

AGREEMENT

BETWEEN

THE BOROUGH OF DORMONT

AND

**THE DESK OFFICERS/
FIRE APPARATUS OPERATORS**

JANUARY 1, 2014 – DECEMBER 31, 2019

**AGREEMENT BETWEEN
THE BOROUGH OF DORMONT
AND**

THE DESK OFFICERS/FIRE APPARATUS OPERATORS

I. TERM OF AGREEMENT

The term of this Agreement shall be six (6) years from January 1, 2014 through December 31, 2019.

II. COMPENSATION

A. WAGES

Wages for Officers shall be as follows:

**FROM JANUARY 1, 2014 THROUGH DECEMBER 31, 2014
HIRED BEFORE JANUARY 1, 2003**

Step 5:	100%	\$57,498.33 yearly	\$27.64 hourly
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**FROM JANUARY 1, 2014 THROUGH DECEMBER 31, 2014
HIRED AFTER JANUARY 1, 2003**

Step 1:	60%	\$31,046.25 yearly	\$14.93 hourly
Step 2:	70%	\$36,220.63 yearly	\$17.41 hourly
Step 3:	80%	\$41,395.00 yearly	\$19.90 hourly
Step 4:	90%	\$46,569.37 yearly	\$22.39 hourly
Step 5:	100%	\$51,743.74 yearly	\$24.88 hourly

**FROM JANUARY 1, 2015 THROUGH DECEMBER 31, 2015
HIRED BEFORE JANUARY 1, 2003**

Step 5: 100% \$59,223.28 yearly \$28.47 hourly

**FROM JANUARY 1, 2015 THROUGH DECEMBER 31, 2015
HIRED AFTER JANUARY 1, 2003**

Step 1: 60% \$31,977.63 yearly \$15.37 hourly
Step 2: 70% \$37,307.24 yearly \$17.94 hourly
Step 3: 80% \$42,636.85 yearly \$20.50 hourly
Step 4: 90% \$47,966.45 yearly \$23.06 hourly
Step 5: 100% \$53,296.06 yearly \$25.62 hourly

**FROM JANUARY 1, 2016 THROUGH DECEMBER 31, 2016
HIRED BEFORE JANUARY 1, 2003**

Step 5: 100% \$60,999.98 yearly \$29.33 hourly

**FROM JANUARY 1, 2016 THROUGH DECEMBER 31, 2016
HIRED AFTER JANUARY 1, 2003**

Step 1: 60% \$32,936.96 yearly \$15.83 hourly
Step 2: 70% \$38,426.46 yearly \$18.48 hourly
Step 3: 80% \$43,915.96 yearly \$21.12 hourly
Step 4: 90% \$49,130.43 yearly \$23.75 hourly
Step 5: 100% \$54,894.94 yearly \$26.39 hourly

**FROM JANUARY 1, 2017 THROUGH DECEMBER 31, 2017
HIRED BEFORE JANUARY 1, 2003**

Step 5: 100% \$62,829.98 yearly \$30.21 hourly

**FROM JANUARY 1, 2017 THROUGH DECEMBER 31, 2017
HIRED AFTER JANUARY 1, 2003**

Step 1:	60%	\$33,925.07 yearly	\$16.30 hourly
Step 2:	70%	\$39,579.25 yearly	\$19.03 hourly
Step 3:	80%	\$45,233.44 yearly	\$21.75 hourly
Step 4:	90%	\$50,604.34 yearly	\$24.46 hourly
Step 5:	100%	\$56,541.79 yearly	\$27.18 hourly

**FROM JANUARY 1, 2018 THROUGH DECEMBER 31, 2018
HIRED BEFORE JANUARY 1, 2003**

Step 5:	100%	\$64,714.88 yearly	\$31.12 hourly
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**FROM JANUARY 1, 2018 THROUGH DECEMBER 31, 2018
HIRED AFTER JANUARY 1, 2003**

Step 1:	60%	\$34,942.82 yearly	\$16.79 hourly
Step 2:	70%	\$40,766.63 yearly	\$19.60 hourly
Step 3:	80%	\$46,590.44 yearly	\$22.40 hourly
Step 4:	90%	\$52,122.47 yearly	\$25.19 hourly
Step 5:	100%	\$58,238.04 yearly	\$28.00 hourly

**FROM JANUARY 1, 2019 THROUGH DECEMBER 31, 2019
HIRED BEFORE JANUARY 1, 2003**

Step 5:	100%	\$66,656.33 yearly	\$32.05 hourly
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**FROM JANUARY 1, 2019 THROUGH DECEMBER 31, 2019
HIRED AFTER JANUARY 1, 2003**

Step 1:	60%	\$35,991.10 yearly	\$17.29 hourly
Step 2:	70%	\$41,989.63 yearly	\$20.19 hourly
Step 3:	80%	\$47,988.15 yearly	\$23.07 hourly
Step 4:	90%	\$53,686.14 yearly	\$25.95 hourly
Step 5:	100%	\$59,985.18 yearly	\$28.84 hourly

All salaries are keyed off of a Desk Officer/Fire Apparatus Operator who has completed four (4) years of service. New hires are paid at 60% of that rate. Bargaining unit members who have completed one (1) year of service with the Borough are paid 75% of that rate. Bargaining unit members who have completed two (2) years of service with the Borough are paid at 80% of that rate. Bargaining unit members who have completed three (3) years of service with the Borough shall be paid at 90% of that rate. Bargaining unit members who have completed four (4) years of service with the Borough are paid at 100% of that rate.

B. LONGEVITY

In addition to wages, full-time Desk Officers/Fire Apparatus Operators shall receive, based upon past service, the following yearly longevity pay, to be paid annually on employee's employment anniversary date: During an employee's first four years of employment, he/she shall receive no longevity benefit. During the fifth year of a full-time Desk Officers/Fire Apparatus Operator's employment, he/she shall receive Two Hundred (\$200) Dollars as a longevity payment on the anniversary date of the officer's employment. Therefore, the longevity payment shall increase Seventy-Five (\$75) Dollars per year of service to a maximum of One Thousand Seven Hundred (\$1,700) Dollars.

C. HOURS OF WORK AND OVERTIME PAY

Full-time Desk Officers/Fire Apparatus Operators, including new hires, may be required to work one additional 8-hour shift in a 28-day period which will be used to cover the 21st shift each week. (The 21st shift will be scheduled in advance and will be fixed in a rotation with each full-time Desk Officer/Fire Apparatus Operator covering one extra 21st shift every four weeks at the regular hourly rate.) If a scheduled Desk Officer/Fire Apparatus Operator is off on the 21st shift for any reason, the shift may be filled with a part-timer or Desk Officer/Fire Apparatus Operator under the procedure which exists in the current contract. Overtime shall be paid based on the Fair Labor Standards Act exemption for Firefighters (the 7K Schedule) and will be paid for all hours over 53 in a 7-day period. For the purposes of overtime, hours worked shall specifically include any vacation or compensatory time utilized but shall not include sick time.

D. SHIFT DIFFERENTIAL

Full-time Desk Officers/Fire Apparatus Operators shall receive a shift differential of \$.25/hr for the 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. shifts.

E. COMPENSATORY TIME

Full-time Desk Officers/Fire Apparatus Operators may elect to take compensatory time off in lieu of payment for overtime, providing that an employee may not accumulate more than forty (40) hours of compensatory time off. Compensatory time off is to be computed at a rate of time-and-one-half, i.e., for each overtime hour worked, an officers gets one and 1-1/2 hours off. Any overtime accumulated beyond the forty (40) hours shall be paid to the employee at a rate of 1-1/2 times the regular rate. The employee is required to provide at least five (5) days notice to the Chief of Police (or his 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. Education Pay

Upon the attainment of any of the following degrees in an educational field of endeavor, compensation shall be paid to full-time Desk Officers/Fire Apparatus Operators at the following rates:

Completion of:	Annual Lump Sum Payment
Associate's Degree	\$200.00
Bachelor's Degree	\$300.00
Master's Degree	\$400.00

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

2. Fire Calls

Full-time Desk Officers/Fire Apparatus Operators called out to a fire scene, when they are in off-duty status, shall be guaranteed two hours' pay at the rate of time and one-half times their regular hourly straight time base rate of pay. Hours worked on such a call in excess of two hours shall be compensated at the rate of time and one-half times regular hourly straight time base rate of pay.

Employees who are called out for a fire call remain for the entire hour for which they are being compensated until relieved of duty by management.

3. Uniform Allowance

When a new full-time Desk Officer/Fire Apparatus Operator is hired, the Borough will provide initial Turnout Gear and three sets of Desk Uniforms (shirts/trousers) and one pair of boots/shoes, one work belt, one light jacket, one winter jacket, and three work T-shirts (used while doing labor at Fire Garage). The employee will return all uniform and equipment items should the employee leave the employment of the Borough within three (3) years.

The Annual Uniform Allowance shall be as follows:

2014:	2 nd year of employment	\$325.00
	3 rd year of employment	\$425.00
	4 th year of employment	\$575.00
2015:	2 nd year of employment	\$325.00
	3 rd year of employment	\$425.00
	4 th year of employment	\$575.00
2016:	2 nd year of employment	\$400.00
	3 rd year of employment	\$500.00
	4 th year of employment	\$650.00
2017:	2 nd year of employment	\$475.00
	3 rd year of employment	\$575.00
	4 th year of employment	\$725.00
2018:	2 nd year of employment	\$550.00
	3 rd year of employment	\$650.00
	4 th year of employment	\$800.00
2019:	2 nd year of employment	\$625.00
	3 rd year of employment	\$725.00
	4 th year of employment	\$875.00

Uniform Allowance will be granted and made available on the 1st day of the Calendar Year and will be pro-rated during times that an employee is off on Worker's Compensation, sick time, or any other contractually-agreed absence in excess of sixty (60) days per Calendar Year. In addition, the Borough will replace the Turnout Gear "as needed" through application to the Borough Manager. Replacement of the Turnout Gear is excluded from the Uniform Allowance.

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.

Each employee's unexpended uniform allotment for a given year shall revert to the Borough if not expended within that year with the exception that upon approval of the Chief of Police, an employee may carry over up to One Hundred Fifty (\$150) Dollars of the allotment to the following year, PROVIDED THAT the total of the carryover amount for the succeeding year's allocation does not exceed the maximum 4th year rate for the year in question.

4. Reimbursable Expenses

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

1. *is pre-approved by the Borough Manager and a recommendation of the Fire chief;*
2. *documented by receipts;*
3. *a necessary and allowable expense for meals, board or mileage; and*
4. *presented on a department expense voucher.*

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.

G. FIRE TRAINING

Each full-time Desk Officer/Fire Apparatus Operator may attend a minimum of forty (40) hours per year for inside training. Inside training shall include any training with the Mt. Lebanon Fire Department. Any additional inside training beyond the forty (40) hours per year minimum will require approval by the Borough Manager. Upon request, quarterly meetings will occur between the Fire Chief, Desk Officers/Fire Apparatus Operators, and Borough Manager to discuss, in good faith, upcoming outside training. Any outside training, including any training with the Mt. Lebanon Fire Department, must be approved as appropriate and beneficial to the Department and the Community by the Fire Chief and Borough Manager.

The employer may adjust the Apparatus Operator's scheduled work week so that the attendance at the training sessions falls within his/her normal forty (40) hour work week. The employer may substitute a part-time desk officer to work part of the Operator's scheduled forty (40) hour week so the Operator can attend this meeting during a non-scheduled part of the work week.

The Operator shall give the employer two (2) weeks notice of his/her intention to attend a fire training drill so that the employer will have the

opportunity to adjust the schedule to avoid overtime payments to the Operators for fire training.

III. BENEFITS

A. VACATIONS

The following vacation schedule for current full-time Desk Officers/Fire Apparatus Operators 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 25 years completed	20 working days
Over 25 years	27 working days

For full-time Desk Officers/Fire Apparatus Operators hired after January 1, 2003, the following vacation schedule shall apply:

1 through 7 years completed	10 working days
8 through 14 years completed	15 working days
15 years completed and over	20 working days

Procedures for the selection of vacations set forth in Section IV – Working Conditions.

B. HOLIDAYS

There will be eleven (11) paid holidays a year for full-time Desk

Officers/Fire Apparatus Operators, these Holidays being:

- | | |
|--------------------|-------------------------------|
| 1. New Year's Day | 7. Veteran's Day |
| 2. Good Friday | 8. Thanksgiving Day |
| 3. Easter | 9. Day Following Thanksgiving |
| 4. Memorial Day | 10. Christmas Eve |
| 5. Independent 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 full-time Desk Officer/Fire Apparatus Operator 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 and Thanksgiving Day holidays, a full-time Desk Officer/Fire Apparatus Operator will be paid time and one-half in addition to the holiday benefit itself when the bargaining unit employee actually works on the holiday.

C. SICK LEAVE

1. Full-time Desk Officer/Fire Apparatus Operators hired prior to January 1, 2003 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.

Sick leave days which are not utilized shall be accumulated without limitation. At retirement, the Borough will buy back from full-time Desk Officers/Fire Apparatus Operators unused sick leave at a rate of Twenty-Five (\$25) Dollars per day up to a maximum of one hundred fifty (150) days. Employees may "sell back" to the Borough up to five (5) days of sick leave for the current year's allotment of sick days at a full rate (i.e. current base pay) to be received with the first pay in December.

2. Full-time Desk Officers/Fire Apparatus Officers hired after January 1, 2003 shall be granted one (1) sick day every five (5) weeks of employment during the first year of employment until the end of the Calendar Year. Thereafter, on the first day of the new Calendar Year, new Officers shall receive ten (10) sick days. Sick leave days which are not utilized shall be accumulated without limitation. They shall be able to sell back up to five (5) unused sick days per year as defined in Paragraph 1 above. At retirement, the Borough will buy back unused sick leave from new full-time employees at a rate of Twenty-Five (\$25) Dollars per day up to a maximum of ninety (90) days. Effective January 1, 2012, the Borough will buy back from full-time Desk Officers/Fire Apparatus Operators at retirement unused sick leave at the rate of Fifty (\$50) Dollars per day up to a maximum of ninety (90) days.

3. 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 physician's certificate verifying that such absence was due to illness and that 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 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 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.

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

5. 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 or chiropractic visits. Family is limited to spouse, children, mother, father, mother-in-law, and father-in-law.

6. After the first three illnesses within a calendar year in which an employee has used one 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 that 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 or injury.

7. An employee on extended disability as of the first of the Calendar Year shall not receive the annual grant of sick days until he is certified by a physician of the Borough's choice for return to full duty.

D. BEREAVEMENT LEAVE

In the event of the death of a full-time Desk Officer/Fire Apparatus Operator's father, mother, son, daughter, sister, brother, wife, 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 duties on behalf of the Borough and by reason thereof is temporarily incapacitated from performing his Borough duties, shall be paid by the Borough his full rate of salary to the extent required by law. During the 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 so made by the employee, the amount so due the Borough shall be deducted from any salary then or thereafter becoming due and owing.

F. INSURANCE

1. Off-Duty Long Term Disability

a. The Borough shall provide an insurance policy for the full-time Desk Officers/Fire Apparatus Operators 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 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 65, whichever occurs first.

b. It is understood and agreed that a full-time Desk Officer/Fire Apparatus Operator 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 is entitled to receive under the aforesaid insurance policy.

c. It is agreed that an employee cannot use any of his accumulated sick time if he 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 (\$20.00) Dollars per employee per month toward said plan. The Borough will be 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 full-time Desk Officers/Fire Apparatus Operators as follows: Life Insurance \$50,000 with accidental death and dismemberment of \$100,000.

G. PERSONAL DAYS

Each full-time Desk Officer/Fire Apparatus Operator is to be granted two (2) personal days during the calendar year to be selected at his option. Procedures for the scheduling of personal days are set forth in Section IV – Working Conditions.

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, full-time Desk Officers/Fire Apparatus Operators shall be presumed to have seniority within their respective job classification (Desk Officers/Fire Apparatus Operators). Seniority will equal the full-time Desk Officers/Fire Apparatus Operators' total continuous service with the Borough from the date of his/her full-time employment in his/her job classification. The person with the longest length of service shall have the most seniority and shall be give the first selection when seniority rights are applied. The seniority rights shall then be extended to the next most senior person and so on until the seniority rights are exhausted. Seniority credit cannot be transferred between job classifications as it applies to the picking of schedules and vacations. In addition, call-out rights will continue to be based on the total length of service. 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 – Desk Officers/Fire Apparatus Operators. 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 post the available schedule one (1) month before the end of each proceeding period. Each full-time Desk Officer/Fire Apparatus Operator shall be personally contacted and directed to pick an available shift. All contacts, requests and picks will be done via seniority within the job classification – Desk Officer/Fire Apparatus Operator. 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 manpower requirements exceed 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 72 hours in advance of the shift. Switching of entire rotations is prohibited. The responsibility of the employee who is originally scheduled to work that shift.
4. On an annual full-time basis, full-time Desk officers/Fire Apparatus Operators will have the option to rotate pass days within the scheduled shift by majority vote. Should this option be selected by the full-time Desk Officers/Fire Apparatus Operators, the rotation of pass days will remain constant for the entire year and the scheduled selection will only involve the hours of the shift.

C. ASSIGNMENT OF OVERTIME (Note: This Section does not apply to the scheduling of the 21st shift. See Article II,, Paragraph C.)

1. For the purposes of determining this assignment of overtime,

three (3) daily work shifts are established with respective work ours of each shift:

Shift A:	7:00 a.m. to 3:00 p.m.
Shift B:	3:00 p.m. to 11:00 p.m.
Shift C:	11:00 p.m. to 7:00 a.m.

If a shift other than those enumerated above now exists or is

established in the future, assignment will be made to one of the three (3)

enumerated shifts based on the time allocation of the majority hours of the odd

shift within three (3) daily work shifts. For example, a shift established from 8:00 p.m. to 4:00 a.m. will be identified as part of Shift C, since five (5) of the hours worked on that shift fall within the 11:00 p.m. to 7:00 a.m. time block for Shift C. If an odd shift was to be created so that the hours worked were split evenly between two (2) established shifts, assignment of a shift will be at the discretion of the Chief of Police.

All overtime assignments shall be offered in accordance with shift and seniority as follows:

When additional work must be performed on any shift or when an employee is absent and cannot work his regular work shift due to disabilities caused by accident or illness, the necessity to appear in court as a witness, death in the family, approved leave of absence, and a substitute is needed, the employee who regularly works such shift but who is on pass will be given first opportunity to do such work. If such employee is not available, then other employees on pass, regardless of their shift, will be given the opportunity to do such work in accordance with their seniority. If none of such employees is available, other employees working that day shall be offered the opportunity to double out on the open shift in accordance with their seniority.

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

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

4. 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 message on the answering machine, the succeeding person is awarded the overtime assignment; however, if the first person calls before the succeeding person accepts, then the first person is awarded the overtime.

5. 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 opportunities.

D. WORK WEEK

The work week shall start at 7:00 a.m. Monday.

E. SHIFT REQUIREMENTS

There shall be a minimum of one (1) Desk Officer/Fire Apparatus Operator scheduled and working for every shift twenty-four (24) hours a day, seven (7) days a week.

Effective January 1, 2011 minimum staffing requirements shall be eliminated; the Borough shall continue to schedule one (1) full-time Desk Officer/Fire Apparatus Operator for every shift, 24/7, but it will be a matter of managerial prerogative for the Borough to determine whether and how to replace a Desk Officer/First Apparatus Operator absent from a shift.

In the event the Borough decides to utilize full-time Desk Officers/Fire Apparatus Operator to perform Fire Inspector 1 or Fire Inspector 2 functions, the Borough will provide the necessary training and will assume the full expense of such training.

F. PART-TIME DESK OFFICERS/FIRE APPARATUS OPERATORS

1. The Dormont Borough management reserves the right to hire part-time Desk Officers/First Apparatus Operators at rates established by the Borough as long as their utilization does not result in the involuntary reduction in

the forty (40) hour work week of the specific employees employed as full-time employees prior to January 1, 1998. Further, the use of part-time employees shall not result in the layoff or furlough of any current Desk Officer/Fire Apparatus Operator employees.

2. Scheduling

Part-time Desk Officers/Fire Apparatus Operators will be required to sign up for open shifts fourteen (14) days in advance if there are three (3) full-time employees and seven (7) days in advance if there are four (4) full-time employees. If part-time Desk Officers/Fire Apparatus Operators have not signed up within these time limits, full-time Desk Officers/Fire Apparatus Operators may sign up for these shifts as overtime.

3. Vacation Periods

The part-time Desk Officers/Fire Apparatus Operators can work all vacation periods taken by full-time Desk Officer/Fire Apparatus Operator employees. The provisions of this paragraph are subject to the limitations set forth in Subparagraph 5 hereof.

4. Illness

In the event a full-time Desk Officer/Fire Apparatus Operator is absent due to illness for a period of three (3) days or less, full-time Desk

Officers/Fire Apparatus Operators may elect to substitute for the absent Desk Officer/Fire Apparatus Operator. Such election shall be based upon seniority as defined in the Agreement. Should all full-time Desk Officers/Fire Apparatus Operators decline to substitute in the foregoing circumstance, then the part-time Desk Officer/Fire Apparatus Operator shall have the opportunity to substitute for the absent full-time Desk Officer/Fire Apparatus Operator. If a full-time Desk Officer/Fire Apparatus Operator is absent due to illness for a period in excess of three (3) days, the part-time Desk Officer/Fire Apparatus Operator may substitute for the absent employee at the sole discretion management. The provisions of this paragraph are subject to limitations set forth in Subparagraph 5 hereof.

5. Overtime

In the event that a part-time Desk Officer/Fire Apparatus Operator has accumulated a total of forty (40) working hours for the Borough in one (1) week's time, either in his capacity as a part-time Desk Officer/Fire Apparatus Operator or otherwise, then the part-time Desk Officer/Fire Apparatus Operator shall not accumulate any additional working hours in his capacity as a part-time Desk Officer/Fire Apparatus Operator unless and until all full-time Desk Officers/Fire Apparatus Operators have been given the opportunity to work and have refused to work during the periods of time available. Such option by the

full-time Desk Officers/Fire Apparatus Operators shall be based upon seniority as defined in this Agreement. In the event that a part-time Desk Officer/Fire Apparatus Operator works in excess of forty (40) hours per week in his capacity as a part-time Desk Officer/Fire Apparatus Operator, he/she shall be paid at the rate of time and one-half for all excess hours.

6. Assignment

The part-time Desk Officers/Fire Apparatus Operators shall, when directed to do so, work in his/her capacity as a part-time Desk Officer/Fire Apparatus Operator, and such duties shall take preference over any other Borough employee duties.

V. RETIREMENT – UNUSED SICK LEAVE

The Borough shall pay a full-time Desk Officer/Fire Apparatus Operator hired prior to January 1, 2003 at the rate of Twenty-Five (\$25) Dollars per day for all unused sick leave up to one-hundred fifty (150) days maximum that an employee has accumulated during the course of his employment at the time of any employee's retirement. For a full-time Desk Officer/Fire Apparatus Operator hired after January 1, 2003, the maximum number of days is ninety (90).

VI. PENSION

A. The parties hereto acknowledged that the Borough has provided for a Non-Police Employee Pension Fund under Ordinance No. 1458. All full-time Desk Officers/Fire Apparatus Operators shall be covered by said Pension Fund.

B. Said pension is to be calculated on the basis of the last thirty-six (36) months said employee worked or was paid prior to retirement.

C. POST RETIREMENT HEALTH INSURANCE

The Borough will pay each full-time Desk Officer/Fire Apparatus Operator who retires after the effective date of this Contract with a full service retirement or a disability retirement, One Hundred (\$100) Dollars per month toward the purchase of health insurance coverage. This benefit would be paid for a maximum of five (5) years following the date of retirement. This benefit would only be paid if the employee has not obtained healthcare insurance from any other source (i.e. employment, spousal coverage, etc.). Furthermore, the employee must continually show the Borough that they have actually obtained health insurance.

D. PRE-TAX PENSION CONTRIBUTIONS

The Borough shall take the necessary steps in order to file any application and obtain any governmental approvals so that Desk Officers/Fire Apparatus

Operators will be able to make their pension contributions on a pre-tax basis. 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 filing any necessary application and/or obtaining the necessary governmental approvals.

VII. MISCELLANEOUS

A. RESIDENCY REQUIREMENTS

Desk Officers/Fire Apparatus Operators shall reside within two (2) miles of the Dormont Borough Building.

In the event that a Desk Officer/Fire Apparatus Operator establishes residency outside of the aforesaid two (2) 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 this 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 grievances, disputes and differences will be called grievances in this 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 Services Rules and the Borough. The employee, however, shall have the right to grieve all matters of discipline, provided that once an Officer elects to proceed under the grievance procedure rather than the Civil Service procedure, the election cannot 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 shall not sit as a Grievance Board member in that particular case. Members of the Grievance Board shall not be compensated by the Borough for the time spent in this function. However, if a Grievance Board member loses time from his regular shift while attending a meeting with Borough representatives, he shall receive his 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 an unsatisfactory decision.

6. The following are the grievance steps and the representatives 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 Step 1 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 panel 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) work days after the receipt of such a list. The parties shall choose a neutral arbitrator by alternate striking from the list of seven (7) within 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 thereof, shall be in writing.

8. Grievance procedures must be initiated and appeal 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 the grievance procedures shall bar further discussion or appeal.

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

D. SUBCONTRACTING

The Dormont Borough management reserves the right to subcontract for the service of dispatching for emergency police, fire and EMS calls. The Borough may exercise this right unilaterally, without notice, and without further bargaining or interest arbitration. All other duties currently performed by the Desk Officers/Fire Apparatus Operators, excluding the dispatching of police, fire and EMS calls, shall remain the work of the Desk Officers/Fire Apparatus Operators.

E. JOB DESCRIPTION

It shall be the primary responsibility of the Desk Officer/Fire Apparatus Operator to operate the fire apparatus during fire calls according to the standard operating procedures established by management. When not engaged in this activity, the Desk Officers/Fire Apparatus Operators shall answer the telephone, perform record keeping duties, and other police clerical duties as required by the Chief of Police. The Desk Officers/Fire Apparatus Operators shall operate the CLEAN and NCC computer as well as the internal Dormont Police Computer. The Desk Officers/Fire Apparatus Operators shall serve as guards and turn keys

for prisoners being detained by the Police Department. The Desk Officers/Fire Apparatus Operators shall continue to perform all duties that are currently assigned to them. Employees shall be expected to perform such additional duties as shall be assigned to them from time-to-time by the employer.

F. DRUG AND ALCOHOL POLICY

The Borough reserves the right to negotiate a Drug and Alcohol Testing and Treatment Plan Clause within the terms of this Collective Bargaining Agreement.

G. PAST PRACTICE – AS IS CLAUSE

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

H. SPECIAL DUTY ASSIGNMENT

In the event of a prediction of four or more inches of snow by KDKA Channel 2, a Desk Officer/Fire Apparatus Operator will be held over from the previous shift or called in early from the following shift for two (2) hours to assist in installing snow chains on the tires of the fire trucks

I. USE OF VOLUNTEERS

The Borough may use members of the Dormont Volunteer Fire Department to drive/operate fire apparatus under any of the following circumstances:

- a) One (1) full-time Fire Apparatus Operator has been off work due to illness, injury or any other extended leave for a period of thirty (30) days or more; or
- b) Two (2) or more full-time Fire Apparatus Operators are off work due to illness, injury or any other extended leave for a period of seven (7) days or more; or
- c) No full-time Fire Apparatus Operator is available for work; or
- d) No full-time Fire Apparatus Operator is available for work that has not just completed sixteen (16) consecutive hours of work.

In order for any of the above circumstances to be utilized by the Borough to allow a Volunteer Firefighter to drive/operate fire apparatus there must be four (4) full-time Fire Apparatus Operators employed by the Borough at the time unless the Borough is proceeding in good faith to fill a full-time vacancy in a timely fashion through the Civil Service process.

J. REOPENER

Effective July 1, 2014 the Borough and the Bargaining Unit agree to reopen this Agreement for the sole purpose of evaluating the FLSA Overtime schedule put into effect with this Agreement. At that time, the Bargaining Unit will make a determination as to whether they wish to keep the 7K Schedule in place, modify it or change to a forty (40) hour per week overtime schedule. The Borough will cost

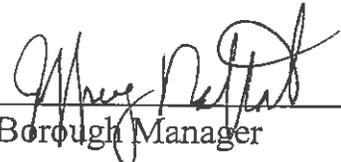
out any change and provide that information to the Council as part of the FY 2015 Budget Process.

Any changes resulting from this reopener shall become effective on January 1, 2015 unless otherwise agreed.

The Board of Arbitration shall retain jurisdiction to resolve any reopener issues.

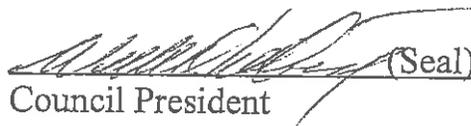
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

ATTEST:



Borough Manager

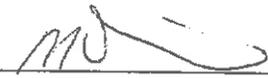
BOROUGH OF DORMONT



Council President (Seal)

ATTEST:

DORMONT DESK OFFICERS/
FIRE APPARATUS OPERATORS



(Seal)