

AGREEMENT

Between

THE BOROUGH OF BUTLER


and

THE BUTLER POLICE ASSOCIATION

Effective January 1, 1990 through December 31, 1991

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Preamble -----	1
I	Recognition -----	2
II	Management Rights -----	3
III	Rules and Regulations -----	8
IV	No Strike, No Lockout -----	15
V	Discrimination -----	16
VI	Seniority -----	17
VII	Death in the Family -----	19
VIII	Holidays -----	20
IX	Vacations -----	23
X	Sick Leave -----	26
XI	Longevity -----	30
XII	Hours at Work -----	32
XIII	Overtime -----	33
XIV	Wages -----	36
XV	Grievance Procedure -----	37
XVI	Uniforms and Uniform Allowance -----	42
XVII	Miscellaneous -----	44
XVIII	Insurance -----	47
XIX	Savings Clause -----	49
XX	Duration -----	50
XXI	Bulletin Board -----	51
XXII	Safety -----	52
XXIII	Hours of Work, Detective Bureau -----	54
XXIV	K-9 Unit -----	55
XXV	Retirement Benefit -----	56
XXVI	Term and Renewal -----	57
XXVII	Signature Page -----	58
XXIX	Appendix A - Salary Scale -----	59

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PREAMBLE

THIS AGREEMENT made this day of ,
by and between the BOROUGH OF BUTLER, a Municipal
corporation of the State of New Jersey, hereinafter referred to
as the "Employer" and the BUTLER POLICE ASSOCIATION,
hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, pursuant to and in accordance with the terms
and spirit of Chapter 303 of Public Laws of 1968, as amended;
the Employer and Association have met and negotiated the terms
and conditions of the employment of the Police Officers
relative to rates of pay, hours of work and other conditions of
employment consistent with the law, and

WHEREAS, both the Employer and the Association
believe in the soundness of the principle of collective
negotiations; and

WHEREAS, these negotiations have resulted in an
agreement respecting the terms and conditions of employment;

NOW, THEREFORE, in consideration of the mutual
promises and covenants herein contained, it is mutually agreed
by and between the parties as follows:

ARTICLE I

RECOGNITION

A consent election was held on March 6, 1972, pursuant to the Act, and the Employer agrees to continue to recognize and deal with the Association through its respective designated Officers as the exclusive representative of all Police Officers in the Borough of Butler excepting the Police Chief, Captain, Lieutenant, Special School Guards, if any, Special Officers and clerical employees.

It is intended that this Agreement shall cover all matters pertaining to employment, wages, hours, and working conditions concerning the Butler Police Association in the performance of the statutory duties of the Police Department.

ARTICLE II

MANAGEMENT RIGHTS

Section 1.

It is understood and agreed that the Employer possess the sole and exclusive right to conduct the business of the Borough, and, except as modified by this Agreement, to manage and direct the affairs of the Police Department, and to fulfill its lawful obligation.

Section 2.

It is further understood and agreed that all rights of management are retained by the Employer, and except as modified by this Agreement these rights shall include, but not by way of limitation, the right to:

- A. Select and direct the Employee
- B. Hire, promote, transfer and assign
- C. Suspend, demote, discharge or take other disciplinary action for just and good cause.
- D. Establish manpower requirements.
- E. Relieve Employees from duty because of lack of work for

other legitimate reasons.

- F. Determine the work to be performed within the unit of Employees covered by this Agreement.

Section 3.

As your Employer, the Borough of Butler accepts definite responsibilities to you and your fellow Employees. We want you to:

- A. Have the security of a good job at a fair pay.
- B. Work in a pleasant, friendly atmosphere where you receive intelligent supervision and fair treatment.
- C. Work under conditions and surroundings which are clean, comfortable and safe; and
- D. Enjoy a measure of freedom from worry by a good plan of benefits for health, life insurance and retirement benefits.

Section 4.

Your past service history, performance review and your ability to meet the qualifications of a higher position through competitive examinations, when necessary, all determine

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your eligibility for promotion. As a matter of policy, the Borough fills vacancies from within when permissible to reward you, its Employees, and to draw on your background and experience.

If you are promoted, you will receive a salary increase for the position you now hold. However, a probationary period of ninety (90) days will be required, during which your performance will be reviewed. If you prove yourself and meet the challenge of the new position, you will be permanently appointed to that position. If by chance your performance is unsatisfactory you will be returned to your former position or one of equal rank. In this instance, your salary will be appropriately adjusted.

It must be noted that the probationary period starts after your actual appointment and completion of all necessary procedures. At times, it may be necessary to postpone the commencement of this period until all the necessary details have been completed, even though you are already working in the position. In such instances, you will be notified of the actual start of your working test period.

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Section 5.

Employees must be willing to make certain contributions to the Borough as follows:

- (A) They must realize that they are representatives of the Borough at all times, and their conduct should always reflect credit on themselves and the Borough, since the reputation of the Borough grows through the good impressions they leave on both friends and strangers.
- (B) They are expected to work diligently, with a sense of responsibility, cooperation and loyalty, because as individuals, they contribute to the Borough's continuing success in fulfilling the needs of its citizens and their own success.
- (C) Employees may not accept any gifts from vendors or suppliers; that is, from firms or persons who sell supplies or services to the Borough of Butler.
- (D) Personal mail should be sent to you at your home address to assure the most

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efficient use of our mail handling facilities. The same general rule would apply to the use of telephones, unless there is an urgent need. If an emergency necessitates a toll call, your Department Head should be told so that the charges can be recorded.

(E) Personal visitors are discouraged completely, as their presence disrupts the work of those around you. Such visits must be cleared by the Department Head.

(F) A second job is defined as any work performed for an Employer other than the Borough of Butler and on a regular basis on either a full or part-time schedule. Employees employed in a second job must report this to the Mayor and Council and, must be available to respond to emergency situations as deemed necessary by the Department Head.

By meeting these few obligations Employees help build a finer future for themselves and the Borough.

ARTICLE III

RULES AND REGULATIONS

Section 1.

The present rules and regulations pertaining to the operations of the Police Department and maintenance of discipline will remain in effect. The Employer may modify such existing rules and may establish and enforce new rules and regulations, not inconsistent with the terms of this Agreement, in connection with the operation of the Police Department and maintenance of discipline. Any new rules or modifications or new regulations shall be discussed between the Union and the Employer within a fourteen (14) day period after notification to the Union and prior to implementation, if such discussion is requested by either party. After such discussion or the expiration of the fourteen (14) day limit, whichever occurs first, the Employer may immediately implement a new rule or regulation.

Emergency Rules and Regulations may be implemented immediately.

Section 2.

It is understood that Employees shall comply with all rules and regulations. Employees shall promptly and

efficiently execute the instruction and orders of the Head of the Police Department or his designated representative; it being understood that Employees shall retain all rights under the Grievance Procedure with respect to the Articles of this Agreement.

Section 3.

In the event that an Employee or Employees refuse to comply with a rule or regulation or refuse to execute promptly and efficiently an instruction or order of the head of the Police Department or his designated representative, the Employer shall have the right, at its option, to suspend or discharge the offending Employee or Employees.

Section 4.

For your information and clarification, the following brief definitions as to various classifications are presented:

- (A) Probationary Employees: Every new Employee, except a "temporary" one is placed on probationary status for a period of three (3) months. During this period, the Employee is on a trial basis and must show he can do the job. At the end of this time, he will either be appointed to permanent status or be deemed unsatisfactory by the Department

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Head. All cases will be reviewed by the Mayor and Council.

- (B) Permanent Employees: Employees who have acquired Civil Service permanent status in their positions after successful completion of a probationary period and appointment by the Mayor and Council.
- (C) Temporary Employees: Are those who are hired for a period not to exceed four (4) months for reasons of emergency or seasonal needs. Temporary Employees may, at times, be appointed to permanent status as situations warrant.
- (D) Part-time Employees: Employees whose regular hours of duty are less than the regular and normal work week for their position.

Section 5.

If you should decide to resign, at least two (2) weeks notice should be given to your Department Head. You will receive your pay for all hours you have worked plus any vacation pay you are entitled to which you have not used.

An Employee who resigns in good standing will always be considered for re-employment at a later date.

Every help that can be provided is given to our Employees to retain and advance them. However, if you violate the rules and regulations, or your employment record has proven

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unsatisfactory, you may be terminated. Again, this is a last resort and careful consideration is always given by the Mayor and Council prior to any decisions being made to ensure that your rights have not been violated.

Section 6.

In valid circumstances, a request for a leave of absence without pay may be granted by the Mayor and Council for a period not to exceed one (1) year.

If you require a leave of absence, consult your Department Head who will assist you in the necessary procedures to request the leave.

When you are on an approved leave of absence, you will be reinstated without loss of status or seniority.

Section 7.

First Aid: Every on-the-job accident must be reported to the Department Head who will then take the necessary action. A Doctor or nurse, whichever is needed, will be summoned in all cases requiring medical attention. Similar assistance will be provided in cases of unexpected illness.

Fire: In case of fire, the entire building is to be evacuated as quickly and as orderly as possible.

Section 8.

All of us are judged by the impression we individually make on our members, participants and visitors, whatever your jobs and locations. An atmosphere that is businesslike, attractive and pleasant is conducive to good relations with each other and to members and the public.

Section 9.

An Employee who serves on a duly constituted jury or as a panel member in the formation of such jury will be paid his regular salary during such service and sign over to the Borough any compensation received for said jury duty, excluding travel expenses.

Section 10.

If you find personal property, money or an article containing money, take it to the Police Offices.

Section 11.

It is necessary that personnel records be kept up-to-date continuously. You are asked to notify your Department Head if there is a change that would affect your status with respect to insurance, taxes, military service and like matters, including change of name, marital status, the number of your dependents, your address or telephone number.

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Section 12.

Permanent and regular part-time Employees are accorded recognition for continuous service with a pin which is awarded at each five (5) year interval during an individual's period of employment.

Section 13.

Your ideas and suggestions will be welcome at Butler. In the course of your duties you may observe areas that offer opportunities for improved procedures, methods, safety and welfare and more effective operations. You can assure the maximum benefit from your ideas and suggestions by talking them over with your immediate superior or Department Head.

Section 14.

Everybody who works is constantly being asked "to give" to the point where it becomes distasteful. Because constant solicitation affects the Employees' morale, as well as taking time from their work, solicitations of any nature must be approved by the Department Head.

Section 15.

The Borough will accept, and will honor, wage assignments, garnishments on wages, or any other proper order from a creditor to pay out an Employee's wages. The Employee

should make immediate, satisfactory arrangements with the creditor and secure a release for the Borough as soon as possible.

Section 16.

The employer agrees to recognize the Butler Police Association's exclusive right to a dues check-off system within the unit of employees covered by this agreement in accordance with P.L. 1974, Chapter 477, approved February 27, 1980.

The BPA will supply the certified amount of deduction to be made by the employer.

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ARTICLE IV

NO STRIKE - NO LOCKOUT

Section 1.

It is recognized that the need for continued and uninterrupted operation of the Borough's Police Department and other agencies is of paramount importance to the citizens of the community and that there shall be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of any grievances arising out of this Agreement, the parties hereto agree that there will not be and the Union, its Officers, members, agents, or principals will not engage in, encourage, sanction or suggest; strikes, slow-downs, job actions, mass resignations, mass absenteeism or interference with normal work performance.

Section 2.

The Employer shall have the right to discipline or discharge for good and just cause, any Employee proved to be participating in any prohibited activity set forth in Section I of this Agreement.

ARTICLE V

DISCRIMINATION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the Association because of membership or activity in the Association; the Association or any of its agents shall not intimidate or coerce Employees into membership, neither the Employer nor the Association shall discriminate against any Employee because of race, creed, color, age, sex, or national origin.

ARTICLE VI

SENIORITY

Section 1.

For the purposes of layoff for lack of work or other legitimate reason, recall from layoff and vacation selection seniority shall govern:

- (A) First by job classification and
then,
- (B) By Department.

Section 2.

In the event of layoff, strict seniority within Police Officer's job classification shall be followed. In the event a Police Officer's seniority allows him to bump a less senior Officer in a lower classification, he shall be permitted to do so, as shall each Officer so affected, so that the least senior Department member shall be laid off first.

Section 3.

Recall rights shall be as follows:

- (A) Recall rights shall exist for the duration of this contract.
- (B) Recall shall be in reverse order of

layoff.

- (C) The Employer shall notify the Employee on layoff in the event of job opening. Notification shall be in writing, mailed certified to the last address of record for such Employee, it being the responsibility of all Employees to keep the Employer advised of his current address.
- (D) The Employer shall not hire new Employees while there are Employees on layoff with unexpired recall rights.
- (E) Employees shall lose seniority rights (including recall rights) in the event of either:
 - 1. Failure to respond to Employer within three (3) working days of certified mailing notice of job opening advising of intent to resume work with the Borough.
 - 2. Failure to report to work at the Borough within one (1) week after the mailing of notice of job opening.

The Employer, at its sole discretion, may extend these time limits for good cause shown.

ARTICLE VII

DEATH IN THE FAMILY

Section 1.

Every Employee covered by this Agreement may if he desires, be granted three (3) days leave with pay as needed in accordance with his work schedule upon the death of said Employee's spouse, father, mother, sister, brother, children, parents-in-law, grandparents and blood relatives living in the Employee's household. Such leave, as needed, shall be from the date of death to and including the date of burial.

Section 2.

Every Employee covered by this Agreement shall be granted one (1) day leave with pay as needed in accordance with his work schedule to attend the funeral upon the death of brother-in-law, sister-in-law, aunts and uncles.

Section 3.

In unusual circumstances, with good cause shown, the time off provided hereunder may be extended as needed upon approval by the Employer.

ARTICLE VIII

HOLIDAYS AND PERSONAL DAYS

Section 1.

There shall be fifteen (15) recognized holidays set forth as follows:

Day Before New Year's Day
New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Fourth of July

General Election Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day
Employee's Birthday or Day
Close to Birthday
One "Floating" Holiday

Labor Day
Veteran's Day

In addition, the sum of Twenty-Five (\$25.00) Dollars will be paid, in addition to regular salary for Easter when worked.

Section 2.

If an Officer is required to work on a holiday he shall have the following options:

- (A) He may elect to be paid for the holiday worked, in which event, he shall receive one and one-half (1½) times his regular hourly rate for eight (8) hours as holiday pay in addition to his regular salary for the day of work.
- (B) He may elect to accumulate his holiday

pay in which event he shall have the following options:

1. To take a compensatory day off at straight time, the scheduling of which shall be subject to approval by the Chief or his duly designated representative and shall not interfere with the efficient operation of the Department or necessitate mandatory overtime.
2. To request payment in money for the holiday at the end of the year at the rate of one and one-half (1½) times his regular hourly rate for eight (8) hours.

Section 3.

If an Officer is not required to work on a holiday he shall have the following options:

- (A) He may elect to take a compensatory day off at straight time, the scheduling of which shall be subject to approval by the Chief or his duly designated representative and shall not interfere with the efficient operation of the Department.
- (B) He may elect to request payment in money for the holiday at the end of the year at the rate of one and one-half (1½) times his regular hourly rate for eight (8) hours, said payment to be made on or before the first day of December of each

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year.

Section 4.

There shall be no carry-over from one calendar year to the next of accumulated holidays.

Section 5.

If the holiday falls on Saturday, it will be celebrated on the preceding Friday; and if it falls on Sunday, it will be observed on Monday. An Employee must be actively at work on his scheduled day before and following the holiday to receive holiday pay or time off in lieu thereof, unless absent on authorized or approved leave or scheduled as off-duty.

Section 6.

Effective January 1, 1980, Police Officers shall retain their election for taking either another day off or compensation at the rate of time and one-half (1½). However, said payment shall not exceed the time and one-half (1½) rate of the current year which the holidays fall under.

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ARTICLE IX

VACATIONS

Section 1.

Vacation eligibility:

- (A) One (1) day per month during the first calendar year of employment.
- (B) Twelve (12) days per year through ten (10) complete years of employment.
- (C) Fifteen (15) days per year from the start of the eleventh (11th) year through twenty (20) complete years of service.
- (D) Twenty (20) days per year from the start of the twenty-first (21st) year of service and thereafter.

Section 2.

Vacations must be taken during the current calendar year unless the Department Head determines that it cannot be taken because of the pressure of work, in which case, unused vacations shall be granted during the next succeeding calendar year only. There shall be no payment for accumulated vacation time, except in case of separation from employment as hereinafter provided.

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Section 3.

An Employee who resigns, retires or otherwise separates from employment with the Borough in good standing, shall be entitled to vacation allowance for the current year on a pro-rated basis of one-twelfth (1/12) of his vacation entitlement for each month worked as of the date his separation becomes effective, in addition to any unused vacation due from the previous year. Payment for unused vacation from prior year shall be based on salary earned in a prior year.

If an Employee leaves the Borough's employ for any reason before the end of the calendar year after having taken his vacation allowance for the year, he will be charged with the unearned part of his vacation which shall be deducted from his final paycheck.

Section 4.

It shall be the responsibility of the Employer to determine the scheduling of an Employee's vacation consistent with the needs of the Department. "All requests for vacation should be submitted by December 15th to the Chief of Police.

Failure by any Employee to timely submit his vacation preference shall result in the Employee being assigned vacation time during open time periods." The Employer agrees to give reasonable consideration to an Employee's choice of dates. When conflicts in choice of dates does occur, preference will be governed by seniority insofar as effective staffing requirements permit, and that this said term of vacation be his first choice of the current year or his second time for vacation in the same year.

Section 5.

If an Employee becomes sick during his vacation, he may notify the Department Head of the situation and have his time off charged to sick leave and his vacation balance will not be deducted. The requirements set forth in Article X, Section 4 and Section 5 will then apply.

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ARTICLE X

SICK LEAVE

Section 1.

Sick leave is the absence of any Employee from work because of illness, accident, exposure to contagious disease or attendance, for a short period of time, upon a member of the Employee's immediate family, seriously ill and requiring care or attendance of such Employee. A certificate of a reputable physician in attendance may be required after being off for a minimum of three (3) consecutive work days as sufficient proof for the need of leave or leaves of absence of the Employee or the need of the Employee's attendance of said member of his family.

Section 2.

If an Employee is absent for reasons that entitle him to sick leave, he shall promptly notify the Department Head or his designated representative. Absences without notice for five (5) consecutive days shall constitute a resignation, unless for good cause shown, such as inability to notify, due to unusual circumstances, the Employer waives this provision.

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SECTION 3.

Sick leave shall be earned at the rate of one (1) working day per month of service during the remainder of the first calendar year of service following permanent appointment and fifteen (15) working days per year in every calendar year thereafter.

SECTION 4.

Any Employee who is absent on sick leave may be required to submit a physician's certificate as evidence substantiating their illness at the discretion of the Employer. The Employer may require an Employee who has been absent because of personal illness as a condition of his return to work, to be examined by a physician at the expense of the Employer. Such examination shall establish whether the Employee is capable of performing his normal duties and his return will not jeopardize the health of himself or of the other Employees.

SECTION 5.

In case of sick leave due to exposure to contagious disease, a certificate from the Department of Health as designated by the Employer shall be required. This time off shall be compensated time and not to be taken from any sick days which the Employee may have accumulated, so long as

exposure to said diseases was while in the performance of any Police duties.

Section 6.

The Employer agrees to maintain the benefit of payment for unused sick leave upon retirement at the rate of eighty (80%) percent of unused sick leave to a maximum of Eight Thousand (\$8,000.00) Dollars provided the following requirements are met:

- (A) The Employee must have had at least twenty (20) years of consecutive service with the Borough as a Police Officer.
- (B) The Employee must be retiring from service with the Borough in good standing at the time of retirement.

Section 7.

If the Employee sustains any job related injury, which is recognized as such and covered by Workers' Compensation Insurance, the Borough shall insure payment of full salary to such Employee, for a period of up to one (1) year or until such Employee is placed on disability retirement whichever first occurs. The Employee shall endorse or pay over to the Borough, temporary disability benefits received in connection with such job related injury. The Employees

understand and agree that they may be required to make reimbursement to the insurance carrier in the event of a third party action recovery, and that any such reimbursement will be in addition to pay over of temporary disability benefits to the Employer. There shall be no charge to any Employee's sick leave in the event of any bona fide job related injury. The Employer shall have the right to require periodic medical examinations of Employees on leave due to job related injuries, at the expense of the Employer.

ARTICLE XI

LONGEVITY

Commencing upon and not prior to, passage of an ordinance providing for longevity for other municipal employees of the Borough in addition to base pay, Officers shall receive compensation for longevity of service based upon the anniversary date of employment date in accordance with the following schedule.

<u>LENGTH OF SERVICE</u>	<u>ANNUAL ENTITLEMENT</u>
After Six (6) Complete Thru Eleven (11) Complete Years of Employment	3½ of Base Pay
After Eleven (11) Complete Thru Twenty (20) Complete Years of Employment	6½ of Base Pay
After Twenty (20) Complete Years of Employment and thereafter	8½ of Base Pay

Longevity shall be paid twice a year, one-half (½) on June 1st and one-half (½) on December 1st of each year, but shall not be considered part of base pay. If an Employee's anniversary date falls on or before May 31st, he shall be entitled to payment of full longevity payment in that year. If

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an Employee's anniversary date falls on or after June 1st, he shall be entitled to payment of one-half ($\frac{1}{2}$) of his longevity entitlement in that year.

ARTICLE XII

HOURS OF WORK

Work Schedule: Members of the Department shall work in accordance with the following schedule:

Shift #1 - Shall be from 0700 hrs. to 1900 hrs. (7 A.M. - 7 P.M.)

Shift #2 - Shall be from 1900 hrs. to 0700 hrs. (7 P.M. - 7 A.M.)

The above schedule will consist of only the above stated hours and the men will work on a three (3) day rotating basis; i.e.; three (3) days on, three (3) days off.

The schedule will be posted in Headquarters for a period of at least six (6) months and shall be re-posted two (2) months from its expiration. The above schedule shall stay in effect until such time whereas the Governing Body and a majority of the Union agrees to another work schedule which will benefit all parties concerned.

ARTICLE XIII

OVERTIME

Section 1.

In the event an Employee is called into duty for any reason other than his scheduled tour of duty, he shall be paid a minimum of three (3) hours at the rate of time and one-half (1½) his normal rate of pay with a minimum call-out time of three (3) hours. It is recognized that Employees may be required to report in advance of the tour starting time and for the purpose of report making at the end of a tour, to remain at the termination of a tour.

In accordance with this recognition, no overtime shall be paid for a fifteen (15) minute period prior to the commencement of a tour or for a fifteen (15) minute period at the termination of a tour, but in the event an Employee is required to report earlier than fifteen (15) minutes prior to the commencement of a tour or to remain beyond fifteen (15) minutes after the end of the tour, the Employee shall be paid the overtime rate for all time worked in the excess of the normal hours of work per day.

Section 2.

(A) A published overtime list of all overtime

shall be maintained by the Schedule Officer and scheduled overtime shall be offered to each Union member on a rotating basis. The list shall be kept in order.

(B) Emergency overtime shall be performed as needed.

Section 3.

Employees shall not be paid overtime for hours worked in excess of the normal schedule unless such overtime is authorized by the Department Head or his duly designated representative.

Section 4.

There shall be no pyramiding of overtime.

Section 5.

The Employer will pay the sum of Four Hundred (\$400.00) Dollars per year in two (2) equal payments of Two Hundred (\$200.00) Dollars each, as sole compensation for time spent at any regularly scheduled Municipal Court sessions for the Borough of Butler. All Court session other than those that are regularly scheduled, will be paid at the rate of time and one-half (1½) for time actually spent in Court if the Police Officer is not scheduled for duty at the time such Court

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session commences. This compensation is to be paid twice yearly, once in June and once in December. (June 15th and December 15th) of each year covered by this Agreement.

Section 6.

Employees who are required to attend any Court session other than Butler Municipal Court in the performance of their duty shall continue to receive payment at the rate of time and one-half (1½) for time actually spent at any such Court session if such Police Officer is not scheduled for duty at the time of such Court session commencing.

Section 7.

If you are required to work part of your normally scheduled hours and are required to eat supper near or on the job, you may be allowed a Five (\$5.00) Dollar allowance to cover your expenses. You will be notified by your Department Head if you may avail yourself of this benefit, or as conditions dictate, you charge your meal at cooperating restaurants. If you exceed the allowance you will be required to reimburse the Borough at a later date.

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ARTICLE XIV

WAGES

The wage schedule will be as found in APPENDIX A attached.

Any retroactive pay for any promotions will start whenever the individual Officer is made permanent through certification from Civil Service and approved by the Mayor and Council. This applies to all members of the Butler Police Department without exception.

Any Employee hired as a Police Officer after January 1, 1983 will receive his pay increments and raises based on his anniversary date of employment with the Borough.

Effective October 10, 1986, individuals who work in a higher title are to be compensated at the appropriate rate of pay for that higher title.

A Patrolman working as a Detective shall receive additional compensation in the sum of Five Hundred (\$500.00) Dollars per year, pro-rated on the length of time such Patrolman serves as Detective.

Any Patrolman hired as permanent Employees must successfully complete basic Police training at the Police Academy in Sea Girt, New Jersey.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 1.

A grievance is hereby defined as any complaint of the Police Association or individual Police Officer arising under this Agreement with respect to wages, hours of work or other conditions of employment.

(A) To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to the interpretation or application of this Agreement, the following procedures shall be followed:

STEP 1. An Officer with a grievance shall first discuss it with his lieutenant either directly or through the Association's designated representative for the purpose of resolving the matter informally.

In the event that the grievance is a result of an order from the Chief of Police, the aggrieved party shall go directly to the Mayor and Council (Step 3 of this Grievance Procedure).

STEP 2. If the aggrieved party is not satisfied with the disposition of his grievance at STEP 1 or if no decision has been

rendered within three (3) working days after presentation of the grievance at STEP 1, he may file a written grievance with the Department Head. A meeting on the written grievance shall be held with three (3) working days of the filing of the written grievance between the Department Head, the aggrieved party and the Association's designated representative. A decision thereon shall be rendered in writing by the Department Head within three (3) working days after the holding of such meeting.

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STEP 3. If the aggrieved party is not satisfied with the disposition of his grievance at STEP 2. or, if no written decision has been rendered within three (3) working days after the presentation of that grievance at STEP 2. the matter may be referred by the Association or the aggrieved party to the Mayor and Council, the day following expiration of said three (3) day period. A meeting on the grievance shall be held between the Mayor and Council and the aggrieved Employee, and a member of the Association may be present. Said meeting shall not be public unless the parties so agree in writing. The Mayor and Council shall render a final written decision within five (5) working days of the date of the meeting.

STEP 4. If the Officer remains aggrieved at the completion of the aforementioned procedures, the Association may, within fifteen (15) days of the receipt of the written decision of the Mayor and Council, request arbitration of the grievance, or avail himself of the remedies provided by the Civil Service Act. This will require the aggrieved Employee and the Association to elect their remedy in writing waiving one or the other remedy, as they are not entitled to pursue both arbitration and a Civil Service hearing. If arbitration is elected, the Arbitrators shall be selected by the parties from a panel of proposed Arbitrators pursuant to the normal

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procedures adopted by the Public Employment Relations Commission within the aforementioned period, the decision by the Mayor and Council will be final and binding. Arbitration will be binding with the cost to be shared equally by the parties. The Arbitrator appointed under the above procedure shall interpret the provisions of this Agreement and shall have no power to enlarge upon or reduce the obligations of the parties under this Agreement.

(B) The time limits specified in the Grievance Procedure shall be construed as maxim, however, these may be extended upon mutual agreement between the parties.

(C) A grievance must be presented at STEP 1 within five (5) days from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned period, it shall not thereafter be considered a grievance under this Agreement.

(D) Any Employee may be represented at all stages of the Grievance Procedure by himself or at his option, by a representative selected or approved by the Association.

(E) If in the event a grievance must be resolved before the time allotted in STEPS 1 and 2, the aggrieved party may file said grievance with the Police Committee Chairperson. The Police Committee Chairperson will determine immediately

upon presentation whether the grievance needs action before the time allotted in STEPS 1 and 2. If accepted, the Police Committee Chairperson has eight (8) hours in which to resolve or refer to STEP 3. If the aggrieved is not satisfied by the Police Committee Chairperson's action on the grievance (not including referral to STEP 1), the aggrieved may take the grievance to STEP 3.


(F) Representatives of the Butler Police Association consisting of Officers and persons involved maximum of three (3) shall be afforded time off with pay when such time off is needed to pursue grievances beyond STEP 3.

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ARTICLE XVI

UNIFORMS AND UNIFORM ALLOWANCES

Commencing January 1, 1983, the employer shall pay each officer, regardless of rank or department to which he is assigned during the year, one uniform maintenance allowance of \$ 650 per year, in two equal payments of \$ 325 each, which sum shall be utilized for the purchase of uniforms and any police related items such as flashlights, leather goods, etc. Officers shall be responsible for the purchase of uniforms with this allowance, uniforms shall be inspected by the Department Head or his assigned representative to insure uniformity. The employer shall continue to pay for the cleaning of employees uniforms and maintenance of same in accordance with the present practice. Leather jackets will be the uniform of the day from January 1, 1982 for winter dress or whenever weather demands a jacket be worn. These jackets will be paid for out of the officer's clothing allowance. Any and all other changes in the uniform will be decided upon by the union and must be approved by the Mayor and Council. The clothing allowance payments will be made in two equal payments on January 15th and July 15th of each year covered by this agreement.

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SECTION 1. Uniform of the day will be left to the discretion of the Operation Officer. It will be his responsibility to notify the Officer's, at least one (1) hour prior to the start of their shift, of any uniform change for the day.

Summer Uniform - Short Sleeved shirts.

Winter Uniform - Long sleeved shirts.

ARTICLE XVII

MISCELLANEOUS

Section 1.

The Employer shall pay for legal defenses for any and all Police Officers who are Defendants in a suit or other legal proceedings arising out of the performance of Police duties. The Borough Attorney will be used unless a conflict of interest occurs, in which event the Borough shall retain, with the approval of the Police Officer, independent counsel to represent the Police Officer.

Section 2.

All members of the Police Department shall have access to and shall be permitted to examine their own personnel files upon giving the Employer at least two (2) working days advance notice with the exception of confidential medical information. This is providing that the Officer examines his file on his own time and in the presence of the Borough Administrator or his duly designated representative.

Section 3.

(A) All under hood vehicular maintenance shall be performed by the Borough mechanic at the shift discretion during #1 Watch.

Section 4.

The Borough has instituted a plan in which through a system of payroll deductions you are able to purchase U.S. Savings Bonds in the denominations you elect and at the contribution rate you decide upon.

Section 5.

Training and schooling is offered by the Borough to every Employee in order that each individual may be able to keep himself abreast of the current advances in technology and methods of operation and in order to allow each Employee who meets the requirements to successfully complete promotional examinations. This benefit is provided at no cost to any Employee who requests it. Such requests will be submitted to the Mayor and Council for their approval. If they reach a decision that allows the Employee to take the training or schooling that he has requested, the program which he will

participate in is paid for by the Borough and in addition to this the Borough will also reimburse the Employee for any direct expenses connected with such training or schooling.

ARTICLE XVIII

INSURANCE

Effective January 1, 1984:

The Employer shall continue to maintain insurance coverage for Employees covered by this Agreement in accordance with present practice, which includes Blue Cross, Blue Shield, Major Medical, and Dental Insurance.

A) Prescription Plan:

The Employer agrees to institute a Two (\$2.00) Dollar deductible prescription plan. The Employer agrees to pay the remaining cost from any prescribed medication or drug (P.L.D.) up to a maximum of One Hundred Fifty (\$150.00) Dollars per family for Employees covered by this Agreement, provided the Employee pays the first Two (\$2.00) Dollars towards the purchase of any or all medication prescribed by a licensed physician.

Section 1.

~~Your life insurance coverage may be broken into two (2) categories. The first of which is provided under the retirement program. This coverage is one and one-half (1½) times your salary and is offered to you at no cost if you are a member of the Retirement Plan.~~

~~The second category is coverage of an additional one and one-half (1½) times your salary if you agree to make the~~

necessary contributions.

Additional benefits of the plan are:

1. No medical examination.
2. Accidental death benefit.
3. Continuation of insurance after you retire.
4. Privilege of conversion of the coverage to a private policy if you should sever employment.

LIFE INSURANCE WILL BE GOVERNED BY THE POLICE & FIRE RETIREMENT SYSTEM

Section 2.

Your retirement will be govern as to the requirements of the Police and Fire Retirement System.

SECTION 3.

The Borough shall have the right to change its health insurance carrier and/or the health insurance coverage of employees provided that the level of health insurance benefits afforded to employees will be equal to or better than the present coverage terms under the Blue Cross/Blue Shield/Prudential Major Medical coverage, as determined by an independent insurance consultant, who shall be agreed upon by both parties.

Prior to effecting any changes in health insurance coverage, Butler Police Association representatives will be invited to participate in meetings with third party carriers and have the opportunity to have their concerns addressed and questions answered.

ARTICLE XIX

SAVINGS CLAUSE

In the event that any federal or state legislation, governmental regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect and the parties shall re-negotiate any such invalidated provisions.

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ARTICLE XX

DURATION

This Agreement constitutes the entire collective negotiation agreement between the parties and includes and settles for the term of this Agreement, all matters which were or might have been raised in all collective negotiations leading to the signing of this Agreement. All Articles are to be adhered to until such time that a new Agreement is settled between the Union and the Employer.

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ARTICLE XXI

BULLETIN BOARD

It has been agreed that a bulletin board may be constructed in the hallway next to the one that is being used for Departmental notices. This bulletin board shall be paid for in its entirety by the Union and can be used for any and all notices its Officers deem important or may affect any members or member of the Department.

ARTICLE XXII

SAFETY

Section 1.

It is recognized by the Borough that it is their responsibility as Employers to provide safe working conditions and to develop a safe working force. The Association recognizes its responsibility as Employees to cooperate with and assist the Borough in providing safe working conditions.

Section 2.

Both parties insist on the observance of safety rules and procedures, and insist on the correction of unsafe conditions. Vehicles, equipment and facilities must be maintained in a safe and sanitary condition. If an Employee believes that he/she is being required to work under unsafe conditions, the Employee may notify the Shift Commander who will immediately investigate the condition and correct it within the scope of his authority. If the conditions outside of the Shift Commander's scope of authority, he (Shift Commander) will prepare a memorandum before the end of his shift stating the condition and his findings and refer it to the Chief, who will answer within the next working day. If the Employee is not satisfied that the condition is not corrected,

he/she may pursue it further as a grievance commencing at STEP
3, in the normal Grievance Procedure.

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ARTICLE XXIII

HOURS OF WORK, DETECTIVE BUREAU

The Detective will work on a forty (40) hour work week basis, these hours are to be determined by the Detective, based on the need for investigative purposes.

ARTICLE XXIV

K-9 UNITS

Patrolman Passenti is at present, the only man on the Butler Police Department to handle a K-9 (dog). It is his responsibility to insure that the dog has all necessary refresher training and he will assist any member of the Police Department with said unit upon approval of Department Head or his designated representative.

The K-9 Unit is to be used on night patrol only, unless otherwise approved by the Department Head or his designated representative, the hours to be decided by the Officer.

Sole compensation for the K-9 Unit will remain as is in present practice. The Employer will pay for the food and any Vet bills the dog may need.

ARTICLE XXV

RETIREMENT BENEFIT

Effective January 1, 1983:

Disability Clause:

Any Employee covered by this Agreement that is unable to perform in his capacity as a Police Officer any longer, due to a job related injury or illness, and/or who voluntarily retires in good standing after twenty-five (25) years of service to the Borough, will continue to receive one hundred (100%) percent of any and all medical benefits covered by the contract between the Police Union and the Borough. Said benefits will be paid by the Employer.

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ARTICLE XXVI

THIS AGREEMENT shall become effective January 1, 1990 through December 31, 1991. If either party desires to modify or terminate this Agreement, it shall furnish written notice to the other party not later than one hundred and twenty (120) days prior to the expiration date hereinabove set forth. In the event no such notice is provided, this Agreement shall continue in effect for additional terms of one year and until such time as appropriate notice is given. All Articles contained with this Agreement shall remain in effect until a new Agreement is reached between the Borough of Butler and the Union.

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IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed by its duly authorized representative this _____ day of _____, 1991.

ATTEST:

THE BOROUGH OF BUTLER

Carl M. Whitman
Borough Clerk

[Signature]
Mayor

BUTLER POLICE ASSOCIATION

Michael Schmidt Pres

APPENDIX A
BUTLER POLICE ASSOCIATION
SALARY GUIDE

<u>STEP</u>	<u>1990</u>	<u>1991</u>
Start	\$22,220.00	\$22,997.00
1	25,755.00	26,656.00
2	29,290.00	30,315.00
3	32,446.00	33,581.00
4	35,349.00	36,586.00
5	39,136.00	40,506.00
Sgt.	40,400.00	41,814.00

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