

# THE BOROUGH OF BRENTWOOD



## Personnel Policies & Procedures Manual

Adopted December 21, 2010

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## **BOROUGH OF BRENTWOOD COMMUNITY VISION STATEMENT**

*The Borough of Brentwood is a unified, family-oriented community with a strong commitment to civic pride and traditions. While preserving these standards, ideals and traditions, the community shall strive to provide a high quality of life for all, a superior educational system and residential areas with a more suburban character. The community shall support established businesses while encouraging future economic development and effective local government, all within a safe and clean environment.*





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**JOB DESCRIPTIONS**

- A.A. Borough Manager
- B.B. Finance/Human Resources Director
- C.C. Administrative Assistant
- D.D. Administrative Clerical
- E.E. Code Enforcement Officer/Building Inspector
- F.F. Public Works Supervisor
- G.G. Public Works Laborer
- H.H. Parking Enforcement Officer
- I.I. Parking Meter Revenue Collector
- J.J. Police Clerical
- K.K. Crossing Guard
- L.L. Recreation Director
- M.M. Pool Manager
- N.N. Summer Temporary Lifeguard
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**1.00**

**LETTER FROM THE MANAGER**



**Dear Borough Employee:**

Borough employees are vital to achieve our objective of providing excellent services to the residents of the Borough of Brentwood.

Borough employees perform a variety of job duties, but whatever the job, each duty is vitally important to the achievement of the Borough's goals. As you strive to perform your job duties to the best of your ability, you contribute as a team member to the Borough's overall strength and to its reputation as a first class community.

The Borough is an Equal Opportunity Employer committed to a policy of fair employment. The Borough administrative staff stands ready to answer questions and provide assistance to employees regarding this commitment.

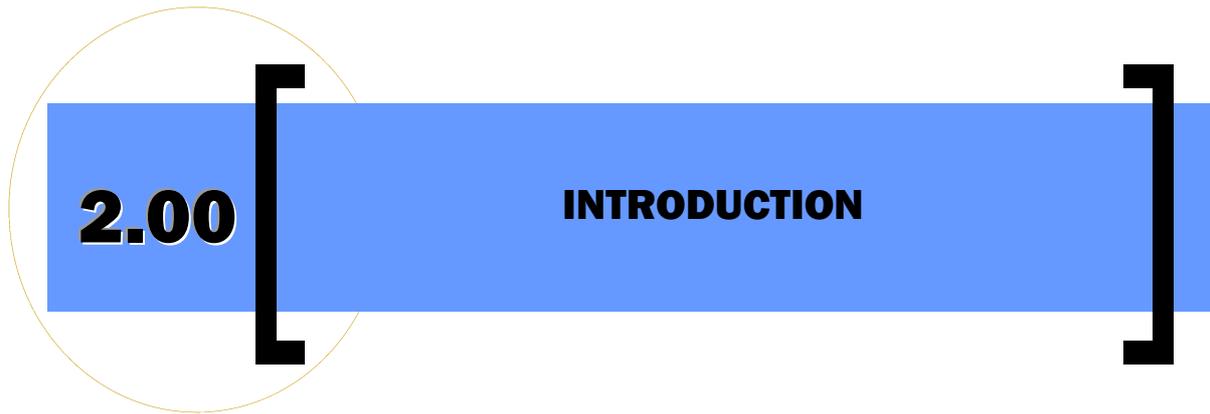
The Personnel Policies & Procedures Manual has been specially designed to help acquaint you with the Borough, its organization, policies, benefits and services. It contains useful information which is important to you. Please read the Manual carefully and keep it as a handy reference for you and your family. The contents of this Manual remain subject to the conditions set forth in the introduction, Section 2.00.

If any questions arise that might not be covered in the Manual, or if clarification is needed, do not hesitate to contact your supervisor for assistance.

Very truly yours,

*George Zboyovsky*

George Zboyovsky, PE  
Borough Manager



**2.00** **INTRODUCTION**

The Personnel Policies & Procedures Manual of the Borough of Brentwood (hereinafter referred to as the "Borough") attempts to review in a clear, concise manner, information that may be relevant to employees of the Borough. The Policies & Procedures Manual is not intended to be an all encompassing statement of Borough policies or procedures. The information contained in this Manual is not intended to be a condition of employment a promise by the Borough of continued employment or employment of a specific duration, and the language is not intended to create, or imply a contract between the Borough of Brentwood and its employees. Unless otherwise provided by law, Borough employees are employees at will.

Employees covered by the terms and conditions of collective bargaining agreements (CBAs) are to follow their respective CBA provisions where applicable. The Manual applies to employees covered by CBAs in those areas that are not subject to bargaining.

Hopefully, this Manual will guide and answer questions concerning your employment with the Borough. It is not possible to answer in these pages every question which might arise regarding employment with the Borough. When questions arise that cannot be answered by consulting this Manual, they should be referred to your Department Supervisor or Borough Manager. Further, interpretations of this Manual are restricted to the Borough Manager. Other Borough employees are not authorized to interpret this Manual.

The Personnel Policies & Procedures Manual is a flexible document subject to change or modification of policies and procedures by the Borough Council. The Council reserves the right to modify, terminate, revoke, suspend or change any or all of the provisions of the Manual at any time, and without having to consult or reach agreement with anyone.

All changes to the Manual will be circulated among the employees in a timely manner.

**3.00**

## **DEMOGRAPHICS/BACKGROUND INFORMATION**



Brentwood has grown to be a thriving suburban area. According to the 2000 Census, the population of the Borough was 10,466 with approximately 4,658 households. Of the households 45% percent are married couples, 11% are single parent families and 36% are single persons living alone. Twenty-seven percent of the families have children under 18. Twenty-one percent of the population is under 19 years of age; 37% is between 20 and 44; 22% is between 45 and 64 and 18% is over 65.

Forty percent of the residents over 25 years old are high school graduates; 17% are college graduates; and 6% possess graduate or professional degrees. Approximately 67% of residents are in the labor force with 33% of the Borough's residents working as managers and professionals and 34% working in sales, clerical and technical occupations. The median household income in 2000 was \$37,013.

Most of the buildings in Brentwood were built before 1950 and are single family homes, apartment complexes and condominiums, and a mix of commercial/apartment type dwellings in the business district.

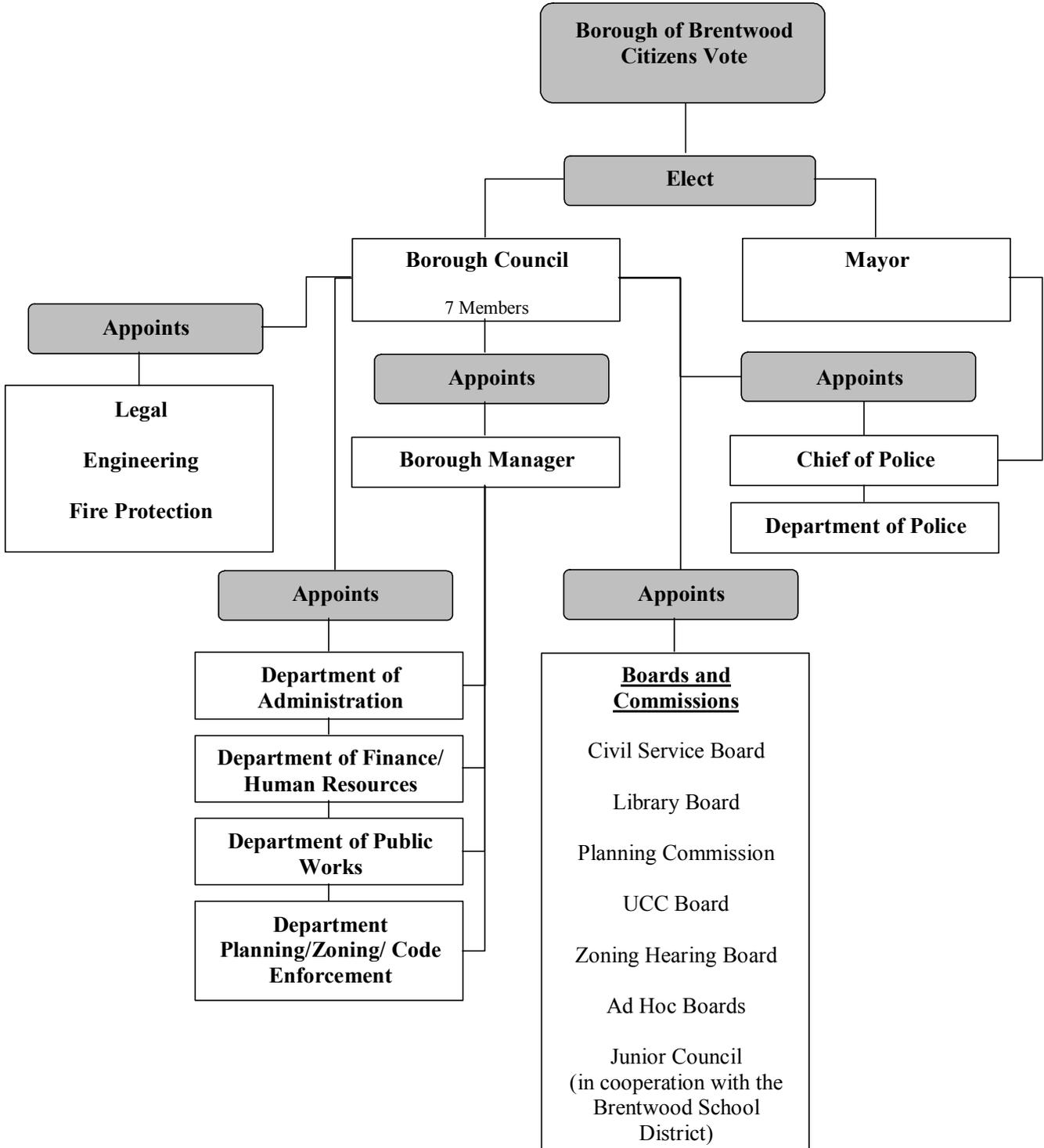


### **3.1. History**

The Borough of Brentwood, located in Allegheny County, was originally part of Baldwin Township and included the villages of Brentwood, Pointview and Whitehall and was, at that time, one of the most densely populated parts of the township. Its 880 acres covered approximately one-tenth of the township and was known as Precinct Number 2. It now contains 929.9 acres, or 1.4517 square miles. This increase was due to a change of boundaries in the Brentwood Villa plan of lots, Willet-Kingsley Avenue area. In 1929, 60% of the residents of this Brentwood Villa Plan petitioned Brentwood Borough Council to annex this section and this was subsequently done.

Brentwood Borough was incorporated by decree of the Quarter Sessions Court of Allegheny County and was handed down November 6, 1915, to take effect the first Monday of January, 1916. The proceedings to incorporate were filed on May 15, 1915. Number 37 Quarter Sessions 1915 and exceptions were filed by several individuals who were represented by S. J. Snee, Attorney for Baldwin Township and by John Morrison. Petitioners were represented by C. H. Bracken.

## 3.2. Organizational Chart



### 3.3. Structure and Functions of Government

#### 3.3.1. Elected Officials

Seven Council Members are elected from the Borough for four-year staggered terms. A Council member must be a citizen of the United States, a resident of the Borough for at least one year prior to the date of the primary election in which he/she is a candidate, and a qualified voter of the Borough at the time of candidacy and during the term of office.



The Mayor is elected to serve for a four-year term. He/She must also be a citizen of the United States, a resident of the Borough for at least one year prior to the date of the primary election in which he/she is a candidate, and a qualified voter of the Borough at the time of candidacy and during the term of office.

The Mayor-Council form of government places the legislative duties and the responsibility of directing the Borough in the hands of a group of elected officials. The powers and duties of elected Borough Officials are such as those identified in Article X of The Borough Code of the Commonwealth of PA as amended from time to time. Municipal leaders are elected at large and are accountable to the voting public borough-wide.

#### 3.3.2. Administrative Organization

The Council is responsible for appointing the Borough Manager and Police Chief. The Borough Manager and Police Chief are appointed solely on the basis of their executive and administrative qualifications and serve an indefinite term, at the pleasure of the Council.

The Borough Manager, as Chief Administrative Officer, is directly responsible and accountable to the Council which is the policy authority of the government. It is the responsibility of the Borough Manager and other administrative personnel to implement the programs and policies established by the Council.

The Police Chief although appointed by the Borough Council falls under the jurisdiction of the Mayor of the Borough. In accordance with Article XI of the Pennsylvania Borough Code, the Mayor of the Borough shall have full charge and control of the Chief of Police and the police force, and shall direct the time during which, the place where and the manner in which, the Chief of Police and the police force shall perform their duties, except that the Borough Council shall fix and determine the total weekly hours of employment that shall apply to the policemen.

#### 3.3.3. Borough Departments

The Borough is organized into the following departments under the direction of the Borough Manager:

a. **Department of Administration** -

The Department of Administration is directed by the Borough Manager. The Borough Manager is responsible for community and intergovernmental relations, in-service training programs, staff assistance to Boards and Commissions, personnel matters and

coordination of Borough services. Administrative Office Personnel, under the direction of the Borough Manager, perform office related tasks to help the Manager carry out his duties, assist residents, and work to carry out the functions of the Borough.

**b. Department of Finance and Human Resources -**

The Department of Finance and Human Resources is directed by the Finance Director. The Finance and Human Resources Department is responsible for the administration of financial affairs and personnel management of the Borough. These duties include: collection of revenue, accounting and expenditure control, payroll administration, budget tracking, financial reporting, investments, insurance and internal auditing, collection of delinquent fees, as well as projects assigned by the Borough Manager.



**c. Department of Police -**

The Department of Police is responsible for all activities related to the general preservation of public order, the prevention and suppression of crime, traffic safety, maintenance of police records and files, coordination of police programs and services with other agencies and staff assistance to the Civil Service Board. This department, directed by the Chief of Police, includes all Police Officers, police clerical, crossing guards and parking enforcement personnel.

**d. Department of Public Works -**

The Department of Public Works is responsible for the maintenance of municipal parks, pool, stadium, buildings, equipment and facilities, the construction and maintenance of streets, sewers, traffic control signals and signs, animal control and the coordination of refuse removal and recycling. This department includes Public Works Laborers under the direction of the Public Works Supervisor.



**e. Department of Planning/ Zoning/ Code Enforcement -**

The Department of Planning/Zoning/Code Enforcement, under the direction of the Code Enforcement Officer/Building Inspector, is responsible for housing, land and building inspection, code enforcement, long-range planning and community development and staff assistance to the Planning Commission, and Zoning Hearing Board.

The following additional areas are established to operate under the coordination of the Borough Manager:

**a. Legal -**

The Borough Attorney is responsible for furnishing legal advice to the Borough Council, the Borough Manager, Boards and Commissions and for representing the Borough on legal matters. The Borough Attorney is appointed by the Council for an indefinite term and is subject to removal with or without cause.

**b. Engineering -**

The Borough Engineer is responsible for the supervision of all engineering matters of the Borough and staff assistance to the Planning Commission and Borough Manager.

c. **Fire Protection** -



The Volunteer Fire Department is responsible for the handling of commercial and residential fires and other community emergencies. The Department is coordinated by the Fire Chief. The Volunteer Fire Company elects a Fire Chief in accordance with company procedures and bylaws.

**3.3.4. Administrative Boards and Commissions**

An important role in the governmental process is played by the many citizen boards and commissions appointed by the Borough Council. These boards specialize in selected types of problems and serve as advisors to the elected Borough Council. Members must be full-time residents and qualified voters of the Borough.

The purpose of these boards is to perform duties of a continuing nature in specific areas, as designated by the ordinances of the Borough. All meetings and hearings of administrative boards are open to the public, subject to applicable law. Regular meetings of administrative boards are held on a designated day.

- a. Civil Service Board - three members, six year terms (with terms expiring in different years)
- b. Uniform Construction Code Board of Appeals – three members, three, four, and five year terms
- c. Library Board - seven members, three year term (with terms expiring in different years)
- d. Planning Commission - seven members, four year term (with terms expiring in different years)
- e. Zoning Hearing Board - five members and up to two alternate members, five year term (with terms expiring in different years)
- f. Ad Hoc Boards - may be established as deemed necessary by the Borough Council in accordance with the requirements of the ordinances of the Borough and the Administrative Code. Such Boards shall be created only for specific and temporary purposes.



**4.00**

**CODE OF ETHICS**



**4.1. Statement of Principles**

The public judges its government by the way public officials and employees conduct themselves in the posts to which they are elected or appointed. The people have a right to expect that every public official and employee will conduct himself or herself in a manner that will tend to preserve public confidence in and respect for the government he or she represents. Such confidence and respect can best be promoted if every public official and employee, whether paid or unpaid, and whether elected or appointed, will uniformly:

- Treat all citizens with impartiality, fairness and equality under the law.
- Avoid both actual and potential conflicts between his/her private self-interest and the public interest.

Borough employees should also be reminded that they are subject to the provisions of applicable State or Federal law, including the Hatch Act when applicable, which governs the conduct of public employees. Specifically, the Borough requires and expects all of its elected officials, appointees and employees to comply with the State Ethics Act in the course of his or her tenure with the Borough. This includes the responsibility of employees to file a disclosure statement with the Borough Manager (Attachment A).

## **5.00**

# **SEXUAL HARRASSMENT POLICY**

## **5.1. Statement of Policy**

The Borough strives to provide an environment which is free from sexual harassment. Sexual harassment, according to the Federal Equal Employment Opportunity Commission (EEOC), consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical acts of a sexual or sex-based nature where (1) submission to such conduct is made either explicitly or implicitly a term or condition of any individual's employment; (2) an employment decision is based on an individual's acceptance or rejection of such conduct; (3) such conduct interferes with an individual's work performance or creates an offensive work environment.

It is also unlawful to retaliate or take reprisal in any way against anyone who has articulated a complaint of sexual harassment or discrimination, or participated in any investigation of a complaint. Examples of conduct that would be considered sexual harassment or related retaliation are set forth in the Statement of Prohibited Conduct which follows. These examples are provided to illustrate the kind of conduct prohibited by this policy; the list is not exhaustive.

Sexual harassment is unlawful, and such prohibited conduct exposes not only the Borough of Brentwood, but individuals involved in such conduct, to significant liability under the law. Employees at all times should treat other employees respectfully and with dignity, in a manner so as not to offend, oppress, embarrass or harass a co-worker. Accordingly, Borough management is committed to vigorously enforcing its sexual harassment policy at all levels of employment within the Borough of Brentwood.

## **5.2. Statement of Prohibited Conduct**

The management of the Borough of Brentwood considers the following conduct to represent some of the acts which violate the sexual harassment policy:

### **5.2.1. Physical assaults of a sexual nature, such as:**

- (1) Rape, sexual battery, molestation or attempts to commit these assaults; and
- (2) Intentional physical conduct which is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body, or poking another employee's body.

**5.2.2. Unwanted sexual advances, propositions or other sexual comments such as:**

- (1) Sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience directed at or made in the presence of any employee who indicates or has indicated in any way, that such conduct in his or her presence is unwelcome.
- (2) Preferential treatment or promise of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward;
- (3) Subjecting, or threats of subjecting, an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.

**5.2.3. Sexual or discriminating displays or publications in the work place, such as:**

- (1) Displaying pictures, posters, calendars, graffiti, objects, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic.

A picture will be presumed to be sexually suggestive if it depicts a person of either sex who is not fully clothed or in clothes that are not suited to or ordinarily accepted for the accomplishment of routine work at the Borough of Brentwood and who has posed for the obvious purpose of displaying or drawing attention to private portions of his or her body.

- (2) Displaying signs or other material purporting to segregate an employee by sex in any area of the work place, other than restrooms and similar semi-private lockers/changing rooms.

**5.2.4. Retaliation for sexual harassment complaints, such as:**

- (1) Disciplining, changing work assignments of, providing inaccurate work information to, or refusing to cooperate or discuss work related matters with any employee because that employee has complained about, or resisted, harassment, discrimination or retaliation; and
- (2) Intentionally pressuring, falsely denying, lying about or otherwise covering up or attempting to cover up conduct such as that described in the item above.

**5.2.5. Other acts:**

The above is not to be construed as an all inclusive list of prohibited conduct. Described here is sexual harassment of any one at whom it is directed or who is otherwise subjected to it. Each incident of harassment, moreover, contributes to a general atmosphere in which all persons who share the victim's sex suffer the consequences. Sexually oriented acts or sex based conduct have no legitimate business purpose; accordingly, the employee

who engages in such conduct should be and will be made to bear the full responsibility for such unlawful conduct.

## **5.3. Penalties for Misconduct**

### **5.3.1. Appropriate Actions**

Any employee who violates this policy will be subject to discipline, up to and including dismissal.

### **5.3.2. Written Record**

A written record of each action taken pursuant to this policy will be placed in the maintained in a file for two years. The record will reflect the conduct, or alleged conduct, and the warning given, or other discipline imposed. This final discipline will be placed in the employee's personnel file or as stated in the employee's collective bargaining agreement.

## **5.4. Procedures for Making, Investigating and Resolving Sexual Harassment and Retaliation Complaints**

### **5.4.1. Complaints**

Complaints of acts of sexual harassment and retaliation will be accepted in writing or orally, and anonymous complaints will be taken seriously and investigated. A complaint need not be limited to someone who was been the target of harassment or retaliation. Anyone who has observed sexual harassment or retaliation should report it to his/her immediate supervisor. In the event that it would be inappropriate to report such concerns to one's immediate supervisor the report should be made to the Mayor of the Borough of Brentwood.

Only those who have an immediate need to know, including the person to whom a report was made, the alleged target of harassment or retaliation, the alleged harasser or retaliator, and any witnesses will or may find out the identity of the complainant. All parties contacted in the course of any investigation will be advised that all parties involved in a charge are entitled to respect and that any retaliation or reprisal against an individual who is an alleged target of harassment or retaliation, who has made a complaint, or who has provided evidence in connection with a complaint, is a separate actionable offense and subject to discipline under this policy.

#### **5.4.2. Cooperation**

An effective sexual harassment policy requires the support and example of personnel in positions of management authority. The Borough of Brentwood agents or employees who engage in sexual harassment or retaliation or who fail to cooperate with Borough sponsored investigations of sexual harassment or retaliation may be severely sanctioned by suspension or dismissal. By the same token, officials who refuse to implement remedial measures, obstruct the remedial efforts of Borough officials and other Borough employees, and/or retaliate against sexual harassment complainants or witnesses may be immediately sanctioned by suspension or dismissal.

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## 6.00

# NON-DISCRIMINATION POLICY STATEMENT

The Borough is an equal opportunity employer and advocates equal opportunity in employment for all persons without regard to race, creed, color, national origin, age, religion, handicap, disability, ancestry, gender, or sexual orientation. This policy extends to all Borough facilities and participation in all Borough functions. The Borough expects all employees to adhere to this equal opportunity policy.



## 6.1. Equal Opportunity/Grievance Procedure

It has been and will continue to be the policy of the Borough of Brentwood that it shall be an equal opportunity employer. To assure full implementation of the policy, the Borough of Brentwood shall act affirmatively to assure it will:

1. Recruit, hire and promote for all job classifications without regard to race, creed, color, national origin, age, religion, handicap, disability, ancestry, or sex.
2. Base decisions solely upon an individual's qualifications and interest in the position being filled.
3. Base promotions or hiring decisions only on the individual's qualifications without regard to race, creed, color, national origin, age, religion, handicap, disability, ancestry, or sex.
4. Ensure that all other personnel actions such as compensation, benefits, transfers, layoffs, return from layoffs, company sponsored training, education, tuition, assistance, social and recreational programs, will be administered without regard to race, creed, color, national origin, age, religion, handicap, disability, ancestry, or sex.

## 6.2. Americans with Disabilities Act (ADA)

### 6.2.1. General Statement

It is the policy of Brentwood Borough to be in compliance with the Americans with Disabilities Act (ADA) and the Pennsylvania Human Relations Act. In regards to non-employment matters, it is the policy of Brentwood Borough to ensure that Brentwood Borough worksites and service delivery centers are appropriately accessible to job applicants, employees and other visitors. In regards to job applicants and employees, it is

the policy of Brentwood Borough to ensure that a disabled person (as defined in the ADA), qualified to perform the essential functions of a relevant position, with or without reasonable accommodation, receives fair treatment regarding that position. It is the general policy of Brentwood Borough not to assume that an applicant or employee has an ADA disability, or needs a reasonable accommodation. However, Brentwood Borough does not require the use of any particular “magic” words by an applicant or employee, to initiate the process of discussing a reasonable accommodation. When considering what might constitute a reasonable accommodation for a disabled applicant or employee otherwise qualified to perform the essential functions of a position, Brentwood Borough will actively discuss that accommodation issue with the applicant or employee.

### **6.2.2. ADA Compliance**

In order to assure ADA compliance, Brentwood Borough will take, or has taken, the following steps:

1. It has posted and maintained at all worksite locations a notice of its ADA duty to provide, to applicants and employees, reasonable accommodation.
2. It has surveyed, and will continue to survey, its physical facilities to ensure reasonable access to those facilities by persons with disabilities, including job applicants and employees.
3. It has named an ADA compliance officer. Concerns about ADA compliance issues should be addressed, immediately upon perception of those concerns, to this authorized individual.
4. Job descriptions have been crafted and will continue to be crafted, so as to emphasize and focus on the essential functions of positions.
5. Brentwood Borough’s job application form, hiring process, performance evaluation program, and internal job notice/promotion programs have been reviewed to ensure that they do not create inappropriate employment barriers for disabled persons. Brentwood Borough has made contact with Pennsylvania Job Centers, and various not-for-profit organizations servicing the needs of disabled persons, in an effort to ensure that the community of disabled persons receives notices of job opportunities at Brentwood Borough. In addition, Brentwood Borough had made arrangements to own, or have access to, equipment and persons able to aid Brentwood Borough in causing the employment process itself to be accessible to disabled individuals.
6. Brentwood Borough will, unless it creates an undue hardship, reasonably accommodate a successful applicant or employee with an ADA disability who is otherwise qualified to perform the essential functions of the relevant position. In making employment decisions, it is the policy of Brentwood Borough that the existence of a disability, in an applicant or employee who is otherwise qualified to perform the essential functions of a position, where that individual can perform those essential functions with or without reasonable accommodation, will not be a factor in the employment decision.

7. Brentwood Borough has provided, and will continue to provide ADA training for its supervisory and human relations staff.

### **6.2.3. Determining the Existence of an ADA Disability and Related Matters**

1. Brentwood Borough recognizes that this crucial determination is a difficult and complex one. When an applicant or employee signals a belief that he/she has an ADA disability, Brentwood Borough will discuss and analyze that issue with the applicant or employee.
2. It is the policy of Brentwood Borough to follow the contents of the ADA, its regulations, and interpretive court decisions as to what constitutes a disability. For example, Brentwood Borough is instructed by these sources that the following do not constitute disabilities: the inability to perform one job or a narrow range of jobs; temporary conditions; individuals who are currently engaging in the illegal use of drugs; homosexuality, bisexuality, transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments, or other sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current illegal use of drugs. It is also the policy of Brentwood Borough not to employ, or to continue to employ, an individual whose employment would constitute a direct threat to the health or safety of others that cannot be eliminated by reasonable accommodation.
3. An accommodation which would not allow an otherwise qualified individual to perform all of the essential functions of a job is not a reasonable accommodation. Ultimately, as between various possible reasonable accommodations, Brentwood Borough will make the determination as to which will be utilized. In reaching this determination, Brentwood Borough will thoroughly discuss the issues with the applicant or employee. An accommodation which would impose upon Brentwood Borough an undue hardship is not a reasonable accommodation. An undue hardship is an action which would put Brentwood Borough to significant difficulty or significant expense in light of specific factors set forth in the ADA itself, and in its implementing regulations.
4. In order to reasonably accommodate applicants and employees Brentwood Borough has secured access to qualified interpreters, and other effective methods, of making aurally delivered materials available to individuals with hearing impairments. It has also secured access to qualified readers, taped text, and other effective methods of making visually delivered materials available to individuals with visual impairments. It will, in appropriate cases, consider job restructuring, part-time or modified work schedules, reassignments to vacant positions, acquisition or modifications of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, and the provision of qualified readers or interpreters, (or other similar accommodations) for applicants or employees with disabilities.
5. Job applicants will not be required to undergo pre-employment offer medical or psychological testing, though they may be required to undergo job-specific skills testing. Job applicants who are offered positions with Brentwood Borough may be required, subsequent to the job offer, to participate in a medical examination. This

medical examination may involve either or both physical or psychological analyses. In such an event, the employment offer will be made contingent upon the results of the medical examination. Brentwood Borough will not withdraw the tentative job offer, based upon this examination, without engaging in a discussion with the applicant for the purpose of determining whether there is a reasonable accommodation that would allow the applicant to perform all of the essential functions of the job.

6. An applicant's or employee's medical condition or history will be maintained in a file separate from the basic personnel file maintained on that applicant or employee. This separate medical file will be maintained as a confidential medical record. The only persons who will have access to this separate medical record will be those with a "legitimate need-to-know." This may include informing managers and supervisors regarding necessary restrictions on the work or duties of the employee and necessary accommodations. It may also include informing, where appropriate, first aid and safety personnel regarding any medical condition that may require emergency treatment.
7. It is the policy of Brentwood Borough not to create permanent, "light-duty," positions. From time-to-time, when dealing with employees entitled to receive Worker's Compensation, Brentwood Borough may create, specifically, so such an employee may return to work, as part of a "work hardening" or similar program, a temporary light duty position. The creation of such a position is not a precedent for creating permanent light duty positions, or for eliminating legitimate, essential, functions of a particular job.
8. Please note: Under the law, and this policy, "a test to determine the illegal use of drugs shall not be considered a medical examination."
9. An applicant or employee is disabled, as that word is used in the ADA, where the applicant or employee has "a physical or mental impairment that substantially limits one or more of the major life activities of such individual..." Working is considered a major life activity. However, this policy recognizes and accepts the position of the Equal Employment Opportunity Commission that one is disabled, in regards to working, where one has a disability that substantially limits one's ability to perform a wide variety of jobs reasonably relevant to the particular individual.

#### **6.2.4. Complaint Procedure and Medical Examinations**

1. Because the ADA is driven by a highly technical set of definitions, Brentwood Borough has determined that ADA questions, and complaints, are best addressed to one individual or his/her designee. This will ensure that informed decisions and responses are made in regard to such inquiries/complaints. It will also ensure consistent application of this policy. Therefore, any individual, whether applicant or employee, is requested to address their concerns to Brentwood Borough's designated ADA officer. The Borough's designated ADA officer is the Code Enforcement Officer/Building Inspector whose office is located at 3624 Brownsville Road, Pittsburgh, PA 15227 and who can be reached at 481-884-1500.

2. Any complaints of harassment or discrimination against a disabled individual, an individual who has asserted a disability, or an individual who is or has sought to aid or support a disabled applicant or employee will be promptly and thoroughly investigated. In the event that it is determined the accusation(s) has merit, this finding will result in remediation. The remedial activity could include counseling, training, discipline and other remedial activities. Similarly, allegations of retaliation for having raised an ADA reasonable accommodation issue, or for having encouraged or supported the raising of such an issue, will be promptly and thorough investigated, and remediated if appropriate.
3. Any such investigation, or response to an ADA inquiry, will be directed by Brentwood Borough Manager, the ADA officer, who is fully empowered to conduct such investigations and to recommend, directly to the Executive Director, appropriate remedial action.
4. Medical examinations of current employees.
  - a. When an employee asserts the existence of an ADA disability, Brentwood Borough may, at its own cost, have that assertion analyzed by medical authorities of its choice. The scope of the examination would be limited to the issues at hand: i.e., is there medical evidence of an ADA disability given the essential functions of the relevant job.
  - b. When an employee seeks to return to work from a lengthy medical leave of absence, the employer may, in the exercise of reasonable discretion, and at its own cost, have the employee medically examined. Again, the scope of the examination shall be limited to the issues that created the need for a medical leave in the first place, as those medical issues might relate to the employee's ability to perform the essential functions of the relevant job.
  - c. In the event that an examination, conducted pursuant to either numbers 4.a or 4.b immediately above, produces the conclusion that the employee does have an ADA Disability impacting the examined individual's ability to perform all of the essential functions of the relevant job, then Brentwood Borough and the employee shall engage in a thorough discussion of the possibilities of reasonable accommodation.

### **6.3. Statement of Reasonable Accommodation**

A qualified employee with a disability will be afforded a reasonable accommodation in order to allow the employee to perform the essential functions of the employee's job. Requests for accommodation should be made to Ralph Costa, Code Enforcement Officer/Building Inspector, who will engage in an interactive discussion with the employee to determine what if any accommodations will permit the employee to perform the essential functions of his or her job. Part of the interactive process may include such medical documentation or examination as may be necessary to assess and make a determination on the request. Any medical/psychological documentation obtained through this process shall be maintained as a confidential medical record.

## **6.4. Borough Grievance Procedure for Handling Complaints of Alleged Employment Discrimination**

Any employee who feels that he or she is being discriminated against on the basis of race, color, religious creed, ancestry, national origin, age, handicap, or sex may file a complaint either in writing or verbally to the Borough Manager.

The Borough Manager will meet with the employee after receipt of a complaint in an attempt to resolve the discrimination complaint to the satisfaction of both parties.

In addition to the above, using our complaint process does not prohibit you from filing a complaint with city, state, and/or federal agencies responsible for such complaints.

### **Human Relations Agencies**

Pennsylvania Human Relations Commission  
Pittsburgh Regional Office  
11th Floor State Office Building  
300 Liberty Ave.  
Pittsburgh, PA. 15222  
412-565-5395  
TTY 412-565-5711

Equal Employment Opportunity Commission  
Pittsburgh District Office  
William S. Moorhead Federal Building  
1000 Liberty Avenue Suite 1112  
Pittsburgh, PA. 15222  
1-800-669-4000  
TTY 412-395-5904

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## **7.00**

## **CLASSIFICATION OF POSITIONS**

The Borough complies with the Fair Labor Standards Act which dictates how employees are to be classified and how employees are to be paid based on the hours worked in a work week. Job status describes various types of employment at the Borough. Every job position is described by one of the following two major job status groupings:

- Regular or Temporary Job Status
- Full-time or Part-time Job Status

It is imperative that all employees know of their particular status since it will affect whether, and to what extent, benefits are applicable to them. Any employee who may be unaware of his or her status should contact the Borough Manager for this information.

Regular or temporary job status is assigned to a position based on the determination of the Borough Manager.

No Borough employee or official has any authority to enter into any agreement guaranteeing employment for any specified period of time.

### **7.1. Regular or Temporary Job Status**

Regular employee positions are positions which are considered part of a complement and which are continuously needed for continued operation of the Borough. Regular employees, whether full or part-time, are required to work scheduled hours and days.

Temporary positions are positions which are established to address specific project(s) and are of limited duration and may be terminated at any time and for any reason, without notice. Temporary positions can be either full or part-time. Council will determine if the temporary position will include fringe benefits.

### **7.2. Full-time or Part-time Status**

Full-time or part-time job status will be determined by the total number of hours worked during a regular work week. Full-time staff employees work 35, 37.50 or 40 hours per work week, depending upon their assigned department. Unless otherwise provided in collective bargaining

agreements or Civil Service Board provisions, regular full-time employment is at-will, and can be terminated by the Borough or the employee at any time and for any reason, without notice. Part-time employees are employees who regularly work less than 35 hours per week. Part-time employees may be requested to work additional hours without affecting or changing their part-time status. Part-time employees do not receive fringe benefits from the Borough but are, however, covered by Social Security, Worker's Compensation, and additional benefits if deemed appropriate by the Borough Council. Part-time employees may be terminated at any time and for any reason, without notice.

### **7.3. Regular Work Week**

A regular work week for all full-time employees other than police officers shall consist of five (5) consecutive, seven (7), seven and one-half (7-1/2), or eight (8) hour days, Monday through Friday. Employees covered by collective bargaining agreements should consult their agreement for specific work week hours. The regular work week is subject to change at the discretion of the Borough Manager.

### **7.4. Standard Work Day**

Full-time employees will work seven (7), seven and one-half (7-1/2), or eight (8) hours per day, depending on their assigned department. The standard work day is subject to change at the discretion of the Borough Manager.

### **7.5. Hours of Work**



Working hours for employees in the departments of Administration, Finance, and Planning/Zoning and Codes Enforcement are from 8:00 a.m. to 4:00 p.m. Monday through Friday.

The Department of Public Works' normal working hours are 7:00 a.m. to 3:30 p.m., Monday through Friday. Emergency Snow and Ice Control Services are provided, as needed, around the clock.

The Department of Police operates twenty-four (24) hours each day, seven (7) days per week. The Police administrative office is open from 8:00 a.m. to 5:00 p.m. Monday through Friday.

### **7.6. Job Descriptions**

The job descriptions are attached for all Non-Uniform Borough employees (Attachment A.A. – Q.Q.) All Uniform employees should consult their collective bargaining agreements for job descriptions.

**8.00**

## **HIRING/PROMOTION**

### **8.1. Hire Date**

The official hire date corresponds to the first working day at the Borough for both regular full-time and regular part-time staff employees. New employees will be photographed for purposes of employee identification.

### **8.2. Orientation**

The orientation of new employees is to be conducted by the Employee's supervisor and will include time with the Finance/Human Resources Director to complete required paperwork.

### **8.3. Physical Examination**

The Borough requires candidates to take a pre-employment, post-offer physical examination for the purpose determining whether the candidate can perform the essential function of the job offered with or without reasonable accommodation. The examination will be limited to those inquiries necessary to assess the candidate's ability to perform the specific essential functions of the job and the Borough is committed to engaging in the interactive process with candidates who request accommodation or whose medical examination indicates that the candidate is unable to perform an essential function.

**8.3.1.** Physical examinations and drug screens are required as a condition of employment.

**8.3.2.** Any employee returning to work after an absence of three or more consecutive days due to illness or injury must present a fitness for duty certificate from a treating physician confirming the ability of the employee to return to work with or without limitations or restrictions necessitating a reasonable accommodation.



### **8.4. Probationary Period of Employment**

Newly hired personnel are required to successfully complete a probationary period of employment. The length of the probationary period varies per department and each individual hired will be advised of its duration. This period allows the employee to adapt to their new

position and to learn the duties and responsibilities. The probationary period also allows the Borough to assess whether the new employee is suitable for the position.

Prior to the end of the probationary period, the immediate supervisor will submit a written report to the Borough Manager concerning the employee's development. The Borough Manager will review the evaluation of the probationary employee and render a decision regarding continuance of probation, appointment to regular employee status or termination. The Borough Manager has discretion to dismiss, with or without cause and with or without notice any new employee in the midst of, or at the end of the probationary period.

#### **8.4.1. Uniform and Equipment**



The Borough provides many of its employees with uniforms and equipment upon hiring. If an employee quits/resigns their position within the first year of employment, they are required to reimburse the Borough for the cost of all uniforms and equipment or as specified in the collective bargaining agreement and the Civil Service Board Rules and Regulations.

### **8.6. Performance Appraisals**

Performance evaluations provide valuable feedback to employees by measuring job performance against job expectations. Performance appraisals are part of an ongoing process and are normally completed on an annual basis. The performance appraisal system is integral to providing information for pay rates, employee training and promotions. Performance reviews also provide employees with an opportunity to discuss both positive and negative operational issues. Reviews shall be based on performance and not the personality of the individual.

Any area of improvement that has been identified shall be presented with the intent of improvement. Acceptable levels of performance should be outlined well in advance of the appraisal meeting. Each meeting should be documented to provide a permanent record of proceedings. In cases where performance is found to be unsatisfactory, follow-up meetings will be necessary to evaluate subsequent employee performance.

### **8.7. Resignation**

The Borough requests employees who wish to resign their position with the Borough to submit a written notice at least two (2) weeks in advance of their leaving. The notice should include: the reason for resignation, the individual's last anticipated working date and any accrued vacation time.

## 8.8. Resignation Checklist

Any employee who resigns his or her position should complete the following:

- 8.8.1. Return all keys from desks, files, office, Borough Building and/or vehicle.
- 8.8.2. Return all Borough issued equipment and clothing.
- 8.8.3. Clean out personal items from desks, work station and/or vehicle.
- 8.8.4. Return parking permit(s) to the Borough Manager.



If an employee fails to return any of the items outlined above, the final paycheck will be withheld until the items have been received. Employees are responsible for lost or damaged (beyond normal wear and tear) items.

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**9.00** **WORKFORCE REDUCTION**

The Borough will attempt to avoid workforce reductions. However, in the event of such action, separation of employees that are covered by collective bargaining agreements will be carried out in accordance with procedures established in the agreement.

The workforce reduction procedure for non-bargaining unit employees will consist of: a review of necessary employees needed to perform Borough functions, the qualifications of existing employees to perform the jobs, and the job performance of the employees and years of service.

Part-time, temporary, seasonal and probationary employees shall be laid off before regular full-time employees.

All reduction in force will be accomplished without regard to age, or other protected characteristics. The Borough of Brentwood will comply with the requirements of the Age Discrimination in Employment Act in the event it finds it necessary to engage in a reduction in work force.

**10.00** **SALARY AND WAGE ADMINISTRATION**

The Borough of Brentwood complies with the Fair Labor Standards Act. According to the Borough's job classification system, positions are graded according to responsibility and qualifications required of the position. Every classification has an established wage or salary range. If the employee has any questions concerning pay or classification, they should be referred to the Borough Manager.

Each pay period is two (2) weeks in length and the employee may expect to receive their paycheck on a bi-weekly basis. Paychecks will be received through direct deposit. Consideration will be made on a case by case basis for those employees who choose not to participate in the direct deposit system. Upon beginning employment all employees are asked to provide the Borough with the proper banking information, usually in the form of a voided check.

Each employee is also required to keep the Finance Department apprised of any changes in address and to provide information for an accurate computation of Federal and State withholding for income tax purposes.

## **10.1. Fair Labor Standards Act- Safe Harbor Policy**

### **10.1.1. Policy**

The Fair Labor Standards Act (FLSA) provides an exemption from both minimum wage and overtime payment for employees employed in bona fide executive, administrative, professional, computer and outside sales positions. To qualify for an overtime exemption, an employee generally must be paid no less than \$23,660 a year or \$455 per week on a salary basis. (This does not apply to teachers, lawyers, or medical personnel. Certain exempt computer employees may be paid at least \$455 on a salary basis or on an hourly basis at a rate not less than \$27.63 an hour.)

An exempt employee must receive his or her full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work and will not be paid unless appropriate accrued paid leave is utilized. If deductions are made from an employee's predetermined salary because of the employer's operating requirements, that employee is not paid on a "salary basis." If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

Deductions from pay are permissible when an exempt employee is:

- a. Absent from work for one or more full days for personal reasons, other than sickness or disability;
- b. In receipt of amounts such as jury or witness fees; or
- c. On an unpaid disciplinary suspension for one or more full days, imposed in good faith for workplace conduct rule infractions.

Also, Brentwood Borough is not required to pay an employee's full salary in the initial or final week of employment for penalties imposed in good faith for infractions of safety rules of major significance or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either a partial day or full day deduction may be made. Finally, as a public sector employer, Brentwood Borough operates under principles of public accountability, which permit deductions from the pay of an exempt employee for partial day or full day absences due to illness, injury or personal reasons when accrued paid leave is not used by an employee because:

- Permission for its use has not been sought or has been sought and denied;
- Accrued leave has been exhausted; or
- The employee chooses to use leave without pay, if such leave is available.

### **10.1.2. Complaint Filing**

Brentwood Borough has classified those positions that are considered to be "exempt." It is the policy of Brentwood Borough to comply with the "salary basis" requirements of the FLSA with regard to exempt employees. If you believe that an improper deduction has been made to your salary, you immediately should report this information to the, Finance/Human Resources Director.

### **10.1.3. Complaint Investigation**

Reports of an improper deduction from wages will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction.

## **10.2. Pay Corrections**

### **10.2.1. Underpaid**



If an employee notices an error in the amount received on their paycheck they are to notify the Finance Director. The Finance Director will have the pay corrected by the next pay period, or if necessary, special pay can be run to correct the error.

### **10.2.2. Overpaid**

If an employee has been overpaid they are to notify the Finance Director immediately. The Borough and the Employee will come to a mutual agreement on the process and time period that will be followed to reimburse the Borough.

## **10.3. Lost/Stolen Paychecks**

For employees not using the direct deposit system, if a paycheck is lost or stolen the employee is to notify the Finance Director as soon as possible. The Finance Director will stop payment on the lost/stolen check and then process a new check. Employees must allow 24-48 hours for the new check to be processed.

## **10.4. Deductions Due to Tardiness, Overuse of Leave, Absences without Leave and Disciplinary Action**

Loss of wages shall occur when a Borough employee fails to meet established standards of employment. These include, but are not limited to, the following:

- Tardiness
- Early Departure
- Absence Without Leave
- Disciplinary Suspension

It should be noted that docking of wages for tardiness or unauthorized leaves may be supplemented by further disciplinary action.

## **10.5. Deductions From Paychecks**

### **10.5.1. Statutory Withholdings**

Automatic and mandatory deductions from the employee's pay include Federal Income Tax, Social Security under the Federal Insurance Contribution Act (FICA), Pennsylvania State Income Tax, Local Earned Income Withholding Tax, State Unemployment Compensation Insurance, Brentwood Local Service Tax and Union Dues (where applicable).

### **10.5.2. Optional Deductions**

In addition to the required deductions, the employee may authorize additional deductions for the SHACOG Credit Union, Saving Bonds, Deferred Compensation, and supplemental insurance programs (where applicable). Optional and mandatory wage attachments will also be deducted from an employee's pay. These deductions may be made by completing the necessary forms supplied by the Finance Department and approved by the Borough Manager.

## **10.6. Overtime**

(FOR NON-EXEMPT EMPLOYEES UNDER THE FAIR LABOR STANDARDS ACT [FLSA]) Unless otherwise provided in collective bargaining agreements, work performed by non-union employees in excess of 40 hours per week will be paid at the rate of time and one-half the normal hourly rate. All overtime must be approved, in advance, by the Department Director and/or the Borough Manager. Any employee who works unauthorized overtime will be subject to discipline up to and including termination of employment.

### **10.6.1. Compensatory Time Off For Overtime**

Non-exempt employees, who are required to work on a holiday or who must participate in special overtime duties not included in the regular annual work program may be granted compensatory time off at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked in accordance with collective bargaining agreements or, for non-bargaining unit employees, pursuant to Borough policies before the overtime is worked. All overtime work must have the prior approval of the Department Director and/or Borough Manager. Compensatory time shall be administered in accordance with guidelines established in the Fair Labor Standards Act (FLSA).

## **10.7. Salary Increases**

Salary increases will be awarded as earned. This will be done in accordance with negotiated collective bargaining agreements if a contractual employee. Non-contractual employee salary increases will be determined through an evaluation process and approved by the Borough Manager and Council.

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## **11.00**

# **EMPLOYEE HEALTHCARE & RETIREMENT BENEFITS**

Employee benefits are summarized below. Any discrepancies between these summaries and the terms of the actual plans must be governed by the actual terms of the plan document. Because of the nature of the benefit plans, revisions may be made. The actual plans and summary plan descriptions are available in the Finance/Human Resource Director's Office. All employees with questions regarding the coverage or provisions of the benefit plans should consult their Department Director. If the Department Director cannot answer the question, it will be forwarded to the Borough Manager.



### **11.1. Health Benefits**

Regular full-time employees may choose to be covered by the Borough's Healthcare Plan. The Borough's Healthcare Plan may be revised and updated from time to time by Borough Council Resolution. A copy of the current Healthcare Plans are available in the Finance/Human Resource Director's Office. The Borough offers a premium conversion program for employees who wish to waive their health benefits. Please see section 11.2, Cafeteria Plan, below for the details.

Additional health care coverage for vision and dental is also provided in accordance with applicable collective bargaining agreements and Borough Council Resolution.

Employees are required to notify the Borough of any changes in the coverage of their spouse or dependents within 30 days using the Health Insurance Change Form (Attachment B).

### **11.2. Cafeteria Plan**

#### **11.2.1. Effective Date**

The provisions of this Borough of Brentwood Cafeteria Plan document (the "Plan") are effective January 1, 2010. This is a continuation of the Borough of Brentwood Cafeteria Plan.

### **11.2.2. Introduction**

Purpose of Plan: The purpose of this Plan is to provide employees the choice to receive either cash or benefits under one or more of the Welfare Plans.

Plan Status: This plan is intended to qualify as a "cafeteria plan" under IRC § 125, and is to be interpreted in a manner consistent with the requirements of that section and with the requirements of IRC §4980B (COBRA), IRC §9801 (HIPAA), and the Family and Medical Leave Act of 1993.

Relationship with HIPAA: To the extent possible without jeopardizing the Plan's status as a cafeteria plan under IRC § 125, and notwithstanding applicability to the Welfare Plans, this Plan is to be interpreted in a manner so that benefits under this Plan are excepted benefits under IRC §9831 and §9832(c), ERISA §732 and §733(c), and Public Health Service Act §2721 and §2791(c).

### **11.2.3. Definitions**

Whenever used herein, the following words shall have the following meanings unless the context clearly indicates otherwise:

"COBRA" shall mean the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Compensation" shall mean the total amount of compensation (prior to any salary reduction elections made under the Plan or any qualified transportation fringe benefit program under IRC §132(f)(4)) subject to federal income tax withholding which is paid to a Participant by the Employer for services rendered.

"Dependent" shall mean, for purposes of Section 11.2.5.7, any person who is a dependent within the meaning of IRC § 152, determined without regard to IRC §152(b)(1), (b)(2) and (d)(1)(B). For this purpose any child to whom IRC §152(e) applies shall be treated as a Dependent of both parents.

"Election Date" shall generally mean January 1 of each year. In the case of a newly-hired Employee, an Employee with a change in status (pursuant to Section 11.2.5.7) or certain other cases, Election Date shall mean the date of the first pay period to which the Employee's election shall apply under this Plan.

"Election Form" shall mean the form or forms provided to the Participants by the Plan Administrator, as described in Section 11.2.5.4, and used by the Participants in order to elect to receive cash or an optional benefit available under Section 11.2.5.1.

"Employee" shall mean any person who is or who was employed by the Employer (i) who is covered by a health insurance plan of the Employer, (ii) who is a full-time (40 hours per week) year round employee of Employer, and (iii) whom the Employer has agreed to offer an opt out provision for those persons who choose not to participate in a medical insurance plan of the Employer. The term shall specifically exclude leased employees described in Code Sections 414(n) and shall exclude employees on a leave of absence without pay.

Employee shall not include any person who at the time services are performed is not classified as a common law employee by the Employer even though such person may for federal income tax purposes, federal employment tax purposes, or any other purpose be reclassified by the Employer as a common law employee retroactive to the date when such services were performed by reason of administrative, judicial, regulatory, governmental, or other corporate action. Except in the case of a Retiree, a person will only be deemed to be an Employee if he is on the regular United States payroll of the

Employer. The determination of whether a person is an Employee for purposes of this Plan is at the sole and exclusive discretion of the Plan Administrator.

"Employer" shall mean the Borough of Brentwood, located in Allegheny County, Pennsylvania. The Employer may appoint representatives to act in its place.

"IRC" shall mean the Internal Revenue Code of 1986, as amended.

"Participant" shall mean any individual who participates in the Plan in accordance with Article Four unless an applicable Collective Bargaining Agreement prohibits the Employee from participating..

"Plan" shall mean the Borough of Brentwood Cafeteria Plan, as set forth herein and as may be amended from time to time.

"Plan Administrator" shall mean the party or parties appointed pursuant to Article Six to administer the Plan.

"Plan Year" shall mean each twelve (12) consecutive-month period ending on December 31.

"Welfare Plans" shall mean the health and welfare plans maintained by the Employer under which benefits are provided to employees. For purposes of Plan participation, the Welfare Plans are limited to health insurance coverage provided by the Employer.

#### **11.2.4. Participation**

##### **11.2.4.1. Start of Participation**



Each Employee who is a participant in one or more Welfare Plans shall automatically be a Participant in this Plan as of the first day that he becomes a participant in the Welfare Plan(s). If an Employee (who is otherwise eligible to participate in one of the Welfare Plans) elects not to participate

in any Welfare Plan, he shall become a Participant as of the Election Date next following his timely submission of an Election Form (Attachment C) as described in Section 11.2.5.4., or, in the case of a change in election as described in Section 11.2.5.7, no earlier than the first pay period beginning after the Election Form is completed and returned to the Plan Administrator. Former employees are not eligible to participate except to the extent such participation is mandated by law.

#### **11.2.4.2. Cessation of Participation**

A Participant will cease to be a Participant as of the earlier of:

- (a) the date on which the Plan terminates, or
- (b) the date on which he ceases to be an Employee eligible to participate under Section 11.2.4.1.

This subsection shall not apply to the extent that it conflicts with any applicable federal law.

#### **11.2.4.3. Reinstatement of Former Participant**

A former Participant will become a Participant again if and when he meets the eligibility requirements of Section 11.2.4.1.

#### **11.2.4.4. Relationship to Welfare Plans**

Eligibility to participate in this Plan does not imply or guarantee any right to participate in any of the Welfare Plans.

#### **11.2.4.5. Claims for Participation**

(a) Any individual (hereinafter called the "claimant") may file a written claim for participation in the Plan with the Plan Administrator. The Plan Administrator shall decide the claim and provide written notice of its decision to the claimant within a reasonable period of time following the Plan Administrator's receipt of the request for review, but not later than 90 days after receipt. If special circumstances require, the initial 90-day period may be extended by an additional 90 days. If such extension is necessary, written notice of the extension shall be provided to the claimant before the expiration of the initial period setting forth the circumstances requiring the extension and the date by which the Plan Administrator expects to decide the claim.



(b) The Plan Administrator shall provide to a claimant whose claim is denied in whole or part a written notice setting forth the following information:

- (1) the specific reason or reasons for the denial;
- (2) specific references to the pertinent provisions of the Plan on

which the denial is based;

- (3) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation why such material or information is necessary; and
  - (4) an explanation of the Plan's claim review procedures, including the applicable time limits.
- (c) In the event of a denial of a claim, the claimant may file a written request with the Plan Administrator for a full and fair review of his/her claim within 60 days after the receipt by the claimant of the notice of denial. In connection therewith, the claimant shall be entitled to review all relevant documents and to receive copies free of charge and to submit written documents, records and other information related to the claim and have the same taken into account whether or not previously submitted or considered.
- (d) If an application for review is timely filed, the Plan Administrator shall conduct a full and fair review of the claim and provide written notice of its decision on review to the claimant within a reasonable period of time following the Plan Administrator's receipt of the request for review, but not later than 60 days after receipt. If special circumstances require, the initial 60-day period may be extended by an additional 60 days. If such extension is necessary, written notice of the extension shall be provided to the claimant before the expiration of the initial period setting forth the circumstances requiring the extension and the date by which the Plan Administrator expects to decide the claim on review.
- (e) If the decision on the review of a claim is adverse, the Plan Administrator's notice of the decision shall set forth the following information:
- (1) the specific reason or reasons for the decision;
  - (2) specific references to the pertinent provisions of the Plan on which the decision is based; and
  - (3) a statement that the claimant is entitled to review all relevant documents and to receive copies free of charge
- (f) All interpretations, determinations and decisions of the Plan Administrator with respect to a claim for participation under the Plan shall be made in its sole discretion and the Plan Administrator shall be vested with the discretionary authority to interpret and apply the Plan with respect to its respective interpretations, determinations and decisions. The Plan Administrator's decision on review shall be final and conclusive.
- (g) A duly authorized representative of a claimant may act on behalf of the claimant in filing a claim for participation or requesting a review of any denial thereof. The Plan Administrator may establish reasonable procedures for determining whether an individual has been duly authorized to act on behalf of a claimant.

## **11.2.5. Optional Benefits**

### **11.2.5.1. Benefit Options**

A Participant may choose under this Plan to receive an opt-out payment or Employer provided health care subject to any applicable collective bargaining agreement limitation.

### **11.2.5.2. Relationship to Welfare Plans**

Although the election to receive the optional benefits described in Section 11.2.1 may be made under this Plan, the benefits will be provided not under this Plan but by the Welfare Plans. The types and amounts of benefits available under the Welfare Plans, the requirements for participating in such plans, and the other terms and conditions of coverage and benefits are as set forth from time to time in the Welfare Plans, and in the group insurance contracts and prepaid health plan contracts that constitute (or are incorporated by reference in) certain of those plans.

### **11.2.5.3. Election of Optional Benefit in Lieu of Health Care**

A Participant may elect under this Plan to receive any optional benefit described in accordance with the procedure described in Section 11.2.5.4. If a Participant elects the opt-out payment described, he will receive a cash payment established by the Employer as may be changed by the Employer from time to time.

### **11.2.5.4. Election Procedure**



Within a reasonable period of time prior to the Election Date, the Plan Administrator shall provide an Election Form (Attachment C) to each Participant and to each other Employee who may become a Participant by the Election Date. The Election Form shall contain the following information:

- (a) the name of the Employee;
- (b) the Plan Year, or other period of time, for which the election is effective;
- (c) a provision by which the Employee agrees to receive health care coverage or to waive health care coverage and receive cash; or
- (d) such other or different information as the Plan Administrator may deem necessary or appropriate, such as proof of marital and/or dependent child status, or proof of other medical coverage.

The Election Form shall be effective as of the applicable Election Date. Each

Election Form must be completed and returned to the Plan Administrator on or before such date as the Plan Administrator shall specify, which date shall be no later than the beginning of the first pay period for which the Participant's Election Form will apply.

#### **11.2.5.5. New Participants**

As soon as practicable after a new Employee begins employment, the Plan Administrator shall provide an Election Form to the Employee. The Election Form must be completed and returned to the Plan Administrator on or before such date as the Plan Administrator shall specify, which date shall be no later than the beginning of the first pay period for which the Participant's Election Form will apply.

#### **11.2.5.6. Failure to Elect**

A Participant failing to return a completed Election Form to the Plan Administrator on or before the specified due date for the Plan Year in which he will become a Participant, shall be deemed to have elected to receive health care coverage. A Participant failing to return a completed Election Form to the Plan Administrator relating to the optional benefits described on or before the specified due date for any subsequent Plan Year shall be deemed to have made the same election as was in effect as to such optional benefits just prior to the end of the preceding Plan Year.

#### **11.2.5.7. Change of Election by a Participant during the Plan Year**

- (a) In General: Except as provided under subsections (b) through (h), a Participant may not change an election made (or deemed to have been made) during the Plan Year to which the election applies. Any election change under subsections (b) through (h) below shall be on a prospective basis only (except, as appropriate, for elections under Section 11.2.5.7.(b)(5)), shall be effective not earlier than the first pay period beginning after the Election Form is completed and returned to the Plan Administrator, and shall be consistent with the event which creates the basis for changing the election. If there is a change in the Participant's share of the cost of the optional benefit described in Section .11.2.5.1 during the Plan Year, the election in effect will automatically continue to apply. An election change or termination will not be permitted unless the election change or termination is requested by the Participant no later than thirty-one (31) days after the date of the event which entitles the Participant to make the change.
- (b) Medical Coverage Elections: With respect to a Welfare Plan that provides medical coverage, election changes may be made under the circumstances described in (1) — (6) below:

- (1) Changes for court orders as described below:
- (i) An election change to provide coverage for a Participant's Dependent child will be permitted if a Qualified Medical Child Support Order defined in Section 609 of ERISA requires coverage under the Participant's plan; or
  - (ii) An election change to cancel coverage for the Participant's Dependent child will be permitted if a judgment, decree, or order resulting from a divorce, legal separation, annulment or change in legal custody (including a Qualified Medical Child Support Order defined in Section 609 of ERISA) requires the Participant's spouse, former spouse or other person to provide coverage for the child.
- (2) Entitlement to Medicare or Medicaid. If a Participant, spouse or Dependent becomes entitled to coverage (i.e., enrolled) under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines), an election change may be made to cancel coverage of that Participant, spouse or Dependent. In addition, if a Participant, spouse, or Dependent who has been entitled to such coverage under Medicare or Medicaid loses eligibility for such coverage, the Participant may make a prospective election to commence or increase coverage for himself, his spouse, or his Dependent.
- (3) Change in Status Events. A Participant may make an election change if one of the "Change in Status Events" described in (i) — (v) below occurs, the Change in Status effects eligibility under the Employer's plan, and the election change is on account of and corresponds to that Change in Status.



If the Change in Status Event is the Participant's divorce, annulment or legal separation, then an election change to cancel coverage for any person other than the Participant's spouse is not permitted. Likewise, if the Change in Status Event is the death of the Participant's spouse or Dependent or a Dependent's loss of eligibility, then an election change to cancel coverage for anyone other than that spouse or Dependent (as applicable) will not be permitted.

- (i) Legal Marital Status. Events that change the Participant's legal marital status, including marriage, death, divorce, legal separation, or annulment;

- (ii) Number of Dependents. Events that change the Participant's number of eligible Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
  - (iii) Employment Status. Any of the following events that change the employment status of the Participant, or the employment status of the Participant's spouse or Dependent: a termination of employment; a commencement of or return from an unpaid leave of absence; a change in worksite; or any other employment status change that results in a gain or loss of eligibility under an employer's plan (for example, a switch from hourly to salaried);
  - (iv) Dependent Satisfies or Ceases to Satisfy Eligibility Requirements. An event that causes the Participant's Dependent to satisfy or cease to satisfy eligibility requirements for coverage on account of attainment of age, student status or any similar circumstance;
  - (v) Residence. A change in the place of residence of the Participant, spouse or Dependent.
- (4) Changes Made by Spouse or Dependent during Open Enrollment. If a Participant's spouse or Dependent makes an election change under a plan maintained by his or her employer, the Plan Administrator may permit the Participant to revoke an election under this Plan and make a new election for the balance of the Plan Year that is on account of and corresponds with the election change made by the Participant's spouse or Dependent, if:
- (i) The election change made by the Participant's spouse or Dependent under his or her employer's plan satisfies the regulations and rulings under IRC Section 125; or
  - (ii) The period of coverage under the plan maintained by the employer of the Participant's spouse or Dependent does not correspond with the Plan Year of this Plan.
- (5) Changes to Medical Coverage for Special Enrollment Rights. An election change (including a retroactive election change) will be permitted if the new election corresponds with the special enrollment rights of IRC Section 9801(f) (dealing with the Health Insurance Portability and Accountability Act of 1996).
- (6) Significant Cost or Coverage Changes: This subsection applies only to changes in cost or coverage made by third-party providers or by other employers and is to be interpreted in accordance with

IRS reg. §1.125- 4(f). If the cost or extent of coverage provided by a third-party provider under the Welfare Plan significantly increases or decreases in the middle of a Plan Year, the Plan Administrator may permit all affected Participants to revoke their elections and to elect prospectively to receive coverage either from a different provider or under another coverage option from the same provider.

- (i) If a Participant's share of the cost of such coverage significantly increases during the Plan Year, the Participant may revoke his election and either elect a similar coverage for the balance of the Plan Year, or drop such coverage if there is no similar coverage available
- (ii) If a Participant, his spouse, or his Dependent, experience a significant curtailment in coverage during the Plan Year, the Participant may make a corresponding change in election under the Plan for the balance of the Plan Year as follows:
  - (A) For a significant curtailment that is not a loss of coverage, the Participant may revoke his election and elect a similar coverage for the balance of the Plan Year; or
  - (B) For a significant curtailment that is (or is deemed by the Plan Administrator to be) a loss of coverage, the Participant may revoke his election and either elect a similar coverage for the balance of the Plan.
- (iii) If during the Plan Year a new benefit option becomes available, or an existing benefit option is significantly improved, Participants may elect the new or significantly improved coverage, and may make corresponding election changes regarding similar coverage, for the balance of the Plan Year.
- (iv) If a Participant, his spouse, or his Dependent loses group health coverage sponsored by a governmental or educational institution, as described in IRS reg. §1.125-4(f)(5), the Participant may elect health coverage for the balance of the Plan Year for the Participant, his or her spouse or Dependent.

(c) Dental Coverage and Vision Coverage Elections: With respect to a Welfare Plan that provides dental coverage or vision coverage, election changes may be made for any of the events described in (b)(1), (b)(2), (b)(3), (b)(4) or (b)(6) of this Section 11.2.7.



(d) Disability, Life, and Accidental Death and Dismemberment Coverage Elections:

With respect to a Welfare Plan that provides disability, life, or accidental death and dismemberment insurance coverage, election changes may be made for any of the events described in (b)(3) and (b)(6) of this Section 11.2.7.

- (e) Change in Elections for Employees on Leave Under the Family and Medical Leave Act of 1993: A Participant on leave under the Family and Medical Leave Act of 1993 ("FMLA") has the right to revoke or change accident or health benefit elections under the same terms and conditions as are available under this Section 11.2.7. to Participants in the Plan who are not on FMLA leave. The new election must be consistent with whatever payment options ("pre-pay", "pay as you go", or "catch-up") he elects; the determination as to what payment options will be made available to the Participant will be made under the applicable Welfare Plan. Such Participant shall be permitted to choose to be reinstated in coverage upon returning from FMLA leave if the Participant's coverage terminated while on FMLA leave (either by revocation or nonpayment of premiums) on the same terms as prior to taking FMLA leave except that the Participant shall have no greater right to coverage for the remainder of the Plan Year than a Participant who has been continuously working during the Plan Year.
- (f) COBRA: Notwithstanding the above, if the Participant, his spouse, or his Dependent become eligible for continuation coverage under a Welfare Plan as provided in IRC §4980B or any similar state law, the Participant may elect to increase the benefit election for the balance of the Plan Year in order to pay for the continuation coverage.
- (g) Non-Discrimination: The Employer may limit a Participant's elections or contributions to any benefit or benefit program that is part of this Plan in order to satisfy any non-discrimination requirements related to highly compensated Employees.
- (h) Rehire: A Participant who separates from the service of the Employer during a period of coverage may revoke existing benefit elections and terminate the receipt of benefits for the remaining portion of the period of coverage. If the Employee should return to service within 30 days for the Employer during the same Plan Year, the Employee shall re-enroll with the same benefit elections prior to termination for the remaining portion of the Plan Year. If the Employee should return to service of the Employer after 30 days, but during the same plan year, the Employee may re-enroll with a new Election Form for the remaining portion of the Plan Year assuming all eligibility requirements are satisfied.
- (i) Notwithstanding the provisions of Article IV, no change shall be permitted unless provided for under the terms of this Plan, the terms of the Welfare Plans, and as permitted by law.

#### **11.2.5.8. Automatic Termination of Election**

An election made under this Plan (or deemed to have been made) shall automatically terminate on the date on which the Participant ceases to be a Participant in the Plan, although coverage or benefits may continue if and to the extent provided by the appropriate plan or program.

#### **11.2.5.9. Rights While on Military Leave**

Pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, an Employee on military leave will be considered to be on a leave of absence and will be entitled during the leave to the health and welfare benefits that would be made available to other similarly situated Employees if they were on a leave of absence. This entitlement will end if the Employee provides written notice of intent not to return to work following the completion of the military leave. The Employee shall have the right to continue his coverage, including any dependent coverage, for the lesser of the length of the leave or twenty-four (24) months. If the military leave is for a period of thirty-one (31) days or more, the Employee can be required to pay 102% of the total premium (determined in the same manner as a COBRA continuation coverage premium). If coverage is not continued during the entire period of the military leave because the Employee declines to pay the premium or the leave extends beyond twenty-four (24) months, the coverage must be reinstated upon reemployment with no pre-existing condition exclusions (other than for service-related illnesses or injuries) or waiting periods (other than those applicable to all eligible Employees). These rules apply to any optional benefit that is subject to COBRA.

### **11.2.6 Administration of Plan**

#### **11.2.6.1. Plan Administrator**

The Employer shall be the Plan Administrator of the Plan and its agent for service of legal process. The Employer may appoint an individual or individuals to act as Plan Administrator.

#### **11.2.6.2. Powers and Duties of Plan Administrator**

The administration of the Plan shall be under the supervision of the Plan Administrator. It shall be a principal duty of the Plan Administrator to see that the Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in the Plan without discrimination among them. The Plan Administrator will have full power to administer the Plan in all of its details, subject to applicable requirements of law. For this purpose, the Plan Administrator's powers will include, but will not be limited to, the following authority, in addition to all other powers provided by this Plan:

- (a) To make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan, including the establishment of any claims procedures that may be required by applicable provisions of law;
- (b) To interpret the Plan, its interpretation thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan;



- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;
- (d) To authorize the payment of benefits; and
- (e) To allocate and delegate its responsibilities under the Plan and to designate other persons to carry out any of its responsibilities under the Plan, any such allocation, delegation or designation to be in writing.

Notwithstanding the foregoing, any claim which arises under a Welfare Plan shall not be subject to review under this Plan, and the Plan Administrator's authority under this section shall not extend to any matter as to which an administrator under any other plan is empowered to make determinations under such plan.

#### **11.2.6.3. Agents and Expenses**

The Plan Administrator may employ to assist it in its duties and may rely upon the written certificates of any agent, counsel, accountant, investment manager, actuary or physician. The Plan Administrator shall be entitled to reimbursement by the Employer for all proper charges and expenses incurred in carrying out its duties under this Plan, including compensation of agents.

#### **11.2.6.4. Examination of Records**

The Plan Administrator will make available to each Participant such of his records under the Plan as pertain to him, for examination at reasonable times during normal business hours. However, the Plan Administrator shall have no obligation to disclose any records or information which the Plan Administrator, in its sole discretion, determines to be of a privileged or confidential nature.

#### **11.2.6.5. Reliance on Tables, etc**

In administering the Plan, the Plan Administrator will be entitled to the extent permitted by law to rely conclusively on all tables, valuations, certificates, opinions and reports which are furnished by, or in accordance with the instructions of, the administrator of a Welfare Plan, or by accountants, counsel or other experts employed or engaged by the Plan Administrator.

#### **11.2.6.6. Nondiscriminatory Exercise of Authority**

Whenever, in the administration of the Plan, any discretionary action by the Plan Administrator is required, the Plan Administrator shall exercise its authority in a nondiscriminatory manner so that all persons similarly situated will receive substantially the same treatment.

#### **11.2.6.7. Identification of Plan Administrator and Others**

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any employee serving as the Plan Administrator or as a member of a committee designated as the Plan Administrator (including any employee or former employee who formerly served as Plan Administrator or as a member of such committee), or who is (or was in the past) involved in any way in the Plan's administration, against all liabilities, damages, costs and expenses (including attorneys' fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission was in good faith.

#### **11.2.6.8. Paperless Technology:**

Except as otherwise provided by law or regulation, the Plan Administrator may use electronic media rather than paper to administer the Plan.



#### **11.2.6.9 Deadlines:**

If any deadline under the Plan falls on a Saturday, Sunday, or holiday, the deadline is extended until the next business day (unless such an extension is not permitted under federal law).

#### **11.2.6.10. Participant's Responsibilities**

Each Participant shall be responsible for providing the Plan Administrator and/or the Employer with the Participant's and each Dependent's or beneficiary's current address. Any notices required or permitted to be given hereunder shall be deemed given if directed to such address and mailed by regular United States mail. Neither the Plan Administrator nor the Employer shall have any obligation or duty to locate a Participant, Dependent, or beneficiary. In the event that a Participant, Dependent, or beneficiary becomes entitled to a payment under this Plan and such payment is delayed or cannot be made because:

- (a) the current address according to the Employer records is incorrect;
- (b) the Participant, Dependent, or beneficiary fails to respond to the notice sent to the current address according to Employer records;
- (c) of conflicting claims to such payments; or
- (d) of any other reason the amount of such payment, if and when made shall be that determined under the provisions of this Plan without payment of any interest or earnings.

## **11.2.7. Amendment or Termination of Plan**

### **11.2.7.1. Amendment of Plan**

The Employer reserves the power at any time or times to amend the provisions of the Plan to any extent and in any manner that it may deem advisable, by a written instrument adopted by Employer or by an authorized official of the Employer. No amendment may divest a Participant of a right to a benefit to which he has become entitled under the Plan.

### **11.2.7.2. Termination of Plan:**

The Employer has established the Plan with the bona fide intention and expectation that it will be continued indefinitely, but the Employer will have no obligation whatsoever to maintain the Plan for any given length of time and may discontinue or terminate the Plan at any time without liability. Upon termination or discontinuance of the Plan, all elections and reductions in Compensation related to the Plan shall terminate, and reimbursements shall be made in accordance with the provisions of the Plan.

## **11.2.8 Miscellaneous Provisions**

### **11.2.8.1. Information to be Furnished**

Participants shall provide the Employer and Plan Administrator with such information and evidence, and shall sign such documents, as may reasonably be requested from time to time for the purpose of administering of the Plan.

### **11.2.8.2. Nondiscrimination:**

The Plan is intended to be operated in a fashion so as not to discriminate in violation of IRC Section 125 in favor of Participants who are highly compensated individuals (within the meaning of IRC Section 125) as to eligibility to participate or contributions and benefits and so as not to provide more than twenty-five percent (25%) of all contributions or benefits to Participants who are key employees (within the meaning of IRC Section 125). The Plan Administrator may, in its sole discretion, suspend, reduce, or revoke the contributions, and/or benefits of any Participant who is considered to be highly compensated or a key employee at such time and in such manner as it deems necessary or appropriate to ensure that the Plan complies with the nondiscrimination requirements contained in IRC Section 125 or any similar rules which may be applicable to the Plan.

#### **11.2.8.3. No Guarantee of Tax Consequences**

The Plan is designed and is intended to be operated as a "cafeteria plan" under IRC § 125. Nonetheless, neither the Employer nor any fiduciary under the Plan shall in any way be liable for any taxes or other liability incurred by a Participant or anyone claiming through him by virtue of participation in this Plan.

#### **11.2.8.4. Limitation of Rights**

Neither the establishment of the Plan nor any amendment thereof, nor the payment of any benefits, will be construed as giving to any Participant or other person any legal or equitable right against the Employer or Plan Administrator, except as provided herein.

#### **11.2.8.5. Employment Rights**

This Plan shall not be construed to confer upon any Participant or other employee any right of employment or right to alter any contract of employment between the Employer and its employees. The Employer reserves and retains the right to deal with its employees, whether or not Participants, and to terminate their employment at any time, to the extent as though this Plan had not been created.

#### **11.2.8.6. Nonalienability**

The interests and benefits under this Plan of any Participant or beneficiary shall not be subject to assignment, alienation, pledge, attachment, garnishment, sequestration or other legal process, or to the claims of creditors.

#### **11.2.8.7. Severability**

If any provision of this Plan shall be held by judicial decision to be invalid and unenforceable, the valid and enforceable provisions which remain shall continue to be given effect and to bind the parties hereto.

#### **11.2.8.8. Law Governing**

This Plan shall be construed according to the laws of the Commonwealth of Pennsylvania, to the extent not pre-empted by the Internal Revenue Code of 1986, as amended from time to time, or other applicable federal laws.

#### **11.2.8.9. Word Usage**

Words used in the masculine shall apply to the feminine where applicable, and wherever the context dictates, the plural shall be read as the singular and the singular as the plural.

#### **11.2.8.10. Captions:**

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof

#### **11.2.8.11. Plan Interpretation**

The Plan Administrator has the authority and discretion to interpret the terms of the Plan, including the authority and discretion to resolve inconsistencies or ambiguities between the provisions of this document and any other document that forms a part of the Plan. However, the terms of this document may not enlarge the rights of a Participant, dependent, or beneficiary to benefits available under the Welfare Plans.

#### **11.2.8.12. Exclusive Benefit**

This Plan has been established for the exclusive benefit of Participants, dependents, and beneficiaries, and except as otherwise provided herein, all contributions under the Plan may be used only for such purpose.

#### **11.2.8.13. Qualified Medical Child Support Orders**

The Plan will comply with any Qualified Medical Child Support Order issued by a court of competent jurisdiction or administrative body that requires the Plan to provide medical coverage to a Dependent child of an Employee. The Plan Administrator will establish reasonable procedures for determining whether a court order or administrative decree requiring medical coverage for a Dependent child meets the requirements for a Qualified Medical Child Support Order. The additional cost of such coverage, if any, shall be borne by the Employee.

#### **11.2.8.14. Right of Recovery**

If the Plan has made an erroneous or excess payment to any Participant or Dependent, the Plan Administrator shall be entitled to recover such excess from the Participant or Dependent to whom such payments were made. The recovery of such overpayment may be made by offsetting the amount of any other benefit or amount payable by the amount of the overpayment under the Plan.

#### **11.2.8.15. Correction of Errors**

Notwithstanding anything to the contrary contained in the Plan, the Plan Administrator or its delegate is expressly empowered to correct any errors made in the administration of the Plan. Any such correction may be made retroactively.

#### **11.2.8.16. Repealer**

All prior resolutions or Light-Duty Policies are hereby repealed in whole or in part to the extent inconsistent herewith.

#### **11.2.8.17. Effective Date**

The provisions of this ordinance shall take effect on January 01, 2010 and shall remain in effect until rescinded.

### **11.3. Group Insurance**

Regular full-time employees are provided with group life insurance, long term disability insurance and AD&D (Accidental Death and Dismemberment Insurance) in accordance with either their collective bargaining agreement or the individual's employment agreement.

### **11.4. Social Security (FICA)**

Employees are also covered under the Social Security insurance program which is intended to provide workers with an income for disability or retirement. Also, under certain circumstances, there are survivor benefits. Regular payments are made by the Borough and the individual through payroll deduction.

### **11.5. Medicare**

Employees are covered under the Medicare Insurance Program. The program provides workers with health insurance coverage upon retirement. Both the Borough and the employee make contributions to the plan through payroll deductions.

### **11.6. Group Health Continuation Coverage under COBRA**

On April 7, 1986, a federal law was enacted (Public Law 00-272, Title X) requiring that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of the law. (Both you and your spouse should take the time to read this notice carefully.)

If you are an employee of the Borough covered by the Borough Group Health Plan, you have a right to choose this continuation coverage if you lose your group health coverage because of a reduction in your hours of employment, or the termination of your employment (for reasons other than gross misconduct on your part).

If you are the spouse of an employee covered by the Borough Group Health Plan, you have the right to choose continuation coverage for yourself if you lose group health coverage under the Borough Group Health Plan for any of the following four reasons:

1. The death of your spouse;
2. A termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment with the Borough;
3. Divorce or legal separation from you spouse; or
4. Your spouse becomes entitled to Medicare.

In the case of a dependent child of an employee covered by the Borough Group Health Plan, the employee has the right to continuation coverage if group health coverage under the Borough Group Health Plan is lost for any of the following five reasons;

1. The death of the employee;
2. A termination of the employee's employment (for reasons other than gross misconduct) or reduction in the employee's hours of employment with the Borough;
3. The employee's divorce or legal separation;
4. The employee becomes entitled to Medicare; or
5. The dependent child ceases to be a "dependent child" under the Borough Group Health Plan.

Under the law, the employee or a family member has the responsibility to inform the Borough Group Health Plan Administrator of a divorce, legal separation or a child losing dependent status under a Borough Group Health Plan within sixty (60) days of the date of the event. The Borough has the responsibility to notify the Plan Administrator of the employee's death, termination, and reduction in hours of employment or Medicare entitlement.

When the Plan Administrator is notified that one of these events has happened, the Plan Administrator will in turn notify you that you have the right to choose continuation coverage. Under the law, you have at least sixty (60) days from the date you would lose coverage because of one of the events described above to inform the Plan Administrator that you want continuation coverage.

If you do not choose continuation coverage on a timely basis, your group health insurance coverage will end.

If you choose continuation coverage, the Borough is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. The law requires that you be afforded the opportunity to maintain continuation coverage for thirty-six (36) months unless you lost group health coverage because of a termination of employment or a reduction in hours. In that case, the required continuation coverage period is eighteen (18) months. These eighteen (18) months may be extended for affected individuals to thirty-six (36) months from termination of employment if other events (such as death, divorce, legal separation or Medicare entitlement) occur during that eighteen (18) month period.

In no event will continuation coverage last beyond thirty-six (36) months from the date of the event that originally made a qualified beneficiary eligible to elect coverage. The eighteen (18) months may be extended to twenty-nine (29) months if a qualified beneficiary is determined by the Social Security Administration to be disabled (for Social Security disability purposes) at any time during the first sixty (60) days of COBRA coverage. This eleven (11) month extension is available to all individuals who are qualified beneficiaries due to a termination or reduction in hours of employment. To benefit from this extension, a qualified beneficiary must notify the Plan Administrator within thirty (30) days of any final determination that the individual is no longer disabled.

A child who is born to or placed for adoption with the covered employee during a period of COBRA coverage will be eligible to become a qualified beneficiary. In accordance with the terms of the Borough Group Health Plan and the requirements of federal law, these qualified beneficiaries can be added to COBRA coverage upon proper notification to the Plan Administrator of the birth or adoption.

However, the law also provides that continuation coverage may be cut short for any of the following five (5) reasons:

1. The Borough no longer provides group health coverage to any of its employee;
2. The premium for continuation coverage is not paid on time;
3. The qualified beneficiary becomes covered under another group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition the employee may have;
4. The qualified beneficiary becomes entitled to Medicare;
5. The qualified beneficiary extends coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the individual is no longer disabled.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) restricts the extent to which group health plans may impose pre-existing condition limitations. These rules are generally effective for plan years beginning after June 30, 1997. HIPAA coordinates COBRA's other coverage cut-off with these new limits as follows.

If you become covered by another group health plan and that plan contains a pre-existing condition limitation that affects you, your COBRA coverage cannot be terminated. However, if the other plan's pre-existing condition rule does not apply to you by reason of HIPAA's restrictions on pre-existing condition clauses, the Health Plan Administrator may terminate your COBRA coverage.

You do not have to show that you are insurable to choose continuation coverage. However, continuation coverage under COBRA is provided subject to your eligibility for coverage; the Borough Group Health Plan Administrator reserves the right to terminate your COBRA coverage retroactively if you are determined to be ineligible.

Under the law, you may have to pay all or part of the premium for your continuation coverage. Brentwood Borough requires that you pay your entire premium for your continuation coverage. There is a grace period of at least thirty (30) days for payment of the regularly scheduled period; qualified beneficiaries will be allowed to enroll in an individual conversion health plan.

For general information regarding your plan's COBRA coverage you can contact the Borough's Finance/Human Resources Director at 412-884-1500 x 115, 3624 Brownsville Road, Brentwood, PA 15227.

Also, if you have changed marital status, or you or your spouse have changed addresses; please notify the Plan Administrator at the above address.

## 11.7. Retirement Policies and Benefits

The Borough offers three separate retirement plans: The Non-Uniform Pension Plan, the Police Pension Plan and a 457 Retirement Plan. Refer to the Police or Non-Uniform Pension Plan Documents for the respective plan details (Attachments A.A.A and B.B.B) .

Depending upon the employee's age, length of service with the Borough and the terms of the applicable retirement plan, the amount of return that employees eligible for retirement benefits will receive, will vary upon retirement.

Additionally, life insurance benefits are provided to bargaining unit employees in accordance with their collective bargaining agreements.

## 11.8. Police Deferred Retirement Option Plan

### 11.8.1. Definitions

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

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

Member- A full-time Borough of Brentwood police officer covered by the Plan.

Participant- A member who satisfies the eligibility requirements set forth below and who has elected to participate in the DROP program.

Plan- The Borough of Brentwood Police Pension Plan adopted pursuant to Act 600.



## **11.8.2. Drop Provisions**

### **11.8.2.1 Eligibility.**

Effective June 1, 2009, Members of the Borough of Brentwood Police Association bargaining unit that have not retired prior to the implementation of the DROP program, may enter into the DROP on the first day of any month following the attainment of age 55 and the completion of 25 or more years of credited service with the Borough of Brentwood.

### **11.8.2.2. Written Election**

An eligible Member of the Plan electing to participate in the DROP program must complete and execute a “DROP Election Form” (Attachment E) prepared by the Borough of Brentwood Manager and/or the Plan Administrator, which shall evidence the Member’s participation in the DROP program, and document the Participant’s rights and obligations under the DROP. The form must be signed by the Member and the Chief Administrative Officer of the Plan and submitted to the Borough of Brentwood, within 30 days of the date on which the Member wishes the DROP election be effective. The DROP Election Form shall include an irrevocable notice to the Borough of Brentwood by the Member that the Member shall terminate from employment with Borough of Brentwood Police Department effective on a specific date no more than five (5) years from the effective date of the DROP election. In addition, all retirement documents required by the Borough of Brentwood Police Pension Plan Administrator must be filed with the Plan Administrator prior to entering the DROP.

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

Members shall be advised to consult a Tax Advisor, of their choice, prior to considering the DROP program, as there may be serious tax implications and/or consequences to participating in the DROP program.

The Member shall also complete a Beneficiary Designation Form, naming the beneficiary that shall receive his DROP account in the event that he dies before his DROP Account has been paid out. If you do not name a beneficiary your beneficiary will be deemed to be your survivor(s) as determined under Act 600’s return of contributions provisions.

**11.8.2.3. Limitation on Pension Accrual**

After the effective date of the DROP election, the Participant shall no longer earn or accrue additional years of continuous service for pension purposes.

**11.8.2.4. Benefit Calculation**

For all Plan purposes, continuous service of a Member participating in the DROP program shall remain as it existed on the effective date of commencement of participation in the DROP program. Service thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Borough of Brentwood Police Pension Plan. The average monthly pay of the Member for pension calculation purposes shall remain as it existed on the effective date of commencement of participation in the DROP program. Earnings or increase in earnings thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Plan. The pension benefit payable to the Participants shall increase only as a result of Cost-of-Living Adjustments (COLAs), if any, as provided in the Plan effective on or after the date of the Member's participation in the DROP program.

**11.8.2.5. Payments to DROP Account**

The monthly retirement benefits that would have been payable had the Member elected to cease employment and receive a normal retirement benefit shall, upon the Member commencing participation in the DROP program, be credited on the first day of each month into a separate ledger account established by the Plan Administrator to track and accumulate the Participant's monthly pension benefits. This account shall be designated the DROP Account. The DROP Account shall be credited with annual interest at a rate of 4.5% compounded and credited monthly. All interest credited to the DROP Account will be included in the final cash settlement.

**11.8.2.6. Early Termination**

A Participant may withdraw from the DROP program at any time and effectuate a complete retirement from service. No penalty shall be imposed for early termination of DROP participation. However, the Participant shall not be permitted to make any withdrawals from the DROP Account until DROP participation has ended.

**11.8.2.7. Payout**

Upon the termination of employment (for any reason whether by resignation, discharge or death) the retirement benefits payable to the Participant or by the Participant's beneficiary, if applicable, shall be paid directly to the Participant or beneficiary and shall no longer be credited to the DROP Account. Within thirty (30) days following the actual termination of a Participant's employment with Borough of Brentwood, the accumulated balance in the DROP Account shall be



paid to the Participant or his surviving beneficiary in a single lump-sum payment. Alternatively, the Participant's DROP Account shall be paid within 30 days to an eligible retirement plan under the Internal Revenue Code including to the custodian of an eligible retirement plan as defined in Section 402(c)(8)(b) of the Internal Revenue Code, or in the case of an eligible rollover distribution to the deceased Participant's surviving spouse, an eligible retirement plan that is an individual retirement account or an individual retirement annuity as described in Section 402(c)(9) of the Internal Revenue Code except that if Participant or beneficiary fails to elect a method of payment within 60 days of the Participant's employment termination date, the Plan shall pay the balance as a lump sum to the Participant or surviving beneficiary as set forth above. The form of payout selected by the DROP Participant or his beneficiary shall comply with the minimum distribution requirements of the Internal Revenue Code.

A distributee may elect to have an eligible rollover distribution paid directly to an eligible retirement plan by way of a direct rollover. For purposes of this paragraph, a "distributee" includes a Participant, a Participant's beneficiary, and a Participant's former spouse who is an alternate payee under a qualified domestic relations order. For purposes of this paragraph "eligible rollover distribution" has the meaning given the term by Section 402(f)(2)(A) of the Internal Revenue Code except that a qualified trust shall be considered an eligible retirement plan only if it accepts the distributee's eligible rollover distribution, and, in the case of an eligible rollover distribution to a surviving spouse, an eligible retirement plan is an "individual retirement account": or an "individual retirement annuity" as those terms are defined in Sections 408(a) and (b) of the Internal Revenue Code.

Regardless of the option selected by the Participant, the Borough has the right to accelerate payment in order to comply with Section 401(a)(9) of the Internal Revenue Code. There shall be no loans, hardship withdrawals or other such distributions while the Participant is employed by the Borough.

#### **11.8.2.8. Death**

If a Participant dies before the DROP Account balance is paid, the Participant's named beneficiary shall have the same rights as the Participant to withdraw the DROP Account balance. The monthly benefit credited to the Participant's DROP Account during the month of the Participant's death shall be the final monthly benefit for DROP participation.

#### **11.8.2.9. Killed-In-Service Survivor Benefit**

If a Participant is killed in service, the benefits are payable to survivors of a DROP participant killed in service as set forth in Act 51 of 2009.

#### **11.8.2.10. Disability**

If a Participant becomes eligible for a disability benefit from the Plan and terminates employment, the monthly normal retirement benefits of the DROP Participant shall terminate and his DROP Benefit will be payable as soon as



administratively feasible after his termination of employment. Any disability pension payable from the Plan in the event the Participant becomes disabled shall be based upon the Participant's compensation on the day before he commenced participation in the DROP.

**11.8.2.11. Non-pension Benefits of Active Employees**

A DROP Participant shall be eligible for pre-retirement benefits for employees including those benefits otherwise provided by law, including benefits under the Act of June 2, 1915 (P.L. 736, No. 338), known as the Worker's Compensation Act; the Act of June 28, 1935 (P.L. 477, No 93), referred to as the Enforcement Officers Disability Benefits Law; the Act of December 5, 1936 (2<sup>nd</sup> Sp. Sess., 1937P.L. 2897, No. 1) known as the Unemployment Compensation Law; the Act of June 24, 1976 (P.L. 424, No. 101) referred to as the Emergency and Law Enforcement Personnel Death Benefits Act; and the Public Safety Officers' Benefit Act of 1976 (Public Law 94-430, 42 USC 90 stat. 1347).

**11.8.2.12. Re-enrollment Prohibited**

A Participant shall be ineligible to re-enroll in the DROP even if former DROP Participant is re-employed by the Borough and becomes an active member in the Plan.

**11.8.2.13. Expenses**

Expenses such as actuarial and legal expenses to establish, operate and administer to the DROP shall, to the extent permitted under Pennsylvania law, be paid from the Plan not the Participant's DROP account.

**11.8.2.14. Participant Contributions**

Participants will not be required to make Member Contributions during their DROP participation period at the same rate as is required of Members pursuant to the terms of the Plans except as may be agreed to below.

**11.8.2.15. Non- Assignment**

None of the benefits, payments, proceeds, claims or rights of any Participant hereunder shall be subject to any claim of any creditor of the Participant nor shall any Participant have any right to transfer assign, encumber, or otherwise alienate, any of the benefits or proceeds which he may expect to receive, contingently or otherwise, under the DROP. Notwithstanding any restrictions on the time of distribution which would otherwise apply under the DROP, distributions may be made with respect to a domestic relations order recognized under state law.

**11.8.2.16. No Guaranty of Employment**

None of the rights, benefits or features of the DROP shall entitle a Participant to employment with the Borough.

#### **11.8.2.17. Automatic Closure to New Participants**

In no case shall the Borough be obligated to allow new entrants into the DROP in the event that the existence of the DROP requires the Borough to make any additional payments into the Plan at any time. Should it be determined that the existence of the DROP causes the Borough to make additional payments to the Plan the DROP will automatically be closed to new entrants and no Member shall be permitted to enter the DROP after the date of the determination. Any Participant at the time of the determination shall be allowed to complete his participation in the DROP until the DROP termination date he elected upon entering the DROP.

For the purposes of determining whether the existence of the DROP causes the Borough to make any additional payments into the Plan, the Borough at its sole discretion may at any time have an actuarial study performed that will compare actuarial studies of the Plan without a DROP to actuarial studies of the Plan with the DROP and compare the Borough's contribution to the Plan with the DROP to the Borough's contribution to the Plan, without the DROP. For the actuarial studies of the Plan including the DROP, any actuarial experience gains or losses associated with the existence and participation in the DROP will be considered. Included in the cost of the DROP is any stated aid lost by virtue of the existence of the DROP that is not replaced with Participant contributions to the Plan. In the event that actuarial studies show that the DROP is causing the Borough to contribute additional monies to the Plan, the Borough and the Bargaining Unit may agree to increase Member and Participant contributions to the Plan to the extent that the DROP no longer requires the Borough to make increased contributions to the Plan, in which case the DROP will not be automatically closed to new entrants.

*Drop Account Subject to Public Employees Forfeiture Act.* A Participant's DROP Account is subject to forfeiture as provided in the Act of July 8, 1978 (P.L. 752, No. 140), as amended, known as the Public Employees Forfeiture Act. Forfeitures shall be applied to reduce future Employer contributions.

#### **11.8.2.18. Amendment**

Any amendments to the DROP ordinance shall be consistent with the provisions covering deferred retirement option plans set forth in any applicable collective bargaining agreement or state or federal law, and shall be binding upon all future Participants and upon Participants who have balances in their DROP Accounts.

#### **11.8.2.19. Laws**

The DROP shall be construed pursuant to the laws of the Commonwealth of Pennsylvania.

### **11.8.3. Severability**

The provisions of this Ordinance shall be severable, and if any of its provisions shall be held to be unconstitutional or illegal, the validity of any of the remaining provisions of this Ordinance shall not be affected thereby. It is hereby expressly declared as the intent of the Borough of Brentwood that this Ordinance would have been adopted as if such unconstitutional or illegal provision or provisions had not been included herein.

### **11.8.4. Legislation and Law Changes**



In the event of the passage of legislation or decisions of the courts of Pennsylvania which is binding on the Borough governing DROPs in the Commonwealth of Pennsylvania, this Ordinance shall be amended to comply with any new legal requirements set forth therein including immediate termination of the DROP. In the event that the DROP is terminated under this Section, any Participant in the DROP shall be treated as if he never elected to participate in the DROP and instead continued as an active employee and a Member of the Plan.

### **11.8.5 Integration/Code Compliance**

The provisions of this DROP plan shall be integrated into the Brentwood Police Plan document together with the updated Internal Revenue Code provisions to make the Plan document compliant with the Internal Revenue Code as a governmental plan document.

## 12.00

## WORKERS' COMPENSATION POLICY & PROCEDURES

The Borough provides Workers' Compensation Insurance for all Borough employees. This includes all full-time and part-time Borough employees, as well as all EMS and Fire Department Employees. Workers' Compensation Insurance will provide wage loss and medical benefits to employees who cannot work, or who need medical care because of a work-related injury or illness, provided that certain guidelines are met.

Every employee at the start of their employment with the Borough, will be provided information on Workers' Compensation Insurance and will need to complete an "Employee Notice and Acknowledgement of Pennsylvania Workers' Compensation Act" form (Attachment F).

### 12.1. The Employee Responsibility



As an injured worker, the employee is responsible for the following things:

- Seek medical treatment if needed. The employee will need to inform the medical provider that their injury/illness is work related and complete the "Employer's Report of Occupation Injury or Disease" form and submit it to the Borough (Attachment G).
- All work-related injuries or occupational illnesses must be reported immediately to the employee's supervisor for recording purposes, whether or not medical attention is needed or if a worker compensation claim is filed.
- The employee will assist the supervisor in completing the Incident Report as soon as possible following an accident/illness.
- Employees must provide a note from the physician to his/her Supervisor or the Human Resources Department specifying the return to work status and restrictions, if any.
- Employees are expected to fully participate and cooperate in the process of identifying and/or developing appropriate return to work options that are considered to be medically suitable by the employee's attending doctor.
- Read each notice from Labor and Industry carefully. If there is any statement in the Notice which an employee believes is incorrect, it is their responsibility to write an appeal letter to Labor and Industry to ask for a correction.

Employees should keep a copy of every letter they send and Notice they receive.

## 12.2. Reporting

Report all workplace injuries to your Supervisor immediately and seek medical treatment if needed.



### Employee must submit:

- Report of “Employer Report of Occupation Injury or Disease” (Attachment G). This form is completed by the employee if they are able.

Policy requires that all (major and minor) injuries be reported within twenty-four (24) hours.

Prompt reporting eliminates delays in benefits to employees. For Injuries that occur over the weekend or after regular business hours (Monday thru Friday, 8:00 AM to 4:00 PM), reports should be completed and sent to the Human Resources Department the next regular working day after the accident. Please call 412-884-1500 ext. 115 to let the Finance/Human Resources director know about the injury and that the report is on the way.



## 12.3. Treatment

After the Borough Administrative office has been notified Borough Administration will review the paper work and report the injury to the Borough’s Workers’ Compensation Insurance Carrier. A claim number will then be issued. The employee is to take the claim number and seek medical attention with one of the Borough’s designated health care providers which are listed below in section 12.7

The employee is responsible for scheduling an appointment with one of the of the Borough’s designated health care providers. As per the Pennsylvania Workers’ Compensation Act the employee must continue to treat with one of the designated providers for 90 days from the date of the first visit. The employee may switch from one health care provider on the designated provider list to another on the list.

The employee has the right to seek treatment or medical consultation from a non-designated provider during the 90-day period, but these services shall be at the employee’s expense for the applicable 90 days.

An employee has the right to seek an additional opinion from any health care provider of their choice when a designated health care provider prescribes invasive surgery. If the additional opinion differs from the opinion of the designated health care provider and that opinion provides a specific detailed course of treatment, the employee shall determine which course of treatment to follow. If the employee opts to follow the course of treatment outlined by the additional opinion, the treatment shall be performed by one of the health care providers on the employer’s

designated list for 90 days from the date of the first visit to the provider of the additional opinion.

After 90 days, should the employee still need treatment, they may choose to continue with a provider on the designated providers list or they may seek treatment from a provider of their choosing. If the employee seeks treatment from a provider of their choosing, they must notify the employer of this action within five (5) days of their first visit to the health care provider of their choice. The bills will be paid if the employee has provided proper notice, if the provider files reports as required, and as long as the treatment is reasonable and necessary for the work-related injury. Provider reports must be filed within ten (10) days after the employee's first visit and at least once a month as long as the treatment continues.

During the course of treatment, if the employee receives any bills related to their treatment for the work-related injury they are to bring the bills to the Administrative office in order for them to be processed and paid.

## **12.4. Panel of Physicians**

The Panel of Physicians lists the Borough's designated healthcare providers who are available to treat employee work-related injuries and illness during the first 90 days of treatment.

The list of designated providers is posted in a prominent location that is accessible to all employees. In addition, supervisors can provide employees with a list of the designated providers.



## **12.5. Employee Benefits Under Workers' Compensation**

### **12.5.1. Medical Costs**

Medical care costs are covered, however, there are some medical services that require pre-authorization from the Department of Labor and Industries. For a list of these services, employees should contact the Workers' Compensation claims manager, whose name and information will be posted in the Borough Building.

### **12.5.2. Wage Replacement**

There is a three (7) day waiting period between the date of injury and the time worker's compensation wage replacement benefits begin, unless the employee is off for more than fourteen (14) days then benefits would start the day after the injury date. A physician must certify this time off. The employee can choose to use their paid leave during this period or use leave without pay.

Wage replacements are paid according to the current standards set by the Department of Labor and Industry.

## **12.6. Denial of Claim**

If the Insurance Carrier denies an Employee's workers' compensation claim, the Employee does have the right to request a hearing before a workers' compensation judge.

The Bureau of Workers' Compensation cannot provide legal advice: but employees may contact them for additional information at:

Bureau of Worker's Compensation  
1171 South Cameron Street, Room 103  
Harrisburg, PA 17104-2501  
Telephone number within Pennsylvania- 800.482.2383  
Telephone number outside of this Commonwealth- 717-772-4447  
TTY- 800-362-4228 (For hearing and speech impaired only)  
[www.dli.state.pa.us](http://www.dli.state.pa.us), Keyword: workers comp

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## **13.00**

# **HEART AND LUNG BENEFITS POLICY**

### **13.1. Scope**

Police officers that suffer work-related injuries may be eligible for Heart and Lung Benefits in accordance with Pennsylvania Law. Disputes concerning or relating to entitlement to benefits under the Heart and Lung Act, including both the initial eligibility for benefits and the continuing eligibility for benefits, shall be governed by the procedures set forth in this Article.

### **13.2. Treatment for Work Related Injuries**

The process for treatment of work-related injuries will follow the process as specified in Section 12.3 of the Manual.

### **13.3. Initial Claims for Benefits Under the Heart and Lung Act**

- a. An initial claim for benefits under the Act shall be filed, using the claim form provided by the Borough (Attachment H), by an officer within fifteen (15) working days of the occurrence of the injury giving rise to the claim. All employees of the Borough of Brentwood shall file claims with the Finance/Human Resources Director.
- b. The Finance/Human Resources Director will review the claim with the Borough Manager and the Police Chief and then make a written determination approving or denying any claim.
- c. All appeals under the Heart and Lung Benefits Policy proceed under the Local Agency Law.



### **13.4. Disputes Relating to Continuing Eligibility for Benefits (Including Termination, Suspension, or Modification of Benefits)**

- a. The Borough shall have the right to monitor an officer's absence, medical treatment and condition while the officer is receiving Heart and Lung Act benefits.
- b. Despite a grant or award of initial benefits, the Borough retains the right to challenge an officer's continued eligibility of Heart and Lung benefits, in whole or in part,

including but not limited to modification of benefits, suspension of benefits, reinstatement of benefits, termination of benefits, review of benefits, or any matter relating to medical examinations or medical treatment, reasonableness or relatedness of medical treatment, discovery of evidence or the meaning or application of the Act to the officer

- c. Benefits conferred pursuant to the Heart and Lung Act shall not be terminated without either the consent of the officer or an order resulting from a hearing.



**14.00 LEAVES OF ABSENCE**

There are various types of leave that are available to eligible, regular full-time Borough employees during employment with the Borough. For more specific information employees should consult their current Collective Bargaining Agreement, their Department Director or the Borough Manager.

**14.1. Annual Vacation Leave**



In order to request vacation time employees must fill out the “Vacation Request Form” (Attachment I) and submit it to the Finance/Human Resources Director for approval.

Non- Bargaining Unit Employee  
Regular full-time employees receive annual vacation leave, with pay, earned in accordance with their years of work at the Borough. The following chart details the vacation available to employees, unless specified differently in their individual employee agreements.

**Vacation Days**

Years of Employment	Days of Vacation
1-4	10
5-9	15
10-14	20
15 or more	25

A week’s vacation shall consist of five (5) working days or forty (40) hours’ pay at the employee’s straight time hourly rate. Vacation period to run from January 1 to December 31.

Employees may use vacation days in half-day increments with prior approval of Department Superintendent, which approval shall not be unreasonably denied.

Once vacations are scheduled and approved, they may not be changed except by mutual agreement between the Employer and the employee

Layoffs or absence due to illness not exceeding one hundred twenty (120) days shall not limit or abridge the employee’s right to full vacation with pay.

It is recognized that vacations are based on past service. Hence, when an employee has

completed a year of service in accordance with his anniversary date of hire, he shall be deemed to have earned his vacation pay even though he does not take vacation nor receive vacation pay at that time. Further, if his employment is terminated prior to his anniversary date of hire, he shall also receive vacation pay prorated in accordance with the number of months he worked since the last anniversary date of his employment to the date of termination.

All vacations must be taken during the current year.

Reimburse out of pocket expenses if Borough changes pre-approved vacation. The Employee is to provide documentation of expenses to the Employer.

If an employee, while on vacation leave, is hospitalized or becomes sick, their vacation leave may be charged to sick leave, if documented by a physician's certificate.

#### Bargaining Unit Employee

Bargaining unit employees shall receive leave in accordance with their respective collective bargaining agreement.

## **14.2. Holidays and Personal Days**

#### Non- Bargaining Unit Employee

Regular full-time employees shall receive one day off without loss of pay for each of the following eleven (11) holidays in each calendar year:

New Year's Day	Flag Day	Thanksgiving Day
Good Friday	Fourth of July	Day After Thanksgiving
Memorial Day	Labor Day	Christmas Day
Veterans' Day	Employee's Birthday	

When a holiday falls on a Sunday, the following Monday shall be observed as a holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday within the employee's scheduled work week.

Additionally, employees are granted four (4) personal days unless specified differently in their individual employee agreements.

#### Bargaining Unit Employee

Bargaining unit employees shall receive holidays and personal days in accordance with their respective collective bargaining agreement.

### 14.3. Sick Leave

Presentation of a certificate from a physician is required for paid sick leave extending beyond three (3) consecutive working days unless otherwise provided in an applicable collective bargaining agreement.



In cases where absence due to illness is frequent but such days of absence are not necessarily consecutive, by request of the Department Director, an employee may be required to present a physician's certificate substantiating such illness, either from his or her personal physician or from a physician designated by the Borough. If a medical certificate satisfactory to the Department Director and Borough Manager is not provided, the sick leave will be charged to vacation leave or to unpaid leave, and the employee may be subject to further disciplinary action.

Sick leave will not be granted for any reason other than illness or injury. Abuse of sick leave privileges will subject employees to disciplinary action. Employees must exhaust their sick leave prior to utilizing the sickness and accident benefits and/or long-term disability benefits provided under contracts or individual employment agreements.

#### Non- Bargaining Unit Employee

Regular full-time employees receive twelve (12) sick days per year. Up to 60 sick days may be accumulated by an employee. This policy is followed unless an employee agreement specifically states otherwise.

#### Bargaining Unit Employee

Bargaining unit employees shall receive leave in accordance with their respective collective bargaining agreement.

### 14.4. Emergency Leave

#### Non- Bargaining Unit Employee

Regular full-time employees may receive leave, with pay, for catastrophic accidents or serious illness in the immediate family for a period of time not to exceed five (5) consecutive days. Emergency leave must be approved by the Borough Manager prior to taking said leave.

#### Bargaining Unit Employee

Bargaining unit employees shall receive leave in accordance with their respective collective bargaining agreement.

## 14.5. Bereavement Leave

Bereavement leave must be approved by the Department Director and the Borough Manager prior to taking said leave.

### Non- Bargaining Unit Employee

Regular full-time employees may receive leave, with pay, for death in the immediate family for a period of three (3) consecutive days. Immediate family shall be defined as the employee's legal spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother or sister, natural grandparents or grandchildren.

The employee may receive leave, with pay, for a period of one (1) day in the event of the death of an employee's current brother-in-law, current sister-in-law, first cousin, aunt, uncle, niece or nephew,

### Bargaining Unit Employee

Bargaining unit employees shall receive leave in accordance with their respective collective bargaining agreement.

## 14.6. Jury Duty

### Non- Bargaining Unit Employee



An employee called for service on a jury will be granted leave with full pay, less any compensation received for jury duty, for the duration of the period for which they serve, without charge against annual vacation leave. Parking or mileage fees will be retained by the employee.

### Bargaining Unit Employee

Bargaining unit employees shall receive leave in accordance with their respective collective bargaining agreement.

## 14.7. Military Leave

The Borough complies with both state and federal law with respect to military leaves of absence, including the reemployment provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable provisions of the Pennsylvania Military Leaves of Absence Act (PAMLAA) and other applicable laws. Borough employees are entitled to 15 days of military leave with pay per calendar year in most circumstances. Where additional paid leave or unpaid leave for military duty is required by law it shall be granted.



### Bargaining Unit Employee

Bargaining unit employees shall receive leave in accordance with their respective collective bargaining agreement.

## **14.8. Leave to Attend a Course/Workshop/Seminar**

### Non- Bargaining Unit Employee

The Borough seeks to support its employee's efforts to stay current and up to date on all the procedures and policies utilized in their field. If an employee believes that attending a Course/Workshop/Seminar will help them develop skills and assist them in the performance of their job at the Borough they must ask for approval from their Department Head and Borough Manager in order to be eligible to receive funding. Information on reimbursements is found in section 20.10.

The Employee must maintain employment with the Borough for 1 year after any continuing education credits or after any classes leading to government licenses and/or professional certifications that were paid for by the Borough. If the Employee terminates employment with the Borough less than one (1) year after the course they must reimburse the Borough.

### Bargaining Unit Employee

Bargaining unit employees shall receive leave in accordance with their respective collective bargaining agreement.

## **14.9. Non-Medical Leave Without Pay**

### Non- Bargaining Unit Employee

With the approval of the Department Head and the Borough Manager, leave without pay may be granted for a period not to exceed four (4) consecutive weeks. Written requests for leave without pay in excess of four (4) weeks and not more than one (1) year, may be given special consideration by the Borough Manager. No leave without pay for more than one (1) year shall be considered. The request for leave shall specify the date of return to work. If it is not possible for the Borough to restore the employee to his or her former position, the employee will be offered any available position suitable to his or her skills, training and ability at the discretion of the Borough Manager, unless circumstances have so changed as to make it impossible or unreasonable to re-employ the employee. If an employee does not contact the Borough regarding return to work at the conclusion of the leave of absence, this will be deemed a voluntary resignation.

### Bargaining Unit Employee

Bargaining unit employees shall receive leave in accordance with their respective collective bargaining agreement.

## **14.10. Petty Leave**

Petty leave shall not be permitted for hourly employees. Absence from work for a portion of a morning or afternoon shall be charged as one-half (1/2) day of unexcused leave, and absence for more than four (4) hours shall be charged as one (1) full day of unexcused leave without pay, and appropriate deductions shall be made.

## 14.11. Family Leave

### A. Eligibility and Leave Requirements

1. Brentwood Borough is covered under the Family and Medical Leave Act of 1993, as amended (“FMLA” or “Act”). In instances where Brentwood Borough has 50 or more Brentwood Borough employees on the payroll, employees may be eligible for benefits under the FMLA. This policy also covers employees who may be a part of a collective bargaining unit. This policy is not meant to conflict with the terms or conditions of any CBA and if such conflict occurs, the terms of the CBA prevail. For purposes of this policy, FMLA leave includes leave for covered service members unless otherwise indicated.
2. Any Brentwood Borough employee with at least one (1) year of service and who has worked at least 1,250 hours in the last 12 months will be eligible to take up to 12 workweeks of FMLA leave during a 12-month period for any of the following reasons:
  - a. The birth of a son or daughter and in order to care for such son or daughter (leave must be taken and completed within 12 months after birth), or
  - b. The placement of a son or daughter with the employee for adoption or foster care and in order to care for the newly placed son or daughter (leave must be taken and completed within 12 months after placement), or
  - c. To care for a spouse, son, daughter, or parent with a serious health condition, or
  - d. An employee’s own serious health condition that makes the employee unable to perform the functions of his/her job, or
  - e. A qualifying exigency arising out of the fact that the employee’s spouse, son/daughter or parent (but not in-law) is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. The term “covered active duty” means (i) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (ii) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in.
3. Any Brentwood Borough employee with at least one (1) year of service and who has worked at least 1,250 hours in the last 12 months and who is the spouse, son, daughter, parent or closest blood relative of a covered servicemember will be eligible for up to twenty-six (26) workweeks of Servicemember Family Leave during a single 12 month period to care for a service member who is (a) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious



injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

4. If an employee has been previously employed by Brentwood Borough, but has had a break in service of seven (7) years or more, that employee's past service with Brentwood Borough is not counted for FMLA eligibility purposes, EXCEPT:
  - a. Where the break in service was due to fulfillment of the employee's military obligations in either the National Guard or the Reserves; or
  - b. Where leave of more than seven (7) years is approved in a Collective Bargaining Agreement or other written document that concerns Brentwood Borough's intent to rehire the employee.
5. During the single twelve (12) month period described in Paragraph A.3, an eligible employee shall be entitled to a combined total of twenty-six (26) workweeks of leave under Paragraphs A.2 and A.3 Nothing in this paragraph shall be construed to limit the availability of leave under Paragraph A.2 during any other twelve (12) month period.
6. The twelve-month period under Paragraph A.2 is calculated on a rolling basis beginning on the first day of eligible leave counting backwards twelve months from that date. Regardless of the method used by Brentwood Borough to calculate the 12-month period in Paragraph A.2, Brentwood Borough must always calculate the "single 12-month period" for the care of a covered service member (Paragraph A.3) beginning on the first day of leave and ending 12 months thereafter.
7. FMLA leave for birth or placement under A.2.a and A.2.b must be taken at one time in consecutive days or weeks. Leaves of absence due to serious health conditions under A.2.c and d and covered service member leave, Paragraph A.3, may be taken intermittently or on a reduced schedule, when medically necessary, and provided the employee complies with the procedures as set forth in Paragraph B.4.
8. If both spouses are employed by Brentwood Borough and are otherwise eligible for FMLA leave, they are permitted to take only a combined total of 12 workweeks leave during any 12 month period for reasons set forth in A.2 a-c, or a combined total of 26 workweeks of leave during any single 12 month period for reasons set forth in Paragraph A.3 a-c.
9. Employees are required to first utilize any accrued vacation time and personal days as part of their twelve (12) workweeks of FMLA leave, or 26 workweeks of service member leave. Employees requesting FMLA leave due to their own serious health condition must first utilize any accrued sick leave, in addition to accrued vacation and personal leave, as part of their 12-week FMLA leave. Once accrued paid leave has been exhausted, the remainder of any FMLA leave shall be unpaid.
10. Any employee using unpaid FMLA leave shall not be entitled to holiday, bereavement, or jury duty pay while on such leave.

11. During any period of FMLA leave, Brentwood Borough will continue to make premium payments to maintain an employee's health care coverage under the same terms and conditions as in existence on the date leave begins, or as changed during the period when the employee is on leave. However, this does not eliminate the requirement of employee co-payments for those employees who normally have co-payments towards their insurance coverage. Provisions for employee co-payments will be made at the time of leave request. If any co-payment is more than thirty (30) days past due, Brentwood Borough will terminate health care coverage for the duration of the leave period. Coverage will be restored upon return to work.
12. Brentwood Borough will be entitled to recoup the costs of providing health care coverage for an employee during the leave period if the employee fails to return to work at the conclusion of his/her FMLA leave period. This obligation does not apply in a situation where Brentwood Borough grants an additional leave of absence and the employee subsequently returns to work or where the employee is unable to return to work for reasons beyond his/her control.

**B. Employee Responsibility**

1. When requesting FMLA leave whether paid or unpaid, a 30-day advance written notice is required where the necessity for leave is foreseeable (Attachments J-O). Where the need for leave is not foreseeable, the employee must provide such notice as soon as practical (within one or two days of discovering the need for leave). Failure to provide such notice may result in the employee's leave being delayed or denied.
2. The notice referred to in B.1 shall include sufficient explanation of the reason for leave, the date on which leave is anticipated to begin, and the anticipated duration of the leave.
3. Employees requesting leave pursuant to Paragraphs A.2 c, d and A.3 must, in conjunction with their relevant health care provider, submit medical certification of the need for leave prior to the start of the leave. Failure of the employee to provide the completed forms to Brentwood Borough within fifteen (15) days of Brentwood Borough's request for such forms may result in denial of leave until certification is provided or revoking an employee's entitlement to continued leave. An employee shall have seven (7) days to correct an incomplete or insufficient medical certification from the date the employee is notified of such a deficiency by the employer. Employees will be required to provide recertification of the serious health condition consistent with the Act. Brentwood Borough may request additional certification set forth in the regulations (§§825.309 (a-d), 825.310(c)) from an employee requesting leave to care for a covered Service member or an employee requesting leave for a qualifying exigency.
4. Employees requesting an intermittent leave or leave on a reduced schedule due to a serious health condition under Paragraph A.2 c, d or a serious injury or illness of a covered service member under Paragraph A.3 must first make a reasonable effort to schedule any treatment so as to not unduly disrupt the operations of Brentwood Borough (if such need is reasonably foreseeable) and provide as part of the medical certification from the health care provider a statement as to why such leave is medically necessary. A medical certification form may be obtained by contacting the

Finance/Human Resources Director or by obtaining a form from the U.S. Department of Labor. The U.S. Department of Labor provides forms online at <http://www.dol.gov/whd/fmla/index.htm>. (located under “Forms” heading)

5. Employees are required to notify Brentwood Borough of their intent to return to work every thirty (30) days and, where applicable, are required to recertify their medical certification:
  - a. Every 30 days in connection with an absence; or
  - b. At the expiration of the minimum duration for the condition set forth in the certification or every 6 months, whichever occurs first.

Recertification may be required sooner as set forth in the Act.

6. Employees returning from a leave due to their own serious health condition must provide a “Fitness for Duty/Return to Work” certification from their health care provider prior to reinstatement if such certification is routinely required for employees returning from other forms of medical leave.

C. **Brentwood Borough Responsibility**

1. Within five (5) business days of an employee’s request for FMLA leave, Brentwood Borough must provide the employee with an eligibility notice explaining whether the employee is eligible for FMLA leave, and if not, why leave is not available. Brentwood Borough shall designate any leave as FMLA leave in writing upon receiving sufficient information to determine that the leave qualifies, shall notify the employee of the amount of leave counted against the employee’s FMLA entitlement and shall also inform the employee of this fact and of any paid vacation, personal or sick time that must be used as part of the twelve (12) week FMLA leave, or 26 week Service member Family Leave.
2. If Brentwood Borough has reason to doubt the validity of any medical certification provided, Brentwood Borough may, at its own expense, require a second opinion of a health care provider approved or designated by Brentwood Borough, so long as the provider is not employed on a regular basis by Brentwood Borough. If there are conflicting medical opinions, a third opinion, which will be final and binding on both Brentwood Borough and the employee, may be required by Brentwood Borough, at Brentwood Borough’s expense, from a health care provider approved jointly by Brentwood Borough and the employee. In addition, Brentwood Borough may seek clarification or authentication of a medical certification or recertification from the health care provider.
3. An employee who requests intermittent leave or a reduced leave schedule that is foreseeable based on planned medical treatment may be temporarily transferred, at Brentwood Borough’s option, to an alternate position having equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

4. Brentwood Borough will be responsible for keeping records required under the FMLA and for ensuring that all medical information is kept in a separate file which will be kept confidential except as required to coordinate the employee's leave.

**D. Restoration of Employment**

1. Employees returning from a FMLA leave are generally entitled to be restored to their previous position or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. An employee will not be reinstated if he/she otherwise would not have been employed at the time reinstatement is requested. Brentwood Borough is not obligated to reinstate any employee whose job position is eliminated while on leave.
2. Employees designated by Brentwood Borough as "Key" employees may be denied restoration if necessary to avoid substantial grievous economic injury to Brentwood Borough's operations, in accordance with the express provisions of the FMLA. These key employees are among the ten percent most highly compensated salaried employees and will be notified of their status as key employees at the time they make their leave request. If it is anticipated that it may be necessary to deny restoration to a key employee, Brentwood Borough will notify that employee and offer him or her an opportunity to return to work. If that employee elects not to return to work, Brentwood Borough will nevertheless reconsider at the end of the leave whether or not it will be possible to reinstate that employee without suffering substantial and grievous economic injury.

**E. Notification of Rights**

2. "Brentwood Borough will not interfere with, restrain or deny the exercise of any right provided under the FMLA. Brentwood Borough will not discharge or discriminate against any person for opposing any practice made unlawful by the FMLA nor will it discriminate against or discharge any person because of involvement in any proceeding under or related to the FMLA. The Secretary of Labor is authorized to investigate, attempt to resolve complaints and violations, and may bring an action in any federal or state court against Brentwood Borough for violating FMLA. The FMLA will be enforced by the Department of Labor's Wage and Hour Division. An eligible employee may also bring a civil suit for violation of the FMLA. It should be noted that the FMLA does not affect any federal or state law prohibiting discrimination, nor does it supersede any state or local law which provides for greater family or medical leave benefits. The FMLA does not affect Brentwood Borough's obligation to provide greater leave benefits that are required under a collective bargaining agreement or employee benefit plan or contract. No rights provided for under the FMLA may be diminished or waived by agreement, plan or contract. A copy of your rights under the FMLA is posted within Brentwood Borough offices. Questions concerning the FMLA or your leave benefits should be directed to the Finance/Human Resources Director.

## 14.12. Maternity Related Absences



The Borough will not discriminate against any employee because of her pregnancy or a pregnancy- related medical condition. Employees affected by pregnancy, childbirth or related medical conditions shall be treated the same for all employment related purposes as persons with a short term disability for non-pregnancy related reasons.

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**15.00**

## **SAFETY IN THE WORKPLACE**

The prevention of accidents is not someone else's concern - it is the concern of the Borough employee. Accidents can be reduced only when every employee knows, accepts and carries out accident prevention as his or her responsibility. Proper lifting, wearing safety equipment when appropriate and watching out for others are but a few of the responsibilities of the Borough employee. Good housekeeping is also a part of everyone's job; it is a part of running a safe and efficient Borough. Keeping the work area in a safe condition through proper maintenance of property and equipment is also important. A neat and orderly work area helps prevent unnecessary accidents and assures a more pleasant place in which to work.

Employees are to perform all assigned tasks in the safest possible manner and report unsafe conditions to their immediate supervisor so corrective action can take place. If an accident should occur, employees must report the incident immediately to their immediate supervisor.

The Borough encourages all employees to learn, accept and obey all safety regulations and to comply with safe work practices. All drivers of Borough vehicles and their passengers are required to wear safety belts in accordance with the laws of the Commonwealth of Pennsylvania.

### **15.1. Accident, Injury and Incident Reporting**

In the event of an accident or injury to a Borough employee, injury to a citizen by Borough operations or damage to property related to Borough operations, employees must contact their Department Director immediately. This includes any fatalities occurring on Borough property whether involving an employee or not. Immediate notification is vital to the proper management of the incident, as well as to cause the necessary procedural steps to be taken.

### **15.2. On-The-Job Injury Procedures**

If any employee suffers a work-related injury the employee's health and well-being are the Borough's first concern. The following procedures apply to all employees, both full-time and part-time.



#### **15.2.1. Serious Injuries**

If the injury is of a serious nature and requires the assistance of an ambulance or rescue personnel, the appropriate emergency service providers should be contacted immediately.

Any employee who is a witness should notify the injured employee's Supervisor of the injury. The Supervisor or Department Director should complete the "Employee Report of Occupational Injury or Disease" form (Attachment G), and submit it to the Borough Administrative office as soon as possible on behalf of the injured employee.

After the emergency, if the injury is covered under Workman's' Compensation, follow-up treatment must be sought at one of the designated health care providers as specified in section 12.0.

#### **15.2.2. Non-Emergency Injuries**

If the injury is of a less serious nature the Employee must report their injury to their supervisor. The Employee must complete the "Employee Report of Occupational Injury or Disease" form (Attachment G), and submit it to the Borough Administrative office as soon as possible. If the injury occurs after hours or over the weekend the paperwork is to be submitted to the Administrative office the next business day.

#### **15.2.3. Information Regarding all Injuries**

Failure to notify the Borough Administration Office in a timely manner may result in a loss of workers' compensation benefits. If in doubt, notify your supervisor or Department Head immediately.

If a police report was completed in reference to the accident and/or injury, please make sure that Borough Administration is aware of this so that a copy of the police report can be requested.

#### **15.2.4. Workers' Compensation Claims**

Borough employees who suffer an injury or illness might be covered under the Borough's Workers' Compensation Insurance. For specific details regarding the Workers' Compensation Policy and Procedures please refer to section 12.00.

#### **15.2.5. Heart and Lung Benefit Claims**

Police officers who suffer work-related injuries might be eligible for Heart and Lung Benefits. For information relating to entitlement to benefits under the Heart and Lung Act, including both the initial eligibility for benefits and the continuing eligibility for benefits, please refer to section 13.00.

### **15.3. Procedures For Reporting Vehicular or Equipment Accidents**

In the event an operator of a Borough vehicle is involved in an accident, regardless of the severity, the Borough Police Department should be called to the scene and is required to prepare a report. If the accident takes place outside the Borough's borders, a police office or that jurisdiction should be contacted.

If a Borough vehicle is disabled as the result of the accident, the driver shall notify his Department Director as soon as possible.

The operator of the vehicle or equipment shall complete and submit to the Borough Administrative office an accident report (Attachment P) no later than the end of the workday or shift on which the accident occurred, except when they are unable to do so by reason of hospitalization or some other circumstances, in which case it shall be the responsibility of the employee's immediate supervisor.

## 15.4. Hazardous Materials Communication Standards



In accordance with the passage of the Pennsylvania Worker and Community Right To Know Act of 1984, employees of the Borough should be made aware of certain properties of potentially harmful materials which they may encounter during the course of their work activities. The Borough maintains Hazardous Material Safety Data Sheets (MSDS) on a number of hazardous materials utilized by Borough departments.

Employees should be familiar with the types of potentially hazardous materials typically used in their department. It is the right and duty of each employee to inquire about materials encountered on the job. Concerns about a particular hazard should be directed to an employee's immediate supervisor or Department Director. Employees may see pertinent Material Safety Data Sheets upon request. If an employee feels the situation has not been handled in a satisfactory manner, they maintain the right to stop work until the issue has been properly addressed.

Employees must make sure the transfer and storage of potentially hazardous materials is conducted in a safe manner. All containers must be properly marked to indicate their contents.

Further information regarding the Right To Know Act may be obtained by contacting your Department Director or Borough Manager.

## 15.5. Seat Belt Usage

All Borough employees operating or riding in Borough vehicles equipped with seat belts shall wear the seat belts at all times.



## 15.6. Cell Phone Use While Operating Equipment/Vehicles

All Borough employees are prohibited from using cell phones for calls, texting, internet searching, GPS functions, etc. while driving any Borough vehicle or operating any equipment or while driving their personal vehicle during Borough work.

Additional cell phone policies are specified in section 22.4, Cell Phone Use.

## **15.7. Safety Committee**

The Borough has established a Safety Committee to ensure that every reasonable effort is made in the interest of safe working conditions, safe premises, and the prevention of accidental injuries and illnesses.

The Committee meets once a month and has at least two employer representatives and an equal or greater number of employee representatives.

If any Borough employee has a safety concern, they are encouraged to submit their concern to the Safety Committee for review.

**16.00** **LIGHT DUTY POLICY**

The Light Duty policy applies to all Departments of the Borough except for those employees in the Police Department that are members of a collective bargaining unit and are covered by a collective bargaining agreement.

### **16.1. Light Duty Assignments**

A. When positions or work assignments are available, the Borough of Brentwood will endeavor to re-assign employees who may be under medical restrictions due to an injury or illness. Employees who are on workers' compensation and who are eligible for these work assignments will be brought back to perform the work to the extent it meets their medical restrictions. Qualified employees with disabilities may be offered this work as an accommodation under the American's with Disabilities Act. If work is not available, it will not be offered. Under no circumstances will the Borough create work or create a position for any employee, nor will an employee be permitted to do an assignment that does not meet his or her medical restrictions.

B. The Borough Manager, with input from the Department Head may assign light duty tasks as he or she so deems appropriate. The offer of light duty assignment is with the discretion of management taking into consideration, but not limited to the following: Availability of work, skills of the injured employee, available funding for said work and the physical ability of the employee to perform the tasks in question. There is no employee right to demand light duty work pursuant to this policy.

### **16.2. Restrictions/Requirements While on Light Duty**

A. The Borough Light Duty Policy will abide by all guidelines and restrictions the employee's doctor prescribes for the employee.

B. An employee on light duty assignment may participate in extra- duty employment, (overtime) as long as the overtime assignments does not conflict with the employees light (limited) duty restrictions from the physician.

C. Employees on light duty may operate a Borough owned vehicle only when the injury or condition, giving rise to the request for light duty, does not prevent the ability to operate a vehicle in a safe manner.

D. An employee who is assigned to light duty SHALL NOT be assigned to any duties, even temporarily, that would require the employee to perform duties that are not within the restrictions placed by the physician or that could be considered the normal duties of the employee. The employee who is assigned to light duty shall immediately notify his supervisor if assigned any duties that fall within the restrictions placed by the physician or that during the course of the assigned duty becomes aware that their injury is aggravated or that said task is too difficult due to the employees injury, illness, or disability at which time the employee will be relieved and reassigned, or sent home.

E. An employee who is assigned to light duty will be required to furnish each month a written statement, from his or her treating physician or the physician designated by the Borough that he or she is incapable of performing his or her normal duties.

F. Temporary limited duty assignments will be limited to two (2) employees per Department at any one time.

G. The employee will be required to notify their supervisor of any changes in their medical conditions, or of any condition that could potentially require special medical attention while on duty. The employee shall report directly to their immediate supervisor updates to their current or changed medical status.

H. If an employee is required to attend Physical Therapy, medical visits, or other treatment during normal working hours, whether or not associated with their work related injury, illness, or disability, such absence shall be either charged towards the employee's available sick time, vacation time, or personal days. If the employee is out of sick time, vacation time, or personal days then the employee's pay shall reflect the time that was needed. (It is the responsibility of the employee to schedule such visits outside of their normal working hours if they wish to avoid using sick time, vacation time, or personal days.)

### 16.3. Procedures for Requesting Approval for Light Duty

A. Employees who are temporarily unable to perform their regular assignments due to work related injury, illness, or disability, may request a temporary limited duty assignment by submitting the associated Light (Limited) Duty Request Form to their Department Head (Attachment Q), along with a physician's written verification of their limitation. The physician's statement (Attachment R) must be signed by the treating physician or other licensed health care provider. *If the light duty request is approved, updated medical certificates must be submitted at 30-day intervals.*



B. Upon being released by a physician to return to work on a light duty basis, the injured employee will immediately report to Borough Manager with a form furnished by the Borough and completed by his physician indicating any restrictions.

C. The Borough Manager or his designated representative will interview the employee to review his/her physical restrictions and to determine his/her education, training, experience and skills. This information will be used in determining light duty assignments for which the employee is qualified and physically capable of performing.

D. The Borough Manager or his representative will contact the Department Head to determine if the injured employee can be utilized in any division within the department. In all cases, the

department to which the injured employee is permanently assigned will have priority in utilizing the employee while the employee is in light duty status.

E. If the department has no appropriate tasks available for the injured employee, the Borough Manager or his designated representative will survey other departments to determine if they can use the injured employee on a light duty basis.

F. If there are no meaningful tasks available that the injured employee is capable of performing, the injured employee will be sent home subject to being called back should appropriate light duty become available.

#### **16.4. Procedures for Requesting Approval to Return to Regular Duty**

A. In order to request a return to full duty, the employee must submit a memo to their Supervisor along with a written release from the employees' physician indicating that the employee is able to return to full duty, without limitations and complete their regular duties and assignments.

#### **16.5. Americans with Disabilities Act**

This policy does not limit the rights of employees covered by the Americans With Disabilities Act (ADA) to seek reasonable accommodations as provided under that law.

## **17.00**

# **CONTROLLED SUBSTANCE AND ALCOHOL ABUSE POLICY**

The Borough of Brentwood is very much concerned about the problems that may be caused by drug use by employees especially as the use relates to the safety, efficiency and productivity of the employees, and its impact upon the residents of the Borough.

It is the declared policy of the Borough of Brentwood that the unlawful manufacture, distribution, dispensation, or use of a controlled substance is prohibited in the workplace.

## **17.1. Employee's Notice Requirement Regarding Criminal Convictions for Violation of Drugs and Alcohol Laws**

1. All employees of the Borough of Brentwood are required to notify the Borough Manager of any criminal, felony or misdemeanor conviction for the use of drugs and alcohol. Such notice must be given within five days of such conviction. For the purpose of this Policy "use" means consumption, possession, distribution, possession with intent to distribute, and driving under the influence.

## **17.2. Penalties**

1. Borough of Brentwood will consider felony and misdemeanor convictions and will determine the appropriate personnel action. In doing so the Borough will consider the severity of the offense, whether any part of the conduct occurred in the workplace, the position of the employee, the affect of the conviction on the employee's ability to conduct business.

2. An employee who is disciplined, but not terminated, may be required to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency. Furthermore, an employee who is not subject to mandatory termination may, as a condition precedent to returning to work, be required to certify that he/she has enrolled in and/or completed such drug abuse assistance or rehabilitation program.

### **17.3. Borough Responsibilities**

The Borough of Brentwood shall maintain a drug free awareness program for its employees which shall inform them about:

1. The dangers of drug abuse in the workplace;
2. The policy of maintaining a drug-free workplace;
3. The availability of drug counseling, rehabilitation and employee assistance programs that may exist within the community; and
4. The above penalties that may be imposed upon employees for drug abuse violations

The Borough may also implement random drug testing for those Borough employees in safety sensitive positions (including police, fire, Borough drivers, and operators of heavy equipment.) The results of testing will be strictly confidential.

**18.00**

## **WHISTLEBLOWER POLICY**



The Pennsylvania Whistleblower Law provides that an employee may not be discharged, threatened or otherwise discriminated or retaliated against regarding the employee's compensation, terms, conditions, location or privileges of employment because the employee or person acting on behalf of the employee makes a good faith report or is about to report, verbally or in writing, to the employer or appropriate authority an instance of wrongdoing or waste, or that the employee is requested by an appropriate authority to participate in any investigation, hearing or inquiry held by an appropriate authority or in a court action.

Knowledge reported, or evidence presented, shall be in confidence, and shall not subject the reporting individual to undue pressures that create a hostile work environment for the employee.

However, allegations of a criminal nature against other employees that are made with reckless disregard for truth or accuracy, or made as a form of harassment, or retaliation, will subject the reporting individual to disciplinary measures up to and including termination from employment.

ALL employees are subject to disciplinary measures, or termination from employment, for ANY ACTIVITY that interferes with the investigation being conducted into employee misconduct or criminal activity.

Knowledge of deliberate violation of Brentwood Borough Policy or regulations by another employee will be reported, verbally immediately, followed in writing. Allegations of employee misconduct shall be truthful and accurate. Any intent to harass another employee, or to retaliate for any reasons, will be grounds for disciplinary action.

An employee who believes they have been discriminated or retaliated against in violation of the Pennsylvania Whistleblower Law may bring a Civil Action in a court of competent jurisdiction for appropriate relief or damages, or both, within 180 days after the occurrence of the alleged violation.

A violation of this policy should be immediately reported to the employee's supervisor verbally and followed in writing. In the event such a violation would involve the employee's supervisor, the employee should contact the Finance/Human Resources Director, the Borough Manager, the Borough Solicitor or the Council President.

**19.00**

## **GREEN INITIATIVES**

In an effort to protect the environment the Borough of Brentwood is striving to become more energy-efficient and environmentally-friendly. All employees of the Borough are asked to play a part in the Borough's green initiatives.

The following are just a few ways that all Borough employees can go green.

### **19.1. Energy Savings**

Employees should turn off all lights, computers, copiers and other equipment at night or when leaving for extended periods of time.

### **19.2. Recycling**

Employees should recycle as many items as possible. This includes the recycling of all paper, bottles, cans, print cartridges and other office materials. Recycling bins/containers will be made available in appropriate areas.

### **19.3. Conservation**

Employees should eliminate waste, especially wasted paper and other office supplies. For example, paper waste can easily be reduced by printing papers double sided or by cutting back on the amount of items printed. Documents provided in electronic format should be reviewed on the computer and only printed out when required.

The Borough will continue to look for ways to become more environmentally friendly and encourages all employees to partner with the Borough in working to protect the environment. If an employee notices an area where the Borough can improve its environmental practices they are asked to inform their Department Director.



**20.00**

## **PERSONNEL GUIDELINES**

### **20.1. Attendance**

The Borough employee has been hired to perform specific duties and there is a definite need for these services; therefore, regular attendance is necessary to maintain a high level of efficiency for the people of the Borough.

If the employee must be absent due to illness, notification should occur at the earliest time to the employee's Department Director. Failure to notify the proper Borough officials will result in disciplinary action.

When an employee must leave early for a personal reason, they must first obtain permission from their supervisor and complete the necessary documentation.

Borough employees are encouraged to report to their work areas in a prompt and ready fashion. Time should be allotted for preparation to assume their respective duties. Additionally, employees should stay at their respective duty stations until the end of the scheduled workday. Suspicious patterns of absenteeism (e.g. frequent absences on Mondays and Fridays) will be fully investigated. If the Borough discovers evidence that an employee is abusing leave, said employee will be disciplined accordingly.

### **20.2. Timekeeping**



Accurately recording time worked is the responsibility of every employee. Federal and State laws require the Borough to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

All employees shall accurately record the time they begin and end their work. They shall also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved by the Department Director before it is performed.

All time is to be recorded on the Employee Time Card (Attachment S) and submitted each Friday for approval by the Department Head. The Department Head might add additional categories to the time sheet in order to better see the time spent on specific tasks.

Time sheets, once approved, shall be submitted to the Finance/Human Resources Director for processing. A copy will be placed in the Employee's Personnel File.

Altering, falsifying or tampering with time records, or recording time on another employee's time record may result in disciplinary action up to and including termination of employment.

### **20.3. Personal Appearance/Dress**

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the image Brentwood Borough presents to the community.

During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their position.

Consult your supervisor or the Department Director if you have questions as to what constitutes appropriate attire.

### **20.4. Parking**



All employees must park in their designated parking areas. Each employee is also issued one parking pass to be used for parking in the Borough parking lot or at a metered parking space on the street near the Borough Building if no spaces are available in the lot.

### **20.5. Care of Borough Facilities and Equipment**

It is the responsibility of all Borough employees to assure that all facilities and equipment are used with care. Care should also be taken to prevent theft, loss, destruction or deterioration of Borough property through appropriate security and maintenance procedures.

Under no circumstances will the Borough employee use Borough tools, equipment and supplies for their own personal use without permission from the appropriate Department Director and the Borough Manager.

### **20.6. Building Security**

It is the responsibility of all Borough employees to ensure that all doors and windows in their work area are closed and locked at the end of the workday.

### **20.7. Communications with the Public**

When the Borough employee is dealing with the public, there are a number of guidelines which must be followed. All requests for information from the Borough are subject to the Pennsylvania Right-to-Know Act. Requests for documents from the Borough must be referred to the Open

Records Officer. Employees should always be courteous, prompt and truthful in the information they provide to the public. If there is some question concerning the information, the party who is inquiring should be referred to the appropriate official. Some Borough records are not to be open to scrutiny by members of the public such as portions of personnel records and income tax records. Therefore, the Borough Manager should be kept informed in advance of dissemination of all information that is requested by the public so a decision can be rendered as to whether the information should be released.

## **20.8. Communications with the Borough Council**

It is imperative that an orderly flow of information be maintained. To do this, Borough employees may not personally contact members of the Borough Council on matters pertaining to Borough affairs unless directed to do so by the Borough Manager. Information that is requested by the Borough Council from Borough employees shall be routed through the Borough Manager.

## **20.9. Staff Education and Development**

Brentwood Borough endorses the principle that its employees, full and part time, should be encouraged and supported to continue their professional growth and development and recognizes that employee development is integral to both personal job satisfaction and reward and to the achievement of the Borough's mission and goals

The Department Head or Borough Manager will assess Borough-wide employee development needs. Based on the availability of resources and budgeted funds they will seek relevant training and development programs to meet such needs.

### **20.9.1. Staff Meetings**

All Department Heads and Administrative staff are expected to attend a monthly staff meeting under the direction of the Borough Manager. Monthly staff meetings are also held within departments under the direction of the Department Head.

Staff will be notified of the meetings in advance. Failure to attend the staff meetings may result in disciplinary action. Permission to be excused from the meeting must be granted by the Borough Manager or Department Head in advance.

### **20.9.2. In-Service Training**

There are often opportunities for in-service training. Staff members are expected to attend such training unless exempted by the Borough Manager.

#### **20.9.2.1. Types of Programs**

##### **1. Position-Related Programs**

- a. **Definition.** Position-related programs are directly related to the work assignments or conditions of the employee's current position. (See Paragraph G,

below, for information on professional licensing, and certification training and associated fees.)

- b. **Responsibility.** In improving performance or mastering responsibilities in the present job, the supervisor/Department Head takes the lead by identifying development objectives along with corresponding action plans. This is done in conjunction with the employee performance evaluation process.
- c. **Eligibility.** All employees are eligible for position-related programs/training.

### **20.9.2.2. Sources of Training Programs**

#### **1. On-Site Training**

- a. **Intradepartmental Training.** A supervisor or department head is responsible for arranging specialized training with a department.
- b. **Interdepartmental Training.** Various departments within the Borough, are responsible for developing and/or providing training programs to other Borough employees in their areas of expertise and that are required by law, or will enhance employee performance.
- c. **Webinars.** Intradepartmental Training and Interdepartmental Training may include participation in multiple employee web seminars (aka Webinars).

#### **2. Off-Site Training**

- a. With the approval of his or her supervisor and department head an employee may attend off-site training (e.g., outside seminars and workshops) that will be of direct benefit to the employee's work duties. The supervisor or department head will approve attendance at off-site training only when the benefits to the Borough will, in his or her judgment, more than offset the costs involved, when the required skill or knowledge is not readily available through Borough training resources, and when the employee's time away from the Borough will not adversely impact current work demands.
- b. The Borough will pay course fees, travel, and all other expenses as necessary.
- c. See 14.8. for procedures for requesting off-site training.

### **20.9.2.3. Government Licensing and/or profession certification**

#### **1. Definition**

For the purposes of this section, government licenses and/or professional certifications are those licenses and certifications required by the employee to hold his or her current position as documented in the position description.



## **2. Continuing Education Courses**

Continuing education unit (CEU) courses required for the maintenance of a professional license or certification as noted above are considered position-related courses. The course must be approved by the licensing or certifying agency. The request for course fee reimbursement is the same as for all other position-related training.

## **3. License Fees**

Fees for license or certification renewals as defined above are an allowable expenditure. The request is made in writing to the Finance Director and must include:

- Request for *Issuance of Check* form with valid project ID and approval;
- Copy of the license renewal or issuance documentation.

### **20.9.3. Professional Activities**

Staff Members are encouraged to join professional organizations that will provide them with training and resources.

Some of the costs of attending workshops and trainings may be covered by the Borough. As specified in the following section, 20.10 Reimbursement of Expense. Employees requesting leave and reimbursement for expenses to attend trainings should seek the approval of their Department Director and Borough Manager.

## **20.10. Reimbursement of Expenses**

The Borough of Brentwood will reimburse employees for reasonable business expenses. Please note that all reimbursable expense items are only allowable if permitted by the fund being charged and if identified in the current approved Borough Budget. If an expense is not listed in the latest approved Borough Budget, then authorization must first be obtained by the Borough Manager and then approved by the Brentwood Borough Council. It is important to identify annually any anticipated Borough related expenses for inclusion in the Borough Budget to avoid this process and any delays that may result.

### **20.10.1. Individual Reimbursements Less Than \$100**

Reimbursements to individuals less than \$100 may be processed using departmental Petty Cash funds, with the exception of gifts/gift cards/gift certificates which must be captured in Expense Reports for transmission to Payroll. A receipt is still required.

### **20.10.2. Non Travel-Related Items Over \$100**

Purchases of non travel related goods or services having a value of over \$100 will not be reimbursed. These items must be requisitioned prior to ordering, using the Purchase Order process. In the case of an emergency, purchases of non-travel items having a value greater than the threshold require a memo explaining the requirement for the purchase.

### 20.10.3. Small Equipment Purchases & Supplies Over \$500

Purchases of small equipment and supplies greater than \$500 per item are only allowable if permitted by the fund being charged. In general, these purchases should be handled with the Borough's Purchase Order process.

### 20.10.4. Travel Related Expenses

Employees are expected to limit expenses to reasonable amounts. In addition, the following ceilings are placed on various aspects of travel expenses.

Conference, Seminars, Meetings, & Events Registration: will be reimbursed at actual cost. Employees must provide original conference receipts, statements that indicate a zero balance or proof of payment, or an original credit card slip. Other support receipts must also be submitted.

The Employee must include the following on the Expense Report: Full name of conference (elaborating on acronyms), and official documentation indicating the dates of the conference or workshop.

Mileage: will be paid at a rate equal to the standard mileage rate allowed pursuant to the Department of Treasury, Internal Revenue Service, Publication 463 as amended.



Meals: will be reimbursed at up to \$10 for breakfasts; \$15 for lunches; and \$30 for dinners, unless the meal is included with the cost of a meeting/seminar, etc. for which a receipt is presented. No more than 15% of the total bill shall be included as a tip.

Lodging: overnight accommodations will be reimbursed on those occasions when necessary. Lodging must be approved in advance by the Department Head and Borough Manager.

For overnight trips, all expenses (regardless of amount) must be reported on one Employee Expense Report. This report must include all costs paid directly by the Borough, the claimant, or any other party, and must include those initially paid through advances.

Parking: will be reimbursed at actual cost. Employees must provide an original receipt. A receipt is not required for metered parking.

Airfare: will be reimbursed for Economy class only. When travel plans are known sufficiently in advance, employees should make every effort to take advantage of charter rates, seat sales or any similar special offers made by airlines.

Original ticket receipts are required, i.e. passenger copy, e-ticket or travel agency invoice that must include all of the following information: passenger name, airline and flight number, date of flight, origin and destination, as well as proof of payment. A copy of the boarding pass is not required. Flight cancellation insurance is allowable if it is accompanied by a receipt. No other form of travel insurance will be reimbursed.



NOTE: It is the responsibility of the Employee (overseen by the Finance Director), to obtain a credit/reimbursement from the airline carrier if a trip is cancelled. For trips amounting to significant costs, it is advised to buy flight cancellation insurance.

Other expenses: Any other expenses incurred while on Borough business must be approved individually first by the Borough Manager and then by the Finance Director, and are limited to those for which a receipt is presented.

Personal Expenses: Personal expenses incurred on behalf of the claimant, or his/her family, friends, or relatives, may not be reimbursed. Personal expenses include costs which are not a necessary consequence of travel on behalf of the Borough.

#### **20.10.5. Professional Memberships:**

Professional memberships will be reimbursed at actual cost if permitted by the approved Borough budget fund being charged. Employees must provide the original receipt from the organization and/or a copy of the application form plus original proof of payment.

Employees must indicate on the Employee Expense Report or the Advance Reimbursement/Payment Form the full name of the organization or seminar, elaborating the acronyms.

#### **20.10.6. Reimbursement Procedure**

When travel is completed, employees should submit a completed Employee Expense Report Form (Attachment T) to the Borough Manager. Receipts should accompany all individual expenses for which reimbursement is requested.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other travel questions.

Abuse of business travel expenses policies, including falsifying expense reports, can be grounds for disciplinary action.

#### **20.10.7. Receipt Requirements**

##### Original receipts

Original receipts are required for all expenses being claimed, except for mileage claims, parking meters, and gratuities paid in cash. Photocopies or facsimiles of receipts are not acceptable. Credit card sales slips, credit card statements, canceled checks, airline itinerary confirmations or fare quotes are not acceptable for travel-related expenses.

## Electronic Receipts and Purchases



Many purchases are made via websites and the transaction confirmation varies widely depending on the vendor. Electronic receipts are acceptable only if the following information is included:

- Identification of the vendor
- Vendor's numbers, where applicable
- Identification of the buyer
- Full description of what was purchased
- How much was paid, along with proof of payment indication

### **20.10.8. Returned or cancelled purchases**

Claimants are responsible for the adjustment of previously claimed amounts resulting from subsequently returned items or voided transactions. This can be accomplished by submitting a check (with explanations) to the Finance Director.

### **20.10.9. Subsequent Audit and Adjustment**

Approval and reimbursement of an expense reimbursement does not constitute final acceptance. All expense reimbursements are subject to subsequent review and adjustment by the Borough Manager, Finance Director, Internal Audit, or at the request of individual Council Members. The final decision related to any adjustment rests with the Borough Manager. Amounts refused must be reimbursed personally by claimants.

### **20.10.10. Advances for Expenses**

#### Travel Advances

There are two types of travel advances, all of which must be accounted for at the time of Expense Report submission. In cases where more than one payment is required in advance of a trip, multiple advance requests (and types) may be requested at different intervals prior to the trip.

#### 1. Third Party Prepayments

These are payments made directly to third party suppliers in advance of the trip. Examples include payments to conference registration or to a travel agency. Direct payment is strongly recommended, as it can be requested at any time with copy of invoice. The original invoice is submitted with the Employee Expense report following the trip (in order to account for the advance).

#### 2. Out-of-Pocket in Advance of Trip



The Claimant is out-of-pocket for expenses they personally paid for in advance of the trip. Examples include conference registration or airline ticket paid by the traveler. This type of advance can be requested at any time (and in multiple instances as claimant prepays), with copy of receipt and proof of payment.

Original receipts and proof of payment is submitted with the Employee Expense Report following the trip (in order to account for the advance).

**20.10.11. Requesting an Advance**

- Complete an Advanced Reimbursement/Payment Request Form (Attachment U)
- Print and obtain the approval of the Department Director and Borough Manager
- Support the Advanced Reimbursement/Payment Request Form, with photocopies so that the originals can be kept for the Expense Report submission;
- To allow for processing, requests must be received by the Finance Director at least 15 business days prior to the expected payment date;

All advances must be accounted for following the trip by submitting an Expense Report within 30 days of the expected return date.

## **21.00**

## **ADMINISTRATIVE PROCEDURES**

### **21.1. Records Management**



Those employees using, creating and/or maintaining Borough files and records shall make every effort to assure file integrity. All files are to be marked with the date they were created and must be properly indexed and formatted to allow for easy accessibility. Any files that are removed for viewing must be returned intact following usage.

Confidential and sensitive files must be properly safeguarded. Confidential paper records must be kept locked when not in use and confidential computer files must be protected by password or system design.

At the end of each year employees are to review all of their files. Files that are no longer active are to be boxed, marked with a destruction date, and stored. When determining the destruction date of records, employees must follow the Retention and Disposition schedule for records of Pennsylvania Municipalities as specified by the Municipal Records Act. Employees must also review all stored records annually to determine if they are ready to be destroyed.

### **21.2. Standard Font**

The Borough has established Times New Roman size 12 to be the standardized font. Borough employees are to use this font for all Borough communications including all forms, letters, and documents.

The font or size may be altered when the employee deems it necessary such as for headings, special projects, or spacing reasons.

### 21.3. Official Borough Letterhead

The Borough has one official letterhead format which is displayed below. This letterhead is to be placed on the top of all Borough documents. The only exception to the use of this letterhead is for specific Police Department documents which will be placed on Police Department letterhead. The Borough name and logo, including letterhead stationery, may be used only for official business authorized by the Borough and not for personal use.



## THE BOROUGH OF BRENTWOOD

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD  
PITTSBURGH, PA 15227-3199  
Office 412-884-1500 FAX 412-884-1911  
www.brentwoodboro.com

### 21.4. Procedures for Phone Calls

All phone calls are to be answered promptly and in a courteous manner. The employee is to answer the caller's question(s) to the best of their ability. If the employee does not know the answer to the caller's question(s) they are to ask other employees for assistance or are to direct the caller to where they would be able to find the information. It is better to seek assistance when answering questions than to give a caller wrong information.

If the caller requests to speak with someone else in the office or requests that action be taken by the Borough the employee is to record the caller's:

1. Name
2. Number
3. Address
4. Relation to the Borough
5. Reason for calling



All callers asking to be transferred to a specific employee should be screened to ensure that they are asking for the correct employee and that there is a necessity for the call to be transferred.

If a caller becomes hostile or threatening the employee must tell the caller that they are not to speak in that manner and must tell the caller that they will hang up the phone if the caller continues in a hostile manner. If the caller's behavior does not improve the employee may hang up the phone. If the caller threatens action against any Borough employee or the Borough building the employee is to record their name and address and notify the police immediately.

All phone calls made by Borough employees to those outside the Borough are to be professional in nature. Employees should always identify themselves as Borough of Brentwood employees. Employees should also record the dates and times of all phone calls made to outside vendors, businesses, or residents and place these records in the appropriate file.

## 21.5. Visitors to the Administrative Office

It is the policy of the Borough of Brentwood to be in compliance with the Americans with Disabilities Act (ADA) and the Pennsylvania Human Relations Act as specified in section 6.2 of the Manual. The Borough has surveyed, and will continue to survey, its facilities to ensure reasonable access to those facilities by visitors with disabilities.

All visitors to the building are to be greeted promptly and courteously by the Administrative staff. Visitors are to be assisted at the Administrative office counter and are not to enter the Administrative office for any reason.

If the employee does not know the answer to the visitor's question(s) they are to ask other employee's for assistance or are to direct the visitor to where they would be able to find the information. If the visitor is in need of police assistance they are to be directed to the Police Department immediately.

If the visitor becomes hostile or threatening the Administrative staff is to notify the visitor that this is not acceptable and that if the behavior continues they will notify the police. If the behavior continues the employee should call or notify the Police immediately.

## 21.6. Guest Visitation Policy

All guests to the Borough Municipal Building are required to sign in at the Borough Administrative office and state the purpose for their visit to the Borough. This is required for all guests even if they know the person they are trying to reach or know of the office location.

When employees host meetings at the Borough they should inform their guests of the necessity to check in at the Administrative office before proceeding to the meeting. Additionally, if employees notice non-Borough personnel in the building they should direct them to the Administrative office.

The Borough understands that occasionally personal visits will take place during Borough hours. Employees are to keep personal visits to a minimum and are not to allow the visits to hinder their work or the work of the employees around them.

## 21.7. Access to Personnel Records

The Borough maintains a permanent personnel record on every employee. Records pertaining to employee salaries, personnel data, and all information which has not been released to the public through authorization of the Borough Manager is considered confidential. Any employee wishing to review their employee records should notify the Borough Manager, in writing (Attachment V) to set-up an appointment during working hours. An employee has the right to designate an agent to review their personnel file. Any employee or their designated representative may make handwritten notes from their own employee file but no portion of the file may be removed from the Administrative Offices or photocopied.



## **21.8. Electronic File Policy**

### **21.8.1. Electronic Files**

All files that are maintained regarding the Borough shall be stored electronically on the Borough's computer file server. All incoming and outgoing paper documents are scanned daily and added to these electronic files. After scanning, the paper documents are placed into paper file folders in chronological order. The electronic file is the Borough's actual file relating to that particular Borough matter. The paper file folders are shredded from time to time (see below) in accordance with state retention requirements, but the electronic files are maintained after the paper file folders and contents are shredded. File nomenclature shall consist of the following format for consistency and ease of retrieval:

File Folder/Sub-Folder Category/File Name (date\_type of document\_description of document) e.g. Finance/Budget/2011 Budget/09-23-10\_Memo\_From GZboyovsky to Staff\_RE.2011 Budget Worksheets

### **21.8.2. Scanning**

Each day all incoming and outgoing paper documents are placed by the Administrative Assistant into the sorting box in the order to be filed for that day (usually chronological). At the end of each day, the paper documents are scanned and uploaded to the office server into an electronic file designated as the general file relating to that particular item and the paper document is then filed in a paper file folder labeled with the same designation as the electronic file. Once the paper document is scanned and uploaded to the office server, the electronic file shall become part of the office file. The paper file is merely for the staff's convenience while the case/issue is open.

### **21.8.3. File Backups**

All electronic files that the Borough maintains regarding Borough Operations and matters are backed up daily by synchronizing the entire server to an external hard drive which is located off site.

In addition, whenever paper file folders are shredded, the electronic files are copied to USB Drives or CDs and kept onsite and offsite and are also copied to a remote online storage server by SSL-secured Internet transmission.

### **21.8.4. File Ownership**

All files that the Borough maintains regarding Borough Operations and their matters belong to the Borough. This includes both the electronic files and paper file folders.

### **21.8.5. Shredding Paper Files**

Paper file shredding is performed by the Borough following Pennsylvania Retention requirements, as noted in section 21.1. Paper file folders can be shredded at any time upon the Borough's Manager's direction as long as they have been scanned and uploaded to the office server because the electronic files are the Borough's files regarding Borough Operations and issues.

## 22.00

## USE OF TECHNOLOGY

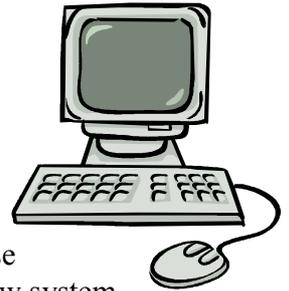
### 22.1. Confidentiality of Data and Use of Computer Systems

The Borough maintains confidential computerized records. Due to the confidentiality of this information, access will be limited to only those employees with a need to know. Entry into the computer system will be authorized by the Borough Manager or a designated representative. The unauthorized or illegal use of the system or its data will result in disciplinary and/or criminal action.

### 22.2. E-mail, Internet & Other Communications Policy

#### 22.2.1. Objective

This statement sets forth the Borough of Brentwood (from hence on to be referred to as the Borough) policy with regard to access to, review of, and disclosure of messages sent or received by employees or other authorized users of municipal e-mail, voice mail, facsimile, or other electronic communications systems. It also sets for the policies on the proper use of these systems. The Borough reserves the right to amend this policy at any time. New system users shall read this policy before logging into their electronic mail, or before accessing the Internet.



#### 22.2.2. Scope

This policy covers all employees and all Borough electronic communications systems at all locations.

#### 22.2.3. Definitions

**Electronic Mail (e-mail):** Electronic correspondence composed and/or sent using municipal electronic mail applications to recipients internal to the Borough, or to outside recipients using the Borough gateways for delivery via the Internet. For purposes of this Policy, “transmitting” an e-mail message includes sending, replying to, or forwarding any portion of an e-mail message created or received to another party via the Borough’s e-mail system.

**Internet:** A collection of computer networks that spans the globe, connecting government, military, educational and commercial institutions, as well as private citizens to a wide range of computer services, resources, and information. A set of network

conventions and common tools are employed to give the appearance of a single large network, even though the computers that are linked together use many different hardware and software platforms.

***Intranet:*** A contained collection of computers and networks within the Borough connecting the members and/or employees of the Borough to a range of computer services, resources, and information.

***Extranet:*** An Extranet is a collaborative network that uses Internet technology to link businesses, or other entities, with their suppliers, customers, or other businesses or entities that share common goals. An Extranet can be viewed as a part of an Intranet that is made accessible to other entities or that is part of a collaborative effort with other entities. The shared information may be accessible only to the collaborating parties or, in some cases, may be public.

***Systems Administrator:*** The individual or individuals with whom the Borough contracts to perform the functions of Systems Administrator.

***Virus:*** Software used to infect a computer with a destructive program.

#### **22.2.4. E-mail Systems**

##### **20.2.4.1. Use**

The e-mail system is provided at the expense of the Borough of Brentwood to assist in carrying out the business of the municipality. The e-mail system permits authorized users to communicate with each other internally and with selected outside individuals, business, and other service providers that the Borough, at its sole discretion, decides should be connected to the system.



The Borough considers the e-mail system to be for business use only. While it is possible that employees may decide to send personal messages, the Borough assumes no responsibility for their content or for maintaining their privacy, and municipal employees have no expectation that such privacy will be maintained. In order to ensure that the system functions properly and that the Borough and/or its employees are not liable for improper use of Internet and other connections, the Borough considers all messages sent, received or stored as business messages, and thus, property of the Borough. Conducting business unrelated to the Borough, other than incidental personal traffic, is expressly prohibited.

Because of our intent to operate within the law, the Borough reserves the right to access, review, copy, or delete all e-mail messages for any purpose and to disclose them to any party (inside or outside the Borough) as it deems appropriate. This includes the right to install software that monitors e-mail and Internet usage. The Borough, however, bears no responsibility for the content of messages sent or received by its employees. The Borough does not and will not preview, edit or approve material on a routine basis in the e-mail system. All messages sent on the e-mail system are attributable solely to the individual users of the e-mail system, and the Borough is not a party to them. The Borough shall not be liable for, assume any legal responsibility for, or bear any costs arising out of e-mail

communications flowing in or out of the Borough's computer system.

Should employees make incidental use of the e-mail system (including Internet e-mail) for the purpose of transmitting or receiving personal messages, such messages will be treated no differently than other messages (i.e., the Borough reserves the right to access, review, copy, delete, or disclose them for any purpose). Accordingly, authorized users should not use the e-mail system to send, receive, or store any messages that they wish to keep private. (Incidental use of the e-mail system is defined as occasional, casual, minor, or insignificant use that does not impact upon an employee's duties or impede business-use operations.)

No e-mail messages or information should be created, sent or forwarded which may reasonably be deemed to be intimidating, hostile, or offensive in nature, or which is discriminatory on the basis of race, color, religion, sex, national origin, sexual orientation, disability, or any other basis that is unlawful under Borough policies or applicable state and federal law. Nor should any obscene, profane, abusive, or offensive language be transmitted. Any violation of this policy is grounds for disciplinary action up to and including discharge.

No e-mail messages or other electronic communication may be sent which hides the identity of the sender or represents the sender as someone else. All messages communicated on the Borough's e-mail system should contain the sending employee's name. The Borough bears no responsibility for any consequences resulting from any employee who uses the e-mail system for any fraudulent, or other illicit purpose, or contrary to the provisions of this policy.

Any employees who become aware of misuse of the Borough e-mail system should contact the Borough Manager immediately.

#### **22.2.4.2. Privileged Communications**

Some of the messages sent, received or stored in the e-mail system may be privileged communications between the Borough and its attorneys, or other entities. Upon receipt of any such message, do not forward it or its contents to others inside the Borough without the authorization of all parties. Never forward such messages or contents to any outsiders. To the extent practicable, all efforts should be made to send such privileged communications in an encrypted form. Moreover, as the Borough has not established an encryption standard for use, all encryption software, prior to sending any message, should be approved by the Borough Manager.

#### **22.2.4.3. Viewing and Protecting E-mail Messages**

In order to guard further against dissemination and disclosure of Proprietary Information, employees should exercise caution when accessing their messages in the presence of others. E-mail windows should not be left open on the screen when the computer is unattended. Users shall not allow any other person to use their name and password to gain access to an e-mail system. Passwords are required and should be changed regularly. The Borough reserves the right to impose guidelines requiring mandatory password changes and encryption measures to provide additional measures of security.

#### **22.2.4.4. Storing and Deleting E-mail Messages**

The Borough strongly discourages the storage of large numbers of e-mail messages. Accordingly, employees should promptly delete any e-mail messages they send or receive that no longer require action or are not necessary to an ongoing project. Employees should audit stored e-mail messages regularly and should delete any messages that are no longer needed. In order to limit large amounts of stored e-mails at the end of each month all employee inboxes will automatically be deleted by the Borough. Employees must make sure that all important messages are saved before the end of each month.

#### **22.2.4.5. Copyrighted Information**



Use of the e-mail system to copy and/or transmit any documents, software or other information protected by the copyright laws, without proper authorization by the copyright owner, is prohibited. Copyright protection applies to any document, photo, software, or information unless it is specifically marked as public, not copyrighted, or freeware. In the absence of any specific copyright markings, material or information should be considered copyright protected. The Borough assumes no responsibility for reviewing, ascertaining or policing copyrighted material that may be transmitted to or from the e-mail system by employees.

#### **22.2.4.6. E-mail Etiquette**

Please bear in mind that your e-mail messages may be read by someone other than the addressee, and may even have to be disclosed to outside parties including accounts in connection with litigation. Accordingly, please take care to ensure that your messages are courteous, professional, businesslike, and tasteful.

#### **22.2.4.7. Opening E-mail from Unknown Senders**

The Borough has installed virus protection software on each machine connecting to the Internet and will update it on a regular basis. It is the responsibility of the employee not to open unexpected attachments and/or email messages, even from someone you know. It may contain a virus and should be immediately discarded. In addition, only the Systems Administrator may load or authorize the loading of software on any Borough computer. Unauthorized software loaded on any Borough computer will be removed by the Systems Administrator. Anyone aware of unauthorized software on Borough computers is to notify the Systems Administrator, who will remove the software. Do not attempt to unload/remove unauthorized software yourself.

#### **22.2.4.8. Desktop Information Channels (Tickers)**

The Borough prohibits the use of any desktop information channels running on Borough computers unless specifically authorized by the Borough Manager. These include, but are not limited to Pointcast, Weather Forecast, News, Sports, Lottery and Stock tickers. These types of programs run constantly and use network bandwidth that should be reserved for Borough business.

#### **22.2.4.9.Chain Letters and Pyramid Schemes**

The Borough prohibits the transmission of any chain letters or pyramid schemes. These types of e-mail messages place an unnecessary load on the network. Any employee receiving either should delete it immediately.

#### **22.2.5. Voice Mail, Facsimile, & EDI Systems**

To the extent applicable, all above policy provisions related to e-mail systems shall apply to any voice mail, facsimile or EDI (Electronic Data Interchange) system owned by the Borough. Restrictions on access of these systems by others will only apply where password controlled access is established (i.e. it is permissible for someone to leave a message in your voice mailbox, but other persons should not be given password access to your voice mailbox). EDI is defined as any electronic exchange of data, including modem-to-modem transfers.

#### **22.2.6. Borough Internet, Intranet and Extranet Guidelines**



As with e-mail, the Borough provides Internet access solely to facilitate the conduct of the Borough's business as a public service provider. Access to the Internet may be limited at the Borough's sole discretion. This includes the use of filtering software to bar access to certain addresses. Employees are expected to use the Internet, Intranet, and Extranet at all times in a manner that benefits the Borough. The downloading and installation of software programs onto a Borough computer or onto a Borough network server without prior approval from the Systems Administrator or Borough Manager is prohibited. Employees may not (1) use the internet, intranet, and/or extranet for personal, non-work related purposes; (2) access news groups or other internet sources that are not clearly work-related; or (3) assist other users in accomplishing (1) or (2). In addition, setting up Internet services such as World Wide Web (WWW), Home pages, File Transfer protocol (FTP), GOPHER, SMTP gateways, etc. on any computer connected to the Borough network requires prior approval.

The following activities on the Internet, Intranet, and/or Extranet are specifically prohibited and may result in disciplinary action up to and including discharge:

- Using the Internet, Intranet, or Extranet for personal gain or for commercial activity unrelated to the Borough.
- Sending Privileged Information or Borough Restricted Information
- Sending material that is threatening, intimidating, hostile, offensive, or discriminatory on the basis of race, color, religion, sex, national origin, sexual orientation, disability, or any other basis prohibited by applicable law. In addition, the receipt of such material and/or showing such materials to co-workers is strictly prohibited.
- The viewing or sending of lewd material is strictly prohibited.
- Copying or otherwise converting protected electronic information.
- Violating copyright or trademark laws.
- Making any unauthorized attempt to break into another organization's computer system

- Using the Internet, Intranet, or Extranet for any activities not specified here that are in violation of Borough policies or Federal, state, or local laws.



#### **22.2.7. Social Networking Policy**

Borough Employees, while at work, are not to use Social Networking Sites. Employees using Social Networking outside of the Borough are not to represent or purport to represent the Borough in any of their social networking or blogging activities.

#### **22.2.8. Other Data Services**

The Borough may establish accounts with dial-up data services and will make these services available to individual employees as necessary. Such services may only be used by employees who have been granted authorized access so that we are able to manage the security and administrative aspects of the account. Use of data services is limited to business use only; personal or entertainment use is prohibited.

#### **22.2.9 Privacy**

Borough employees do not have an expectation of privacy in either sending or receiving electronic messages, user histories, or any other information sent or accessed on the internet. Electronic, media, specifically the Internet and E-mail are not a secure communication network; personal or privileged information sent via these media could potentially be read by individuals other than the desired recipient under certain circumstances, employee correspondence in the form of E-mail may be public record subject to inspection under the open records law.

Borough employees using electronic media have the responsibility to respect the privacy and rights of others, and should not intentionally seek information and obtain copies of, or modify files, communications passwords or other data belonging to others.

#### **22.2.10. Monitoring**

Brentwood Borough reserves the right to access, monitor and disclose the contents of employee electronic messages, as may be required for such Borough business as investigation of suspected misuse of electronic media, investigation of related or pending anticipated litigation, system maintenance, compliance with applicable laws, ordinances, court orders or Borough policies.

Legitimate needs may include, but are not limited to, the following:

1. Investigation of suspected misuse of electronic media
2. Investigation related to pending or anticipated litigation
3. System maintenance
4. Compliance with applicable laws, ordinances or court orders

### **22.2.11. Violations**

Violations of this policy may result in termination of access to the Internet or any other forms of electronic media. This may also result in disciplinary or legal action up to or including termination of employment, and/or criminal or civil penalties or other appropriate legal action against the employee.

### **22.2.12. Responsibility**

The Borough Manager has responsibility for the maintenance, approval, and dissemination of this policy and approving all requests submitted as required by this policy.

## **22.3. Telephone Use**



The Borough recognizes personal phone calls will at times be made and received. Employees who operate at a dedicated workstation (desk) are expected to keep any personal calls to a minimum. Personal calls, which are received, should be short in duration. Phone credit cards should be used in long-distance phone call situations.

"Non-desk" employees must receive permission from his or her supervisor to use the Borough phones.

Any employee abusing phone privileges will be subject to charge-back for toll calls and disciplinary action.

## **22.4. Cell Phone Use**

The Borough provides cell phones to some employees as a business tool and requires that issued phones be activated throughout the workday and in some cases on a 24-hour basis. The phones are to be used to keep the employee in contact with the office, vendors and others with whom they may conduct business. Phones provided by the Borough should be used for Borough use only including the use of texting.

All employees should follow normal business etiquette while using cell phones. In addition, the following guidelines are to be followed when using cell phones: 1) when calling someone's cell phone ask them if this is a convenient time, 2) do not take a personal call during an on-duty meeting 4) The number of personal phone calls or text messages made or received during the work day should be kept to a minimum in number and should be brief.

All Borough employees are prohibited from using cell phones for calls, texting, internet searching, GPS functions, etc. while driving any Borough vehicle or operating any equipment or while driving their personal vehicle during Borough work as specified in section 15.6.

## 22.5. Wireless Communication Devices Stipend



### 22.5.1. Purpose and Objective

- A. The Borough Council of the Borough of Brentwood, following due investigation, deems it appropriate to establish and define a policy for certain employees to receive a stipend to compensate them for Borough use of a personal wireless communication device.
- B. Due to IRS regulations the Borough of Brentwood has revised its wireless communication device (cell phone) policy. This policy allows the Borough of Brentwood to meet federal regulations and its fiduciary responsibility to the taxpayers of the Borough of Brentwood by providing a general guideline for the use of wireless devices for Borough business purposes and how employees will be reimbursed to reduce potential cumbersome tracking and auditing expenses incurred by the Borough under a “Borough owned device” plan.

### 22.5.2. Definitions

“Wireless Communication Device” – is defined to include Cell phones, PDA’s, BlackBerry Devices, TREOs, PalmPre’s, or other telecommunication devices that have voice and/or data capabilities with a monthly service fee. This definition does not include pagers or mobile radios.

### 22.5.3. Policy Statement

- A. Effective immediately, employees whose duties are determined by the Borough Manager to include frequent need for a Wireless Device shall receive a monthly stipend (taxable to the employee) to compensate him for Borough business use of a wireless communication device. The stipend will be included in the employee’s pay check.
- B. The only exceptions to this policy will be cell phones which are maintained by the Police Department’s Officer-In-Charge or other Department for group use and are NOT assigned to specific individuals. All other employees MUST have converted over to personal service contracts by May 1, 2010.
- C. Wireless Communication Device services for Borough personnel will be subject to the review and approval of the Borough Manager.
- D. Promoting fiscal responsibility is strongly encouraged and Wireless Communication Devices should not be selected as an alternative to other means of communication – e.g., land-lines, pagers, and mobile radios – when such alternatives would provide adequate and less costly service to the Borough.

- E. The Wireless Communication Device can be used for both personal and business purposes; therefore, it should be understood that the ‘stipend’ should cover a majority of the business expenses.
- F. Employees are expected to follow any policy as it relates to personal wireless communication. (e.g, restrictions while operating Borough equipment, etc.)
- G. The stipend does **NOT** constitute an increase to base pay, and will **NOT** be included in the calculation of percentage increases to base pay due to annual raises, job promotions, etc.

#### **22.5.4. Authorization**

- A. All requests for Wireless Communication Device stipends must be approved by the Borough Manager.
- B. If the Borough Manager determines that Borough business mandates the need for a Wireless Communication Device, of wireless communication, the Employee Wireless Services Compensation Agreement Form (Attachment W) must be approved, complete and signed.

#### **22.5.5. User Qualifications**

- A. Employees may qualify for a Wireless Communication Device only if their Department Head, has determined it to be required for the performance for their job and the following criteria are met:
  - 1) The job/position requires the employee to be mobile with direct contact with Brentwood Borough officials; or
  - 2) The job/position consistently requires timely and business critical two-way communications for which there is no reasonable alternative technology.
- B. Employee’s eligibility based on the above requirements must be documented by the Department Head on the Employee Wireless Services Compensation Agreement.(Attachment W) Justification of need must be specific as to why other means of communication provided by the Borough (i.e., office phones, email, etc.) are not adequate to meet the communication requirements of the employee’s job/position.
- C. Only **ONE** stipend for a single wireless communication device will be approved for each qualified employee.

### 22.5.6. Stipend

A. The Employee should select the most reasonable monthly stipend option, based on intended usage of the device.



- |                       |          |  |
|-----------------------|----------|--|
| a. Monthly Stipend A: | \$50.00  | typically voice usage only or data service cards     |
| b. Monthly Stipend B: | \$65.00  | increased voice/minutes and data options (mid-level) |
| c. Monthly Stipend C: | \$100.00 | full data/voice functionality                        |

These amounts are based on average market pricing and have been inflated to compensate for taxes.

- B. The completed Employee Wireless Services Compensation Agreement form (Attachment X) should be sent to the Finance Director for processing. The monthly stipend will be annualized and then divided out over 26 pay periods. (For example:  $\$50 \times 12 = \$600$  divided by 26 =  $\$23.08$  per paycheck). The end date will always be December 31<sup>st</sup> of the existing fiscal year, until a newly approved form is submitted.
- C. There will be no reimbursement for any equipment under this policy.
- D. Any employee who receives a stipend will be expected to have their “number” available to be published or distributed for Borough business purposes.
- E. If an employee feels that the stipend is not adequate for their qualified Borough business Wireless Communication Device usage, he/she must provide three (3) months of itemized Wireless Communication Device call details to justify a requested increase in the stipend. A Department Head and the Borough Manager approval will be needed to increase the current stipend amount.

### 22.5.7. Equipment

- A. Wireless Communication Device purchases will be the responsibility of the employee.
- B. If equipment is lost, damaged or malfunctioning it will be the employee’s responsibility to maintain/replace the equipment at his/her own expense.

#### **22.5.8. Annual Review**

A Wireless Communication Device stipend will automatically renew each year under the previous year's stipend plan unless the employee or Department Head determines the need to adjust the plan. Plan adjustments shall be based on 22.56 of this policy.

#### **22.5.9. Payment of Wireless Communication Devices for Group Use**

Invoices for group use wireless communication devices must be signed each month by the department head under a certification which states:

"I certify that all calls on this statement were made for Brentwood Borough business."

#### **22.5.10. Transitioning**

- A. Effective immediately upon the approval of this policy (hereafter "effective date"), the Borough will no longer purchase any new wireless communication devices, nor will any existing contracts be renewed or extended.
- B. Employees can retain existing phone numbers, at their expense, and should make immediate arrangements to switch billing/contracts to their name.
- C. Employees using existing Brentwood Borough equipment and converting to individually-owned contracts will be permitted to retain said equipment for as long as said equipment is continued to be used by the employee as part of their individual wireless communication plan.
- D. Employees not wishing to use the Borough's equipment must return the equipment to their Department Head by June 1<sup>st</sup>, 2010.
- E. Any early termination fees, activation fees, or other service provider fees with any carrier are the employee's responsibility and invoices for service should in no way be established in the Borough's name.

#### **22.5.11. Enforcement**

The failure of a Borough employee to perform any obligation required of this policy or applicable local, state, and federal laws or regulations will be subject to Borough disciplinary action, which may include restitution, termination, and/or prosecution by state or federal authorities.

#### **22.5.12. Related Form**

The following form is specific to this policy:

Employee Wireless Services Compensation Agreement (Attachment W)

### **22.5.13. Amendments to Wireless Communication Device Stipend Policy**

The foregoing policy may be amended from time to time by a majority vote of the Council.

### **22.5.14. Severability**

If any section, sentence or provision of this resolution, or the application thereof to any person or circumstance shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this resolution which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

### **22.5.15. Repealer**

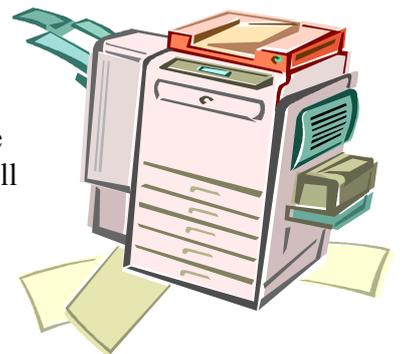
All prior resolutions or Wireless Communication Device Stipend Policies are hereby repealed in whole or in part to the extent inconsistent herewith.

### **22.5.16. Effective Date**

The provisions of this resolution shall take effect on April 27, 2010 and shall remain in effect until rescinded or revised.

## **22.6. Photocopy Policy**

The photocopy equipment within the Borough should be used for Borough related business only. If the employee wishes to use the equipment for personal photocopying, a charge of twenty-five cents (\$0.25) per page, one dollar (\$1.00) minimum, is required. The personal use of the equipment will only be permitted if it does not otherwise disrupt or interfere with official Borough use.



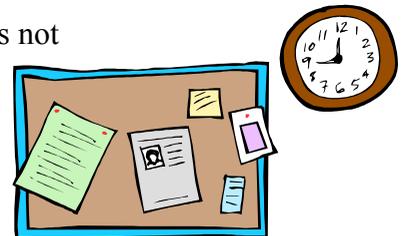
## 23.00

## GENERAL BOROUGH POLICIES

### 23.1. Solicitation and Donations

In an effort to assure a productive and harmonious work environment, persons not employed by the Borough of Brentwood may not solicit or distribute literature in the workplace at any time for any purpose.

The Borough of Brentwood recognizes that employees may have an interest in events and organizations outside the workplace. If employees have a message of interest to the workplace, they may submit it to the Borough Manager or Department head for approval. All approved messages will be posted by the Borough Administrative Assistant.



Gambling on Borough property and during working hours is absolutely prohibited. This includes on-line gambling whether for free play or not. Violation of this policy will mean immediate disciplinary action.

### 23.2. Access to All Borough Offices, Desks, Lockers, Etc.

Borough offices, desks, lockers, file cabinets, computers, and other property and facilities are provided to employees for the sole purpose of facilitating the work of the Borough. No employee may place his or her own personal lock on any Borough facility. No Borough employee has an expectation of privacy in a Borough facility. In order to provide for supervision and safe and efficient operation of the Borough, all Borough facilities, including offices, desks, lockers, file cabinets, computers are subject to access and searches by the Borough, without a warrant, when a reasonable need for access is determined by the Borough Manager.



The purposes for which the Borough may search desks, offices, file cabinets, lockers and other property include, but are not limited to:

- a. Search to retrieve work-related materials, including but not limited to correspondence, files and reports.
- b. Search to supervise and investigate performance of duties or to investigate violations of workplace rules.

- c. Search to safeguard or identify Borough property or records in an office in connection with a pending investigation into suspected employee misconduct.
- d. Search to safeguard or identify Borough property or records in offices of departing, terminated, or separated employees.

In conjunction with this policy, each employee should remember that "personal" papers or objects which the employee does not wish to expose to the public should not be stored at the Borough offices.

### **23.3. Smoking Policy**

The Borough complies with revisions of the Clean Indoor Air Act. The Borough is dedicated to protecting the public health and welfare by prohibiting smoking on and in all Borough owned properties. All Borough-Owned properties (enclosed and outside) shall be subject to the no-smoking policy, including Borough vehicles.

Smoking shall occur at a reasonable distance outside any area where smoking is prohibited to insure that tobacco smoke does not enter the area through entrances, windows, ventilation systems or any other means. It is a violation for smoke to be detected in any area where smoking is prohibited.



**24.00**

**DISCIPLINE AND TERMINATION**

The Borough may impose discipline on any employee who violates the Borough standards for conduct, performance, or otherwise violates Borough policies or state and federal law. In all instances, the Borough strives to impose consistent discipline calculated to improve work performance or modify employee conduct. The Borough will attempt to employ a progressive form of discipline but will not be bound by any set scale of discipline and discipline will be administered as the violation requires. Discipline is subject to the provisions of applicable collective bargaining agreements and the civil service laws. The following is a list of infractions that if engaged in by any Borough employee would result in discipline. These infractions are not in any way an exhaustive list but are examples of inappropriate conduct that could lead to discipline, including discharge.

- a. Stealing or misappropriating property or equipment belonging to the Borough or a fellow employee, or property of outside concerns servicing the Borough.
- b. Possessing weapons or explosives of any type on Borough property without authorization.
- c. Provoking, instigating or being involved in a fight on Borough property or carrying out acts of violence or threatening violence to an employee, supervisor, Borough official or visitor.
- d. Bringing, possessing or using drugs or alcohol on Borough premises during the workday. Possessing or using intoxicants on Borough premises during work hours, unless specifically authorized.
- e. Possession and/or use on Borough property or during working hours of narcotics, marijuana, or other controlled substances not prescribed by a physician.
- f. Falsifying any reports, false stories pertaining to absence from work, including personnel records, or assisting in such falsification.
- g. Insubordination, including refusal or deliberate failure to carry out a work assignment or to comply with the instructions of a supervisor.
- h. Instigating or encouraging any work stoppage, interruption or impeding of work in violation of any collective bargaining agreement, if applicable.

- i. Participating in gambling or conducting any illegal lottery or any other game of chance on Borough property.
- j. Immoral or indecent conduct during the workday or on Borough premises.
- k. Absence of five (5) consecutive work days without notification.
- l. Deliberately restricting output or encouraging another employee to do so.
- m. Sleeping while on duty, without authorization from Borough Manager or Department Director.
- n. Holding or seeking an elected political office or engaging in political activity except exercising the right to vote in violation of the Hatch Act or other applicable law.

## **24.1. Grievance Procedure**

Employees covered by collective bargaining agreements or Civil Service rules and regulations may invoke the grievance and appeal process as defined in the applicable collective bargaining contract or the Civil Service Rules and Regulations.

**25.00**

**ACKNOWLEDGMENT FORM**

The contents of this manual are intended to describe the current policies and procedures that are in effect for the employees of the Borough of Brentwood. This manual supersedes and replaces all prior notices and policies to the extent that they are inconsistent with the information contained in this manual. No manual of this kind can possibly cover every situation. Situations not covered in this manual will be reviewed on an individual basis, but in a manner as to conform to the intent of the provisions.

**Disclaimer**

As stated in the Introduction in Section 2.00, this manual is not an employment contract. It is a general statement of policies and benefits. This manual is not binding on the Borough of Brentwood. The Borough of Brentwood reserves the right to make final decisions regarding the interpretation and application of its policies and procedures, whether or not discussed in the manual, and to change or discontinue them at any time. In the event this manual conflicts with the terms and conditions of agreements between the Borough of Brentwood and collective bargaining units, the terms and conditions of the collective bargaining agreements will prevail. The Borough reserves the right to change the contents of this manual at any time without prior notice.

**Acknowledgment of Receipt**

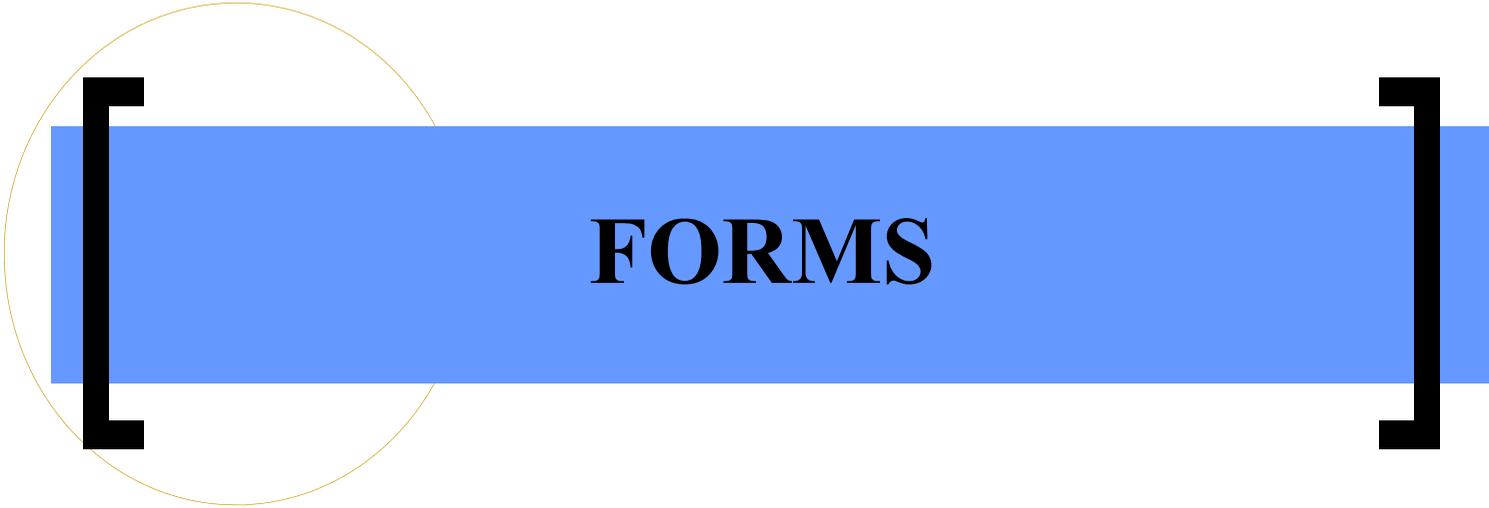
This serves to notify the Borough of Brentwood that I have read a copy of the Personnel Policies and Procedures Manual. I understand that it is my responsibility to follow the policies, practices, rules and regulations outlined in the Manual.

Print Name \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





**FORMS**



**Attachment A**

**THE BOROUGH OF BRENTWOOD**

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD  
PITTSBURGH, PA 15227-3199  
Office 412-884-1500 FAX 412-884-1911  
www.brentwoodboro.com

**DISCLOSURE STATEMENT**

Please print or type:

NAME \_\_\_\_\_ DATE \_\_\_\_\_

(Last)

(First)

(Middle)

ADDRESS

(Number)

(Street)

(Zip Code)

(MUNICIPALITY)

TITLE OR POSITION HELD IN BOROUGH \_\_\_\_\_

The name of any person, corporation, firm, partnership or other business association in which you have a financial or personal interest and which may be involved in a transaction with the Borough.  
(NO DOLLAR OR OTHER VALUE OF AN INTEREST IS TO BE STATED):

Any real estate located in the Borough in which you have a personal or financial interest, except for your real estate used as your residence, if such residence is a one-dwelling unit located on one acre or less:

I certify that I have read the "Code of Ethics" in section 4.0 of the Personnel Policies and Procedures Manual and undertake to conform to the provisions, purposes, and interest thereof.

\_\_\_\_\_  
(Signature) DATE \_\_\_\_\_

**\*The Employee is required to notify the Borough Manager of any changes to the above information.**



**Attachment B**

**THE BOROUGH OF BRENTWOOD**

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD  
PITTSBURGH, PA 15227-3199  
Office 412-884-1500 FAX 412-884-1911  
www.brentwoodboro.com

**HEALTH INSURANCE CHANGE FORM**

**\*\*This form is to be used to notify Borough Administration of changes to insurance coverage. Additional forms may be required by the individual plans.\*\***

Only complete those sections which apply to changes in membership.

Employee Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Please discontinue coverage for (spouse/dependent(s)):

\_\_\_\_\_

Current Address: \_\_\_\_\_

\_\_\_\_\_

**Reason for Discontinuing Coverage**

- Divorce/Legal Separation
- Military Service
- Dependent has reached 25<sup>th</sup> birthday
- Dependent has married
- Dependent has gained employment with benefits
- Dependent has reached 19<sup>th</sup> birthday and is not a full-time student

**\*Failure to notify the Borough within 30 days of a status change may result in disciplinary action and/or premium reimbursement**

Attachment C



**THE BOROUGH OF BRENTWOOD**

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD  
PITTSBURGH, PA 15227-3199  
Office 412-884-1500 FAX 412-884-1911  
www.brentwoodboro.com

**CAFETERIA PLAN ENROLLMENT**

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Marital Status (Single/Married/Divorced/Legally Separated): \_\_\_\_\_

**CONFIRMATION OF WAIVER**

\_\_\_\_\_ [Please initial]

I have elected to waive health care coverage.

I understand that I may be eligible for taxable cash payments, based on waiving benefit coverage. I have been provided separate documentation describing the provisions relating to such payments, including whether I am eligible for such payments. These payments are subject to all payroll withholding and income taxes. Note this is not a change from the current tax treatment of these payments.

As requested by the Plan Administrator, I will provide such additional documentation as needed to prove eligibility for cash payments for waiving benefit coverage.

**Read the Statements Below, Then Sign and Date This Form.**

I understand that this authorization is irrevocable for 20\_\_ unless I have a "change in status" or other limited circumstance (as described in the documentation provided and in the Plan document) that permits me to change my election.

I understand that, prior to each Plan Year, I will be offered the opportunity to make a new benefit election for the upcoming Plan Year. If I do not complete and return a new enrollment form at that time, I will be treated as having elected to continue my benefit coverage(s) then in effect for the new Plan Year.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **HEALTH INSURANCE WAIVER OPTION**

### **Terms of Payment**

In the event an employee opts to waive health insurance (including Dental and Vision) coverage provided by the Borough of Brentwood for the calendar year, the employee shall be paid a sum of six thousand dollars (\$6,000). The payment will be made in two (2) installments of three thousand dollars (\$3,000) payable on June 1<sup>st</sup> and December 1<sup>st</sup> of each calendar year the employee does not accept the Borough provided health insurance plan. Should the employee change the election and reenroll in the health insurance coverage, the sum will be adjusted pro rata.

### **How often may I change my elections under the Plan?**

Because the Plan offers you favorable tax treatment, federal law does place restrictions on when you may change your elections. Generally, you only have one election each year. However, the law does allow you to change elections if you have a change in family status such as a change in the number of members in your family, marriage, divorce legal separation or death of a spouse, changes to the cost of your health coverage, loss of coverage for a family member under another employer's health plan, entitlement to medical care, entitlement to HIPAA special enrollment rights, and court ordered coverage. Please see the Plan document for more details.



**Attachment D**  
**THE BOROUGH OF BRENTWOOD**

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD  
PITTSBURGH, PA 15227-3199  
Office 412-884-1500 FAX 412-884-1911  
www.brentwoodboro.com

**DECLINATION/VERIFICATION OF OTHER MEDICAL COVERAGE**

Employee Name \_\_\_\_\_ Social Security Number \_\_\_\_\_

I understand that I am eligible for the benefits provided under the Borough of Brentwood Cafeteria Plan. The medical benefits under such plan and the contribution I would receive if I should waive these benefits have been explained to me.

I certify that I have medical benefits under another source:

Name of organization providing coverage \_\_\_\_\_

Address \_\_\_\_\_

Insurance carrier \_\_\_\_\_

Group Number \_\_\_\_\_

I, therefore, decline coverage under the Borough of Brentwood Cafeteria Plan and waive all claims to medical benefits.

I understand that if I choose to enroll for the benefits at a later date, I (and/or my dependents) may be subject to limitations for preexisting conditions and required to furnish evidence of insurability in order to be insured.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Attachment E**



**THE BOROUGH OF BRENTWOOD**

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD  
PITTSBURGH, PA 15227-3199  
Office 412-884-1500 FAX 412-884-1911  
www.brentwoodboro.com

**BOROUGH OF BRENTWOOD POLICE DEPARTMENT**

**DROP ELECTION FORM**

I, \_\_\_\_\_, do hereby provide notice to the Borough of Brentwood, that I have elected to participate in the DROP Program of the Borough of Brentwood Police Pension Plan, pursuant to Ordinance No. 1180-2009, effective on the 25<sup>th</sup> of August 2009 and Amened by Ordinance No. 1193-2010, effective on the 21<sup>st</sup> of December 2010. As part of this DROP Election, I further hereby provide notice to the Borough of Brentwood that I will terminate my employment with the Borough of Brentwood Police Department effective on \_\_\_\_\_ . I expressly understand that this notice of termination is irrevocable. I acknowledge that the Borough has advised me to consult with a Tax Advisor, of my choice, prior to entering into the DROP Program, since there may be serious tax implications and/or consequences to participating in the DROP Program.

Date: \_\_\_\_\_

\_\_\_\_\_  
Police Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Chief Administrative Officer



## Attachment F

# THE BOROUGH OF BRENTWOOD

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD  
PITTSBURGH, PA 15227-3199  
Office 412-884-1500 FAX 412-884-1911  
www.brentwoodboro.com

## EMPLOYEE NOTICE AND ACKNOWLEDGEMENT OF PENNSYLVANIA WORKMEN'S COMPENSATION ACT

This notice shall serve to advise you of your rights and responsibilities under the Pennsylvania Workers' Compensation Act.

If you sustain a work related medical injury you are requested to first treat with a doctor/facility on the list of providers identified bellowed. You are requested to treat with that provider for 90 days for the first visit. However, if surgery is recommended by the designated physician, then you are allowed to seek a second opinion by a physician of your choice. If the second opinion differs from the first, you have the right to determine which course of treatment to follow, provided that the second opinion provides a specific and detailed course of treatment. If you choose to follow the procedures designated in the second opinion, such procedures shall be performed by one of the physicians or other health care providers so designated by the employer for a period of 90 days from the date of the second opinion visit.

Treatment with your own medical provider is in violation of the above and may result in your medical bills being unpaid. If you select a medical provider not on the panel listed below, you must notify your employer of your choice of provider within 5 days of your visit. Non-notification will risk non-payment of those medical bills until proper notice is given.

### Employer's Panel

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Area of Specialty</u>
Jefferson Regional Occupational Medicine	575 Coal Valley Rd., Suite 502 Pittsburgh, Pa 15236	412-469-5983	Occupational Medicine
Steel Valley Orthopedic Associates	1200 Brooks Lane, Suite 240 Jefferson Medical Arts Building Jefferson Hills, Pa 15025	412-469-1660	Orthopedics
Jefferson Hills Surgical Associates	1200 Brooks Lane, Suite 150 Jefferson Medical Arts Building Jefferson Hills, Pa 15025	412-469-7110	General Surgery
South Hills Pain & Rehab	575 Coal Valley Road, Suite 277 South Hills Medical Building Pittsburgh, Pa 15236	412-469-7722	Physiatrist
Pittsburgh Eye Institute	575 Coal Valley Road, Suite 461 South Hills Medical Building Pittsburgh, Pa 15236	412-466-6800	Ophthalmology
Associates in Neurology	575 Coal Valley Road, Suite 104 South Hills Medical Building Pittsburgh, Pa 15236	412-471-4772	Neurology
Dr. Carmen Gioia	801 State Street Clairton, Pa 15025	412-233-3600	Chiropractic
Hurley Chiropractic	2851 Saw Mill Run Boulevard Pittsburgh, PA 15227	412-882-3300	Chiropractic
Laurent Chiropractic	4101 Brownsville Road Pittsburgh, PA 15227	412-884-5566	Chiropractic
JRMC Diagnostics	3720 Brownsville Road, Suite 3722 Pittsburgh, Pa 15227 (Clairton, Homestead, & Bethel Park locations also available)	412-886-2700	MRI/Diagnostics
JRMC Outpatient Rehab	3720 Brownsville Road, 3 <sup>rd</sup> floor Pittsburgh, Pa 15227 (Clairton & Bethel Park locations also available)	412-886-2727	Physical/Occupational Therapy

The Borough of Brentwood is currently being insured by:

Housing and Redevelopment Insurance Exchange, 424 Jefferson Avenue Scranton, PA 18510, phone (570) 344-1152. Claims are handled through Excalibur Insurance Management Services, 707 Grant Street, 30<sup>th</sup> Floor, Pittsburgh, PA 15219, phone (412) 697-1380, fax (412) 697-1389.

*Please Sign below and retain for your records*

I, \_\_\_\_\_ have read and understand the rights and responsibilities regarding the above.

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Employer Representative's Signature**

\_\_\_\_\_  
**Date**

-----  
*Please sign below and return to the Borough Administrative Office*

I, \_\_\_\_\_ have read and understand the rights and responsibilities regarding the above.

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Employer Representative's Signature**

\_\_\_\_\_  
**Date**



## Attachment G

# THE BOROUGH OF BRENTWOOD

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD

PITTSBURGH, PA 15227-3199

Office 412-884-1500 FAX 412-884-1911

www.brentwoodboro.com

## EMPLOYER'S REPORT OF OCCUPATIONAL INJURY OR DISEASE

### Employee Personal Information

Name \_\_\_\_\_  
Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Address \_\_\_\_\_  
Street City State Zip County  
Phone \_\_\_\_\_ Sex (Please Circle) Male Female  
Marital Status \_\_\_\_\_  
Number of Dependents \_\_\_\_\_

### Employee Job Related Information

Date of Hire \_\_\_\_\_  
Occupation or Job Title \_\_\_\_\_  
Employment Status (Please Circle) Full-Time Part-Time Seasonal Volunteer Other \_\_\_\_\_  
Full Pay for Date of Injury \_\_\_\_\_  
Time Employee Began Work on Date of Injury \_\_\_\_\_  
Last Day Worked (Month, day, year) \_\_\_\_\_  
Date Disability began \_\_\_\_\_  
Date Returned to Work \_\_\_\_\_

### Employer Information

Employer The Borough of Brentwood  
Address 3624 Brownsville Road Pittsburgh, PA 15227 Allegheny County  
Phone Number 412-884-1500  
Employer FEIN 25-60002887  
Policy Number \_\_\_\_\_ Policy Period \_\_\_\_\_  
Date Employer Notified of Injury \_\_\_\_\_

### Injury Description

Date of Injury \_\_\_\_\_ Time of Occurrence (Be precise) \_\_\_\_\_  
If fatal, give date of death \_\_\_\_\_  
Type of Injury or illness \_\_\_\_\_  
Parts of body affected \_\_\_\_\_  
Cause of Injury \_\_\_\_\_

Did the injury or illness occur on the Employers premises? (Please Circle) Yes No

If out of state, in what state did the injury occur? \_\_\_\_\_

Were safeguards or safety equipment provided? (Please Circle) Yes No

Were safeguards or safety equipment used? (Please Circle) Yes No

Please list all equipment, materials or chemicals the employee was using when accident or illness exposure occurred. \_\_\_\_\_

How Injury or Illness/Abnormal Health Condition Occurred. Describe the sequence of events and include any objects or substances directly responsible. \_\_\_\_\_

**Treatment Information**

Physician/Health Care Provider Name \_\_\_\_\_

Physician's Address \_\_\_\_\_

Hospital Name \_\_\_\_\_

Hospital Address \_\_\_\_\_

Initial Treatment (Please Circle) No Medical Treatment Minor by Employee Clinic/Hospital  
Panel/Physician Employee Physician Emergency Care Hospitalized More than 24 Hours

Policy/Self Insured Number \_\_\_\_\_

Policy Period FROM \_\_\_\_\_ TO \_\_\_\_\_  
Month/Day/Year Month/Day/Year

**Witness Information**

Were there witnesses to the injury? (Please Circle) Yes No

If yes, please list the name of the witness and their phone number

1. Name \_\_\_\_\_ Phone Number \_\_\_\_\_

2. Name \_\_\_\_\_ Phone Number \_\_\_\_\_

**Contact Information**

Employee's Emergency Contact Name \_\_\_\_\_

Phone Number \_\_\_\_\_

**Additional Information**

NCCI Class Code \_\_\_\_\_

SIC Code (if known) \_\_\_\_\_

NAICAS Code \_\_\_\_\_

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By signing below you agree that the information above is true and accurate

Person Completing Form \_\_\_\_\_ Phone \_\_\_\_\_  
Name Title

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

**Attachment H**



**THE BOROUGH OF BRENTWOOD**

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD  
PITTSBURGH, PA 15227-3199  
Office 412-884-1500 FAX 412-884-1911  
www.brentwoodboro.com

**HEART AND LUNG INJURY REPORT FORM**

(To be completed by Injured Officer)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Badge Number: \_\_\_\_\_

1. Describe your injury:

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2. Describe the date, time and place the injury occurred:

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3. Describe how your injury occurred:

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4. Describe why and how you believe your injury prevents you from performing your duties as a police officer:

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5. List any and all witnesses to your injury and provide their contact information, if available, if they are not employees of the Borough of Brentwood:

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6. List the name and address of all medical providers including hospitals where you have received treatment for this injury:

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I understand that by signing this form and submitting it to the Borough of Brentwood Administration for review I am certifying that the information provided is accurate and complete, and that I am requesting that the Borough make a determination concerning my eligibility for benefits under Pennsylvania's "Heart and Lung Act." I also certify that if any of the provided information changes, or needs supplemented, that I will notify the Borough as soon as possible and provide the necessary updated information.

---

Claimant

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Date



**Attachment I**

**THE BOROUGH OF BRENTWOOD**

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD  
PITTSBURGH, PA 15227-3199  
Office 412-884-1500 FAX 412-884-1911  
www.brentwoodboro.com

**VACATION REQUEST FORM**

Please complete the top half of the form and submit it to Finance/Human Resources Director for approval.

Name of Employee: \_\_\_\_\_

Department: \_\_\_\_\_

Vacation Start Date (First day of Vacation): \_\_\_\_\_

Returning to work Date: \_\_\_\_\_

Total Number of Days Requested: \_\_\_\_\_ day(s)

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

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**Employer Authorization**

Total Current Number of Vacation Days: \_\_\_\_\_ day(s)

Total Number of Vacation Days Approved: \_\_\_\_\_ day(s)

Total Number of Vacation Days Remaining: \_\_\_\_\_ day(s)

Request Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Finance/Human Resources Director



**Attachment J**  
**THE BOROUGH OF BRENTWOOD**

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD  
PITTSBURGH, PA 15227-3199  
Office 412-884-1500 FAX 412-884-1911  
www.brentwoodboro.com

**Certification of Health Care Provider for Employee's Serious Health Condition  
(Family Medical Leave Act)**

**SECTION I: For Completion by the EMPLOYER**

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: \_\_\_\_\_

Employee's job title: \_\_\_\_\_ Regular work \_\_\_\_\_

Employee's essential job functions: \_\_\_\_\_

Check if job description is attached: \_\_\_\_\_

**SECTION II: For Completion by the EMPLOYEE**

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. § 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: \_\_\_\_\_  
First Middle Last

**SECTION III: For Completion by the HEALTH CARE PROVIDER**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Please be sure to sign the form on the last page.

Provider's name and business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

**PART A: MEDICAL FACTS**

1. Approximate date condition commenced: \_\_\_\_\_

Probable duration of condition: \_\_\_\_\_

**Mark below as applicable:**

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

No  Yes. If so, dates of admission:

\_\_\_\_\_

Date(s) you treated the patient for condition:

\_\_\_\_\_

Will the patient need to have treatment visits at least twice per year due to the condition?  No  Yes.

Was medication, other than over-the-counter medication, prescribed?  No  Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

No  Yes. If so, state the nature of such treatments and expected duration of treatment:

\_\_\_\_\_

2. Is the medical condition pregnancy?  No  Yes. If so, expected delivery date: \_\_\_\_\_

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition:  No  Yes.

If so, identify the job functions the employee is unable to perform:

\_\_\_\_\_

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PART B: AMOUNT OF LEAVE NEEDED**

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery?  No  Yes

If so, estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition?  No  Yes

If so, are the treatments or the reduced number of hours of work medically necessary?  
 No  Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

\_\_\_\_\_

Estimate the part-time or reduced work schedule the employee needs, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions?  No  Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups?  
 No  Yes. If so, explain:

\_\_\_\_\_  
\_\_\_\_\_

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours or \_\_\_\_\_ day(s) per episode

**ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





Attachment K

**THE BOROUGH OF BRENTWOOD**

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD  
PITTSBURGH, PA 15227-3199  
Office 412-884-1500 FAX 412-884-1911  
www.brentwoodboro.com

**Certification of Health Care Provider for Family Member’s Serious Health Condition  
(Family and Medical Leave Act)**

**SECTION I: For Completion by the EMPLOYER**

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees’ family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: \_\_\_\_\_

**SECTION II: For Completion by the EMPLOYEE**

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II before giving this form to your family member or his/her medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a covered family member with a serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form to your employer. 29 C.F.R. § 825.305.

Your name: \_\_\_\_\_  
First Middle Last

Name of family member for whom you will provide care: \_\_\_\_\_  
First Middle Last

Relationship of family member to you: \_\_\_\_\_

If family member is your son or daughter, date of birth: \_\_\_\_\_

Describe care you will provide to your family member and estimate leave needed to provide care:

\_\_\_\_\_  
Employee Signature Date

**SECTION III: For Completion by the HEALTH CARE PROVIDER**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax:( \_\_\_\_\_ ) \_\_\_\_\_

**PART A: MEDICAL FACTS**

1. Approximate date condition commenced: \_\_\_\_\_

Probable duration of condition: \_\_\_\_\_

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?  
\_\_\_ No \_\_\_ Yes. If so, dates of admission: \_\_\_\_\_

Date(s) you treated the patient for condition: \_\_\_\_\_

Was medication, other than over-the-counter medication, prescribed? \_\_\_ No \_\_\_ Yes.

Will the patient need to have treatment visits at least twice per year due to the condition? \_\_\_ No \_\_\_ Yes

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?  
\_\_\_ No \_\_\_ Yes. If so, state the nature of such treatments and expected duration of treatment:

\_\_\_\_\_  
\_\_\_\_\_

2. Is the medical condition pregnancy? \_\_\_ No \_\_\_ Yes. If so, expected delivery date: \_\_\_\_\_

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART B: AMOUNT OF CARE NEEDED:** When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care:

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? \_\_\_No \_\_\_Yes.

Estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_

During this time, will the patient need care? \_\_\_ No \_\_\_ Yes.

Explain the care needed by the patient and why such care is medically necessary:

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5. Will the patient require follow-up treatments, including any time for recovery? \_\_\_No \_\_\_Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

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Explain the care needed by the patient, and why such care is medically necessary: \_\_\_\_\_

---

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? \_\_\_ No \_\_\_ Yes.

Estimate the hours the patient needs care on an intermittent basis, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

Explain the care needed by the patient, and why such care is medically necessary:

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7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? \_\_\_ No \_\_\_ Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: \_\_\_ times per \_\_\_ week(s) \_\_\_ month(s)

Duration: \_\_\_ hours or \_\_\_ day(s) per episode

Does the patient need care during these flare-ups? \_\_\_ No \_\_\_ Yes.

Explain the care needed by the patient, and why such care is medically necessary: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature of Health Care Provider**

\_\_\_\_\_  
**Date**

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210.

**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.**



# Attachment L THE BOROUGH OF BRENTWOOD

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD  
PITTSBURGH, PA 15227-3199  
Office 412-884-1500 FAX 412-884-1911  
www.brentwoodboro.com

## Notice of Eligibility and Rights and Responsibilities (Family Medical Leave Act)

In general, to be eligible an employee must have worked for an employer for at least 12 months, have worked at least 1,250 hours in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. While use of this form by employers is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. § 825.300(b), which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Part B provides employees with information regarding their rights and responsibilities for taking FMLA leave, as required by 29 C.F.R. § 825.300(b), (c).

### [Part A – NOTICE OF ELIGIBILITY]

TO: \_\_\_\_\_  
Employee

FROM: \_\_\_\_\_  
Employer Representative

DATE: \_\_\_\_\_

On \_\_\_\_\_, you informed us that you needed leave beginning on \_\_\_\_\_ for:

- \_\_\_\_\_ The birth of a child, or placement of a child with you for adoption or foster care;
- \_\_\_\_\_ Your own serious health condition;
- \_\_\_\_\_ Because you are needed to care for your \_\_\_\_\_ spouse; \_\_\_\_\_ child; \_\_\_\_\_ parent due to his/her serious health condition.
- \_\_\_\_\_ Because of a qualifying exigency arising out of the fact that your \_\_\_\_\_ spouse; \_\_\_\_\_ son or daughter; \_\_\_\_\_ parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
- \_\_\_\_\_ Because you are the \_\_\_\_\_ spouse; \_\_\_\_\_ son or daughter; \_\_\_\_\_ parent; \_\_\_\_\_ next of kin of a covered servicemember with a serious injury or illness.

This Notice is to inform you that you:

- \_\_\_\_\_ Are eligible for FMLA leave (See Part B below for Rights and Responsibilities)
- \_\_\_\_\_ Are **not** eligible for FMLA leave, because (only one reason need be checked, although you may not be eligible for other reasons):
  - \_\_\_\_\_ You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately \_\_\_\_\_ months towards this requirement.
  - \_\_\_\_\_ You have not met the FMLA's 1,250-hours-worked requirement.
  - \_\_\_\_\_ You do not work and/or report to a site with 50 or more employees within 75-miles.

If you have any questions, contact \_\_\_\_\_ or view the FMLA poster located in \_\_\_\_\_.

### [PART B-RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA LEAVE]

As explained in Part A, you meet the eligibility requirements for taking FMLA leave and still have FMLA leave available in the applicable 12-month period. **However, in order for us to determine whether your absence qualifies as FMLA leave, you must return the following information to us by \_\_\_\_\_.** (If a certification is requested, employers must allow at least 15 calendar days from receipt of this notice; additional time may be required in some circumstances.) If sufficient information is not provided in a timely manner, your leave may be denied.

- \_\_\_\_\_ Sufficient certification to support your request for FMLA leave. A certification form that sets forth the information necessary to support your request \_\_\_\_\_ is/ \_\_\_\_\_ is not enclosed.
- \_\_\_\_\_ Sufficient documentation to establish the required relationship between you and your family member.
- \_\_\_\_\_ Other information needed: \_\_\_\_\_
- \_\_\_\_\_ No additional information requested

If your leave does qualify as FMLA leave you will have the following responsibilities while on FMLA leave (only checked blanks apply):

Contact \_\_\_\_\_ at \_\_\_\_\_ to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. You have a minimum 30-day (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.

You will be required to use your available paid \_\_\_\_\_ sick, \_\_\_\_\_ vacation, and/or \_\_\_\_\_ other leave during your FMLA absence. This means that you will receive your paid leave and the leave will also be considered protected FMLA leave and counted against your FMLA leave entitlement.

Due to your status within the company, you are considered a "key employee" as defined in the FMLA. As a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us. We \_\_\_\_\_ have/\_\_\_\_\_ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us.

While on leave you will be required to furnish us with periodic reports of your status and intent to return to work every \_\_\_\_\_. (Indicate interval of periodic reports, as appropriate for the particular leave situation).

If the circumstances of your leave change, and you are able to return to work earlier than the date indicated on the reverse side of this form, you will be required to notify us at least two workdays prior to the date you intend to report for work.

If your leave does qualify as FMLA leave you will have the following rights while on FMLA leave:

- You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as:
  - \_\_\_\_\_ the calendar year (January – December).
  - \_\_\_\_\_ a fixed leave year based on \_\_\_\_\_.
  - \_\_\_\_\_ the 12-month period measured forward from the date of your first FMLA leave usage.
  - \_\_\_\_\_ a "rolling" 12-month period measured backward from the date of any FMLA leave usage.
- You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered servicemember with a serious injury or illness. This single 12-month period commenced on \_\_\_\_\_.
- Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.
- You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA.)
- If you do not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; 2) the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or 3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.
- If we have not informed you above that you must use accrued paid leave while taking your unpaid FMLA leave entitlement, you have the right to have \_\_\_\_\_ sick, \_\_\_\_\_ vacation, and/or \_\_\_\_\_ other leave run concurrently with your unpaid leave entitlement, provided you meet any applicable requirements of the leave policy. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid FMLA leave.

\_\_\_\_\_ For a copy of conditions applicable to sick/vacation/other leave usage please refer to \_\_\_\_\_ available at: \_\_\_\_\_.

\_\_\_\_\_ Applicable conditions for use of paid leave: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Once we obtain the information from you as specified above, we will inform you, within 5 business days, whether your leave will be designated as FMLA leave and count towards your FMLA leave entitlement. If you have any questions, please do not hesitate to contact:

\_\_\_\_\_ at \_\_\_\_\_.

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**



**Attachment M**  
**THE BOROUGH OF BRENTWOOD**

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD  
PITTSBURGH, PA 15227-3199  
Office 412-884-1500 FAX 412-884-1911  
www.brentwoodboro.com

**Designation Notice (Family and Medical Leave Act)**

Leave covered under the Family and Medical Leave Act (FMLA) must be designated as FMLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient. While use of this form by employers is optional, a fully completed WH-382 provides an easy method of providing employees with the written information required by 29 C.F.R. §§ 825.300(c), 825.301, and 825.305(c).

To: \_\_\_\_\_

Date: \_\_\_\_\_

We have reviewed your request for leave under the FMLA and any supporting documentation that you have provided.  
We received your most recent information on \_\_\_\_\_ and decided:

\_\_\_\_\_ **Your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave.**

**The FMLA requires that you notify us as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your leave entitlement:** \_\_\_\_\_

\_\_\_\_\_ Provided there is no deviation from your anticipated leave schedule, the following number of hours, days, or weeks will be counted against your leave entitlement:

\_\_\_\_\_ Because the leave you will need will be unscheduled, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

**Please be advised (check if applicable):**

\_\_\_\_\_ You have requested to use paid leave during your FMLA leave. Any paid leave taken for this reason will count against your FMLA leave entitlement.

\_\_\_\_\_ We are requiring you to substitute or use paid leave during your FMLA leave.

\_\_\_\_\_ You will be required to present a fitness-for-duty certificate to be restored to employment. If such certification is not timely received, your return to work may be delayed until certification is provided. A list of the essential functions of your \_\_\_\_\_ **is** \_\_\_\_\_ **is not** attached. If attached, the fitness-for-duty certification must address your ability to perform these

\_\_\_\_\_ **Additional information is needed to determine if your FMLA leave request can be approved:**

\_\_\_\_\_ The certification you have provided is not complete and sufficient to determine whether the FMLA applies to your leave request. You must provide the following information no later than \_\_\_\_\_, unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied.  
(Provide at least seven calendar days)

\_\_\_\_\_  
(Specify information needed to make the certification complete and sufficient)

\_\_\_\_\_ We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

\_\_\_\_\_ Your FMLA Leave request is Not Approved.

\_\_\_\_\_ The FMLA does not apply to your leave request.

\_\_\_\_\_ You have exhausted your FMLA leave entitlement in the applicable 12 -month period.

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

It is mandatory for employers to inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA. 29 § 2617; 29 C.F.R. §§ 825.300(d), (e). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 – 30 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**



## Attachment N

# THE BOROUGH OF BRENTWOOD

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD  
PITTSBURGH, PA 15227-3199  
Office 412-884-1500 FAX 412-884-1911  
www.brentwoodboro.com

## Certification of Qualifying Exigency for Military Family Leave (Family Medical Leave Act)

### SECTION I: For Completion by the EMPLOYER

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave due to a qualifying exigency to submit a certification. Please complete Section I before giving this form to your employee. Your response is voluntary, and while you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.309.

Employer name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

### SECTION II: For Completion by the EMPLOYEE

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II fully and completely. The FMLA permits an employer to require that you submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a qualifying exigency. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency. Be as specific as you can; terms such as “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage. Your response is required to obtain a benefit. 29 C.F.R. § 825.310. While you are not required to provide this information, failure to do so may result in a denial of your request for FMLA leave. Your employer must give you at least 15 calendar days to return this form to your employer.

Your Name: \_\_\_\_\_  
                    First                                    Middle                                    Last

Name of covered military member on active duty or call to active duty status in support of a contingency operation:

\_\_\_\_\_  
                    First                                    Middle                                    Last

Relationship of covered military member to you: \_\_\_\_\_

Period of covered military member's active duty: \_\_\_\_\_

A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes written documentation confirming a covered military member's active duty or call to active duty status in support of a contingency operation. Please check one of the following:

- A copy of the covered military member's active duty orders is attached.
- Other documentation from the military certifying that the covered military member is on active duty (or has been notified of an impending call to active duty) in support of a contingency operation is attached.
- I have previously provided my employer with sufficient written documentation confirming the covered military member's active duty or call to active duty status in support of a contingency operation.

**PART A: QUALIFYING REASON FOR LEAVE**

1. Describe the reason you are requesting FMLA leave due to a qualifying exigency (including the specific reason you are requesting leave):

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2. A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes any available written documentation which supports the need for leave; such documentation may include a copy of a meeting announcement for informational briefings sponsored by the military, a document confirming an appointment with a counselor or school official, or a copy of a bill for services for the handling of legal or financial affairs. Available written documentation supporting this request for leave is attached.  Yes  No  None Available

**PART B: AMOUNT OF LEAVE NEEDED**

1. Approximate date exigency commenced: \_\_\_\_\_

Probable duration of exigency: \_\_\_\_\_

2. Will you need to be absent from work for a single continuous period of time due to the qualifying exigency?  No  Yes.

If so, estimate the beginning and ending dates for the period of absence:

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3. Will you need to be absent from work periodically to address this qualifying exigency?  No  Yes.

Estimate schedule of leave, including the dates of any scheduled meetings or appointments: \_\_\_\_\_

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Estimate the frequency and duration of each appointment, meeting, or leave event, including any travel time (i.e., 1 deployment-related meeting every month lasting 4 hours):

Frequency: \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours \_\_\_\_\_ day(s) per event.

**PART C:**

If leave is requested to meet with a third party (such as to arrange for childcare, to attend counseling, to attend meetings with school or childcare providers, to make financial or legal arrangements, to act as the covered military member's representative before a federal, state, or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations), a complete and sufficient certification includes the name, address, and appropriate contact information of the individual or entity with whom you are meeting (i.e., either the telephone or fax number or email address of the individual or entity). This information may be used by your employer to verify that the information contained on this form is accurate.

Name of Individual: \_\_\_\_\_ Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

Email: \_\_\_\_\_

Describe nature of meeting: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART D:**

I certify that the information I provided above is true and correct.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution AV, NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION; RETURN IT TO THE EMPLOYER.**



## Attachment O

# THE BOROUGH OF BRENTWOOD

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD  
PITTSBURGH, PA 15227-3199  
Office 412-884-1500 FAX 412-884-1911  
www.brentwoodboro.com

## Certification for Serious Injury or Illness of Covered Servicemember - -for Military Family Leave (Family Medical Leave Act)

**Notice to the EMPLOYER INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave due to a serious injury or illness of a covered servicemember to submit a certification providing sufficient facts to support the request for leave. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.310. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees or employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

**SECTION I: For Completion by the EMPLOYEE and/or the COVERED SERVICEMEMBER for whom the Employee Is Requesting Leave INSTRUCTIONS to the EMPLOYEE or COVERED SERVICEMEMBER:** Please complete Section I before having Section II completed. The FMLA permits an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a serious injury or illness of a covered servicemember. If requested by the employer, your response is required to obtain or retain the benefit of FMLA-protected leave. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to do so may result in a denial of an employee's FMLA request. 29 C.F.R. § 825.310(f). The employer must give an employee at least 15 calendar days to return this form to the employer.

**SECTION II: For Completion by a UNITED STATES DEPARTMENT OF DEFENSE ("DOD") HEALTH CARE PROVIDER or a HEALTH CARE PROVIDER who is either: (1) a United States Department of Veterans Affairs ("VA") health care provider; (2) a DOD TRICARE network authorized private health care provider; or (3) a DOD non-network TRICARE authorized private health care provider INSTRUCTIONS to the HEALTH CARE PROVIDER:** The employee listed on Page 2 has requested leave under the FMLA to care for a family member who is a member of the Regular Armed Forces, the National Guard, or the Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. For purposes of FMLA leave, a serious injury or illness is one that was incurred in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.

A complete and sufficient certification to support a request for FMLA leave due to a covered servicemember's serious injury or illness includes written documentation confirming that the covered servicemember's injury or illness was incurred in the line of duty on active duty and that the covered servicemember is undergoing treatment for such injury or illness by a health care provider listed above. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave.

**SECTION I: For Completion by the EMPLOYEE and/or the COVERED SERVICEMEMBER for whom the Employee Is Requesting Leave:** (This section must be completed first before any of the below sections can be completed by a health care provider.)

**Part A: EMPLOYEE INFORMATION**

Name and Address of Employer (this is the employer of the employee requesting leave to care for covered servicemember):

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Name of Employee Requesting Leave to Care for Covered Servicemember:

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First Middle Last

Name of Covered Servicemember (for whom employee is requesting leave to care):

---

First Middle Last

Relationship of Employee to Covered Servicemember Requesting Leave to Care:

Spouse  Parent  Son  Daughter  Next of Kin

**Part B: COVERED SERVICEMEMBER INFORMATION**

- (1) Is the Covered Servicemember a Current Member of the Regular Armed Forces, the National Guard or Reserves?  Yes  No

If yes, please provide the covered servicemember's military branch, rank and unit currently assigned to:

---

Is the covered servicemember assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients (such as a medical hold or warrior transition unit)?  Yes  No If yes, please provide the name of the medical treatment facility or unit:

---

- (2) Is the Covered Servicemember on the Temporary Disability Retired List (TDRL)?  Yes  No

**Part C: CARE TO BE PROVIDED TO THE COVERED SERVICEMEMBER**

Describe the Care to Be Provided to the Covered Servicemember and an Estimate of the Leave Needed to Provide the Care:

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**SECTION II: For Completion by a United States Department of Defense (“DOD”) Health Care Provider or a Health Care Provider who is either: (1) a United States Department of Veterans Affairs (“VA”) health care provider; (2) a DOD TRICARE network authorized private health care provider; or (3) a DOD non-network TRICARE authorized private health care provider. If you are unable to make certain of the military-related determinations contained below in Part B, you are permitted to rely upon determinations from an authorized DOD representative (such as a DOD recovery care coordinator). (Please ensure that Section I above has been completed before completing this section.) Please be sure to sign the form on the last page.**

**Part A: HEALTH CARE PROVIDER INFORMATION**

Health Care Provider’s Name and Business Address:

---

Type of Practice/Medical Specialty: \_\_\_\_\_

Please state whether you are either: (1) a DOD health care provider; (2) a VA health care provider; (3) a DOD TRICARE network authorized private health care provider; or (4) a DOD non-network TRICARE authorized private health care provider: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

**PART B: MEDICAL STATUS**

(1) Covered Servicemember’s medical condition is classified as (Check One of the Appropriate Boxes):

**(VSI) Very Seriously Ill/Injured** – Illness/Injury is of such a severity that life is imminently endangered. Family members are requested at bedside immediately. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)

**(SI) Seriously Ill/Injured** – Illness/injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)

**OTHER Ill/Injured** – a serious injury or illness that may render the servicemember medically unfit to perform the duties of the member’s office, grade, rank, or rating.

**NONE OF THE ABOVE** (Note to Employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a “serious health condition” under § 825.113 of the FMLA. If such leave is requested, you may be required to complete DOL FORM WH-380 or an employer-provided form seeking the same information.)

(2) Was the condition for which the Covered Service member is being treated incurred in line of duty on active duty in the armed forces?  Yes  No

(3) Approximate date condition commenced: \_\_\_\_\_

(4) Probable duration of condition and/or need for care: \_\_\_\_\_

(5) Is the covered servicemember undergoing medical treatment, recuperation, or therapy?  Yes  No. If yes, please describe medical treatment, recuperation or therapy:

---

**PART C: COVERED SERVICEMEMBER'S NEED FOR CARE BY FAMILY MEMBER**

- (1) Will the covered servicemember need care for a single continuous period of time, including any time for treatment and recovery?  Yes  No  
If yes, estimate the beginning and ending dates for this period of time: \_\_\_\_\_
- (2) Will the covered servicemember require periodic follow-up treatment appointments?  
 Yes  No If yes, estimate the treatment schedule: \_\_\_\_\_
- (3) Is there a medical necessity for the covered servicemember to have periodic care for these follow-up treatment appointments?  Yes  No
- (4) Is there a medical necessity for the covered servicemember to have periodic care for other than scheduled follow-up treatment appointments (e.g., episodic flare-ups of medical condition)?  Yes  No If yes, please estimate the frequency and duration of the periodic care:

\_\_\_\_\_  
\_\_\_\_\_

**Signature of Health Care Provider:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years, in accordance with 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution AV, NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION; RETURN IT TO THE PATIENT.**



**Attachment P**

**THE BOROUGH OF BRENTWOOD**

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD  
PITTSBURGH, PA 15227-3199  
Office 412-884-1500 FAX 412-884-1911  
www.brentwoodboro.com

**ACCIDENT REPORT**

(To be completed by Borough Employee)

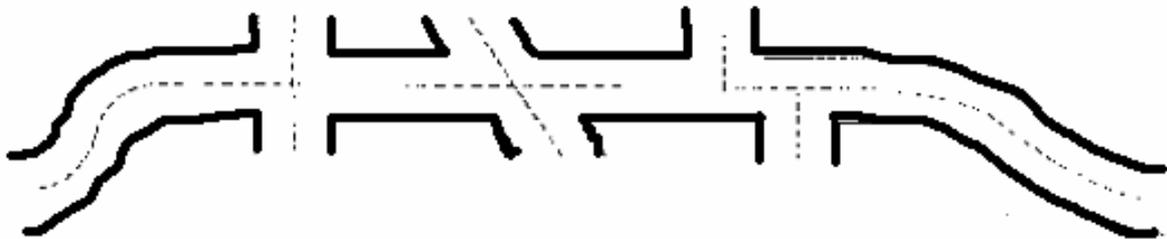
Name of Driver: \_\_\_\_\_

Date of Accident \_\_\_\_\_ Time of Accident \_\_\_\_\_

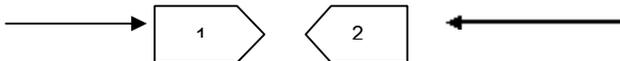
Vehicle(s) involved (type, make, year) \_\_\_\_\_

Please Describe the Cause of the Accident \_\_\_\_\_

Show How The Accident Occurred By Using This Diagram



1. Use Solid line to show path of vehicle before accident \_\_\_\_\_ and dotted line after accident .....
2. Number each vehicle and show direction of travel by arrow.



Mark your vehicle as #1, all others #2, #3, etc

3. Show pedestrians by, O
4. Railroad by, I-I-I-I-I-I-I

Was there vehicle damage (Please Circle) Yes No

If yes, please describe the vehicle damage: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Was there Property Damage (Please Circle) Yes No

If yes, please describe the property damage: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

Name, address and phone number of Witnesses, include vehicle occupants. (If more than three provide additional information on the back)

1. \_\_\_\_\_  
Name Address Phone Number

2. \_\_\_\_\_  
Name Address Phone Number

3. \_\_\_\_\_  
Name Address Phone Number

---

Was anyone injured? (Please Circle) Yes No Seatbelts used? (Please Circle) Yes No

Name, address, and phone number of injured (If more than three, provide additional information on the back)

1. \_\_\_\_\_  
Name Address Phone Number

2. \_\_\_\_\_  
Name Address Phone Number

3. \_\_\_\_\_  
Name Address Phone Number

---

\*Please attach any photos taken of the scene (e.g. vehicles, intersection, signs)

---

Completed By \_\_\_\_\_ Date \_\_\_\_\_  
Print Employee Name

Signature \_\_\_\_\_



**Attachment Q**

**REQUEST FOR TEMPORARY LIGHT DUTY – PART A**

(To be completed by employee and given to immediate supervisor)

I am requesting a temporary light duty assignment to accommodate a work related injury or illness, and I have attached appropriate medical documentation to support my request. I understand light duty is not a "make work" situation, it is an accommodation. I understand offer of light duty assignment is with the discretion of management taking into consideration, but not limited to the following: Availability of work, skills of the injured employee, available funding for said work and the physical ability of the employee to perform the tasks in question. I confirm that I have read and understand the Brentwood Borough Light Duty Policy adopted December 15, 2009 by Resolution 2009-27.

\_\_\_\_\_  
Employee's Printed Name

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Position/Job Title

\_\_\_\_\_  
Date of Injury

\_\_\_\_\_  
Nature of the Injury

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Supervisor's Name

\_\_\_\_\_  
Physician's Name

\_\_\_\_\_  
Physician's Specialty

\_\_\_\_\_  
Physician's Address

\_\_\_\_\_  
Physician's Telephone Number

\_\_\_\_\_  
City and State

---

**PART B** - (To be completed by employee's immediate supervisor and submitted to the Borough Manager, or Designee)

Based on the medical restrictions outlined on the accompanying Physician or Practitioner's Certification (*Attachment 2*):

\_\_\_\_\_ Work **IS** Available in the Department

\_\_\_\_\_ Work **IS NOT** Available in the Department

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borough Manager's Signature

\_\_\_\_\_  
Date

**REQUEST FOR TEMPORARY LIGHT DUTY**

**PART C** - (To be completed by Borough Manager or Designee)

\_\_\_\_\_ Light Duty is approved from \_\_\_\_\_ to \_\_\_\_\_. Physician concurrence is required. *See Part D.*

\_\_\_\_\_ Light Duty is denied. (Provide employee with a written notice as to the reason(s) for denial of Light Duty work.)

\_\_\_\_\_  
Signature/ Concurrence (Borough Manager)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name (Borough Manager)

---

**PART D** - (To be completed by Physician)

**APPROVAL/RELEASE FOR LIGHT DUTY**

\_\_\_\_\_  
Signature/ Concurrence of Physician

\_\_\_\_\_  
Date

**PRIVACY ACT STATEMENT:** "The collection of this information is authorized by 39 U.S.C. 401 and 1001. This information will be used to make a determination concerning your request for light duty or return to duty after surgery/ illness / injury. As a routine use, this information may be disclosed to an appropriate government agency, domestic or foreign, for law enforcement purposes; where pertinent, in a legal proceeding to which the Borough of Brentwood is a party or has an interest; to a government agency in order to obtain information relevant to a Borough of Brentwood decision concerning employment, security, clearances, contracts, licenses, grants, permits or other benefits; to a government agency upon its request when relevant to its decision concerning employment, security clearances, security or suitability investigations, contracts, licenses, grants or other benefits; to an expert, consultant, or other person under contract with the Borough of Brentwood to fulfill an agency function; to an independent certified public accountant during an official audit of Borough of Brentwood finances; to an investigator, administrative judge or complaints examiner appointed by the Equal Employment Opportunity Commission for investigation of a formal EEO complaint under 29 CFR 1614; to the Borough Special Counsel for proceedings or investigations involving personnel practices and other matters within their jurisdiction; to a labor organization as required by the National Labor Relations Act; to officials of the Office of Worker's Compensation Programs, Retired Military Pay Centers, Veterans Administration, and Social Security Administration in the administration of benefit programs; to an employee's private treating physician and to medical personnel retained by the Borough of Brentwood to provide medical services in connection with an employee's health or physical condition related to employment; and to the Occupational Safety and Health Administration and the National Institute of Occupational Safety and Health when needed by that organization to perform its duties under 29 CFR Part 19. Completion of this form is voluntary; however, failure to provide information may result in disapproval of your request."

The above statements are consistent with the current description of 120-090, the Privacy Act system covering these records. Information collected must be maintained and used in accordance with Privacy Act regulations (ASM 353)



**Attachment R**

**THE BOROUGH OF BRENTWOOD**

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD  
 PITTSBURGH, PA 15227-3199  
 Office 412-884-1500 FAX 412-884-1911  
 www.brentwoodboro.com

**PHYSICIAN OR PRACTITIONER CERTIFICATION**

PLEASE ANSWER THE FOLLOWING QUESTIONS TO THE BEST OF YOUR ABILITY:

\_\_\_\_\_  
 Patient's Name (PRINTED)

\_\_\_\_\_  
 Patient's SSN

What is the cause of the employee's need for a restricted work assignment, and what parts of the body are affected? (DO NOT INCLUDE DETAILED MEDICAL INFORMATION)

\_\_\_\_\_

Estimate duration for restriction(s). Give specific date, if known: \_\_\_\_\_ - \_\_\_\_\_  
 \_\_\_\_\_ Physical therapy or rehabilitation required Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please submit dates and times of therapy schedule.

What was the last date you examined the employee? \_\_\_\_\_

**Please indicate below the patient's ability to perform the following tasks continuously or intermittently, and give the number of hours per day they may perform each task:**

ACTIVITY	CONTINUOUS	INTERMITTENT	#HRS/Day
1. Lifting/ Carrying: (State Max. Weight)	#Lbs.	#Lbs.	
2. Sitting			
3. Standing			
4. Walking			
5. Climbing			
6. Kneeling			
7. Bending/Stooping			
8. Twisting			
9. Pulling/Pushing			
10. Simple Grasping			
11. Fine Manipulation (includes keyboarding)			
12. Reaching above Shoulder			
13. Driving a Vehicle (Specify)			
14. Operating Machinery (Specify)			
15. Temperature Extremes			
16. High Humidity			
17. Chemical, Solvents, etc. (Identify)			
18. Fumes/Dust (Identify type)			
19. Noise (Give dBA)			
20. Other: (Describe)			

21. Are interpersonal relations affected because of a neuropsychiatric condition? (e.g., Ability to give or take supervision, meet deadlines, etc.)

\_\_\_\_\_ Yes \_\_\_\_\_ No (Describe) \_\_\_\_\_  
\_\_\_\_\_

Attach any additional medical information you feel might be helpful in assigning this employee to appropriate duties.

\_\_\_\_\_  
Doctor Signature                      Doctor's Name (PRINTED)                      Specialty                      Date

\_\_\_\_\_  
Address                                      City and Zip Code                                      Phone

# Attachment S

## TIMECARD

**Employee**

Name _____	Emp # _____
Position _____	
Department _____	Manager _____

**Miscellaneous**

**Pay Period**

From: \_\_\_\_\_ To: \_\_\_\_\_

**Approved By**

Account Description	Account Code	M	T	W	Th	F	Sa	Su	Total Hours
Lunch									
Holiday									
Vacation/Personal Day									
<b>Total Hours</b>									
<b>Total Overtime Hours</b>									

\*Calculated on a per-week basis.

**Notes and Remarks**

# Attachment T



## EMPLOYEE EXPENSE REPORT

Date of Departure \_\_\_\_\_ Date of Return \_\_\_\_\_ Employee No. \_\_\_\_\_  
 Time of Departure \_\_\_\_\_ Time of Return \_\_\_\_\_ Employee Name \_\_\_\_\_  
 Travel Authorization No. \_\_\_\_\_ Borough \_\_\_\_\_  
 Voucher No. \_\_\_\_\_

**Business Purpose**

Employee Reimbursable Expense		Daily Itinerary		Personal Auto		Transportation			Meals / Lodging							Other			Total			
DATE OF EXPENSE	PURPOSE	FROM	TO	NUMBER OF MILES	MILEAGE EXPENSE	AIRFARE	CAR RENTAL	TAXI, PARKING BUS, TRAIN	LODGING TAX (Room, City, etc.)	LODGING	BREAKFAST	LUNCH	DINNER	TOTAL MEALS (Excluding Alcohol)	FEDERAL TRAVEL Per Diem Limits	NON BILLABLE LODGING & MEALS	ALCOHOL	ENTERTAINMENT	BUSINESS MEETINGS	Telephone/Call/FAX	OTHER EXPENSE	TOTAL
1					0.00									0.00	0.00	0.00						0.00
2					0.00									0.00	0.00	0.00						0.00
3					0.00									0.00	0.00	0.00						0.00
4					0.00									0.00	0.00	0.00						0.00
5					0.00									0.00	0.00	0.00						0.00
6					0.00									0.00	0.00	0.00						0.00
7					0.00									0.00	0.00	0.00						0.00
8					0.00									0.00	0.00	0.00						0.00
9					0.00									0.00	0.00	0.00						0.00
10					0.00									0.00	0.00	0.00						0.00
11					0.00									0.00	0.00	0.00						0.00
12					0.00									0.00	0.00	0.00						0.00
<b>Employee Reimbursable Expenses</b>				0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

*Original receipts are required for all expenses.  
 Record explanation of entertainment, business meals, meetings and other expense on the second sheet and cross reference to the application line above.*

<b>SUMMARY</b>
Advance/Check No. _____ Less Advance _____ Due Employee/(Borough) _____

Borough Paid Expense																						Total		
1																								0.00
2																								0.00
3																								0.00
<b>Borough Paid Expense</b>					0.00	0.00	0.00	0.00	0.00														0.00	
<b>TOTAL EXPENSES</b>					0.00	0.00	0.00	0.00	0.00														0.00	

EMPLOYEE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
BOROUGH MANAGER



Attachment U

THE BOROUGH OF BRENTWOOD

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD
PITTSBURGH, PA 15227-3199
Office 412-884-1500 FAX 412-884-1911
www.brentwoodboro.com

ADVANCED REIMBURSEMENT/PAYMENT REQUEST

Note: This form must be received by the Finance Director at least 15 business days prior to the necessary payment date.

Name of Employee: \_\_\_\_\_

Department: \_\_\_\_\_

Expense for which you are requesting advanced reimbursement/payment (Please Check)

- Expense options: Airline Ticket, Conference/Seminar/Meeting Registration, Academic Course, Professional Membership, Other

Please describe the reason or necessity for the Expense (attach associated documentation/receipts/registration forms, etc.) \_\_\_\_\_

Amount for which Reimbursement/Payment is requested \$ \_\_\_\_\_
(Receipt or Invoice is required. Please attach.)

Payment Options

1. Check is to be made out to Employee.
Date check will be picked up \_\_\_\_\_

OR

2. Check is to be made and sent to a Third party
Name \_\_\_\_\_

Address \_\_\_\_\_

Street City State ZIP

Date Payment Needs to Be Mailed \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Employer Authorization

Total Amount of Reimbursement/Payment Approved: \$ \_\_\_\_\_

Date Check was Issued \_\_\_\_\_ Budget Line Item No. \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Department Supervisor

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Finance/Human Resources Director

**Attachment V**



**THE BOROUGH OF BRENTWOOD**

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD  
PITTSBURGH, PA 15227-3199  
Office 412-884-1500 FAX 412-884-1911  
www.brentwoodboro.com

**PERSONNEL FILE REQUEST FORM**

- I am requesting authorization to review my Personnel File.
- I am authorizing \_\_\_\_\_ to review my Personnel File.  
(Agent)

Signature of Employee \_\_\_\_\_

\*Employee Records Can Be Copied by Hand but not photocopied.

---

**Medical File Request Form**

- I am requesting authorization to review my Employee Medical Records.
- I am authorizing \_\_\_\_\_ to review my Medical File.  
(Agent)

Signature of Employee \_\_\_\_\_

\*Medical Records Can Be Copied by Hand, but not photocopied.





# **JOB DESCRIPTIONS**

## **Attachment A.A.**

### **BOROUGH MANAGER**

#### **Position Summary**

- The Borough Manager acts as the chief administrative officer of the Borough and is Council's agent for interaction with the departments, the standing committees, the boards and commissions. The Manager reports directly to the Borough Council and interacts on a regular basis with other appointed professional staff such as the Borough Solicitor, Borough Engineer, Planning Consultants, Auditors, and other professional consultants. As the agent of Council, the Borough Manager maintains a close working relationship with all Borough department directors and is the principal information resource person and technical advisor for them. The position is exempt under FLSA.

#### **Essential Duties and Responsibilities**

##### **A. General**

- Get to and from the work site at the times scheduled.
- Sit for lengthy periods of time with short intermittent breaks.
- Work in excess of eight hours especially during budget season.
- Read, review and critically analyze documents, financial reports, rules, regulations etc. written in English.
- Maintain professional demeanor in the face of criticism, questioning by Council, and in addressing employee evaluations and discipline.
- Participate and interact in discussions or meetings in person and on the telephone.
- Occasional lifting of 5-10 lbs throughout the workday.
- Communicate by telephone, use a computer, and operate other small office equipment

##### **B. Specific**

- Preparing, administering and reporting budget and finance information for the Borough. Overseeing investment, borrowing, and financing instruments.
- Maintaining, coordinating, and preserving records of the Borough in an organized and efficient manner so that public records requirements are upheld.
- Directly supervising employees in the Borough Office, Finance Department, Communications Department, Zoning and Code Enforcement, Public Works Department and Parks Department. Providing advice and assistance to the Mayor and Police Chief on matters of personnel and budget Supervising the Finance Office by reviewing the purchase order reports, trial balances, budget reports, billing procedures, and payroll information on a regular basis. Also cross training on these procedures as the back up for the functions of the finance office.
- Enforcing the codes, policies, and procedures that have been established by the Borough Council on a day to day basis.
- Initiating and receiving all correspondence on behalf of the Borough Council and responding to same as required by the Council.
- Assisting with preparation of Council agendas for agenda setting, committee, pension and

- regular public meetings of the Borough Council
- Representing the Borough Council in labor negotiations and in grievance and interest arbitration in conjunction with the Borough Solicitor as required.
  - Preparing all required state reporting and submitting them on time and in a proper manner as prescribed by law. Responsible for all legal requirements imposed by the county, state, and federal governments.
  - Acting as Council's liaison to the Boards and Commissions of the Borough and all agencies and groups in the South Hills, County, State, and Federal arenas including county representatives, state senators and representatives and Congressional leaders as directed by the Council.
  - Planning, developing funding strategies, and administering projects in the Borough that include but are not limited to streets, sewers, buildings, manholes, catch basins and any other public works facility.
  - Coordinating the maintenance and the upkeep of the Municipal Building, Public Works Garage, parks facilities, parking lots, and all other Borough property.
  - Overseeing the computer technology operations of the Borough assuring that the proper systems are maintained, upgraded, improved and added as necessary on a regular basis.
  - Identifying potential risks for the Borough and incorporating the proper procedures and safety equipment to minimize exposure for the Borough for insurance risk management.
  - Administering the commercial liability, auto, property, public officials, police and errors and omissions insurance programs of the Borough and coordinating all benefit packages for employees striving to provide the best coverage possible at the lowest pricing available.
  - Coordinating, overseeing, and administering the police and non-uniform pension programs in accordance with the pension plan documents and pursuant to state law including providing information for actuarial valuation reporting, investment management, and processing applicants for pension benefits.
  - Writing grant applications and administering grant programs in accordance with the federal, state, and county grant contracts.
  - Receiving complaints and inquiries from residents and other interested parties, making appropriate investigations of concerns or inquires and resolving issues consistent with the goals and objectives established by the Borough Council.
  - Acting as the media contact, when necessary for the Borough Council by providing information, interviews and background public documents in addition to preparing news and information regarding Borough activities and programs.
  - Overseeing the purchasing operations of the Borough by enforcing the established purchasing procedure and ensuring that contracts are properly bid and invoices are regularly checked and authorized.
  - Preparing routine resolutions, ordinances, agreements, legal advertisements, simple contracts, bid documents, and other legal documents for the review and final approval of the Borough Solicitor.
  - Continuing education and professional development through involvement in professional associations, attending conferences and training sessions, participating on boards and panels as requested, representing the Borough at local and state meetings and gatherings and in general providing a high profile and professional image for the Borough.

- Productive interaction with the Council, the departments, the standing committees, the boards and commissions, the Borough Solicitor, the Borough Engineer and the auditors. Does the Borough Manager work effectively with the Council, the staff and the professional consultants on a regular basis so that the resulting work sessions are mutually productive?
- Effective provision of Borough services by all departments on a regular basis. Does the Borough Manager properly supervise subordinate staff so that they are effective and productive and provide the proper level of service to the residents?
- Effective, comprehensive oversight of the budget and finance functions of the Borough. Does the Borough Manager comprehensively prepare an annual budget for Council and provide monthly budget reports providing regular advice to the Council in matters of budget and finance?
- Successful grant writing, administration and project management. Does the Borough Manager aggressively pursue potential outside funding for projects and provide effective grant administration and project management?
- Effective resolution of residents' complaints. Do residents receive prompt attention on a regular basis and are most situations effectively addressed? Are residents generally happy with the service that they receive from the Borough employees?

### **Qualification Requirements**

#### **A. Education/Experience/Licenses/Certifications**

- Minimum Bachelor's Degree in Public Administration, Public Management or related area of study (Masters Degree preferred).
- Three years of experience in a management position in a local government.
- Demonstrated working knowledge of local agency law, budget and finance, personnel and labor, grant administration and project management.
- Evidence of good verbal, interpersonal, and written communication skills.
- Evidence of good computer technology skills.
- Able to perform the essential functions listed in the job description attached for the position of Manager.

#### **B. Knowledge Requirements**

- Communicate effectively and coherently in face to face and telephone communications and inquiries from Council members, department heads, employees and residents.
- Participate in small group discussions and meetings for extended periods of time in a coherent and organized manner.
- Effectively communicate with Council, Boards, Committees, and employees by providing information, and analyzing data, facilitating discussions and advising persons of rules, regulations, and ordinances.
- Prepare written reports, correspondence, budget material, graphs, charts, and analyses using appropriate grammar, symbols, and mathematical computations.
- Supervise personnel in all areas of the Borough organizations, travel to various locations throughout the Borough, especially at other municipal operations in peripheral buildings, to

meet with residents and personnel and to coordinate and be knowledgeable of all functions and job activities of all employees.

- Be available to respond to situations at all hours of the day and night that might involve intervention and problem solving at the management level.
- Make emergency decisions in a stressful environment for extended periods of time.
- Exercise independent judgment regarding the prioritization of work tasks; the proper sequence of elements of the tasks, and make determinations about the importance of the tasks and how best to complete them.
- Gather information from vendors and administer vendor contracts; assimilate that information, make decisions and recommendations about the proper products, services, and methods for completing work assignments and tasks.
- Attend conferences, training sessions, professional development and continuing education in order to represent the Borough effectively and to keep abreast of new technologies, methods and best practices for local government.
- Routinely work at least eight hours per day, attend evening meetings, and function for long periods of time at a high level of efficiency and productivity.
- Work within a stressful, high paced, multi-tasking environment with complex and competing demands on time and energy.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The Borough intends to comply with the Americans with Disabilities Act and its amendments. In doing so, the hiring process is to be open and accessible to all qualified persons without regard to disability. For requests for accommodation as to the essential functions of the job or employment process, contact the Borough Manager.

## **Attachment B.B.**

### **FINANCE/HUMAN RESOURCES DIRECTOR**

#### **Position Summary**

- Performs a variety of complex supervisory, professional, administrative, and technical accounting and finance functions in maintaining the fiscal and personnel records and systems of the Borough. The Finance Director works under broad policy guidance and direction of the Borough Manager. Work is performed during regularly scheduled hours and may involve additional hours as needed. The position is exempt under the FLSA.

#### **Essential Duties and Responsibilities**

##### **A. General**

- Get to and from the work site at the times scheduled.
- Sit for lengthy periods of time with short intermittent breaks.
- Work in excess of eight hours especially during budget season.
- Read, review and critically analyze documents, financial reports, rules, regulations etc. written in English.
- Maintain professional demeanor in the face of criticism, questioning by Council, and in addressing employee evaluations and discipline.
- Participate and interact in discussions or meetings in person and on the telephone.
- Occasional lifting of 5-10 lbs throughout the workday.
- Communicate by telephone, use a computer, and operate other small office equipment.

##### **B. Specific**

- Exercises close supervision over departmental personnel, including the Administrative Secretary, Office Clerical, and any other assigned staff.
- Provides leadership and direction in the development of short and long-range plans; gathers, interprets, and prepares data for studies, reports and recommendations; coordinates department activities with other departments and agencies as needed.
- Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned areas to assure sound fiscal control; prepares annual budget requests; assures efficient use of budgeted funds, personnel, materials and time.
- Establishes and maintains internal control procedures and assures that state and national standard accounting procedures are maintained.
- Oversees the following major areas of responsibility:
  - Property and inventory control
  - Accounting and expenditure control
  - Payroll administrative control

- Insurance program
- Internal auditing
- Purchasing systems
- Budget preparation and control
- Preparation of financial reports
- Idle cash investments
- Municipal borrowing
- Accounting software
- Earned Income Tax collection
- Occupation Privilege Tax collection
- Delinquent sewage service collection
- Municipal lien administration
- In addition to the coordination and direction of departmental operations, the Finance Director has responsibilities for the following areas:
  - Human Resources
  - Tracking of vacation, sick time, and personal Days
  - Oversees Workers Compensation issues
  - Tracking and oversight of Borough contracts
  - Tracking and financial administration of grant awards
- Provides staff assistance to the independent auditors as required.
- Performs tasks as required by the Borough Manager.
- Proficient use of a computer, including software such as ProSoft.

### **Qualification Requirements**

#### **A. Education/Experience/Licenses/Certifications**

- Graduation from an accredited four year college or university with a Bachelor's Degree in finance, business, public administration or related field. Masters in Public Administration or Certification as a Public Accountant (CPA) preferred, but not required.
- Three years of progressively responsible experience in finance, preferably municipal finance.
- Or any acceptable combination of experience and training.

#### **B. Knowledge Requirements**

- Considerable knowledge of governmental accounting theory, principles, and practices; considerable knowledge of internal control procedures and management information systems; considerable knowledge of office automation and computerized financial applications; considerable knowledge of public finance and financial planning; considerable knowledge of payroll and accounts payable functions; working knowledge of budgeting, accounting, and reporting systems, and GAAFR, GAAP and GASB.
- Ability to carry out multi-dimensional tasks with accuracy critical to the success of the Departments
- Ability to work and communicate effectively with Borough employees, elected officials, other agencies and the public orally and in writing in the English language.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The Borough intends to comply with the Americans with Disabilities Act and its amendments. In doing so, the hiring process is to be open and accessible to all qualified persons without regard to disability. For requests for accommodation as to the essential functions of the job or employment process, contact the Borough Manager.

## **Attachment C.C.**

### **ADMINISTRATIVE ASSISTANT**

#### **Position Summary**

The Administrative Assistant in the Borough Administrative Office performs a variety of administrative support tasks directly related to the operation of the Borough of Brentwood. This position works under the supervision of the Borough Manager. This position is non-exempt under the FLSA

#### **Essential Duties and Responsibilities**

##### **A. General**

- Get to and from the work site for the times scheduled.
- Timely report to work.
- Communicate effectively in English, orally and in writing, to staff, Borough Manager, and the public.
- Sit for lengthy periods of time with short intermittent breaks.
- Attend occasional evening meeting, after normal work day.
- Read, review and critically analyze documents, correspondence written in English.
- Maintain professional demeanor in the face of public complaints.
- Occasional lifting of 5-10lbs throughout the workday
- Proficient use of computers, word processing, spreadsheet software, email, and basic office equipment.

##### **B. Specific**

- Maintain and update various information relating to Boards, Commissions, Staff, addresses, etc.
- Act as a liaison between the Borough Manager and Council Members, Staff and residents as necessary.
- Accept and place phone calls on behalf of the Borough Manager.
- Handle questions and/or complaints from residents on the phone or in person that do not require the Manager's attention.
- Coordinate response and release of public information with the Manager.
- Advertise/post all necessary public meeting notices; advertise pending and/or adopted Borough Ordinances as necessary.
- Maintain Ordinance, Resolution Proclamation, Code books, Council Minute Books, Facilities Permit Books; update the books and e-gov and e-codes as required.
- Maintain Manager's files; process and track legal and engineering requests.
- Compile and distribute weekly Administrative Report and bi-weekly Agenda Packets.
- Attend regular monthly Council meetings and agenda meetings and prepare minutes.
- Receive reviews, prepare, distribute and file various correspondence on behalf of the

Borough Manager.

- Proficient use of computers, minor office equipment (telephone, copier, fax machine)
- Any other administrative duties or special projects as directed by the Borough Manager.

## **Qualifications**

### **A. Education/Experience/Licenses/Certifications**

- 2 year Associates Degree from accredited business school with emphasis on administrative and clerical skills.
- At least five years of progressively responsible administrative experience, preferably with a local government and/or government agency

### **B. Knowledge Requirements**

Working knowledge and efficient use of computers and electronic data processing; working knowledge of modern office practices and procedures.

Excellent written and oral communication and interpersonal skills; computational skills, manually and with a calculator; shorthand and/or its equivalent is required; excellent typing and word processing skills are required; problem solving skills; able to resolve discrepancies and answer questions from residents and employees; skilled in operating the equipment listed below.

Ability to deal with Council Members, residents, business owners, Borough employees, and others on a professional basis; due to the nature of the position, the Administrative Assistant must be precise and attentive to detail.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The Borough intends to comply with the Americans with Disabilities Act and its amendments. In doing so, the hiring process is to be open and accessible to all qualified persons without regard to disability. For requests for accommodation as to the essential functions of the job or employment process, contact the Borough Manager.

## **Attachment D.D.**

### **ADMINISTRATIVE CLERICAL**

#### **Position Summary**

Performs a variety of administrative, secretarial, and clerical duties directly related to the operation of the Departments of Administration, Finance/Human Resources and Planning/Zoning/Code Enforcement. This position works under the general supervision of the Borough Manager, Finance Director, Code Enforcement Officer/ Building Inspector. This position is non-exempt under the FLSA.

#### **Essential Duties and Responsibilities**

##### **A. General**

- Get to and from work site for the times scheduled.
- Timely report to work.
- Communicate effectively in English, orally and in writing, to staff, Borough Manager, and the public.
- Sit for lengthy periods of time with short intermittent breaks.
- Read, review and critically analyze documents, correspondence written in English.
- Maintain professional demeanor with co-workers and the public, particularly in the face of criticism and public complaints.
- Occasional lifting of 5-10lbs throughout the workday
- Proficient use of computers, word processing, spreadsheet software, email, and basic office equipment.

##### **B. Specific**

- Composes, types, and edits a variety of correspondence, reports, forms, memoranda, and other material as directed by the Borough Manager, Finance Director or Code Enforcement/Building Inspector.
- Performs routine clerical and administrative work in answering phones, preparing mailings, filing correspondence and other materials, making copies, scheduling appointments, archiving outdated files, and maintaining and reconciling petty cash.
- Composes and sends out notice of violation letters and other material as directed by the Code Enforcement Officer/Building Inspector.
- Composes, types and edits a variety of correspondence associated with notification to various delinquent sanitary sewer accounts.
- Tracks and records payments, sets up payment plans, and assists individuals with their delinquent sanitary sewer accounts.
- Processes new employee information as needed.

- Maintains inventories and orders office supplies and materials, including the preparation of purchase orders.
- During the summer handles Borough communications with the pool and the pool daily cash reports.

## **Qualifications**

### **A. Education/Experience/Licenses/Certifications**

- High school diploma or GED equivalent.
- At least one year of training at a technical or business school with emphasis on secretarial and clerical skills.
- At least two years of related secretarial experience.

### **B. Knowledge Requirements**

Working knowledge of computers and electronic data processing; working knowledge of modern office practices and procedures.

Proficient use of office equipment (telephones, computers, copier, fax machine)

Excellent written and oral communication and interpersonal skills; computational skills, manually and with a calculator; excellent typing and word processing skills required; problem solving skills, as secretaries must be able to resolve discrepancies and answer questions from residents and employees.

Ability to deal with residents, business owners, Borough employees, etc. on a professional basis; due to the nature of the position, secretaries must be precise and attentive to details.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The Borough intends to comply with the Americans with Disabilities Act and its amendments. In doing so, the hiring process is to be open and accessible to all qualified persons without regard to disability. For requests for accommodation as to the essential functions of the job or employment process, contact the Borough Manager.

## **Attachment E.E.**

### **CODE ENFORCEMENT OFFICER / BUILDING INSPECTOR**

#### **Position Summary**

Performs a variety of routine and complex professional and technical work in the interpretation and enforcement of Borough Codes. The Code Enforcement Officer/Building Inspector works under the general supervision of the Borough Manager. This position is non-exempt under the FLSA.

#### **Essential Duties and Responsibilities**

##### **A. General**

- Get to and from work site for the times scheduled.
- Timely report to work.
- Communicate effectively in English, orally and in writing, to staff, Borough Manager, and the public.
- Climb in and out of a vehicle frequently throughout the day.
- Daily walks on concrete, uneven areas of pavement and non pavement (grass, dirt, gravel) during code enforcement activities, residential and commercial inspections and in response to complaints.
- Often subject to inclement weather conditions.
- Read, review and critically analyze documents, correspondence written in English.
- Maintain professional demeanor with co-workers and the public, particularly in the face of criticism and public complaints.
- Occasional lifting of approximately 40 lbs throughout the workday.
- Daily use of computers, word processing, spreadsheet software, email, and basic office equipment.

##### **B. Specific**

- Enforce and interpret the code through residents' complaints, Borough employee input, and personal patrol, including, but not limited to, the following sections of the Borough Code of Ordinances:

Chapter: 37 Planning Commission; 73 Amusement Devices; 76 Animals; 82 Brush, Grass, and Weeds; 85 Construction Codes, Uniform; 95 Electrical Standards; 99 Erosion and Sediment Control; 102 Excavations; 106 Fire Prevention; 112 Fireworks; 116 Handbills; 129 Littering; 133 Massage Parlors and Health Clubs; 137 Mechanical Standards; 141 Night Clubs and Bottle Clubs; 145 Noise; 148 Nuisances; 159 Plumbing; 162 Property Maintenance; 164 Residential Standards; 174 Solid Waste; 177 Storm water Management; 180 Streets and Sidewalks, 183 Subdivision and Land Development; 186 Swimming Pools; 197 Trees; 199 Urban Wildlife Interface Standards; and 210 Zoning.

- Follows up on violations by means of Advisories, Warnings and formal Notices of Violation to ensure correction of identified problems.
- Read and critically analyze blue prints, construction drawings and land development and subdivision plans.
- Prepares documentation and legal requests where formal legal action is indicated, and serves as hearing/trial witness for the Borough as required.
- Processes and issues Street Opening Permits in conjunction with the Public Works Supervisor.
- Monitors for failure to operate permits, and takes appropriate follow-up actions.
- Reviews Municipal Claims letter requests to ensure no major violations or significant open permits exist; takes appropriate action to correct problems, and notify Tax Office personnel of the results of this review.
- Processes and issues Grading Permits in coordination with the Public Works Department and the Borough Engineer.
- Prepares activity reports as required.
- Assists the Borough Manager as directed.
- Processes and issues and maintains all building permits for commercial and residential units.
- Conducts plan reviews or if necessary uses a third-party agency.
- Issues and maintains all occupancy permits.
- Conducts safety inspections related to occupancy permits.
- Attends and reports at monthly regular Borough Council meeting and any other Borough Council meeting as may be required.
- Attends the Borough Zoning Hearing Board Meetings as the representative of the Borough and to report and present the various facts of the case(s).
- Attends the Borough Planning Commission Meetings as the representative of the Borough and to report and present the various facts of the case(s).
- Utilizes Borough Code Enforcement and Complaint tracking software.
- Serves as Americans with Disabilities Act (ADA) Officer by processing applications for handicapped parking spaces, visits the sites, discusses the applications with the Police Chief and Public Works Supervisor, and makes recommendation to accept or deny to Borough Manager.
- Issues municipal lien letters and maintains files on same.
- Issues dye test confirmation reports and maintain files on same.
- Assists Borough Manager with any issues pertaining to Zoning and/or Planning as may be required.

## **Qualifications**

### **A. Education/Experience/Licenses/Certifications**

- At least two years of experience in construction/inspection or a related field.
- ICC Code certification is required.
- Must possess a valid Pennsylvania driver's license at the time of employment

- Must have and maintain a valid Pennsylvania Driver's license and acceptable driving record throughout employment.

**B. Knowledge Requirements**

- Knowledge of code enforcement principles as related to a municipal setting; general knowledge of design and construction of site improvements, sewers, streets, utilities, etc; knowledge of and ability to interpret the Borough Code.
- Skilled in the operation of equipment listed below.
- Ability to read land surveys and construction plans; ability to deal with the public and others tactfully and courteously; ability to communicate effectively, orally and in writing; ability to use computers for issuing permits and to obtain information.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The Borough intends to comply with the Americans with Disabilities Act and its amendments. In doing so, the hiring process is to be open and accessible to all qualified persons without regard to disability. For requests for accommodation as to the essential functions of the job or employment process, contact the Borough Manager.

## **Attachment F.F.**

### **PUBLIC WORKS SUPERVISOR**

#### **Position Summary**

- Performs complex supervisory, administrative and professional work in the planning, organizing, directing and supervising of the Public Works Department, including environmental, sewer, street, traffic control, maintenance and other public works projects and programs. The Public Works Supervisor receives broad policy guidance and direction from the Borough Manager. Work is performed during regularly scheduled hours and may involve additional hours as needed. This position is exempt under the FLSA.

#### **Essential Duties and Responsibilities**

##### **A. General**

- Get to and from work site for the times scheduled.
- Timely report to work.
- Communicate effectively in English, orally and in writing, to staff, Borough Manager, and the public.
- Climb in and out of a vehicle frequently throughout the day.
- Daily walks on concrete, uneven areas of pavement and non pavement (grass, dirt, gravel) during public works projects, inspection activities, supervision of employees or in response to complaints.
- Often subject to inclement weather conditions.
- Read, review and critically analyze documents, correspondence written in English.
- Maintain professional demeanor with co-workers and the public, particularly in the face of criticism and public complaints.
- Occasional lifting of approximately 40 lbs throughout the workday.
- Daily use of computers, word processing, spreadsheet software, email, and basic office equipment.

##### **B. Specific**

- Manages and supervises the Public Works Department to achieve goals within available resources plans and organizes workload and staff assignments, motivates and evaluates assigned staff; reviews progress and directs changes as needed.
- Administer and/or recommend discipline for employees of the Public Works Department.
- Provides leadership and direction in the development of short and long-range plans; gathers, interprets, and prepares data for studies, reports, and recommendations; coordinates department activities with other departments and agencies as needed.
- Read and critically analyze blue prints, construction drawings, street and utility plans.

- Prepares and documents budget requests; administers the adopted budget in assigned areas of responsibility through the proper preparation of purchase orders and vouchering.
- Attendance at the monthly Regular Public Borough Council Meeting and any other Council Meeting as may be required.
- Supervises administrative, skilled labor, and support staff, whose activities include, among other things;
  - Maintenance of equipment and facilities
  - Maintenance of streets and sewers
  - Maintenance of parks areas and recreational equipment
  - Snow and ice control
  - Erection and maintenance of parking and traffic control signals, signs, and street markings
  - Participation in civic activities
  - Supervision of refuse and recycling programs
  - Coordination of buildings and grounds maintenance programs
  - Inventory control
- Assists the Borough Manager with the management of the Borough Capital Funds and overseas project management for construction of public works and/or bond issue projects, including the sanitary sewer Environmental Protection Agency (EPA) Consent Order and the National Pollutant Discharge Elimination System (NPDES) storm sewer projects.
- Assists in the development and coordination of capital funding and bond issue projects.
- Assists as needed the Borough Manager, Borough Code Enforcement Officer, and Borough Engineer with the review of private project development plans for compliance with codes, regulations and standards, adequacy of applications for permits, and compliance with approved plans.
- Assists as needed the Borough Manager, Borough Code Enforcement Officer, and Borough Engineer with the preparation of plans specifications, bidding, competency of contractors and vendors, and the selection criteria for public works contracts.
- Assists with development and oversight of park development and implementation of park projects.
- Acts as a liaison with other departments, consulting engineers, construction project engineers, other consultants, federal, state and county agencies, professional and technical groups, vendors, outside agencies, and others regarding departmental activities and services, and assigned projects.
- Performs tasks as required by the Borough Manager.

## **Qualification Requirements**

### **A. Education/Experience/Licenses/Certifications**

- Graduation from high school or GED equivalent
- Five years of progressively responsible experience in public works management.
- Or any acceptable combination of experience and training
- Must possess a valid Pennsylvania driver's license at the time of employment
- Must have and maintain a valid Pennsylvania Driver's license and acceptable driving record throughout employment.

## **B. Knowledge Requirements**

- Thorough knowledge of engineering principles, practices and methods as applicable to municipal settings.
- Considerable knowledge of applicable laws, regulations, and Borough policies affecting Department activities.
- Ability to train, motivate, and supervise personnel effectively.
- Ability to clearly and effectively communicate orally and in writing in the English language.
- Ability to plan, organize, and complete assigned tasks in a timely fashion.
- Ability to organize and maintain records and files.
- Ability to analyze and prepare complex reports.
- Ability to work and communicate effectively with Borough employees, elected officials, other agencies, and the public.
- Ability to operate the tools and equipment listed below.
- Ability to maintain confidentiality where necessary.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The Borough intends to comply with the Americans with Disabilities Act and its amendments. In doing so, the hiring process is to be open and accessible to all qualified persons without regard to disability. For requests for accommodation as to the essential functions of the job or employment process, contact the Borough Manager.

## **Attachment G.G.**

### **PUBLIC WORKS DEPARTMENT LABORER**

#### **Position Summary**

Performs a variety of semi-skilled and skilled maintenance work, and operates a variety of equipment in the construction, operation, repair, maintenance, and replacement of sewer, street, storm drainage facility and systems and Park and Recreation facilities. In addition, this position requires the operation of various contractor's equipment and vehicles as well as the performance of a semi-skilled journey level trades work in constructing and maintaining Borough facilities. This Laborer works under the general supervision of the Public Works Supervisor. This position is non-exempt under the FLSA.

#### **Essential Duties and Responsibilities**

##### **A. General**

- Get to and from work site for the times scheduled.
- Timely report to work.
- Climb in and out of a vehicle frequently throughout the day.
- Stand/walk on concrete, uneven areas of pavement and non pavement (grass, dirt, gravel) for lengthy periods of time throughout the workday, with limited, brief, intermittent breaks and a scheduled lunch break.
- Often subject to inclement weather conditions.
- Frequently lift approximately 50 lbs throughout the workday.
- Use hands/fingers to operate tools and equipment controls.
- Climb, balance, stoop, kneel, crouch, and crawl throughout the workday.

##### **B. Specific**

- Performs required labor involved in construction and maintenance projects, including loading and unloading heavy material from trucks and vans, and moving or aiding in moving heavy boxes or equipment and large and bulky objects.
- Performs routine inspection and preventive maintenance on assigned equipment and refers defects or needed repairs to supervisor; cleans equipment.
- Operates trucks of various sizes and weights, small equipment and tools and construction and power equipment such as mechanized broom, back-hoe, high lift, dump truck, snowplow, mowing equipment, winches, etc.
- Maintains, repairs and installs various items needed within Borough facilities such as doors, cabinets, ceiling and floor tile, window glass and any general items in need of repair or construction.
- Performs skilled work in reconstructing, maintaining and repairing electrical systems, plumbing and equipment.
- Cleans and mows parks and playground areas, maintains adjacent buildings, and keeps recreation areas, including court surfaces, free of debris and dangerous

- obstructions. General repairs.
- Performs repairs to, sewer systems, streets and storm drainage systems to ensure that all aspects of the systems are functioning properly.
  - Operate motorized vehicles and equipment, including dump truck, pickup truck, utility truck, street sweeper, high-lift, backhoe, chipper, tamper, plate compactor, saws, pumps, ditch witch, mowing equipment compressors, sanders, generators; common hand and power tools such as saws, drills, sanders, hammers, shovel, wrenches, detection devices, mobile radio, phone.

## **Qualifications**

### **A. Education/Experience/Licenses/Certifications**

- Graduation from high school or GED equivalent, and approximately three (3) years of experience involving the use of medium equipment as well as experience in carpentry and related building trades. Licensed and registered as a plumber and/or electrician in Allegheny County is desirable, but not mandatory.
- Must possess a valid Pennsylvania driver's license at the time of employment
- Must have and maintain a valid Pennsylvania Driver's license and acceptable driving record throughout employment.
- Current CDL at the time of employment.

### **B. Necessary Knowledge Skills and Abilities**

- Considerable knowledge of equipment, facilities, materials, methods and procedures used in maintenance, construction and repair activities.
- Working knowledge of the practices, methods, materials and tools used in carpentry, brick and concrete, facilities maintenance and electrical distribution system maintenance work; working knowledge of the hazards and safety precautions common to municipal construction, maintenance and repair activities.
- Skilled in the operation of listed tools and equipment.
- Ability to perform heavy manual tasks for extended periods of time; ability to work safely; ability to understand instructions and directions verbally and in writing using the English language; ability to establish and maintain effective working relationships with employees, other departments and the public; ability to understand and carry out written and oral instructions.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

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## **Attachment H.H.**

### **PARKING ENFORCEMENT OFFICER**

#### **Position Summary**

Enforces Borough parking laws, ordinances, codes and regulations; interacts with the public in regard to enforcement issues and general information matters; and performs related duties as assigned. This position is non-exempt under the FLSA.

#### **Essential Duties and Responsibilities**

##### **A. General**

- Get to and from work site for the times scheduled.
- Timely report to work.
- Climb in and out of a vehicle frequently throughout the day.
- Stand/walk on concrete, uneven areas of pavement and non pavement (grass, dirt, gravel) for lengthy periods of time throughout the workday, with limited, brief, intermittent breaks and a scheduled lunch break.
- Often subject to inclement weather conditions.
- Occasionally lift approximately 25 lbs during the workday.

##### **B. Specific**

- Enforces motor vehicle parking laws and regulations.
- Patrols streets on foot or in vehicle and identifies parking violations and determines, writes and/or issues citations or warnings in accordance with Borough ordinances.
- Receives, listens to and skillfully handles parking, disturbance and/or enforcement issues and complaints.
- As necessary, researches and responds to customer complaints, questions and concerns or refers complaints and requests to supervisor or other departments as warranted.
- Reviews and evaluates validity of contested citations within scope of responsibility and authority; composes and sends appropriate responses.
- Appears in court at hearings regarding contested parking citations.

#### **Qualifications**

##### **A. Education/Experience/Licenses/Certifications**

- High school diploma or GED.
- Must possess a valid Pennsylvania driver's license at the time of employment
- Must have and maintain a valid Pennsylvania Driver's license and acceptable driving record throughout employment.

**B. Knowledge Requirements**

- Knowledge of Borough parking codes, ordinances and practices.
- Ability to interpret, apply, explain and enforce laws, codes and ordinances related to parking enforcement.
- Ability to communicate effectively both orally and in writing.
- Ability to prepare and maintain clear, concise and accurate documentation.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The Borough intends to comply with the Americans with Disabilities Act and its amendments. In doing so, the hiring process is to be open and accessible to all qualified persons without regard to disability. For requests for accommodation as to the essential functions of the job or employment process, contact the Borough Manager.

## **Attachment I.I.**

### **PARKING METER REVENUE COLLECTOR**

#### **Position Summary**

The Parking Meter Revenue Collector is responsible for collecting parking meter coins, performing repairs, reporting defective meters, and depositing collected money in the bank. This position is non-exempt under the FSLA.

#### **Essential Duties and Responsibilities**

##### **A. General**

- Get to and from work site for the times scheduled.
- Timely report to work.
- Climb in and out of a vehicle frequently throughout the day.
- Stand/walk on concrete, uneven areas of pavement and non pavement (grass, dirt, gravel) throughout the workday, with limited, intermittent breaks and a scheduled lunch break.
- Often subject to incimate weather conditions.
- Push/pull money cart weighing 50 or more pounds up and down hills and along Borough Streets.
- Occasionally lift approximately 25 lbs during the workday.

##### **B. Specific**

- Collects parking meter money.
- Performs minor on-site repairs on parking meters and related equipment.
- Tests parking meters and related equipment.
- Fills out meter theft reports and serves as a witness for meter theft cases.
- Reports damaged parking meters, meters out-of-order, and meters with unusually low yields.
- Answers inquiries and complaints from public and others, orally and in writing, concerning parking meters.
- Deposits collected money in the bank.
- Performs related duties as assigned.

#### **Qualifications**

##### **A. Education/Experience/Licenses/Certifications**

- High school diploma or GED equivalent.
- One year of experience in basic mechanical repair work, preferably including parking meter repair experience.

- Must possess a valid Pennsylvania driver's license at the time of employment
- Must have and maintain a valid Pennsylvania Driver's license and acceptable driving record throughout employment.

**B. Knowledge Requirements**

- Parking meters and how they operate and function.
- Methods, practices and tools relating to the assembling and repairing of minor problems associated with parking meters and/or small mechanical mechanisms.
- Geography of the Borough of Brentwood, including location and layout of streets.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

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## **Attachment J.J.**

### **POLICE CLERICAL**

#### **Position Summary**

Police Communication Desk Operator performs a complex communications that require the ability to understand and learn intricate assignments; must be courteous and respectful to citizens in their requests, problems or procedures of the department. The individual should maintain good working relations and conduct with other employees and be capable of maintaining good reports, log sheets, filing, and the retrieving of information from files. He/she must be able to keep all information in strict confidence as it is applicable to all police personnel sworn or non-sworn of the Brentwood Borough Police Department. This position is non-exempt under the FLSA.

#### **Essential Duties and Responsibilities**

##### **A. General**

- Get to and from work site for the times scheduled.
- Timely report to work.
- Communicate effectively in English, orally and in writing, to co-workers, supervisors, callers and emergency personnel, and do so under stressful situations.
- Sit for lengthy periods of time with short intermittent breaks and a scheduled lunch break.
- Read, review and critically analyze documents, correspondence written in English.
- Maintain calm, professional demeanor when faced with stressful situations such as emergency calls and public complaints.
- Occasional lifting of 5-10lbs throughout the workday
- Daily use of computers, word processing, spreadsheet software, email, and basic office equipment.

##### **B. Specific**

- Proficient typing skills
- Answer non-emergency police phone calls.
- Occasionally answer emergency calls for Police, Fire and Medics and re-route them to the County 911 Emergency Center.
- Maintain daily log sheet.
- Assign incident, accident and complaint numbers.
- Record of times for all Police, Fire and Medics.
- Monitor prisoners in jail cells, log his/her activity in the Cell Log, secure prisoners' property in cabinet with his/her signed receipt attached to the arrest or complaint card.
- Relay messages and prepare all shift-change information; hot sheet, daily log sheet, schedule, portables, and record portables, to the officer assigned.
- Respond to Fire Company phone and relay information in reference to all fire inquiries.
- Respond to inter-office phone.

- Maintain the Master Name Index file.
- File compliant, accident and arrest cards after completed.
- Change and maintain Dictaphone tapes.
- Update phone index file.
- Update business numbers in the records management system.
- Enter vehicle plate number and operator number on computer requested by police on traffic stops, arrests, surveillance, etc.
- Notify Crime Watch Captains of criminal activity in their area as Crime Watch Officer, if applicable.
- Maintain lost dog information and contact the Animal Control personnel on stray dogs, dog bites, etc.
- Enter parking tags in the records management system.
- Maintain Towed Vehicle book and Notification book.
- Record Police Daily Log for sick, vacation, and personal days and appropriate sheet for that individual.
- Record receipt book of all individuals paying for parking tags and copies of accidents and complaints.
- Maintain Structural Fire book and notify Building Inspector.
- Maintain Suspicious Vehicle book.
- Maintain Vacation of Residents book.
- Maintain NCIC certification and carry out duties when required as a Tac officer.

## **Qualifications**

### **A. Education/Training/Licenses/Certifications**

- Must have High School diploma or equivalent training.

### **B. Knowledge Requirements**

- Type at a minimum of 35 words per minute with accuracy.
- Ability to read and write in the English language with good spelling and grammar.
- Ability to understand and follow written and oral instructions.
- Ability to file or retrieve information from files, master file, telephone books, and all other books used as reference according to the function and practice of the department.
- Have the ability to learn computer operation, sending and receiving messages as it is applicable to the organization.
- Maintain harmonious working relations in the department and practice good conduct on and off duty.
- Be courteous to all citizens or complainants, employees, superior officers, Mayor and Council members.
- Police calls, general complaints, accidents, regardless of the nature of calls received must and shall be referred to the police.
- Employ a good work practice at the office as it is prescribed by the Rules, Regulations and Procedures of the Brentwood Borough Police Department.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

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## **Attachment K.K.**

### **CROSSING GUARD**

#### **Position Summary**

To provide for the safe movement of pedestrians when crossing public roadways and intersections by observing gaps or stops in the traffic and leading the pedestrians across the roadway or intersection. This position is non-exempt under the FLSA.

#### **Essential Duties and Responsibilities**

##### **A. General**

- Get to and from work site for the times scheduled.
- Timely report to work.
- Stand/walk on concrete, uneven areas of pavement and non pavement (grass, dirt, gravel) for lengthy periods of time throughout the workday, with limited, brief, intermittent breaks
- Often subject to incimate weather conditions.
- Some bending and a crouching during the workday.

##### **B. Specific**

- Assists all pedestrians, but especially children, in safely crossing roadways and intersections.
- Reports for duty at assigned posts at such times as directed.
- Ability to be aware of on coming traffic in and around the intersections assigned, and to have such awareness while observing children approaching and entering the intersections
- Able to make clear voice and or hand signals to stop and direct traffic and pedestrians
- Assists during Brentwood's annual 4<sup>th</sup> of July 5k race and Parade.
- Any other duties as prescribed by the Chief of Police or any official of the Police Department.

#### **Qualifications**

##### **A. Education/Training/Licenses/Certifications**

- High School Diploma or GED equivalent
- Must obtain Act 33/ Act 34 clearances, which reveal an appropriate background to be exposed to children walking to and from school.

**B. Knowledge Requirements**

- Ability to deal courteously with children and the general public.
- Knowledge of traffic patterns, signs and signals.
- Knowledge of basic safety practices.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The Borough intends to comply with the Americans with Disabilities Act and its amendments. In doing so, the hiring process is to be open and accessible to all qualified persons without regard to disability. For requests for accommodation as to the essential functions of the job or employment process, contact the Borough Manager.

**Attachment L.L.**

**RECREATION DIRECTOR**

*Job Description Pending*

## **Attachment M.M.**

### **POOL MANAGER**

#### **Position Summary**

The Pool Manager will perform a variety of duties in planning, scheduling, maintaining the seasonal operation of the pool, and communicating with the Borough Manager. This position is non-exempt under the FLSA.

#### **Essential Duties and Responsibilities**

The Pool Manager has overall responsibility for safety at the pool, as well as managerial, administrative, facility, aquatic, communications and leadership duties, including:

##### **A. General**

- Get to and from work site for the times scheduled.
- Timely report to work.
- Communicate effectively in English, orally and in writing, to co-workers, the Borough Manager, and the public.
- Read, review and critically analyze documents, instructions and correspondence written in English.
- Maintain calm, professional demeanor when faced with stressful situations and public complaints.
- Occasional lifting of as much as 25 lbs throughout the workday, and the ability to move at least 50 lbs on occasion.
- Stand for long periods of time on hard surfaces.
- Daily use of computers, word processing, spreadsheet software, email, and basic office equipment.

##### **B. Specific**

- Manage and oversee lifeguards; Plan and organize workloads and staff assignments for lifeguards; Meet regularly with staff; Monitor time sheets and prepare payroll reports.
- Discipline and/or recommend discipline of pool employees.
- Train and evaluate pool employees' performance
- Write end-of-season report for the Borough Manager.
- Prepare pool for opening and closing each season.
- Proficient understanding and operation of swimming pool equipment including chlorination system, pumps, boiler, valves, filtration devices, gauges, etc.
- Oversee daily maintenance of the pool and bathhouse/restroom facility, including making recommendations for repairs and capital improvement expenditures, and communicating with the Borough Manager regarding issues and concerns, as well as progress and completion of improvements.

- Instill attention to safety with lifeguards as well as with pool patrons and guests; enforce safety at the pool among both staff and patrons.
- Administer First Aid, CPR, emergency and other safety procedures, as required.
- Communicate regularly with the Borough Manager regarding safety, staff, facility/maintenance, and patron issues.
- Prepare the facility for fun events such as pool parties and other special events.
- Create a safe and fun atmosphere for staff and residents.

## **Qualifications**

### **A. Education/Experience/Licenses/Certifications**

- Bachelor's degree in Physical Education, Recreation Administration, or equivalent years of experience in pool management.
- Possess current Water Safety Instructors Certificate.
- Act 33/Act 34 clearances reflecting an appropriate criminal record for work around children.
- Current CPR and first aid certified

### **B. Knowledge Requirements**

Knowledge of the operation of a swimming pool, including sanitation, maintenance, safety, and public relations.

- Knowledge of swimming pool cash management operations and recordkeeping.
- Knowledge of principles, practices and application of lifesaving and first aid techniques.
- Knowledge of rules and regulations pertaining to the pool use.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The Borough intends to comply with the Americans with Disabilities Act and its amendments. In doing so, the hiring process is to be open and accessible to all qualified persons without regard to disability. For requests for accommodation as to the essential functions of the job or employment process, contact the Borough Manager.

## **Attachment N.N.**

### **SUMMER TEMPORARY LIFEGUARD**

#### **Position Summary**

Responsible for the health, safety and welfare of those using the Borough's swimming pool. A lifeguard's major responsibility is to observe swimmers and enforce regulations in the guarding of life and the prevention of accidents at the Borough's swimming pool. This position is non-exempt under the FLSA.

#### **Essential Duties and Responsibilities**

##### **A. General**

- Get to and from work site for the times scheduled.
- Timely report to work.
- Stand/walk on concrete, uneven areas of pavement and non pavement (grass, dirt, gravel) for lengthy periods of time throughout the workday, with limited, brief, intermittent breaks
- Sit, stand, crouch, kneel, climb ladders throughout the day.
- Discern visual and audible cues of swimmers in the water.
- Often subject to inclement weather conditions.
- Remain focused on assigned areas of the pool and pool facility for lengthy periods of time.

##### **B. Specific**

- Maintains constant surveillance of patrons in the facility; acts immediately and appropriately to secure safety of patrons in the event of an emergency.
- Provides emergency care and treatment as required until the arrival of emergency medical services.
- Warns swimmers of any improper activities or hazards.
- Presents professional appearance and attitude at all times, and maintains a high standard of customer service.
- Performs various maintenance duties as directed to maintain a clean and safe facility.
- Prepares and maintains appropriate activity reports.
- Performs miscellaneous job-related duties as assigned.
- Reports to Pool Manager any equipment in need of repair.
- Reports to Pool Manager any accidents, rescues, or problems that have arisen.

#### **Qualification Requirements**

##### **A. Education/Training/Licenses/Certifications**

- Less than high school
- CPR Certified
- Current certification as lifeguard by a recognized source of training

Must be at least 16 years of age at the time of employment.

**B. Knowledge Requirements**

- Ability to react calmly and effectively in emergency situations.
- Skilled in the application of lifeguarding surveillance and rescue techniques.
- Knowledge of safety practices and pool rules.
- Knowledge of CPR and emergency medical procedures.
- Ability to follow routine verbal and written instructions.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The Borough intends to comply with the Americans with Disabilities Act and its amendments. In doing so, the hiring process is to be open and accessible to all qualified persons without regard to disability. For requests for accommodation as to the essential functions of the job or employment process, contact the Borough Manager.

## **Attachment O.O.**

### **SUMMER TEMPORARY POOL ASSISTANT**

#### **Position Summary**

Responsible for performing many of the basic operations of the pool which could include working as a cashier, distributing pool passes, working in the concession stand, or helping the Pool Manager as required. This position is non-exempt under the FLSA.

#### **Essential Duties and Responsibilities**

##### **A. General**

- Get to and from work site for the times scheduled.
- Timely report to work.
- Stand/walk on concrete, uneven areas of pavement and non pavement (grass, dirt, gravel) for lengthy periods of time throughout the workday, with limited, brief, intermittent breaks
- Sit, stand, crouch, kneel, climb ladders throughout the day.
- Often subject to inclement weather conditions.

##### **B. Specific**

- Collects and records all payments from those visiting the pool.
- Issues pool passes and photo identification cards.
- Works in the concession stand as required.
- Presents professional appearance and attitude at all times, and maintains a high standard of customer service.
- Performs various maintenance duties as directed to maintain a clean and safe facility.
- Performs miscellaneous job-related duties as assigned by the Pool Manager.

#### **Qualification Requirements**

##### **A. Education/Training/Licenses/Certifications**

- Must be at least 16 years of age at the time of employment

##### **B. Knowledge Requirement**

- Ability to deal with the public and others tactfully and courteously
- Ability to communicate effectively
- Ability to use computers for recording payments and issuing pool passes

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The Borough intends to comply with the Americans with Disabilities Act and its amendments. In doing so, the hiring process is to be open and accessible to all qualified persons without regard to disability. For requests for accommodation as to the essential functions of the job or employment process, contact the Borough Manager.

## **Attachment P.P**

### **SUMMER TEMPORARY PUBLIC WORKS EMPLOYEE**

#### **Position Summary**

Assist the full-time Public Works staff in performing and operating a variety of equipment in the construction, operation, repair, and maintenance of Borough facilities. This position is non-exempt under the FLSA.

#### **Essential Duties and Responsibilities**

##### **A. General**

- Get to and from work site for the times scheduled.
- Timely report to work.
- Climb in and out of a vehicle frequently throughout the day.
- Stand/walk on concrete, uneven areas of pavement and non pavement (grass, dirt, gravel) for lengthy periods of time throughout the workday, with limited, brief, intermittent breaks and a scheduled lunch break.
- Often subject to inclement weather conditions.
- Frequently lift approximately 50 lbs throughout the workday.
- Use hands/fingers to operate tools and equipment controls.
- Climb, balance, stoop, kneel, crouch, and crawl throughout the workday.

##### **B. Specific**

- Performs required labor involved in construction and maintenance projects, including loading and unloading heavy material from trucks and vans, and moving or aiding in moving heavy boxes or equipment and large and bulky objects.
- Assists in lawn care including: operation of mowers and attachments, weed eaters and tree trimming equipment.
- Helps with the cleaning, upkeep and maintenance of all Borough buildings, the park, and the swimming pool.
- Handles other repair and maintenance work as assigned.
- Operates or uses motorized vehicles and equipment, including pickup truck, utility truck and mowing equipment
- Operates or uses common hand and power tools such as saws, drills, sanders, hammers, shovels, and wrenches

#### **Qualifications**

##### **A. Education/Experience/Licenses/Certifications:**

- High school diploma or equivalent

- Enrolled in College degree program or equivalent, or enlisted to join the military.
- Experience in maintenance operations preferred.
- Must be at least 18 years of age at the time of employment.
- Valid PA Driver's license, or ability to obtain one prior to employment.

**B. Knowledge Requirements:**

- Considerable knowledge of equipment, facilities, materials, methods and procedures used in maintenance, construction and repair activities.
- Skilled in the operation of listed tools and equipment.
- Ability to perform manual tasks for extended periods of time.
- Ability to work safely.
- Ability to communicate effectively to co-workers and supervisors
- Ability to understand and carry out written and oral instructions.

## **Attachment Q.Q.**

### **SUMMER TEMPORARY CODE ENFORCEMENT EMPLOYEE**

#### **Position Summary**

Under the supervision of the Code Enforcement Officer/Building Inspector, performs inspection and enforcement administration to ensure compliance to Borough Ordinances. This position is non exempt under the FLSA.

#### **Essential Duties and Responsibilities**

##### **A. General**

- Get to and from work site for the times scheduled.
- Timely report to work.
- Communicate effectively in English, orally and in writing, to staff, the Code Enforcement Officer, and the public.
- Climb in and out of a vehicle frequently throughout the day.
- Daily walks on concrete, uneven areas of pavement and non pavement (grass, dirt, gravel) during code enforcement activities, residential and commercial inspections and in response to complaints.
- Often subject to inclement weather conditions.
- Maintain professional demeanor with co-workers and the public, particularly in the face of criticism and public complaints.
- Occasional lifting of approximately 40 lbs throughout the workday.
- Daily use of computers, word processing, spreadsheet software, email, and basic office equipment.

##### **B. Specific**

- Patrols Borough streets in search of zoning ordinance violations.
- Responds to complaints regarding zoning ordinance violations.
- Gathers data relating to violations and issues notice of violations.
- Other duties as directed by the Code Enforcement Officer/Building Inspector.

#### **Qualifications**

##### **A. Education/Experience/Licenses/Certifications**

- High school diploma or equivalent.
- Enrolled in College degree program or equivalent, or enlisted to join the military.
- Must possess a valid and current PA state driver's license or have the ability to obtain one prior to employment.

## **B. Knowledge Requirements**

- Ability to deal with the public and others tactfully and courteously.
- Ability to communicate effectively, orally and in writing.
- Ability to use computers for issuing permits and to obtain information.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The Borough intends to comply with the Americans with Disabilities Act and its amendments. In doing so, the hiring process is to be open and accessible to all qualified persons without regard to disability. For requests for accommodation as to the essential functions of the job or employment process, contact the Borough Manager.

## **Attachment R.R.**

### **SUMMER TEMPORARY ADMINISTRATIVE INTERN**

#### **Position Summary**

The Summer Temporary Administrative Intern in the Borough Administrative Office will work closely with the Borough Manager and the Finance/ Human Resources director on projects relating to finance and general administration.

#### **Essential Duties and Responsibilities**

##### **A. General**

- Get to and from work site for the times scheduled.
- Timely report to work.
- Communicate effectively in English, orally and in writing, to staff, the Code Enforcement Officer, and the public.
- Maintain professional demeanor with co-workers and the public, particularly in the face of criticism and public complaints.
- Daily use of computers, word processing, spreadsheet software, email, and basic office equipment.

##### **B. Specific**

- Assists the Borough Manager on projects related to the Budget including creating graphs, and compiling charts and information.
- Assists the Finance/Human Resources Director on projects related to personnel and finance.
- Assists the Administrative Staff in filing, organizing, scanning and copying.
- Other special projects or office duties as assigned by the Borough Manager or the Finance/Human Resources Director.

#### **Qualifications**

##### **A. Education/Experience/Licenses/Certifications**

- High School Graduate.
- Enrolled in College degree program or equivalent, or enlisted to join the military.

##### **B. Knowledge Requirements**

- Ability to deal with the public and others tactfully and courteously.
- Ability to communicate effectively, orally and in writing.

- Knowledge and efficient use of computers including proficient use of Microsoft Word, Excel, Outlook and PowerPoint.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The Borough intends to comply with the Americans with Disabilities Act and its amendments. In doing so, the hiring process is to be open and accessible to all qualified persons without regard to disability. For requests for accommodation as to the essential functions of the job or employment process, contact the Borough Manager.



**PENSION PLAN DOCUMENTS**

**Attachment A.A.A.**

**POLICE PENSION PLAN**

BOROUGH OF BRENTWOOD  
ORDINANCE NO. 1151

AN ORDINANCE OF THE BOROUGH OF BRENTWOOD RELATIVE TO THE ESTABLISHMENT AND MAINTENANCE OF BOROUGH EMPLOYEES PENSION, ANNUITY, INSURANCE AND BENEFIT FUND OR FUNDS, TO AMEND CERTAIN PROVISIONS OF THE PENSION PLAN OR PROGRAM APPLICABLE TO THE POLICE EMPLOYEES OF SAID BOROUGH AND TO RESTATE IN ITS ENTIRETY SUCH PENSION PLAN OR PROGRAM.

BE IT ORDAINED AND ENACTED by the Borough Council of the Borough of Brentwood ("Borough") and it is HEREBY ORDAINED AND ENACTED by authority of the same:

The Borough of Brentwood Police Pension Plan ("Plan"), which was previously established under Ordinance No. 875, dated May 5, 1978, under the provisions of Pub. Law 1804, 53 Pa. Con. Stat. Ann. 767, et seq., (referred to as Act 600) for the benefit of the Borough's police employees, and which has been amended and restated by ordinances and/or resolutions of the Borough thereafter, shall be, and hereby is, amended and supplemented in the following respects:

Any Ordinances, Resolutions or parts of Ordinances or Resolutions conflicting with the provisions of this Ordinance be, and the same hereby are repealed so far as the same affect this Ordinance; however, such repeal shall not affect any act done or any right or liability accrued under such Ordinance or Resolution herein repealed or superseded and all such rights or liabilities shall continue and may be enforced in the same manner as if such repeal or supersession had not been made but only to the extent otherwise permitted under the laws of the Commonwealth of Pennsylvania.

Effective January 1, 2006, for Participants who are employed as full-time police officers of the Borough as of January 1, 2006 (Participants who terminated employment as a full-time police officer with the Borough prior to January 1, 2006 shall have their pension benefits determined pursuant to the pension arrangement in place at the time they terminated employment) the Plan shall be amended by entirely deleting the provisions of said Plan and substituting the following in its place:

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SIGNATURE PAGE

## PREAMBLE

WHEREAS, the Borough of Brentwood, Allegheny County, Pennsylvania, established a retirement program effective December 31, 1954, and under the provisions of Pub. Law 1804, 53 Pa. Con. Stat. Ann. 767, et seq., (commonly referred to as Act 600) thereby establishing the Borough of Brentwood Police Pension Plan (the "Plan") for the benefit of the Borough's police officers and their beneficiaries; and

WHEREAS, the Plan has been and shall be amended and restated thereafter from time to time pursuant to various Ordinances and/or Resolutions including but not limited to:

Ordinance No. 1042	March 16, 1993
Ordinance No. 1043	March 16, 1993
Ordinance No. 1048	December 7, 1993

WHEREAS, the Borough Council intends that the Plan shall meet the requirements for government plans pursuant to the Internal Revenue Code of 1986, as amended, and the applicable laws of the Commonwealth of Pennsylvania;

NOW, THEREFORE, the Plan now known as the "Borough of Brentwood Police Pension Plan" effective January 1, 2006 for Participants who are employed as full-time police officers of the Borough as of January 1, 2006 (Participants who terminated employment as a full-time police officer with the Borough prior to January 1, 2006 shall have their pension benefits determined pursuant to the pension arrangement in place at the time they terminated employment) is hereby amended and restated in its entirety, effective January 1, 2006, as follows:

## ARTICLE I

### DEFINITIONS

The following words and phrases as used in this Plan shall have the meaning set forth in this Article, unless a different meaning is otherwise clearly required by the context:

- 1.01 "Accrued Benefit" shall mean, as of any given date, the benefit determined under section 4.02, calculated on the basis of Final Monthly Average Salary as of the date of determination and multiplied by a fraction, the numerator of which shall be the Participant's Aggregate Service determined as of such date and the denominator of which shall be the projected Aggregate Service of the Participant as if the Participant continues in Employment until attainment of Normal Retirement Age. Notwithstanding anything contained herein to the contrary, in no event shall the fraction exceed one (1.0). In no event, however, shall the Accrued Benefit exceed the maximum limitation, determined as of the date of computation, provided under section 4.07. All Accrued Benefits are subject to all applicable limitations, reductions, offsets, and actuarial adjustments provided pursuant to the terms of the Plan prior to the actual payment thereof. The Accrued Benefit shall include any Service Increment determined pursuant to section 4.06 attributable to the Participant's Aggregate Service as of the date of determination.

- 1.02 "Accumulated Contributions" shall mean the total amount contributed by any Participant to this Fund or its predecessor by way of payroll deduction or otherwise, plus interest credited at four percent (4%) per annum. Interest shall be credited in the form of a simple interest rate from the midpoint of the Plan Year for which the contributions were made to the first day of the month preceding the date that a distribution of accumulated Contributions under sections 6.05 and 7.02 shall be paid or payment of benefits shall commence.
- 1.03 "Act" shall mean the Municipal Pension Plan Funding Standard and Recovery Act which was enacted as Act 205 of 1984, as amended, .5.3 P.S. Sec. 89.5.101 et seq.
- 1.04 "Actuarial Equivalent" shall mean two forms of payment of equal actuarial present value on a specified date. The actuarial present value shall be determined by use of the UP-1984 Mortality Table and seven percent (7%) interest unless otherwise specifically provided herein.
- 1.05 "Actuary" shall mean the person, partnership, association or corporation which at any given time is serving as Actuary; provided that such Actuary must be an "Approved Actuary" as defined in the Act.
- 1.06 "Aggregate Service" shall mean the total period or periods of the Participant's Employment which is defined below at section 1.18 with the Employer whether or not interrupted. Notwithstanding the preceding sentence, should any such Participant receive a distribution of Accumulated Contributions with respect to a period of Employment, such period of Employment shall not be included in Aggregate Service thereafter unless, at the commencement of the next period of Employment, the Participant repays to the Fund the amount of such distribution with interest. For purposes of this section 1.06, interest shall accrue as of the date the Employee receives a distribution of Accumulated Contributions and shall be computed at the same rate and in the same manner as described in section 1.02. Aggregate Service shall be calculated in whole years and completed months.
- 1.07 "Attending College" shall mean the eligible dependent children are registered at an accredited institution of higher learning and are carrying a minimum course load of seven (7) credit hours per semester.
- 1.08 "Beneficiary" shall mean the person or entity designated by the Participant to receive a distribution of the Participant's Accumulated Contributions should the Participant die prior to becoming entitled to a retirement benefit. In the event that a Participant does not designate a Beneficiary or the Beneficiary does not survive the Participant, the Beneficiary shall be the surviving spouse, or if there is no surviving spouse, the issue, per stirpes, or if there is no surviving issue, the estate; but if no personal representative has been appointed, to those persons who would be entitled to the estate under the intestacy laws of the Commonwealth of Pennsylvania if the Participant had died intestate and a resident of Pennsylvania.
- 1.09 "Chief Administrative Officer" shall mean the person designated by the Borough who has the primary responsibility for the execution of the administrative affairs for the Plan.
- 1.10 "Code" shall mean the Internal Revenue Code of 1986, as amended.
- 1.11 "Committee" shall mean the Police Pension Committee as determined pursuant to section 8.02.
- 1.12 "Commonwealth" shall mean the Commonwealth of Pennsylvania.
- 1.13 "Compensation" shall mean the total remuneration of the Employee as reported on Internal Revenue Service Form W-2, whether salary or hourly wages, including overtime pay, holiday pay, longevity pay and any other form of remuneration paid by the Employer for police services rendered. Compensation shall be limited on an annual basis for purposes of the Plan to the amount specified pursuant to Code Section 401(a)(17).

1.14 "Council" shall mean the Borough Council of the Borough of Brentwood.

1.15 "Disability Date" shall mean the date when a Participant is determined by Council or by a physician appointed by the Plan Administrator to be incapacitated due to Total and Permanent Disability, or the date when the Participant's Employment terminates due to such Total and Permanent Disability, if later.

1.16 "Employee" shall mean any individual employed by the Employer on a regular, full-time basis as a member of the Employer's police force.

1.17 "Employer" shall mean the Borough of Brentwood, Allegheny County, Pennsylvania. 1.18

"Employment" shall mean for the purpose of determining Aggregate Service:

- (a) The period of time for which an Employee is directly or indirectly compensated or entitled to compensation by the Employer for the performance of duties as a police officer;
- (b) Any period of time not to exceed six (6) months for which an Employee is granted an authorized leave of absence provided that the Participant shall pay Participant Contributions to the Plan in an amount equal to the amount which would have been paid if the Participant continued in active employment. Such an authorized leave of absence may be granted for a period of time for which an Employee is paid a fixed, periodic amount in the nature of salary continuation payments for reasons other than the performance of duties (such as vacation, holidays, sickness, entitlement to benefits under workers' compensation or similar laws), either directly by the Employer or through a program to which the Employer has made contributions on behalf of the Employee; or a period during which an Employee is entitled to disability benefits under this Plan, provided that the Employee returns to Employment within three (3) months of the date on which it is determined that the Employee is no longer Totally and Permanently

Disabled if such determination occurs prior to the date a Participant attains Normal Retirement Age; or for any other reason acceptable to the Council; Employment will include any period of time that the Participant receives Heart and Lung Act payments to the extent required by law, provided that the Participant makes applicable Participant contributions; and

- (c) Any period of four years or less of voluntary or involuntary military service with the armed forces of the United States of America, provided that the Participant has been employed as a regular, full-time member of the Employer's police force for a period of at least six months immediately prior to the period of military service; and the Participant returns to Employment within six months following discharge from military service or within such longer period during which employment rights are guaranteed by applicable law or under the terms of a collective bargaining agreement with the Employer.
- (d) In the case of a Participant who is deemed to be Totally and Permanently Disabled, any period of voluntary or involuntary military service with the armed forces of the United States of America not to exceed a total of five (5) years which occurred prior to the date on which a Participant first became employed as an Employee of the Employer, provided that the Participant shall purchase such credit and that such Participant is not entitled to receive, eligible to receive or is receiving retirement benefits for such military service under a retirement system administered and wholly or partially paid for by any other governmental agency except military retirement pay earned by a combination of active and nonactive duty with a reserve or national guard component of the armed

forces which is payable upon the attainment of a specified age and period of service under 10 U.S.C. Ch. 67 (relating to retired pay for non-regular service). The purchase price for such service shall be computed by multiplying the average normal cost rate for the Plan as certified by the Public Employee Retirement Commission and not to exceed ten percent (10%) times the Participant's average annual rate of Compensation during the first three (3) years of Employment and multiplying the result times the number of years and fractions thereof being purchased. Interest shall be paid at a rate of four and three quarters percent (4.75%) compounded annually from the first date of Employment to the date of payment.

- (e) Any period of qualified military service as determined under the requirements of Chapter 43 of Title 38, United States Code, provided that the Participant returns to Employment following such period of qualified military service, and the Participant makes payment to the Plan in an amount equal to the Participant Contributions that would otherwise have been paid to the Plan during such period of qualified military service. The amount of Participant Contributions shall be based upon an estimate of the Compensation that would have been paid to the Participant during such period of qualified military service as determined by the average Compensation paid to the Participant during the twelve (12) months immediately preceding the period of qualified military service. The amount of Participant Contributions so calculated must be paid into the Plan before the end of the period that begins on the date of re-employment and ends on the earlier of the date that ends the period that has a duration of three (3) times the period of qualified military service, or the date that is five (5) years after the date of reemployment.

Employment shall not mean for the purpose of determining Aggregate Service:

- (f) Any period of disability for a Participant who was disabled as a result of a non-service related disability.

1.19 "Final Monthly Average Salary" shall mean the average monthly salary earned by the Participant and paid by the Employer during the final thirty-six (36) months immediately preceding termination of active Employment and upon which the Participant made Participant Contributions pursuant to Article III if Participant Contributions were required pursuant to that Article. Salary shall include all compensation for services performed for Brentwood Borough as a Brentwood Borough Police Officer and reported and included on that Police Officer's Federal Internal Revenue Service W-2, annual wage and tax statement but shall exclude for this purpose any single sum or extraordinary payments made which are not directly attributable to active Employment during the averaging period, including but not limited to payment for accumulated sick leave, payment of a longevity bonus, or payment of a back pay damage award.

Final Monthly Average Salary shall be calculated by taking into account only those periods during which an Employee receives salary, as that term is defined in this section 1.19. Therefore, for example, the Final Monthly Average Salary for a Participant who receives disability benefits from this Plan or who is voluntarily or involuntarily serving in the United States armed forces during the final thirty-six (36) months of Aggregate Service shall be based on the period during which the Employee last received salary (as defined in the preceding paragraph) from the Employer.

Salary used to determine Final Monthly Average Salary shall be limited on an annual basis for the purpose of the Plan to the amount specified in accordance with Code Section 401(a)(17).

1.20 "Insurer" or "Insurance Company" shall mean a legal reserve life insurance company authorized to do business in the Commonwealth of Pennsylvania.

1.21 "Member's Salary at the Time of Death" shall mean the last month of basic salary or basic rate of pay for the final completed month of active Employment.

- 1.22 "Member's Salary at the Time the Disability was Incurred" shall mean the last month of basis salary or basic rate of pay as applicable under any then current collective bargaining agreement before the Disability Date.
- 1.23 "Minimum Municipal Obligation" shall mean the minimum obligation of the municipality as determined by the Actuary pursuant to the provisions of the Act.
- 1.24 "Normal Retirement Age" shall mean the date on which the Participant has completed twenty-five (25) years of Aggregate Service with the Employer and has attained age fifty-five (55).
- 1.25 "Notice" or "Election" shall mean a written document prepared in the form specified by the Plan Administrator and delivered as follows: if such notice or election is to be provided by the Employer or the Plan Administrator, it shall be mailed in a properly addressed envelope, postage prepaid, to the last known address of the person entitled thereto, on or before the last day of the specified notice or election period; or, if such notice or election is to be provided to the Employer or the Plan administrator, it must be received by the recipient on or before the last day of the specified notice or election period.
- 1.26 "Participant" shall mean an Employee who has met the eligibility requirements to participate in the Plan as provided in section 2.01 and who has not for any reason ceased to be a Participant hereunder.
- 1.27 "Pension Fund" or "Fund" shall mean the police Pension Fund administered under the terms of this Plan and which shall include all money, property, investments, Policies and Contracts standing in the name of the Plan.
- 1.28 "Plan" shall mean the Plan set forth herein, as amended from time to time and designated as the Borough of Brentwood Police Pension Plan.
- 1.29 "Plan Administrator" shall be the Borough Manager or the individual appointed for the purpose of supervising and administering the provisions of the Plan. In the event that there is no Borough Manager so serving and no such appointment is made, the Plan Administrator shall be the Council.
- 1.30 "Plan Year" shall mean the 12-month period beginning on January 1 and ending on December 31 of each year.
- 1.31 "Policy" or "Contract" shall mean a retirement annuity or retirement income endowment Policy (or a combination of both) or any other form of insurance Contract or Policy which shall be deemed appropriate in accordance with the provisions of applicable law.
- 1.32 "Restatement Date" shall mean January 1, 2006, the date upon which this amendment and restatement of the Plan becomes effective.
- 1.33 "Retirement Date" shall mean the first day of the month coincident with or next following the date on which the Participant retires from Employment or the first day of any month thereafter on which the payment of retirement benefits pursuant to this Plan shall commence.
- 1.34 "Service Increment"- shall mean the amount calculated per month pursuant to section 4.06 on behalf of a Participant for each completed year of service in excess of twenty-five (25) years, not to exceed one hundred dollars (\$100) per month.
- 1.35 "Total and Permanent Disability" shall mean a condition of physical or mental impairment due to which a Participant is unable to perform the usual and customary duties of Employment, which condition continues for at least six (6) months and which is reasonably expected to continue to

be permanent for the remainder of the Participant's lifetime. For purposes of this section 1.35 and Article V, a condition shall not be treated as a Total and Permanent Disability unless such condition is a direct result of and occurs in the line of duty as an Employee. Therefore, an Employee whose physical or mental impairment does not occur in the line of duty is not entitled to receive disability benefits under the Plan.

1.36 "Trustee" shall mean the initial and any successor trustee or trustees of the Trust.

## ARTICLE II

### PARTICIPATION IN THE PLAN

- 2.01 Eligibility Requirements - Each Employee who was a Participant in the Plan on the day prior to the Restatement Date shall continue to be a Participant on and after the Restatement Date subject to the terms and conditions of the Plan as set forth herein. Each Employee who is employed as a regular, full-time permanent member of the police department of the Employer shall participate herein as of the date on which such Employee's Employment first commences or recommences provided all prerequisites to participation under this Plan shall have been fulfilled, including but not limited to, completion of all forms required by the Plan Administrator.
- 2.02 Notification of Plan Administrator - The Council shall furnish the Plan Administrator with written notification of the appointment of any new full-time permanent Employee who is eligible for participation hereunder.
- 2.03 Designation of Beneficiary - Any new, full-time Employee who becomes a Participant hereunder shall provide a written notice in the manner prescribed by the Plan Administrator which designates a Beneficiary at the time participation commences. The Participant's election of any such Beneficiary may be rescinded or changed, without the consent of the Beneficiary, at any time provided the Participant provides the written notice of the changed designation to the Plan Administrator in the manner prescribed by the Plan Administrator. Any designation of a Beneficiary made in any manner other than one acceptable to the Plan Administrator shall be null and void and have no effect under the terms of this Plan.

ARTICLE III  
CONTRIBUTIONS

- 3.01 Participant Contributions - Each Participant shall as a requirement of participation pay regular contributions to the Pension Fund in an amount equal to five percent (5%) of the Participant's Compensation that is includible in the calculation of Final Average Monthly Salary. Each Participant shall complete the necessary forms to authorize the payment of Participant contributions by way of payroll deductions. The Participant Contributions required under this section 3.01 shall be "picked up" by the Employer and shall be treated as Employer Contributions pursuant to Code section 414(h)(2).
- 3.02 Reduction of Participant Contributions - Notwithstanding the preceding section 3.01, if an actuarial study performed by the Actuary shows that the condition of the Pension Fund is such that payments into the Pension Fund by Participants may be reduced below the minimum percentages prescribed in section 3.01, or may be eliminated, and that if such payments are reduced or eliminated, contributions by the Employer will not be required to keep the Pension Fund actuarially sound, the Employer may, by Ordinance, reduce or eliminate payments into the Pension Fund by Participants on an annual basis.
- 3.03 Employer Contributions - The Actuary, in accordance with the Act, shall determine the Minimum Municipal Obligation of the Employer. The Employer shall pay into the Pension Fund, by annual appropriations or otherwise, the contributions necessary to satisfy the Minimum Municipal Obligation.
- 3.04 State Aid - General municipal pension system State Aid, or any other amount of State Aid received by the Employer from the Commonwealth in accordance with the Act and designated by the Employer to be applied to this Plan, may be deposited into the Pension Fund governed by this Plan and shall be used to reduce the amount of the Minimum Municipal Obligation of the Employer.
- 3.05 Gifts - The Council is authorized to take by gift, grant, devise or otherwise any money or property, real or personal, for the benefit of the Plan and cause the same to be held as a part of the Pension Fund. The care, management, investment and disposal of such amounts shall be vested in the Council or its delegate, the Plan Administrator, subject to the direction of the donor and not inconsistent with applicable laws and the terms of the Plan.
- 3.06 Leased Employees - Leased employees (as defined in IRC '414(n)) shall not be eligible to participate. As of the effective date of this restatement, a leased employee is any person who is not an employee of the Employer and who provides services to the Employer if:
- (a) the services are provided pursuant to an agreement between the Employer and any other person (the "leasing organization"),
  - (b) the person has performed services for the Employer on a substantially full time basis for a period of at least one year, and
  - (c) such services are performed under the primary direction or control by the Employer.
- 3.07 Independent Contractors - Notwithstanding the other sections of this Article, no individual whom the Employer regards as not being an Employee shall be eligible to participate even if it is later determined by a court of law, the Internal Revenue Service, the Social Security Administration, or any other government agency that he should have been an Employee.

## ARTICLE IV

### RETIREMENT BENEFITS

4.01 Normal Retirement - Each Participant shall be entitled to normal retirement benefits after retirement on or after the Participant has attained Normal Retirement Age.

4.02 Normal Retirement Benefit - Each Participant who shall become entitled to a benefit pursuant to Section 4.01 shall receive a benefit paid monthly in an amount equal to fifty percent (50%) of the Participant's Final Monthly Average Salary as determined herein.

4.03 Late Retirement - A Participant may continue to work beyond the attainment of Normal Retirement Age subject to the Employer's rules and regulations regarding retirement age. If a Participant who has met the requirements of section 4.01 continues to work beyond Normal Retirement Age, there shall be no retirement benefits paid until Employment ceases and retirement begins. The retirement benefit of a Participant who retires after attainment of Normal Retirement Age shall be calculated in accordance with section 4.02 on the basis of the Final Monthly Average Salary as of such Participant's actual Retirement Date.

4.04 Payment of Benefits - Retirement benefit payments shall be made in a form, known as the Normal Form, which shall be payable as of the first day of the month coincident with or next following the Participant's Retirement Date and the first day of each month thereafter during the Participant's lifetime. A Participant must complete an application for benefit in the manner prescribed by the Plan Administrator and deliver such application to the Plan Administrator at least thirty (30) days prior to the date on which benefit payments shall commence. Notwithstanding anything contained herein to the contrary, no retirement benefit payments nor any other payments shall be due or payable on or before the first day of the month coincident with or next following the date that is thirty (30) days after the date the Plan Administrator receives the application for benefits. Payment of benefits hereunder shall cease as of the date of death of the Participant.

4.05 Normal Form — The Normal Form for payment of retirement benefits shall be a monthly annuity payable for the life of the Participant.

4.06 Service Increment - A Participant who shall retire after completion of at least twenty-six (26) years of Aggregate Service may be eligible to receive a Service Increment in addition to the Normal Retirement Benefit under section 4.02. Such service increment shall only be available to a Participant who shall retire on a Retirement Date after attainment of Normal Retirement Age and whose Aggregate Service for purposes of this section 4.06 shall only include periods of time when the Participant actively renders service in Employment and shall not include any period of time during which the Participant received a Disability Benefit under the terms of this Plan or was not otherwise in active Employment. The monthly amount of the Service Increment shall be equal to twenty-five dollars (\$25.00) for each year of Aggregate Service in excess of twenty-five

(25) years, up to a maximum Service Increment of one hundred dollars (\$100.00) per month.

4.07 Maximum Benefit Limitations -

- (a) General Rule - Except as otherwise provided, this Plan shall at all times comply with the provisions of Code Section 415 and the regulations thereunder, the terms of which are specifically incorporated herein by reference. If a benefit payable to a Participant under this Plan would otherwise exceed the limit under Code Section 415, the benefit will be reduced to the maximum permissible benefit.
- (b) Effective Date — If there is more than one permissible effective date for any required change in the Code Section 415(b) provisions, then the change shall be effective as of the latest permissible effective date; however, any adjustment in the dollar limit under Code Section 415(b)(1)(A), whether required or permissible, shall take effect automatically as of the earliest permissible effective date. The "applicable mortality table" in Rev. Rul. 2001-62 became effective as of December 31, 2002.
- (c) No Reduction in Accrued Benefits - Notwithstanding the above, no change in the limits under this Article shall reduce the benefit of any Participant.
- (d) Multiple Plans —• If a Participant also participates in one or more other plans that are required to be aggregated with this Plan for purposes of determining the limits under Code Section 415(b), and if the aggregated benefits would otherwise exceed the limit under Code Section 415(b), then benefits shall be reduced first under this Plan. [Historical Note: Code Section 415(e) applied for Limitation Years beginning prior to 2000.]
- (e) Mandatory Contributions - Participant Contributions are annual additions subject to the limit of Code Section 415(c), and any benefit attributable to Participant Contributions is not included in the benefit subject to the limits of Code Section 415(b). This subsection does not apply to contributions "picked-up" in accordance with Code Section 414(h).
- (f) Permissive Service Credit - Effective as of January 1, 1998, if a Participant makes a purchase of permissive service credit (within the meaning of Code Section 415(n)) under the Plan, the benefit derived from the contributions made to purchase the service credit shall be treated as part of the benefit subject to the limitations under this section.

4.08 Required Distributions

- (a) Notwithstanding any other provision of this Plan, the entire benefit of any Participant who becomes entitled to benefits prior to his death shall be distributed either:
  - (1) not later than the Required Beginning Date, or

- (2) over a period beginning not later than the Required Beginning Date and extending over the life of such Participant or over the lives of such Participant and a designated Beneficiary (or over a period not extending beyond the life expectancy of such Participant, or the joint life expectancies of such Participant and a designated Beneficiary).

If a Participant who is entitled to benefits under this Plan dies prior to the date when his entire interest has been distributed to him after distribution of his benefits has begun in accordance with paragraph (2) above, the remaining portion of such benefit shall be distributed at least as rapidly as under the method of distribution being used under paragraph (2) as of the date of his death.

- (b) If a Participant who is entitled to benefits under this Plan dies before distribution of his benefit has begun, the entire interest of such Employee shall be distributed within five (5) years of the death of such Employee, unless the following sentence is applicable. If any portion of the Employee's interest is payable to (or for the benefit of) a designated Beneficiary, such portion shall be distributed over the life of such designated Beneficiary (or over a period not extending beyond the life expectancy of such Beneficiary), and such distributions begin not later than one (1) year after the date of the Employee's death or such later date as provided by regulations issued by the Secretary of the Treasury, then for purposes of the five-year rule set forth in the preceding sentence, the benefit payable to the Beneficiary shall be treated as distributed on the date on which such distributions begin. Provided, however, that notwithstanding the preceding sentence, if the designated Beneficiary is the surviving spouse of the Participant, then the date on which distributions are required to begin shall not be earlier than the date upon which the Employee would have attained age seventy and one-half (70 1/2) and, further provided, if the surviving spouse dies before the distributions to such spouse begin, this sub-paragraph shall be applied as if the surviving spouse were the Employee.
- (c) For purposes of this Section, the following definitions and procedures shall apply:
  - (1) "Required Beginning Date" shall mean April 1 of the calendar year following the later of the calendar year in which the Employee attains age seventy and one-half (70 1/2), or the calendar year in which the Employee retires.
  - (2) The phrase "designated Beneficiary" shall mean any individual designated by the Employee under this Plan according to its rules.
  - (3) Any amount paid to a child shall be treated as if it had been paid to the surviving spouse if such amount will become payable to the surviving spouse upon such child's reaching majority (or other designated event permitted under regulations issued by the Secretary of the Treasury).
  - (4) For purposes of this section, the life expectancy of an Employee and/or the Employee's spouse shall be determined in accordance with the 1987 proposed

regulations prior to January 1, 2003 and with the final regulations (§1.401(a)(9)-1 through §1.401(a)(9)-9) on or after January 1, 2003.

#### 4.09 Direct Rollovers

- (a) This section 4.09(a) applies to distributions made on or after December 31, 2001. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution that is equal to at least \$500 paid directly to an eligible retirement plan specified by the distributee in a direct rollover.
- (b) This section 4.09(b) shall apply to distributions made on or after January 1, 2006. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, if a distribution in excess of one-thousand dollars (\$1,000.00) is made and the distributee does not make an election under section 4.09(a) and does not elect to receive the distribution directly, the Plan Administrator shall make such transfer to an individual retirement plan of a designated trustee or issuer pursuant to section 8.03(i). The Plan Administrator shall notify the distributee in writing, within a reasonable period of time and as otherwise prescribed by law, that the distribution may be transferred to another individual retirement plan.
- (c) For purposes of this Section, the following definitions shall apply:
  - (1) "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period, of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

For purposes of the direct rollover provisions in this Section of the Plan, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions that are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

- (2) "Eligible Retirement Plan" is a qualified trust described in Code Section 401(a), an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), an annuity contract described in Code Section 403(b), an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan.
- (3) "Distributee" includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), are distributees with regard to the interest of the spouse or former spouse.
- (4) "Direct Rollover" is a payment by the Plan to the eligible retirement plan specified by the distributee or the Plan Administrator, if the distributee does not make an election.

4.10 Assignment - The pension benefit payments prescribed herein shall not be subject to attachment, execution, levy, garnishment or other legal process and shall be payable only to the Participant or designated Beneficiary and shall not be subject to assignment or transfer. However, all rights and benefits, including elections, provided to a Participant in this Plan shall be subject to the rights afforded to any "alternate payee" under what is recognized pursuant to State law support provisions or as a "qualified domestic relations order". For purposes of this section, "alternate payee" and "qualified domestic relations order" shall be determined by the Plan Administrator in accordance with applicable law.

4.11 Retired Participants - Any Participant who shall have terminated employment prior to the Restatement Date shall not have the benefit altered in any way by the provisions of this amended and restated Plan, except where otherwise expressly provided herein. Such retired Participants shall continue to have their benefits governed by the terms of the Plan in effect on the day preceding the Restatement Date.

4.12 Personal Right of Participant — The right to receive any benefits under this Plan is a personal right of the Participant and shall expire upon the death of the Participant. No heir, legatee, devisee, Beneficiary, assignee or other person claiming by or through a Participant shall have any interest in any benefits hereunder unless clearly and expressly so provided by the terms of this Plan or the provisions of applicable law. A Participant's Election, failure to make an Election or revocation of an Election hereunder shall be final and binding on all persons.

4.13 Nonduplication of Benefit — To avoid any duplication of benefits, a Participant who is receiving a retirement benefit under the Plan and who shall resume Employment shall have benefit payments suspended until the first day of the month coincident with or next following the date such employment shall cease. Upon resumption of benefit payments, such Participant shall receive the greater of the amount of the suspended benefit or the

amount of benefit based upon Final Monthly Average Salary and Aggregate Service as of the date that such period of resumed Employment shall cease.

- 4..14 Limitation of Liability — Nothing contained herein shall obligate the Employer, the Plan Administrator, any fiduciary or any agent or representative of any of the foregoing, to provide any retirement or other benefit to any Participant or Beneficiary which cannot be provided from the assets available in the Pension Fund, whether such benefits are in pay status or otherwise payable under the terms of the Plan. The Council retains the right to amend or terminate this Plan consistent with applicable law at any time with or without cause and whether or not such action directly or indirectly results in the suspension, reduction or termination of any benefit payable under the Plan or in pay status, and without liability to any person for any such action.

## ARTICLE V

### DISABILITY RETIREMENT

5.01 Disability Retirement - A Participant who shall incur a Total and Permanent Disability shall be entitled to a Disability Retirement Benefit as of the Disability Date.

5.02 Disability Retirement Benefit - A Participant who shall be entitled to a Disability Retirement Benefit under Section 5.01, whose Total and Permanent Disability is the direct result of injuries incurred in the line of duty as an Employee shall be entitled to an Employment related Disability Benefit which shall be a monthly benefit in an amount equal to fifty percent (50%) of the Member's Salary at the Time the Disability was Incurred, determined pursuant to section 1.22, provided that any member who receives benefits for the same injuries under Social Security Disability shall have the Participant's disability benefits offset or reduced by the amount of such benefits.

5.03 Payment of Disability Benefits - Disability payments shall be made monthly as of the first day of each month, commencing as of the first day of the month coincident with or immediately following the Participant's Disability Date and continuing until the earliest of the death of the Participant, the attainment of Normal Retirement Age, or cessation of Total and Permanent Disability. If a Totally and Permanently Disabled Participant attains Normal Retirement Age, any Disability Retirement Benefits shall cease, and such Participant shall be entitled to his Normal Retirement Benefit determined under section 4.02. The Normal Retirement Benefit of a Totally and Permanently Disabled Participant shall be determined using Final Monthly Average Salary, as defined in Section 1.19, and such benefit shall be multiplied by a fraction, the numerator of which shall be the Participant's Aggregate Service as of the Disability Date and the denominator of which shall be the projected Aggregate Service as if the Participant would have continued in Employment until the attainment of his Normal Retirement Age.

A Participant who shall fail to return within three (3) months to Employment as an Employee of the Employer upon cessation of Total and Permanent Disability prior to attainment of Normal Retirement Age shall be deemed to have terminated Employment as of the Disability Date, and shall not be entitled to any distribution of Accumulated Contributions pursuant to section 7.02 to the extent that the total amount of disability payments exceeds the value of the Participant's Accumulated Contributions as of the Disability Date.

5.04 Verification of Disability - The Plan Administrator shall in its sole discretion determine whether a Participant shall have incurred a Total and Permanent Disability. The Plan Administrator shall rely on the report of a physician acceptable to the Plan Administrator. If the Plan Administrator shall determine that a Participant who is totally and permanently disabled has recovered sufficiently to resume active employment as a police officer or if a Participant refuses to undergo a medical examination as directed by the Plan Administrator (such a medical examination may not be required more frequently

than once in any given twelve (12) month period), the payment of Disability Retirement Benefits shall cease.

5.05 Cessation of Disability - A Participant who is receiving payment of Disability Retirement Benefits under this Plan must notify the Plan Administrator of any change which may cause a cessation of entitlement to receipt of such benefits hereunder. If a Participant fails to provide immediate notice to the Plan Administrator of any such change in status and continues to receive payment of benefits hereunder to which the Participant is not entitled, then the Plan may take whatever action is necessary to recover any amount of improperly paid amounts, including legal action or offsetting such amounts against any future payments of retirement or other benefits under the Plan, including the costs of such actions.

5.06 Reduction in Benefits - All disability retirement benefit payments made to an eligible Participant shall be reduced by the amount of any payments for which the Participant is eligible under any workers' compensation or similar laws, whether or not the Participant collects such compensation payments; and shall be reduced further by any other disability compensation payment for which the Participant is eligible, provided by the Borough or by any other federal, state or local government entity, whether or not the Participant collects such compensation payment.

## ARTICLE VI

### DEATH BENEFITS

6.01 Death Benefit - Except as hereinafter set forth, no benefit shall be payable hereunder upon or by reason of the death of any Participant.

6.02 Survivor Benefit - If a Participant shall die after commencement of retirement or disability benefit payments or after the Participant is eligible to retire under section 4.01 and before retirement benefit payments commence, a Survivor Benefit shall be paid to the surviving spouse of the Participant, or, if no spouse survives or the spouse survives and subsequently dies, then the child or children of the Participant under the age of eighteen (18), or if Attending College, under or attaining the age of twenty-three (23) in an amount equal to fifty percent (50%) of the Participant's retirement benefit which the Participant was receiving or would have been receiving had the Participant been retired at the time of death.

Such Survivor Benefit shall be paid in lieu of any distribution of Accumulated Contributions to which the deceased Participant may have been entitled; provided, however, that in the event the amount of Participant's Accumulated Contributions exceeds the amount of Survivor Benefit payable in accordance with the preceding, then such Participant's death benefit shall be equal to the amount of the Participant's Accumulated Contributions.

6.03 Killed in Service Survivor Benefit — A Survivor Benefit shall be payable in the event of the death of a Participant who is killed in service. In the event such a benefit becomes payable, the surviving spouse of the Participant, or, if no spouse survives or the spouse survives and subsequently dies, then the child or children of the Participant under the age of eighteen (18) or if Attending College, under or attaining the age of twenty-three (23) shall receive a benefit in an amount equal to one-hundred percent (100%) of the Member's Salary at the Time of Death pursuant to section 1.21.

Such Survivor Benefit shall be paid in lieu of any refund of Accumulated Contributions to which the deceased Participant may have been entitled; provided, however, that in the event the amount of the Participant's Accumulated Contributions exceeds the amount of Survivor Benefit payable in accordance with the preceding, then such Participant's death benefit shall be equal to the amount of the Participant's Accumulated Contributions.

6.04 Payment of Survivor Benefit - The Survivor Benefit commences as of the first day of the month coincident with or immediately following the date of death of the Participant. The Survivor Benefit shall be paid monthly to the surviving spouse of the Participant, if any, until the date of death of the surviving spouse. Upon the death of the surviving spouse or if there is no surviving spouse, the Survivor Benefit shall be paid monthly in equal shares to the surviving dependent children of the deceased Participant until the death or attainment of age eighteen (18) of each child, or if Attending College, under or attaining the age of twenty-three (23). The shares payable to the surviving children shall be adjusted as each child ceases to be eligible to receive a share of the benefit hereunder.

6.05 Death of Participant Prior to Retirement - The surviving spouse of a Participant who dies on or after April 17, 2002 before his pension has vested, and whose survivors are entitled to no benefits under any other provisions of this Plan, or if no spouse survives or if he or she survives and subsequently dies, the child or children under the age of 18 years, or if attending college, under or attaining the age of 23 years, of a Participant shall be entitled to receive a refund of Accumulated Contributions (which includes interest at 4% per

annum) unless the Participant has designated another beneficiary. If the Participant has received Disability Retirement Benefits hereunder, the amount of distribution of Accumulated Contributions shall be reduced by the amount of Disability Retirement Benefits, which have been paid hereunder.

## ARTICLE VII

### TERMINATION OF EMPLOYMENT

- 7.01 Rights of Terminated Employees - A Participant who shall cease to be an Employee except as otherwise herein before provided shall have all interest and rights under this Plan limited to those contained in the following sections of this Article.
- 7.02 Distribution of Accumulated Contributions - A Participant whose Employment with the Employer shall terminate for any reason other than death or Total and Permanent Disability prior to attainment of Normal Retirement Age shall be entitled to receive a distribution of Accumulated Contributions. Upon receipt of such Accumulated Contributions, said Participant and Beneficiary shall not be entitled to any further payments from the Plan.
- 7.03 Deferred Vested Benefit - A Participant who has completed at least twelve (12) years of Aggregate Service and whose Employment with the Employer shall terminate for any reason other than death or Total and Permanent Disability prior to attainment of Normal Retirement Age shall be entitled to elect to receive a deferred vested benefit in lieu of a distribution of Accumulated Contributions under section 7.02. The Election hereunder shall be made within ninety (90) days of the date on which the Participant's Employment shall cease or shall be forever waived and a distribution pursuant to section 7.02 shall occur. Such a deferred vested benefit shall be in an amount equal to the Participant's Accrued Benefit as of the date Employment terminates and shall commence after application pursuant to section 4.04 as of the first day of the month coincident with or next following the date on which the Participant's Normal Retirement Age would be attained if the Participant continued in Employment until such date.

## ARTICLE VIII

### ADMINISTRATION

- 8.01 Plan Administrator - The Plan Administrator shall be the individual appointed by the Council who shall have the power and authority to do all acts and to execute, acknowledge and deliver all instruments necessary to implement and effectuate the purpose of this Plan. The Plan Administrator may delegate authority to act on its behalf to any persons it deems appropriate. If a Plan Administrator is not appointed, the Borough Manager shall be the Plan Administrator.
- 8.02 Police Pension Committee - If the Council shall appoint a Police Pension Committee it shall be for the purpose of advising the Council regarding the operation and the administration of the Plan. The Committee shall consist of not more than five (5) members appointed by the Council. Each member of the Committee shall serve in that capacity until the earliest of resignation, death, removal or otherwise. Each member may be removed at any time, with or without cause, by the Council. Each member may resign by delivering written notice to the Council and other members of the Committee. Vacancies on the Committee shall be filled by the Council.
- 8.03 Authority and Duties of the Plan Administrator - The Plan Administrator shall have full power and authority to do whatever shall, in its judgment, be reasonably necessary for the proper administration and operation of the Plan. The interpretation or construction placed upon any term or provision of the Plan by the Plan Administrator or any action of the Plan Administrator taken in good faith shall, upon the Council's review and approval thereof, be final and conclusive upon all parties hereto, whether Employees, Participants or other persons concerned. By way of specification and not limitation and except as specifically limited hereafter, the Plan Administrator is authorized:
- (a) to construe this Plan;
  - (b) to determine all questions affecting the eligibility of any Employee to participate herein;
  - (c) to compute the amount and source of any benefit payable hereunder to any Participant or Beneficiary;
  - (d) to authorize any and all disbursements;
  - (e) to prescribe any procedure to be followed by any Participant and/or other person in filing any application or Election;
  - (f) to prepare and distribute, in such manner as may be required by law or as the Plan Administrator deems appropriate, information explaining the Plan;

- (g) to require from the Employer or any Participant such information as shall be necessary for the proper administration of the Plan; and
- (h) to appoint and retain any individual to assist in the administration of the Plan, including such legal, clerical, accounting and actuarial services as may be required by any applicable law or laws; and
- (i) to select an individual retirement plan provider (either the state or a federally regulated financial institution) and invest funds in connection with the rollover of mandatory distributions as described in section 4.09(b).

The Plan Administrator shall have no power to add to, subtract from or modify the terms of the Plan or change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for benefits under the Plan. Further, the Plan Administrator shall have no power to adopt, amend, or terminate the Plan, to select or appoint any Trustee or to determine or require any contributions to the Plan, said powers being exclusively reserved to the Council.

8.04 Police Pension Committee Organization - If the Council appoints a Committee, it may organize itself in any manner deemed appropriate to effectuate its purposes hereunder, subject to the following:

- (a) The Committee shall act by a majority of its members at the time in office and such action may be taken either by vote at a meeting or in writing without a meeting.
- (b) The Committee shall, from time to time, appoint a Chairman, a Secretary who may, but need not, be a Committee member and such other agents as it may deem advisable.
- (c) The Committee may, from time to time, authorize any one or more of its members to execute any document or documents including any application, request, certificate, notice, consent, waiver or direction and shall notify the Council, in writing, of the name or names of the member or members so authorized. In the absence of a designation, the Chairman shall be deemed to be so authorized. Any Trustee or other fiduciary appointed hereunder shall accept and be fully protected in relying upon any document executed by the designated member or members (or the Chairman in the absence of a designation) as representing a valid action by the Committee until the Committee shall file with such fiduciary a written revocation of such designation.
- (d) The Committee or its delegate, shall maintain and keep such records as are necessary for the efficient operation of the Plan or as may be required by any applicable law, regulation or ruling and shall provide for the preparation and filing of such fowls or reports as may be required to be filed with any governmental agency or department and with the Participants and/or other persons entitled to benefits under the Plan but only to the extent that the Council shall delegate such duties and responsibilities to the Committee.

8.05 Plan Administrator Costs - The Plan Administrator shall serve without compensation for services unless otherwise agreed by the Council in writing. All reasonable expenses incident to the functioning of the Plan Administrator, including, but not limited to, fees of accountants, counsel, actuaries and other specialists and other costs of administering the Plan, may be paid from the Pension Fund upon approval by the Council to the extent permitted under applicable law and not otherwise paid by the Employer.

8.06 Hold Harmless - No member of the Council, the Plan Administrator if the Plan Administrator is an employee or official of the Borough, nor any other person involved in the administration of the Plan that is an employee of the Employer shall be liable to any person on account of any act or failure to act which is taken or omitted to be taken in good faith in performing their respective duties under the terms of this Plan. To the extent permitted by law, the Employer shall, and hereby does agree to, indemnify and hold harmless the Plan Administrator if the Plan Administrator is an employee or official of the Borough and each of any such individual's heirs, executors and administrators, and the delegates and appointees (other than any person, bank, firm or corporation which is independent of the Employer and which renders services to the Plan for a fee) from any and all liability and expenses, including counsel fees, reasonably incurred in any action, suit or proceeding to which he is or may be made a party by reason of being or having been a member, delegate or appointee of the Plan Administrator, except in matters involving criminal liability, intentional or willful misconduct. If the Employer purchases insurance to cover claims of a nature described above, then there shall be no right of indemnification except to the extent of any deductible amount under the insurance coverage or to the extent of the amount the claims exceed the insured amount.

8.07 Approval of Benefits - The Plan Administrator shall review and approve or deny any application for retirement benefits within thirty (30) days following receipt thereof or within such longer time as may be necessary under the circumstances. Any denial of an application for retirement benefits shall be in writing and shall specify the reason for such denial.

8.08 Appeal Procedure - Any person whose application for retirement benefits is denied, who questions the amount of benefit paid, who believes a benefit should have commenced which did not so commence or who has some other claim arising under the Plan ("Claimant"), shall first seek a resolution of such claim under the procedure hereinafter set forth.

(a) Any Claimant shall file a Notice of the claim with the Plan Administrator which shall fully describe the nature of the claim. The Plan Administrator shall review the claim and make an initial determination approving or denying the claim.

(b) If the claim is denied in whole or in part, the Plan Administrator shall, within ninety (90) days (or such other period as may be established by applicable law) from the time the application is received, mail Notice of such denial to the Claimant. Such ninety (90) day period may be extended by the Plan Administrator if special circumstances so require for up to ninety (90) additional days by the Plan Administrator's delivering Notice of such extension to the Claimant within the first ninety (90) day period. Any Notice hereunder shall be written in a manner calculated to be understood by the Claimant and, if a Notice of denial, shall set forth (i) the specific Plan provisions on which the denial is based, (ii) an explanation of additional material or information, if any necessary to perfect such claim and a statement of why such material or

information is necessary, and (iii) an explanation of the review procedure.

- (c) Upon receipt of Notice denying the claim, the Claimant shall have the right to request a full and fair review by the Council of the initial determination. Such request for review must be made by Notice to the Council within sixty (60) days of receipt of such Notice of denial. During such review, the Claimant or a duly authorized representative shall have the right to review any pertinent documents and to submit any issues or comments in writing. The Council shall, within sixty (60) days after receipt of the Notice requesting such review, (or in special circumstances, such as where the Council in its sole discretion holds a hearing, within one hundred and twenty (120) days of receipt of such Notice), submit its decision in writing to the person or persons whose claim has been denied. The decision shall be final, conclusive and binding on all parties, shall be written in a manner calculated to be understood by the Claimant and shall contain specific references to the pertinent Plan provisions on which the decision is based.
- (d) Any Notice of a claim questioning the amount of a benefit in pay status shall be filed within ninety (90) days following the date of the first payment which would be adjusted if the claim is granted unless the Plan Administrator allows a later filing for good cause shown.
- (e) A Claimant who does not submit a Notice of a claim or a Notice requesting a review of a denial of a claim within the time limitations specified above shall be deemed to have waived such claim or right to review.

Nothing contained herein is intended to abridge any right of Claimant to appeal any final decision hereunder to a court of competent jurisdiction under 2 Pa. C.S. section 752. No decision hereunder is a final decision from which such an appeal may be taken until the entire appeal procedure of this section 8.08 of the Plan has been exhausted.

## ARTICLE IX

### THE PENSION FUND

9.01 Operation of the Pension Fund - The Council is hereby authorized to hold and supervise the investment of the assets of the Pension Fund, subject to the provisions of the laws of the Commonwealth and of this Plan and any amendment thereto.

The Pension Fund shall be used to pay benefits as provided in the Plan and, to the extent not paid directly by the Employer, to pay the expenses of administering the Plan pursuant to authorization by the Employer.

The Employer intends the Plan to be permanent and for the exclusive benefit of its Employees. It expects to make the contributions to the Pension Fund required under the Plan. The Employer shall not be liable in any manner for any insufficiency in the Pension Fund; benefits are payable only from the Pension Fund, and only to the extent that there are monies available therein.

The Pension Fund will consist of all funds held by the Employer under the Plan, including contributions made pursuant to the provisions hereof and the investments, reinvestments and proceeds thereof. The Pension Fund shall be held, managed, and administered pursuant to the terms of the Plan. Except as otherwise expressly provided in the Plan, the Employer has exclusive authority and discretion to manage and control the Pension Fund assets. However, the Employer may at its sole discretion, appoint a custodian, investment manager. The Council shall be the trustee, to the extent a trustee is required and none has been appointed.

If all Plan assets are held in one or more custodial accounts or annuity contracts issued by an insurance company licensed to do business in Pennsylvania, then the Council does not need to appoint a Trustee, and plan assets shall be administered in accordance with the other provisions of this Plan and the terms of the agreement with the insurance company. If there is a separate trust document, then the terms of that document shall supersede the provisions of this Article X. If the Council fails to name a Trustee, the Borough shall be the Trustee.

9.02 Powers and Duties of the Employer - With respect to the Pension Fund, the Employer shall have the following powers, rights and duties, in addition to those vested in it elsewhere in the Plan or by law, unless such duties are delegated.

- (a) To retain in cash so much of the Pension Fund as it deems advisable and to deposit any cash so retained in any bank or similar financial institution (including any such institution which may be appointed to serve as trustee hereunder), without liability for interest thereon.
- (b) To invest and reinvest the principal and income of the fund and keep said fund invested, without distinction between principal and income, in securities which are at the time legal investments for fiduciaries under the Pennsylvania Fiduciaries Investment Act, or as the same may be subsequently modified or amended.
- (c) To sell property held in the fund at either public or private sale for cash or on credit at such times as it may deem appropriate; to exchange such property; to grant options for the purchase or exchange thereof.
- (d) To consent to and participate in any plan of reorganization, consolidation, merger, extension or other

similar plan affecting property held in the fund; to consent to any contract, lease, mortgage, purchase, sale or other action by any corporation pursuant to any such plan.

- (e) To exercise all conversion and subscription rights pertaining to property held in the fund.
- (f) To exercise all voting rights with respect to property held in the fund and in connection therewith to grant proxies, discretionary or otherwise.
- (g) To place money at any time in a deposit bank deemed to be appropriate for the purposes of this Plan no matter where situated, including in those cases where a bank has been appointed to serve as trustee hereunder, the savings department of its own commercial bank.
- (h) In addition to the foregoing powers, the Employer shall also have all of the powers, rights, and privileges conferred upon trustees by the Pennsylvania Fiduciaries Investment Act, or as the same may be subsequently modified or amended, and the power to do all acts, take all proceedings and execute all rights and privileges, although not specifically mentioned herein, as the Employer may deem necessary to administer the Pension Fund.
- (i) To maintain and invest the assets of this Plan on a collective and commingled basis with the assets of other pension plans maintained by the Employer, provided that the assets of each respective plan shall be accounted for and administered separately.
- (j) To invest the assets of the Pension Fund in any collective commingled trust fund maintained by a bank or trust company, including any bank or trust company which may act as a trustee hereunder. In this connection, the commingling of the assets of this Plan with assets of other eligible, participating plans through such a medium is hereby specifically authorized. Any assets of the Plan which may be so added to such collective trusts shall be subject to all of the provisions of the applicable declaration of trust, as amended from time to time, which declaration, if required by its terms or by applicable law, is hereby adopted as part of the Plan, to the extent of the participation in such collective or commingled trust fund by the Plan.
- (k) To make any payment or distribution required or advisable to carry out the provisions of the Plan, provided that if a trustee is appointed by the Employer, such trustee shall make such distribution only at the direction of the Employer.
- (l) To compromise, contest, arbitrate, enforce or abandon claims and demands with respect to the Plan.
- (m) To retain any funds or property subject to any dispute without liability for the payment of interest thereon, and to decline to make payment or delivery thereof until final adjudication is made by a court of competent jurisdiction.
- (n) To pay, and to deduct from and charge against the Pension Fund, any taxes which may be imposed thereon, whether with respect to the income, property or transfer thereof, or upon or with respect to the interest of any person therein, which the Fund is required to pay; to contest, in its discretion, the validity or amount of any tax, assessment, claim or demand which may be levied or made against or in respect of the Pension Fund, the income, property or transfer thereof, or in any matter or thing connected therewith.
- (o) To appoint any persons or firms (including but not limited to, accountants, investment advisors, counsel, actuaries, physicians, appraisers, consultants, professional plan

administrators and other specialists), or otherwise act to secure specialized advice or assistance, as it deems necessary or desirable in connection with the management of the Fund; to the extent not prohibited by applicable law, the Employer shall be entitled to rely conclusively upon and shall be fully protected in any action or omission taken by it in good faith reliance upon, the advice or opinion of such persons or firms, provided such persons or firms were prudently chosen by the Employer, taking into account the interests of the Participants and Beneficiaries and with due regard to the ability of the persons or firms to perform their assigned functions.

- (p) To retain the services of one or more persons or firms for the management of (including the power to acquire and dispose of) all or any part of the Fund assets, provided that each of such persons or firms is registered as an investment advisor under the Investment Advisors Act of 1940, is a bank (as defined in that act), or is an insurance company qualified to manage, acquire or dispose of pension trust assets under the laws of more than one state; in such event, the Employer shall follow the directions of such Investment Manager or Managers with respect to the acquisition and disposition of fund assets, but shall not be liable for the acts or omissions of such Investment Manager or Managers, nor shall it be under any obligation to review or otherwise manage any Fund assets which are subject to the management of such Investment Manager or Managers. If the Employer appoints a trustee, the trustee shall not be permitted to retain such an Investment Manager except with the express written consent of the Employer.

9.03 Common Investments - The Employer shall not be required to make separate investments for individual Participants or to maintain separate investments for each Participant's account, but may invest contributions and any profits or gains therefrom in common investments.

9.04 Compensation and Expenses of Appointed Trustee - If a trustee is appointed, the trustee shall be entitled to such reasonable compensation as shall from time to time be agreed upon by the Employer and the trustee, unless such compensation is prohibited by law. Such compensation, and all expenses reasonably incurred by the trustee in carrying out its functions, shall constitute a charge upon the Employer or the Pension Fund, which may be executed at any time after 30 days written notice to the Employer. The Employer shall be under no obligation to pay such costs and expenses, and, in the event of its failure to do so, the trustee shall be entitled to pay the same, or to be reimbursed for the payment thereof, from the Pension Fund.

9.05 Periodic Accounting - If a trustee is appointed, the Pension Fund shall be evaluated annually, or at more frequent intervals, by the trustee and a written accounting rendered as of each fiscal year end of the Fund, and as of the effective date of any removal or resignation of the trustee, and such additional dates as requested by the Employer, showing the condition of the Fund and all receipts, disbursements and other transactions effected by the trustee during the period covered by the accounting, based on fair market values prevailing as of such date.

9.06 Value of the Pension Fund - All determinations as to the value of the assets of the Pension Fund, and as to the amount of the liabilities thereof, shall be made by the Employer or its appointed trustee, whose decisions shall be final and conclusive and binding on all parties hereto, the Participants and Beneficiaries and their estates. In making any such determination, the Employer or trustee shall be entitled to seek and rely upon the opinion of or any information furnished by brokers, appraisers and other experts, and shall also be entitled to rely upon reports as to sales and quotations, both on security exchanges and otherwise as contained in newspapers and in financial publications.

## ARTICLE X

### AMENDMENT AND TERMINATION OF PENSION PLAN OR PENSION FUND

10.01 Amendment of the Plan - The Employer may amend this Plan at any time or from time to time by an instrument in writing executed in the name of the Employer under its municipal seal by officers duly authorized to execute such instrument and delivered to the Council provided, however:

- (a) that no amendment shall deprive any Participant or any Beneficiary of a deceased Participant of any of the benefits to which he is entitled under this Plan with respect to contributions previously made;
- (b) that no amendment shall provide for the use of funds or assets held under this Plan other than for the benefit of Employees and no funds contributed to this Plan or assets of this Plan shall, except as provided in section 10.05, ever revert to or be used or enjoyed by the Employer; and
- (c) that no amendment to the Plan which provides for a benefit modification shall be made unless the cost estimate described in section 11.03 has been prepared and presented to the Council in accordance with the Act.

10.02 Termination of the Plan - The Employer shall have the power to terminate this Plan in its entirety at any time by an instrument in writing executed in the name of the Employer.

10.03 Automatic Termination of Contributions - Subject to the provisions of the Act governing financially distressed municipalities, the liability of the Employer to make contributions to the Pension Fund shall automatically terminate upon liquidation or dissolution of the Employer, upon its adjudication as a bankrupt or upon the making of a general assignment for the benefit of its creditors.

10.04 Distribution Upon Termination - In the event of the termination of the Plan, all amounts of vested benefits accrued by the affected Participants as of the date of such termination, to the extent funded on such date, shall be nonforfeitable hereunder. In the event of termination of the Plan, the Employer shall direct either (a) that the Plan Administrator continue to hold the vested Accrued Benefits of Participants in the Pension Fund in accordance with the provisions of the Plan (other than those provisions related to forfeitures) without regard to such termination until all funds have been distributed in accordance with the provisions; or (b) that the Plan Administrator immediately distribute to each Participant an amount equal to the vested Accrued Benefit to the date.

If there are insufficient assets in the Pension Fund to provide for all vested Accrued Benefits as of the date of Plan termination, priority shall first be given to the distribution of any amounts attributable to mandatory or voluntary Employee contributions before assets are applied to the distribution of any vested benefits attributable to other sources hereunder.

All other assets attributable to the terminated Plan shall be distributed and disposed of in accordance with the provisions of applicable law and the terms of any instrument adopted by the Employer which effects such termination.

10.05 Residual Assets If all liabilities to vested Participants and any others entitled to receive a benefit under the terms of the Plan have been satisfied and there remain any residual assets in the Pension Fund, such residual assets remaining shall be returned to the

Employer insofar as such return does not contravene any provision of law, and any remaining balance, in excess of Employer contributions, shall be returned to the Commonwealth.

10.06 Exclusive Benefit Rule - In the event of the discontinuance and termination of the Plan as provided herein, the Employer shall dispose of the Pension Fund in accordance with the terms of the Plan and applicable law; at no time prior to the satisfaction of all liabilities under the Plan shall any part of the corpus or income of the Pension Fund, after deducting any administrative or other expenses properly chargeable to the Pension Fund, be used for or diverted to purposes other than for the exclusive benefit of the Participants in the Plan, their Beneficiaries or their estates.

## ARTICLE XL

### FUNDING STANDARD REQUIREMENTS

11.01 Actuarial Valuations - The Plan's Actuary shall perform an actuarial valuation at least biennially unless the Employer is applying or has applied for supplemental state assistance pursuant to Section 603 of the Act, whereupon actuarial valuation reports shall be made annually.

Such biennial actuarial valuation report shall be made as of the beginning of each Plan Year occurring in an odd-numbered calendar year, beginning with the year 1985.

Such actuarial valuation shall be prepared and certified by an approved Actuary, as such term is defined in the Act.

The expenses attributable to the preparation of any actuarial valuation report or investigation required by the Act or any other expense which is permissible under the terms of the Act and which are directly associated with administering the Plan shall be an allowable administrative expense payable from the assets of the Pension Fund. Such allowable expenses shall include but not be limited to the following:

- (a) investment costs associated with obtaining authorized investments and investment management fees;
- (b) accounting expenses;
- (c) premiums for insurance coverage on Fund assets;
- (d) reasonable and necessary counsel fees incurred for advice or to defend the Fund;  
and
- (e) legitimate travel and education expenses for Plan officials; provided, however, that the municipal officials of the Employer, in their fiduciary role, shall monitor the services provided to the Plan to ensure that the expenses are necessary, reasonable and benefit the Plan; and further provided, that the Plan Administrator shall document all such expenses item by item, and where necessary, hour by hour.

11.02 Duties of Chief Administrative Officer - Such actuarial reports shall be prepared and filed under the supervision of the Chief Administrative Officer.

The Chief Administrative Officer of the Plan shall determine the financial requirements of the Plan on the basis of the most recent actuarial report and shall determine the Minimum Municipal Obligation of the Employer with respect to funding the Plan for any given Plan Year. The Chief Administrative Officer shall submit the financial requirements of the Plan and the Minimum Municipal Obligation of the Employer to the Council annually and shall certify the accuracy of such calculations and their conformance with the Act.

11.03 Benefit Plan Modifications - Prior to the adoption of any benefit plan modification by the Employer, the Chief Administrative Officer of the Plan shall provide to the Council a cost estimate of the proposed benefit plan modification. Such estimate shall be prepared by an approved Actuary, which estimate shall disclose to the Council the impact of the proposed benefit plan modification on the future financial requirements of the Plan and the future Minimum Municipal Obligation of the Employer with respect to the Plan.

## ARTICLE XII

### MISCELLANEOUS PROVISIONS

- 12.01 Plan Not a Contract of Employment - No police officer of the Employer nor anyone else shall have any rights whatsoever against the Employer or the Plan Administrator as a result of this Plan except those expressly granted to them hereunder. Participation in this Plan shall not give any right to any Employee to be retained in the employ of the Employer, nor shall interfere with the right of the Employer to discharge any Employee and to deal with such Employee without regard to the effect such treatment might have upon participation in the Plan.
- 12.02 Meaning of Certain Words For purposes of this Plan, the masculine gender shall include the feminine gender and the singular shall include the plural, and vice versa, in all cases wherever the person or context shall plainly so require. Headings of Articles and Sections are included solely for convenience of reference and are not to be considered in the construction of the Plan.
- 12.03 Construction of Document - This Plan may be executed and/or conformed in any number of counterparts, each of which shall be deemed an original and shall be construed and enforced according to the laws of the Commonwealth, excepting such Commonwealth's choice of law rules.
- 12.04 Information to be Furnished by the Employer — The Employer shall furnish to the Plan Administrator (and where applicable, the trustee) information in the Employer's possession as the Plan Administrator and the trustee shall require from time to time to perform their duties under the Plan.
- 12.05 Severability of Provisions - In case any provisions of this Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of this Plan, and the Plan shall be construed and enforced as if said illegal and invalid provisions had never been inserted therein.
- 12.06 Incapacity of Participant - If any Participant shall be physically or mentally incapable of receiving or acknowledging receipt of any payment of pension benefits hereunder, the Plan Administrator, upon the receipt of satisfactory evidence that such Participant is so incapacitated and that another person or institution is maintaining the Participant, and that no guardian or committee has been appointed for the Participant, may provide for such payment of pension benefits hereunder to such person or institution so maintaining him, and any such payments so made shall be deemed for every purpose to have been made to such Participant.
- 12.07 Liability of Officers of the Plan Administrator and/or Employer - Subject to the provisions of the Act and unless otherwise specifically required by other applicable laws, no past, present or future officer of the Employer shall be personally liable to any Participant, Beneficiary or other person under any provision of the Plan.
- 12.08 Assets of the Fund Nothing contained herein shall be deemed to give any Participant or Beneficiary any interest in any specific property of the Pension Fund or any right except to receive such distributions as are expressly provided for under the Plan.

12.09 Pension Fund for Sole Benefit of Participants - The income and principal of the Pension Fund are for the sole use and benefit of the Participants covered hereunder, and to the extent permitted by law, shall be free, clear and discharged from and are not to be in any way liable for debts, contracts or agreements, now contracted or which may hereafter be contracted, and from all claims and liabilities now or hereafter incurred by any Participant or Beneficiary.

12.10 Benefits for a Deceased Participant — If any benefit shall be payable under the Plan to or on behalf of a Participant who has died, if the Plan provides that the payment of such benefits shall be made to the Participant's estate, and if no administration of such Participant's estate is pending in the court of proper jurisdiction, then the Plan Administrator, at its sole option, may pay such benefits to the surviving spouse of such deceased Participant, or, if there is no surviving spouse, to such of Participant's then living issue, per stirpes; provided, however, that nothing contained herein shall prevent the Plan Administrator from insisting upon the commencement of estate administration proceedings and the delivery of any such benefits to a duly appointed executor or administrator.

ORDAINED AND ENACTED this 21<sup>st</sup> day of February, A.D., 2006

ATTEST:

**BOROUGH OF BRENTWOOD**

David Lane

Edward Haney  
President of Council

EXAMINED AND APPROVED this 21<sup>st</sup> day of February, A.D., 2006

ATTEST:

**BOROUGH OF BRENTWOOD**

David Lane

Kenneth E. Jochims  
Mayor

DULY RECORDED in Ordinance Book Volume \_\_\_\_\_, page \_\_\_\_\_, this 21<sup>st</sup> day of February, A.D., 2006

**Attachment B.B.B.**

**NON-UNIFORM PENSION PLAN**

BOROUGH OF BRENTWOOD  
ORDINANCE NO. 1152

AN ORDINANCE OF THE BOROUGH OF BRENTWOOD RELATIVE TO THE ESTABLISHMENT AND MAINTENANCE OF BOROUGH EMPLOYEES PENSION, ANNUITY, INSURANCE AND BENEFIT FUND OR FUNDS, TO AMEND CERTAIN PROVISIONS OF THE PENSION PLAN OR PROGRAM APPLICABLE TO THE EMPLOYEES OF SAID BOROUGH AND TO RESTATE IN ITS ENTIRETY SUCH PENSION PLAN OR PROGRAM.

BE IT ORDAINED AND ENACTED by the Council of the Borough of Brentwood ("Borough"), and it is HEREBY ORDAINED AND ENACTED by authority of the same:

The Borough of Brentwood Non-Police Employees Pension Plan ("Plan"), which was established pursuant to Ordinance for the benefit of the employees of the Borough of Brentwood and which has been amended and restated by ordinances and resolutions of the Borough Council thereafter, shall be, and hereby is, amended and supplemented in the following respects.

Any Ordinances or Resolutions or parts of Ordinances or Resolutions conflicting with the provisions of this Ordinance shall be, and hereby are repealed so far as the same affect this Ordinance; however, such repeal shall not affect any act done or any right or liability accrued under such Ordinance or Resolution herein repealed or superseded and all such rights or liabilities shall continue and may be enforced in the same manner as if such repeal or supersession had not been made but only to the extent otherwise permitted under the laws of the Commonwealth of Pennsylvania.

Effective January 1, 2006, the Plan shall be amended by entirely deleting the provisions of said Plan and substituting the following in its place:

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SIGNATURE PAGE

PREAMBLE

WHEREAS, the Borough of Brentwood, Allegheny County, Pennsylvania, established a retirement program effective February 15, 1958, pursuant to Ordinance for the benefit of the Borough's non-police employees and their beneficiaries; and

WHEREAS, the Plan has been and shall be amended thereafter from time to time pursuant to various Ordinances and Resolutions, including but not limited to:

Ordinance No. 876	Ordinance No. 890	May 2, 1978	January 15, 1980	September 1,
Ordinance No. 95.5	Resolution No. 88-3	1987	February 16, 1988	March 20, 1990
Ordinance No. 993	Resolution No. 96-10	May 21, 1996	February 19, 2002	
Resolution No. 2000-04				

WHEREAS, the Council retained the right to amend the Plan; and

WHEREAS, the Council wants to facilitate the administration of the Plan by completely amending and restating the Plan to set forth the provisions thereof in a single document for purposes of incorporating certain changes as a result of ordinance consolidation and clarity; and

WHEREAS, the Council intends that the Plan shall meet the requirements for government plans pursuant to the Internal Revenue Code of 1986, as amended, and the applicable laws of the Commonwealth of Pennsylvania;

NOW, THEREFORE, the Plan now known as the "Borough of Brentwood Non-Police Employees Pension Plan" is hereby amended and restated in its entirety, effective January 1, 2006, as follows:

## ARTICLE I

### DEFINITIONS

The following words and phrases as used in this Plan shall have the meaning set forth in this Article, unless a different meaning is otherwise clearly required by the context:

1.01 "Accrued Benefit" shall mean the benefit to which a Participant is entitled as of any given date of reference, which shall be expressed as a single life annuity, starting as of a Participant's Normal (or Late) Retirement Date, that is the Actuarial Equivalent of the Participant's Account Balance (as of the reference date) projected forward to his Normal Retirement Date.

The Accrued Benefit shall not exceed the maximum limitation, determined as of the date of computation, provided under Section 4.07. All Accrued Benefits are subject to all applicable limitations, reductions, offsets, and actuarial adjustments provided pursuant to the terms of the Plan prior to the actual payment thereof.

1.02 "Accumulated Contributions" shall mean the total amount contributed by any Participant to this Plan by way of payroll deduction or otherwise, plus interest credited thereon at the rate equal to the greater of: (i) six and one-half percent (6.5%), or (ii) the actual earnings in the trust fund (expressed as a percentage of assets) minus one percent (1%), per annum, compounded annually, from the first of the year following date of deposit to the first day of the month in which the Participant's employment terminates. For purposes of this section, Participant contributions shall include contributions "picked up" by the Employer in accordance with Code Section 414(h)(2).

1.03 "Act" shall mean the Municipal Pension Plan Funding Standard and Recovery Act which was enacted as Act 205 of 1984, as amended, 53 P.S. Sec. 895.101 et seq.

1.04 "Actuarial Equivalent" shall mean two forms of payment of equal actuarial present value on a specified date. The actuarial present value shall be determined by use of the UP- 1984 Mortality Table and six percent (6%) interest unless otherwise specifically provided herein.

If a Participant's Account Balance is converted to an annuity or a lump sum for purposes of making a distribution, the Account Balance shall not be projected forward to the Participant's Normal Retirement Date and then discounted back to the date of conversion in order to make the conversion. Therefore, the lump sum Actuarial Equivalent of the Account Balance is the amount of the Account Balance.

1.05 "Actuary" shall mean the person, partnership, association or corporation, which at any given time is serving as Actuary, provided that such Actuary must be an "Approved Actuary" as defined in the Act.

1.06 "Authorized Leave of Absence" shall mean any leave of absence granted in writing by the Employer for reasons including, but not limited to, accident, sickness, pregnancy or temporary disability, education, training, jury duty or such other reasons as may necessitate authorized leave from active Employment.

1.07 "Beneficiary" shall mean the person or entity designated in writing by the Participant to receive any benefits which may be due should the Participant die prior to becoming

entitled to a retirement benefit. In the event that a Participant does not designate a Beneficiary or the Beneficiary does not survive the Participant, the Beneficiary shall be the surviving spouse, or if there is no surviving spouse, the issue, per stirpes, or if there is no surviving issue, the estate; but if no personal representative has been appointed, to those persons who would be entitled to the estate under the intestacy laws of the Commonwealth of Pennsylvania if the Participant had died intestate and a resident of Pennsylvania.

1.08 "Chief Administrative Officer" shall mean the person designated by the Borough who has the primary responsibility for the execution of the administrative affairs for the Borough.

1.09 "Code" shall mean the Internal Revenue Code of 1986, as amended.

1.10 "Committee" shall mean the Pension Plan Committee as determined pursuant to Section 9.02.

1.11 "Commonwealth" shall mean the Commonwealth of Pennsylvania.

1.12 "Compensation" shall mean the total pay subject to income tax paid to a Participant by the Employer for personal services during the Plan Year and shall include the amount of any Participant contributions picked up under Code Section 414(h)(2). Compensation shall be limited on an annual basis to the amount specified for government plans pursuant to Code Section 401(a)(17).

1.13 "Continuous Employment" shall mean an Employee's period of continuous, uninterrupted employment with the Employer. For purposes of this section, an Employee's employment shall not be deemed to have been interrupted by any periods of Authorized Leave of Absence expressly granted by the Employer; nor shall it be deemed interrupted by any period of absence during which he served in the Armed Forces of the United States of America, provided the Employee returns to his employment with the Employer at the time and under the circumstances required to give him re-employment rights under any federal or state law. In the event an Employee does not return to employment within the specified period or at the end of an Authorized Leave of Absence, he shall be deemed to have terminated his employment when he originally left the service of the Employer.

Continuous Employment shall also include any period of qualified military service as determined under the requirements of chapter 43 of title 38, United States Code, provided that the Participant returns to employment with the Borough following such period of qualified military service, and the Participant makes payment to the Plan in an amount equal to the Participant Contributions that would otherwise have been paid to the Plan during such period of qualified military service. The amount of Participant Contributions shall be based upon an estimate of the Compensation that would have been paid to the Participant during such period of qualified military service as determined by the average Compensation paid to the Participant during the twelve (12) months immediately preceding the period of qualified military service. The amount of Participant Contributions calculated must be paid into the Plan before the end of the period that begins on the date of re-employment and ends on the earlier of the date that ends the period that has a duration of three (3) times the period of qualified military service or the date that is five (5) years after the date of re-employment.

1.14 "Council" shall mean the Council of the Borough of Brentwood.

1.15 "Disability Date" shall mean the date when a Participant is determined by the Plan

Administrator to be incapacitated due to Total and Permanent Disability, or the date when the Participant's Employment terminates due to such Total and Permanent Disability, if later.

- 1.16 "Early Retirement Age" shall mean the later of age fifty-five (55) or the completion of twenty-five (25) years of service for Public Works Department Employees and for all other Employees, the date on which the Participant has attained a minimum age of sixty-two (62).
- 1.17 "Early Retirement Date" shall mean the first day of the month coincident with or next following the date on which a Participant who has attained Early Retirement Age ceases employment with the Borough and chooses to commence receipt of retirement benefits prior to the Normal Retirement Date.
- 1.18 "Employee" shall mean any individual employed by the Employer, with the exclusion of any uniformed Employee.
- 1.19 "Employer" or "Borough" shall mean Borough of Brentwood, Allegheny County, Pennsylvania.
- 1.20 "Employment Commencement Date" shall mean the date on which an Employee first completes an hour of service for the Employer.
- 1.21 "Entry Date" shall mean the first day of January or July, which coincides with or immediately follows an Employee's completion of the eligibility requirements in Article II.
- 1.22 "Insurer" or "Insurance Company" shall mean a legal reserve life insurance company authorized to do business in the Commonwealth of Pennsylvania.
- 1.23 "Late Retirement Date" shall mean the first day of the month coincident with or next following the date on which the Participant retires from employment with the Borough on which the payment of retirement benefits pursuant to this Plan shall commence
- 1.24 "Minimum Municipal Obligation" shall mean the minimum obligation of the municipality as determined by the Actuary pursuant to the provisions of the Act.
- 1.25 "Normal Retirement Age" shall mean age sixty-two (62) for Employees of the Public Works Department or age sixty-five (65) for all other Employees.
- 1.26 "Normal Retirement Date" shall mean the first day of the month coincident with or next following the date on which the Participant attains Normal Retirement Age.
- 1.27 "Notice" or "Election" shall mean a written document prepared in the form specified by the Plan Administrator. If such notice or election is to be provided by the Employer or the Plan Administrator, it shall be mailed in a properly addressed envelope, postage prepaid, to the last known address of the person entitled thereto, on or before the last day of the specified notice or election period. If such notice or election is to be provided to the Employer or the Plan Administrator, it must be received by the intended recipient on or before the last day of the specified notice or election period.
- 1.28 "Participant" shall mean an Employee who has met the eligibility requirements to

participate in the Plan as provided in Section 2.01 and who has not for any reason ceased to be a Participant hereunder.

- 1.29 "Pension Fund" shall mean the employee Pension Fund administered under the terms of this Plan and which shall include all money, property, investments, Policies and Contracts standing in the name of the Plan.
- 1.30 "Plan" shall mean the Plan set forth herein, as amended from time to time and designated as the Brentwood Non-Police Employees Pension Plan.
- 1.31 "Plan Administrator" or "Administrator" shall mean the committee or the individual appointed for the purpose of supervising and administering the provisions of the Plan. In the event that no such appointment is made, the Plan Administrator shall be the Borough Manager.
- 1.32 "Plan Year" shall mean the 12-month period beginning on January 1 and ending on December 31 of each year.
- 1.33 "Policy" or "Contract" shall mean a retirement annuity or retirement income endowment Policy (or a combination of both) or any other form of insurance Contract or Policy which shall be deemed appropriate in accordance with the provisions of applicable law.
- 1.34 "Restatement Date" shall mean January 1, 2006, the date upon which this amendment and restatement of the Plan becomes effective.
- 1.35 "Total and Permanent Disability" shall mean a condition of physical or mental impairment due to which a Participant is unable to perform any customary duties of his employment with the Employer, provided the Participant is certified by the Social Security Administration as being eligible for Social Security disability benefits, provided however, that no Participant shall be deemed to be Totally and Permanently Disabled for the purpose of this Plan if his incapacity results from chronic alcoholism or addiction to narcotics, or was engaged in felonious criminal enterprise or resulted therefrom, or resulted from an intentionally self-inflicted injury, or if such disability was incurred while in the armed forces of the country.
- 1.36 "Trustee" shall mean the initial and any successor trustee or trustees of the Trust.
- 1.37 "Year of Service" shall mean for determining the amount of benefits, such completed twelve (12) month period of Continuous Employment with the Employer. Such twelve (12) month periods shall be measured beginning on the Employee's Employment Commencement Date and anniversaries thereof. Years of Service shall be expressed in completed years only and shall not take into account any partial years of fewer than twelve (12) completed months with respect to any Employee.

## ARTICLE II

### PARTICIPATION IN THE PLAN

- 2.01 Eligibility Requirements - Each Employee who was a Participant in the Plan on the day prior to the Restatement Date shall continue to be a Participant on and after the Restatement Date subject to the terms and conditions of the Plan as set forth herein. Each other Employee shall be eligible to participate in the Plan on his Entry Date, provided he has attained age twenty-one (21) and is an Employee of the Employer on such date.
- 2.02 Participation Requirements - The Employer shall furnish the Plan Administrator with written notification of the appointment of any new full-time permanent Employee who is eligible for participation hereunder and shall execute and complete any enrollment or application forms as required by the Plan Administrator.
- 2.03 Designation of Beneficiary - Any new, full-time Employee who becomes a Participant hereunder shall provide a written notice in the manner prescribed by the Plan Administrator which designates a Beneficiary at the time participation commences. The Participant's election of any such Beneficiary may be rescinded or changed, without the consent of the Beneficiary, at any time provided the Participant provides the written notice of the changed designation to the Plan Administrator in the manner prescribed by the Plan Administrator. Any designation of a Beneficiary made in any manner other than one acceptable to the Plan Administrator shall be null and void and have no effect under the terms of this Plan.
- 2.04 Change in Status - A Participant who remains in the service of the Employer but ceases to be an Employee eligible for participation hereunder, shall have no further benefit accruals occur until the individual again qualifies as a Participant hereunder eligible to resume such accrual of benefits.
- 2.05 Leave of Absence - During any leave of absence that is not an Authorized Leave of Absence, a Participant shall be deemed an inactive Participant and shall not be given credit for Years of Credited Service nor continue to accrue any benefits hereunder. If the Employee is not re-employed by the expiration of such leave of absence, participation in the Plan shall cease on the date on which such leave of absence commenced. During any Authorized Leave of Absence, a Participant shall continue to receive credit for Years of Credited Service to the extent such credit is specifically granted in writing by Council and is permitted pursuant to applicable law provided that all required contributions are paid to the Plan.
- 2.06 Recordkeeping - The Employer shall furnish the Plan Administrator with such information as will aid the Plan Administrator in the administration of the Plan. Such information shall include all pertinent data on Employees for purposes of determining their eligibility to participate in this Plan.
- 2.07 Leased Employees - Leased employees (as defined in Code Section 414(n)) shall not be eligible to participate. As of the effective date of this restatement, a leased employee is any person who is not an employee of the Employer and who provides services to the Employer if:

- (a) the services are provided pursuant to an agreement between the Employer and any other person (the "leasing organization"),
- (b) the person has performed services for the Employer on a substantially full time basis for a period of at least one year, and
- (c) such services are performed under the primary direction or control by the Employer.

2.08 Independent Contractors - Notwithstanding the other sections of this Article, no individual whom the Employer regards as not being an Employee shall be eligible to participate even if it is later determined by a court of law, the Internal Revenue Service, the Social Security Administration, or any other government agency that he should have been an Employee.

## ARTICLE III

### CONTRIBUTIONS

3.01 Participant Contributions - As a condition of participation hereunder, each Participant shall be required to file a written designation with the Plan Administrator authorizing that contributions equal to three percent (3%) of his monthly Compensation be deducted from his pay and contributed to the Plan. Such contributions shall be maintained in an Employee Contribution Account, which shall set forth the amount of the Participant's contributions, and any earnings attributable thereto, as of any given date.

The Participant Contributions required under this Section 3.01 shall be "picked up" by the Employer and shall be treated as Employer contributions pursuant to Code Section 414 (h)(2).

3.02 Employer Contributions - The Actuary, in accordance with the Act, shall determine the Minimum Municipal Obligation of the Employer. The Employer shall pay into the Pension Fund, by annual appropriations or otherwise, the contributions necessary to satisfy the Minimum Municipal Obligation. Notwithstanding the foregoing, nothing contained herein shall preclude the Employer from contributing an amount in excess of the Minimum Municipal Obligation.

3.03 State Aid - General Municipal Pension System State Aid, or any other amount of State Aid received by the Employer in accordance with the Act from the Commonwealth may be deposited into the Pension Fund governed by this Plan in amounts determined by the Council and shall be used to reduce the amount of the Minimum Municipal Obligation of the Employer.

3.04 Employer Reversion - Any contributions made by the Employer may be returned to the Employer if the contribution was made due to a mistake and the contribution is returned within one (1) year of the date on which the discovery of the mistaken payment of the contribution was made or reasonably should have been made.

## ARTICLE IV

### RETIREMENT BENEFITS

4.01 Normal Retirement — A Participant may retire on his Normal Retirement Date and receive, payable as of his Normal Retirement Date, a single life annuity that is the Actuarial Equivalent of his Account Balance.

4.02 Account Balance — A Participant's Account Balance consists of his Employee Contribution Account, his Employer Contribution Account, and his Past Service Account (if any).

(a) Employee Contribution Account — A Participant's Employee Contribution Account consists of his Accumulated Contributions.

(b) Employer Contribution Account — Benefits under this Plan are accrued in the form of an account balance. A Participant's Employer Contribution Account consists of his Employer Contributions plus all accumulated interest. As of the effective date of this amended and restated document, Employer Contributions are credited monthly at the rate of four (4%) percent of the Participant's monthly Compensation, and interest on the Employer Contribution Account is credited at a rate equal to the greater of: (i) five and one-half percent (5.5%), or (ii) one percentage point less than the actual rate of return earned by the Trust Fund, compounded annually.

The terms "Employer Contribution" and "interest" do not represent actual contributions or interest. The terms are used solely for the purpose of calculating a Participant's benefit accruals. A Participant's Account Balance for any period prior to the effective date of this document was determined under the provisions of the prior plan documents.

(c) Past Service Account — Participants who entered the Plan on an Entry Date occurring prior to May 2, 1978 have a separate account referred to as the "Past Service Account". The balance of a Past Service Account is the actuarial equivalent as of January 1, 1987 of a monthly annuity of fifteen dollars (\$15.00) multiplied by years of Service (under the terms of the Plan as of December 31, 1977) from a Participant's Employment Commencement Date through December 31, 1977, plus interest credited thereon at a rate equal to the greater of: (i) six and one-half percent (6.5%); or (ii) one percentage point less than the rate of return actually earned in the Trust Fund, compounded annually.

(d) Account Balance for Bookkeeping Purposes Only — Notwithstanding any other provisions of this Plan, the account balances described under subsections (a), (b), and (c) shall be based upon hypothetical account balances maintained as a bookkeeping entry only. Such amounts shall not be maintained as actual individual accounts, and neither the Plan Administrator nor the Trustee shall be

under any obligation to establish such accounts; moreover, there shall be no requirement that the credited interest equal the actual earnings of the Trust Fund for any given period, nor shall there be any requirement that the sum of individual accounts correspond to the value of Trust assets as of any given point of reference. The account balance formula shall be solely a mathematical formula used to derive the amount of a Participant's Accrued Benefit under this defined benefit pension plan.

4.03 Late Retirement - If a Participant continues in Employment beyond Normal Retirement Age, there shall be no retirement benefits paid until the Participant's retirement actually begins. The retirement benefit of a Participant who continues employment after attainment of Normal Retirement Age shall be based on his Account Balance as of his Late Retirement Date.

4.04 Early Retirement - A Participant shall be entitled to an Early Retirement Benefit after retirement on or after attainment of Early Retirement Age.

4.05 Early Retirement Benefit — If a Participant shall retire on an Early Retirement Date, he shall be entitled to receive an immediate single life annuity commencing on his Early Retirement Date equal to the Actuarial Equivalent of the Participant's Account Balance. A Participant may elect as of his Early Retirement Date to receive his benefit in the form of a lump sum, in accordance with the provisions of Section 5.02, provided he has terminated his employment on such date.

Each Participant who shall become entitled to a benefit pursuant to Section 4.04 must make application in writing to the Plan Administrator to receive such a benefit. The early retirement benefit shall become effective as of the date the application is approved by Plan Administrator or the date designated on the application, whichever is later.

4.06 Credit for Military Service - Effective as of December 12, 1994, notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance Code Section 414(u).

4.07 Maximum Annual Benefit -

- (a) General Rule - Except as otherwise provided, this Plan shall at all times comply with the provisions of Code Section 415 and the regulations thereunder, the terms of which are specifically incorporated herein by reference. If a benefit payable to a Participant under this Plan would otherwise exceed the limit under Code Section 415, the benefit will be reduced to the maximum permissible benefit
- (b) Effective Date – If there is more than one permissible effective date for any required change in the Code Section 415(b) provisions, then the change shall be effective as of the latest permissible effective date; however, any adjustment in the dollar limit under Code Section 415(b)(1)(A), whether required or permissible, shall take effect automatically as of the earliest permissible effective date. The “applicable mortality table” in Rev. Rul. 2001-62 became effective as

of December 21, 2002.

- (c) No Reduction in Accrued Benefits - Notwithstanding the above, no change in the limits under this Article shall reduce the Accrued Benefit of any Participant.
- (d) Multiple Plans — If a Participant also participates in one or more other plans that are required to be aggregated with this Plan for purposes of determining the limits under Code Section 415(b), and if the aggregated benefits would otherwise exceed the limit under Code Section 415(b), then benefits shall be reduced first under this Plan. [Historical Note: Code Section 415(e) applied for Limitation Years beginning prior to 2000.]
- (e) Mandatory Contributions - Participant Contributions are annual additions subject to the limit of Code Section 415(c), and any benefit attributable to Participant Contributions is not included in the benefit subject to the limits of Code Section 415(b). This subsection does not apply to contributions "picked-up" in accordance with Code Section 414(h)(2).
- (f) Permissive Service Credit - Effective as of January 1, 1998, if a Participant makes a purchase of permissive service credit (within the meaning of Code Section 415(n)) under the Plan, the benefit derived from the contributions made to purchase the service credit shall be treated as part of the benefit subject to the limitations under this section.

4.08 Retired Participants - Any Participant who shall have retired prior to the Restatement Date shall not have the benefit altered in any way by the provisions of this amended and restated Plan, except where otherwise expressly provided herein. Such retired Participants shall continue to have their benefits governed by the terms of the Plan in effect on the day preceding the Restatement Date. Any Participant who shall have terminated Employment and elected to receive a deferred vested benefit under Section 8.03 shall have such benefit determined based upon the provisions of the Plan in effect as of the date of such termination of Employment and shall not have the benefit altered by the provisions of this amended and restated Plan.

4.09 Limitation of Liability - Nothing contained herein shall obligate the Employer, the Plan Administrator, any fiduciary or any agent or representative of any of the foregoing, to provide any retirement or other benefit to any Participant or Beneficiary which cannot be provided from the assets available in the Pension Fund, whether such benefits are in pay status or otherwise payable under the terms of the Plan. The Council retains the right to amend or terminate this Plan consistent with applicable law at any time, with or without cause and whether or not such action directly or indirectly results in the suspension, reduction or termination of any benefit payable under the Plan or in pay status, and without liability to any person for any such action.

4.10 Personal Right of Participant - The right to receive any benefits under this Plan is a personal right of the Participant and shall expire upon the death of the Participant. No heir, legatee, devisee, Beneficiary, assignee or other person claiming by or through a Participant shall have any interest in any benefits hereunder unless clearly and expressly so provided by the terms of this Plan or the provisions of applicable law. A Participant's Election, failure to make an Election or revocation of an Election hereunder shall be final and binding on all persons

## ARTICLE V

### PAYMENT OF BENEFITS

5.01 Normal Form of Benefit Payment — The Normal Form for payment of retirement benefits shall be a monthly annuity for the life of the Participant.

5.02 Optional Forms of Benefit Payment — The automatic form of payment of retirement benefits shall be the Normal Form specified in Section 5.01 unless a Participant elects to receive benefits in some other form as provided herein. A Participant who retires under Section 4.02, 4.03, or 4.04 may elect, by giving written Notice to the Plan Administrator at least thirty (30) days prior to the date retirement benefits payments shall commence, to receive payment in one of the optional forms of payment, which shall be the Actuarial Equivalent of the Normal Form. The available optional forms of benefit payment shall be as follows:

(a) Life Annuity with Period Certain Option — In lieu of receiving a retirement benefit under the Normal Form, a Participant may elect to convert the benefit to this option which provides for a retirement benefit payable monthly to the Participant until the death of the Participant occurs or for a period certain, whichever is longer. The period certain which may be elected shall be sixty (60) months, one hundred twenty (120) months or one hundred eighty (180) months. If the Participant shall die before receiving payment of benefits at least equal to the period certain then the remainder of the period certain payments shall be paid as they become due to a designated Beneficiary. The total number of payments made to the Participant and Beneficiary shall equal to the number of period certain payments selected. If the Participant shall die after receiving payment of benefits equal to or greater than the period certain, there shall be no additional payments due hereunder after the Participant's death.

(b) Joint and Survivor Annuity Option — In lieu of receiving the retirement benefit under the Normal Form, a Participant may elect the Joint and Survivor Annuity, which provides for a retirement benefit payable to the retired Participant until death and for the continuation of benefit payments in an amount equal to fifty percent (50%), seventy-five percent (75%) or one hundred percent (100%) of the Participant's reduced pension benefit to a surviving spouse until the death of the surviving spouse shall occur.

If the death of the spouse occurs before the Participant's actual retirement date, any election of this option shall be deemed null and void and the retirement benefit shall be payable in the Normal Form, the same as if the Joint and Survivor Annuity option had not been elected. If the spouse predeceases the retired Participant after actual retirement, retirement benefit payments shall terminate upon the retired Participant's death.

(c) Lump Sum Payment Option - In lieu of receiving a retirement benefit under the Normal Form, a Participant may elect to receive a single lump sum payment equal to the vested portion of his Account Balance, and upon the death of the Participant there shall be no additional payments due or payable hereunder.

5.03 Commencement of Benefits — A Participant may elect to commence receiving distribution of retirement benefit payments as of his Early, Normal or Late Retirement Date. A Participant must complete an application for benefits in the manner prescribed by the Plan Administrator and deliver such application to the Plan Administrator at least thirty (30) days prior to the date

on which benefit payments shall commence. Notwithstanding anything contained herein to the contrary, no retirement benefit payments nor any other payments shall be due or payable on or before the date that is thirty (30) days after the date the Plan Administrator receives the application for benefits.

#### 5.04 Required Distributions

- (a) Notwithstanding any other provision of this Plan, the entire benefit of any Participant who becomes entitled to benefits prior to death shall be distributed either:
- (1) not later than the Required Beginning Date, or
  - (2) over a period beginning not later than the Required Beginning Date and extending over the life of such Participant or over the lives of such Participant and a designated Beneficiary (or over a period not extending beyond the life expectancy of such Participant, or the joint life expectancies of such Participant and a designated Beneficiary).

If a Participant who is entitled to benefits under this Plan dies prior to the date when the entire interest has been distributed after distribution of the benefits has begun in accordance with paragraph (2) above, the remaining portion of such benefit shall be distributed at least as rapidly as under the method of distribution being used under paragraph (2) as of the date of the death.

- (b) If a Participant who is entitled to benefits under this Plan dies before distribution of the benefit has begun, the entire interest of such Participant shall be distributed within five (5) years of the death of such Participant, unless the following sentence is applicable. If any portion of the Participant's interest is payable to (or for the benefit of) a designated Beneficiary, such portion shall be distributed over the life of such designated Beneficiary (or over a period not extending beyond the life expectancy of such Beneficiary), and such distributions begin not later than one (1) year after the date of the Participant's death or such later date as provided by regulations issued by the Secretary of the Treasury, then for purposes of the five- year rule set forth in the preceding sentence, the benefit payable to the Beneficiary shall be treated as distributed on the date on which such distributions begin. Provided, however, that notwithstanding the preceding sentence, if the designated Beneficiary is the surviving spouse of the Participant, then the date on which distributions are required to begin shall not be earlier than the date upon which the Participant would have attained age seventy and one-half ( $70\frac{1}{2}$ ) and, further provided, if the surviving spouse dies before the distributions to such spouse begin, this subparagraph shall be applied as if the surviving spouse were the Participant.

- (c) For purposes of this section, the following definitions and procedures shall apply:
- (1) "Required Beginning Date" shall mean April 1 of the calendar year following the later of the calendar year in which the Participant attains age seventy and one-half ( $70\frac{1}{2}$ ), or the calendar year in which the Participant retires.
  - (2) The phrase "designated Beneficiary" shall mean any individual designated

by the Participant under this Plan according to its rules.

- (3) Any amount paid to a child shall be treated as if it had been paid to the surviving spouse if such amount will become payable to the surviving spouse upon such child's reaching majority (or other designated event permitted under regulations issued by the Secretary of the Treasury).
- (4) For purposes of this section, the life expectancy of a Participant and/or the Participant's spouse shall be determined in accordance with the 1987 proposed regulations prior to January 1, 2003 and with the final regulations (§1.401(a)(9)-1 through §1.401(a)(9)-9) on or after January 1, 2003.

#### 5.05 Direct Rollovers

- (a) This Subsection 5.05(a) applies to distributions made on or after December 31, 2001. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any eligible rollover distribution that is at least \$200, or any portion of an eligible rollover distribution that is equal to at least \$500, paid directly to an eligible retirement plan specified by the distributee in a direct rollover.
- (b) This Subsection 5.05(b) shall apply to distributions made on or after January 1, 2006. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, if a distribution of a Participant's Account Balance in excess of one-thousand dollars (\$1,000) is to be made and the distributee does not elect to receive the distribution directly, the Plan Administrator shall transfer the Account Balance to an individual retirement plan of a designated trustee or issuer pursuant to Subsection 9.03(i). The Plan Administrator shall notify the distributee in writing, within a reasonable period of time and as otherwise prescribed by law, that the distribution may be transferred to another individual retirement plan.
- (c) For purposes of this section, the following definitions shall apply:
  - (1) "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); or the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

For purposes of the direct rollover provisions in this section of the Plan, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions that are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

- (2) "Eligible Retirement Plan" is a qualified trust described in Code Section 401(a), an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), an annuity contract described in Code Section 403(b), an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan.
- (3) "Distributee" includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), are distributees with regard to the interest of the spouse or former spouse.
- (4) "Direct Rollover" is a payment by the Plan to the eligible retirement plan specified by the distributee or the Plan Administrator, if the distributee does not make an election.

5.06 Small Amounts - In its sole discretion, the Employer may direct the Administrator to distribute the vested portion of the Account Balance of a Participant who is terminating his participation in the Plan in the form of a lump sum payment if the value of such benefit is \$5,000 or less. Any distribution made pursuant to this section shall be made within one year after a Participant terminates service with the Employer. If the actuarial present value of Participant's Accrued Benefit is over one-thousand dollars (\$1,000), the Plan Administrator shall distribute the payment pursuant to Subsection 5.05(b).

5.07 Assignment — To the maximum extent permitted by law, the pension benefit payments prescribed herein shall not be subject to attachment, execution, levy, garnishment or other legal process and shall be payable only to the Participant or designated Beneficiary and shall not be subject to assignment or transfer.

5.08 Non-duplication of Benefits - To avoid any duplication of benefits, if any Participant ceases to be employed for any reason and is re-employed, any benefit payments then being paid pursuant to the terms of this Plan shall be suspended and future retirement benefits shall be coordinated in such a manner as to preclude any duplication hereunder.

## ARTICLE VI

### DISABILITY RETIREMENT

- 6.01 Disability Retirement - A Participant who shall incur a Total and Permanent Disability before attaining Normal Retirement Age shall be entitled to a Disability Retirement Benefit as of the Disability Date.
- 6.02 Disability Retirement Benefit - A Participant who shall be entitled to a Disability Retirement Benefit under Section 6.01 shall receive a disability retirement benefit equal to the Actuarial Equivalent of the Participant's entire Account Balance as of his Disability Retirement Date . The Participant may elect to take his benefit in any form permitted under Section 5.02.
- 6.03 Cessation of Disability — If a Participant recovers from his Disability and returns to work, payment of his benefit shall cease, and he shall be entitled to an additional benefit when he again terminates employment. His Accrued Benefit shall be reduced by the Actuarial Equivalent of any Disability Benefits paid.
- 6.04 Verification of Disability - The Plan Administrator shall in its sole discretion determine whether a Participant shall have incurred a Total and Permanent Disability. The Plan Administrator shall rely on the report of a physician acceptable to the Plan Administrator.

## ARTICLE VII

### DEATH BENEFITS

- 7.01 Death of Participant -• Upon the occurrence of the death of a Participant, there shall be benefits payable in accordance with the following sections of this Article VII.
- 7.02 Pre-Retirement Death Benefit - If a Participant shall die prior to the date when payment of his vested benefit begins, the vested portion (determined in accordance with Section 8.03) of his Account Balance shall be payable to the Participant's Beneficiary in a lump-sum payment. If the Participant is an active employee of the Borough at his death, his Account Balance becomes 100% vested upon his death.
- 7.03 Post-Retirement Death Benefit - If a terminated Participant shall die after benefit payments have commenced, no death benefits shall be payable under this article, and the death benefit payable, if any, shall be limited to that which is specified pursuant to the form of benefit payment in force for the benefit of such person at the time of his death.

ARTICLE VIII

TERMINATION OF EMPLOYMENT

8.01 Rights of Terminated Employees - A Participant who shall cease to be an Employee except as otherwise hereinbefore provided shall have all interest and rights under this Plan limited to those contained in the following sections of this Article.

8.02 Refund of Accumulated Contributions - If a Participant whose employment with the Employer has been terminated for any reason other than death, Total and Permanent Disability or retirement prior to his Early Retirement Date, and he is neither eligible for a pension under the Plan, nor has he completed at least five (5) Years of Service, such Participant shall be entitled to receive a refund of his Accumulated Contributions to the Plan. Upon receipt of such Accumulated Contributions, said Participant and his or her Beneficiary shall not be entitled to any further payments from the Plan.

8.03 Vested Benefits - A Participant whose Employment shall terminate for any reason other than due to death or Total and Permanent Disability prior to attainment of Early or Normal Retirement Age shall be entitled to an immediate vested benefit or a deferred vested benefit which is the Actuarial Equivalent of the sum of: (a) his Employee Contributions Account, (b) his Past Service Account, and (c) his Vested Percentage multiplied by his Employer Contributions Account determined as of such date of termination and based upon the vesting schedule provided below:

Years of Service	Vested Percentage
0	0
5	50
6	60
7	70
8	80
9	90

All of an Employee's Years of Service with the Employer are counted to determine his Vested Percentage except Years of Service prior to age eighteen (18). A Participant shall always be one hundred percent (100%) vested in any portion of his Accrued Benefit attributable to Employee Contributions, whether mandatory or voluntary, or his Past Service Account.

8.04 Payment of Vested Benefits - Payment of vested benefits under Section 8.03 shall be in lieu of a refund of Accumulated Contributions under Section 8.02. Payments of a Participant's vested benefit shall be made by the Trustee, at the direction of the Administrator at the date which would have been such Participant's Normal Retirement Date had he continued his employment (or such earlier date as may be authorized by the Plan Administrator on a uniform and non-discriminatory basis with respect to all Plan Participants). Notwithstanding the preceding, a Participant with an entitlement to a vested benefit may elect to commence receiving such benefit as of the first day of the month following the month of his termination of employment. A Participant eligible to receive his Vested Benefit may be permitted to receive such benefit in any form of payment authorized for payment of retirement benefits under the provisions of Article V. The Plan Administrator shall, after consulting with the Participant, and subject to the provisions of Article V, determine the time and form

of any distribution of Vested Benefits hereunder in a non-discriminatory manner, and not contrary to any laws or regulations which may govern such distributions.

8.05 Application of Forfeitures -Amounts forfeited by any Participant may not be used to increase the benefits which other Participants would otherwise receive under the Plan; they shall be used only to reduce the Employer's contributions to the Plan.

## ARTICLE IX

### ADMINISTRATION

9.01 Plan Administrator - The Plan Administrator shall be the Committee or the individual appointed by the Council who shall have the power and authority to do all acts and to execute, acknowledge and deliver all instruments necessary to implement and effectuate the purpose of this Plan. The Plan Administrator may delegate authority to act on its behalf to any persons it deems appropriate. If a Plan Administrator is not appointed, the Borough Manager shall be the Plan Administrator.

9.02 Pension Plan Committee - If the Council shall appoint a Pension Plan Committee it shall be for the purpose of advising the Council regarding the administration of the Plan unless the Council shall delegate such authority as it shall deem appropriate to the Committee to permit the Committee to act as the Plan Administrator. The Committee shall consist of not more than three (3) members appointed by the Council. Each member of the Committee shall serve in that capacity until the earliest of resignation, death, removal or otherwise. Each member may be removed at any time, with or without cause, by the Council. Each member may resign by delivering written notice to the Council and other members of the Committee. Vacancies on the Committee shall be filled by the Council.

9.03 Authority and Duties of the Plan Administrator - The Plan Administrator shall have full power and authority to do whatever shall, in its judgment, be reasonably necessary for the proper administration and operation of the Plan. The interpretation or construction placed upon any term or provision of the Plan by the Plan Administrator or any action of the Plan Administrator taken in good faith shall, upon the Council's review and approval thereof, be formal and conclusive upon all parties hereto, whether Employees, Participants or other persons concerned. By way of specification and not limitation and except as specifically limited hereafter, the Plan Administrator is authorized:

- (a) to construe this Plan;
- (b) to determine all questions affecting the eligibility of any Employee to participate herein;
- (c) to compute the amount and source of any benefit payable hereunder to any Participant or Beneficiary;
- (d) to authorize any and all disbursements;
- (e) to prescribe any procedure to be followed by any Participant or other person in filing any application or Election;
- (f) to prepare and distribute, in such manner as may be required by law or as the Plan Administrator deems appropriate, information explain the Plan;
- (g) to require from the Employer or any Participant such information as shall be necessary for the proper administration of the Plan; and

- (h) to appoint and retain any individual to assist in the administration of the Plan, including such legal, clerical, accounting and actuarial services as may be required by any applicable law or laws; and
- (i) to select an individual retirement plan provider (either the state or a federally regulated financial institution ) and invest funds in connection with the rollover of mandatory distributions as described in Subsection 5.05(b).

The Plan Administrator shall have no power to add to, subtract from or modify the terms of the Plan or change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for benefits under the Plan. Further, the Plan Administrator shall have no power to adopt, amend, or terminate the Plan, to select or appoint any Trustee or to determine or require any contributions to the Plan, said powers being exclusively reserved to the Council.

9.04 Powers and Duties of Committee - The Committee may organize itself in any manner deemed appropriate to effectuate its purposes hereunder provided that it shall operate and act by a majority of its members at the time in office either by vote at a meeting or in writing without a meeting.

9.05 Plan Administrator Costs - The Plan Administrator shall serve without compensation for services unless otherwise agreed by the Council in writing. All reasonable expenses incident to the functioning of the Plan Administrator, including, but not limited to, fees of accountants, counsel, actuaries and other specialists, and other costs of administering the Plan, may be paid from the Pension Fund upon approval by the Council to the extent permitted under applicable law and not otherwise paid by the Employer.

9.06 Hold Harmless - No member of the Council or the Plan Administrator if the Plan Administrator is an employee of the Borough shall be liable to any person on account of any act or failure to act which is taken or omitted to be taken in good faith in performing his respective duties under the terms of this Plan. To the extent permitted by law, the Employer shall, and hereby does agree to, indemnify and hold harmless the Plan Administrator (if the Plan Administrator is an employee of the Borough) and each of any such individual's heirs, executors and administrators, and the delegates and appointees (other than any person, bank, firm or corporation which is independent of the Employer and which renders services to the Plan for a fee) from any and all liability and expenses, including counsel fees, reasonably incurred in any action, suit or proceeding to which he is or may be made a party by reason of being or having been a member, delegate or appointee of the Plan Administrator, except in matters involving criminal liability, intentional or willful misconduct. If the Employer purchases insurance to cover claims of a nature described above, then there shall be no right of indemnification except to the extent of any deductible amount under the insurance coverage or to the extent of the amount the claims exceed the insured amount.

9.07 Approval of Benefits - The Plan Administrator shall review and approve or deny any application for retirement benefits within thirty (30) days following receipt thereof or within such longer time as may be necessary under the circumstances. Any denial of an application for retirement benefits shall be in writing and shall specify the reason for such denial.

9.08 Appeal Procedure - Any person whose application for retirement benefits is denied, who questions the amount of benefit paid, who believes a benefit should have commenced

which did not so commence or who has some other claim arising under the Plan ("Claimant"), shall first seek a resolution of such claim under the procedure hereinafter set forth.

- (a) Any Claimant shall file a Notice of the claim with the Plan Administrator, which shall fully describe the nature of the claim. The Plan Administrator shall review the claim and make an initial determination approving or denying the claim.
- (b) If the claim is denied in whole or in part, the Plan Administrator shall, within ninety (90) days (or such other period as may be established by applicable law) from the time the application is received, mail Notice of such denial to the Claimant. Such ninety (90) day period may be extended by the Plan Administrator if special circumstances so require for up to ninety (90) additional days by the Plan Administrator's delivering Notice of such extension to the Claimant within the first ninety (90) day period. Any Notice hereunder shall be written in a manner calculated to be understood by the Claimant and, if a Notice of denial, shall set forth (i) the specific Plan provisions on which the denial is based, (ii) an explanation of additional material or information, if any, necessary to perfect such claim and a statement of why such material or information is necessary, and (iii) an explanation of the review procedure.
- (c) Upon receipt of Notice denying the claim, the Claimant shall have the right to request a full and fair review by the Council of the initial determination. Such request for review must be made by Notice to the Council within sixty (60) days of receipt of such Notice of denial. During such review, the Claimant or a duly authorized representative shall have the right to review any pertinent documents and to submit any issues or comments in writing. The Council shall, within sixty (60) days after receipt of the Notice requesting such review (or in special circumstances, such as where the Council in its sole discretion holds a hearing, within one hundred and twenty (120) days of receipt of such Notice), submit its decision in writing to the person or persons whose claim has been denied. The decision shall be final, conclusive and binding on all parties, shall be written in a manner calculated to be understood by the Claimant and shall contain specific references to the pertinent Plan provisions on which the decision is based.
- (d) Any Notice of a claim questioning the amount of a benefit in pay status shall be filed within ninety (90) days following the date of the first payment which would be adjusted if the claim is granted unless the Plan Administrator allows a later filing for good cause shown.
- (e) A Claimant who does not submit a Notice of a claim or a Notice requesting a review of denial of a claim within the time limitations specified above shall be deemed to have waived such claim or right to review.
- (f) Nothing contained herein is intended to abridge any right of a Claimant to appeal any final decision hereunder to a court of competent jurisdiction under 2 Pa. C.S.A. section 752. No decision hereunder is a final decision from which such an appeal may be taken until the entire appeal procedure of this section of the Plan has been exhausted.

## ARTICLE X

### THE PENSION FUND

10.01 Operation of the Pension Fund -, The Trustee is hereby authorized to hold and supervise the investment of the assets of the Pension Fund subject to the provisions of the laws of the Commonwealth and of this Plan and any amendment thereto.

The Pension Fund shall be used to pay benefits as provided in the Plan and, to the extent not paid directly by the Employer, to pay the expenses of administering the Plan pursuant to authorization by the Employer.

The Employer intends the Plan to be permanent and for the exclusive benefit of its Employees. It expects to make the contributions to the Pension Fund required under the Plan. The Employer shall not be liable in any manner for any insufficiency in the Pension Fund; benefits are payable only from the Pension Fund and only to the extent that there are monies available therein. The Pension Fund will consist of all funds held by the trustee under the Plan, including contributions made pursuant to the provisions hereof and -the investments, reinvestments and proceeds thereof. The Pension Fund shall be held, managed, and administered pursuant to the terms of the Plan. Except as otherwise expressly provided in the Plan, the Trustee has exclusive authority and discretion to manage and control the Pension Fund assets. However, the Employer may at its sole discretion, appoint a custodian or investment manager.

If all Plan assets are held in one or more custodial accounts or annuity contracts issued by an insurance company licensed to do business in Pennsylvania, then the Council does not need to appoint a Trustee, and plan assets shall be administered in accordance with the other provisions of this Plan and the terms of the agreement with the insurance company. If there is a separate trust document, then the terms of that document shall supersede the provisions of this Article X. If the Council fails to name a Trustee, the Borough shall be the Trustee.

10.02 Powers and Duties of Employer - With respect to the Pension Fund, the Trustee shall have the following powers, rights and duties, in addition to those vested in it elsewhere in the Plan or by law, unless such duties are delegated.

- (a) To retain in cash so much of the Pension Fund as it deems advisable and to deposit any cash so retained in any bank or similar financial institution (including any such institution which may be appointed to serve as trustee hereunder), without liability for interest thereon.
- (c) To sell property held in the fund at either public or private sale for cash or on credit at such times as it may deem appropriate; to exchange such property; to grant options for the purchase or exchange thereof.
- (d) To consent to and participate in any plan of reorganization, consolidation, merger, extension or other similar plan affecting property held in the fund; to consent to any contract, lease, mortgage, purchase, sale or other action by any corporation pursuant to any such plan.

- (e) To exercise all conversion and subscription rights pertaining to property held in the fund.
- (f) To exercise all voting rights with respect to property held in the fund and in connection therewith to grant proxies, discretionary or otherwise.
- (g) To place money at any time in a deposit bank deemed to be appropriate for the purposes of this Plan no matter where situated, including in those cases where a bank has been appointed to serve as trustee hereunder, the savings department of its own commercial bank.
- (h) In addition to the foregoing powers, the Trustee shall also have all of the powers, rights, and privileges conferred upon trustees by the Pennsylvania Fiduciaries Investment Act, or as the same may be subsequently modified or amended, and the power to do all acts, take all proceedings and execute all rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to administer the Pension Fund.
- (i) To maintain and invest the assets of this Plan on a collective and commingled basis with the assets of other pension plans maintained by the Employer, provided that the assets of each respective plan shall be accounted for and administered separately.
- (j) To invest the assets of the Pension Fund in any collective commingled trust fund maintained by a bank or trust company, including any bank or trust company which may act as a trustee hereunder. In this connection, the commingling of the assets of this Plan with assets of other eligible, participating plans through such a medium is hereby specifically authorized. Any assets of the Plan which may be so added to such collective trusts shall be subject to all of the provisions of the applicable declaration of trust, as amended from time to time, which declaration, if required by its terms or by applicable law, is hereby adopted as part of the Plan, to the extent of the participation in such collective or commingled trust fund by the Plan.
- (k) To make any payment or distribution required or advisable to carry out the provisions of the Plan, provided that a trustee shall make such distribution only at the direction of the Employer.
- (l) To compromise, contest, arbitrate, enforce or abandon claims and demands with respect to the Plan.
- (m) To retain any funds or property subject to any dispute without liability for the payment of interest thereon, and to decline to make payment or delivery thereof until final adjudication is made by a court of competent jurisdiction.
- (n) To pay, and to deduct from and charge against the Pension Fund, any taxes which may be imposed thereon, whether with respect to the income, property or transfer thereof, or upon or with respect to the interest of any person therein, which the Fund is required to pay; to contest, in its discretion, the validity or amount of any tax, assessment, claim or demand which may be levied or made against or in respect of the Pension Fund, the income, property or transfer thereof, or in any matter or thing connected therewith.
- (o) To appoint any persons or firms (including but not limited to, accountants, investment advisors, counsel, actuaries, physicians, appraisers, consultants, professional plan administrators and other specialists), or otherwise act to secure specialized advice or assistance, as it deems necessary or desirable in connection with the management of the Fund; to the extent not prohibited by applicable law, the Employer shall be entitled to rely conclusively upon and

shall be fully protected in any action or omission taken by it in good faith reliance upon, the advice or opinion of such persons or firms, provided such persons or firms were prudently chosen by the Employer, taking into account the interests of the Participants and Beneficiaries and with due regard to the ability of the persons or firms to perform their assigned functions.

(p) To retain the services of one or more persons or firms for the management of (including the power to acquire and dispose of) all or any part of the Fund assets, provided that each of such persons or firms is registered as an investment advisor under the Investment Advisors Act of 1940, is a bank (as defined in that act), or is an insurance company qualified to manage, acquire or dispose of pension trust assets under the laws of more than one state; in such event, the Employer shall follow the directions of such Investment Manager or Managers with respect to the acquisition and disposition of fund assets, but shall not be liable for the acts or omissions of such Investment Manager or Managers, nor shall it be under any obligation to review or otherwise manage any Fund assets which are subject to the management of such Investment Manager or Managers. If the Employer appoints a trustee, the trustee shall not be permitted to retain such an Investment Manager except with the express written consent of the Employer.

- 10.03 Common Investments - The Employer shall not be required to make separate investments for individual Participants or to maintain separate investments for each Participant's account, but may invest contributions and any profits or gains therefrom in common investments.
- 10.04 Compensation and Expenses of Appointed Trustee - If a trustee is appointed, the trustee shall be entitled to such reasonable compensation as shall from time to time be agreed upon by the Employer and the trustee, unless such compensation is prohibited by law. Such compensation, and all expenses reasonably incurred by the trustee in carrying out its functions, shall constitute a charge upon the Employer or the Pension Fund, which may be executed at any time after thirty (30) days written notice to the Employer. The Employer shall be under no obligation to pay such costs and expenses, and, in the event of its failure to do so, the trustee shall be entitled to pay the same, or to be reimbursed for the payment thereof, from the Pension Fund.
- 10.05 Periodic Accounting - If a trustee is appointed, the Pension Fund shall be evaluated annually, or at more frequent intervals, by the trustee and a written accounting rendered as of each fiscal year end of the Fund, and as of the effective date of any removal or resignation of the trustee, and such additional dates as requested by the Employer, showing the condition of the Fund and all receipts, disbursements and other transactions effected by the trustee during the period covered by the accounting, based on fair market values prevailing as of such date.
- 10.06 Value of the Pension Fund - All determinations as to the value of the assets of the Pension Fund, and as to the amount of the liabilities thereof, shall be made by the Employer or its appointed trustee, whose decisions shall be final and conclusive and binding on all parties hereto, the Participants and Beneficiaries and their estates. In making any such determination, the Employer or trustee shall be entitled to seek and rely upon the opinion of or any information furnished by brokers, appraisers and other experts, and shall also be entitled to rely upon reports as to sales and quotations, both on security exchanges and otherwise as contained in newspapers and in financial publications.

## ARTICLE XI

### AMENDMENT AND TERMINATION

11.01 Amendment of the Plan - The Employer may amend this Plan at any time or from time to time by an instrument in writing executed in the name of the Employer under its municipal seal by officers duly authorized to execute such instrument and delivered to the Council provided, however:

- (a) that no amendment shall deprive any Participant or any Beneficiary of a deceased Participant of any of the benefits to which each is entitled under this Plan with respect to contributions previously made;
- (b) that no amendment shall provide for the use of funds or assets held under this Plan other than for the benefit of Employees, and no funds contributed to this Plan or assets of this Plan shall, except as provided in section 11.05, ever revert to or be used or enjoyed by the Employer; and
- (c) that no amendment to the Plan which provides for a benefit modification shall be made unless the cost estimate described in section 12.03 has been prepared and presented to the Council in accordance with the Act.

11.02 Termination of the Plan - The Employer shall have the power to terminate this Plan in its entirety at any time by an instrument in writing executed in the name of the Employer.

11.03 Automatic Termination of Contributions - Subject to the provisions of the Act governing financially distressed municipalities, the liability of the Employer to make contributions to the Pension Fund shall automatically terminate upon liquidation or dissolution of the Employer, upon its adjudication as a bankrupt or upon the making of a general assignment for the benefit of its creditors.

11.04 Distribution Upon Termination - In the event of the termination of the Plan (or complete discontinuance of contributions within the meaning of pre-ERISA Code Section 401(a)(7)), all amounts of benefits accrued by the affected Participants as of the date of such termination, to the extent funded on such date, shall be nonforfeitable hereunder. In the event of termination of the Plan, the Employer shall direct the Plan Administrator to distribute to each Participant an amount equal to his vested Account Balance.

If there are insufficient assets in the Pension Fund to provide for all vested Account Balances as of the date of Plan termination, priority shall first be given to the distribution of any amounts attributable to mandatory or voluntary Employee contributions before assets are applied to the distribution of any vested benefits attributable to other sources hereunder. All other assets attributable to the terminated Plan shall be distributed and disposed of in accordance with the provisions of applicable law and the terms of any instrument adopted by the Employer which effects such termination.

11.05 Residual Assets - If all liabilities to vested Participants and any others entitled to receive a benefit under the terms of the Plan have been satisfied and there remain any residual assets in the Pension Fund, such residual assets remaining shall be returned to the Employer insofar as such return does not contravene any provision of law, and any

remaining balance, in excess of Employer contributions, shall be returned to the Commonwealth.

11.06 Exclusive Benefit Rule - In the event of the discontinuance and termination of the Plan as provided herein, the Employer shall dispose of the Pension Fund in accordance with the terms of the Plan and applicable law; at no time prior to the satisfaction of all liabilities under the Plan shall any part of the corpus or income of the Pension Fund, after deducting any administrative or other expenses properly chargeable to the Pension Fund, be used for or diverted to purposes other than for the exclusive benefit of the Participants in the Plan, their Beneficiaries or their estates.

## ARTICLE XII

### FUNDING STANDARD REQUIREMENTS

12.01 Actuarial Valuations - The Plan's Actuary shall perform an actuarial valuation at least biennially unless the Employer is applying or has applied for supplemental state assistance pursuant to section 603 of the Act, whereupon actuarial valuation reports shall be made annually.

Such biennial actuarial valuation report shall be made as of the beginning of each Plan Year occurring in an odd-numbered calendar year, beginning with the year 1985.

Such actuarial valuation shall be prepared and certified by an approved Actuary, as such term is defined in the Act.

The expenses attributable to the preparation of any actuarial valuation report or investigation required by the Act or any other expense which is permissible under the terms of the Act and which are directly associated with administering the Plan shall be an allowable administrative expense payable from the assets of the Pension Fund. Such allowable expenses shall include but not be limited to the following:

- (a) investment costs associated with obtaining authorized investments and investment management fees;
- (b) accounting expenses;
- (c) premiums for insurance coverage on Fund assets;
- (d) reasonable and necessary counsel fees incurred for advice or to defend the Fund; and
- (e) legitimate travel and education expenses for Plan officials; provided, however, that the municipal officials of the Employer, in their fiduciary role, shall monitor the services provided to the Plan to ensure that the expenses are necessary, reasonable and benefit the Plan; and further provided, that the Plan Administrator shall document all such expenses item by item, and where necessary, hour by hour.

12.02 Duties of Chief Administrative Officer - Such actuarial reports shall be prepared and filed under the supervision of the Chief Administrative Officer.

The Chief Administrative Officer of the Plan shall determine the financial requirements of the Plan on the basis of the most recent actuarial report and shall determine the Minimum Municipal Obligation of the Employer with respect to funding the Plan for any given Plan Year. The Chief Administrative Officer shall submit the financial requirements of the Plan and the Minimum Municipal Obligation of the Employer to the Council annually and shall certify the accuracy of such calculations and their conformance with the Act.

12.03 Benefit Plan Modifications - Prior to the adoption of any benefit plan modification by the Employer, the Chief Administrative Officer of the Plan shall provide to the Council a cost estimate of the proposed benefit plan modification. Such estimate shall be prepared by an approved Actuary, which estimate shall disclose to the Council the impact of the proposed benefit plan modification on the future financial requirements of the Plan and the future Minimum Municipal Obligation of the Employer with respect to the Plan.

## ARTICLE XIII

### MISCELLANEOUS PROVISIONS

- 13.01 Employment Rights - No Employee of the Employer nor anyone else shall have any rights whatsoever against the Employer or the Plan Administrator as a result of this Plan except those expressly granted hereunder. Participation in this Plan shall not give any right to any Employee to be retained in the employ of the Employer, nor shall interfere with the right of the Employer to discharge any Employee and to deal with such Employee without regard to the effect such treatment might have upon participation in this Plan.
- 13.02 Meaning of Certain Words - For purposes of this Plan, the masculine gender shall include the feminine gender, and the singular shall include the plural, and vice versa, in all cases wherever the person or context shall plainly so require. Headings of Articles and Sections are inserted only for convenience of reference and are not to be considered in the construction of the Plan.
- 13.03 Information to Be Furnished By the Employer - The Employer shall furnish to the Plan Administrator (and where applicable, the trustee) information in the Employer's possession as the Plan Administrator and the trustee shall require from time to time to perform their duties under the Plan.
- 13.04 Severability of Provisions - Should any provisions of this Plan be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of this Plan, and the Plan shall be construed and enforced as if said illegal and invalid provisions had never been inserted herein.
- 13.05 Incapacity of Participant - If any Participant shall be physically or mentally incapable of receiving or acknowledging receipt of any payment of pension benefits hereunder, the Plan Administrator, upon the receipt of satisfactory evidence that such Participant is so incapacitated and that another person or institution is maintaining the Participant and that no guardian or committee has been appointed for the Participant, may provide for such payment of pension benefits hereunder to such person or institution so maintaining the Participant, and any such payments so made shall be deemed for every purpose to have been made to such Participant.
- 13.06 Pension Fund for Sole Benefit of Participants - The income and principal of the Pension Fund are for the sole use and benefit of the Participants covered hereunder, and to the extent permitted by law, shall be free, clear and discharged from and are not to be in any way liable for debts, contracts or agreements, now contracted or which may hereafter be contracted, and from all claims and liabilities now or hereafter incurred by any Participant or Beneficiary. Nevertheless, all rights and benefits, including elections, provided to a Participant shall be subject to the rights afforded to any "alternate payee" under a "qualified domestic relations order" within the meaning of Code Section 414(p)(11).
- 13.07 Benefits for a Deceased Participant - If any benefit shall be payable under the Plan to or on behalf of a Participant who has died, if the Plan provides that the payment of such benefits shall be made to the Participant's estate, and if no administration of such Participant's estate is pending in the court of proper jurisdiction, then the Plan Administrator, at its sole option, may pay such benefits to the surviving spouse of such deceased Participant, or, if there is no surviving spouse, to such Participant's then living

issue, per stirpes; provided, however, that nothing contained herein shall prevent the Plan Administrator from insisting upon the commencement of estate administration proceedings and the delivery of any such benefits to a duly appointed executor or administrator.

13.08 Assets of the Fund - Nothing contained herein shall be deemed to give any Participant or Beneficiary any interest in any specific property of the Pension Fund or any right except to receive such distributions as are expressly provided for under the Plan.

13.09 Personal Liability - Subject to the provisions of the Act and unless otherwise specifically required by other applicable laws, no past, present or future officer or agent of the Employer or Plan Administrator shall be personally liable to any Participant, Beneficiary or other person under any provision of the Plan.

13.10 Construction of Document - This Plan may be executed and/or conformed in any number of counterparts, each of which shall be deemed an original and shall be construed and enforced according to the laws of the Commonwealth, excepting such Commonwealth's choice of law rules.

ORDAINED AND ENACTED this 21<sup>st</sup> day of February, A.D., 2006

ATTEST:

**BOROUGH OF BRENTWOOD**

Dawn Lane

Edward F. Hauey  
President of Council

EXAMINED AND APPROVED this 21<sup>st</sup> day of February, A.D., 2006

ATTEST:

**BOROUGH OF BRENTWOOD**

Dawn Lane

Kenneth E. Johnson  
Mayor

DULY RECORDED in Ordinance Book Volume \_\_\_\_\_, page \_\_\_\_\_, this 21<sup>st</sup> day of  
February, A.D., 2006

