

AGREEMENT

Between

BOROUGH OF BEACHWOOD
(Ocean County)

And

NEW JERSEY STATE
POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 253

January 1,2013 Through December 31,2015
Final Agreement - 05/30/13

ORIGINAL "B"

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PREAMBLE

THIS AGREEMENT entered into this ____ day of _____, 2010, by and between the **BOROUGH OF BEACHWOOD**, in the County of Ocean, a Municipal Corporation of the State of New Jersey, (hereinafter referred to as “the Borough”) and the **NEW JERSEY STATE POLICEMEN’S BENEVOLENT ASSOCIATION, LOCAL #253**, (hereinafter referred to as “the PBA” or “the Association”) represents the complete and final understanding on all bargainable issues between the Borough and the Association.

The purpose of this Agreement shall be to set forth herein the negotiable terms and conditions of employment to be observed between the parties hereto and to improve the harmonious relations between the Borough and the Association and to formally set forth the basic understandings relative to terms and conditions of employment.

ARTICLE I

ASSOCIATION RECOGNITION

A. The Borough hereby recognizes Beachwood P.B.A. Local #253, as the sole and exclusive collective negotiating agent and representative as provided for under Chapter 123, L. 1974, (N.J.S.A. 34:13A-1 et seq.) for all full-time police officers employed in the Police Department by the Borough of Beachwood, but excluding the Police Chief, Police Captain, Probationary Police Officers, all civilian dispatchers, craft and clerical employees of said Department , and all other employees.

B. The title “Policeman” or “Police Officer” shall be defined to include the plural as well as the singular and to include males and females, uniformed members and non-uniformed members assigned to plain clothes.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

- A. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties.

- B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

ARTICLE III
MANAGEMENT RIGHTS

A. The Borough of Beachwood 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 activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
2. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Department.
3. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.

B. The Borough reserves unto itself all authority with respect to management of the Department and the direction of the working forces, including the right to hire, promote, demote, suspend, or discharge employees for cause and to manage the Department facilities.

C. In the exercise of the foregoing powers, rights, authorities, duties or responsibilities of the Borough, the adoption of policies, rules, regulations, and practices and the 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 then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

D. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities, and authority under R.S. 40 and 40A, or any other national, state, county, or local laws or regulations.

ARTICLE IV
ASSOCIATION RIGHTS

A. The Borough agrees to make available to the Association all public information in its possession for the Association to represent its members in collective negotiations and grievance handling. At the discretion of the Borough, documents that are provided will be at no expense to the PBA. All requests shall be made through the Police Chief.

B. Whenever the Borough and the Association mutually schedule a negotiating session, grievance meeting, or any other conference or meeting whereby a representative of the Association or any employee is required to participate, said representative(s)/employee(s) shall do so without loss of pay.

C. Upon prior notice to, and authorization by the Police Chief or his designated representative, the designated Association representatives shall be permitted, as members of the grievance committee, to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without the loss of pay, provided, the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty employees. Such authorization shall not be unreasonably denied.

D. During negotiations, the Association representatives so authorized by the Association, not to exceed two (2), shall be excused from their normal duties for such periods

of negotiations during their normal and/or scheduled work shifts as are reasonable and necessary.

E. The Association shall have the use of the bulletin board and mailboxes to contact members of the Association.

F. The Borough agrees to grant the necessary time off without loss of pay to the duly authorized representatives of the Association to attend the State and National Convention of the Patrolmen's Benevolent Association, as provided under N.J.S.A. 11A:6-10 and N.J.S.A. 40A:14-177, which the parties understand will be no more than two (2) officers from this Department.

G. If scheduled to work, the Borough agrees to grant the necessary time off without loss of pay to one (1) member of the Association as delegate to attend the PBA meetings regardless of shift, not to exceed six (6) days in any calendar year, with hour for hour off for one (1) member to attend County meetings.

ARTICLE V
GRIEVANCE PROCEDURE

A. 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 employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. 1. The term “grievance” as used herein, means an appeal by an individual employee or group of employees regarding the interpretation, application, or violation of policies, agreements, and administrative decisions affecting them.

2. No grievance may proceed beyond Step 1 herein, unless it constitutes a controversy arising over the interpretation, application, or alleged violation of the terms and conditions of the Agreement, disputes concerning terms and conditions of employment controlled by statute or administrative regulations, incorporated by reference in this Agreement either expressly or by operation of laws shall not be processed beyond Step 1.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE

The aggrieved or the Association shall institute action under the provisions hereof within fifteen (15) calendar days after the event giving rise to the grievance, has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and his Lieutenant or Police Chief for the purpose of resolving the matter informally. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

STEP TWO

If no agreement can be reached orally within five (5) calendar days of the initial discussion with his Lieutenant, Captain or Police Chief, the employee or the Association may present the grievance in writing within five (5) calendar days thereafter to the Police Chief, or his designated representative. The written grievance at this time shall contain the relevant facts and a summary of the preceding, oral discussion, the applicable section of the contract violated, and the remedy requested by the grievant. The Police Chief or his designated representative will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance.

STEP THREE

If the Association wishes to appeal the decision of the Police Chief, such appeal shall be presented in writing to the Governing Body within ten (10) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Governing Body shall respond, in writing to the grievance within twenty (20)

calendar days of the submission.

STEP FOUR

If the grievance is not settled through Steps One, Two, and Three, either party shall have the right to submit the dispute to arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission (PERC). The costs of the services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring the same.

FINAL AND BINDING ARBITRATION.

1. The parties shall direct the arbitrator to decide, as preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way, the provisions of this Agreement or any amendment or supplement thereto.
3. The decision of the arbitrator shall be final and binding upon the parties.

F. Upon prior notice to and authorization of the Chief of Police, the designated Association representatives shall be permitted as members of the grievance committee to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Beachwood Police Department or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed herein, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

H. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held after the expiration of at least thirty (30) calendar days after the decision rendered by the Governing Body on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

ARTICLE VI

WORK WEEK

A. the normal work day shall consist of not more than eight (8) consecutive hours in a twenty-four (24) hour period, except as otherwise mutually agreed upon by the parties.

B. The normal work week shall consist of forty (40) hours.

C. A seventy-two (72) hour notice is required for any change in shift. If less than required seventy –two (72) hour notice is given, the hours worked within that seventy-two (72) hour period shall be paid at the rate of time and one-half. This provision may be waived by mutual agreement between the officer and the Chief of Police.

ARTICLE VII

OVERTIME

A. Hours worked in excess of those regularly scheduled as provided in Article VI, Work Week, shall be deemed overtime and shall be compensated at one and one-half times the employee's regular rate of pay. If mutually agreed upon between the employee and the Chief of Police, compensatory time at the same rate of time and one-half may be utilized in lieu of pay.

B. Overtime will be worked only when necessary, and the employees are expected to work necessary overtime.

C. Overtime work shall be distributed as equitably as practicable among those who normally do the work.

D. Overtime shall not be worked during any week in which an employee is on vacation, except in an emergency with authorization from the Police Chief.

E. An employee shall not be paid overtime for hours in excess of forty (40) hours unless said overtime was authorized by the Police Chief.

F. Overtime shall be computed to the nearest ten minutes.

G. In the event an employee is called to duty other than his normal assignment for either municipal court appearance, grand jury appearance, or appearance in any court in the State of New Jersey, he shall be paid a minimum of four (4) hours pay at the time and one-half rate.

H. Riot duty as declared in a police emergency, whether in the Borough of Beachwood or anywhere else in the State, in which employees shall be required to participate shall be paid in the following manner:

1. For standby at Police Headquarters and prepared for actual service, employees shall be paid time and one-half their regular rate based on actual standby duty time.
2. Employees engaged in the actual quelling of a declared riot shall be compensated at twice their regular rate of pay.

I. Officers called into work the necessary overtime will be paid not less than three (3) hours irrespective of the time worked.

ARTICLE VIII

VACATION LEAVE

A. Vacation leave with pay shall be earned at the rate of one (1) working day of leave for each full calendar month of service during the remainder of the calendar year following the date of appointment. Permanent part-time employees shall receive allowance on a prorated basis.

Vacation Leave

1 Year through 4 Years Service.....	12 Working Days Leave
4 Years 1 Day through 9 Years.....	17 Working Days Leave
9 Years 1 Day through 14 Years.....	22 Working Days Leave
14 Years 1 Day +	25 Working Days Leave

B. Vacation leave must be taken during the current calendar year as such time is permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused leave may be carried forward into the next succeeding year only.

C. Vacation leave with pay must be requested in writing at least twenty-four (24) hours in advance except in extenuating circumstances.

D. Employees will, with due consideration of the needs of the Borough, be permitted to take their vacation leave at times they request. However, all vacation leave

dates must be approved by the Police Chief or his duly designated representative.

E. Vacation Leave shall be pro-rated for any employee who retires prior to July 1.

Employees who retire subsequent to July 1 shall receive their total annual allotment.

ARTICLE IX

HOLIDAYS

A. The following are recognized as legal holidays:

New Year's Day

Labor Day

Martin Luther King Day

Columbus Day

Lincoln's Birthday

Election Day

Washington's Birthday

Veterans Day

Good Friday

Thanksgiving Day

Day after Thanksgiving Day

Easter Sunday

Memorial Day

Christmas Eve

July 4th.

Christmas Day

New Year's Eve

B. Employees shall be paid double time for the 17 holidays listed above. One day in the paycheck in which the holiday falls, and one day in a separate check in the first pay in November.

C. Employees shall be paid double time and one-half their hourly wage for Christmas, Thanksgiving, Easter, Good Friday, Memorial Day, July 4th, Labor Day, and New Year's Day if worked. One day and ½ in the paycheck during which the holiday falls.

D. If an employee elects to take the holiday off, a vacation day will be used. If an employee is sick during a holiday, a sick day is used. If an employee is on vacation, a vacation day is used. In essence, there is no Holiday Leave; it is either vacation or sick.

ARTICLE X

SICK LEAVE

A. During the first year of employment only, full-time police officers shall be entitled to and accrue one (1) sick day per month during the remainder of the first calendar year of employment after initial appointment. Thereafter, sick leave shall accrue on the basis of fifteen (15) days per year, per officer, and shall accumulate from year to year.

B. Part-time permanent employees shall be entitled to sick leave as established on a pro-rated basis of one working day per month.

C. If an employee is absent for reasons that entitled him to sick leave, his supervisor shall be notified promptly at least two (2) hours prior to the employee's starting time.

D. Failure to so notify his supervisor may be the cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

E. Absence without notice for five (5) consecutive days shall constitute a resignation under Section 15.12 (Resignation) of the N.J. Department of Personnel Rules.

F. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

1. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.

2. The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave will be cause for disciplinary action.

G. In case of leave of absence due to exposure to contagious disease, a certificate for the Department of Health shall be required.

H. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the Borough, by a physician designated by the appointing authority. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health or safety of other employees.

I. Upon the retirement of an employee, the Borough shall pay the employee for all his accumulated sick leave that he has earned while he was in the Borough employment up to

a maximum payment of twenty-three thousand five hundred (\$23,500.00) dollars.

The Borough shall have the option of purchasing an annuity contract which shall provide the retiring employee with the option of receiving either a lump sum or two (2) or three (3) year pay out.

ARTICLE XI
BEREAVEMENT LEAVE

A. Each employee shall be granted seven (7) days leave with pay in the event of the death of a spouse or child. Four (4) days leave with pay in the event of the death of a parent, brother, sister, grandparent, grandchild, aunt, uncle, in-law or step-parent occurrence. In the event the deceased is a spouse or child of the employee, the employee may opt to take two (2) additional weeks chargeable as sick leave.

B. In the event that the funeral occurs outside the State of New Jersey, a maximum of three (3) additional days off shall be granted in the event of the death of a parent, child, brother, sister, step-parent/child or spouse.

C. In the event of a multi-death, a maximum of seven (7) bereavement days shall be granted per occurrence.

D. Such leave shall be separate and distinct from any other leave time.

E. All such leave shall not be taken until the immediate supervisor is notified of the instance of bereavement.

ARTICLE XII
ADMINISTRATIVE LEAVE

A. All permanent employees shall be granted up to four (4) days leave with pay per year for personal reasons, which shall not be charged against annual leave or any other leave.

B. Unused administrative leave shall not accumulate from year to year.

C. An officer shall provide advance notice to the officer in charge or the Police Chief, whenever possible, of the intention to take an administrative leave day. Administrative leave may be utilized by an officer for personal reasons, except that it is understood that it shall not be used due to the requirements of a second job. Administrative leave is not subject to the approval by the officer in charge or the Police Chief, except during a period when a police emergency has been declared, or when, in the opinion of the Chief or officer in charge, taking the leave day would create manpower shortage.

ARTICLE XIII

MATERNITY LEAVE

A. Permanent employees in the Borough's service who shall have passed their working test period will be granted leave during the time prior to the expected date of delivery and for one (1) month after the actual date of delivery on presentation of a doctor's certificate setting forth the necessity therefore.

B. Earned and accumulated sick leave and accumulated vacation leave may be used for maternity leave, at the employee's own discretion.

C. Maternity leave granted in excess of sick leave or accumulated vacation leave shall be without pay.

D. A husband shall be permitted to use vacation, personal days, or sick time as leave.

ARTICLE XIV
MILITARY LEAVE

A. A permanent employee who is a member of the National Guard, Naval Reserve, or Naval Militia, or of a reserved component of any of the armed forces of the United States, and who is required to undergo annual field training or annual active duty for training, or any required drill participation shall be granted a leave of absence with pay for such period as provided by regulation.

B. Such leave shall be in addition to a regular vacation leave provided the employee presents the official notice from his commanding officer to the effective date of such leave.

ARTICLE XV

INJURY LEAVE

A. If an employee is injured during the performance of his duty he shall receive Workers' Compensation in accordance with Workers' Compensation Insurance Regulations.

B. If an employee is injured during the performance of his duty, he shall be granted an injury leave with full pay for a period of up to six (6) months.

C. The Borough, at its option, upon application by the employee and certification by the Borough approved physician, may extend the injury leave period to a maximum of six (6) additional months. The physician must certify that the employee is incapable of performing his duties as a police officer for the period of time for which the extension is requested. The granting of said extension by the Borough shall not be unreasonably denied. During the period of injury leave, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Borough.

D. Any officer out on a job related disability shall continue to accrue all benefits due (such as holidays, vacation days, sick days, etc.)

ARTICLE XVI

JURY DUTY

A. All employees covered by this agreement who are ordered to report for Jury Duty shall be granted a leave of absence from his/her regular duties during the actual period of such jury duty and shall receive for such period of jury duty an amount equal to the difference in his regular pay up to a maximum of two (2) weeks. In the event an employee is required to participate on jury duty for a period in excess of two (2) weeks, such employee shall secure from the appropriate judge a letter to that effect.

ARTICLE XVII
LEAVE OF ABSENCE

A. A leave of absence without pay, for cause, may be granted at the sole discretion of the Borough.

B. A request for a leave of absence without pay shall be presented to the Police Chief in writing.

C. A leave of absence shall not exceed six (6) months. It may be renewed not more than one (1) time for an additional period not to exceed six (6) months

D. An employee who fails to report to work the first work day after the expiration of his leave of absence without pay shall be considered to have resigned.

E. An employee may be required to submit to a physical examination by the Borough Physician at the expense of the municipality before returning from a leave of absence.

ARTICLE XVIII

WAGES

- A. 1. Effective January 1, 2010, and retroactive to that date, the salary for each patrol classification shall be increased by two and one-half percent (2.5%) over the 2009 salary.
2. Effective January 1, 2011, the salary for each patrol classification shall be increased by two and one-half percent (2.5%) over the 2010 salary.
3. Effective January 1, 2012, the salary for each patrol classification shall be increased by two and one-half percent (2.5%) over the 2011 salary.

**SALARY GUIDE
(Officers Hired before January 01, 1993)**

<u>Classification</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Seventh Year	\$89,076	\$90,857	\$92,674
Sergeant (+10%)	\$97,985	\$99,945	\$101,944
Lieutenant (+10%)	\$107,784	\$109,940	\$112,139

SALARY GUIDE
(Officers Hired after January 01, 1993)

Classification	2013	2014	2015
Academy	\$34,695	\$35,389	\$36,097
First Year	\$43,100	\$43,962	\$44,841
Second Year	\$47,020	\$47,960	\$48,919
Third Year	\$52,894	\$53,952	\$55,031
Fourth Year	\$58,771	\$59,946	\$61,145
Fifth Year	\$66,610	\$67,942	\$69,301
Sixth Year	\$74,447	\$75,936	\$77,455
Seventh Year	\$83,057	\$84,718	\$86,412
Sergreant (+ 10)	\$91,362	\$93,189	\$95,053
Lieutenant (+10)	\$100,498	\$102,508	\$104,558

NEW HIRE: While in Academy Training, the New Hire shall receive "Single" coverage

Health Care Benefits. After successful completion of the Academy, the employee will be eligible to receive "Full Coverage" for self and dependants where applicable.

*Upon completion of Academy Training employee will move to First Year Officer Step.

B. Detectives shall be compensated in the step of their actual rank and classification, and in addition thereto shall receive an additional 3% added to their salary effective January 1 of each year.

C. The Police Chief, with the approval of the governing body, may place new employees on the classification scale as they deem in the best interest of the community with credit being given for prior service.

D. Newly hired police officers shall be moved to the second year classification as of the first January 1st. after their initial hire; and shall move to the next succeeding classification on January 1st. of each year thereafter.

E. It is recognized that all officers may be required to be “on-call” throughout the year and that during said “on-call” time, the officer is free to conduct his/her normal everyday activities, except that he/she must be able to report for duty immediately or within a short time frame. In recognition of being “on-call”, every employee will receive an annual stipend for being “on-call” in the amount of three hundred dollars (\$300.00). Such stipend shall be paid to each employee on or before December 1 of each year. Employees shall receive the total stipend and receive a 1099 form for tax purposes at the end of each year.

F. Payment for Special Details

Any special detail, including but not limited to traffic, security, athletic and community events, but not including events for which the Borough is not reimbursed, will be paid at \$70.00 per hour if the assignment is voluntary. The rate for any special details that are for any functions/activities under the direction of the Beachwood Borough Board of Education shall be at \$35.00 per hour. Such rates shall be effective as of the date of the signing of this Agreement. If an officer is ordered to work, he shall receive his regular overtime rate of pay or the amount specified above whichever is greater. An additional \$10.00 per hour shall be added for any special details that fall between 7:00 p.m. and 7:00 a.m. Full time regularly appointed police officers covered under this Agreement shall have the right to notice of and first refusal of all such special details.

ARTICLE XIX

HOSPITALIZATION AND MEDICAL INSURANCE

A. The Borough shall maintain, at no cost to the employee, hospitalization and major medical coverage provided by the Blue Cross/Blue Shield program for employees and their dependents in effect as of September 1, 2006. It is understood by the parties that the employees will be subject to any contributions pursuant to any mandates by the State of New Jersey.

B. Coverage shall include but not be limited to:

1. Hospital room and board and miscellaneous costs.
2. Outpatient benefits.
3. Laboratory fees, diagnostic expenses and therapy treatments.
4. Maternity costs.
5. Surgical costs
6. Major-Medical coverage.

C. Specific details are contained in the master policies and contracts on file in the office of the Borough Clerk.

D. For each officer who remains in the employment of the Borough for a full year, the Borough shall make payments of insurance premiums on life insurance coverage for a full twelve (12) month period at an amount three (3) times the annual salary of said employee with the Borough paying fifty (50) percent of the premium charged for such coverage.

E. The Borough will also provide what is commonly known as false arrest insurance with punitive damage coverage and separate principal coverage at no cost to the employee.

F. The Borough agrees to provide, at no cost to the employee, a Family Dental Plan as follows:

*CO-PAYMENT PREVENTIVE AND DIAGNOSTIC 70/100%

REMAINING BASIC BENEFITS 70/100

CROWNS, INLAYS AND GOLD RESTORATIONS 70/100

PROSTHODONTIC BENEFITS 50/100

ORTHODONTIC BENEFITS (child only) 50/50

*INCENTIVE PLAN

G. The Borough shall maintain, at no cost to the former employee, all coverages provided in Section A of this Article, should the employee be terminated due to a job related disability. It is understood that all former employees receiving benefits as of January 1, 2010, will be “grandfathered” and will continue to receive those levels of benefits. Employees entitled to begin receiving benefits subsequent to January 1, 2010 will receive the same benefits as provided for active employees.

H. Each employee shall receive the following Medical Bank that will pay six hundred dollars (\$600.00) per employee family for any medical coverage. This coverage shall include, but not be limited to optical, dental, medical, prescriptions and other additional medical expenses not covered by hospitalization and medical insurances. The employee can carry over and unused balance to the following year from the previous year. [only]

I. Opt-Out Provision

1. Within the regulations of the carrier, the Borough agrees to establish a Section 125 (I.R.S. Code) Plan for the purpose of making available a cash option. If an employee selects the cash option, it shall be included in the employee's gross income as compensation. If an employee selects the insurance coverage, the value of such coverage is excludable in the employee's gross income as compensation.

a. An employee otherwise entitled to health insurance coverage shall have the option to voluntarily not participate in any or all such plans, including Prescription and Dental and withdraw from any such coverage. It is understood that the decision to exercise this option rests solely with the employee. In the event an employee makes such election, the Board shall compensate such employee [not to exceed 50% of the amount or \$5,000.00 which ever is less]. (P.L. 2010, c.2, s11, s18) - Such cash payment shall be in form of a stipend and shall be paid in two (2) equal installments, the first on February 1st and the second on July 1st of the calendar year in which the non-participation occurs.

b. In order for an employee to be eligible to elect this cash option, for the health insurance plan as per Section A above, an employee must provide documentation to the Borough that they are covered under an alternative health insurance plan.

c. All withdrawals shall be for a full year (January 1 through December 31). Written notification of an employee's intent to elect this withdrawal option must be filed with the Borough during the normal re-opener period. Employees may either re-elect the option of withdrawal during each re-opener period or elect to re-enroll in the insurance plan(s) offered by the Borough. Prior to each re-opener period, the Borough's insurance carrier and/or representative shall hold a meeting with employees considering to elect to withdraw from the Borough's insurance plan and shall apprise them of any and all benefits and/or risks involved should the employee elect such waiver.

2. Notwithstanding the above, an employee who has a change in status (e.g. termination of employment, death, separation, divorce, etc.) which causes the employee to lose his/her alternate health insurance coverage shall be entitled to re-enroll in the health plan during the year provided the employee provides the Borough with notice of the change of status within sixty (60) days of the event causing such change. The Borough's obligation for the cash option shall be prorated for the employee subject to a change in status. If the Borough's health plan does not accept the employee, the Borough will find a comparable plan and pay the premium up to the current amount paid for employees in the Borough's plan. Additional costs above the current cost incurred will be the responsibility of the employee. The employee will be re-enrolled in the Borough's plan at the first permissible date.

4. Such Opt-Out Plan shall provide at no additional cost to the employee, a Flexible Spending Account (FSA). The option of enrolling in the FSA shall be that of the employee.

5. Return to the insurance plan(s) for reasons other than a change in status is subject to the terms of the carrier.

J. Change of Carrier

1. The Borough reserves the right to change Health Insurance Carriers and/or Plans as long as the level of benefits and administration of the replacement Plan(s) are equal to or better than the Plan(s) in effect on December 31, 2005.

2. **This contract may be opened during its term ONLY for the purpose of re-negotiating any changes, modifications, etc pertaining to Health Insurance Carriers and/or Prescription Plans.**

ARTICLE XX

UNIFORMS

A. The Borough shall supply police uniforms and all accessories to new police officers.

Full time Police Officers will be issued a Bullet Proof Vest with the initial issue uniforms .

B. All employees shall receive an annual clothing and maintenance allowance as follows:

2013.....Seventeen Hundred Dollars (\$1,700)

2014.....Seventeen Hundred Dollars (\$1,700)

2015.....Seventeen Hundred Dollars (\$1,700)

C. These allowances shall be paid no later than May 1st.of each year.

ARTICLE XXI

EDUCATION

A. The Borough agrees to pay each employee of the Police Department, in addition to this annual salary, an educational incentive based upon the following table:

Associate's Degree\$600.00

Bachelor's Degree..... \$800.00

Master's Degree..... \$900.00

B. Additional compensation for advanced educational degrees shall be paid upon the conference of such degree and subsequent annual compensation shall be made on the pay date nearest June 1st. of the next and subsequent calendar year.

C. For all employees covered by this Agreement, the Borough will pay the costs of tuition and required textbooks for courses taken in college approved courses leading to a job related degree.

D. Reimbursement for tuition shall be made by the Borough to the employee after the Employee has furnished the Borough with proof that he satisfactorily completed the approved course of study.

ARTICLE XXII

SUSPENSION

A. It is agreed between the Borough and the Association that if an officer is suspended for any action other than disciplinary violation, he shall continue to receive pay and perform those duties as prescribed by the Police Chief until such time as there is disposition of the matter.

ARTICLE XXIII

BULLETIN BOARD

A. The Borough will provide a bulletin board in a conspicuous location in the Police Headquarters for the use of the Association in posting notices concerning Association business and activities.

ARTICLE XXIV
PERSONNEL FILES

A. Upon prior request and authorization by the Police Chief or his designate, employees shall have the right to inspect and review their individual personnel file.

B. The Borough recognizes and agrees to permit said review and examination at reasonable times.

C. Employees shall have the right to define, explain, or object in writing to anything found in their individual personnel file. This response shall become a part of the employee's individual personnel file.

D. The employee will receive copies of any written reprimands, performance evaluations, or work commentaries placed in the employee's file. The employee's signature signifying knowledge of these documents may be required at the discretion of the Police Chief or his designee.

ARTICLE XXV

MUTUAL COOPERATION PLEDGE

A. It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

B. The Association covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize, 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 an 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 or employment) work stoppage, slowdown, walkout, or other job action against the Borough.

C. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned.

D. In the event of a strike, slowdown, walkout, or job action, participation in any such activity by a member of the Association shall entitle the Borough to take appropriate disciplinary action including the possibility of discharge in accordance with applicable law.

E. Nothing contained in the Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such 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 Association or its members.

ARTICLE XXVI

NON-DISCRIMINATION

A. The Borough and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.

B. The Borough and the Association agree that all police officers covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE XXVII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement is held to be invalid by operation of law by any court or other tribunal of competent jurisdiction, then such provision and application shall be deemed inoperative; however, all other provisions contained herein shall continue in force and effect and shall not be affected thereby

ARTICLE XXVIII

MAINTENANCE OF BENEFITS

A. All terms and conditions of employment including any past or present benefits, practices or privileges which are enjoyed by the employees covered by this Agreement that have not been included in this Agreement, shall not be reduced nor eliminated and shall be continued in full force and effect [unless otherwise agreed by the parties]

ARTICLE XXIX

DURATION

THIS AGREEMENT shall be in full force and effect as of January 1, 2013 and shall remain in effect through and including December 31, 2015 without any re-opening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than ninety (90) days prior to the expiration of this Agreement of a desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

10th day of June 2013

FOR THE BOROUGH:

FOR THE ASSOCIATION:



Ronald Roma, Mayor



Sean Langan President



Edward Zakar, Council President



Keith Meissner Vice President

Gregory Feeney, Councilman



Adam Griesmer Treasurer

Attested to by June 10, 2013


Elizabeth A. Mastropasqua RMC/CMC
Municipal Clerk

RESOLUTION
#2013-181B

TO Approve the contract between the Borough of Beachwood and Beachwood PBA #253 and to authorize the Mayor and Clerk to execute on behalf of the Borough.


Elizabeth A. Mastropasqua RMC/CMC
Municipal Clerk

Certified as adopted May 15, 2013