

AGREEMENT BETWEEN THE BOROUGH OF AVALON

AND

THE AVALON POLICE ASSOCIATION

EFFECTIVE DATES

JANUARY 1, 2021 TO DECEMBER 31, 2023

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**ARTICLE 1**  
**DECLARATION OF INTENT**

It is the intent of the parties hereto to be bound by this Agreement during its term, subject to any price and wage control that may be imposed by State or Federal laws. If State or Federal restrictions are lifted, this Agreement shall be in full force and effect as written and shall be interpreted then in accordance with State and Federal laws and regulations.

**ARTICLE 2**  
**RECOGNITION**

The Borough recognizes the Avalon Police Association as the employee organization to be the exclusive bargaining representative for all full-time lieutenants, full-time sergeants, and full-time police officers.

**ARTICLE 3**  
**TERM**

A. **DURATION** The Term and effective enactment date for purposes of retroactivity of this Agreement (herein called the Current Contract Term) begins January 1, 2021 and expires December 31, 2023. The Borough and the Avalon Police Association may, by a duly executed extension agreement, provide for the extension of the term to a later expiration date.

B. **MUTUAL RESPECT** Any subjects on which Act 111 may specifically require discussions during the contract term, the parties agree that the only negotiations, upon which either party may insist between the date of this Agreement and the expiration of the Current Contract Term, are negotiations of an agreement for the subsequent term. The effect is that neither party has the right to insist upon negotiations of proposals, which, if approved, would act to amend or modify this Agreement, to make a deletion therefrom or to provide additional terms and conditions.

C. **NOTICES** Any notices provided for in this Agreement shall be addressed as follows:

Notices to the Borough:	Borough of Avalon 640 California Avenue Pittsburgh, PA 15202
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With a copy to the Solicitor:	Solicitor, Borough of Avalon 640 California Avenue Pittsburgh, PA 15202
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Notices to Police Association:	Avalon Police Association 640 California Avenue Pittsburgh, PA 15202
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D. **NEGOTIATIONS FOR SUBSEQUENT CONTRACT TERM** Negotiations for a subsequent Contract Term shall be governed by the rules as set forth in Act 111 of 1968.

**ARTICLE 4**  
**MANAGEMENT**

The operation and direction of the Avalon Borough Police Department remains vested in the Mayor of the Borough and the Town Council of the Borough as provided by the laws of the Commonwealth of Pennsylvania except as to certain terms and conditions that are expressly provided for in this Agreement.

**ARTICLE 5**  
**NO STRIKE – NO LOCKOUT**

- A. **RESPONSIBILITY OF POLICE:** During the Current Contract Term, no member of the bargaining unit shall, either individually or as a part of a concerted action, engage in a strike or picketing as those terms are used in Act 111.
- B. **RESPONSIBILITY OF THE BOROUGH:** During the Current Contract Term, the Borough shall not institute a lockout.



**ARTICLE 6**  
**PROTECTION OF PENNSYLVANIA STATUTORY LAW**

The parties have not included in their collective bargaining those provisions of the Pennsylvania Statutory Law that establish wages, hours, and other terms and conditions of employment and which, but for such statutory enactments, would be subjects of compulsory collective bargaining under the terms of Act 111. Although some matters provided for by statute are briefly referred to in this Agreement, it is the intention of the parties to avoid incorporating statutory provisions as terms of this Agreement. This exclusion does not detract from the continuing commitment of the parties to adhere to those provisions of the Pennsylvania Statutory Law which governs the rights, duties and immunities of the parties and of the police and which Act 111 has not repealed. Accordingly, when terms and conditions of employment of police, or minimum standards are mandated by statute, such terms, conditions, and standards, though not part of this Agreement, will be observed.

All full-time police officers will be hired through the Civil Service Commission, in accordance with the Pennsylvania Borough Code.

**ARTICLE 7**  
**DISCRIMINATION**

There shall be no discrimination because of religious or political opinions, beliefs, or affiliations, or because of race, color, sex, sexual orientation, gender identification, creed or national origin in the recruitment, promotion, discipline, or dismissal or treatment of police.

**ARTICLE 8**  
**GRIEVANCE PROCEDURE**

**DEFINITION:** The term grievance shall mean any matter involving the interpretation of this Agreement, and shall also include all matters of discipline and proceedings under the Heart and Lung Act. When two or more police officers have a common grievance, then one grievance may be filed on behalf of all police officers of the Avalon Police Association and it shall be designated as a "*Group Grievance*".

**PROGRESSION:** Grievances shall be disposed of in the following manner:

- i. **STEP ONE:** The police officer, either alone or accompanied by a member of the Avalon Police Association, or the Avalon Police Association itself, shall present the grievance in writing to the Mayor of the Borough, or Mayor Designee, within fifteen (15) days of its occurrence or knowledge of its occurrence. The Mayor shall report his decision in writing to the police officer and/or the Avalon Police Association within three (3) days after the regularly scheduled Safety Committee meeting. The Mayor and Safety Committee may request the police officer and/or a representative of the Avalon Police Association to attend the Safety Committee meeting to discuss the grievance. An attorney may accompany the police officer and/or the Avalon Police Association.
- ii. **STEP TWO:** In the event that the grievance has not been satisfactorily resolved in Step One the police officer or the representative of the Avalon Police Association may initiate an appeal by serving upon the President Borough Council a notice, in writing, of his intent to appear before the entire Borough Council at their next regular scheduled council meeting. Within seven (7) days following the council meeting, a decision, in writing, on the appeal of the grievance shall be provided to the police officer and/or the Avalon Police Association.

- iii. **STEP THREE:** In the event the grievance has not been satisfactorily resolved in Step Two, the police officer or the representative of the Avalon Police Association shall within seven (7) days, request the Commonwealth of Pennsylvania Department of Labor and Industry, Bureau of Mediation to submit a list of three (3) possible arbitrators. The parties shall meet within seven (7) days of the receipt of said list for the purpose of selecting an arbitrator by alternating striking one name from the list, until only one name remains. The parties shall alternate who strikes the first name.

The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement, or of any other arbitration awards. The arbitrator shall confine himself to the precise issues submitted for arbitration. The arbitrator has no authority to determine any other issues not submitted to him.

The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall be requested to issue his decision within thirty (30) days after the hearing.

All of the time limits contained in this article may be extended by mutual agreement.

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

An aggrieved member and Avalon Police Association representative and a reasonable number of witnesses shall be granted reasonable time during work hours to process grievances in accordance with this section without loss of pay or leave time.

**ARTICLE 9**  
**RESIDENCY**

Police shall live within a twenty (20) air mile radius of the Borough of Avalon. In return, however, no police officer so residing outside the Borough of Avalon shall be picked up by police vehicle except when authorized by the Mayor.

**ARTICLE 10**  
**PENSION AND RETIREMENT COMMITTEE**

The Borough agrees to maintain a Police Pension Plan in accordance with the Act of May 29, 1956, PL (1955) 1804, No. 600, *as amended*, 53 P.S. 767-778 commonly known as **ACT 600**.

The Police Pension Plan shall include:

- A. **Vesting** after 12 full years of service.
- B. **Full Retirement** at 55 years of age with 25 years of full service.
- C. **Early Retirement** with 20 full years of service. Partial benefits to be figured in accordance with Act 600 and pursuant to Act 24 of 1998.
- D. **Final Average Monthly Salary** calculation to be determined averaging the last 36 months of employment.
- E. **Social Security Offset** of 0%.
- F. **Service Increment** of \$100 per month after 26 full years of service.
- G. **Cost of Living** in accordance with Act 600.
- H. **Survivor's Benefits** in accordance with Act 600 and agreed upon by the Avalon Police Association and the Borough of Avalon.
- I. **Employee Contribution** will be 5%. During each year of the agreement the Borough of Avalon will have an actuarial study performed to see if the employee contribution to the police pension can be reduced or eliminated without harming the funds, assets, and stability.
- J. **Disability Benefit** in accordance with Act 600 as defined in the Police Pension Plan.
- K. If an officer is going to retire, the officer must notify the Borough of Avalon six (6) months preceding his retirement for the purpose of budgeting.

The Borough will accept a representative of the Avalon Police Association to serve on the Police Pension and Retirement Committee. The Avalon Police Association shall make known its representative to the Borough of Avalon.

The Borough agrees to provide the representative of the Avalon Police Association with all documents and correspondence in relation to the Police Pension Plan.

**ARTICLE 11**  
**TEMPORARY PROMOTIONS**

It is agreed that if any full time police officer is assigned as an Acting Sergeant or if any full time police officer is assigned as Acting Chief, the officer shall be paid the higher rate of pay of that job classification so long as the officer fulfills the responsibilities of the higher position. The Mayor must approve any such temporary promotion before it becomes effective.



**ARTICLE 12**  
**CLOTHING ALLOWANCE**

The Borough agrees to provide to each full-time police officer the sum of six hundred dollars (\$600.00) per year for uniform allowance for each year of the contract. The clothing allowance shall be reimbursable by original receipts, submitted for payment as purchased, at monthly council meetings. All receipts for the calendar year's purchases must be submitted for reimbursement by December 1. All purchases made through a Borough purchase order, i.e. billed directly to the Borough for payment, must be completed before December 1 to allow for payment before December 31. Officers are responsible for tracking their own expenses throughout the calendar year. Clothing allowance for police officers not able to report for duty because of illness, injury, or leave of absence, shall be reduced by one-twelfth (1/12<sup>th</sup>) of the yearly allowance for every full calendar month of absence.

The Borough agrees to supply each newly hired full-time officer with a type of bulletproof vest approved by the Chief of Police and the Public Safety Committee. The Borough will provide each newly hired full time officer with that year's uniform allowance at the time of hire.

The Borough agrees to replace any piece of uniform item which becomes damaged while the officer is on duty as a result of said officer performing his/her duty, and at no expense to the officer. This is not to include any normal wear and tear of uniform pieces stated above. In the event there is reimbursement by the party causing said damages, and the Borough has already reimbursed the officer, any reimbursement by the defendant shall be paid to the Borough. There shall be no duplication of reimbursement to the officer.

**ARTICLE 13**  
**COMPENSATION FOR COURT APPEARANCES**

An officer attending a preliminary hearing(s) at the District Justice, when off-duty, shall be paid at time and one-half (1½) the officer's hourly rate for the time spent at the District Justice's office with a minimum of two (2) hours pay. An officer attending a District Justice's hearing(s), or when filing charges to procure a warrant for arrest or search, when off duty, shall be paid two (2) hours' pay at time and one-half (1½) the officer's hourly rate for summary hearings or complaints filed. If a court session exceeds two (2) hours, the officer will be paid for time spent.

No compensation for appearances at court sessions, hearings, or meetings shall be due when officers are on duty during the time required.

Appearances at Common Pleas Court, Juvenile Court, Mental Health Court, or Appeals Court will be paid three (3) hours' pay at time and one-half (1½) the officer's hourly rate. If court exceeds three (3) hours, the officer will be paid for time spent.

All court slips are to be submitted for payment during the last pay period of the quarter of the appearance, in March, June, September and December.

The Borough agrees to pay for parking for each court appearance when parking fees are charged. The Officer agrees to provide a parking receipt. Parking receipts shall be submitted during the last pay period of the quarter, in March, June, September and December for the current quarter.

**ARTICLE 14**  
**SCHOOLING**

The Borough agrees to send any officer, but no more than two officers at any given time, to a police school approved by the Mayor of the Borough. Each full-time officer shall be entitled to no less than one school per calendar year. All locally available schools shall be conspicuously posted. Upon completion of school, the officer will receive the original certificate, and a copy of the certificate will be placed in the officer's personnel file.

Any officer attending any of the above mentioned schools shall receive straight time pay, not to exceed eight (8) hours per day, for the time said officers are in attendance. Said school time is not to be considered vacation time. The Borough agrees to pay the expenses of the police officers, up to the sum of two hundred and fifty dollars (\$250.00) per officer.

Police officers wishing to attend schooling other than the schooling under the Police Training Act shall be automatically assigned by the Mayor, without written request, to school with consideration of the needs of the department and the officer.

The Borough also agrees to pay travel mileage at the rate established by the IRS at the time of usage, and meal allowance for appearances at police schooling if the Mayor or the Chief of Police grants prior approval.

**ARTICLE 15**  
**HOLIDAYS**

A. The following are paid holidays for all police officers:

HOLIDAY	2021	2022	2023	HOLIDAY	2021	2022	2023
News Years Day	1/1	1/1	1/1	Independence Day	7/04	7/04	7/04
Martin Luther King	1/18	1/17	1/16	Labor Day	9/6	9/5	9/04
President's Day	2/15	2/21	2/20	Veteran's Day	11/11	11/11	11/11
Good Friday	4/2	4/15	4/7	Thanksgiving	11/25	11/24	11/23
Easter	4/4	4/17	4/9	Christmas	12/25	12/25	12/25
Memorial Day	5/31	5/30	5/29				

All the above holidays shall be observed on the above-enumerated days.

B. Police shall be paid for the holiday if they work on the regular workday preceding and the regular workday following the holiday.

1. Police officers receiving workers' compensation and who are unavailable to work on a holiday shall be considered as scheduled off on that holiday and compensated as if a regular forty (40) hour week.
2. Police officers scheduled to work on a holiday and who report off sick for a legitimate reason, or who are on sick leave, will be considered as scheduled off on that holiday and compensated as if a regular forty (40) hour week. A sick day will not be deducted from this officer's sick leave time for this legitimate absence.

C. No police officer in the service shall be expected to work on the designated holidays except when it is necessary to meet operating requirements and to maintain essential service. Necessary adjustments in the police department schedule shall be made by the proper official to provide full police protection on the holidays. If the police officer is scheduled, or does in fact work on a holiday, the officer shall receive the day's pay for the holiday, and shall be paid for any hours actually worked at time and one-half (1½) the regular rate of pay.

- D. Each officer shall be entitled to four (4) personal holidays, at a rate of 8 hours straight pay, during each calendar year of the contract. The selection of the day will be subject to the approval of the Chief of Police.
- E. If an officer is scheduled off on a holiday, and is called to work a shift, the officer shall receive an additional compensation of four (4) hours at straight pay, in addition to holiday rate of pay.
- F. Manpower requirements for holidays is as follows:
  - A.M. - One (1) officer
  - P.M. - Two (2) officers
  - NIGHT - Two (2) officers
- G. If there are two officers assigned to daylight on a holiday, the officer with the least accumulation of overtime, to date, shall be scheduled to work the holiday. The other assigned officer shall be compensated eight (8) hours at straight pay.
- H. Holidays shall be considered as taking place on the day celebrated by the general public.
- I. If not scheduled to work on the day the holiday is celebrated, the officer shall receive the holiday pay (example: if an employee is scheduled Monday through Friday, and the holiday falls on a Saturday, the officer does not lose a paid holiday, nor would the officer lose it if they were on vacation that day).
- J. The officer who is on the 11 PM to 7 AM shift, which starts before midnight on the day preceding the holiday and works into the holiday, shall receive the holiday rate for the full eight (8) hours. The officer who reports to work at 11 PM the evening of the holiday is to receive the regular rate for the eight (8) hours. In effect, the majority of the hours worked on a holiday determine the rate to be paid; no more fractional payments are to take place. If an officer doubles out on a holiday, the officer shall receive eight (8) hours of holiday pay, plus time and one-half (1½) for the hours actually worked (example: 8 + 16 at time and one-half (1½), which would be equivalent to thirty-two (32) hours of straight time pay).

**ARTICLE 16**  
**VACATIONS**

- A. Vacations are as follows:
- i. Years two and three. . . . .two (2) weeks
  - ii. Years four through eight . . . . .three (3) weeks
  - iii. Years nine through seventeen . . . . .four (4) weeks
  - iv. From 18 years . . . . . five (5) weeks
- B. Vacations shall not be accumulated from year to year. The Chief of Police or Mayor shall determine the time of year such vacation may be taken; however, two (2) weeks of such vacation shall be assigned with recognition of seniority. After such two (2) weeks assignment, additional earned time shall also be assigned with recognition of seniority.
- C. No police officer shall be permitted to waive vacation for the purpose of receiving double pay.
- D. Paid holidays falling in an officer's vacation period shall not count as part of the officer's vacation.
- E. Vacation will be credited starting on January 1 of the calendar year of the officer's work anniversary. Vacation will be credited quarterly during that year; i.e.: if an officer has four (4) weeks of vacation, the officer will earn one quarter (1/4) of that on the first working day of each quarter (January 1 – April 1 – July 1 – October 1). The police officer may take the officer's vacation any time during the year, but if the officer leaves, retires or terminates, the officer will only be eligible for payment of unused vacation days depending on the amount of quarters worked that year. If any officer leaves and has used more vacation than was accrued, payment back to the Borough will be made, i.e. deducted from sick day buy-out.
- F. If full-time officers leave the Borough employment under honorable circumstances after the first year of continuous service, they shall be compensated for vacation leave accrued. For the purpose of this section, continuous service includes period covered by Workmen's Compensation checks or authorized sick leave.

- G. Continuous employment excludes leaves of absence without pay and layoffs, including unauthorized sick leaves.
- H. Two officers may take their vacations at the same time if approved by the Chief of Police.
- I. Officers may take a week vacation in intervals of 1, 2, 3, 4, or 5 days, with the approval of the Chief of Police. A minimum two (2) week' notice must be given to the Chief of Police that separate vacation days are desired.

**ARTICLE 17**  
**SICK LEAVE**

- A. Sick leave, unlike vacation, is not something to which the police officer is automatically entitled, but is provided by the Borough in an attempt to keep the police from being seriously handicapped financially if they are unable to work because of illness. For the purpose of this Agreement "personal illness" shall include disability due to sickness, injury or accident, which is not covered under the Workman's Compensation Laws of Pennsylvania. The Chief of Police or Mayor must approve all sick leave time, and must be notified of such illness at least two (2) hours prior to the daily starting time of the officer.
- B. To be entitled to the benefits of this section, police who are off duty as a result of personal illness, injury or accident, as outlined in Sick Leave above, three or more days, will be required to file with the Chief of Police or Mayor, a physician's certificate certifying to the illness, injury or accident of such officer, the nature thereof, its cause and such additional information as may be required.
- C. All full-time police officers shall be granted sick leave time at the rate of one and one-half (1½) days for each calendar month worked during the year. Sick leave cannot be accumulated for calendar months not worked.  
  
Full-time police officers hired after January 1, 2015 will earn one (1) day for each calendar month worked during the year.
- D. Sick leave time shall be computed from the first day a person becomes a full-time police officer of the Borough.
- E. Sick leave shall be accumulative up to an unlimited amount. An officer hired prior to January 1, 2021, and upon retirement from the police department, shall receive payment of forty (\$40) dollars per day for unused sick time up to 275 unused days. An officer hired after January 1, 2021, and upon retirement from the police department, shall receive payment of forty (\$40) dollars per day for unused sick time up to 200 unused days. If an officer is planning to retire, the officer must notify the Borough of Avalon six (6) months preceding the date of retirement for the purpose of budgeting. Payments will be made in four (4) equal quarterly payments



beginning the first month in the first full quarter following retirement. Unused sick time compensation applies to a retiring officer receiving pension benefits and does not apply to any other type of termination or departure from employment.

- F. Days other than normally scheduled paid days occurring during a police officer's illness shall not count as part of the sick leave time.
- G. Police officers absent from duty due to disability arising out of the performance of their duties shall receive that portion of their regular salary which will, together with Workman's Compensation benefit payments, equal their total salary. All Workman's Compensation benefit payments up to the full amount of the police officer's regular salary paid during disability time stated above, shall be paid to the Borough and during such disability time the Borough will maintain the police officer's regular salary check. This section shall be interpreted in accordance with the provisions of the Pennsylvania Heart and Lung Act, including any amendments.
- H. To receive compensation while absent on sick leave, the police officer shall notify the Chief of Police or Mayor prior to the time set for the beginning of the police officer's duties, as set forth in paragraph A of this Article. A request form for sick leave must be filled out immediately upon the police officer's return to work.
- I. If the officer has been incapacitated for the period of the officer's absence, or major part thereof, the officer may be required to provide evidence that the officer is once again physically able to perform his or her duties. Claiming sick leave or benefits under any conditions other than those permitted by this Agreement may be cause for disciplinary action, including suspension, demotion or dismissal.
- J. The falsification of any sick leave written evidence by any officer of the Borough shall constitute grounds for dismissal of such officer and the officer shall be subject to all actions and remedies of law for the recovery of all monies paid to said officer by reason of said written evidence or affidavits.
- K. No sick leave will be paid under disciplinary departure from the Avalon Police Department.

## **ARTICLE 18**

### **HOSPITALIZATION – MEDICAL AND SURGICAL BENEFITS**

The Borough agrees to provide the following medical benefits for full-time officers at the Borough's cost:

- United Healthcare Choice Plus, or its comparable, paying the full premium for single/family coverage of each officer;
- The Borough may provide a United Healthcare Plan with a Health Savings Account or Health Reimbursement Account, effective January 1, 2022, in lieu of current United Healthcare Choice Plus Plan.
- United Healthcare Choice Plus single/family prescription plan;
- High option single/family dental plan;
- Single/family vision care plan;
- The Borough, at its option, may substitute any comparable plan for any United Healthcare Choice Plus or dental and vision plan set forth above.
- The Borough agrees to have a member of the Avalon Police Association sit on the board for review and acceptance of health care benefits.

### **OPT-OUT OPTION**

During the annual Open Enrollment Period (November), each full-time officer may choose to waive healthcare coverage through Avalon Borough and receive health care through the officer's spouse's employer or the federal market place. At that time and upon Avalon Borough receiving proof of insurance, the officer will receive an Opt-Out premium payment equal to 30% of the applicable yearly hospitalization/medical insurance premium (not including dental & vision). The payment will be received by the Officer in four (4) equal installments on January 1, April 1, July 1 and October 1.

If an officer chooses to Opt-Out, only a life changing event will permit the officer to select coverage at a time other than the Open Enrollment Period (November). Any Opt-Out payments received to that point will be prorated accordingly.

**EMPLOYEE CONTRIBUTION TO HOSPITALIZATION/MEDICAL COVERAGE**

A full-time officer hired prior to January 1, 2021, agrees to contribute a percentage of the officer's applicable monthly hospitalization/medical insurance premium (not including dental & vision). In no event shall an officer be required to contribute more than the maximum monthly amount established. The contribution rate is as follows:

<b>OFFICERS MONTHLY PREMIUM CONTRIBUTION</b>		<b>NOT TO EXCEED PER MONTH</b>
<b>2021</b>	15%	\$225
<b>2022</b>	15%	\$225
<b>2023</b>	15%	\$225

- This contribution will be deducted from the officer's paycheck in twenty six (26) equal payments.

A full-time officer hired after January 1, 2021 agrees to contribute a percentage of the officer's applicable monthly hospitalization/medical insurance premium (not including dental & vision). This rate shall follow terms and conditions as set forth in the Avalon Borough Employee Handbook, Policies and Procedures, and is determined on an annual basis. The officer's monthly premium contribution for 2021 is 15%. Contract years 2022 and 2023 are to be determined.

- This contribution will be deducted from the officer's paycheck in twenty six (26) equal payments.

**RETIRED POLICE OFFICER HOSPITALIZATION/MEDICAL COVERAGE**

Spouses and/or dependents of retiring officers hired after January 1, 2021, are not eligible to receive Borough health care benefits.

Retired officers must take the officer's spouse's coverage if health benefits are available to the spouse. The Opt-Out option premium payment is not available to retirees. A life changing event will permit the retired police officer to return to the Borough for health benefits if the offer is NOT eligible for Medicare/Medicaid provisions of the Social Security Program.

If alternate insurance coverage is not available through a spouse's coverage or the retired officer is returning to the Borough for health benefits due to a life changing event, then benefits paid for at the time of retirement by the Borough shall continue after retirement, until any such retired police officer is eligible for the Medicare/Medicaid provisions of the Social Security Program. The retired police officer is responsible for a contribution equal to a full-time officer's contribution for the duration of his coverage. When the retired officer becomes eligible, the retired officer will pick up the Medicare/Medicaid arrangements and no longer be covered by the Borough hospitalization arrangements.

A retired officer shall include an officer who is entitled to and receives a normal retirement, early retirement or a disability pension benefit from the Avalon Police Pension Plan. This benefit does not apply to an officer who is not entitled to receive a benefit from the plan upon ceasing employment with the Borough.

**ARTICLE 19**  
**LIFE INSURANCE**

Exclusive of the Police Pension Fund benefits, the Borough agrees to provide a life insurance policy in the amount of fifty thousand dollars (\$50,000) for the duration of this Agreement for each active full-time police officer.

**ARTICLE 20**  
**WIDOW'S/WIDOWER'S BENEFITS**

In the event of an accidental death (on or off the job), the Borough will pay fifty percent (50%) of the officer's salary to the officer's spouse until the spouse dies or remarries, in which case it is payable to the unmarried children under age 16. The maximum monthly benefit for any one employee is \$1,000.00.

**ARTICLE 21**  
**DISABILITY BENEFITS**

**SHORT-TERM:** Weekly payments in the amount of sixty seven percent (67%) of salary will be paid to any police officer who has been disabled for thirty (30) days as a result of sickness or non-occupational accident (occupational is covered by Workman's Compensation, and Heart and Lung). Such benefits shall extend for one year (i.e., 52 weeks) regardless of any Social Security Benefits received. After short-term disability commences, an officer may use three and one-third ( $3\frac{1}{3}$ ) sick days per pay period to reflect a one hundred percent (100%) salary to be paid by the Borough. This will continue until all accumulated sick days are used. During this time, the officer is required to return any payment received for short-term disability insurance to the Borough.

**LONG-TERM:** Monthly payments begin after one year (i.e., 52 weeks) of disability. The benefit will be fifty percent (50%) of salary to a maximum of \$1,000.00 per month. This benefit continues to age 65 for accident and for 60 months (i.e., 5 years) or to age 65 in the event of sickness. This benefit is integrated with any other payments (i.e.: Social Security, Workman's Compensation, etc.). The Borough agrees to pay any remaining sick leave until it is exhausted.

**ARTICLE 22**  
**BEREAVEMENT**

Police officers will be granted bereavement time off with pay in the event of the death of a child, grandchild, spouse, parent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother or sister, paternal grandparents, maternal grandparents, brother-in-law, sister-in-law, to be given from the time of death through the day after the burial.



**ARTICLE 23**

**PROFESSIONAL LIABILITY INSURANCE**

The Borough agrees to provide Professional Liability Insurance for all police officers. Total coverage will be five hundred thousand dollars (\$500,000).

**ARTICLE 24****WAGES****A. SERGEANTS**

Effective January 1, 2021 to December 31, 2023, Sergeants may be appointed or removed at the recommendation via Council. Sergeant compensation shall be an annual stipend of \$3,000.

**B. TIER I POLICE OFFICERS – HIRED PRIOR TO JANUARY 1, 2021****1. Tier I Police Officer Wages**

Effective January 1, 2021 to December 31, 2023, Police Officers with more than five (5) years of service prior to January 1, 2021 shall be paid an annual salary as follows:

2021	\$77,115.39
2022	\$79,043.27
2023	\$80,821.74

**2. Tier I Police Officers with less than five (5) years of Service**

First year of full service will receive 82% of Police Officer's wages.  
 Second year of full service will receive 85% of Police Officer's wages.  
 Third year of full service will receive 90% of Police Officer's wages.  
 Fourth year of full service will receive 95% of Police Officer's wages.  
 Fifth year of full service will receive 100% of Police Officer's wages.

**3. Years of service are based on hire date of each Police Officer.**

**C. TIER II POLICE OFFICERS – HIRED AFTER JANUARY 1, 2021**

**1. Tier II Police Officer Wages**

Effective January 1, 2021 to December 31, 2023, Police Officers with more than seven (7) years of service prior to January 1, 2021 shall be paid an annual salary as follows:

2021	\$69,403.85
2022	\$71,138.94
2023	\$72,739.57

**2. Tier II Police Officers with less than seven (7) years of Service**

First year of full service will receive 82% of Police Officer's wages.  
 Second year of full service will receive 85% of Police Officer's wages.  
 Third year of full service will receive 85% of Police Officer's wages.  
 Fourth year of full service will receive 90% of Police Officer's wages.  
 Fifth year of full service will receive 90% of Police Officer's wages.  
 Sixth year of full service will receive 95% of Police Officer's wages.  
 Seventh year of full service will receive 100% of Police Officer's wages.

**3. Years of service are based on hire date of each Police Officer.**

**ARTICLE 25**  
**OVERTIME AND MANNING**

- A. The following is the defined work week for the Avalon Police Department. The schedule shall start on Sunday and go through Saturday. Each work week will be forty (40) hours. Officers must have actually worked forty (40) hours before weekly overtime is paid. Vacation, sick leave, personal leave days or other non-work time shall not be counted.
- B. When police officers are required to work overtime, they shall be paid for hours worked in excess of forty (40) hours, at the rate of 1½ times the regular rate. Authorization to work overtime must be through the Chief of Police or Mayor. Special Detail work, sick days or paid time off (vacation or personal days) will not be counted as part of the standard forty (40) hours.
- C. The Borough, through the Chief of Police or Mayor, shall make every effort possible to have two (2) Avalon police officers to man the 3:00 PM – 11:00 PM and 11:00 PM to 7:00 AM shifts. When the Chief of Police or Mayor are unable to replace an officer properly assigned to the 3:00 PM to 11:00 PM or the 11:00 PM to 7:00 AM shift with any Avalon Borough police officer, the Borough is then relieved of maintaining two officers at that particular time.
- D. If a police officer calls off, or for any other reason does not report to a 3:00 PM to 11:00 PM or 11:00 PM to 7:00 AM shift, the Borough agrees to replace that particular officer with another officer of the Borough.
- E. The use of part-time officers is permitted as set forth in Article 25 of this Agreement.
- F. The Borough agrees that there shall be no pyramiding of overtime for any member of the police department. The Chief, or in the Chief's absence, the Mayor of the Borough shall distribute overtime to officers of the police department evenly throughout the term of this contract. Overtime refused by any officer shall be considered time worked for the purpose of determining even distribution of overtime among officers of the department.

- G. Extra outside details, as police officers, will be contracted through the Borough, at the rate of time and one-half (1½) the regular rate, plus any administrative costs incurred by the Borough. If a person is scheduled off the day of an extra outside detail, he will be given preference to that detail.
- H. During the term of this Agreement, the Borough, through the Mayor and the Chief of Police, agrees not to employ or hire full-time police officers that do not have Avalon Civil Service status to perform duties and functions that are normally performed by regular full-time Avalon Police Officers, unless an emergency arises. Said emergency shall be events designated as such by the Mayor, in which the safety and welfare of the Borough and the public is endangered.
- I. All full-time officers of the Borough will be given first opportunity to work extra details based on seniority. In the event the regular full-time Avalon Police Officers do not wish to work, or are unavailable to work, part-time Avalon Borough officers may be used to fill the detail. Full-time officers must respond within two (2) hours from the first notification.
- J. When authorized by the Chief of Police, the Mayor, or Safety Committee of the Borough, an officer, in an emergency that has to use his or her personal car shall be reimbursed at the rate per mile established at the time by the IRS. In the event a personal car is being used on police business with no mileage being registered, said officer shall be reimbursed one (\$1) dollar per hour for said use.
- K. An officer called out early because of a change of their duty shift and not given sixteen (16) hours' notice will be entitled to two (2) hours compensatory time to be taken at a time approved by the Chief of Police.
- L. The full-time senior officer on each shift will be in charge of that shift, except on shifts worked by the Chief or higher ranking officer.

**ARTICLE 26**  
**PROBATIONARY OR WORKING TEST PERIOD**

Probationary or working test period shall mean the period of employment of one (1) year in which the police officer shall demonstrate their ability for the duties for which they are appointed by actual performance of these duties. Such probationary police are entitled to holiday pay, time and one-half, sick leave, insurance and other benefits, provided they comply with the terms of this Agreement.

**ARTICLE 27**  
**LONGEVITY**

Police officers hired after January 1, 2021 are not eligible for a longevity benefit.

The Borough shall pay police officers hired prior to January 2, 2021, a longevity benefit of two dollars and fifty cents (\$2.50) per month for each year of service after five years. For example, a police officer with six (6) years of service shall receive \$180.00 per annum from such benefits.

The Borough agrees to pay each officer the total sum of their yearly longevity in one lump sum payment. The lump sum longevity payment is to be included in the first December paycheck.

**ARTICLE 28**  
**CONFLICTING ORDINANCES**

In the event that any provisions of any existing ordinance is in conflict with any benefits conferred by this Agreement, the conflicting ordinance shall be amended to achieve consistency with this Agreement as it applies to all police officers.



**ARTICLE 29**  
**SEVERABILITY CLAUSE**

If any provision of this Agreement or any application of this Agreement to any police officer or group of police officers is held to be contrary to the law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE 30**  
**OFFICER'S BILL OF RIGHTS**

1. When an anonymous complaint is made against a police officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.
2. When any citizen complaint is filed greater than ninety (90) calendar days after the date of the alleged event complained of, which if true, could not lead to a criminal charge, such complaint shall be classified as unfounded and the accused employee shall not be required to submit a written report, but he shall be notified orally or in writing of such claim.
3. A police officer, whether a subject or witness, must be informed of the nature of the interrogation at the outset of the interrogation.
4. If the interrogated police officer writes a written statement, a transcript is taken, or a mechanical record made, a copy of it must be given to the interrogated police officer, without cost, upon request.
5. If any police officer under the interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be informed of all his rights prior to the commencement of the interrogation.
6. At the request of any police officer under interrogation, he shall have the right to be represented by counsel of his choice and/or an F.O.P. representative who shall be present at all times during the interrogation. The interrogation shall be suspended for a reasonable time until representation can be obtained.
7. Unless agreed to by the officer, the Borough shall not make any public comment on the reason for any disciplinary action brought against the officer.

**ARTICLE 31**  
**SENIORITY**

Seniority shall be defined as follows:

Seniority will be calculated as uninterrupted service from the date of first employment as a full-time Avalon Police Officer.

Past practice shall govern seniority of any police officer hired prior to January 1, 1976, and any officer hired after January 1, 1976, shall be governed by the above definition.

**ARTICLE 32**  
**ADDITIONAL LANGUAGE**

DISCIPLINARY TRANSFER: There shall be no transfer, suspension, or disciplines without cause or reasonable cause on the part of the Borough.

SAFETY AND EQUIPMENT COMMITTEE: The officers may, on a voluntary, no compensation basis, set up a safety and equipment committee which shall act solely in an advisory capacity to Borough Council.

HEALTH AND WELFARE BENEFITS: Each officer will be provided with a summary of the health and welfare benefits to which the officer is entitled.

COPY OF LABOR CONTRACT: The Borough will provide each officer with a copy of the signed labor contract.

POLICE/COUNCIL CONFERENCES: The Mayor, Borough Council or the Safety Committee may call mandatory meetings with a police officer or police officers including those off-duty. An off-duty police officer will be compensated for attendance at a rate of time and one half (1 ½) his hourly rate for time spent. Meetings under Article 8 Grievance Procedure and Civil Service hearings are not considered mandatory meetings.

**ARTICLE 33**  
**JURY DUTY**

JURY DUTY: The following policy will apply concerning police officers that are called for jury duty.

1. Officers called to jury duty while scheduled for the daylight shift will be compensated for the difference between the officer's regular pay and the compensation the officer receives for jury duty.

2. Officers scheduled for the afternoon shift should report for duty as scheduled, unless detained by the court.

3. Officer scheduled for the night shift should report as scheduled.

It is unlikely that a police officer will be required to serve as a juror for more than one day. Should a police officer be selected to serve as a juror for more than three (3) days, said officer will be paid as outlined in section 1 (one) of this Article above and need not report for duty as scheduled.

In all cases, however, an officer scheduled to work a day when court is not in session (holidays, weekends) shall report for duty as scheduled.

**ARTICLE 34**  
**DUES CHECK OFF**

The Borough agrees, upon written consent of each officer, to make payroll deductions from the gross pay of each officer, as directed by each officer, for payment of dues to the Avalon Police Association. All monies so deducted and paid to the Avalon Police Association shall become the sole responsibility of the Association. The Borough assumes no liability for the use, collection or disbursement of these funds, except to forward them upon receipt to the Avalon Police Association.

**ARTICLE 35**  
**PART TIME OFFICERS**

If the Borough maintains five (5) full-time officers (including the Chief) on the payroll, it can use part-time officers to supplement the force. Two officers per shift shall be scheduled, except for the day shift on Saturdays, Sundays, and holidays. Part-time officers shall be paid at a rate negotiated by them as individuals with the Borough, and they shall not be entitled to any other benefits set out in this Agreement. Two part time officers may work together on a shift. The part time officer in charge of a shift must have a minimum of 1800 working hours as a police officer.

It is recognized that prolonged absence of an officer may occur; under this award, for this specific purpose, such a person will be considered on the payroll, but, if at the end of three (3) years from the date of an officer's original disability the officer is not replaced by a full-time officer, thus bringing the total full-time officers back to five, then the provision for part-time officers shall become void, and revert to only full-time officers being employed.

**ARTICLE 36**  
**SIGNATURES**

This Agreement made and entered into this 31<sup>st</sup> day of December 2020,  
by and between the Borough of Avalon and the Avalon Police Association.

ATTEST

BOROUGH OF AVALON

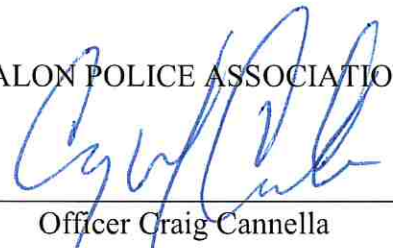
By:   
Borough Secretary

By:   
Joshua Klicker  
President of Council

ATTEST

AVALON POLICE ASSOCIATION

By: 

By:   
Officer Craig Cannella

This Agreement is made with the knowledge and consent of the Avalon Borough  
Mayor.

  
Mayor

12-31-2020  
Date



**ACT 600**

**Cost of Living** – In addition to other monthly pension or retirement allowances or increments, each person receiving benefits shall receive annual cost of living increases equal to the percentage increases in the Consumer Price Index from the year in which the member last worked, provided, however, that in no case shall the total pension benefits exceed seventy-five percent (75%) of the compensation for computing retirement benefits or thirty percent (30%) of such compensation in total cost of living increases, whichever is lesser.

**Survivors' Benefits** – The spouse of a member of the police force or a member who retires on pension who dies or if no spouse survives or if such person survives and subsequently dies or remarries, then the child or children under the age of eighteen (18) years of the deceased member, shall, during said spouse's lifetime or so long as such surviving spouse does not remarry, or until reaching the age of eighteen (18) years in the case of a child or children, be entitled to receive a pension calculated at the rate of fifty percent (50%) of the pension that the member was receiving or would have been receiving had he been eligible and retired at the time of his death; provided, however, that if the member dies as a result of illness or injury incurred in service, the member's survivors shall receive a pension calculated at the rate of one hundred percent (100%) of the member's highest monthly compensation, until death or remarriage in the case of a spouse or until attainment of the age of eighteen (18) or completion of studies as a full-time college student in the case of a child or children under the age of twenty-three (23) years, whichever is later.