

AGREEMENT
Between
BOROUGH OF HARVEY CEDARS
And
PBA LOCAL #175

JANUARY 1, 2009 through DECEMBER 31, 2010

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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.

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.

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.

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 the progressive discipline policy.

Progressive discipline being defined as:

1. Oral Warning
2. Written Reprimand
3. Dismissal

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 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.

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 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.

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 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.

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 <u>01/01/09</u>	Effective <u>01/01/10</u>
1. Patrolman non-academy	37,851	39,441
2. Patrolman academy grad (first year)	43,283	45,101
3. Patrolman second year	48,873	50,926
4. Patrolman third year	56,101	58,457
5. Patrolman fourth year	65,575	68,329
6. Patrolman fifth year	71,816	74,832
7. Patrolman eighth year	76,829	80,056
8. Patrolman eleventh year	82,513	85,979
9. Patrolman fourteenth year	84,700	88,257
10. Patrolman seventeenth year	86,887	90,536
11. Sergeant 1 st thru 3 rd year	93,838	97,779
12. Sergeant 4 th year & beyond	94,707	98,684

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:

1. Tier One: 80 hours
 - a. Spouse
 - b. Child / Step-child
2. Tier Two: 40 hours
 - a. Parent / Step-parent
 - b. Brother / Sister
 - c. Parent-in-Law
3. Tier Three: 20 hours
 - a. Grandparent
 - b. Grandchild
 - c. Son / Daughter-in-Law

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. 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 working days unless otherwise approved as above: date of death; date of interment; any day of viewing; day of religious or memorial service. In no event shall any part of bereavement leave occur more than fifteen (15) days from the date of death.

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. Members shall be paid for their holidays in their bi-weekly paycheck.

ARTICLE XI: HEALTH CARE INSURANCE

A. All present employees may choose any available plan within the SHBP for themselves and their families. The premiums for health benefits, prescription, and dental coverage will be fully paid by the Borough. In addition, the Borough will reimburse prescription eyewear costs up to \$300.00 per year for the employee or covered dependent upon presentation of appropriate documentation.

B. New employees shall be entitled to full health benefits for themselves and their families at the POS or DPP level. An employee may elect any other plan within the SHBP to increase coverage or reduce co pay by paying the additional premium costs in excess of what the Borough is paying.

C. 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.

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

A. Sick Leave

Each employee shall be granted fifteen (15) sick days per year. Twelve (12) regular days shall be accessible for minor illness or injury, and three (3) banked days shall be set aside for use due to serious injury or illness. Accumulated regular sick days shall be capped at 100 days. 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 days 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 days accumulate and can only be used under the following circumstances:

1. Sick days must first be used from the 12 days available of the current year.
2. Once the 12 days 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 days used in excess of 3 shall be alternated with accumulated days on a 1 to 1 ratio.
4. Banked days cannot be sold back to the Borough at any time.

5. The banking of three sick days will cease once an employee reaches 20 years of service. At that time the employee shall be granted fifteen (15) regular sick days per year.
6. 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 12 regular sick days at the employee's per diem rate of pay. For purposes of sick time sell-back, a day shall be computed at eight (8) hours.

Employees who have accumulated 100 regular sick days shall either use their regular sick days during the calendar year in which they are earned or may elect to sell-back all of their remaining regular sick days for the current year at the employee's per diem rate. The employee may carry 100 regular sick days plus one calendar year of sick days for sell back purchase only.

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. 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.

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. 40 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

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. Each succeeding year thereafter 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: RESIGNATION

Employees voluntarily resigning their position with the borough will receive prorated credit / payment for any unused vacation, holiday, personal, or sick days, based on resignation 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. Additionally, the borough may deduct payment for time already used from the employee's final paycheck.

ARTICLE XVI: 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 XVII: 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 XVIII: DURATION

The duration of this agreement shall be from January 1, 2009 through December 31, 2010, 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 _____ day of _____, 2008.

ATTEST:

BOROUGH CLERK

COMMISSIONER, PUBLIC SAFETY

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