MEMORANDUM

Date: **September 13, 2012**

To: **President, Vice-President, Council and Mayor**

From: **Jeff Naftal, Borough Manager**

Subject: **Requests for Residential Handicap Parking Spaces**

Background:

Pursuant to the Accessible Parking Policy of the Borough which was adopted on July 1, 1996, three residents made application for a residential handicap parking space on the street in front of their houses. Their applications were heard by the Traffic and Parking Planning Commission at their regular meeting on September 11, 2012. These applications are attached for Council review.

Discussion:

Application #1: Mr. Michael Farrell, 3228 Gaylord Avenue

Mr. Farrell requested a residential handicap parking space in front of his house because of a heart condition and an inability to walk at least 200 feet without stopping for rest. However, in the discussion by the Commission it was noted that Mr. Farrell has a flat surface rear entrance to his house which is also noted on his application. Therefore, the Commission voted 6-0 to recommend denial of the request.

Application #2: Ms. M. Patricia Lininger, 1405 Tolma Avenue

Ms. Lininger requested a residential handicap parking space in front of her house because of a heart condition and an inability to walk at least 200 feet without stopping for rest. She also requested it because her husband is legally blind. During the discussion by the Commission it was noted that there was a garage behind the property on Mervyn Avenue. However, because of the poor road conditions on Mervyn Avenue, it would be very difficult for Ms. Lininger or anyone to get into that garage. Therefore the Commission voted 6-0 to recommend approval of the request.

Application #3: Mr. Ghassan Bitar, 1205 Illinois Avenue, Apt. #1

Mr. Bitar requested a residential handicap parking space in front of his apartment building because of a heart condition and an inability to walk at least 200 feet without stopping for rest. There were no apparent issues with this application and the Commission voted 6-0 to recommend approval of the request.

Recommendation:

I recommend that Council follow the recommendations of the Traffic and Parking Planning Commission regarding the three residential handicap parking space applications noted above.

JN

Cc: Phil Ross, Chief of Police
Traffic and Parking Planning Commission Members

Attachments

3228 GAYLORD AVENUE DORMONT

CONTENTS:

1: APPLICATION
2: DMV REPORT/ PROOF OF RESIDENCY
3: LETTER TO APPLICANT
4: SITE INSPECTION
5: DIGITAL PICTURES

THE BOROUGH OF DORMONT

Accessible (HP) Parking Signs

APPLICATION

Date M / D / YEAR /

Name MICHAEL J. FARRELL

Address 3228 Gaylord Ave Apt#

Home Phone 412-561-8670 Work Phone 412 313 1319

1. To the Applicant:

A. Do you possess a HP or PD plate registered to the Commonwealth of PA?
(YES) NO *(please circle)*

Vehicle Model Jeep Commander Year 2006 Plate ~~GED-1318~~ PD-4534J

B. Are you a resident of the Borough?
(YES) NO *(please circle)*

C. Do you have accessible private off-street parking in a driveway, parking pad, or garage at your residence?
(YES) NO *(please circle)*

2. The Application and or Renewal must be accompanied by a completed copy of the attached Physician's certification.

Please check one:

(New Application) Renewal of Existing Sign

Signature Michael J Farrell Date / /

Office Use Only

Application Submitted Date 8/31/12 JC Site Inspected Date 8/30/12 JC

Approved Denied Police Chief Initials

Work Order Issued Date / / Manager Initials

BOROUGH OF DORMONT
POLICE DEPARTMENT

1444 HILLSDALE AVENUE
SUITE # 1
PITTSBURGH, PENNSYLVANIA 15216
(412) 561-8900 FAX (412) 561-3516

PHILLIP A. ROSS
CHIEF OF POLICE

THOMAS R. LLOYD
MAYOR

August 29, 2012

Michael Farrell
3228 Gaylord Avenue
Pittsburgh PA 15216

Dear Mr. Farrell,

There will be a meeting of the Dormont Borough Traffic and Parking Commission on **Tuesday September 11, 2012 at 7:00 P.M** in the Borough Council Chambers concerning your application for a handicapped parking space at **3228 Gaylord Avenue.**

In order to complete the process, your attendance is required.

If you have any questions, please call Handicapped Parking Coordinator James Kolesky at 412-561-8900 x 300 or voice mail #372.

Sincerely,

James Kolesky,
Handicapped Parking Coordinator

Cc: Dormont Borough Traffic and Parking Commission

SITE INSPECTION
3228 GAYLORD AVENUE

On August 30, 2012, James Kolesky performed a site inspection at 3228 Gaylord Avenue, in regards to an application for a Handicapped Parking Space.

Kolesky observed that 3228 Gaylord Avenue is a single family residence. When the applicant exits the front of his residence, he would go down approximately 12 steps to a concrete side walk. This side walk runs parallel to the 3200 block of Gaylord Avenue. The parking for the 3200 block of Gaylord Avenue is on the western side of the street only, which is the same side as the applicant's residence.

Kolesky observed in the rear of the applicant's residence there is a two vehicle parking par that exits directly onto the 3200 block of second alley. The rear exit of the applicant's residence comes out directly onto a small porch and with one step goes directly to the parking pad.

There is one Handicapped Parking Spaces issued in the 3200 block of Gaylord Avenue. This space is issued to 3226 Gaylord Avenue, which is next door to the applicant's residence.

Please see digital pictures that accompany this site inspection.

James Kolesky

Handicapped Parking
Coordinator

1405 TOLMA AVENUE DORMONT

CONTENTS:

1: APPLICATION
2: DMV REPORT/ PROOF OF RESIDENCY
3: LETTER TO APPLICANT
4: SITE INSPECTION
5: DIGITAL PICTURES

THE BOROUGH OF DORMONT

Accessible (HP) Parking Signs

APPLICATION

Date M / D / YEAR /

Name (SPOUSE IS BLIND) (EARL G. LININGER) M. PATRICIA LININGER

Address 1405 TOLMA AVE. Apt#

Home Phone 412-519-9330 Work Phone

1. To the Applicant:

A. Do you possess a HP or PD plate registered to the Commonwealth of PA?
YES (NO) *(please circle)*

Vehicle Model NISSAN Year 2011 Plate PD24237

B. Are you a resident of the Borough?
(YES) NO *(please circle)*

C. Do you have accessible private off-street parking in a driveway, parking pad, or garage at your residence?
YES (NO) *(please circle)*

2. The Application and or Renewal must be accompanied by a completed copy of the attached Physician's certification.

Please check one:

✓ New Application Renewal of Existing Sign

Signature M. Patricia Lininger Date 5 / 25 / 2012

Office Use Only

Application Submitted Date 8 / 26 / 12 J.C. Site Inspected Date 8 / 30 / 12 J.C.

Approved Denied Police Chief Initials

Work Order Issued Date / / Manager Initials

BOROUGH OF DORMONT
POLICE DEPARTMENT

1444 HILLSDALE AVENUE
SUITE # 1
PITTSBURGH, PENNSYLVANIA 15216
(412) 561-8900 FAX (412) 561-3516

PHILLIP A. ROSS
CHIEF OF POLICE

THOMAS R. LLOYD
MAYOR

August 29, 2012

Patricia and Earl Linunger
1405 Tolma Avenue
Pittsburgh PA 15216

Dear Mr. and Mrs. Lininger,

There will be a meeting of the Dormont Borough Traffic and Parking Commission on **Tuesday September 11, 2012 at 7:00 P.M** in the Borough Council Chambers concerning your application for a handicapped parking space at **1405 Tolma Avenue.**

In order to complete the process, you and your husband's attendance is required.

If you have any questions, please call Handicapped Parking Coordinator James Kolesky at 412-561-8900 x 300 or voice mail #372.

Sincerely,

James Kolesky,
Handicapped Parking Coordinator

Cc: Dormont Borough Traffic and Parking Commission

SITE INSPECTION
1405 TOLMA AVENUE

On August 30, 2012, James Kolesky performed a site inspection at 1405 Tolma Avenue, in regards to an application for a Handicapped Parking Space.

Kolesky observed that 1405 Tolma Avenue is a rental unit (Duplex), with the applicant living on the first floor. When the applicant exits the apartment, he goes down approximately seven steps to a concrete side walk. This sidewalk runs parallel to the 1400 block of Tolma Avenue.

The parking in the 1400 block of Tolma Avenue is on the southern side of the street which is the same side as the applicant's residence.

Kolesky observed in the rear of the residence that there is a two car garage that exits onto the 1400 block of Mervin Avenue.

There are no Handicapped Parking Spaces issued in the 1400 block of Tolma Avenue.

Please see digital pictures that accompany this site inspection.

James Kolesky

Handicapped Parking
Coordinator

1205 ILLINOIS AVENUE APARTMENT 1 DORMONT

CONTENTS:

1: APPLICATION
2: DMV REPORT/ PROOF OF RESIDENCY
3: LETTER TO APPLICANT
4: SITE INSPECTION
5: DIGITAL PICTURES

THE BOROUGH OF DORMONT

Accessible (HP) Parking Signs

APPLICATION

Date M / D / YEAR /

Name GHASSAN. BITAR

Address 1205 ILLINOIS AVE Apt# 1

Home Phone 412.344.0282 Work Phone /

1. To the Applicant:

A. Do you possess a HP or PD plate registered to the Commonwealth of PA?
(YES) NO *(please circle)*

Vehicle Model TOYOTA Year 1998 Plate ~~JVH 1212~~ PD2422M

B. Are you a resident of the Borough?
(YES) NO *(please circle)*

C. Do you have accessible private off-street parking in a driveway, parking pad, or garage at your residence?
YES (NO) *(please circle)*

2. The Application and or Renewal must be accompanied by a completed copy of the attached Physician's certification. OK

Please check one:

New Application YES Renewal of Existing Sign

Signature [illegible] Date 8 / 20 / 12

Office Use Only

Application Submitted Date 8 / 21 / 2012 JL Site Inspected Date 8 / 30 / 12 JL

Approved Denied Police Chief Initials

Work Order Issued Date / / Manager Initials

FAX TRANSMISSION

□Message From Terminal/Unit: DORSTS Operator: DO000002(DAVIS, MAT)
Originally Sent To: DORP
Date/Time Sent: 29-AUG-2012 16:51:40
□Original Message

Message From Terminal/Unit: STDR Operator: ()

Date/Time Sent: 29-AUG-2012 16:51:03

1L01TIBX6787 .ALCO-45633 - MVR-63328 08/29/12 16:51:03 - 08/29/12

16:51:03 8CSR9DS8FFT6

RESPONSE FROM PENNSYLVANIA BUREAU OF MOTOR VEHICLES

QUERY: MKE/RQ.ORI/PA0020802.LIC/PD2422M.LIY/12.LIT/PC

OWNER INFORMATION

BITAR,GHASSAN S

1205 ILLINOIS AVE APT 1

PITTSBURGH, PA 15216

COUNTY = ALLEGHENY

VEHICLE INFORMATION

LIC: PD2422M EXPIRES: 11-2012

VMA: TOYOTA VYR: 1998 VST: SDN VIN: 4T1BG22K7WU380904

BOROUGH OF DORMONT
POLICE DEPARTMENT

1444 HILLSDALE AVENUE
SUITE # 1
PITTSBURGH, PENNSYLVANIA 15216
(412) 561-8900 FAX (412) 561-3516

PHILLIP A. ROSS
CHIEF OF POLICE

THOMAS R. LLOYD
MAYOR

August 29, 2012

Ghassan Bitar
1205 Illinois Avenue
Apartment 1
Pittsburgh PA 15216

Dear Mr. Bitar,

There will be a meeting of the Dormont Borough Traffic and Parking Commission on **Tuesday September 11, 2012 at 7:00 P.M** in the Borough Council Chambers concerning your application for a handicapped parking space at **1205 Illinois Avenue.**

In order to complete the process, your attendance is required.

If you have any questions, please call Handicapped Parking Coordinator James Kolesky at 412-561-8900 x 300 or voice mail #372.

Sincerely,

James Kolesky,
Handicapped Parking Coordinator

Cc: Dormont Borough Traffic and Parking Commission

SITE INSPECTION
1205 ILLINOIS AVENUE
APARTMENT 1

On August 30, 2012, James Kolesky performed a site inspection at 1205 Illinois Avenue, in regards to an application for a Handicapped Parking Space.

Kolesky observed that 1205 Illinois Avenue is a three story apartment building with six apartments. The applicant lives on the first floor. When the applicant exits the apartment, he would go down eight steps to a concrete side walk. This side walk runs parallel to the 1200 block of Illinois Avenue. The parking for the 1200 block of Illinois Avenue is on the southern side of the street only, which is the same side as the applicant's residence.

Kolesky observed in the rear of the apartment building there are no parking spaces. The rear exits of the apartment building come out directly into a very small yard that touches a high retaining wall which supports the 1200 block of Baron Alley.

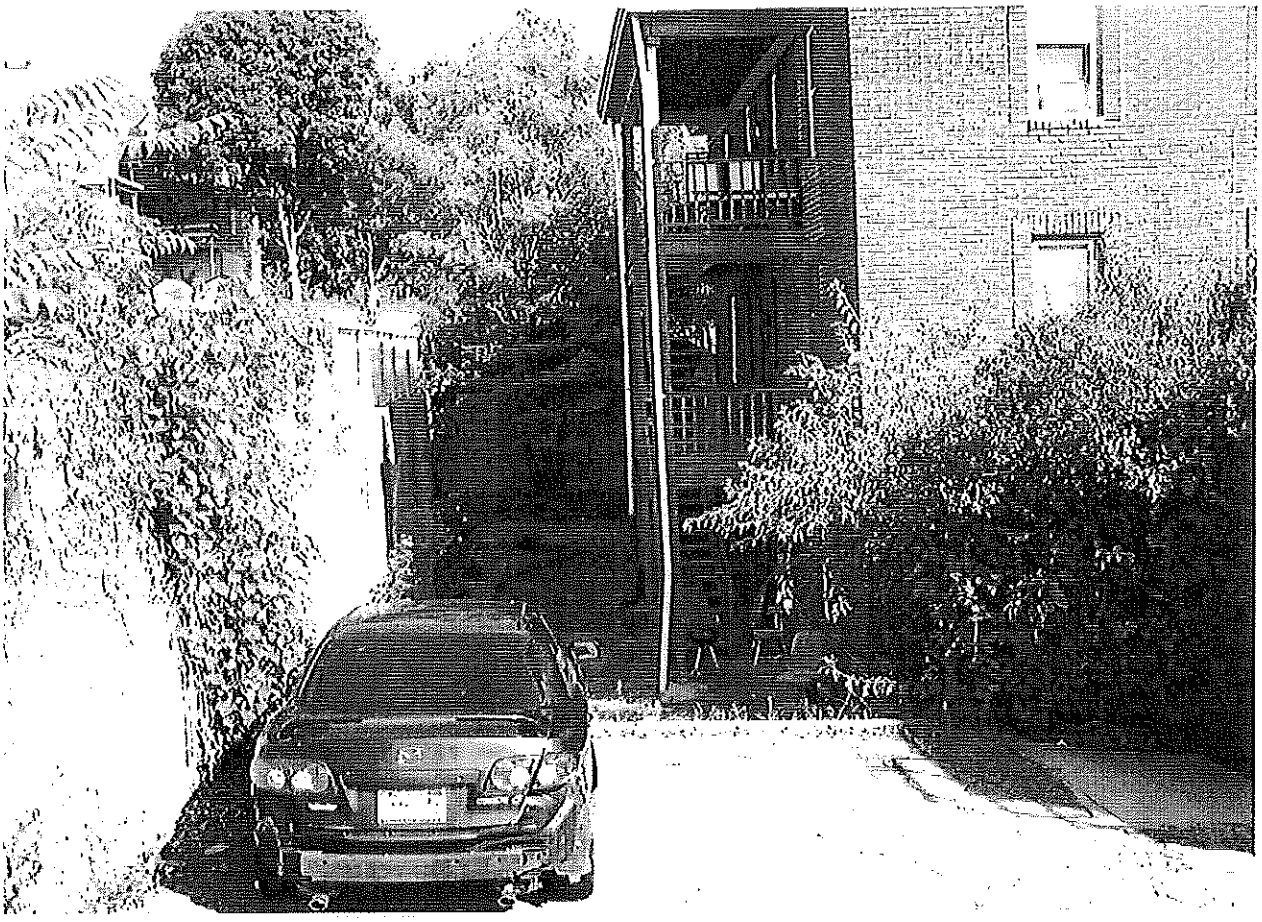
There are no Handicapped Parking Spaces issued in the 1200 block of Illinois Avenue.

Please see digital pictures that accompany this site inspection.

NOTE: In the digital picture of the rear of the apartment building, the parking pad belongs to 1201 Illinois Avenue and not the applicant's residence at 1205 Illinois Avenue.

James Kolesky

Handicapped Parking
Coordinator



Traffic and Parking Planning Commission

Handicapped Parking Application Review

Applicant (address)	Date of Application	Date of T&PPC Review	T&PPC Recommendation (vote)	Reason	Council Decision	Materials
Michael Farrell (3228 Gaylord Ave)	08.21.2012	09.11.2012	Deny (D: 6, A: 0)	Accessible off-street parking available to applicant in rear of dwelling with one step (12 steps to street parking).		Application Packet (hp_farrell_3228gaylord_20120911)
Patricia Lininger (1405 Tolma Ave)	08.26.2012	09.11.2012	Approve (D: 0, A: 6)	Medical necessity. Off-street parking available, but inaccessible due to poor conditions of alley. Review application after alley is repaired.		Application Packet (hp_lininger_1405tolma_20120826)
Ghassan Bitar (1205 Illinois Ave)	08.20.2012	09.11.2012	Approve (D: 0, A: 6)	Medical necessity. HP policy requirements satisfied.		Application Packet (hp_bitar_1205illinois_2012082012)

MEMORANDUM

Date: **September 12, 2012**

To: **President, Vice-President, Council and Mayor**

From: **Jeff Naftal, Borough Manager**

Subject: **Agreement with Dormont Police Association**

Background:

On July 30, 2012, the Dormont Police Association provided me with their requests as part of contract renewal negotiations. After costing out these proposals, I spoke with Council at an Executive Session about what was being requested, the costs to the Borough, and staff counter-proposals that might be issued. Following that meeting, I spoke again with Association representatives and we reached agreement on the terms of a new contract.

Discussion:

The union requested the following for their new contract:

1. A three (3) year contract beginning on January 1, 2013 and expiring on December 31, 2015.
2. A 2.75% wage increase on January 1, 2013.
3. A 3% wage increase on January 1, 2014.
4. A 3% wage increase on January 1, 2015.
5. An increase in their uniform allowance of $50 beginning on January 1, 2015.
6. Changing them out of their current health insurance to place them with the other Borough employees in the Highmark Health Insurance plan.

The costs for these items are as follows:

1. $24,606.50 in the first year of the contract for the 2.75% wage increase.
2. $27,581.65 in the second year of the contract for the 3% wage increase.
3. $28,409.10 in the third year of the contract for the 3% wage increase.
4. $550 in the third year of the contract for the $50 uniform allowance increase.
5. $9,508.18 saved in each year of the contract by bringing the members back into the Highmark health insurance plan.

Total cost to the Borough for the union proposals over the three years of the contract is $52,622.72. The reason for the large savings on item #5 above is that when the union was allowed to leave Highmark for their own health insurance plan, the Highmark rates went up by 20%. That is because they are the most insurable members of the group in terms of age and health and our rates suffered when they left. The numbers above represent only a 3% savings because the renewal information from Highmark is not available yet. There is a strong likelihood that our actual savings will be even greater.

After discussing these costs with Council, I went back to the union to ask for two things. First is that any employee who uses more than 15 sick days in a calendar year or who is suspended during a calendar year will not receive their longevity the following year. There is no known savings for this but it could run as high as $2,400 for a long-time employee. The second request was that a carryover of their uniform allowance be removed from the contract. This saves the Borough approximately $1,300 per year. The union agreed to both of these requests. With them, the total cost to the Borough for the three years of the contract will be $48,722.72.

The attached contract reflects all of the changes noted above and is ready for Council approval.

Recommendation:

I recommend that Council approve the three year contract with the Dormont Police Association beginning on January 1, 2013 and continuing until December 31, 2015.

JN

Attachment

Cc: Phil Ross, Police Chief

AGREEMENT BETWEEN

THE BOROUGH OF DORMONT

AND

THE DORMONT POLICE ASSOCIATION

JANUARY 1, 2013 – DECEMBER 31, 2015

I. TERM OF AGREEMENT

The term of this Agreement shall be three (3) years, beginning January 1, 2013 through December 31, 2015.

II. COMPENSATION

A. WAGES

Wages for Officers shall be as follows:

FROM JANUARY 1, 2013 THROUGH DECEMBER 31, 2013

Start	65%	$48,611.63 yearly	$23.37 hourly
ACT 120	70%	$52,350.99 yearly	$25.17 hourly
One Year Service	75%	$56,090.34 yearly	$26.97 hourly
Two Years Service	80%	$59,829.70 yearly	$28.76 hourly
Three Years Service	85%	$63,569.05 yearly	$30.56 hourly
Four Years Service	90%	$67,308.41 yearly	$32.36 hourly
Five Years Service	100%	$74,787.12 yearly	$35.96 hourly
Sergeant	110%	$82,265.84 yearly	$39.55 hourly

FROM JANUARY 1, 2014 THROUGH DECEMBER 31, 2014

Start	65%	$50,069.98 yearly	$24.07 hourly
ACT 120	70%	$53,921.52 yearly	$25.92 hourly
One Year Service	75%	$57,773.05 yearly	$27.78 hourly
Two Years Service	80%	$61,624.59 yearly	$29.63 hourly
Three Years Service	85%	$65,476.12 yearly	$31.48 hourly
Four Years Service	90%	$69,327.66 yearly	$33.33 hourly
Five Years Service	100%	$77,030.73 yearly	$37.03 hourly
Sergeant	110%	$84,733.82 yearly	$40.74 hourly

FROM JANUARY 1, 2015 THROUGH DECEMER 31, 2015

Start	65%	$51,572.08 yearly	$24.79 hourly
ACT 120	70%	$55,539.17 yearly	$26.70 hourly
One Year Service	75%	$59,506.24 yearly	$28.61 hourly
Two Years Service	80%	$63,473.33 yearly	$30.52 hourly
Three Years Service	85%	$67,440.40 yearly	$32.42 hourly
Four Years Service	90%	$71,407.49 yearly	$34.33 hourly
Five Years Service	100%	$79,341.65 yearly	$38.15 hourly
Sergeant	110%	$87,275.83 yearly	$41.96 hourly

All salaries are keyed off of an Officer who has completed five (5) years of service. New hires are paid at 65% of that rate, new hires with Act 120 certification receive 70% of that rate; Officers who have completed one (1) year of service with the Borough are paid 75% of that rate; Officers who have completed two (2) years of service with the Borough are paid at 80% of that rate; Officers who have completed three (3) years of service with the Borough shall be paid at 85% of that rate; and Officers who have completed four (4) years of service with the Borough shall be paid at 90% of that rate; A Sergeant's salary is set at 110% of the salary of an Officer who has completed five (5) years of service.

B. LONGEVITY

In addition to wages, employees shall receive, based upon past service, longevity pay, to be paid annually on an employee's employment anniversary date. During an employee's first four (4) years of employment, he/she shall receive longevity pay in accordance with the scale which follows below. The maximum annual longevity benefit shall be capped at Two Thousand Four Hundred Dollars ($2,400.00).

YEARS OF SERVICE	% OF ARTICLE II A BASE COMPENSATION
0	0
1	0
2	0
3	0
4	0
5	0.50%
6	0.75%
7	1.00%
8	1.25%
9	1.50%
10	1.75%
11	2.00%
12	2.25%
13	2.50%
14	2.75%
15	3.00%
16	3.25%
17	3.50%
18	3.75%
*19	4.00%

*For each year of service after 19 an Officer would receive additional longevity of 0.25% with longevity capped at $2,400.00.

C. SHIFT DIFFEFERNTIAL

Shift Differential in the amount of Twenty-five Cents ($.025) per hours shall be paid for hours worked between 3:00 p.m. and 11:00 p.m. Shift differential in the amount of Fifty Cents ($0.50) per hour shall be paid for hours worked between 11:00 p.m. and 7:00 a.m. In the event that the Borough institutes a 7:00 p.m. – 3:00 a.m. shift, all hours worked on that shift by employees scheduled to work that shift shall enjoy a shift differential benefit of Fifty Cents ($0.50) per hour.

D. OVERTIME PAY

Employees shall be paid at the rate of time and one-half time for all hours worked in excess of forty (40) hours in any workweek. Hours worked shall specifically include any vacation or compensatory time utilized during the said forty (40) hour period but shall not include sick time.

E. COMPENSATORY TIME

Each employee may elect to take compensatory time off in lieu of payment for overtime providing that same employee may not accumulate more than eighty (80) hours of compensatory time off at one time. Compensatory time off is to be computed at a rate of time-and-one-half, i.e., for each overtime hour worked, an Officer gets one and one-half hours off. The employee is required to provide at least five (5) days notice to the Chief of Police (or his/her duly appointed designate) prior to scheduling any compensatory time. Court time and training time must be compensated and may not be elected for compensatory time.

F. MISCELLANEOUS COMPENSATION

1. Training Time and Other Scheduled Overtime

a. All hours spent to satisfy Department authorized training, meetings, investigative work or related assignments shall be compensated at one and one-half (1 ½) the Officer's current hourly rate of pay as long as the training, meeting, investigate work or related assignment is scheduled immediately before or after the start of finish of the Officer's scheduled shift.

b. If the training, meeting, investigate work or related assignment is scheduled on an Officer's regular work day but not immediately before or after the Officer's shift, the Officer shall be compensated a minimum of two (2) hours and shall be compensated at the one and one-half (1 ½) hourly rate for any time exceeding the original two (2) hours.

c. Should training, meetings, investigative work or related assignments be scheduled on an Officer's pass day, the Officer shall receive the rate established under the Call-Out provision of this section which requires a minimum of four (4) hours at the Officer's overtime rate. The Officer shall be compensated at the normal one and one-half (1 ½.) overtime hourly rate for any time exceeding the original four (4) hours.

d. All training, meetings, investigative work or related assignments shall be scheduled at least one (1) week in advance whenever possible.

2. Call Outs

a. DEFINED: Any work performed by an Officer in which the Officer is summoned by the Department from an off-duty status to perform work outside of the normally scheduled shift. This includes transports and other duties or assignments except those specifically listed under Article II (F) (1) Training Time and Other Scheduled Overtime. This call out provision shall not include work performed immediately after a scheduled work shift.

b. COMPENSATION: All call outs shall be compensated at a minimum of four (4) hours at the Officer's overtime rate. If a second and subsequent call-out arises during this initial four (4) hour period, then the same Officer will not be entitled to another four (4) hour minimum, but shall be compensated at the normal overtime rate for all hours worked in excess of the original four (4) hour period. Furthermore, it is agreed that the employee is deemed to be working during the entire four (4) hour period and may be required to work the entire period. However, if the employee is released from the detail by the Supervisor, then any subsequent call-out shall be considered a separate event. Call-outs as defined in this section, with the exception of investigative work, shall be offered vial seniority, irrespective of rank.

3. Outside Events

All contracted services authorized by the Borough and the Chief of Police shall be paid at a minimum of four (4) hours at the Officer's overtime rate of pay. Examples of this duty include all School District functions, road contractors and private enterprises wishing to utilize Police Officers for security purposes in the Borough. All opportunities for overtime generated by outside events shall be posted by the Chief of police (so long as time permits) and shall be offered via seniority, irrespective of rank. The Officer shall be compensated at the normal overtime rate for all hours worked in excess of the original four (4) hour period.

4. Miscellaneous Assignments

a. If a contract is made for a call-out assignment and that opportunity is refused and then a second opportunity occurs, the next senior person will be contacted. The first denial will be deemed a denial for all successive opportunities and there will be no repetition of calls to inquire about interest in successive call-out opportunities during that shift.

b. If an employee is called by telephone and an answering machine is contacted, a message will be left on the machine and the next appropriate person will be contacted for the call-out. If the next person is contacted and accepts before the previous employee returns the call after receiving his/her message on the answering machine, the succeeding person is awarded the call-out assignment. If, however, the person calls before the succeeding person accepts, then the first person is awarded the call-out assignment for that shift.

5. Educational Pay

Upon the attainment of any of the following degrees in an educational field of endeavor, compensation shall be paid at the following rates:

Completion of:	Annual Lump Sum Payment:
Bachelor's Degree	$600.00
Master's Degree	$800.00

This payment shall be based on the scheduled amount of the highest level of education attained and shall not be construed to be cumulative.

6. Uniform Allowance

a. The first year an individual becomes a Police Officer, the Borough will provide One Thousand Dollars ($1,000.00) for uniform and equipment provided that the employee will return all uniform and equipment items should the employee leave the employment of the Borough within three (3) years. Every year thereafter, the uniform allowance for Police Officers shall be Seven Hundred Dollars ($700.00). Effective January 1, 2015, the uniform allowance for Police Officers shall be Seven Hundred Fifty Dollars ($750.00).

b. All invoices for uniform purchases must be in the Borough Office on or before December 15 to be credited against the calendar year in which the purchase was made. Invoices received after December 15 shall be charged against the succeeding year's uniform allotment.

c. Each employee's unexpended uniform allotment for a given year shall revert to the Borough if not expended within that year.

d. All uniform allowances shall be made available on the first calendar day of each year except for the initial allowance for a newly hired employee.

7. Reimbursable Expenses

a. Compensation associated with training, conferences, and other work-related expenses shall be reimbursed by the Borough provided that it is:

I. pre-approved by the Chief of Police;

ii. documented by receipts;

iii. a reasonable and necessary expense for meals, board or mileage; and

iv. presented on a Department expense voucher.

b. Mileage will be paid at the official IRS rate per mile for use of a private vehicle. All mileage shall be calculated from the Borough building.

8. Court Time

Employees shall be compensated for appearance during non-working hours at court proceedings as witnesses or otherwise at their overtime rate according to the following scale of minimum hours:

Criminal Court	4 hours	Overtime
Civil Hearings	4 hours	Overtime
Pre-Trial	3 hours	Overtime
District Court	4 hours	Overtime if the hearing is on the Officer's scheduled pass day

District Court	2 hours	Overtime if the hearing is on the Officer's regularly scheduled work day
Statutory Appeals	4 hours	Overtime
Mental Health Hearings	4 hours	Overtime
Juvenile Court	4 hours	Overtime

If the actual time spent in court or at a hearing would exceed the Officer's minimum guaranteed hours, then the Officer shall be compensated at his/her overtime rate for the additional time spent beyond his/her minimum guarantee.

III. BENEFITS

A. VACATIONS

The following vacation schedule shall be adhered to, based upon years of service:

1 through 4 years completed	10 working days
5 through 12 years completed	15 working days
13 through 20 years completed	20 working days
At the beginning of each year of service after 20 years of service completed through 25 years of service completed	1 additional working day up to 25 working days
Over 25 years	27 working days

Employees may "sell back" to the Borough at full rate (i.e. current base pay) five (5) days of vacation time each year. Payment is to be received with the first pay in December. Only one (1) week of vacation may be carried over to future years.

Procedure for the selection of vacations are set forth in ARTICLE IV – WORKING CONDITIONS.

B. HOLIDAYS

There will be eleven (11) paid holidays per year, these holidays being:

1.	New Year's Day	7.	Veterans Day
2.	Good Friday	8.	Thanksgiving Day
3.	Easter Day	9.	Day following Thanksgiving Day
4.	Memorial Day	10.	Christmas Eve
5.	Independence Day	11.	Christmas Day
6.	Labor Day		

It is agreed that because Departmental operations do not allow these days to be taken as time off when they occur, each employee will receive, in addition to the regular pay for each day as it is worked, a lump-sum payment computed at the straight hourly rate of pay for all eleven (11) holidays. This lump sum payment will be included as part of the final pay for the month of October in each calendar year. On Christmas Eve, Thanksgiving Day and Independence Day holidays, a bargaining unit employee will be paid time and one-half (1 ½) in addition to the holiday benefit itself when the bargaining unit employee actually works on the holiday.

C. SICK LEAVE

1. Bargaining unit members shall be entitled to fifteen (15) days of sick leave per year. The annual grant of sick leave shall be made on the first day of each calendar year.

2. Sick leave days which are not utilized shall be accumulated without limitation. At retirement, the Borough will buy back from employees all unused sick leave, up to a maximum of one hundred fifty (150) days at a rate of Fifty Dollars ($50.00) per day.

3. Employees may "sell back" to the borough five (5) days of sick leave each year from the current year's allotment of sick days at full rate (i.e. current base pay rate) to be received with the first pay in December.

4. Any employee who is absent more than three (3) consecutive days because of illness may be required to submit to the Chief of Police a Physicians' certificate verifying that such absence was due to illness and said employee is physically fit to return to duty. In addition, the Borough reserves the right to have any employee who has been off work three (3) or more consecutive days due to an alleged illness examined by a physician of the Borough's own choice. In the event that the Borough exercises its option to have such an employee so examined, said employee shall not be permitted to return to duty until the Borough's physician certifies that he/she is physically fit for duty. Any employee failing to submit the aforesaid Physician's certificate within seven (7) days after returning to duty or who refuses to be examined by the Borough's physician shall not be paid for the days he/she was absent. An employee qualifying for

the aforesaid sick leave benefits shall be paid an amount equal to the regular salary he/she would have been paid had he/she worked for each day the employee was absent due to illness.

5. Each employee shall be advised in writing by February 28 of each year as to his/her total accumulated sick leave.

6. Sick leave may be utilized in increments of four (4) hours when the employee is incapacitated by sickness or non work-related injury, or for medical, dental, optical or chiropractic visits. Sick leave may also be used to attend to either personal or family illnesses, injuries, medical, dental, optical o chiropractic visits. Family is limited to spouse, children, mother, father, mother-in-law and father-in-law.

7. After the first three (3) illnesses within a calendar year in which an employee has used one (1) or more sick days, any successive requirements for use of a sick day shall require that the employee notify the Police Desk of the nature of the problem necessitating the use of the sick day. In addition, a telephone number will be left with the Police Desk so that a contact point is had for the employee. Should the employee be required to leave his/her home or hospital, he/she will notify the Police Desk of the fact. The employee will also grant access to any visiting supervising Officer at any reasonable hour and fully and accurately inform him/her of the nature of the illness of injury.

8. An employee on extended disability as of the first of the calendar year shall not receive the annual grant of sick days until he/she is certified by a physician for return to full duty.

9. In the event that an officer utilizes more than fifteen (15) sick days in a calendar year, without providing a Physician's certificate of illness, the officer shall forfeit his entitlement to collect the annual longevity payment the following year. Any sick days taken during the year for which the officer provides a Physician's certificate of illness shall not count towards the fifteen (15) day benchmark identified in this paragraph. For example, an officer that uses seventeen (17) sick days but provides a Physician's certificate of illness for three (3) of the days shall be deemed to have used fourteen (14) sick days for purposes of the annual sick day/longevity waiver discussed in this paragraph no. 9.

D. BEREAVEMENT LEAVE

In the event of the death of the employee's father, mother, son, daughter, sister, brother, spouse, father-in-law or mother-in-law, said employee shall be entitled to an emergency leave of five (5) working days at regular pay.

E. ON-DUTY DISABILITY PAY

Any employee who is injured in the performance of his/her duties on behalf of the Borough, and by reason thereof is temporarily incapacitated from performing his/her Borough duties, shall be paid by the Borough his/her full rate of salary. During that time, salary for temporary incapacity shall be paid by the Borough. Any worker's compensation received or collected by any such employee for such period shall be turned over to the Borough, and if such payment shall not be made by the employee, the amount so due the Borough shall be deducted from any salary then or thereafter becoming due and owing. An officer who is receiving Heart and Lung Benefits is receiving his full salary, based upon a regular schedule. Therefore, the officer will not be paid overtime for training or court time or for attending a meeting with the Borough during regular business hours. These duties will be part of the officer's regular schedule while on Heart & Lung Benefits.

F. INSURANCE

1. Off-Duty Long Term Disability

a. The Borough shall provide an insurance policy for the employees providing off-duty long term disability benefits whereby an employee who is injured off the job or suffers an extended illness shall receive, after a ninety (90) day waiting period, a benefit equivalent to two-thirds (2/3) of his/her base pay. The Borough shall assume 100% of the cost of that benefit. It is agreed that any policy provided shall contain the provision that any benefit amount due is payable until the death of the employee or age sixty-five (65), whichever occurs first.

b. It is understood and agreed that an employee cannot receive both the sick leave pay from the Borough and the benefit provided by the Borough under the aforesaid disability policy for the same periods of time. During any such overlapping periods, the Borough shall deduct from the employee's pay an amount equal to the benefit which he/she is entitled to receive under the aforesaid insurance policy.

c. It is agreed that an employee cannot use any of his/her accumulated sick time if he/she is injured during the course of secondary, non work-related employment.

2. Health Insurance

a. The Borough shall provide the Highmark PPO Blue Plan with no in-network deductible to all eligible bargaining unit members. The Borough shall pay the cost of the premium. Employees shall be responsible for all of their own co-pays.

The Borough of Dormont may, in order to reduce costs or cost increases, change plans and/or carriers to "substantially comparable" coverage. "Substantially comparable" coverage in this contract does not mean equal or equivalent. The union however, retains the right to grieve the Borough's determination that a plan and/or carrier is "substantially comparable." When the Borough decides to change the plan or carrier, it will provide the union with details of the current plan and the new "substantially comparable" plan. If the union does not agree that the plan or carrier selected by the Borough is "substantially comparable," it will so state, in writing, to the Borough within fourteen (14) calendar days of the plan and/or provider being presented to the union by the Borough, or such longer period as mutually agreed to by the parties in writing, identifying the reasons. In that event, the Borough may not unilaterally implement the proposed new plan and/or carrier provided; however, it may immediately process the dispute before a neutral arbitrator selected pursuant to the arbitration step of the grievance procedure. The decision of the arbitrator on this "substantially comparable" issue shall be issued within forty-five (45) calendar days of the union's written notice contesting that the plan selected by the Borough is "substantially comparable" and shall be final and binding and will determine if the Borough is authorized to implement the new plan or provider.

b. The Borough shall also provide high-option Dental Plan coverage for the employee and their families. The Borough will pay Twenty Dollars ($20.00) per employee per month toward said plan. The Borough will pay one-third (1/3) of the remaining cost and the employee will pay two-thirds (2/3) of said cost.

3. Life Insurance

The Borough agrees to provide the following coverage and to pay all premiums necessary to cover the employees as follows: Life insurance of Fifty Thousand Dollars ($50,000.00) with accidental death and dismemberment of One Hundred Thousand Dollars ($100,000.00).

G. PERSONAL DAYS

Each employee is to be granted two (2) personal days during the calendar year, to be selected at his/her option. Procedures for the scheduling of personal days are set forth in ARTICLE IV – WORKING CONDITIONS.

H. There will be no accrual of any form of paid leave during any type of leave of absence in excess of 30 days. For example, the lump sum payment for holidays in Article III, Paragraph B, will not include the payment for any holidays during the period that the police officer was on a leave of absence in excess of thirty days.

IV. WORKING CONDITIONS

A. SENIORITY

The parties agree to accept the principal of seniority in respect to the picking of predetermined schedules and vacation. After six (6) months of continuous service with the Borough, each employee shall have seniority within their respective job classification (Police Officer or Police Sergeant). Seniority credit is within rank or grade and cannot be transferred between job classifications as it applies to the picking of schedules, vacations or the eligibility of shift work or shift overtime.

Call out rights will be based on total length of continuous Police service with the Borough.

All other aspects of seniority (e.g. longevity, accrued vacation time and accrued sick leave time) shall be by the total length of service regardless of job classification with the Borough.

B. SCHEDULING

It is agreed that all scheduling will be unique to the job classification. A work schedule will be established by the Chief of Police in which the available shifts and corresponding pass days for that shift will be clearly indicated. Each scheduling period will commence and end on the following rotation:

1. First Monday in January until the Sunday before the first Monday in April.
2. First Monday in April until the Sunday before the first Monday in July.
3. First Monday in July until the Sunday before the first Monday in October.
4. First Monday in October until the Sunday before the first Monday in January.

The Chief of Police will determine what shifts to post, including pass days. During each three (3) month scheduling period, pass days will rotate within each shift.

The Chief of Police will post the available schedule one (1) month before the end of each preceding period. Each employee shall be contacted and directed to pick an available shift. All contacts, requests, and picks will be done via seniority within the job classification from most senior officer to least senior Officer. If an employee fails to pick a shift schedule within three (3) working days from the direction of the Chief of Police, that employee will forfeit all seniority rights for schedule selection within the job classification for that scheduling period.

The posted shift schedules will adhere to the following guidelines:

1. All shifts will have two (2) consecutive days off within the work week.

2. The Chief of Police will at all times attempt to schedule sixteen (16) hours off between shifts. The only exception to this guideline will be when denied manpower exceeds the available personnel or when the employee is working an overtime shift.

3. Switching shifts will be permitted between employees within the job classification. Requests for the switching of shifts will be in writing to the Chief of Police at least seventy-two (72) hours in advance of the shift. Switching of entire rotations is prohibited. The responsibility for the coverage of a shift is always the responsibility of the employee who is originally scheduled to work that shift.

It is agreed that Police Officers will report for duty and be able to commence working fifteen (15) minutes before the regular scheduled hour for them to report to work. Police Officers will be granted forty-five (45) minute lunch periods each shift.

C. ASSIGNMENT OF OVERTIME

1. For the purposes of determining the assignment of overtime, three (3) daily work shifts are established with respective hours of each shift:

Shift A:	7:00 AM to 3:00 PM
Shift B:	3:00 PM to 11:00 PM
Shift C:	11:00 PM to 7:00 AM

If a shift other than those enumerated above now exists or is established in the future, assignment will be made to one (1) of the three (3) enumerated shifts based on the time allocation of the majority of hours of the odd shift within the three (3) daily work shifts. For example, a shift established from 8:00 PM to 4:00 AM will be identified as part of Shift C, since five (5) of the hours worked on that shift fall within the 11:00 PM to 7:00 AM time block for Shift C. If an odd shift was to be created so that the hours

worked were split evenly between two established shifts, assignment to a shift will be at the discretion of the Chief of Police.

All overtime assignments shall be offered in accordance within the shift and by seniority as follows:

When additional work must be performed on any shift or when an employee is absent and cannot work his/her regular work shift due to disabilities caused by accident or illness, the necessity to appear in court as a witness, death in the family, or approved leave of absence, and a substitute is needed, the call out procedure will be completed in the following order:

1. Dormont Policemen on a pass day but working the same shift.
2. Dormont Policemen on a pass day but not working the same shift.
3. Dormont Policemen not on a pass day and working other shifts, on a straight seniority basis.
4. Splitting the shift into four (4) hour segments and offering it to officers pursuant to paragraphs 1, 2 and 3 above.

In the event that none of these methods allow the shift to be filled, the Borough shall have the right to hold an officer over from a preceding shift.

2. During vacation periods, it is understood that Police Officers will work their regular pass days when scheduled by the Chief of Police.

3. The Borough reserves the right to schedule overtime for 4 hour periods at any time.

4. If an emergency situation occurs, such as a fire, bad accident or any other such occurrence that poses a threat to the public safety, heath or welfare, it is agreed that any employee may be assigned to abate the situation regardless of whether the work is overtime of not, irrespective of seniority.

5. If an employee is called by telephone and an answering machine is contacted, a message will be left on the machine and the next appropriate person will be contacted for overtime. If the next person is contacted and accepts before the previous employee returns the call after receiving his/her message on the answering machine, the succeeding person is awarded the overtime assignment. If, however, the first person calls before the succeeding person accepts, then the first person is awarded the overtime.

6. If contact is made for an overtime assignment and that opportunity is refused and then a second opportunity occurs, the next senior person will be contacted. The first denial will be deemed a denial for all successive opportunities and there will be no repetition of calls to inquire about interest in successive overtime during that shift.

7. Any posted overtime shall be filled a minimum of 72 hours before the start of the overtime shift. If there are less than 72 hours remaining when an overtime shift becomes available, it shall be filled immediately. The provisions for calling officers in Item 5 of the Assignment of overtime shall be followed when filling the overtime to meet the 72 hour provision. Any officer who is aware of posted overtime may make Supervisors aware in the advance that he/she will take the overtime if the opportunity to work that overtime comes down to him/her. If an officer takes advantage of this opportunity to leave notice of intent to take overtime, it is that officer's responsibility to see if he/she was awarded the overtime to be present on duty if they were.

D. WORK WEEK

The work week shall start at 7:00 AM Monday.

E. SHIFT REQUIREMENTS

The Borough shall have the inherent managerial prerogative to determine the number of officers in the Department, the number of officers assigned to a shift, and whether officers absent from a shift will be replaced. The Borough shall not be required to have any number of officers on a shift, nor shall it be required to have a particular number of officers of any rank on a shift. The minimum staffing requirements set forth in prior collective bargaining agreement has been eliminated.

1. The Chief of Police may work or substitute as the shift supervisor (Sergeant or OIC) for as many as five (5) shifts during any work week.

F. TRAINING

All opportunities to attend schools/training which are deemed appropriate by the Chief of Police will be posted in advance. Any interested officer will have the opportunity to sign up and present his qualifications to be considered for that school/training.

The Chief of Police will make the final decision concerning all training assignments, and the Chief's decision shall not be subject to the Grievance Procedure and Arbitration Provisions of the Agreement. If an Officer does not sign up for training, the Chief may still assign that Officer for training. If there is not sufficient time to post the training opportunity in advance, the Sergeants/OICs on duty will call Officers to find out if they are interested.

G. SPECIAL ASSIGNMENTS

Special Assignments will be defined as those assignments that result in regular, recurring, O.T., that require some specialized training to perform, including, but not limited to: DARE Officers, DANET/Drug Task Force, Crime Scene Technician, etc.

1. All openings for Special Assignments will be posted and any interested officer will have the opportunity to sign up and present his qualifications/desires to be considered for that Special Assignment.

2. The Chief will meet with all non-candidate Sergeants and obtain their input into the selection for Special Assignment.

3. Each Special Assignment will be for a term of three years at which point it will be posted again. The re-posting of a Special Assignment will not preclude an officer currently assigned to the position from applying for another term.

4. The Chief of Police will make all final decisions relating to Special Assignments, and the Chief's decision shall not be subject to the Grievance Procedure and Arbitration Provisions of the Agreement. The Association agrees that seniority is not a factor in determining Special Assignments.

V. PENSION AND RETIREMENT

A. The parties hereto acknowledge that the Borough has provided for a Police Pension Fund under Ordinance No. 1457. All Police Officers shall be covered by said pension fund. It is the intention of the parties that the Police Pension Plan shall be in compliance with Act 600, as amended, and as it may be amended in the future.

B. The final average monthly salary of said pension is to be calculated on the basis of the employees' last thirty-six (36) months of employment.

C. The normal monthly retirement benefit shall be equal to fifty percent (50%) of the employee's final monthly average salary.

D. Employees shall be eligible for normal retirement after twenty-five (25) years of service and attainment of age fifty (50).

E. There shall be a survivor's benefit equal to fifty percent (50%) of the participant's benefit, payable to a surviving spouse for the remainder of the spouse's life. If there is no surviving spouse or if the spouse dies, the participant's children will share the benefit until the age of eighteen (18), or until age 23 if attending college (minimum of seven credits per semester).

F. There shall be a provision for one hundred percent (100%) vesting after twelve (12) years of service, so that an eligible participant would receive a benefit at normal retirement equal to their accrued benefit, which would be defined as fifty percent (50%) of the final monthly average salary

calculated at the date of termination, multiplied by the ratio of completed service to date of termination over service to normal retirement.

G. An Officer who shall incur a total and permanent disability, which is a direct result of, and which occurs in, the line of duty of employment, shall receive a disability retirement benefit in an amount equal to 50% of the Officer's salary at the time the disability was incurred, provided that any Officer who receives a disability retirement shall have his/her disability benefits offset or reduced by the amount of any benefits received for the same injury under the Social Security Act (49 Stat. 620, 42 U.S.C. §301 *et seq.*).

H. An additional service increment benefit shall be added equal to Twenty Dollars ($20.00) per month for each completed year of service in excess of twenty-five (25) with a maximum increment of One Hundred Dollars ($100.00).

I. If the pension plan should need the contributions of the Police Officers to remain actuarially sound, it is agreed that Police Officer contributions, to the legal maximum if necessary, can be required before the Borough would have to make contributions to the police pension plan from its general revenues. It is also agreed that before such contributions are required of the Police that the Borough would allocate all of the Act 205 monies coming into the Borough from the Commonwealth because it has a police department with a police pension plan. Except in those circumstances, the Borough remains free to allocate its Act 205 monies pursuant to the authority and requirements in act 205. The Borough and the Association have agreed that Police Officer contributions to the pension plan shall be seven percent (7%) during calendar years 2006 and 2007.

J. Each employee who shall retire and receive a retirement benefit shall be entitled to receive a cost of living adjustment to the amount of benefit payable to the employee exclusive of any service increment benefit. Such cost of living adjustment shall be determined on an annual basis by applying a multiplier which is the version of the national CPI-U generally held to most accurately measure the "market basket" of goods and services bought and sold and shall not exceed any of the following limits: (1) the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the year in which the participant was last employed as an employee of the employer; (2) the total retirement benefits payable under the plan shall not exceed seventy-five percent (75%) of the employee's final monthly average salary; (3) the total cost of living increase shall not exceed fifteen percent (15%) of the participant's retirement benefit under the plan; and (4) the cost of living adjustment shall not impair the actuarial soundness of the Pension Plan.

K. The parties hereto also agree that the Borough will pay to each employee who retires after the effective date of this Agreement the sum of Three Hundred Fifty Dollars ($350.00) per month toward the purchase of health insurance coverage. An employee shall not be eligible for this payment if, after retirement, he/she obtains outside employment that provides health insurance coverage, or has health insurance through his/her spouse's coverage. An employee must obtain health insurance coverage to be eligible for said payment. Said payments shall continue until the employee is eligible for Medicare.

L. The Killed in Service benefit has been assumed by the Commonwealth of Pennsylvania and the Borough shall no longer provide any benefit for an officer killed-in-service.

M. DEFERRED RETIREMENT OPTION PLAN

Section 1 Definitions

DROP – The Deferred Retirement Option Plan created as an optional form of benefit under the existing Borough of Dormont Police Pension Plan.

DROP Account – A Separate ledger account created to accumulate the DROP pension benefit for a DROP participant.

Member – a full-time Borough of Dormont 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 Borough of Dormont Police Pension Plan adopted pursuant to Act 600.

Section 2 Drop Pension

(A) *Eligibility.* Effective January 1, 2007, members of the Borough of Dormont Police Association 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 52 and the completion of 26 or more years of credited service with the Borough of Dormont.

(B) *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 Borough of Dormont 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 Borough of Dormont, at least 30 days of the date on which the member wishes the DROP election to be effective. The DROP Election Form shall include an irrevocable notice to the Borough of Dormont by the Member, that the Member shall terminate from employment with Borough of Dormont Police Department effective on a specific date three (3) years from the effective date of the DROP election. In addition, all retirement documents required by the Borough of Dormont Police Pension Plan Administrator must be filed and presented to the Borough of Dormont Commissioners for approval of retirement and commencement of the monthly pension benefit. Once the retirement application has been approved by the Commissioners, it shall become irrevocable.

After a member enters the DROP program, contributions to the pension plan by the Participant and the Township will cease, and the amount of the monthly benefits will be frozen except for any applicable cost-of-living adjustment (COLA) increases awarded to all pension recipients.

Members shall be 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.

(C) *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 pension purposes.

(D) *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 Borough of Dormont 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 increases in earnings thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Plan. The pension benefit payable to the Participants shall increase only as a result of Cost-of-Living Adjustments (COLAs), effective on or after the date of the member's participation in the DROP program.

(E) *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 ledger account established by the Plan Administrator to track and accumulate the Participant's monthly pension benefits. This account shall be designated the DROP Account. The DROP Account shall not contain a guaranteed interest rate. The account shall be managed by the Plan Administrator pursuant to the same fiduciary obligations and principles applicable to management of the municipal pension plans. The DROP Account shall be an interest-bearing account, which shall be compounded monthly. All interest earned on

the DROP Account will be for the benefit of the Participant. All interest credited to the DROP Account will be included in the final cash settlement.

(F) *Early Termination.* A Participant may withdraw from the DROP program at any time and effectuate 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 DROP participation has ended.

(G) *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 thirty (30) days following the actual termination of a Participant's employment with Borough of Dormont, the accumulated balance in the DROP Account shall be paid to the Participant in a single lump-sum payment. 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). If the Participant selects the rollover option, he or she must also submit the appropriate paperwork from the IRA custodian within twenty (20) days following termination.

(H) *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 DROP participation.

(I) *Killed-In-Service Survivor Benefit.* The Killed in Service benefit has been assumed by the Commonwealth of Pennsylvania and the Borough shall no longer provide any benefit for an officer killed-in-service.

(J) *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 3 Effective Date
The Effective Date of the DROP program will be January 1, 2007.

Section 4 Severability
The provisions of the DROP 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 Borough of Dormont that this Ordinance has been adopted as if such unconstitutional or illegal provision or provisions had not been included herein.

Section 5 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 new legal requirements set for thin 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.

N. PRETAX PENSION CONTRIBUTIONS

The Borough shall take the necessary steps in order to file any application and obtain any governmental approvals so that police officers will be able to make their pension contributions on a pretax basis effective January 1, 2007. Under current law, this only applies to federal income tax. Internal Revenue Code §414(h)(2). The pre-tax employee pension contributions are contingent upon the Borough obtaining any necessary application and/or obtaining the necessary governmental approvals.

VI. MISCELLANEOUS

A. RESIDENCY REQUIREMENTS

Police Officers need not reside within the territorial limits of the Borough. In the event that Police Officers chooses to reside outside of the Borough, he/she must establish residency within a thirty-five (35) mile radius of the Dormont Borough Municipal Building.

In the event that a Police Officer establishes residency outside of the aforesaid thirty-five (35) mile limitation, such employee shall be subject to disciplinary action, including the right of the Borough to discharge said employee.

B. NO STRIKE CLAUSE

The parties hereto mutually agree that there shall be no strike, work stoppage, slowdown, sit-down or picketing by employees or their representatives nor shall there be any lock-out by the Borough.

C. GRIEVANCE PROCEDURE

1. In the event there is any grievance, dispute or difference between an employee and the Borough with respect to the interpretation or application of any provision of the Agreement, there shall be an earnest effort made to settle or dispose of such matters promptly by negotiations between the appropriate designated representatives of such parties in the manner provided in this Grievance Procedure. For convenience, all such grievance, disputes and differences will be called grievance in the Agreement and its administration.

2. The grievance and arbitration procedures hereinafter set forth shall govern and apply to all grievances between the employees and the Borough involving the interpretation and application of any of the provisions of this Agreement, provided, however, that disputes involving suspensions and dismissals shall be governed by the applicable provisions of the Pennsylvania Borough Code and Civil Service Rules of the Borough. The employee, however, shall have the right to grieve all matters of discipline, provided that once an Officers selects to proceed under the grievance procedure rather that the Civil Service procedure, the selection can not be changed.

3. An employees' Grievance Board is hereby established. The number of board members, their term of office and manner of appointment shall be determined by the employees. In the event a Grievance Board member has a grievance he/she shall not sit as a Grievance Board member in the particular case. Members of the Grievance Board shall not be compensated by the Borough for the time spent in the function. However, if a Grievance Board member loses time from his/her regular shift while attending a meeting with the Borough representative, h/she shall receive his/her regular pay for such shift and will not be required to make up such lost time.

4. A grievance shall be negotiated when necessary to reach a final decision in each of the following steps between the duly designated and appropriate representatives of the parties specified in each step.

5. If no decision is made by a representative at any step in the time and manner herein specified, such failure to render a decision shall be construed as an unsatisfactory decision, and the party entitled to such a decision shall have the right to take an appeal to the next step in the same time and manner as an appeal in the case of unsatisfactory decision.

6. The following are the grievance steps and representative of the parties therein:

Step 1: Any employee who has a grievance shall, within five (5) Days of the occurrence thereof, discuss the same with the Chief of Police.

Step 2: If within five (5) days there is no satisfactory settlement in thereof, the grievance shall be submitted by the aggrieved employee to the Grievance Board. The Grievance Board shall within seven (7) days from the date it receives the grievance submit the same to the Borough Manager.

Step 3: If within seven (7) days of the submission of the grievance to the Borough Manager there is no satisfactory settlement of the grievance, the Union may request a list of seven (7) neutral grievance arbitrators from the Federal Mediation and Conciliation Service or the Pennsylvania Bureau of

Mediation. The parties shall meet within five (5) days after the receipt of such a list. The parties shall choose a neutral arbitrator by alternate striking from the list of seven (7) with the first strike obligation alternating from grievance to grievance beginning with the Employer first.

7. The neutral arbitrator shall be authorized only to interpret and apply the provisions of this Agreement insofar as shall be necessary for ruling upon a grievance, but shall not have authority to alter or amend in any way the provisions of this Agreement. The decision of the arbitrator shall be final and binding on both parties. Such decision and the reasons in support hereof, shall be in writing.

8. Grievance procedures must be initiated and appeals taken in the manner and within the time limits set forth in each of the grievance steps outlined herein in order to be considered. Failure to comply with grievance procedures shall bar further discussion or appeal.

9. The fee and expenses of the neutral arbitrator in the grievance procedure shall be borne equally by both parties.

D. REOPENING PROVISIONS

1. The parties agree that during the term of this contract, it is not to be reopened for pay raises or pay reductions without approval of a majority of the bargaining unit and with the agreement of management.

E. POLICE BILL OF RIGHTS

1. When an anonymous complaint is made against a Police Officer and no corroborative evidence is obtained, the complaint shall be deemed as unfounded and any record of it shall be expunged after one (1) year.

2. When any complaint is filed greater than six (6) months after the alleged event complained of which, if true could not lead to a criminal charge, such complaint shall be classified as unfounded.

3. If an interviewed or interrogated Police Officer writes a statement, has a transcript taken or any mechanical record made, a copy of the statement or record must be provided to the Police Officer at no cost to the Officer.

4. In the event that a criminal charge is brought against a Police Officer, a copy of all written complaints, statements, and any records involved in an investigation of alleged misconduct must also be provided to the Police Officer.

5. If criminal charges can be brought against the Police Officer as a result of a complaint of alleged misconduct, the Police Officer shall have afforded Garrity

protections to any statements he or she is required to make during the course of an employment investigation.

6. At the request of the Police Officer who is being interviewed or interrogated, he/she shall have the right to have a representative from the Police Association present at all times during the interview or interrogation. The interview or interrogation shall be suspended for a reasonable period of time until such representation can be obtained.

7. The Police Officer shall have a right to a hearing before a neutral arbitrator to decide any issues or resolve any disputes relative to his/her employment or benefits as set for the in this Agreement.

F. DRUG AND ALCOHOL POLICY

The Borough reserves the right to negotiate a Drug and Alcohol Testing and Treatment Program Clause within the terms of this collective bargaining agreement.

G. PAST PRACTICE – AS IS CLAUSE

All existing benefits, practices, and working conditions previously enjoyed by the members of the bargaining unit that are not modified by this Agreement shall remain "as is."

H. PART TIME POLICE OFFICERS

The parties agree that during the term of this Agreement should the Borough decide to hire part time Police Officers, their utilization will be negotiated with the Union and their working conditions will be governed by an addendum to this contract.

I. DISCIPLINE

In the event the Chief of Police imposes a disciplinary suspension without pay upon an officer, and the suspension without pay survives the officer's appeals through either civil service or the contractual grievance procedure, the suspended officer shall forfeit his or her entitlement to collect the annual longevity payment for the following year.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

WITNESS: BOROUGH OF DORMONT

_____ _____

BOROUGH MANAGER PRESIDENT OF COUNCIL

WITNESS:

_____ _____

DORMONT POLICE ASSOCIATION

MEMORANDUM

Date: **September 13, 2012**

To: **President, Vice-President, Council and Mayor**

From: **Jeff Naftal, Borough Manager**

Subject: **Purchase of Shirts for Recreation Board**

Background:

Because of the number of events that the Recreation Board actually participates in, they felt this year that it would be good if they had some identifying shirts to wear so that the public would know they are more than just someone on the street. The shirts were ordered and the total cost including embroidery was $230.56. The Board intended to pay for their shirts on individually.

Discussion:

Councilwoman Costanzo and I attended the Recreation Board's August meeting and when the discussion of the cost of the shirts came up, Councilwoman Costanzo asked about the possibility of the Borough paying for the shirts instead of the individual Board members. I told her that this was the usual practice in the places I had worked and that with the cost being so low, there were definitely funds available to pay for the shirts.

In my experience, Boards and Committees often get shirts, especially those that manage events. Besides identifying the members as representatives of the Borough, the shirts serve the purpose of providing a little positive recognition for the members and are a means of thanking them for their service. Should Council wish to do that here for the Recreation Board, the $230.56 is available from the Recreation Supplies line item in the Recreation Department budget.

Should Council wish to consider this option for other Boards or Committees, we will budget for the shirts in next year's budget in an appropriate line item. Shirts could then be ordered at the beginning of the year for use throughout the entire year.

Recommendation:

I recommend that Council authorize the Borough to pay $230.56 for shirts for the Recreation Board.

JN

Cc: Recreation Board Members
Kristin Hullihen, Recreation Director