

AGREEMENT
Between
BOROUGH OF HARVEY CEDARS
And
PBA LOCAL #175

JANUARY 1, 2017 through DECEMBER 31, 2020

Prepared by:

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PBA Local #175

TABLE OF CONTENTS
AGREEMENT BETWEEN BOROUGH OF HARVEY CEDARS & PBA LOCAL #175

	<u>PAGE #</u>
<u>ARTICLE I</u>	
RECOGNITION	1
<u>ARTICLE II</u>	
NEGOTIATION OF SUCCESSOR AGREEMENT	1
<u>ARTICLE III</u>	
GRIEVANCE PROCEDURE	1 - 4
<u>ARTICLE IV</u>	
MEMBER'S RIGHTS	5 - 6
<u>ARTICLE V</u>	
WORK HOURS AND WORK YEAR	6
<u>ARTICLE VI</u>	
OVERTIME, CALL-IN, AND STANDBY	6 - 7
<u>ARTICLE VII</u>	
VACATION	8- 9
<u>ARTICLE VIII</u>	
SALARY	10
<u>ARTICLE IX</u>	
BEREAVEMENT LEAVE	11

ARTICLE X

HOLIDAYS 12

ARTICLE XI

HEALTH CARE INSURANCE 12

ARTICLE XII

SICK LEAVE, PERSONAL LEAVE, AND LEAVE
OF ABSENCE 13 - 15

ARTICLE XIII

PRIVATELY OWNED VEHICLES 15

ARTICLE XIV

UNIFORMS 16

ARTICLE XV

College Incentive 16

ARTICLE XVI

Resignation 17

ARTICLE XVII

No Waiver 17

ARTICLE XVIII

Savings Clause 18

Article XIX

Duration 18

1.

ARTICLE I: RECOGNITION

The Borough of Harvey Cedars hereby recognizes the PBA 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: **The Chief of Police.**

ARTICLE II: NEGOTIATION OF SUCCESSOR AGREEMENT

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 in which this agreement expires. Any agreement so negotiated shall apply to unit employees, be reduced to writing, be signed by the PBA and the Borough, and be adopted by the Borough.

ARTICLE III: GRIEVANCE PROCEDURE

A. Definitions

1. **Grievance:** a "grievance" is a claim by a member or the PBA based upon the interpretation, application, or violation of this agreement, policies, or administrative decisions and practices affecting a member or a group of members.

2. **Aggrieved Person:** an "aggrieved person" is the person or persons or the PBA making the claim.

2.

3. **Party in Interest:** a "party in interest" is the person or persons making the claim and any person, including the PBA 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 that may from time to time arise affecting members. 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. **Level One -- Immediate Supervisor:** A member with a grievance shall first discuss it with his Sergeant or immediate supervisor; either directly or through the PBA's designated representative, with the objective of resolving the matter informally.

3. **Level Two - Chief of Police:** 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 PBA. Within five (5) days after receiving the written grievance, the PBA shall refer it to the Chief of Police.

3.

4. Level Three - Borough: 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 Chief of Police, the PBA shall refer it to the Borough, through the Borough Administrator.

5. Level Four – Arbitration: If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or no decision has been rendered within fifteen (15) days after the grievance was delivered to the Borough, he may request in writing that the PBA submit the grievance to arbitration. If the PBA determines that the grievance is meritorious, it should submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved person.

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

b. The arbitrator's decision shall be in writing, and shall be submitted to the Borough and the PBA, and shall be final and binding on the parties.

c. 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.5a of this article.

4.

d. 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 PBA. Any other expenses incurred shall be paid by the party incurring same.

D. Representation

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 PBA. The PBA 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: Group Grievance

If, in the judgment of the PBA a grievance affects a group or class of members, the PBA may submit such grievance in writing to the Borough directly and the processing of such grievance shall be commenced at Level Three. The PBA 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: MEMBER'S RIGHTS

A. No member 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 Section 5 Disciplinary Regulations of the Harvey Cedars Police Department's Rules and Regulations.

C. Any time a member is called before the Borough Commission regarding any action which could adversely affect the continuation of employment of that member, he / she 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 member 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.

6.

F. Each member 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 member without the officer's knowledge thereof, or without the initials of the member on any copy received from the Borough.

ARTICLE V: WORK HOURS AND WORK YEAR

A. Work Hours

1. In all cases, member's workload 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 VI: OVERTIME, CALL-IN, AND STANDBY

A. Daily Work Hours: 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-in 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 one 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. If an employee chooses compensation time (comp. time) instead of overtime, the time of rate shall be the same as overtime. Comp. time can be sold back up to 100 hours per year. In the employees last year of service, maximum of 100 comp. time hours will be sold back for that year and the remainder of the comp time will be used as time off.

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 of their hourly rate for a minimum of four (4) hours. 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 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.

ARTICLE VII: VACATION

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

1. During the first (1 st) year	No Vacation Earned
2. During the second (2 nd) year through the end of the fourth (4 th) year	80 working hours
3. During the fifth (5 th) year through the end of the ninth (9 th) year	120 working hours
4. During the tenth (10 th) year through the end of the fifteenth (15 th) year	160 working hours
5. During the sixteenth (16 th) year	170 working hours
6. During the seventeenth (17 th) year	180 working hours
7. During the eighteenth (18 th) year	190 working hours
8. During the nineteenth (19 th) year and beyond	200 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 sixty (60) days prior to the requested vacation time.

C. 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.

9.

- D. 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:

	Effective 1/1/2017	Effective 1/1/2018	Effective 1/1/2019	Effective 1/1/2020
1. Probationary Year	\$42,187	\$42,187	\$42,187	\$42,187
2. Patrolman 1st Year	\$47,861	\$48,579	\$49,308	\$49,308
3. Patrolman 2nd Year	\$52,661	\$53,379	\$54,108	\$54,108
4. Patrolman 3rd Year	\$57,461	\$58,179	\$58,908	\$58,908
5. Patrolman 4th Year	\$62,261	\$62,979	\$63,708	\$63,708
6. Patrolman 5th Year	\$67,061	\$67,779	\$68,508	\$68,508
7. Patrolman 6th Year	\$71,861	\$72,579	\$73,308	\$73,308
8. Patrolman 7th Year	\$76,661	\$77,379	\$78,108	\$78,108
9. Patrolman 8th Year	\$81,461	\$82,179	\$82,908	\$82,908
10. Patrolman 9th Year	\$86,261	\$86,979	\$87,708	\$87,708
11. Patrolman 10th Year	\$91,061	\$91,779	\$92,508	\$92,508
12. Patrolman 11th Year	\$95,861	\$96,579	\$97,308	\$97,308
13. Patrolman 14th Year	\$100,661	\$101,379	\$102,108	\$102,108
14. Patrolman 17th Year	\$105,461	\$106,179	\$106,908	\$106,908
15. Sergeant 1-3 Years	\$113,898	\$114,673	\$115,460	\$115,460
16. Sergeant 4th Year & beyond	\$114,952	\$115,735	\$116,529	\$116,529

11.

ARTICLE IX: BEREAVEMENT LEAVE

Each member shall be entitled, in addition to his sick leave and personal time, bereavement leave for each of the following relatives according to the following schedule: Hours used will be based on a 12 hour work day.

1. Tier One: 84 hours
 - a. Spouse
 - b. Child / Step-child
2. Tier Two: 36 hours
 - a. Parent / Step-parent
 - b. Brother / Sister
 - c. Parent-in-Law
3. Tier Three: 24 hours
 - a. Grandparent
 - b. Grandchild
 - c. Son / Daughter-in-Law

In addition to the above, a temporary leave of absence "using sick time" may be authorized by the Chief of Police with the approval of the majority of the Board of Commissioners. "The use of sick time for bereavement shall be no more than 60 hours after the initial bereavement time has been used". The use of sick time for bereavement time must be approved by the Chief, and can be denied for just reason. Bereavement leave will not be taken until the immediate supervisor is notified of the instance of bereavement. The borough may require proof of loss of decedent whenever such requirement appears reasonable. Bereavement leave is specifically provided to allow members time to make necessary arrangements to attend funeral services. Therefore, bereavement leave must include one of the following days and must be consecutive

12.

ARTICLE X: HOLIDAYS

There shall be twelve (12) 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:

- | | |
|---------------------------|----------------------|
| 1. New Years Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Columbus Day |
| 3. President's Day | 9. Election Day |
| 4. Good Friday | 10. Veterans Day |
| 5. Memorial Day | 11. Thanksgiving Day |
| 6. Independence Day | 12. Christmas Day |

Effective 1/1/05, the borough shall make pension payments on the above 12 holidays, thereby making holidays credible salary for pension. Holiday pay shall be for twelve hours of each holiday stated above. Members shall be paid for their holidays in their bi-weekly paycheck. The 13th holiday was given up for the 12 holidays to be credible salary for the pension. If an employee works on the above holidays, that employee will received 12 hours of holiday compensatory time. Holiday time must be used as time off and used within three months of that holiday.

ARTICLE XI: HEALTH CARE INSURANCE

All present employees may choose any available plan within the SHBP for themselves and their families. Employees will pay co-pay as set by the state of New Jersey for health benefits.

13.

Prescription, and dental coverage will be fully paid by the Borough. In addition, the Borough will reimburse prescription eyewear costs up to \$400.00 per year for the employee or covered dependent upon presentation of appropriate documentation.

Should New Jersey Legislation regarding Chapter 78 change over the course of this bargaining agreement, the Borough agrees to open this article for the purpose of renegotiating health care benefits and health care contributions.

Effective January 1st, 2017 Officer will contribute towards the cost of health care premium contributions as set forth in Tier 3 of the 4 year phase-in of Chapter 78 for the duration of this collective bargaining agreement.

ARTICLE XII: SICK LEAVE, PERSONAL LEAVE, AND LEAVE OF ABSENCE

A. Sick Leave

Each employee shall be granted 120 sick hours per year. 96 regular hours shall be accessible for minor illness or injury, and 24 hours shall be set aside for use due to serious injury or illness, this will be called Bank Hours. Accumulated regular sick days shall be capped at 1000 hours. There is no limit on the amount of accumulation of banked days. Said accumulation shall be calculated from the employee's original date of employment. Employees may use their sick hours to care for dependents living at least part-time within the employee's household. Banked time cannot be used to care for family members.

Banked hours accumulated can only be used under the following circumstances:

1. Sick hours must first be used from the 96 hours available of the current year.

14.

2. Once the 96 hours of the current year are used up, the employee can go into the banked days only for injury or serious illness as certified by a doctor. For routine illness or injury, regular accumulated days must be used.

3. Banked time used in excess of 24 hours shall be alternated with accumulated day for a day ratio (12 hours to 12 hours).

4. Banked days cannot be sold back to the Borough at any time.

The banking of 24 sick hours will cease once an employee reaches 20 years of service. At that time the employee shall be granted 120 regular sick hours per year.

5. Banked sick days used during an employee's final year of service must be certified by a doctor's note from an approved list of physicians.

At the end of each calendar year, an employee may elect to sell back to the Borough up to one-half of any unused portion (rounded up to the next higher full day) of the 96 regular hours at the employee's per diem rate of pay. For purposes of sick time sellback, a day shall be computed at eight (8) hours.

Employees who have accumulated 1000 regular sick hours shall either use their regular sick hours during the calendar year in which they are earned or may elect to sell-back all of their remaining regular sick hours for the current year at the employee's per diem rate. The employee may carry 1000 regular sick hours plus one calendar year of sick hours for sell back purchase only.

After 36 consecutive hours 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.

Upon retirement, an employee may sell back to the Borough 60% of their unused regular sick days at the per diem rate. The sum to be paid shall not exceed \$15,000.00 per employee.

15.

B. Personal Leave

1. Personal leave shall be granted for personal, business, or religious observation, according to the following schedule:

- a. During the first (1st) year 10 hours for each three (3) months of completed service
- b. During the second (2nd)
year and beyond. 48 hours

2. 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.

3. 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.

4. Payment from section 3 above shall be paid to each employee during the first paycheck of December.

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 XIII: PRIVATELY OWNED VEHICLES

16.

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 the current IRS approved amount 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 XIV: UNIFORMS

Each member 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. The employer agrees to reimburse each member up to the maximum amount of nine hundred dollars per annum. Said reimbursement shall be used for replacement, maintenance, and cleaning of uniforms and equipment upon submission of a proper voucher.

In addition, the Police Chief reserves the right to increase the allotted amount if he believes the amount shall not enable the member to be in the proper attire.

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.

ARTICLE: XV: COLLEGE INCENTIVE

17.

An employee who has a Masters Degree shall receive \$2,500 in their base salary. An employee who has a Bachelor's Degree shall receive \$1,000 for that degree annually as a stipend to be paid by the first pay period of December. An employee hired after January 1st, 2017 shall not receive \$1,000 annually for a Bachelor's Degree. Employees hired after January 1st, 2017 with a Masters degree shall still receive \$2,500 in their base salary. Employees who attend classes towards a Bachelors or Masters degree shall receive \$700 per class based on the Chief's and Police Commissioner's approval. Employee must maintain a B average in the approved courses.

ARTICLE XVI: RESIGNATION / RETIREMENT

Employees voluntarily resigning or retiring their position with the borough will receive prorated credit / payment for any unused personal, or sick days, based on resignation date. Vacation time is earned from the previous year, therefore vacation is exempt from prorated credit clause. Additionally, the borough may deduct payment for time already used from the employee's final paycheck. The college stipend referenced in Article XV shall be prorated based upon the resignation/retirement date.

Employees resigning their position with the borough for cause shall not be entitled to any vacation, holiday, personal, or sick days during the year of resignation. In the event the employee resigns from their position with cause before the calendar year has concluded, the Borough shall be reimbursed for any prorated time used from the employees final paycheck.

ARTICLE XVII: 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. 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.

ARTICLE XVIII: SAVINGS CLAUSE

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

ARTICLE XIX: DURATION


The duration of this agreement shall be from January 1, 2017 through December 31, 2020, and its terms shall continue in effect until a successor contract is negotiated.

IN WITNESS WHEREOF the parties have hereunto affixed their hands and seal this 2 day of DECEMBER, 2016.

ATTEST:


BOROUGH CLERK


COMMISSIONER, PUBLIC SAFETY


POLICEMEN'S BENEVOLENT ASSOC.,
INC., LOCAL NO. 175

RESOLUTION #2018-137

**AUTHORIZING AN ADDENDUM TO THE HARVEY CEDARS POLICE
DEPARTMENT/P.B.A. LOCAL #175 AGREEMENT AS IT PERTAINS TO THE
SALARY GUIDE**

WHEREAS the current labor agreement between the Borough of Harvey Cedars and the Policemen's Benevolent Association Local 175 was negotiated and ratified on December 20, 2016 for a four (4) year period from January 1, 2017 through December 31, 2020; and

WHEREAS the Board of Commissioners desires to amend said agreement as it pertains to the salary guide.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of Harvey Cedars, County of Ocean, State of New Jersey, that:

1. Addendum #1 for the 2017-2020 Harvey Cedars Collective Bargaining Agreement, a copy of which is attached hereto, and is made a part thereof, is hereby approved by the Borough of Harvey Cedars.
2. The Commissioner of Public Affairs and Safety is hereby authorized to execute same.
3. A certified copy of the resolution and the Agreement shall be forwarded to the Public Employment Relations Commission as per NJSA 34:13A-8.2.

PASSED ON: December 18, 2018

CERTIFICATION

I, Daina Dale, Municipal Clerk of the Borough of Harvey Cedars, County of Ocean, hereby certify that the above is a resolution adopted by the Board of Commissioners at a meeting held on December 18, 2018.



Daina Dale, Municipal Clerk

ADDENDUM #1
To the
2017 – 2020
COLLECTIVE BARGAINING AGREEMENT
Between
BOROUGH OF HARVEY CEDARS
And
PBA LOCAL #175

Article VIII "Salary" is hereby amended by supplementing the following effective immediately:

"Any employee hired after December 15, 2018 shall be hired on a separate base salary of \$33,895 (\$37,414 with holiday). As the employee hits the anniversary date, the employee's base salary shall increase to \$38,152 (\$42,113 with holiday). Upon completion of this current collective bargaining agreement on December 31st, 2020 or the retirement, transfer or resignation of a current borough employee, this addendum shall be null and void and the employee shall be entered upon the current salary guide starting at Patrolman 1st year."

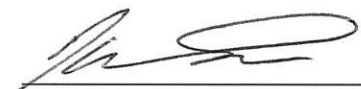
IN WITNESS WHEREOF the parties have hereunto affixed their hands and seal this

18 day of 12, 2018.

ATTEST:


BOROUGH CLERK


COMMISSIONER, PUBLIC SAFETY


POLICEMEN'S BENEVOLENT ASSOC.,
INC., LOCAL NO. 175