

# **AGREEMENT**

BETWEEN

Borough of Bellmawr  
Camden County

and

PBA Local No. 375

**January 1, 2001 Through December 31, 2004**

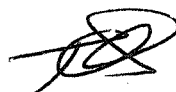
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**PREAMBLE**

This agreement is entered into this 1st day of 2001 by and between the BOROUGH OF BELLMAWR, in the County of Camden, a municipal corporation of the State of New Jersey ( hereinafter referred to as the "Employer" ) and PBA LOCAL NO. 375 ( hereinafter referred to as the "PBA" ).

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**ARTICLE I**  
**RECOGNITION**

A. The employer hereby recognizes the PBA as the sole and exclusive negotiating representative of all Patrolmen, Sergeants, Corporals, police women and detectives who are employed in the Employer's Department of Public Safety for the calendar years of 2001 through 2004. It is expressly understood, however that employees in the ranks of Lieutenant, Captain, Deputy Chief and Chief of Police, supervisors within the meaning of the PERC act, managerial executives, professional employees, craft employees and all other employees are excluded from this negotiating unit and are not subject to the terms of this agreement.

B. An authorized representative of the PBA shall be permitted to visit Police Headquarters or any police facility, or the office of the Director of Public Safety, for the purpose of processing or investigating grievances. This right shall be exercised reasonably. Upon entering the premises, the authorized PBA representative shall notify the officer in charge or in his absence, his authorized representative. Permission to visit the premises shall not be unreasonably withheld. The PBA representative shall not interfere with the normal conduct of work within the police facilities.

C. Authorized representatives of the PBA shall be permitted reasonable time off to attend negotiating sessions, grievances sessions and meetings with the employer's representatives, provided that adequate coverage is arranged with the approval of the employer.



**ARTICLE II**  
**MANAGEMENT RIGHTS**

A. The employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities, and the activities of its employees;
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees;
3. To suspend, demote, discharge or take any other disciplinary action for good and just cause according to law;
4. To establish new rules or modifications of existing rules governing working conditions provided such action does not violate law.

B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and the laws of the state of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under R.S. 40, R.S. 40A or other national, state, county or local laws or ordinances. The Employer's exercise of its management rights pursuant to this Article shall not be subject to submission to the arbitration procedure established in this agreement.



## ARTICLE III GRIEVANCE PROCEDURE

### A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this agreement. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the employer. The employer shall notify the PBA of any resolution or adjustment from such discussions.

### B. Definition

The term "grievance" as used herein means an appeal by an individual employee or the PBA on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements and administrative decisions affecting them. The term "grievance" as used herein shall not refer to any matter which was, or which could have been, raised at the bargaining table during the negotiations that led to the instant agreement. No grievance may proceed beyond Step One herein unless it constitutes a complaint or controversy arising over the interpretation of the terms and conditions of employment governed by statute or administrative regulation, incorporated by reference in the agreement either expressly or by operation of law, shall not be processed beyond Step One herein.

### C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by the agreement, and shall be followed in its entirety unless any step is waived by mutual written consent. A failure to respond at any step in this procedure by the Employer or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits the grievants may proceed to the next step. The time limits set forth herein shall be strictly construed and may be extended or altered only by the parties mutual written consent. The aggrieved employee shall be provided with full opportunity to present his grievance and shall have the right to the participation of a PBA representative. If a grievance is not appealed in timely fashion from step one to the next step, the grievance shall be considered settled on the basis of the last decision of the Employer and shall not be eligible for further appeal.

## **ARTICLE III - GRIEVANCE PROCEDURE continued**

### **STEP ONE:**

An aggrieved employee, or the PBA on behalf of an aggrieved employee or employees, shall institute action under the provisions of this grievance procedure within ten (10) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of the department or his representative for the purposes of resolving the matter informally. The aggrieved employee, the PBA representative (if any), and the Chief of the department or his representative may reach a settlement of the dispute. The Chief or his representative shall render a written determination within five (5) days after presentation of the grievance.

### **STEP TWO:**

In the event the grievance has not been resolved at step one, the aggrieved party shall, in writing and signed, file the grievance with the Director of Public Safety within five (5) days following the determination at step one. A member of the Negotiating Committee designated by the PBA and the Director of Public Safety shall attempt to settle the grievance. The Director of Public Safety shall render a written decision within five (5) days from the receipt of the grievance.

### **STEP THREE:**

In the event the grievance has not been resolved at step two, the employee or the PBA shall, in writing and signed, file the grievance with the Mayor within five (5) days following the determination at step two. A member of the Negotiating Committee designated by the PBA, the Director of Public Safety and the Mayor shall attempt to settle the grievance. The Mayor shall render a written decision within ten (10) days from receipt of the grievance.

### **STEP FOUR:**

In the event the grievance had not been resolved at step three, the matter may be referred to arbitration as hereinafter provided. The PBA shall file a demand for arbitration with the Public Employment Relations Commission within ten (10) days following receipt of the determination at step three. The selection of the arbitrator, and the conduct of arbitration proceedings, shall be governed by the rules and regulations of the Public Employment Relations Commission. The costs of the services of the arbitrator shall be borne equally by the Employer and the PBA. Any expenses other than the cost of the services of the arbitrator, including but not limited to presentation of witnesses, shall be borne by the party incurring same. The arbitrator shall not have authority to add to, subtract from, modify, change or alter any of the provisions of this agreement. The arbitrator's award shall be in writing and shall be final and binding on the parties. In rendering his written decision, the arbitrator shall indicate in detail his findings of fact and reasons for making the award.



**ARTICLE IV**  
**LEAVES OF ABSENCE**

A. Military leave shall be granted in accordance with the provisions of all applicable laws.

B. The Director of Public Safety, on the written request of an employee and after reasonable notice, may grant up to one (1) year leave of absence without pay to the employee. The Director may extend such leave for an additional six (6) months upon approval of the governing body. If, however the employee overstays such leave, his employment with the employer shall be deemed to have terminated.

**C. FUNERAL LEAVE:-**

1. In the event of death in the employees immediate family, the employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said leave exceed five (5) consecutive days.

2. The "immediate family" shall include only husband, wife, brother, sister, child or parents of the employee or spouse or those relatives residing in the household.

3. In the event of death of brother-in-law, sister-in-law, or grandparents, the employee shall be granted time off without loss of pay from the day of death or the day of funeral, but in no event shall leave exceed three (3) consecutive days.

4. Reasonable verification of the event may be required by the Borough.

5. Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of bereavement.

**D. JURY DUTY:**

If an employee is summoned for jury duty as required by law, the Borough shall grant the necessary time off with full wages for the employee to fulfill the requirements of said jury duty.



**ARTICLE V**  
**PHYSICAL EXAMINATION**

The Borough retains the right to order an employee to have a physical examination if the Borough deems same necessary. The Borough will retain the cost of ordered physical examination.

The employee upon request of the Borough will provide the Borough with a copy of a physicians report. The cost of such physical examination shall be assumed by the employer up to a maximum of \$150.00 (one hundred and fifty dollars) upon receipt of duly executed voucher.

A copy of the medical report will be forwarded to the Borough.



**ARTICLE VI**  
**HOURS OF WORK**

A. Shifts are presently scheduled for 7:00 A.M. to 7:00 P.M. and 7:00 P.M. to 7:00 A.M.

B. The employer retains the exclusive prerogative, in the interests of governmental efficiency and the maintenance of discipline, to determine the times when shifts shall commence and terminate, the number of employees to assign to shifts and the specific employees to be assigned to specific shifts.

C. The PBA agrees to a bi-weekly pay, however if any other department within the borough receives a weekly pay then the PBA shall be paid weekly.

D. Kelly Time re: 12 hour shifts – The four (4) hour bi-weekly difference (between 84 – 80 hours) occasioned by the twelve hour shifts will be dealt with by the men taking off four (4) hours every two (2) week period at the shift commanders discretion.

**ARTICLE VII**  
**BENEFITS OTHER THAN WAGES**

**A. LONGEVITY PAY:**

Each employee is entitled to longevity pay based on years of service and processed at a percentage rate. Longevity pay shall be paid bi-weekly as follows;

- Completion of 1 year service to eighth year..... 2.5% base salary
- Completion of eighth year of service to 14th year..... 4.5% base salary
- Completion of 14th year service to 20<sup>th</sup> year..... 5.5% base salary
- Completion of 20<sup>th</sup> year service to end..... 6% base salary

**B. OVERTIME AND COURT PAY:**

1. Any employee who shall be required to work overtime, which shall specifically include any hours over forty eight (48) hours per week, or twelve (12) hours per day shall receive pay at one and one half time (time and one half), with authorization by the Chief or senior officer in charge of operation.

2. Each employee shall be compensated by a lump sum payment of \$850.00 for all Bellmawr Municipal Court appearances. This shall be payable on June 1<sup>st</sup> of the applicable year.

3. Any employee who shall be required to make a court appearance (other than Bellmawr Municipal Court) on his time off shall receive \$75.00 dollars (seventy-five dollars) plus parking fees. This is to include conflict cases transferred from Bellmawr Municipal Court.

**C. LEGAL EXPENSES:**

The employer shall provide such legal expenses as are mandated by law.

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**ARTICLE VII - BENEFITS OTHER THAN WAGES continued**

**D. HOLIDAYS:**

The borough recognizes the following fifteen (15) Holidays:

- |                        |                                |
|------------------------|--------------------------------|
| NEW YEARS DAY          | LABOR DAY                      |
| MARTIN LUTHER KING DAY | COLUMBUS DAY                   |
| LINCOLNS BIRTHDAY      | GENERAL ELECTION DAY           |
| WASHINGTONS BIRTHDAY   | VETERANS DAY                   |
| GOOD FRIDAY            | THANKSGIVING DAY (THURSDAY)    |
| EASTER SUNDAY          | POST THANKSGIVING DAY (FRIDAY) |
| MEMORIAL DAY           | CHRISTMAS DAY                  |
| INDEPENDENCE DAY       |                                |

**E. CLOTHING ALLOWANCES:**

1. The clothing allowance for detective shall be \$700.00 per detective per year.
2. Uniforms for patrolman will be supplied by the Borough. Maintenance and cleaning will be paid for by the Borough at a cleaner designated by the Borough.
3. The clothing allowance for members of the Critical Incident Team shall be \$200.00 per member, per year and payable by voucher.

**F. SCHOOL ADVANCES:**

Any employee attending special classes shall be entitled to \$5.00 per day for meals and .20 per mile for the use of their personal vehicle.

**G. VACATIONS:**

Employees are entitles to vacations in accordance with the following schedule;

AT THE COMPLETION OF:	ENTITLED TO:
1 year.....	84 hours
2 years.....	144 hours
5 years.....	168 hours
10 years.....	204 hours
15 years.....	264 hours
20 years.....	12 hours for every year not to exceed 324 hours.



## ARTICLE VII - BENEFITS OTHER THAN WAGES continued

### H. PERSONAL DAYS:

1. Each employee will be entitled to forty eight (48) hours personal time off each year of this agreement. 48 hour notice must be given in written form to use same.

2. Each employee working a twelve (12) hour schedule will be entitled to four (4) hours off during each two week rotation at the discretion of the shift commander. (See Article VI Section D.)

### I. LINE OF DUTY DEATH BENEFIT:

The Borough agrees to pay up to \$10,000.00 toward the funeral expense of an employee killed in the line of duty. This payment will be made to the employees survivors.

### H. COLLEGE REIMBURSEMENT

The Borough of Bellmawr will pay a maximum of \$750.00 per employee per year for tuition of college courses and or materials needed for such courses.

1. Employee must attain a grade of C+ or better.

2. Employee must remained in employed with the Borough of Bellmawr for a period of not less then 2 years from the date of the latest enrollment. If employee should terminate his employment with the Borough of Bellmawr, the borough has the right to the return of all the monies paid from the employee, who has been paid for tuition reimbursement.

3. Payment will be made by voucher upon employee submitting receipts of costs for said courses and/or materials, along with proof of a C+ grade or better.

4. All courses must be related to law enforcement or be applied to a degree in law enforcement.

**ARTICLE VIII**  
**INSURANCE**

1. Medical – Aetna US Healthcare Patriot V.
2. Dental plan – Delta Advantage Plus Premier or equal.
3. Prescription- \$10.00 co-pay shall apply to all employees.

Changes in medical insurance must be equal or better to current insurance plan in existence at this time. PBA shall be notified of all changes.

**PRESCRIPTION PLAN**

All employees are responsible to pay ten dollars (\$10.00) co-pay for each prescription. The Borough of Bellmawr will pay for balance for the price of each prescription.

**DENTAL PLAN**

The benefits are to be 100% of preventative and diagnostic coverage, 70% of basic, and 50% of crowns and prosthodontics. This coverage is to extent primarily to the Borough of Bellmawr Police Department.

**OPTICAL PLAN**

The Borough of Bellmawr will pay for optical expenses not to exceed \$200.00 per year per family. Payment will be by voucher.

**ARTICLE IX**  
**SICK LEAVE**

A. Sick leave is defined as absence from work by an employee by reason of personal illness. This sick time covers the individual employee only and not members of his or her family.

B. Said period of illness or sick time will be paid up to a maximum of twenty (20) working days in accordance with the schedule below. For a bona fide absence because of illness or an off-duty injury (not covered by workmen's compensation), an employee who qualified shall be paid during any calendar year effective January 1, 1986, according to the following schedule;

COMPLETION OF:	ENTITLED TO:
0-6 months .....	0 hours
6 months to 1 year .....	8 hours every 2 months
1 year .....	40 hours
5 years .....	80 hours
10 years .....	120 hours
12 years .....	136 hours
15 years .....	160 hours

C. Pay for one (1) hour sick leave shall be at the employees regular base rate of pay. Sick leave shall be allowed for less than full work days. In the event that an employee leaves his work because of illness before the end of his regularly scheduled work day, those hours will be charged to his sick leave allotment.

D. All unused sick leave may be carried from year to year not to exceed 365 days (2920 hours).

E. Borough agrees to pay the employee for one half of all unused sick leave each year to which the employee is entitled. Payment for unused sick leave will be at the employees hourly rate. Payment will be made to the employee June 1<sup>st</sup> of the following year. The employee must carry over the same amount of sick leave which the employee is being reimbursed for.

In case of illness, current year sick leave must be used first. Accumulated sick leave cannot be used except for long term illness of 14 days (112 hours) or more and up to 365 days (2920 hours) or the exact amount carried from year to year.

**ARTICLE IX**  
**SICK LEAVE (continued)**

F. Accumulated sick time shall be sold back to the employer at the rate of \$110.00 per day (8 hours) subject to the following conditions:

1. The employee, at their option, may at the start of their 11<sup>th</sup> year of employment with the borough, sell back to the borough up to 10 sick days (80 hours) of accumulated sick time. This is in addition to the one half of the present years sick time, as per paragraph E of this Article.
2. The employee, at their option, may at the start of their 16<sup>th</sup> year of employment with the borough, sell back to the borough up to 25 sick days (200 hours) of accumulated sick time. This is in addition to the one half of the present years sick time, as per paragraph E of this Article.
3. The employee shall submit in writing to the borough by December 1<sup>st</sup>, the amount of accumulated sick days or hours they wish to sell back. Payment will be made to the employee by March 1<sup>st</sup>.
4. Upon retirement, an employee may sell back to the borough, all remaining accumulated sick time, but the maximum monetary compensation to be paid by the borough for each employee shall not exceed \$10,000.00.
5. If an employee retires due to job related disability, the employee shall be permitted to sell back all accumulated sick time with no maximum amount of compensation.
6. In the event of an employee's death while still employed by the borough, said entitlement shall be paid to his beneficiary with no maximum amount of compensation.



**ARTICLE X**  
**RETENTION OF BENEFITS**

A. The Borough agrees that all benefits, terms and conditions of employment relating to the status of members of the Bellmawr Police Department embodied in resolutions, ordinances, or statutes, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective negotiations leading to the execution of this agreement.

B. Upon retirement or line of duty disability the retired or disabled employee, his spouse and his children who are covered by health benefits provided by the Borough of Bellmawr shall be entitled to all health benefits which were provided to the employee at the time of the employees retirement or line of duty disability to include medical, dental, prescription and optical insurance.

C. If the retired or disabled employee should gain employment which provides health benefits greater or equal to what is provided by the Borough of Bellmawr, the Borough of Bellmawr shall become the secondary insurer to the employee.

D. Upon reaching the eligible age for coverage by Medicare the retired or disabled employee shall be covered by such medical coverage as required by law.



## ARTICLE XI

### DISABILITY BY INJURY ON DUTY OR BY CERTAIN DISEASES

A. In the event an employee becomes unable to perform his duties, he shall be entitled to full pay for a period up to twelve (12) calendar months, under any of the following circumstances:

1. disabled by reason of a service connected injury
2. disabled by a heart attack or stroke
3. disabled by contracting HIV or hepatitis. However, in order for the hepatitis benefits to be paid to the employee, he or she must have received all necessary hepatitis shots which will be provided by the borough upon request.

B. The employee shall be required to present evidence by a certificate of a physician that he is unable to work and the borough may reasonable require the said employee to present such certificates from time to time.

C. Receipt of pay for up to a period of one (1) year is subject to a determination by the Borough Physician that the employee is not capable of performing light duty.

D. During the period of disability, all temporary disability benefits accruing under the provisions of the Workmen's Compensation Act shall be paid over to the Borough.

E. For the purposes of this article, work incurred injury shall mean injury incurred while the employee is acting in official police capacity.

F. Employees who are injured, whether slight or severe, while working must make an immediate report within eight (8) hours thereof to the Chief of Police or his designee.

G. If the Borough can prove that an employee has mis-used the article, the said employee will be subject to disciplinary action, including dismissal by the Borough.



**ARTICLE XII**  
**SALARIES AND WAGES**

**A. Salary schedule for employees hired prior to January 1, 2001**

**2001 -**

Starting Salary.....	\$28,736.07	per year
After first year.....	\$37,692.92	per year
After second year.....	\$46,649.79	per year
After third year.....	\$55,606.69	per year
Detective.....	\$55,606.69	per year
Corporal.....	\$56,778.68	per year
Sergeant.....	\$58,460.78	per year

**2002 -**

Starting salary.....	\$29,885.52	per year
After first year.....	\$39,200.64	per year
After second year.....	\$48,515.78	per year
After third year.....	\$57,830.96	per year
Detective.....	\$57,830.96	per year
Corporal.....	\$59,049.83	per year
Sergeant.....	\$60,799.21	per year

**2003 -**

Starting salary.....	\$31,080.94	per year
After first salary.....	\$40,768.66	per year
After second year.....	\$50,456.41	per year
After third year.....	\$60,144.20	per year
Detective.....	\$60,144.20	per year
Corporal.....	\$61,411.82	per year
Sergeant.....	\$63,231.18	per year

**2004 -**

Starting salary.....	\$32,324.18	per year
After first salary.....	\$42,399.41	per year
After second year.....	\$52,474.67	per year
After third year.....	\$62,549.96	per year
Detective.....	\$62,549.96	per year
Corporal.....	\$63,868.29	per year
Sergeant.....	\$65,760.43	per year

ARTICLE XII

SALARIES AND WAGES (continued)

B. Salary schedule for employees hired on or after January 1, 2001:

2001 -

Starting Salary.....	\$28,736.07	per year
After first year.....	\$34,110.19	per year
After second year.....	\$39,484.32	per year
After third year.....	\$44,858.44	per year
After fourth year.....	\$50,232.57	per year
After fifth year.....	\$55,606.69	per year
Detective.....	\$55,606.69	per year
Corporal.....	\$56,778.68	per year
Sergeant.....	\$58,460.78	per year

2002 -

Starting Salary.....	\$29,885.52	per year
After first year.....	\$35,474.60	per year
After second year.....	\$41,063.69	per year
After third year.....	\$46,652.77	per year
After fourth year.....	\$52,241.86	per year
After fifth year.....	\$57,830.96	per year
Detective.....	\$57,830.96	per year
Corporal.....	\$59,049.83	per year
Sergeant.....	\$60,799.21	per year

2003 -

Starting Salary.....	\$31,080.94	per year
After first year.....	\$36,893.59	per year
After second year.....	\$42,706.24	per year
After third year.....	\$48,518.89	per year
After fourth year.....	\$54,331.54	per year
After fifth year.....	\$60,144.20	per year
Detective.....	\$60,144.20	per year
Corporal.....	\$61,411.82	per year
Sergeant.....	\$63,231.18	per year

2004 -

Starting Salary.....	\$32,324.18	per year
After first year.....	\$38,369.33	per year
After second year.....	\$44,414.49	per year
After third year.....	\$50,459.64	per year
After fourth year.....	\$56,504.80	per year
After fifth year.....	\$62,549.96	per year
Detective.....	\$62,549.96	per year
Corporal.....	\$63,868.29	per year
Sergeant.....	\$65,760.43	per year

**ARTICLE XIII**  
**NO-STRIKE PLEDGE**

**A.** The PBA covenants and agrees that during the term of this agreement neither the PBA nor any person acting on its behalf will cause, condone or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty or willful absence of any employee from his position or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, or walkout. The PBA agrees that such action would constitute a material breach of the agreement.

**B.** In the event of a strike, work stoppage, slowdown, or other job action, it is covenanted and agreed that participation in any such activity by an employee covered by this agreement shall be grounds for disciplinary action which may include suspension or termination.

**C.** The PBA will actively discourage any of its members or persons acting on their behalf from taking part in any strike, slowdown, or job action and make reasonable efforts to prevent such illegal action.

**D.** Nothing in this agreement shall be construed to limit or restrict the Employer in its rights to seek and obtain such administration or judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the PBA, its members or any person acting on its behalf.



**ARTICLE XIV**  
**AGENCY SHOP**

**A. REPRESENTATION FEE:**

The Borough agrees to deduct the fair share fee from the earnings of those employees who elect not become a member of the association and transmit the fee to the majority representative after written notice of the amount of the fair share assessment is furnished to the Borough and the New Jersey Public Employment Relations Commission.

**B. COMPUTATION OF FAIR SHARE FEE:**

1. The fair share fee for services rendered by the majority representative shall be in an amount equal to the regular membership dues, initiation fees and assessments of the majority representative, less the cost of benefits financed through the dues and available only to the members of the majority representative, but in no event shall the fee exceed 85% of the regular membership dues, fees, and assessments. Such sum representing a fair share shall not reflect the costs of financial support of political causes or candidates except to the extent that it is necessary for the majority representative to engage in lobbying activity designed to foster its policy its policy goals in collective negotiations and contract administration and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Borough.
2. The majority bargaining representative shall provide sixty (60) days prior to January 1st and July 31st of each year, advance written notice to the Public Employment Relations Commission, the Borough and to all employees within the unit, as shall be determined by a list of such employees and furnished by the Borough, the information to compute the fair share fee for services enumerated above.
3. Any challenge to the assessment by an employee shall be filed in writing with the Public Employment Relations Commission, the Borough and the majority bargaining representative within thirty (30) days after receipt of the written notice by the employee. All challenges shall specify those portions of the assessment challenged and the reason therefore. The burden of proof relating to the amount of the fair share fee shall be on the majority bargaining representative.

## ARTICLE XIV - AGENCY SHOP continued

### C. CHALLENGING ASSESSMENT PROCEDURE:

1. The majority bargaining representative agrees to establish a procedure by which non-member employees in a unit can challenge the assessment as provided in Section 3 of this act. Said procedure shall consist of an appeal of the individual assessment to the PBA REPRESENTATIVE FEE BOARD at a meeting to be scheduled no later than thirty (30) days from the date of the notice of the challenge of the assessment. Upon receipt of a challenge, notice of the challenge and hearing date shall be given to the Borough and the challenging employee by the employee by the majority bargaining representative and shall be posted conspicuously at the work sites of the Borough to allow all interested employees to participate. The hearing shall be open to all interested parties and the determination of the PBA REPRESENTATIVE FEE BOARD shall be made in writing with copies to the Borough and the challenging employee. Any challenging employee who disagrees with the determination of the PBA REPRESENTATIVE FEE BOARD shall have a right, within twenty (20) days of said notice of determination, to appeal the decision to a board-consisting of three (3) members appointed by the Governor, and such other appeals as may be allowed by law.

2. In the event the challenge is filed, the deduction for fair share fee shall be held in-escrow by the Borough pending final resolution of the challenge.

### D. DEDUCTION OF FEE:

1. No fees shall be deducted for any employees sooner than:

a. The thirtieth (30th) day following the notice of the amount of the fair share fee;

b. Satisfactory completion of a probationary period or the thirtieth (30th) day following the beginning of employment, whichever is later, for new employees appointed to positions in the negotiations unit;

c. The tenth (10th) day following the beginning of employment for employees entering into work in the negotiations unit from re-employment list.

d. The date of satisfactory completion of the probationary period or the completion of a three (3) month period following the beginning of employment, whichever is sooner, for employees hired on a temporary basis, provided, however, that no employee in the aforesaid categories nor any employee in the employ of the Borough at the time an agency shop agreement becomes effective shall be required to tender the fair share fee before the thirtieth (30th) day following the date the said agreement becomes effective.

**ARTICLE XIV - AGENCY SHOP continued**

**E. PAYMENT OF FEE:**

The association shall deduct the fee from the earnings of the employees and transmit the fee to the majority bargaining representative quarterly during the term of this agreement.

**F. ASSOCIATION RESPONSIBILITY:**

The association assumes responsibility for acquainting its members, as well as other employees affected by the representation fee, of its implications and agrees to meet with employees affected upon request to answer any questions pertaining to this provision.

**G. MISCELLANEOUS:**

1. The association shall indemnify, defend and save the Borough harmless against and all claims, demands suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon fair share fee information furnished by the union or its representative.

2. Any action engaged in by the association, its representatives or agents which discriminates between non-members who pay the said representation fee and members with regard to the payment of such fee other than as allowed under law shall be treated as an unfair practice.





**ARTICLE XV**  
**SEPARABILITY AND SAVINGS**

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement, or any application thereof to any employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.



**ARTICLE XVI**  
**FULLY BARGAINED PROVISIONS**

A. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been subject of collective negotiations. The parties acknowledge that during the negotiations that resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective negotiations and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this agreement. Therefore, the Employer and the PBA, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this agreement or with respect to any subject not specifically referred to or covered in this agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the agreement.

B. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.



**ARTICLE XVII**  
**TERM AND RENEWAL**

The terms of this agreement shall be from January 1, 2001 through December 31, 2004 and from year to year thereafter subject to a written notice from either party to the other of the desire to change or amend the agreement. To be effective, such written notice must be received by the other party by no later than one hundred sixty five (165) days prior to the Employers required budget submission date. The foregoing reference is derived from Public Employment Relations Commission Regulation Section 19:16-2.1 and the adoption by the Public Employment Relations Commission of a February 10 required budget submission date for municipalities such as the Employer. In the event of any change in the PERC statute or regulations, this article shall be deemed to have been amended to conform to such change. This agreement only applies to the bargaining unit employees who are on the employers payroll on the date this agreement is signed.


WHEREAS, the parties have hereunto set their hands and seals as of the date and year first above written.

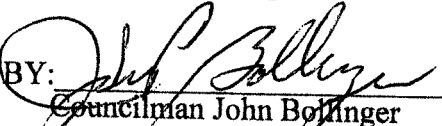
BELLMWR POLICE DEPARTMENT

BELLMWR BOROUGH COUNCIL


BY:   
Sgt. Gordon Muller

BY:   
Mayor Frank Filipek

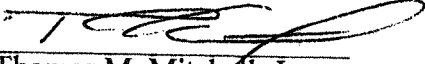
BY:   
Ptl. Jeffrey Vance

BY:   
Councilman John Bollinger

BY:   
Ptl. Michael Ryan

BY:   
Councilman Louis DiAngelo

PBA REPRESENTATIVE

BY:   
Thomas M. Mitchell, Jr  
President PBA Local 375