

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOROUGH OF MIDLAND

AND

UNITED STEEL, PAPER, AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKER
INTERNATIONAL UNION AFL-CIO

ON BEHALF OF LOCAL UNION 8183

POLICE DEPARTMENT CONTRACT

January 1, 2024, to
December 31, 2028

AGREEMENT

This agreement is between the Borough of Midland, (hereinafter referred to as "the Borough"), and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service workers International Union, AFL-CIO, (hereinafter referred to as the "Union"), on its own and on behalf of its Local Union 8183.

ARTICLE 1

Purpose and Scope

It is the purpose of this agreement to promote and ensure harmonious relations, cooperation and understanding between the Borough and the Officers covered hereby, and to protect the safety and welfare of said Officers. In order to insure true collective bargaining and to establish proper standards of wages, rate of pay, hours, working conditions and other conditions of employment, the Borough pledges considerate and courteous treatment of the Officers covered by this agreement and said Officers, in turn, pledge their legal and efficient service to the Borough. It will be the continuing policy of the Borough and the Union that the provisions of this agreement shall be applied to all Officers without regard to race, color, religious creed, national origin, or sex. The representatives of the Union and the Borough in all steps of the grievance procedure and in all dealings between the parties shall comply with this provision.

ARTICLE 2

Recognition

The Borough recognizes the Union as the sole and exclusive bargaining agent acting for and on behalf of the Borough Police Chief, Lieutenants, Sergeants and Patrolmen, both full-time and part-time, but excluding all confidential, professional and elected officials, as well as guards and supervisory employees as defined in the Pennsylvania Labor Relations Act, as amended, for the purposes of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment.

ARTICLE 3

DEFINITIONS

1. "Full-time officers." Full-time officers employed by the Borough are normally and regularly scheduled for forty (40) hours per work week.
2. "Part-time officers." Part-time officers employed by the Borough are normally and regularly scheduled for thirty-two (32) hours or fewer per work week. An Officer must work a minimum of eight (8) hours per month in order to remain employed by the Borough.

3. "Officer or Police Officer." A police officer who is employed by the Borough and who is a member of the bargaining unit. Unless otherwise stated, the term police officer includes the Chief of Police for the Borough.
4. "Work Week." Seven (7) consecutive days beginning at 7:00 a.m. Sunday and concluding at 6:59 a.m. the following Sunday.
5. The "Department" The Midland Borough Police Department.
6. The "Borough" The Borough of Midland.

ARTICLE 4

Union Security

1. Each Officer who on the effective date of this Agreement is a member of the Union and each Officer who becomes a member after that date shall, as a condition of employment, maintain membership in the Union.
2. During the term of this Agreement, the Borough will calculate and deduct from the pay of Union members who have, in writing, lawfully authorized such deductions, Union membership dues, initiation fees and Union assessments as authorized by the International Union. In the event an Officer's monthly dues are not deducted as authorized in any month because of no pay being due, such dues shall be deducted from the next succeeding wages due the Officer, but in no event will more than one (1) month's dues be deducted from anyone (1) week's pay except in the case of terminal pay. All such deductions shall be promptly remitted to: USWA International Secretary Treasurer, Five Gateway Center, Pittsburgh, PA 15222.
3. At the time of employment, the Borough shall give each new Officer a membership application and check-off authorization card, in the form as currently used by the Union. The Borough shall retain a copy of the Checkoff authorization card. The membership application card shall be forwarded promptly to the Financial Secretary of the Local Union.
4. If any legal action is brought against the Borough as a result of any actions it is requested to perform by the Union pursuant to this Article, the Union agrees to provide for the defense of the Borough at the Union's expense. The Borough agrees to give the Union immediate notice of any such legal action brought against it and agrees to cooperate fully with the Union in the defense of the case. The Union agrees in any action so defended, to indemnify and hold the Borough harmless for any monetary damages the Borough might be liable for as a consequence of its compliance with this Article.

ARTICLE 5

Management Rights

A. General Management Rights

The Borough reserves all management rights which by law may not be bargainable, and shall have and retain, solely and exclusively, all managerial responsibilities which shall include, but not be limited to, items of policy, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel, the right to establish the standards of services; the right to hire, assign, transfer and promote Officers, subject only to such restrictions governing the exercise of these rights as are expressly provided in this Agreement. Unless there is a specific express provision in this Agreement which restricts the Borough's exercise of its management or other rights conferred by law or specifically directs or mandates the manner in which those rights are exercised, no general provision in this Agreement shall operate to limit, restrict, or govern the Borough's exercise of its management rights.

B. Specific Management Rights

In addition to the general management rights identified in Section A of this Article, the specific rights of the Borough shall include:

1. The right to determine the number and mix of full-time and part-time Officers needed to carry out the police mission.
2. The right to direct the workforce and to determine policies and procedures.
3. The right through the Mayor or otherwise to establish, adjust, alter or change work schedules, hours, shifts, individual patrol area assignments, and patrol car staffing assignments.
4. The right to establish from time to time, special supplemental shifts scheduled at the discretion of the Borough to supplement but not replace the currently established shifts which are to be manned.
5. The right to require, at Borough expense, an examination by a medical professional.
6. The right to take whatever action may be necessary to carry out the mission of the department in situations of emergency.
7. The right to contract with another entity or municipality to provide police protection services for that municipality with Police Officers employed by the Borough.
8. The right to install a time clock for payroll administration purposes.

C. No Past Practice

The parties hereby agree that this Agreement reflects the complete understanding of the parties and that all negotiable items have been discussed and/or an opportunity was available to raise all such items. This Agreement shall supersede the terms and conditions of all past agreements, practices and conditions previously existing in the Borough unless specifically, not generally, referenced and incorporated into this Agreement.

ARTICLE 6

Responsibility of the Parties

1. Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this agreement.
2. The Union (its officers, members, and representatives, at all levels), are bound to observe the provisions of this agreement.
3. The Borough (its officers and representatives, at all levels), is bound to observe the provisions of this agreement.
4. There shall be no discrimination, restraint, or coercion against any Officer because of membership in the Union.

ARTICLE 7

Elected Officials

1. No elected officials will perform duties that are in full or in part the work of a bargaining unit position.
2. No more than one (1) elected official shall simultaneously act as liaison between the elected officials of the Borough and the bargaining unit Officers.
3. The elected Borough Mayor will act as the employee liaison and will have the responsibility of directing and relating the orders of the Borough unless the Borough changes that liaison by formal action.
4. From time to time and at his or her discretion, the Mayor shall have the absolute right to set schedules, car assignments, individual assignments, etc. Nothing in this provision shall prevent the Mayor from delegating this responsibility to the permanent or interim chief or anyone acting in that capacity while the Chief is not available.

ARTICLE 8

Seniority

SECTION 1: Seniority shall be defined as the length of continuous service an Officer has had with the Borough from their last date of hire. Seniority shall accrue during absence due to layoff, disability due to accident or illness, or other authorized leaves of absence, provided it is not terminated in accordance with Section 2 below.

SECTION 2: An Officer's seniority shall be broken for any of the following reasons:

- A. Voluntary termination of employment, including retirements. A written resignation is deemed accepted when delivered to the Borough's Chief of Police, Mayor, or President of Council. However, any oral resignation may be successfully withdrawn by the Officer making it if he or she does so in writing and within twenty-four (24) hours from the time the Officer makes his or her oral resignation.
- B. Discharge for just cause.
- C. When recalled from layoff, upon his or her failure to return to work within a period of one (1) week after the Officer has received notification to so return. Officer must be given notice in writing by certified mail, return receipt requested mail only.
- D. Layoff in excess of three (3) years due to lack of work.
- E. When an Officer is absent from work for a period in excess of five (5) working days, without reporting the cause of his or her absence to the Borough.
- F. Immediately upon the issuance of a final determination by a state or federal statutory agency that an Officer is permanently and totally disabled from performing the work of an Officer.

SECTION 3: Absence from work in excess of three (3) years due to a compensable disability incurred during the course of employment with the Borough shall not break continuous service, provided such individual is returned to work within thirty (30) days after final payment of statutory compensation for such disability.

SECTION 4: All new Officers shall be considered probationary Officers for a period of twelve (12) months from their most recent date of employment in the position which they currently hold. During an Officer's probationary period, the Officer shall have no seniority rights but shall be entitled to all other fringe benefits after ninety (90) days of employment under this Agreement including pay schedule. A probationary Officer may be summarily dismissed during their probation at the sole discretion of the Borough without being subject to the grievance procedure defined herein. A probationary Officer, upon completion of this probationary period, shall be entitled to seniority credited retroactive to their most recent date of employment.

SECTION 5: When an Officer whose seniority has been broken by any of the above causes is hired again, he shall begin as a new Officer of the Borough.

SECTION 6: Seniority of Officers who are hired on the same day shall be determined by drawing of "lots."

SECTION 7: Layoffs shall be made first from among part-time Officers, in an inverse order of seniority, and then from among full-time Officers, in inverse order of seniority.

SECTION 8: Recall from layoff shall be made first from among full-time Officers, in order of seniority, and then from among part-time Officers, in order of seniority.

SECTION 9: Full-time Officers shall be recalled to part-time positions prior to part-time Officers being recalled to part-time positions.

SECTION 10: Layoffs, recalls after layoffs, vacations and work schedules, shall be in accordance with seniority, providing the full-time or part-time Officer has the ability to perform the work.

SECTION 11: The parties agree that seniority for part-time Officers shall mean that the various Officers shall pick their work schedule up to a maximum of thirty-two (32) hours per week

ARTICLE 9

Scheduling

The total number of hours scheduled for the Department, and the manpower schedule for shifts, and the establishment or changing of supplemental shifts for the Department, shall be as directed by the Borough in its sole discretion.

Nothing in this Agreement is intended to prevent the Chief of Police or Mayor from acting in a prudent manner to fill manpower needs during cases of emergencies.

Officers hereunder shall have the right to trade shifts between themselves or obtain another Officer to fill his or her shift without advance approval of management provided that (a) no such change increases the cost of filling that shift to the Borough, (b) no such change results in the payment of overtime when overtime would not have been paid if the schedule for the altered shift has been worked as scheduled, and (c) the officers involved in such changes comply with such reasonable administrative, notice, and record keeping requirements as the Borough may establish from time to time. Changing or trading shifts that violate this provision shall be cause for discipline.

ARTICLE 10

Rates of Pay

The following are the hourly rates, insurance, deductible, pension vesting, and contributions for each classification of police officer:

SEE APPENDIX "1"

ARTICLE 11

Hours of Work

SECTION 1: The Borough (Mayor and/or his/her designee and/or Chief of Police) reserves the exclusive right to determine work schedules, including whether or not to call out additional Officers, and to determine the number of Officers, if any, to be used during any work shift in accordance with the terms of this Agreement.

SECTION 2: The workday shall be defined herein as twenty-four (24) consecutive hours commencing at 12:01a.m. and concluding at 12:00 midnight the following day. By way of example, Monday would commence at 12:01a.m. on Monday and concludes at 12:00 midnight on Tuesday.

SECTION 3: Scheduled daily hours of work shall be consecutive, including one-half (1/2) hour paid lunch period, which shall be scheduled near the middle of the shift.

SECTION 4: A regular workweek shall consist of five (5) consecutive eight (8) hour days. Workweeks shall begin at 7:00 a.m. Sunday and conclude at 6:59 a.m. the following Sunday. Work schedules shall be posted for a thirty (30) day period and shall be posted five (5) days in advance of the first day of each month.

SECTION 5: Time and one-half (1-1/2) shall be paid for all hours worked, in excess of eight (8) hours during any workday and in excess of forty (40) hours during any regular work week along with any holidays worked. There shall be no voluntary services performed without compensation.

SECTION 6: When the need for non-emergency overtime arises, the Borough shall assign overtime from a list of qualified Officers within the ranks who normally perform such work on the basis of their status on the overtime seniority list. Assignments from said list shall be rotated in descending order of seniority. The objective is to provide a reasonable procedure for affording Officers overtime work opportunities as the need arises. Once an Officer is offered overtime, he shall not be offered another overtime assignment until all Officers on said list have been afforded the opportunity to work overtime. Any Officer on said list who is not available at the time the overtime work arises or declines an offer of overtime work shall be credited for the assignment solely for the purposes of the rotation. An Officer will be considered as having been offered overtime for the purpose of

determining his place on the overtime rotation list only if direct or telephone communication is made with the Officer. The Chief of Police or his or her designee shall be responsible for maintaining said overtime list and shall indicate the Officers eligible for overtime assignments. An Officer may choose to remove their name from the non-emergency overtime call-out rotation by written request to the Chief of Police. In all cases of emergency or mandating of overtime, the department seniority list of all Officers shall be used.

SECTION 7: An Officer who reports for regularly scheduled work, without prior notification of cancellation, will be paid four (4) hours pay at the regular rate of the job for which he/she reports. If an Officer starts on a regularly scheduled shift and works less than four (4) hours before being sent home, he/she will be paid four (4) hours' pay at the regular rate of the job worked on. If an Officer works more than four (4) before being sent home, he/she will be paid eight (8) hours pay at the regular rate of the job worked on. An Officer who reports for call-out, without prior notification of cancellation of the call-out assignment, shall be paid a minimum of four (4) hours pay at the regular rate of the job for which called. The payments provided for shall be at straight time or overtime rates, depending upon which applies in accordance with the above sections.

SECTION 8: When an Officer is not on duty and is needed to testify in a work-related case, he/she shall receive a minimum of two (2) hours pay, for time he/she is to testify at a magistrate's office hearing, and a minimum of four (4) hours pay, for time he/she is to testify at any other court hearing. In the event the time any officer is required to be present at court exceeds the minimum time specified above, said officer shall be paid for the amount of time actually worked. Court time shall be counted the same as regular time for the purpose of determining overtime entitlement. If court appearances or magistrate hearings are required while on duty, the officer will be paid for his/her actual time spent as part of his/her regularly scheduled work. Any officer using his/her own vehicle to attend a hearing or court appearance shall be compensated at the Borough's current mileage rate as determined by the Borough on a quarterly basis.

SECTION 9: An Officer who is called for jury duty or subpoenaed to testify shall be excused from work on days on which he/she serves (which includes required reporting for jury duty when summoned, whether or not he/she is selected as a juror), and he/she shall receive for each day of jury service on which he/she would have worked, (plus pay for any holiday in such period which he/she would not have worked), eight (8) hours pay at his/her average straight time earnings. Because police officers are not likely to be permitted to serve on a jury, each such officer called to such duty will seek to be excused from jury duty by having the mayor or the Borough Secretary/Treasurer write a letter on behalf of the officer seeking to have the officer excused from the call to jury duty. The called officer will countersign such a letter. The Officer shall be required to present proof of jury service or being subpoenaed as a witness. The eight (8) hour straight time pay will be reduced by the amount paid by the court but will not be reduced for any travel expenses that may be received.

SECTION 10: It is understood that the Borough retains sole discretion to determine the number of Officers, if any, to be used on overtime, in accordance with this Agreement.

SECTION 11: When a situation occurs that imposes a threat to the public's health, safety, or welfare, it is agreed that any Officer may be assigned to the abatement of that situation, regardless of

whether the work is overtime or not, without violating this Agreement, but shall receive all compensations according to the terms of this Agreement.

SECTION 12: All Officers shall be required to work overtime in the event of an emergency that necessitates the working of such overtime.

SECTION 13: Hours paid for, but not worked, shall not be counted in determining overtime liability.

SECTION 14: Except for emergencies, the Borough will notify Officers forty-eight (48) hours in advance of any changes in their work schedule.

SECTION 15: An Officer called into work at a time when he is not regularly scheduled, shall be guaranteed a minimum of four (4) hours' pay at the appropriate rate of pay.

SECTION 16: Overtime pay shall be paid no later than the regular payday in the pay period following the period in which the overtime is worked.

SECTION 17: For the purpose of this Agreement, there shall be two types of overtime, scheduled and unscheduled overtime. Scheduled overtime shall be that which is posted on the regular schedule and circulated to the Police Department, which is known in advance and routinely includes overtime caused by holidays, sick leave, parades, personal days, and vacations.

SECTION 18: The workday shall be divided into three (3) eight (8) hour shifts, which shall be as follows: 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m.

ARTICLE 12

Vacations

1. Full-time officers will be allotted vacation time according to the following Schedule:

1 year to 4 years of service	2 weeks	not consecutive.
2 years to 9 years of service	3 weeks	not consecutive.
10 years to 14 years of service	4 weeks	2 weeks may be consecutive.
15 years to 25 years of service	5 weeks	2 weeks may be consecutive.
2. For each year of service, in excess of 25 years, an officer will receive an additional one (1) day of vacation.
3. Vacations shall be scheduled according first to rank and second to seniority. No officer shall take more than (2) successive weeks during the months of June, July, or August.

4. Officers with less than fourteen (14) years of service must post at least one (1) week of vacation thirty (30) days prior to taking vacation.
5. Officers with more than fourteen (14) years of service must post two (2) weeks of vacation thirty (30) days prior to taking the vacation.
6. Officers shall be permitted to utilize allotted vacation time on a one-day-at-a-time basis, provided that notification is given to the Chief of Police, and orderly operation of the Department is not compromised. If a replacement officer is not available to fill the vacancy and it is deemed that coverage is necessary, the officer's request may not be granted. If the officer dies or retires prior to receiving full vacation pay for the year of his/her death or retirement, the balance of the vacation pay shall be paid to the officer or his/her heirs as if the officer had been living. The heirs of any officer who may die after 11:59 P.M. December 31st shall receive his/her full vacation benefits.

ARTICLE 13

Leave of Absence

1. Requests for leave of absence must be submitted in writing to the Chief of Police one (1) month in advance, except for bona fide emergencies. The Borough Council may in its sole discretion grant an unpaid leave of absence, for a period of up to one (1) year only. Beyond that period of time, all seniority is lost, and the officer will be considered for re-hire when an opening exists. An exception being- in the case of leave for an injury or health reasons. Vacation credit will not accrue while on leave of absence if such leave is without pay.
2. Bereavement Leave - In the event of the death in the immediate family of an Officer, that Officer shall be granted a maximum of three (3) scheduled days off with pay; however, they shall be consecutive days with one (1) day being the day of the burial. The immediate family consists of spouse, son, daughter, father, mother, stepfather, stepmother, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, stepchild, stepbrother, and stepsister.

ARTICLE 14

Heart and Lung Benefits

All full-time officers who are unable to work as a result of personal disability caused by an accident or illness sustained during or caused by their police work for the Borough, but who are not permanently disabled, shall be paid at a rate equal to one hundred (100) percent of their earnings. This coverage will also be available to full-time officers who are working for the District Attorney's Drug Task Force or any similar law enforcement entity but only if (1) the officer has prior written and specific permission to serve in such entity, and (2) the entity does not provide similar coverage. For purposes of this provision blanket permission or permissions that do not specify limited time periods will be invalid. Such officers should obtain written permissions, which specify limited time periods and assignments.

ARTICLE 15

Paid Time Off Days

1. All full-time Officers absent from work as a result of personal disability caused by a non-occupational accident or illness will be granted a sick leave allowance in accordance with the following:
 - A. Each full-time officer shall receive (15) days of paid sick leave per year at their regular rate of pay.
 - B. Sick days not used shall accumulate from year to year.
 - C. Upon retirement, officers will be reimbursed in the amount of twenty (\$20.00) dollars for each sick day accumulated.
2. All full-time Officers will be allotted two (2) paid personal days per year.
3. Effective 1/1/2000 the Borough will purchase a Sick & Accident Insurance Policy which will provide each full-time officer with a weekly benefit of seventy (70%) percent of that officer's regular rate of pay, for a period of fifty-two (52) weeks. Sickness benefits will begin on the 8th day after the onset of the illness. Accident benefits will begin on the day after inpatient hospitalization.

ARTICLE 16

Holidays

The following holidays will be observed under this Agreement:

New Year's Day	Memorial Day July 4th	Thanksgiving Day
Martin Luther King Day	Labor Day	Christmas Eve Day
Easter Sunday	Veteran's Day	Christmas Day
Employee's Birthday		New Year's Eve Day
Police Memorial Day		

Full-time Officers entitled to receive pay from the Borough for the pay period in which a holiday falls shall be entitled to receive holiday pay. Officers on vacation during a holiday shall be entitled to one (1) additional day of vacation or, at the option of the Officer, shall receive one (1) additional day's pay.

Work on holidays will first be offered to part-time employees, if not filled by a part-time employee, it will be offered to a full-time employee. When a part-time employee works on a holiday, he/she will be paid at time and one-half his/her hourly rate. When a full-time employee works on a holiday, he/she will be paid at double times his/her hourly rate and shall also receive an additional day of vacation. The opportunity to work on holidays shall be offered based upon seniority.

ARTICLE 17

Benefits

HOSPITALIZATION AND HEALTH CARE: Benefits will be provided as required to cover full-time officers and their eligible dependents. For the purpose of this agreement, a full-time officer shall be an officer who regularly works forty (40) hours per week.

Effective January 1, 2024: See Appendix "1."

The Borough will pay for Hepatitis shots for all officers not covered by insurance.

Any full-time officer who is laid-off shall have his/her full Hospitalization and Health Care benefits coverage fully paid for by the Borough for a period of three (3) months after the layoff.

\$5,000.00 per year will be offered to full-time officers and retirees who opt out of the insurance coverage and utilize their spouse's coverage. These officers will be permitted to return to their former coverage should their spouse lose coverage.

The Borough shall provide each officer; retired at 1/1/1977, with one hundred (100) percent paid coverage in effect at the time of retirement. In addition, it shall provide dependency coverage where the dependents of the officer qualify under such a program.

All medical benefits, identical to current benefits, or their equivalents, in effect at the time of retirement, for service or disability, are to continue until the officer is eligible for Medicare benefits, or a credit is to be given if the officer is employed during retirement, any employment-based benefits (Hospital and Medical Insurance) actually received by said officer.

The below listed Officers shall be grandfathered under the language of the preceding paragraphs:

Morris Vaughn
Kim Kaiser
Ron Miller

The intent of this provision is to not change the retiree medical benefits to the above listed retirees provided to them under the preceding paragraphs. See Appendix "A."

The following will be grandfathered in to have paid healthcare for ten (10) years from retirement or until Medicare eligible, whichever occurs first:

Joseph D'Itri	Mitchell Himes
Keith McCarthy	Marcus Little
Robert Adams	

All full-time Officers shall be provided with a summary of benefits within 14 days of the hiring date.

Midland Borough shall create a health savings account (HSA) for the Midland Borough Police Officers with no contributions from Midland Borough.

The Borough reserves the right to explore other providers of health insurance but agrees to continue equal or better benefits currently provided.

The Borough shall provide life insurance to full-time officers for deaths that are not work related in the amount of \$30,000.00 with A.D. and D. benefits effective 1/1/2002. The Borough shall offer \$15,000.00 of life insurance to part-time officers who agree in writing to pay for the same with payroll deductions. When such a part-time officer accumulates 384 hours (regular or overtime) in any calendar year, the Borough shall reimburse the said part-time officers for all premiums paid for such coverage in that calendar year. Copies of the insurance policies shall be provided to all covered officers.

ARTICLE 18

Longevity Pay

The longevity plan will begin with the completion of full-time officer's fifth (5th) consecutive year of employment with the Borough as a full-time officer, beginning with fifty (\$50.00) dollars per each year of service until the completion of the tenth (10th) year. Completion of the tenth (10th) consecutive year of service longevity shall be computed at the rate of one hundred (\$100.00) dollars per year of service thereafter. The following schedule shall be utilized in computing longevity pay;

5th year \$50.00	10th year \$300.00	15th year \$800.00
6th year \$100.00	11 th year \$400.00	16th year \$900.00
7th year \$150.00	12th year \$500.00	17th year \$1,000.00
8 th year \$200.00	13 th year \$600.00	18th year \$1,100.00
9 th year \$250.00	14th year \$700.00	19th year \$1,200.00
		20th year \$1,300.00
		Capped.

ARTICLE 19

Military Leave

An Officer with one (1) or more years of continuous service who is required to attend an encampment of the Reserve of the Armed Services or the National Guard shall be paid, for a period not to exceed two (2) weeks in any calendar year, the difference between the amount paid by the Government (not including travel, subsistence and quarters allowance) and the amount calculated by the Borough in accordance with the following formula: Such pay shall be based on the number of days such Officer would have worked had he/she not been attending such encampment during such two (2) week period (plus any holiday in such two (2) weeks which he/she would have worked) and the pay for each such day shall be eight (8) times his/her average straight time hourly rate of earning (excluding shifts differentials and Sunday and overtime premiums) during the last payroll period worked prior to the encampment. If the period of such encampment exceeds two (2) weeks in any calendar year, the period on which such pay shall be based shall be the first two (2) weeks he/she would have worked during such period.

An Officer who, at the time of leaving active employment to enter military service of the United States has qualified for vacation in the year of such entrance and who has not received a vacation allowance shall then be granted such allowance.

The Borough shall accord to each Officer who applies for re-employment after the conclusion of his/her military service, such re-employment rights as he/she shall be entitled to under the existing statutes.

An Officer who, after having been honorably discharged from the military service of the United States, is reinstated pursuant to this section shall be entitled to a vacation with pay, or in lieu thereof, to vacation allowance in and for the calendar year in which he/she was reinstated without regard to any requirements other than an adequate record of continuous service.

ARTICLE 20

Contracting Out/Regional Police Department

Work that is traditionally performed by the bargaining unit will continue to be performed by the bargaining unit, unless and until the Borough establishes that - it is more economically feasible for the Borough to have said work performed by an outside contractor. Before any work is contracted to outside agencies or contractors, the Borough will first inform the International Union and will supply all financial information pertaining to the issue to the International Union. A meeting will be held to discuss available options between the International Union and the Borough of Midland. The Union retains the right to grieve any decision on contracting out and the arbitrator will rule on the feasibility.

In the event the Borough eliminates its Police Department and becomes a member of a Regional Police Department; the Regional Police Department will hire the Borough's full- time Officers.

In the event a newly formed Regional Police Department disbands, and the Borough reestablishes its Police Department, former Officers who worked for the Borough will have the opportunity to return to employment with the Borough Based upon seniority, presuming that such Officers possess the minimum qualifications necessary for the positions that become available.

Nothing in this provision shall prevent or restrict the right of the Borough to contract to provide protection services to another municipal entity.

ARTICLE 21

Merger-Zipper Clause

The parties hereto acknowledge that this Agreement reflects the complete understanding of the parties and that all negotiable items have been discussed and or an opportunity was available to raise all such items during the negotiations which resulted in this Agreement. Each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that all the understandings and Agreements arrived at by the parties after the exercise of that opportunity are set forth in this Agreement. This Agreement, therefore, constitutes the entire Agreement between the parties and there are not such other agreements, practices, past practices, or promises embodied in the Agreement or binding upon the parties. This Agreement shall supersede the terms and conditions of all past Agreements, practices, and conditions previously existing in the Borough of Midland unless specifically, not generally, referenced and incorporated into this Agreement. Therefore, the Borough and the Bargaining Unit, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to, or covered by this agreement or with respect to any subject matter not specifically referred to or covered in this Agreement even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 22

Miscellaneous Provisions

1. **UNIFORMS AND EQUIPMENT:** New hires will be given a \$500.00 clothing allowance upon employment. Full-time employees will have a uniform and equipment allowance of \$900.00 per year. Each part-time officer, who works 384 or more actual hours per year, will receive a uniform and equipment allowance of \$500.00 per year. All items to be purchased will require pre-approval by the Chief of Police. Upon submission of a receipt for the pre-approved item or items, the Officer shall receive reimbursement from the Borough. New officers will purchase their uniforms at their own expense. Upon successful completion of the new officer's probation, the Borough will reimburse the new Officer up to the maximum allowance. To be entitled to the annual clothing and equipment allowance, an Officer must work no less than one thousand (1,000) hours during the previous year. If an Officer separates from employment within ninety (90) days of receipt of any uniform or equipment allowance payment, he or she shall reimburse the allowance payment to the

Borough. If an Officer purchases any equipment (handcuffs, batons, mace, utility belts, etc.) with the uniform and equipment allowance and subsequently ceases to be employed by the Borough within one (1) year of the purchase of the equipment, such equipment shall remain the property of the Borough. When an Officer leaves the Department, he/she shall return all such equipment to the Borough. Uniform pants, hats, shirts, coats, gloves, shoes and boots shall not be returned but may be retained by the Officer. No such Officer shall wear such clothing with Midland Police Department Patches or other Midland insignia after leaving or being separated from the Department.

2. **WEAPONS:** The Borough will provide each of its regular part-time police officers a duty weapon (pistol). This weapon will be selected by the Chief of Police and will remain the property of the Borough. Said weapon will be the only weapon (pistol) carried by Midland's part-time police officers while they are on duty. If a part-time police officer leaves the Department, either voluntarily or involuntarily, said weapon would be surrendered to the Chief of Police or the Mayor.

The Borough will provide each of its regular full-time police officers a duty weapon (pistol). This weapon will be selected by the Chief of Police and, except as otherwise expressly set forth herein, will remain the property of the Borough. Said weapon will be the only weapon (pistol) carried by Midland's full-time police officers while they are on duty. If a full-time police officer leaves the Department, either voluntarily or involuntarily, said weapon would be surrendered to the Chief of Police or the mayor unless the full-time police officer is "retiring" pursuant to the Midland Police Department Pension Plan. In such cases of retirement, the Borough will present the retiring officer with his/her service weapon (pistol) and will assist the officer in having ownership legally transferred. In cases where a regular full-time police officer who has completed 12 full years of service with the Department and is in his/her 13th year, leaves the Department on a permanent medical disability retirement, the Borough will present the retiring officer with his/her weapon (pistol) and will assist the officer in having ownership legally transferred.

No Officer will use this duty weapon (pistol) while working for any entity other than Midland Borough. This provision will not prohibit any such Officer from using this weapon while assisting another police department pursuant to a mutual aid or assistance program. This provision will not prohibit any such Officer from using his weapon to protect himself, his family or any other from physical harm in accordance with the applicable law of Pennsylvania. This provision will not prohibit any such Officer from using this duty weapon to lawfully respond to any criminal activity while off duty.

The Borough will provide a professional gun cleaning system and supplies in the Department Officer. It will be the responsibility of each officer to ensure that his/her weapons are kept clean and in operable condition. The Borough, as needed, will provide repairs. Inspections of Department owned weapons would be conducted from time to time by Chief of Police or his designate. Officers abusing said weapons or not keeping them in an operable and properly maintained condition will be subject to disciplinary action.

Nothing in this provision shall prohibit an Officer from carrying such other defensive or offensive weaponry (batons, mace, Tasers, etc.) as are approved for use by the Borough.

3. **BODY ARMOR**: The Borough will provide each full-time officer with soft body armor of the type to be selected by the Borough. The officer will have the option of selecting the carrier in which the armor will be used. The Borough will also provide four units of soft body armor for use by part-time officers. Once the armor has been provided to the officer, it will be mandatory that his armor be worn at all times while on duty. Unless the body armor is paid for from the officer's clothing allowance, it shall remain the property of the Borough.

4. **EDUCATION**: All Federal, State or Borough mandated training shall be reimbursed to the Officer for the cost of training, mileage at the current Borough rate as determined by the Borough and Mayor and regular hourly rate for hours actually spent in class. If an Officer is employed by another municipality and wishes the Borough to share the cost with another municipality, the Borough will pay the Officer a pro rata amount up to fifty (50%) percent based on Midland Borough's hourly rate.

The intent of this section is to ensure that the Officer is fairly compensated for his/her time. It is not intended to allow an Officer to collect from both departments. Before being paid under the above section, an Officer must procure proof of payment or nonpayment from the other municipality.

The sum of \$300.00 per year will be allotted for each regular full-time Officer for continuing education. Each Officer may request permission to attend whatever school he/she may desire. The mere request does not guarantee the Officer that such a request will be approved. The school must be one that will be of definite value to the department and is in keeping with the training needs of the department. Ultimately, the Borough will have the sole discretion to make the decision as to approvals of requests-;

5. **AMMUNITION**: The Borough will provide at least five hundred (500) rounds per year, per Officer, of reloaded ammunition for practice. This ammunition shall be for the weapon provided by the Borough. The Officer must return all used brass to receive a re-allocation.

6. **CODES**: The Borough will provide the Department with a set of codes consisting of the Pennsylvania Vehicle Code and the Pennsylvania Crimes Code.

7. **SHOOTING RANGE**: The Borough will provide a membership for officers to use a local Rifle and Pistol Club.

8. **PROTECTION FROM LAWSUITS**: The Borough will provide an insurance policy to protect the Officers from lawsuits arising from their official duties.

9. **RELIEF**: The current practice of relief Officers providing ½ hour early relief to the on-duty Officer shall continue.

10. **OVERTIME**: Overtime shall be offered on a rotating basis to all bargaining unit Officers other than the Chief, in turn, except in such rare individual instances where this practice would interfere with the efficient operation of the Department. If the Chief of Police is required to work overtime due to staffing limitations, the Chief shall be entitled to overtime compensation for hours worked. The goal of this provision is to spread overtime more equally among the bargaining unit Officers than has occurred in the past. Full-time officers shall continue to work up to 80 hours in a two-week period. Officers working an experimental flexible schedule will be eligible for daily overtime payment only have completing their scheduled experimental flexible shift.

11. When conditions allow, Officers are permitted to take a lunch, or a "mid-shift" meal break of up to ½ hour. This break is to be taken within the Borough. Officers may take this break with other Officers. Such a break may not interfere with (a) prompt responses to calls that require prompt responses or (b) the efficient and orderly operation of the Department.

12. Police badges carried or worn by Midland Police Officers, full-time or part-time shall remain the property of the Borough. If a Midland Police Officer leaves the Department, either voluntarily or involuntarily, said Police Badge would be surrendered to the Chief of Police or the mayor unless the Police Officer is "retiring" pursuant to the Midland Police Department Pension Plan: In such cases of retirement, the Borough will present the retiring officer with his/her Police Badge engraved with the word "Retired" and encased in tasteful and attractive Lucite.

13. Full-Time and part-time Officers shall be permitted to work for other police departments provided that such work does not interfere with the efficiency of the Midland Police Department and the Midland-related duties of such part-time Officers. Such Officers shall be required to work beyond the end of their shift when their duties require working over.

14. The Borough may contract with other entities to provide police and security related services. It is expressly understood by both parties that such "detail work" is not mandatory and any hours worked in performing such detail work shall not be considered for the purposes of calculating overtime or for determining an Officers right to any other benefits, including, but not limited to pension calculations, pursuant to this Agreement. It is expressly understood that such detailed work does not constitute overtime, and the Chief of Police may perform such detail work and be compensated for the performance of same in excess of the Chief of Police's base salary.

ARTICLE 23

Arbitration/Grievance Procedure

SECTION 1: A grievance is a dispute concerning the interpretation between Borough and the Union or an Officer represented by the Union, and shall be settled in the following manner:

A. **STEP ONE. POLICE COMMITTEE** - Within five (5) business days of the date a grievance arises, the Officer shall submit their grievance in writing to the Police Committee. If the grievance is not resolved to the mutual satisfaction of the parties, then the grievance may be appealed by the Union and/or the Officer within five (5) business days following receipt of the written response of the Police Committee to the Borough Council.

B. **STEP TWO. BOROUGH COUNCIL** - The Borough Council, within ten (10) business days after receipt of the appeal, shall meet with the aggrieved Officer, his Job Steward, and the Union's Business Agent in an attempt to adjust the grievance. The Borough Council shall give the aggrieved Officer and his Job Steward a written decision within five (5) business days following said meeting. If the Union does not proceed with the grievance to Step Three within the time limits mutually agreed upon, the grievance shall be considered to be satisfactorily resolved.

C. **STEP THREE-ARBITRATION** - If the grievance has not been satisfactorily resolved at Step Two, the Union may appeal to arbitration with ten (10) business days after a decision at Step Two has been rendered. A request for arbitration may be initiated by the Union serving upon the President of Borough Council notice in writing of any intent to proceed to arbitration. The notice shall identify the Agreement provisions in dispute, the issue(s) to be determined, and the Officer or Officers involved. Upon receipt of a notice requesting arbitration, the parties shall attempt to select an arbitrator. If the parties cannot voluntarily agree upon the selection of an arbitrator, they shall notify the State Mediation and Conciliation Service of their desire to have that Service submit to the parties a panel of seven (7) arbitrators. Each party shall alternately strike until one (1) name remains. The Borough shall strike the first name at the initial grievance and thereafter the initial strike shall alternate between the Borough and the Union. The person remaining shall be the arbitrator.

1. The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision on the issue(s) presented and shall confine his decision solely to the application and interpretation of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. The arbitrator shall also be without power or authority to make any decision which restricts and/or interferes with the authority granted to the Borough under the Borough Code, the provisions of Pennsylvania law related to general municipal law, or any other applicable sections of the laws of Pennsylvania.

2. The cost of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its own case. If there are any cancellation fees incurred for a party's request to cancel/reschedule the hearing, any such fees or costs assessed shall be the sole responsibility of the party requesting the continuance.

SECTION 2: The grievance may be withdrawn by the Union or the aggrieved Officer at any time, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any future grievance.

SECTION 3: Time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the Borough and the Union, be binding and any grievance not timely processed thereafter shall not be arbitrable. Failure to communicate a decision at any step of this procedure within the specified time limit shall permit it to be advanced to the next higher step. A "business day" shall be defined as a day in which the Borough's Office is regularly open for business, Monday-Friday, excluding holidays.

SECTION 4: A grievance conference shall be restricted to consideration of the issues stated or reasonably inferred from the statement in the grievance(s); however, it is understood the remedy shall not be limited by the statement or lack of statement in the grievance concerning the same. During the arbitration hearing, the arbitrator shall consider only the grounds stated or reasonably inferred from the statement in the grievance(s); however, it is understood the remedy shall not be limited by the statement or lack of statement in the grievance concerning the same.

SECTION 5: The arbitrator's decision shall be final and binding on all parties.

ARTICLE 24

Just Cause, Discipline, and Discharge

No member of the bargaining unit shall be disciplined, suspended, discharged, reduced in rank or compensation without just cause. Just cause is hereby defined, for matters of discipline, as any Officer conduct which violates any Borough policy, practice, rule, or regulation or is in violation of the Officer's responsibilities or is behavior which is not permitted under this Agreement. Nothing contained in this provision shall limit the Union's right to challenge whether the Borough has satisfied any and all elements of the just cause standard.

The Borough reserves the right to take appropriate disciplinary action when the Officer's conduct, performance, abuse of hours of work or conditions of this Agreement prove harmful to the objectives of the Borough.

The Borough will follow a progressive disciplinary plan for infractions deemed less serious by the Borough. The sequence of progressive discipline shall typically be as follows:

- Step One - Oral reprimand;
- Step Two - written reprimand;
- Step Three - one day suspension without pay;
- Step Four - three-day suspension without pay with intent to discharge;
- Step Five-dismissal.

However, incidents deemed more serious by the Borough may require, in the Borough's sole discretion, that the above sequence of discipline be waived and may result in more severe disciplinary action including, but not limited to, any of the previously mentioned

actions, probation, transfer, demotion and/or discharge. Examples of these more serious incidents include intemperance on the job, stealing Borough property, fighting, and insubordination. These examples are for illustrative purposes only and not meant to be inclusive of all more serious incidents that may warrant more severe discipline. In the event that an Officer is disciplined, and the disciplinary action goes to arbitration, the arbitrator shall have discretion to determine whether the Officer is entitled to recovery of any or all back pay and or benefits in the event the discipline is not sustained.

ARTICLE 25

Drug and Alcohol Policy

The Borough of Midland's Drug and Alcohol Policy is attached hereto as Exhibit "A"

ARTICLE 26

Domestic Violence Policy

The Borough of Midland's Domestic Violence by Police Officers Policy is attached hereto as Exhibit "B."

ARTICLE 27

Implementation/Termination

The contract will terminate at midnight on December 31, 2028.

IN WITNESS WHEREOF, the undersigned have caused this agreement to be duly executed this__ day of _____, 2024 and is retroactive to January 1, 2024.

UNITED STEEL WORKERS

MIDLAND BOROUGH

Exhibit A

Borough of Midland Law Enforcement Policy DRUG AND ALCOHOL POLICY

1. PURPOSE:

Drug and alcohol abuse is a major problem in the workplace and affects government, business and industry, all age groups, economic levels, and geographic areas. The Borough of Midland wishes to establish a workplace for its Police Department, which is free from the effects of illegal drugs and alcohol. In order to assure that these goals are accomplished, the Borough will not tolerate the manufacture, distribution, personal possession, or presence in the body of alcohol or any controlled substance in any amount which may impair the personal safety or job performance of any police officer.

2. PROHIBITION:

No Borough police officer shall be permitted to:

- a. Report to work or remain on-duty while under the influence of alcohol or drugs;
- b. Manufacture, distribute, possess, use or be under the influence of alcohol or drugs while on-duty;
- c. Store or otherwise maintain alcohol or drugs in any amount in his/her vehicle, locker and/or personal area, except stored or otherwise temporarily maintained in conjunction with the performance of his/her duties as a police officer;
- d. Consume alcohol in any amount during the four (4) hour period immediately preceding his/her normal starting time, preceding any call-out for overtime work or while on duty;
- e. Perform work for the Borough if he/she has a breath alcohol reading of 0.02 or higher;
- f. Consume alcohol in any amount for at least eight (8) hours following any on-the-job vehicular accident or until he/she has undergone post-accident drug & alcohol testing, whichever should occur first; and
- g. Refuse to report or refuse to submit to a required drug or alcohol test or otherwise fail to cooperate with the testing procedures.

3. VIOLATIONS:

- a. A police officer is considered to be in violation of this Policy anytime that he or she:

1. Tests "positive" for drugs or tests "positive" for alcohol with breath alcohol reading of 0.02 or higher, regardless of whether or not a supervisor or anyone else has determined that the Officer is impaired or that the Officer's job performance has been adversely affected;

2. Fails to adhere to any requirement(s) set forth in this Policy; or

3. Is involved in an accident, and fails without good cause to:

- a. remain on the scene of the accident; and
- b. make himself/herself available for testing.

b. Any police officer with a drug or an alcohol abuse problem who voluntarily seeks assistance, without violating this Policy or any other policy, rule or practice of the Borough will not be subject to disciplinary action.

4. **PENALTIES FOR VIOLATING THIS POLICY**

Any police officer who violates this Policy will be considered to have created just cause and adequate grounds for his/her immediate termination.

5. **REHABILITATION:**

Any police officer who tests positive for drugs or alcohol will be afforded one (1) opportunity throughout his/her entire term of employment by the Borough to avoid disciplinary action under this Policy, provided that he/she seeks assistance and otherwise complies fully with all of the requirements established for drug and/or alcohol rehabilitation under this policy. In order to avoid a disciplinary action, the following procedures must be followed:

a. **Procedures:**

1. An officer who tests "positive", for the first time during the entire term of his/her employment with the Borough, for alcohol with a breath alcohol concentration greater than 0.039 or for the presence of drugs with a level which exceeds the cutoff level specified elsewhere herein will be:

- a. immediately removed from his/her position;
- b. sent home for the balance of the day; and
- c. directed to a substance (drugs and/or alcohol) abuse professional for examination, evaluation and possible referral to a counseling or treatment program.

2. An officer who tests "positive", for the first time during the entire term of his/her employment with the Borough for alcohol with a breath alcohol concentration of 0.02 or more, but less than 0.04, will be:

- a. immediately removed from his/her position;
- b. sent home for the balance of the day; and

- c. directed to report back to work no sooner than 24 hours after the date and time when the Officer was removed from his/her position; but in any event not later than the first scheduled workday following the next calendar day after the officer was removed from his/her position.

b. **Avoiding Disciplinary Action:**

- 1. Any police officer with a drug or an alcohol abuse problem who voluntarily seeks assistance, without violating this Policy or any other policy, rule or practice of the Borough will not be subject to disciplinary action;
Any police officer who tests positive for drugs or alcohol, for the first time during the entire term of his/her employment with the Borough, may avoid disciplinary action by cooperating fully with the Borough, the substance (drugs and/or alcohol) abuse professional and/or treatment program and the Medical Review Officer. Any such officer shall be required to:
 - a. be examined by the substance (drugs and/or alcohol) abuse professional;
 - b. comply fully with each and every recommendation of the substance (drugs and/or alcohol) abuse professional;
 - c. periodically or as requested submit reports from any person or group as may be designated by the substance (drugs and/or alcohol) abuse professional to assure or confirm compliance with each and every recommendation of the substance (drugs and/or alcohol) abuse professional;
 - d. pass a "return to work" drug and/or alcohol test and agree to "follow-up" testing; sign an agreement which releases any and all medical information relating to drug and/or alcohol use and/or treatment to the Medical Review Officer, ensuring that the police officer can safely and effectively perform his/her duties and job assignment before being permitted by the Borough to return to work;
 - e. acknowledge, in writing, that he/she understands that a second violation of this Policy at any subsequent point in time during the Officer's entire term of employment with the Borough will be considered just cause and adequate grounds for the officer's immediate discharge.

6. **TIME LOST FROM THE WORKPLACE**

- a. Time lost from the workplace during any period of absence which resulted from a "positive" drug or alcohol test, including any absence for purposes of evaluation, treatment, rehabilitation, and all follow-up testing shall be accounted for as follows:
 - 1. To the extent that the police officer's accumulated balance of unused sick leave will permit, all time lost will be charged as a sick leave absence with pay;

2. After the officer's accumulated balance of unused sick leave has been exhausted, time lost will be charged against the officer's accumulated balance of unused vacation time; and
3. After the police officer's accumulated balance of unused sick leave and vacation time have been exhausted, time lost from the workplace shall be charged as an authorized leave of absence without pay.

b. Time lost from the workplace during any period of absence resulting from a positive drug or alcohol test, including any absence for purposes of evaluation, treatment, rehabilitation, and all follow-up testing shall be limited to a reasonable period of time which shall in no event exceed sixty (60) calendar days in duration.

7. PAYMENT OF COSTS RELATED TO TESTING

a. Borough Responsibility - The Borough shall be solely responsible for the payment of all costs related to testing and laboratory analysis relating to pre-employment and random drug and/or alcohol testing. The Borough shall also be solely responsible for the payment of all costs related to post-accident, serious incidents, and suspicious drug and/or alcohol testing where all of the police officer's test results are negative.

b. Officer Responsibility - The police officer shall be solely responsible for the payment of all costs related to fitness for return to duty and follow-up drug and/or alcohol testing. The officer shall also be solely responsible for the payment of all costs related to post-accident, serious incidents, and reasonable suspicion drug and/or alcohol testing where any one or more of the Officer's test results are positive.

8. TYPES OF TESTING

Drug testing will be conducted for the following reasons: preemployment, random, reasonable suspicion, serious incidents, post-accident, fitness or return to duty and follow-up to a positive test. Alcohol testing will be conducted for the following reasons: random, reasonable suspicion, post-accident, serious incidents, fitness for return to duty and follow-up to a positive test.

Test types are defined as follows:

a. Pre-Employment - Prior to beginning his/her employment with the Borough, any applicant for the position of part-time or full-time police officer who has been tentatively selected for an appointment shall be required to first submit to a drug screening test. Any applicant who tests positive will be denied employment. The Borough also reserves the right to check with any job applicant's previous employers, going back not more than two (2) years from the date of application. Any applicant who has a history of previous alcohol and/or drug abuse with a previous will also be denied employment. Any job applicant who fails for any reason to consent

to and authorize in writing both the preemployment drug test and the check with his/her previous employers will be considered to have withdrawn his/her application from further consideration for employment.

b. Random - In order to discourage the use of illegal drugs and alcohol, the Borough may conduct random tests of its police officers at an annualized rate of at least 50% of the total combined number of full-time and part-time police officers for both drugs and alcohol. Every officer has an equal chance to be tested every time those tests are conducted, without regard to whether or not the individual officer has or has not been previously tested. The minimum percentage of officers to be tested is subject to change, depending upon any applicable subsequent changes or requirements which may be dictated by state or federal law.

c. Reasonable Suspicion

1. Testing will be required in any case where the Chief of Police or a supervisor reasonably suspects that this Policy has been violated as a result of police officer's conduct or behavior which has been witnessed by a person trained in the detection of probable drug/alcohol use.

2. Reasonable suspicion may be established, and testing required based, upon, among other things:

- a) The direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of drugs or alcohol;
- b) The direct observation of a pattern of abnormal conduct or erratic behavior, or
- c) The conviction of a police officer for a drug or alcohol related offense.

d. Serious Incidents

Any police officer who has been involved in a critical incident, including but not limited to, a shooting, vehicle accident involving the police officer, or any other incident which requires medical attention for the officer or any member of the public due to actions of the officer, shall be required to undergo mandatory drug/alcohol testing as follows:

- 1. be tested for drugs by providing urine specimens for drug testing as soon as possible after said incident, but in no event later than 32 hours after the incident;
- 2. be tested for alcohol as soon as possible after the incident, preferably within two (2) hours of the time of the incident, but in no event later than eight (8) hours after the incident; and
- 3. not consume alcohol in any amount until after he/she has been tested.

9. **DRUG TESTING STANDARDS**

DRUG	IMMUNOASSAY SCREEN CUT OFF	GC/MS CONFIRMATION CUTOFF
Amphetamines	1,000 ng/ml	500 ng/ml
Cannabinoids (Marijuana)	50 ng/ml	15 ng/ml
Cocaine & Metabolite	300 ng/ml	150 ng/ml
Opiates	300 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Barbiturates	300 ng/ml	Each 100 ng/ml
Benzodiazepines	300 ng/ml As oxazepam	Each 100 ng/ml (except alprazolam At 50 ng/ml)
Methadone	300 ng/ml	100 ng/ml
Methaqualone	300 ng/ml	100 ng/ml
Prooxvohene	300 ne:/ml	Each 100 ne:/ml

Urine specimen testing and screening shall include, but not necessarily be limited to, the following Standard 10-Drug Panel for illicit drugs with the cutoffs set forth below:

10. **OTHER TESTING DETAILS & STANDARDS**

a. Specimen Collection - Individuals will be permitted to provide urine specimens in private and will not be directly observed, except that observed specimen collection may be required anytime that:

1. a specimen fails outside of the range of 90.5 to 99.8 degrees Fahrenheit; a specimen shows signs of contamination;
2. a previous specimen provided by the same Officer was determined by the laboratory to have a specific gravity less than 1.0003 and a creatinine concentration below .2 g/l; or,
3. the collection site person observes Officer conduct which he/she believes indicates an attempt by the Officer to substitute or adulterate the sample.

b. Laboratories - Only the National Institute on Drug Abuse and the Department of Health and Human Services certified laboratories will be used by the Borough to conduct testing or determine via testing that there was an attempt by an Officer to substitute or adulterate a sample.

c. Escort to the Test Site - Any police officer scheduled for random, post-accident, serious incidents, or reasonable suspicion testing shall be escorted to the test site by a supervisor and shall be required to follow all instructions given at the site.

d. Medical Review Officer - A Medical Review Officer will receive, review analyze, interpret and evaluate test results obtained from the laboratory prior to notifying the Chief of Police of the results. Before notifying the Chief of Police of a positive test result, the Medical Review Officer will conduct a medical consultation with the Officer to discuss the police officer's medical history and other medical factors. He will then receive and analyze all medical records made available by the tested Officer in order to determine if there might be a legitimate reason for a positive test result. If the Medical Review Officer should determine that there is a legitimate medical reason for the positive test result, he will report that test result to the Chief of Police as negative. If the Medical Review Officer should for any reason be unable to immediately contact the police officer who has tested positive, he will then contact the Chief of Police to report those efforts. The Chief of Police will then contact the tested officer and direct him/her to contact the Medical Review Officer within 24 hours. Between this time and the time that the Chief of Police receives a return (second) call from the Medical Review Officer, the police officer will be temporarily removed from his/her driving duties and reassigned without loss of pay.

e. Reporting Drug Test Results - The Medical Review Officer will forward the drug tests results to the Chief or Police. The Medical Review Officer shall report whether or not each particular tested officer's results were positive or negative. If positive, the Medical Review Officer will identify the substance for which the test was positive.

f. Split Sample Testing - After the Medical Review Officer has informed the police officer that he/she will be reported to the Borough as having tested positive for an illegal drug, the officer has the right to request a split sample test at another National Institute on Drug Abuse/Department of Health and Human Services laboratory. The officer must take any such request to the Medical Review Officer within 72 hours after the Medical Review Officer-police officer consultation (SEE: Items c. and d., above). The cost of the second laboratory analysis and the subsequent second Medical Review Officer Review (\$ 65.00, as of January 1, 1996) will be borne solely by the police officer, not the Borough. However, in any situation where the second test is returned negative, the officer shall be reimbursed by the Borough for all costs related to the second test which are not otherwise covered by the police officer's hospitalization plan.

g. Alcohol Testing - All alcohol testing is to be performed by a certified breath alcohol technician approved by the National Highway and Traffic Safety Administration, utilizing an evidential breath testing device. All alcohol tests are to be conducted in an area where the confidentiality of the results are assured. If the alcohol screening tests indicates an alcohol concentration of 0.02 or greater, a second confirmation test will be conducted within 15-20 minutes after the results of the first test are known.

h. Reporting Alcohol Test Results - Following a confirmed positive test result for alcohol, the certified breath alcohol technician must immediately report the results to the Chief of Police. This is done so that immediate steps can be taken to ensure that the tested officer does not drive a Borough vehicle.

i. Record Keeping - All of the records relating to the administration of this policy, including all test results, will be maintained by the Chief of Police for a minimum period of five (5) years. The police officer's personnel file shall contain only the following information:

1. Whether or not the police officer submitted to drug/alcohol test(s);
2. The date of the test(s);
3. The location of the test;
4. The identity of the person performing the test; and
5. Whether the particular test result was negative or positive.

The Borough will also maintain an annual summary of the records relating to the administration & results of the mandatory testing program. No person may obtain the individual test results without first obtaining authorization from the police officer, except as may be otherwise required herein or as may be required by the Borough of Midland.

END.

Borough of Midland

Law Enforcement Policy

DOMESTIC VIOLENCE BY POLICE OFFICERS

1. PURPOSE:

This policy recognizes that the profession of law enforcement is not immune from members committing domestic violence against their intimate partners. The purpose of this policy is to establish procedures for handling acts of domestic violence committed by police officers.

2. DEFINITIONS:

The following words and phrases when used in this Policy shall have the meanings given to them in this section unless otherwise noted.

Abuse - The occurrence of one or more of the following acts between family or household members, sexual or intimate partners or persons who share biological parenthood:

- a. Attempting to cause or intentionally, knowingly, or recklessly causing bodily injury, serious bodily injury, rape, involuntary deviate sexual intercourse, sexual assault, statutory sexual assault, aggravated indecent assault, indecent assault or incest with or without a deadly weapon. Such unwanted physical acts such as grabbing, pinching, shoving, slapping, hitting, hair pulling, biting and or denying medical care or forcing alcohol and/or drug use are considered to be types of physical abuse.
- b. Placing another in reasonable fear of imminent serious bodily injury.
- c. The infliction of false imprisonment pursuant to 18 Pa. C.S.A. § 2903 (relating to false imprisonment).
- d. Physically or sexually abusing minor children including such terms as defined in Chapter 63 (relating to Child Protective Services).
- e. Knowingly engaging in a course of conduct or repeatedly committing acts toward another person, including following the person, without proper authority, under circumstances which place the person in reasonable fear of bodily injury.
- f. Economic Abuse by making or attempting to make a person financially dependent, e.g., maintaining unwanted control against his/her wishes over financial resources, withholding access to money, forbidding attendance at school or employment.

Family or Household Members - Spouses or persons who have been spouses, persons living as spouses or who lived as spouses, parents and children, other persons related by consanguinity or affinity, current or former sexual or intimate partners or persons who share biological parenthood.

Intimate Partner - An intimate partner of a police officer is any person who meets one or more of the following criteria:

- Is or was legally married to the police officer
- Has a child in common with the police officer
- Has or had a dating relationship with the police officer
- Is specified as an intimate partner by state law
- Is cohabitating or has cohabitated romantically with the police officer

Protection order - refers to any injunction or other order issued by a court, including criminal or civil orders of protection, regardless of form, content, length, layout, or name (such as stay away, restraining, criminal, and emergency, temporary, preliminary, or final protection from abuse orders or injunctions), issued for the purpose of preventing the following:

- Violent or threatening acts against another person or family member
- Stalking or harassment of another person or family member
- Contact or communication with another person or family member
- Physical proximity to another person or family member

3. **POLICE OFFICER RESPONSIBILITIES**

a. Officers who learn they are the subject of a criminal investigation or arrest, regardless of jurisdiction, are required to immediately make a report to their supervisors and provide notice of the court dates, times, appearances, and proceedings. Additionally, he/she shall provide their supervisors with a copy of any criminal charges. Failure to do so may result in severe discipline up to and including dismissal.

b. Officers who are involved in a domestic incident or who learn they are the subject of any protective order proceeding, whether or not the order is issued and regardless of jurisdiction, shall immediately notify their supervisor and provide a copy of the PFA order, if issued. If subject to a qualifying PFA order, whether emergency, preliminary or final, the officer shall surrender all firearms to the appropriate official as provided in the applicable order. Failure to do so may result in severe discipline up to and including dismissal.

4. **DOMESTIC VIOLENCE INCIDENT INVOLVING A POLICE OFFICER**

In the event that an Officer is involved in a domestic incident within the Borough's jurisdiction (regardless of the involved Officer's jurisdiction), the responding Patrol Officer(s) shall request that a Supervisor who is of a higher rank than the involved Officer(s) report to the scene and take appropriate action. The Chief of Police shall be notified through the Chain-of-Command whenever a Police Officer is involved in a domestic incident, whether violent, or non-violent.

On-Scene Supervisor Responsibility:

- Obtain needed medical assistance.
- Secure the scene and collect any evidence.
- Ensure an arrest is made where Probable Cause exist.
- Attempt to locate the alleged offender if he/she has fled.
- Remove firearms.
- Address issues of victim safety.
- Notify the Chief of Police in the accused Officer's jurisdiction.
-

5. **DEPARTMENT ACTION**

a. Any police officer, who is served with or subject to an emergency or preliminary domestic protection from abuse order (PFA), shall be required to secure their service weapon with the Police Department prior to the conclusion of their shift and the weapon shall not be returned to the officer until the commencement of the officer next shift. Any police officer subject to a final PFA will be placed on suspension, without pay. If the PFA continues for longer than six months, the police officer will be removed from the roster and lose all seniority rights. In no event shall any police officer be returned to active duty until any Court imposed restriction on the police officer's ability to carry their service weapon has been removed.

b. The Chief of Police or his designee shall initiate an internal/administrative review to determine if any departmental rules or regulations were violated and/or the employment status of the involved Officer(s) under the mandated requirements of Pennsylvania Statute 53 P.S. 752.1, et seq., "Confidence in Law Enforcement Act."

6. **CONVICTIONS OF QUALIFYING MISDEMEANOR DOMESTIC VIOLENCE CRIMES**

Federal law prohibits anyone convicted of a qualifying misdemeanor domestic violence crime from possessing firearms or ammunition pursuant to 18 U.S.C. § 922(g).

a. Officers found guilty of a "qualifying domestic violence crime" through criminal proceedings shall be terminated.

- b. A "qualifying" misdemeanor crime of domestic violence must include:
- i. A state or federal misdemeanor crime that has as an element of use or attempted use of physical force or threatened use of a deadly weapon; and
 - ii. Right to counsel or knowing and intelligent waiver; and
 - iii. Applies to convictions occurring prior to and after September 30, 1996; and
 - iv. Excludes convictions that have been expunged, set aside, or person has been pardoned or has had his/her civil rights restored.

APPENDIX "1"

1. Officers are required to pay an additional \$10 each pay period for their health insurance.

\$50.00	each pay beginning on January 1, 2024.
\$60.00	each pay January 1, 2025
\$70.00	each pay January 1, 2026
\$80.00	each pay January 1, 2027
\$90.00	each pay January 1, 2028
2. 50% reimbursement of copays to participants ends January 1, 2024.
3. Officers will pay the insurance deductible of \$500.00 (Borough paid in the past)
4. Officers are vested in the pension after 10 years of service.
5. Officers may collect their pension payments after 55 years and 10 years of service.
6. No change to vacation, and no additional paid days off.
7. 6% first year
4% year 2
4% year 3
4% year 4
4% year 5

Chief present \$36.17 = \$75,233.60

6% \$2.17 first year	\$38.34 = \$79,747.72
4% \$1.53 year 2	\$39.87 = \$82,929.60
4% \$1.59 year 3	\$41.46 = \$86,236.80
4% \$1.65 year 4	\$43.11 = \$89,668.80
4% \$1.72 year 5	\$44.83 = \$93,246.40

Sgt present \$33.26 = \$69,180.80 6%

\$2.00 first year	\$35.26 = \$73,340.08
4% \$1.41 year 2	\$36.67 = \$76,273.60
4% \$1.47 year 3	\$38.14 = \$79,331.20
4% \$1.52 year 4	\$39.66 = \$82,492.80
4% \$1.58 year 5	\$41.21 = \$85,779.20

Patrolmen present \$32.20 = \$66,976.00

6% \$1.93 first year	\$34.13 = \$70,990.04
4% \$1.37 year 2	\$35.50 = \$73,840.00
4% \$1.42 year 3	\$36.92 = \$76,793.60
4% \$1.48 year 4	\$38.40 = \$79,872.00
4% \$1.54 year 5	\$39.94 = \$83,075.20

Now P.T. Present \$22.00

6% first year	\$1.32	= \$23.32
4% year 2	.93	= \$24.25
4% year 3	.97	= \$25.22
4% year 4	\$1.00	= \$26.22
4% year 5	\$1.05	= \$27.27

Health Insurance:	Employee to pay up to deductible. Employee to pay co-pays. Contribute \$50.00, per pay, to health care premium. Increased by \$10.00 each year of the contract beginning 2025.
Pension:	Vest after 10 years of service. Officer may retire at age 55, plus years of service. No change.
Vacation	
: All	January 1, 2024
effective:	

Tentative Agreement dated January 22, 2024.

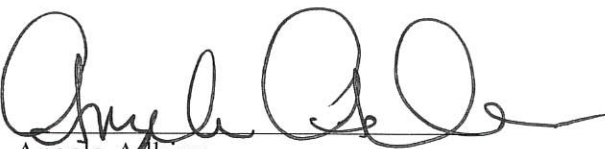
MIDLAND BOROUGH




President of Council
David Trevino



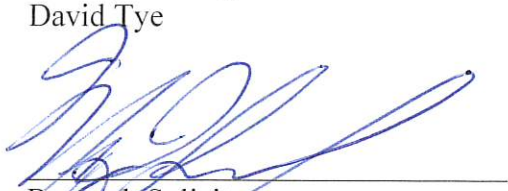
Mayor



Angela Adkins



Borough Manager
David Tye



Borough Solicitor
Myron R. Sainovich

UNITED STEELWORKERS



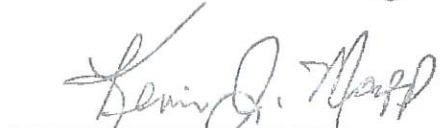
President



Secretary Treasurer




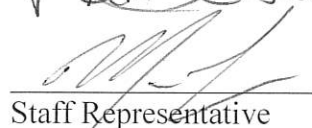
Vice President (Administration)



Vice President (Human Affairs)



District Director

Staff Representative

Local Officer