

EMPLOYMENT AGREEMENT  
BETWEEN  
POLICE DEPARTMENT OF THE BOROUGH OF MIFFLINBURG  
AND  
BOROUGH OF MIFFLINBURG

JANUARY 1, 2014 THROUGH DECEMBER 31, 2016

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## 1. PREAMBLE

THIS AGREEMENT made and entered into this \_\_\_15th\_\_\_\_\_ the day of October, 2013, by and between the BOROUGH OF MIFFLINBURG, Union County, Pennsylvania, 17844, hereinafter referred to as the Borough, and the POLICE DEPARTMENT of the Borough of Mifflinburg, Union County, Pennsylvania, 17844, hereinafter referred to as the Police.

This agreement is made and entered into under Pennsylvania law, including the Act of June 24, 1968, P.L. 237, known as Act No. 111, (43 P.S. 217.1 et seq.), which provides for collective bargaining by police.

Both parties state that this agreement sets forth the terms and conditions to which each party agrees to be bound, and that this agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

The Bargaining Unit shall consist of duly sworn regular full time and regular part time police officers employed by the Borough of Mifflinburg, excluding the Chief of Police and casual employees.

The Borough recognizes the Borough of Mifflinburg Police Officer's Association (hereafter, the "Association") as the exclusive representative of the employees of the Bargaining Unit as defined above.

The Association recognizes that membership in the bargaining unit is not compulsory and that members have the right to join or to refrain from joining the Association.

## 2. TERM

The term of this agreement shall be three (3) years, which period shall begin on January 1, 2014 and continue in full force and effect through December 31, 2016.

## 3. STRIKES AND LOCKOUTS

Both parties agree to abide faithfully by the provisions of the Act of June 24, 1968, P.L. 237, known as Act No. 111, (43 P.S. 217.1 et seq.), and to the terms of this agreement. As a condition of the various provisions of this agreement to which both parties have concurred, the Police Department pledges that the members of the Borough of Mifflinburg Police Department will not engage in any strike during the term of this agreement, and the Borough of Mifflinburg pledges that it will not conduct, or cause to be conducted, a lockout of the Borough of Mifflinburg Police Department during the term of this agreement.

#### 4. WAGES

The parties agree that the base pay rate of the full-time police officers of the Borough of Mifflinburg Police Department during the term of this agreement shall be based upon the information as set forth below:

January 1, 2014: 3% increase to full-time officers' base pay rate from \$ 26.29 TO \$27.08

January 1, 2015: 3% increase to full-time officers' base pay rate from \$ 27.08 TO \$27.89

January 1, 2016: 3% increase to full-time officers' base pay rate from \$ 27.89 TO \$28.73

The base pay rate is further recognized at Exhibit A attached hereto.

4.1 OVERTIME - Time and one-half (1-1/2) the Employee's regular rate of pay shall be paid to officers for all overtime hours.

(a) All hours worked in excess of eight (8) hours in any one work day and all hours worked in excess of forty (40) hours in any one work week. There shall be no pyramiding of overtime, duplication of overtime payments or the carrying over of overtime from one pay period to another. Should the Borough exercise its managerial prerogative to institute a consecutive four (4) day, ten (10) hour work week followed by three (3) consecutive days off, then officers working that schedule shall have their overtime calculated on time worked in excess of ten (10) hours per day or forty (40) hours per work week. Overtime for qualifying officers shall be paid at the overtime rate of time and one half. No language in this section shall be construed as a waiver of the Borough's inherent managerial right to establish (or decline to establish) a consecutive four (4) day, ten (10) hour work week followed by three (3) consecutive days off.

(b) All overtime shall be approved by the Chief of Police, or in his/her absence, the Mayor or his/her designee.

(c) Work week shall be defined as the period beginning at 12:01 AM on Monday and ending at 12:00 midnight on the following Sunday.

4.2 EXTRA TIME - At the option of the officer, he or she may elect to accumulate compensatory time in lieu of payment for overtime pay hours. Accumulated compensatory time may be used at some later date and compensatory time shall be accumulated at the rate of an hour and a half of compensatory time for each hour of overtime worked. Compensatory time off will be granted at the discretion of the Chief of Police, when there is a cover officer or a part time officer available. Compensatory time must be used by December 31 of each year and shall not accumulate in excess of forty (40) hours total in any calendar year. Compensatory time which has been accumulated but not used by December 31 of each year shall be paid at the overtime rate it was originally earned. Payment for unused compensatory time will be made by January 31<sup>st</sup> of the following year.

4.3 CRIMINAL INVESTIGATIONS - Any criminal investigations performed by members of the Borough of Mifflinburg Police Department beyond eight (8) consecutive hours must have the prior approval of the Mayor of the Borough of Mifflinburg. In addition, said criminal investigations shall be approved by the Chief of Police of the Borough of Mifflinburg, or his designated representative.

4.4 MILEAGE - Officers utilizing their personal vehicles for authorized official police duties shall receive mileage reimbursement at the IRS prevailing standard mileage rate.

4.5 STAND-BY TIME - All full-time officers shall be paid at the rate of seven dollars (\$7.00) per hour for time spent on stand-by status. If the officer must answer a call during this stand-by period, they will receive a minimum of two (2) hours pay at their regular hourly rate.

4.6 LONGEVITY - An officer shall be placed on the longevity step equivalent to the step that he/she would achieve during the calendar year that his/her anniversary date occurs. The schedule for longevity is set forth at Exhibit A attached hereto.

4.7 COURT TIME - In the case of an officer who is compelled to testify at a hearing during time which he was previously scheduled to be off work, the parties agree that the qualifying officer shall be compensated for a minimum of two (2) hours overtime, or the actual time spent at the hearing, whichever is the greater amount of time. The Bargaining Unit agrees that the Borough may request proof of the time spent at a hearing, if it deems that proof necessary.

## 5. FRINGE BENEFITS

### 5.1 MEDICAL INSURANCE

(a) The Borough of Mifflinburg shall provide medical insurance to each full-time police officer and his or her family. Officers shall make the following contributions, per pay, based on a bi-weekly pay period to the cost of the healthcare plan:

#### Effective January 1, 2014

Single:	\$25.00
Parent/Child:	\$30.00
Husband/Wife:	\$35.00
Family:	\$40.00

#### Effective January 1, 2015

Single:	\$29.00
Parent/Child:	\$34.00
Husband/Wife:	\$39.00
Family:	\$44.00

**Effective January 1, 2016**

Single:	\$33.00
Parent/Child	\$38.00
Husband/Wife	\$43.00
Family:	\$48.00

The Borough shall have the right to change insurance carriers or plans, so long as the plans and benefits are substantially "comparable to or better than" the plan in effect as of December 31, 2007. "Comparable to or better than" does not mean that each and every coverage is identical. Rather, "comparable to or better than" means that on the whole, based upon a comparison of every particular aspect of the new coverage, a comparable benefit level to that which presently exists would continue. The Borough shall be entitled to self-insure aspects of coverage to maintain "comparable to or better coverage".

(b) Should the Borough wish to change carriers or plans subject to the forgoing, it shall notify the Police Association at least 30 days in advance of the same, and provide the Police Association with all relevant information, including participating provider networks and coverage details. If there is no objection that the proposed plan meets the standard, the Borough shall have the right to implement immediately. Should the Police Association not agree that the plan identified meets the standards herein, the Police Association may submit the issue to a neutral arbitrator chosen in accordance with the voluntary rules of labor arbitration on an expedited basis to determine whether the proposed plan meets the standards set forth herein. The neutral arbitrator shall have the jurisdiction to decide whether: 1) the proposed plan meets the standards herein or 2) the proposed plan does not meet the standards herein. The neutral arbitrator shall also have the jurisdiction to suggest modifications necessary to meet the standard but the Borough shall only be required to implement those modifications if permitted by the carrier or the plan. In any event, the Borough shall reimburse any co-pay which is increased by the Borough's decision to switch to "equal to or better" coverage within fourteen (14) Borough business days of receiving proper documentation of the expense.

(c) The prescription plan may require a mandatory generic feature unless the prescribing physician directs "brand specific". An employee who chooses a brand drug that has a generic equivalent without the prescribing physician directing "brand specific" may be required to pay the highest co-pay set forth.

(d) The Borough of Mifflinburg shall pay any employee who waives their right to health insurance a total of \$2,000.00 per year, to be paid in four quarterly installments of \$500.00.

(e) It is specifically understood between the parties that disputes or changes relating to the administration or scope of coverage of all aspects of any applicable health, hospitalization, pharmaceutical, formulary, dental and vision insurance policies which are not the result of Borough direction, choice or decision, but rather are made strictly under the sole discretion of the respective carriers, shall be implemented and not be subject to the contractual grievance procedure or to claims of unfair labor practices. The Association has the right to review and

verify that the changes made to the policies referred to above were made specifically by the insurance carrier.

5.1.1 RETIREMENT MEDICAL INSURANCE - For any full-time officer who retires with at least twenty-five (25) years of service and has attained the age of fifty-five (55) years, the Borough shall pay a maximum amount of three hundred dollars (\$300.00) per month toward medical insurance premiums providing that the officer is not eligible for similar coverage through another source, cost free, or through federal health insurance such as Medicare. Such coverage shall apply to the retiree, his spouse, and any dependent children. It is the intent of this provision to provide such coverage for an officer, his spouse, and dependent children, as long as the officer lives and only when there is no similar, cost free, coverage available to the officer. This benefit is to be provided only for full-time police officers employed as of July 1, 1993. Coverage is to be through the Borough provider or paid directly to the retiree's medical insurance provider.

## 5.2 REIMBURSEMENT FOR MEDICAL EXPENSES

(a) The Borough shall reimburse an officer up to a maximum of Two Hundred Dollars (\$200.00) for each employee, their spouse and any dependent children under the age of nineteen (19) years towards the cost of uninsured vision care, dental care, prescription costs and doctor visits. Distribution of the reimbursement shall be made in increments of not less than fifty dollars (\$50.00) in June and December of each year, a full reimbursement can be made at any time during the year. Documentation of qualifying expenses must be submitted in order to receive this reimbursement. This benefit extends for each calendar year of this contract.

(b) Effective January 1, 2009, the medical expense reimbursement shall be increased to Three Hundred Dollars (\$300.00) per year for each employee, their spouse and any dependent children under the age of nineteen (19) years towards the cost of uninsured vision care, dental care, prescription costs and doctor visits. Distribution of the reimbursement shall be made in increments of not less than fifty dollars (\$50.00) in June and December of each year, a full reimbursement can be made at any time during the year. Documentation of qualifying expenses must be submitted in order to receive this reimbursement. Unused amounts shall roll over into the next year's allotment to a maximum accumulation of Nine Hundred Dollars (\$900) per family unit. Upon separation from service, accrual to the reimbursement right shall cease. Employees who retire may continue to submit for and receive reimbursement until the accumulated amount is depleted. However, employees who separate prior to retirement shall not be permitted to receive further reimbursement.

5.3 DISABILITY INSURANCE - In the event of injury or illness sustained in the course of his employment an officer may apply for worker's compensation benefits and seek compensation for those injuries. In the event of injury or illness arising from an officer's performance of duty, an officer may apply for benefits under the Heart and Lung Act and seek compensation for those injuries.



In the event of injury, physical disability or sickness not addressed by the Worker's Compensation Act and the Pennsylvania Heart and Lung Act, a qualifying officer may apply for benefits under the Borough's Short and Long Term Disability insurance policies. For pension purposes, any time for which an officer receives benefits from the Borough's Short and Long Term disability insurance policies shall be counted as service time worked for pension purposes if permissible according to then existing statutory or case law.

In no event shall an officer be able to collect through any statutory benefit or through any insurance policy (either individually or in combination) more than 100% of the officers pre-injury wage (less applicable taxes if required by law). Benefits received in excess of 100% of the pre-injury wage (less applicable taxes if required by law) shall be turned over to the Borough to subsidize the Borough payments. Failure to turn over such amounts may result in ineligibility for benefits or a dollar for dollar offset from benefits payable by the Borough

5.4 SICK LEAVE - Each officer hired prior to July 14, 2011, shall be entitled to receive fifteen (15) days sick leave each year. The accumulation of these sick days is unlimited. Officers hired on or after July 14, 2011, shall be entitled to receive twelve (12) days sick leave each year. Officers hired prior to July 14, 2011, may take all accumulated sick leave in a year, with full pay, and other benefits, provided that any sick leave utilized in excess of five (5) consecutive days may be required, at the option of the Borough, to be verified, in writing, by a physician. Officers hired on or after July 14, 2011, may take all accumulated sick leave in a year, with full pay, and other benefits, provided that any sick leave utilized in excess of three (3) consecutive days may be required, at the option of the Borough, to be verified, in writing, by a physician.

~~5.5 SICK LEAVE TERMINATION VALUE - Upon the retirement of any officer, such officer shall be entitled to receive a lump sum payment of fifteen dollars (\$15.00) per day for each day of unused sick leave accumulated, up to a maximum of one hundred and twenty (120) days. In the event that an officer dies before his/her retirement, the Borough will pay the officer's beneficiary fifteen dollars (\$15.00) per day for up to one hundred and twenty (120) days unused sick days.~~

5.6 VACATION - An officer must give notice to, and receive approval from, the Chief of Police at least one (1) week in advance of a proposed vacation. Each officer shall have the option to carry forward one (1) week, forty (40) hours of vacation time to the following year. All officers shall have the option to receive full pay for each unused vacation day on a prorated basis upon his retirement or to apply the accumulated vacation days towards early retirement. In the event of an officer's death, the Borough shall pay his beneficiary for his unused vacation days.

By April 1, each officer may select up to two (2) weeks of vacation, by seniority. The selection process shall then rotate by seniority again until all seniority has been selected, or, if not selected by April 1, then the right to exercise seniority shall be deemed waived and vacation shall thereafter be first come, first served.

Each full-time officer hired prior to July 14, 2011, shall be entitled to vacation in accordance with the schedule outlined below:

1 year of service	5 days
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2 years of service	10 days
4 years of service	11 days
6 years of service	12 days
8 years of service	13 days
10 years of service	15 days
11 years of service	16 days
12 years of service	17 days
13 years of service	18 days
14 years of service	19 days
15-20 years of service	20 days
21 years of service	21 days
22 years of service	22 days
23 years of service	23 days
24 years of service	24 days
25+ years of service	25 days

Each full-time officer hired on or after the July 14, 2011, shall be entitled to vacation in accordance with the schedule outlined below:

1 to 5 years of service	5 days
6 to 10 years of service	10 days
11 to 19 years of service	15 days
20+ years of service	20 days

5.7 HOLIDAYS - All police officers shall be entitled to the following holidays; New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and the officer's birthday. If an officer works on any of the above holidays, except Christmas, New Years and Thanksgiving, he shall, be paid at his regular rate of pay and in addition thereto, may elect to either be paid at 1 ½ times his regular rate or to take 1 ½ days off. If an employee works on Christmas, New Years or Thanksgiving, he shall be paid at his regular rate of pay and in addition thereto, may elect to either be paid 2 times his regular rate or to take 2 days off. In the event that a holiday falls during a police officer's regular day off, said officer shall be entitled to be paid for the holiday at his regular rate of pay or take another day off later during the same year.

5.8 PERSONAL DAYS - Each officer shall be entitled to receive four (4) personal days each year to be taken when the officer desires. Effective January 1, 2012, any officer that uses less than 50% of his or her annual sick leave allotment in any given year shall receive one (1) additional personal day in the following year. An additional personal day earned in accordance with this provision must be used in the year in which it was earned and shall not carry over into any subsequent year.

5.9 FUNERAL (BEREAVEMENT) LEAVE -- In the event of a death within the officer's immediate family, said officer shall be entitled to funeral (bereavement) leave of up to, and including, five (5) days, which days may be taken in a nonconsecutive sequence, without the loss of pay. Immediate family shall include the following: Officer's spouse, children, parents,

brother, sister, mother-in-law and father-in-law. An officer shall be entitled to funeral (bereavement) leave of one (1) day, without loss of pay, in the event of a death to an officer's close relative or close friend.

5.10 PENSION - The Borough shall provide all officers with a pension. The pension shall be governed by the terms of Borough of Mifflinburg Ordinance Number 92-07, as amended.

5.11 RETIREMENT BONUS - Each officer covered under this contract shall be entitled to receive a retirement bonus equal to two percent (2%) of his annual salary at the time of retirement for each period of five (5) years of continuous service to the Borough. The Borough shall pay this retirement bonus to each officer thereto entitled on the date of said officer's retirement from service with the Borough. The provisions of this Subsection 5.11 shall not be applicable to any officer hired on or after July 14, 2011.

## **6. UNIFORMS & EQUIPMENT**

The Borough will provide all police officers with all equipment which the Borough deems necessary for the Police to do their assigned tasks. Each officer shall be entitled to an allowance of five hundred dollars (\$500.00) annually for uniform purchases. These purchases must be verified to the Borough at the time reimbursement is sought. All uniforms and equipment purchased by the Borough on behalf of the police department, or its officers, shall remain the property of the Borough and, upon an officer's termination of employment, said property shall be promptly returned to the Borough. Effective January 1, 2009, the Clothing Allowance shall be increased annually by one-half of that year's general base wage increase percentage. During the term of this contract, the maximum clothing allowance shall be \$600, no matter the amount of the general base wage increase percentage.

6.1 BODY ARMOR - The Borough of Mifflinburg agrees to provide new, initial issue personal body armor to newly hired officers. The Borough shall provide new personal body armor for all officers in accordance with the manufacturer's warranty period. Said personal body armor shall not be charged to the officer's uniform allowance. All personal body armor shall remain the property of the Borough and shall be promptly returned upon the officer's termination of employment. Police Officers shall be required to wear their Borough-issued body armor at all times while on regular patrol duty.

## **7. POLICE PROFESSIONAL LIABILITY INSURANCE**

The Borough shall provide for each police officer Professional Liability Insurance coverage of at least Five Hundred Thousand dollars (\$500,000.00) for civil law suits based upon violation of personal and civil rights in such areas as false arrest, stop and frisk, unlawful apprehension and detention, assault and battery, false imprisonment, malicious prosecution, libel, slander, defamation of character, violation of property rights, erroneous service of civil papers or any judgment or civil suit for acts committed by the officer during the performance of his/her duties for the Borough of Mifflinburg.

## 8. EDUCATION ALLOWANCE

It is the policy of the Borough to encourage police officers to pursue academic training, at the expense of the officer, to improve the police officer's skills and quality of service. The Borough will pay to each officer who completes job related courses at a accredited institution of higher learning, college or university, at the rate of two hundred dollars (\$200.00) annually for every thirty (30) credit hours or units of education completed, up to a maximum of eight hundred dollars (\$800.00) per year. Sums due under this provision shall be paid on or near the 15th day of December of each year of the contract.

## 9. TRAINING

It is the policy of the Borough to encourage police officers to attend police schools and training programs to improve their knowledge of legal rights and obligations. In the event that a police officer attends a police training school at the request of the Borough, said officer shall be paid his regular rate of pay during the time of attendance at said training school. In addition, if the officer utilizes his/her personal vehicle in traveling to or from the training school the Borough shall also pay the officer mileage, at the IRS prevailing standard mileage rate.

## 10. VACANCIES

The Borough shall permit and afford each officer the opportunity to compete for all current and future vacancies occurring within the Police Department of the Borough of Mifflinburg. When an officer is performing the duties of a higher rank, the officer shall receive compensation at the rate he would have received had he been promoted to that rank, provided the officer is assigned forty (40) or more hours to the higher rank.

## 11. PROBATIONARY PERIOD

All new police officers shall complete a minimum probationary period of one year, commencing on the later of:

1. The officer's appointment by the Borough; or
2. The officer obtaining his or her Municipal Police Officer's Education and Training Commission ("MPOETC") certification,

before being considered for permanent status by Mifflinburg Borough Council.

An extension of the probationary period may be made by agreement of the Borough, the probationary officer, and bargaining unit. Extension period to be in three (3) two (2) month increments, not to exceed a total of six (6) months.

All benefits for probationary officers shall begin at the commencement of their probationary period as defined above.

The parties agree that the ability of a probationary police officer to grieve any discipline imposed or any decision to discharge him from employment which occurs during the officer's probationary period of employment shall be governed by the then existing statutory or case law as well as the language of the contract.

## **12. POLICE DUTIES**

The parties agree that the job duties of all Borough police officers are set forth in the Police Policy Manual prepared by the Chief of Police.

## **13. GRIEVANCE PROCEDURES**

A grievance, as that term is used within this section, is any dispute regarding the interpretation and/or implementation of a provision of this agreement. An earnest effort shall immediately be made to settle any differences in the following manner:

Step 1. If a police officer has a grievance, the officer, either alone or with a representative of the bargaining unit, shall submit it in writing to the Chief of Police within ten (10) working days of the date on which the officer knew or should have known of the events giving rise to the grievance. The Chief of Police shall respond in writing within five (5) working days of receipt of the grievance.

Step 2. Within ten (10) working days after the Chief of Police's response or if the grievance remains unresolved after Step 1, the officer or the bargaining unit representative may refer the grievance to the Mayor of the Borough of Mifflinburg. The Mayor shall respond in writing within ten (10) working days of the receipt of the grievance.

Step 3. Within ten (10) working days after the Mayor's response or if the grievance remains unresolved after Step 2, the officer or the bargaining unit representative may refer the grievance to the Borough Council. Borough Council or its designee shall respond to the grievance in writing within thirty (30) working days of receipt of the grievance.

Step 4. Within thirty (30) working days after Borough Council or its designee provides a written response to the grievance, the bargaining unit representative may appeal the grievance to arbitration by sending by certified mail a demand for arbitration to the Philadelphia Office of the American Arbitration Association and a copy to the Borough. The arbitration shall proceed in accordance with the then-current rules of the American Arbitration Association regarding voluntary labor arbitration.

The cost of arbitration and the arbitrator's fee shall be borne equally by the parties.

The arbitrator's jurisdiction shall be limited to the issues placed before the arbitrator by the parties, and the arbitrator shall not have jurisdiction to add to, modify, vary, change or remove any terms of this agreement.

All of the time periods in this Section are mandatory and may only be extended by prior mutual written agreement of the parties.

If an Officer or the bargaining unit does not advance a grievance from one step to the next within the time limits contained in this Section, the grievance shall be deemed resolved in favor of the Borough.

If the Borough fails to respond to a grievance during any step of the process, the grievance shall be deemed denied, and the officer or the bargaining unit may proceed to the next step in the grievance arbitration. If the Borough fails to answer to a grievance in the time provided, the time for an officer to advance a grievance to the next step in the process shall commence on the day after the final date on which the Borough was required to respond to the grievance.

#### **14. PROVISIONS PERTAINING TO PART-TIME POLICE OFFICERS**

It is understood and agreed to by both the Borough and the Police that except where specifically addressed in Section 14 of this agreement part time police officers **shall not** be covered by provisions of Sections 4.2, 4.6, 5, 6 and 8 of this agreement.

14.1 HOLIDAY PAY - All part-time officers working on a holiday as set forth in Section 5.7 of this agreement shall receive, for those holiday hours worked, a rate of pay of one and one half times (1½) that of their hourly rate.

14.2 STAND-BY TIME - A part time officer shall be paid at the rate of six dollars and twenty five cents (\$6.25) per hour for time spent on stand-by status. If the officer must answer a call during this stand-by period, they will receive a minimum of two (2) hours pay at their regular hourly rate.

14.3 UNIFORMS & EQUIPMENT - The Borough shall purchase uniforms and equipment for part time police officers, up to one hundred fifty dollars (\$150.00) per officer per budget year, provided said uniform and equipment purchases are approved, and made by, the Chief of Police. All uniforms and equipment purchased by the Borough on behalf of the police department, or its officers, shall remain the property of the Borough upon an officers termination of employment. Said property shall be promptly returned to the Borough.

14.4 WORKER'S COMPENSATION INSURANCE - The Borough provides worker's compensation coverage for all part time police officers to protect them should they become injured or disabled in the line of duty. This coverage shall remain available to part time officers subject to the provisions governing this insurance as set forth by Pennsylvania statutes. (See memorandum from Paul W. Brann, Borough Solicitor, dated January 25, 1988 and hereby attached to and made a part of this agreement).

14.5 RATE OF PAY - The Borough of Mifflinburg shall pay part time police officers for their services on an hourly basis at the rate of \$ 15.00 per hour.

14.6 PROFESSIONAL LIABILITY INSURANCE - All part time police officers of the Borough of Mifflinburg shall be protected under the Police Professional Liability Insurance policy as set forth in Section 7 of this agreement.

14.7 MILEAGE - Any part time police officer of the Borough of Mifflinburg who uses their personal vehicle for approved official police duties shall be entitled to reimbursement for said use at the IRS prevailing standard mileage rate.

### **15. SEVERABILITY & SAVINGS CLAUSE**

If any section of this agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this agreement or the application of such section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any section of this agreement is held invalid or enforcement of or compliance with which has been restricted as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Police or the Borough for the purpose of arriving at a mutually satisfactory replacement for such section during the period of invalidity or restraint.

### **16. LEGAL AID**

The parties acknowledge that the provisions of the Political Subdivision Torts Claim Act relating to the provision of legal assistance and indemnity owed to employees of a local agency specifically apply to members of the bargaining unit. *See*, 42 Pa. C.S.A. § 8547 (relating to the provision of legal assistance to public employees); § 8548 (relating to indemnity for local agency employees), § 8549 (relating to limitation on damages recoverable against local agency employees); and § 8550 (relating to willful misconduct).

### **17. BILL OF RIGHTS**

1. When an anonymous complaint is made against a police officer, and no corroborative evidence is obtained, the complaint shall be classified as unfounded.
2. When any citizen complaint is filed greater than ninety (90) calendar days after the date of the alleged event complained of, which if true, could not lead to a criminal charge, such complaint shall be classified as unfounded and the accused employee shall not be required to submit a written report, but he shall be notified orally or in writing of such claim.
3. A police officer, whether as a subject or witness, must be informed of the nature of the interrogation at the outset of the interrogation.

4. If the interrogated police officer writes a written statement, a transcript is taken, or mechanical record made, a copy of same must be given to the interrogated police officer, without cost, upon request.

5. If any police officer under interrogation is under arrest for a criminal offense, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

6. At the request of any police officer under interrogation, he shall have the right to be represented by counsel of his choice and/or an F.O.P. representative, who shall be present at all times during the interrogation. The interrogation shall be suspended for a reasonable time until representation can be obtained.

### **18. TRAGIC INCIDENTS**

In the event that an officer is involved in an on-duty incident which results in death or serious injury to any person, said officer will be immediately provided appropriate counseling by the Susquehanna Valley Critical incident Stress Management Team. The team will be activated by the Union County Department of Emergency Services. The team should be activated as soon after the incident as is feasible. The initial counseling session will take place prior to any investigative interviews of the officer.

### **19. SCHEDULING**

A tentative work schedule for January 1 through December 31, shall be prepared and posted in the police department by January 1 of each calendar year. This schedule shall be updated and adjusted as necessary throughout the year by management.

### **20. MANAGEMENT RIGHTS**

20.1 The Association recognizes the exclusive rights of the Borough to determine the operating policies and to manage the Police Department in light of its experience, business judgment, and changing conditions. It is understood and agreed that all rights, powers, and authorities possessed by the Borough prior to the signing of this Agreement, whether exercised or not, shall be retained by the Borough.

20.2 Except where expressly abridged by a specific provision of this Agreement, the Borough retains the sole and exclusive right to hire, promote, demote, transfer, assign and otherwise direct the employees; to discipline, suspend or discharge employees for just cause; to evaluate and determine the qualifications of and selection of employees for promotion; to relieve employees of duty because of lack of work or any other reasons; to determine the number of hours of work; to establish reasonable rules, regulations and policies; to determine the way in which the Police Department's services shall be provided; to organize, discontinue, enlarge or reduce a job or function; to introduce a change in method or methods of operation which will produce a change in job duties and a reduction in personnel; the right to allocate Act 205 monies to the Police Pension Plan established for the benefit of Police Department employees; and the right to carry



out the ordinary and customary functions of management in the sole and exclusive judgment of the Borough.

20.3 Effective January 1, 2009, no more than (2) officers per shift shall be allowed to be off on paid leave time unless specifically approved by the Chief of Police.

20.4 The above rights of the Borough are not all-inclusive, but indicate the types of matters and rights which belong to and are inherent to the Borough.

## **21. UNION DUES**

Upon receipt from any present employee, or any employee hired during the term of this Agreement, written notice signed and verified by the employee, directing the Borough to deduct from the employee's paycheck the amount of the then agreed upon Association dues or a service fee in the amount permitted by Pennsylvania's Fair Share Fee Law and to deliver this sum to the Association, the Borough will deduct said sums from an employee's paycheck. The Borough will deduct the sums from the Employee's next paycheck following receipt of the employee's written directive. This deduction will continue for each successive paycheck during the term of this Agreement or until the Borough receives written notice from the employee, signed and verified, terminating the directive, whichever shall first occur. The Borough will deliver this amount together with all other like amounts from Employees to the Association every bi-weekly pay period during the term of this Agreement.

The Borough recognizes the existence of Pennsylvania's Fair Share Fee Law. The parties agree that every individual covered by this agreement has the option of joining or not joining the Association, provided, however, that as a condition of employment commencing with the execution of this agreement and for the duration of this agreement, any member must maintain the employee's membership in good standing and any employee who is not a member must pay, pursuant to Pennsylvania's Fair Share Law, a service fee in the amount required by said law.

The employer agrees to permit the Association to meet in the Borough premises for Association meetings during non working time.

The Association shall indemnify and save the Borough harmless against any and all claims and liability that may arise out of any action taken by the Borough for the purpose of complying with this Section.

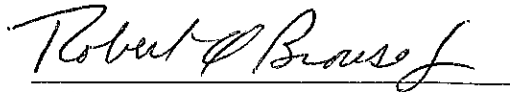
## **22. DRUG TESTING**

All officers shall be subject to pre-employment and post accident drug and alcohol testing. The parties have agreed upon a Substance Abuse Policy which is set forth in a document attached to this Settlement Agreement at Exhibit B and incorporated by reference in this Agreement as if fully set forth herein.

**23. RESIDENCY**


Officers hired on or after July 14, 2011, shall be permitted to reside outside the Borough limits, provided that the Officer's residence is located within the boundaries of the Mifflinburg Area School District. Officers hired on or after the effective date of this award shall establish residency in accordance with the above boundaries within six (6) months of the date in which Borough Council moves the Officer from probationary status to full-time status. Borough Council may, at the Officer's request, grant an extension for the Officer to comply with the within requirement.

**BOROUGH OF MIFFLINBURG**

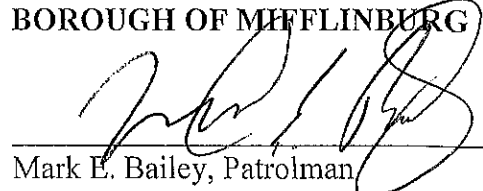


Robert O. Brouse, Jr., Council President

ATTEST:

  
Margaret A. Metzger, Borough Secretary

**POLICE DEPARTMENT OF THE  
BOROUGH OF MIFFLINBURG**

  
Mark E. Bailey, Patrolman

12/17/2013

WITNESS:

## HOURLY WAGE SCHEDULE

	2013	2014	2015	2016
Base Compensation	\$26.29	\$27.08	\$27.89	\$28.73
Prob. 75% Base	\$19.72	\$20.31	\$20.92	\$21.55
End Prob. 85% Base	\$22.35	\$23.02	\$23.71	\$24.42
3rd Year 90% Base	\$23.66	\$24.37	\$25.10	\$25.86
4th Year 95% Base	\$24.98	\$25.72	\$26.50	\$27.29
5th Year 100% Base	\$26.29	\$27.08	\$27.89	\$28.73

### Longevity Payments

Base + \$150	6 Years	\$26.36	\$27.16	\$27.97	\$28.81
Base + \$300	7 Years	\$26.43	\$27.23	\$28.04	\$28.88
Base + \$450	8 Years	\$26.51	\$27.30	\$28.11	\$28.95
Base + \$600	9 Years	\$26.58	\$27.37	\$28.18	\$29.02
Base + \$750	10 Years	\$26.65	\$27.44	\$28.25	\$29.09
Base + \$900	11 Years	\$26.72	\$27.52	\$28.33	\$29.17
Base + \$1,050	12 Years	\$26.79	\$27.59	\$28.40	\$29.24
Base + \$1,200	13 Years	\$26.87	\$27.66	\$28.47	\$29.31
Base + \$1,350	14 Years	\$26.94	\$27.73	\$28.54	\$29.38
Base + \$1,500	15 Years	\$27.01	\$27.81	\$28.62	\$29.46
Base + \$1,650	16 Years	\$27.08	\$27.88	\$28.69	\$29.53
Base + \$1,800	17 Years	\$27.16	\$27.95	\$28.76	\$29.60
Base + \$1,950	18 Years	\$27.23	\$28.02	\$28.83	\$29.67
Base + \$2,100	19 Years	\$27.30	\$28.09	\$28.90	\$29.74
Base + \$2,500	20 Years	\$27.49	\$28.29	\$29.10	\$29.94
Base + \$2,650	21 Years	\$27.56	\$28.36	\$29.17	\$30.01
Base + \$2,800	22 Years	\$27.64	\$28.43	\$29.24	\$30.08
Base + \$2,950	23 Years	\$27.71	\$28.50	\$29.31	\$30.15
Base + \$3,100	24 Years	\$27.78	\$28.57	\$29.38	\$30.22
Base + \$3,250	25 Years	\$27.85	\$28.65	\$29.46	\$30.30

**EXHIBIT B**  
**SUBSTANCE ABUSE POLICY**