set forth in such legislation. The application of any amendments to police officers actively employed as of the effective date of any such legislation shall be governed by and consistent with constitutional principles applicable to the pension and retirement benefits.

ARTICLE 19: HEALTH CARE BENEFITS

Section 19.1 - Costs.
The Employer shall pay the cost of health insurance and the Employer shall have the right to change the existing medical, surgical, and hospitalization insurance to a plan that is comparable to the coverage which is presently being provided. Comparable in this context does not mean exactly the same. The employees, however, retain the right to grieve the Employer's determination that the plan is comparable. There will be no contributions to the Health Benefits by the employee. The Employer will pay the first Eighty (80%) of the employee's healthcare deductible. If and or when the first Eighty (80%) is covered by the Employer, the employee is responsible for only the remaining Twenty (20%) of the healthcare deductible.

The Employer shall cap the cost of the employees deductible at six-hundred dollars ($600.00) per year for employees enrolled in family coverage and three-hundred dollars ($300.00) for employees enrolled in the single plan.

The Employer shall pre-pay 100% of the deductible cost through a HSA at the beginning of each year. The employee deductible percent (20%) shall be deducted annually in equal installments from each paycheck.

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

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

Section 19.4 - Family Coverage.
The Employer shall provide all officers, their spouses and the officers' dependent children with the existing Health Plan or its equivalent.

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Section 19.5 - Early Retirement Health Care Benefit.

The Employer agrees to provide the opportunity for early retirement for qualified bargaining unit employees in accordance with the following:

A. A full-time police officer with twenty-five (25) years of service and over the age of fifty (50) along with any eligible spouse or dependents will receive five (5) years of paid health care upon retirement.

B. The employee must submit a written request to the Borough Manager that he/she wishes to enroll in the early retirement program and specify the date on which employment will close.

C. The employee must provide all information requested on the form provided by the Employer when enrolling in the early retirement program.

D. Once the proper application has been approved, the employee shall be eligible for the following benefit:

   a. The Borough agrees to pay the premium for the continuation of the existing current health care plan or plan of record at the time of early retirement, at the rate then in effect to the plan covering the employee and spouse.

   b. The continuation of said benefit shall be provided for an eligible employee for a period not to exceed five (5) years.

E. The employee must certify annually that neither the employee nor the employee's spouse are eligible to receive or are receiving health care benefits provided by another source. Such certification must be provided, in writing, to the Borough Manager no later than January 15th of each year of benefit eligibility. If the employee or the employee's spouse are eligible to receive or are receiving health care benefits provided by another source, the Borough shall have no obligation to provide the benefit as described. Failure to provide said certification by the date specified may result in termination of the benefit described.

F. In the event of a participating employee's death while this plan is in effect, the Borough shall have no obligation to continue the benefit beyond the end of the period for which the premium has already been paid.

Section 19.6 - Line of Duty Death.

In the event that an officer is killed in the line of duty, the Employer agrees to provide health care coverage at no cost to the widow spouse and dependent children as long as legally permissible under the COBRA benefits of the Employers health insurance policy. At the time that the widow spouse and dependent children are no longer legally able to receive benefits through COBRA, then the widow spouse and the Borough shall

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consult with each other so that a comparable plan can be purchased. The Employer will reimburse the widow each month for the premium. The widow shall have the right to retain this benefit until he or she becomes Medicare eligible at which time the Employer's obligation shall cease.

Section 19.7 - Voluntary Healthcare Opt-Out.

The Employer agrees to provide payments for qualified bargaining unit employees who opt-out of the municipal sponsored health insurance at the following rates:

A. $2,000 per employee annually, paid in monthly installments.

B. $1,000 per employee's spouse annually, paid in monthly installments.

C. $500.00 per employee's child annually, paid in monthly installments. Child shall include biological, stepchild, and adopted.

    a. Payment per child shall be terminated upon the child's 18th birthday or high school graduation, whichever is later.
        i. Children enrolled in higher education will be covered until age 26 or graduation of their program of study. Whichever comes first.
            1. Employees claiming children who are enrolled in higher education must provide proof of enrollment annually.

D. All dependents being claimed shall require annual certification that they're still dependents of the employee.

E. Employees shall have the right to opt-in to the employer sponsored health insurance throughout the year during open enrollment or a qualifying life event.
    a. Qualifying life events include: having or adopting a baby, getting married or divorced, experiencing a shift in employment status for spouse or employee, death of someone who shares your health plan, and turning 65. All other qualifying life events will be in accordance with IRS definition of qualifying life events.

Section 19.8 - Short-Term Disability.

The Employer will allow employees to take short term disability for those absences caused by illness or injury for a period longer than twenty (20) days and less than six (6) months. The Employer is not responsible for payment of short-term disability insurance (SDI). The employee is solely responsible for SDI coverage but may use a payroll deduction through employer.

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Section 19.9 - Long-Term Disability.

The Employer will allow employees to take long term disability for those absences caused by illness or injury for a period longer than six (6) months to a maximum of twelve (12) months. The Employer is not responsible for payment of long-term disability insurance (LDI). The employee is solely responsible for LDI coverage but may use a payroll deduction through employer. Employees may not exceed absences caused by illness or injury for a period longer than twelve (12) months from the date of filing short term disability.

ARTICLE 20: WAGES

Section 20.1 - Annual Base Wage.

Effective the signing of this Agreement, the annual base wage rate for full-time officers covered under this Agreement hired before January 1, 2023, shall be:

Patrolman	
Year	**Rate of Pay**
January 1, 2023	$38.43
January 1, 2024	$39.97
January 1, 2025	$41.56
January 1, 2026	$43.23
January 1, 2027	$44.96

Section 20.1 - New Hires.

Full time employees hired after December 31, 2022, 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 - Hires After 2003.

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

ARTICLE 21: LONGEVITY

Section 21.1 - Schedule of Pay.

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

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

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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 - Lump Sum Payment.
Longevity pay shall be a lump sum payment to each officer in accordance with the above schedule, payable the 1st pay in December.

ARTICLE 22: SHIFT DIFFERENTIAL

Section 22.1 - Shift Schedules.
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 - Schedule Posting.
The Employer shall post the work schedule as per Article 6, Section 6.4.

Section 22.3 - Pay Differential.
There shall be a shift differential between the first (1st) and third (3rd) scheduled shifts of each workday.

The payment of shift differential for all hours actually worked on the first (1st) shift shall be eighty-five cents ($.85) per hour.

The payment of shift differential for all hours actually worked on third (3rd) shift shall be sixty-five cents ($.65) per hour.

For purposes of this Section:
10:00 P.M. to 06:00 A.M. shift shall be the first shift (1st).
06:00 A.M. to 02:00 P.M. shift shall be the second shift (2nd).
02:00 P.M. to 10:00 P.M. shift shall be the third shift (3rd).

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

ARTICLE 23: WAIVER IN CASE OF EMERGENCY

Section 23.1 - Temporary Suspension of CBA.
In case of emergency declared by the President of the United States, the Government 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

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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 - Notification.
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.

ARTICLE 24: SEVERABILITY

Section 24.1 - Full Force and Effect.
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 - Invalid Provision.
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.

ARTICLE 25: DURATION

Section 25.1 - Full Agreement.
This Agreement shall contain and constitute the full and complete understanding 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 - Term.
Pursuant to the requirements of Act 111, this Agreement shall be binding upon the parties hereto, their successors and assigns, from January 1, 2023, unto and including December 31, 2027.

Section 25.3 - Full Agreement.
In accordance with applicable provisions of Act 111, either party may, on or before July 1, 2027, notify the other by certified mail of its desire to modify or terminate this Agreement for subsequent years.

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ARTICLE 26: RESIDENCY REQUIREMENT

Section 26.1 - Proximity.

All present employees subject to this employment contract shall have their permanent residence and domicile within twenty (20) air miles of the Borough of Tarentum Police Station.

This agreement is approved by the Tarentum Borough Police Wage and Policy Committee at a meeting held on the 12th of December 2022:

Attest:

Kurt Jendrejewski, Vice-President

Jeremy Howell

By:

Mark Glogowski, President

This agreement is approved by the Council of Tarentum Borough at a public meeting held December 12, 2022:

Attest:

Dwight D. Boddorf, Manager

By:

Scott Dadowski, Council President

Seal:

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ENDNOTES

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