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AGREEMENT  
between  
BOROUGH OF HARVEY CEDARS  
and  
P.B.A. LOCAL NO. 175

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JANUARY 1, 1992 through DECEMBER 31, 1993

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*Jim (17)*

TABLE OF CONTENTS

AGREEMENT BETWEEN BOROUGH OF HARVEY CEDARS AND P.B.A. LOCAL 175

	<u>PAGE NO:</u>
<u>ARTICLE I</u>	
RECOGNITION .....	1
<u>ARTICLE II</u> .....	2
<u>ARTICLE III</u>	
GRIEVANCE PROCEDURE.....	3
<u>ARTICLE IV</u>	
WORK HOURS AND WORK YEAR .....	7
<u>ARTICLE V</u>	
OVERTIME, CALL-IN AND STANDBY.....	8
<u>ARTICLE VI</u>	
PATROLMEN RIGHTS.....	10
<u>ARTICLE VII</u>	
VACATION.....	12
<u>ARTICLE VIII</u>	
SALARY.....	13
<u>ARTICLE IX</u>	
LONGEVITY.....	14
<u>ARTICLE X</u>	
BEREAVEMENT LEAVE .....	15
<u>ARTICLE XI</u>	
HOLIDAYS.....	16

J. J. (17)

ARTICLE XII

HEALTH CARE INSURANCE ..... 17

ARTICLE XIII

SICK LEAVE AND PERSONAL LEAVE ..... 18

ARTICLE XIV

PRIVATELY OWNED VEHICLES ..... 20

ARTICLE XV

UNIFORMS ..... 21

ARTICLE XVI

SHIFT PREMIUM ..... 22

ARTICLE XVII

DURATION ..... 23

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ARTICLE I

RECOGNITION

A. UNIT

The Borough of Harvey Cedars hereby recognizes the P.B.A. Local 175 as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all police officers, whether under contract, on leave, employed by the Borough, but excluding: Chief of Police

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ARTICLE II

The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws, 1975, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of said employment. Such negotiations shall begin not later than September 15, of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to unit employees, be reduced to writing, be signed by the P.B.A. and the Borough, and be adopted by the Borough.

*(Handwritten initials)*

ARTICLE III  
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by a Patrolman or the P.B.A. based upon the interpretation, application, or violation of this agreement, policies, or administrative decisions and practices affecting a Patrolman or a group of Patrolmen.

2. Aggrieved Person

An "aggrieved" person is the person or persons or the P.B.A. making the claim.

3. Party in Interest

A "party in interest" is the person or persons making the claim and any person, including the P.B.A. or the Borough, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting Patrolmen. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

## 2. Chief of Police

A Patrolman with a grievance shall first discuss it with his Sergeant or immediate supervisor, either directly or through the P.B.A.'s designated representative, with the objective of resolving the matter informally.

## 3. Level Two-Chief of Police/Borough

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after the presentation of the grievance, he may file the grievance in writing with the P.B.A. within five (5) days after the decision at Level One, or ten (10) days after the grievance was presented, whichever is sooner. Within five (5) days after receiving the written grievance, the P.B.A. shall refer it to the Borough.

## 4. Level Three-Arbitration

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days after the grievance was delivered to the Borough, he may, within five (5) days after a decision by the Chief or Borough, or fifteen (15) days after the grievance was delivered to the Borough, whichever is sooner, request in writing, that the P.B.A. submit its grievance to

arbitration. If the P.B.A. determines that grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved person.

b. Within ten (10) days after such written notice of submission to arbitration, the P.B.A. and the Borough shall attempt to agree upon a mutually acceptable arbitrator, and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association.

c. The arbitrator's decision shall be in writing, and shall be submitted to the Borough and the P.B.A., and shall be final and binding on the parties.

d. In the event that arbitration of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section C.4(b) of this article.

e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Borough and the P.B.A. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Patrolmen



Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by representative(s) selected or represented by the P.B.A., the P.B.A. shall have the right to present and to state its views at all stages of the grievance procedure.

E. Reprisals

No reprisal of any kind shall be taken by the Borough or by any member of the Borough against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

F. Miscellaneous

1. Group Grievance

If, in the judgment of the P.B.A. a grievance affects a group or class of patrolmen, the P.B.A. may submit such grievance in writing to the Borough directly and the processing of such grievance shall be commenced at Level Two. The P.B.A. may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.



ARTICLE IV

WORK HOURS AND WORK YEAR

A. Work hours

1. In all cases, patrolmen's work load shall not exceed forty (40) work hours per week.

2. All overtime shall be paid at the rate of time and one-half (1 1/2) for all hours worked over forty (40) hours in any work week.

B. Work year

The work year for employees shall be from January 1st to December 31st.

ARTICLE V

OVERTIME, CALL-IN AND STANDBY

A. Daily Work Hours

1. Schedule Posting

Work schedules showing the employees' shifts, work days, and hours shall be posted. Each work schedule shall be issued for a three month period and shall be updated monthly to add a new third month to the schedule.

B. Call Time and Overtime

1. Any employee called to return to work outside of his regularly scheduled shift shall be paid a minimum of four (4) hours at time and one-half.

2. Overtime shall be paid at the rate of time and one-half the employee's regular hourly rate of pay for all time worked in excess of forty (40) hours in any work week. For the purpose of determining the work week, the following shall count as regular work days.

3. In the event an employee is called to duty other than his normal assignment for appearance in either a Municipal Court, Grand Jury, or any other Court, the employee shall be paid on the following basis:

If the employee goes to the Court and if the time involved is greater than the forty (40) hour work week for any seven (7) day period described hereinabove, then the employee shall receive time and one-half. However, if the employee's time spent in Court is during the initial forty (40) hour work week, then he shall receive the normal straight time.





4. In no event shall overtime be paid without the prior approval of the Chief of Police or Sergeant of Police.

5. In the event an employee is required to stand by for possible work, that employee will receive compensation for the time on standby. That rate shall equal two-thirds (2/3) his normal salary.

6. Overtime shall be offered equitably on a rotating basis using the current seniority list. If the voluntary overtime list has been exhausted without obtaining sufficient manpower the Chief of Police may order mandatory overtime.

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ARTICLE VI  
PATROLMEN RIGHTS

A. No Patrolman shall be disciplined, reduced in rank, or denied any professional advantage without just cause. In all cases, any action taken or recommended by either the Chief of Police or any agent of the Borough shall not be made public, and in all cases, subject to the grievance procedure set forth in Article III.

B. Any action concerning discipline shall be subject to the progressive discipline policy. Progressive discipline being defined as:

1. Oral Warning
2. Written Reprimand
3. Dismissal

C. Any time a Patrolman is called before the Borough Committee regarding any action which could adversely affect the continuation of employment of that Patrolman, he shall be given notice of the meeting and reasons for same, and shall have a representative of the Association present to advise him at the meeting or council.

D. In no case shall any Patrolman be evaluated with deficiencies without the opportunity of at least ninety (90) days to correct any or all deficiencies noted on any evaluation.

E. The parties hereby acknowledge the command responsibility of the Chief of Police of Harvey Cedars, and the responsibilities and duties of that office as Chief of Police.

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F. Each Patrolman shall have the opportunity to review his personnel folder at least once a year. In all cases, no material shall be placed in the personnel folder of any Patrolman without the officer's knowledge thereof, or without the initials of the Patrolman on any copy received from the Borough.

G. No Waiver

Any and all benefits previously enjoyed by the members of the union will remain in effect unless otherwise agreed to by both parties. This agreement does void all other provisions of the 1976 agreement with the Borough of Harvey Cedars.

Except as otherwise provided in this agreement, the failure to enforce any provision of this agreement shall not be deemed as a waiver thereof. This agreement is not intended and shall not be construed as a waiver of any right or benefit to which employees are entitled by law.

H. Savings Clause

If any provision of this agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this agreement.

ARTICLE VII

VACATION

A. Each employee shall be entitled to receive vacation days in addition to all other days as described in this agreement, on the following schedule:

- |  |                   |
|--|-------------------|
| 1. After one (1) year  | 40 working hours  |
| 2. During the second (2nd) year through the end of the fourth (4th) year         | 80 working hours  |
| 3. During the fifth (5th) year through the end of the ninth (9th) year           | 120 working hours |
| 4. During the tenth (10th) year through the end of the fifteenth year and beyond | 160 working hours |

B. Vacation time shall be permitted for each employee with the prior written approval of the Chief of Police. Each employee shall give written request of such vacation time at least thirty (30) days prior to the requested vacation time. The parties recognize that the Borough of Harvey Cedars is a seashore vacation resort area. Accordingly, no vacations will be permitted during July and August.

C. The employee shall be paid for his vacation time the last working day prior to the scheduled vacation.

D. Employees who wish, may carry their earned vacation from the year before into the following year. Such earned vacation time may not be carried more than one year.

E. The employees shall continue the current practice of agreeing to work with less manpower on the affected shift when an employee takes his/her vacation so that the employer may not be required to replace the employee who is on vacation.

ARTICLE VIII

SALARY

The annual base salary for each of the following classifications shall be as follows:

	<u>Effective</u> <u>1/1/92</u>	<u>Effective</u> <u>1/1/93</u>
1. Patrolman non-academy	\$25,440	\$26,966
2. Patrolman academy grad (first year)	\$27,560	\$29,214
3. Patrolman second year	\$29,765	\$31,551
4. Patrolman third year	\$32,065	\$33,989
5. Patrolman fourth year and above	\$34,614	\$36,691
6. Sergeant	\$37,953	\$40,231



ARTICLE IX

LONGEVITY

Longevity shall be paid to every police officer in addition to his normal base rate of pay determined on a yearly basis by the following schedule:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE</u>
4 years	2%
8 years	4%
12 years	6%
16 years	8%

Years of service shall be continuous service at full time employment. Longevity payment shall be paid on the anniversary date of each police officer so entitled.

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ARTICLE X

BEREAVEMENT LEAVE

Each police officer shall be entitled, in addition to his sick leave and personal time, up to five (5) days bereavement for each of the following relatives:

- |            |                   |
|------------|-------------------|
| 1. Spouse  | 4. Parent-in-Laws |
| 2. Parents | 5. Brother        |
| 3. Child   | 6. Sister         |

In addition to the above, a temporary leave of absence may be authorized by the Chief of Police with the approval of the majority of the Board of Commissioners.

*[Handwritten signature]*

ARTICLE XI

HOLIDAYS

There shall be thirteen (13) paid holidays for each member of this unit.

Holidays shall be paid at the rate of one and one-half times the officer's established hourly rate.

ARTICLE XII

HEALTH CARE INSURANCE

- A. The parties agree that police officers covered by the terms of this agreement shall also be privy to and covered by the present health insurance plan applicable to all other Borough employees, and shall derive any and all benefits offered by said plan.
- B. All police officers shall have a compulsory physical exam once a year, paid for by the Borough, upon presentation of a certificate and voucher. The Borough shall supply to the police officers a list of at least three doctors whom they can use for said physical.
- C. All members of the department upon their retirement from service shall be entitled to any and all health insurance plans subscribed to by the Borough at that time as an active member at the expense of the retiree.

ARTICLE XIII

SICK LEAVE AND PERSONAL LEAVE

A. Sick Leave

Each Patrolman shall be granted fifteen (15) sick days per year with no limit on the amount of accumulation. Said accumulation shall be calculated from the Patrolman's original date of employment.

After three (3) consecutive days of sick leave, a physician's certificate may be required by the Chief of Police to indicate that the employee is capable of returning to work. Days not taken shall accumulate from year to year and may be sold back to the Borough at the overtime rate of the employee upon termination of his employment. Not to exceed \$12,000. Present employees shall be "grandfathered" under this provision up to December 31, 1981. This means that each present employee shall be entitled to the number of unused sick days that accrued up to and including December 31, 1981 at all the terms and conditions of this paragraph.

Effective January 1, 1982, sick days not taken shall, in the future, accumulate from year to year and may be sold back to the Town at the per diem rate of the employee upon retirement. The total sum to be paid under this Article shall not exceed \$12,000.00 per employee. The most current time accumulated shall be used first. Effective January 1, 1991, officers may use their sick time to care for dependants living at least part-time within the officers household.



B. Personal Leave

At least five (5) days a year shall be granted for personal, business, or religious observation. In any event, a Patrolman must notify the Chief of Police at least one day in advance. In cases of emergency, a notification may be phoned in or waived. Personal leave shall not be taken without a valid emergency need. At the end of each calendar year an employee may elect to sell back to the employer any unused personal days at his regular rate of pay.

C. Leaves of Absence

The Borough of Harvey Cedars shall grant a leave of absence to any member of the police department for good reason, which leave must be approved by the Chief of Police and a majority of the Board of Commissioners of the Borough of Harvey Cedars. In no event shall any leave of absence be granted for more than six (6) months. Notification of leave must be given four (4) weeks prior to leave.

ARTICLE XIV

PRIVATELY OWNED VEHICLES

When, by necessity, the employer requires an employee to use his privately owned vehicle for police duties, the employer agrees to reimburse the employee on the basis of twenty-three cents (23¢) per mile travel for said function. Said money shall be reimbursed to the employee upon the submission of a proper voucher in accordance with the department rules and regulations, and shall be paid to him in the normal course of business by the Borough. The employee shall be responsible for retaining all necessary insurance for his automobile, and shall make no claim against the employer for any damages arising out of the employee's use of his automobile.

ARTICLE XV

UNIFORMS

Each Patrolman shall report to duty in proper uniform at the beginning of each shift.

To defer the cost of uniforms, the employer shall supply to each new officer at the Borough's total expense, a complete set of uniforms and equipment.

Each succeeding year thereafter the employer agrees to reimburse each Police Officer up to the maximum amount of six hundred fifty dollars per annum for replacement, maintenance, and cleaning of his uniforms upon submission of a proper voucher.

The Borough shall reimburse any member of the department for any personal property damaged as a result of performance of duty for Harvey Cedars upon the submission of a proper voucher. The Police Chief reserves the right to increase the allotted amount if he believes the amount shall not enable the policemen to be in the proper attire.



ARTICLE XVI

SHIFT PREMIUM

In recognition of the facts that police work involves a seven (7) day per week, twenty-four (24) hour per day operation, the employer agrees to pay to each member of this unit an annual premium. This premium shall be \$750.00 per year effective January 1, 1992, and \$900.00 per year effective January 1, 1993 for employees who work primarily the day shifts. It shall be \$1,000.00 per year effective January 1, 1992 (and retroactive to that date), and \$1,300.00 per year effective January 1, 1993 for those employees who work 60% or more of their regularly scheduled work hours on non-day shifts. The number of officers who shall receive the higher premium for non-day shift work shall be limited to no more than five officers in each year. This annual premium shall be paid by separate check during the first pay period of each December.



ARTICLE XVII

DURATION

The duration of this agreement shall be from January 1, 1992 through December 31, 1993, and its terms shall continue in effect until a successor contract is negotiated.

IN WITNESS WHEREOF the parties have herunto affixed their hands and seal this 7 day of AUGUST, 1992.

ATTEST:

Gloria Shannon  
BOROUGH CLERK

Joathin O'Leary  
COMMISSIONER, PUBLIC SAFETY

ATTEST:

Gloria Shannon

D. J. Maly  
POLICEMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL NO. 175

*[Handwritten initials]*