

**BOROUGH OF ALBURTIS
LEHIGH COUNTY, PENNSYLVANIA**

Ordinance No. 462

(Duly Adopted November 14, 2007)

AN ORDINANCE APPROVING AND IMPLEMENTING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOROUGH OF ALBURTIS AND THE ALBURTIS POLICE OFFICERS' ASSOCIATION FOR THE YEARS 2008-2011, INCLUDING PROVISIONS RELATING TO DEFINITIONS, TERM (2008-2011), BASE COMPENSATION (INCLUDING INCREASES OF 3.0% PER YEAR), OVERTIME, SHIFT DIFFERENTIAL, LONGEVITY PAY (PROVIDED FOR THE FIRST TIME), HEARINGS, ON-CALL DUTY, HOURS WORKED, HOLIDAYS, VACATIONS (INCLUDING INCREASES FOR THE CHIEF OF POLICE), PERSONAL DAYS (INCLUDING AN INCREASE FROM TWO DAYS TO FOUR DAYS PER YEAR), SICK OR INJURY LEAVE, BEREAVEMENT LEAVE (INCLUDING MINOR IMPROVEMENTS), MILITARY LEAVE, SHORT-TERM DISABILITY PLAN, LONG-TERM DISABILITY INSURANCE, LIFE INSURANCE (INCLUDING AN INCREASE IN COVERAGE TO \$100,000.00 WITHOUT DOUBLE INDEMNITY), HEALTH INSURANCE (INCLUDING A CHANGE TO A KEYSTONE HEALTH PLAN CENTRAL HMO PLAN, THE OPTION TO ELECT CASH IN LIEU OF COVERAGE UNDER CERTAIN CIRCUMSTANCES, THE OPTION OF A RETIRED OFFICER TO ELECT COVERAGE FOR HIS SPOUSE AT HIS OWN EXPENSE, AND AN INCREASE IN VISION AND DENTAL CARE REIMBURSEMENTS FROM \$450 TO \$500 PER YEAR), PENSION PLAN (INCLUDING AMENDMENTS TO REDUCE NORMAL RETIREMENT AGE FROM AGE 55 TO AGE 50, SO LONG AS THE OFFICER HAS 25 YEARS OF SERVICE), SCHEDULING, UNIFORMS AND EQUIPMENT, PHYSICAL AND MENTAL EXAMINATIONS, GRIEVANCE PROCEDURE, CIVIL SERVICE, ACTING CHIEF, RESERVATION OF RIGHTS, APPLICABLE LAW, AND SEVERABILITY.

WHEREAS, the Borough Council of the Borough of Alburtis and the Alburtis Police Officers' Association, the collective bargaining representative of the police officers of the Borough, have successfully completed negotiations for a collective bargaining agreement for calendar years 2008, 2009, 2010, and 2011; and

WHEREAS, Borough Council approves the terms of a collective bargaining agreement for such years in the form attached hereto and desires to implement the agreement upon the full execution of the agreement;

NOW, THEREFORE, be it **ORDAINED** and **ENACTED** by the Borough Council of the Borough of Albury, Lehigh County, Pennsylvania, as follows:

SECTION 1. Albury Codified Ordinances § 11-201 (relating to Salaries and Compensation—Collective Bargaining Agreements—Police) is amended by adding the following new subsection (c) thereto:

(c) 2008-2011.

(1) CBA Approved. Borough Council hereby approves a collective bargaining agreement with the Albury Police Officers' Association for calendar years 2008-2011 in the form attached to Ordinance 462.

(2) Execution. The President (or Vice President) of Borough Council and the Executive Secretary of the Borough are hereby authorized and directed to execute a collective bargaining agreement in the form approved under paragraph (1), *provided that* such agreement is first executed by the authorized representatives of the Albury Police Officers' Association.

(3) Implementation. All officers, agents, and employees of the Borough are hereby directed to implement the terms and conditions of the executed collective bargaining agreement.

(4) Inconsistent Ordinances Superseded. Any provision of the Albury Codified Ordinances or any other Ordinance or Resolution which is inconsistent with any of the terms of the executed collective bargaining agreement is superseded to the extent of the inconsistency.

SECTION 2. The attached form of collective bargaining agreement is incorporated into this Ordinance by reference.

DULY ORDAINED and **ENACTED** by the Borough Council of the Borough of Al-
burtis, this 14th day of November, 2007, in lawful session duly assembled.

**BOROUGH COUNCIL
BOROUGH OF ALBURTIS**

Steven R. Hill, President

Attest:

Sharon Trexler, Executive Secretary

AND NOW, this 14th day of November, 2007, the above Ordinance is hereby
APPROVED.

Russell J. Afflerbach, Mayor

**ALBURTIS POLICE
2008-2011 COLLECTIVE BARGAINING AGREEMENT**

This Agreement, is made this 14th day of November, 2007 by and between:

The **Borough of Alburdis**, a Pennsylvania municipal corporation, with offices at 260 Franklin Street, Alburdis, Lehigh County, Pennsylvania (the “**Borough**”); and

The **Alburdis Police Officers’ Association**, a Pennsylvania unincorporated association which maintains an address at 5426 Doris Drive, Allentown, Lehigh County, Pennsylvania (the “**Association**”).

Whereas, under the Collective Bargaining Act of 1968, the parties have entered into collective bargaining concerning the terms and conditions of employment of police officers in the Borough; and

Whereas, the parties have reached an agreement pertaining to said terms and conditions of their employment for calendar years 2008 through 2011.

Now, Therefore, the parties agree as follows, intending to be legally bound:

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§ 1 Definitions.

When used in this Agreement, the words and phrases defined in this Section shall have the following meaning, unless the context clearly indicates otherwise:

(a) **Association.** The Albutis Police Officers’ Association, the collective bargaining representative selected by the majority of the Officers.

(b) **Borough.** The Borough of Albutis, Lehigh County, Pennsylvania.

(c) **Chief.** The Chief of Police of the Borough.

(d) **Council.** The Borough Council of the Borough.

(e) **Day.** For all purposes of this Agreement, a day shall be considered to begin at 7:00 a.m. of the given calendar day and end at 6:59 a.m. of the following calendar day.

(f) **First Day.** A Full-Time Officer’s “First Day” shall mean the first day that the Full-Time Officer worked for the Borough as a Full-Time Officer. The Chief’s “First Day” is also determined based on the first day of work as a Full-Time Officer, not the first day of work as the Chief (which would be different if the Chief was a Full-Time Officer of the Borough before becoming Chief).

(g) **Full-Time Officer.** An employee of the Borough, including the Chief, who devotes his/her normal working hours to police duty for the Borough and is regularly scheduled to work at least 35 hours as a Borough police officer in a typical work week.

(h) **Hearing.** A criminal trial, criminal pre-trial hearing, grand jury proceeding, sentencing proceeding, civil court proceeding, coroner's inquest, A.R.D. hearing, plea bargaining session, miscellaneous court proceeding, preliminary court hearing, proceeding before a district justice, hearing before a Pa. Department of Revenue, Department of Transportation, or Pennsylvania Liquor Control Board hearing examiner, or any other proceeding before an agency or court of the Commonwealth or the United States. Any two proceedings which are separated in time by less than two (2) hours (from the end of the first proceeding to the beginning of the next proceeding) shall be treated as a single Hearing.

(i) **Mayor.** The Mayor of the Borough.

(j) **Officer.** A Part-Time Officer or a Full-Time Officer.

(k) **Part-Time Officer.** A person employed by the Borough as a police officer who is not a Full-Time Officer, but serves from time to time on an hourly or daily basis when needed by the Borough. The term shall not include any special police appointed by the Mayor to act in emergencies, any person appointed solely for parking meter enforcement duties, any special school police, or any auxiliary policemen appointed under 53 PA. STAT. ANN. § 731 *et seq.*

(l) **Week.** A week shall be considered to begin at 7:00 a.m. Sunday morning and end at 6:59 a.m. on the following Sunday morning.

§ 2 **Term.**

This Agreement shall be in effect for a period of four (4) years from January 1, 2008 through December 31, 2011.

§ 3 Base Compensation.

(a) **2008.** The base hourly compensation to be paid to Officers during calendar year 2008 shall be as follows:

Full-Time Officers

Chief.....	\$24.13/hr	(= \$ 50,190.40 for 2080 hours)
Lieutenant.....	\$21.59/hr	(= \$ 44,907.20 for 2080 hours)
Sr. Patrol Officer (after 2 nd anniversary of full-time employment).....	\$18.46/hr	(= \$ 38,396.80 for 2080 hours)
Patrol Officer (after 1 st anniversary of full-time employment and before 2 nd anniversary).....	\$17.61/hr	(= \$ 36,628.80 for 2080 hours; or ≈ 90% of Sr. Patrol Officer rate plus \$1.00 per hour)
Patrol Officer (after 6 months of full-time employment and before 1 st anniversary).....	\$16.69/hr	(= \$ 34,715.20 for 2080 hours; or ≈ 85% of Sr. Patrol Officer rate plus \$1.00 per hour)
Patrol Officer (first 6 months of full-time employment).....	\$15.77/hr	(= \$ 32,801.60 for 2080 hours; or ≈ 80% of Sr. Patrol Officer rate plus \$1.00 per hour)

Part-Time Officers

Part-Time Officer (after 10 th anniversary of Borough employment).....	\$14.00/hr
Part-Time Officer (after 1 st anniversary and before 10 th anniversary of Borough employment).....	\$13.44/hr
Part-Time Officer (before 1 st anniversary of Borough employment).....	\$12.88/hr

(b) **2009.** The base hourly compensation to be paid to Officers during calendar year 2009 shall be as follows:

Full-Time Officers

Chief.....	\$24.85/hr	(= \$ 51,688.00 for 2080 hours)
Lieutenant.....	\$22.24/hr	(= \$ 46,259.20 for 2080 hours)
Sr. Patrol Officer (after 2 nd anniversary of full-time employment).....	\$19.01/hr	(= \$ 39,540.80 for 2080 hours)
Patrol Officer (after 1 st anniversary of full-time employment and before 2 nd anniversary).....	\$18.11/hr	(= \$ 37,668.80 for 2080 hours; or ≈ 90% of Sr. Patrol Officer rate plus \$1.00 per hour)
Patrol Officer (after 6 months of full-time employment and before 1 st anniversary)	\$17.16/hr	(= \$ 35,692.80 for 2080 hours; or ≈ 85% of Sr. Patrol Officer rate plus \$1.00 per hour)
Patrol Officer (first 6 months of full-time employment).....	\$16.21/hr	(= \$ 33,716.80 for 2080 hours; or ≈ 80% of Sr. Patrol Officer rate plus \$1.00 per hour)

Part-Time Officers

Part-Time Officer (after 10 th anniversary of Borough employment).....	\$14.42/hr
Part-Time Officer (after 1 st anniversary and before 10 th anniversary of Borough employment).....	\$13.84/hr
Part-Time Officer (before 1 st anniversary of Borough employment).....	\$13.27/hr

(c) **2010.** The base hourly compensation to be paid to Officers during calendar year 2010 shall be as follows:

Full-Time Officers

Chief.....	\$25.60/hr	(= \$ 53,248.00 for 2080 hours)
Lieutenant.....	\$22.91/hr	(= \$ 47,652.80 for 2080 hours)
Sr. Patrol Officer (after 2 nd anniversary of full-time employment).....	\$19.58/hr	(= \$ 40,726.40 for 2080 hours)
Patrol Officer (after 1 st anniversary of full-time employment and before 2 nd anniversary).....	\$18.62/hr	(= \$ 38,729.60 for 2080 hours; or ≈ 90% of Sr. Patrol Officer rate plus \$1.00 per hour)
Patrol Officer (after 6 months of full-time employment and before 1 st anniversary)	\$17.64/hr	(= \$ 36,691.20 for 2080 hours; or ≈ 85% of Sr. Patrol Officer rate plus \$1.00 per hour)
Patrol Officer (first 6 months of full-time employment).....	\$16.66/hr	(= \$ 34,652.80 for 2080 hours; or ≈ 80% of Sr. Patrol Officer rate plus \$1.00 per hour)

Part-Time Officers

Part-Time Officer (after 10 th anniversary of Borough employment).....	\$14.85/hr
Part-Time Officer (after 1 st anniversary and before 10 th anniversary of Borough employment).....	\$14.26/hr
Part-Time Officer (before 1 st anniversary of Borough employment).....	\$13.67/hr

(d) **2011.** The base hourly compensation to be paid to Officers during calendar year 2011 shall be as follows:

Full-Time Officers

Chief.....	\$26.37/hr	(= \$ 54,849.60 for 2080 hours)
Lieutenant.....	\$23.60/hr	(= \$ 49,088.00 for 2080 hours)
Sr. Patrol Officer (after 2 nd anniversary of full-time employment).....	\$20.17/hr	(= \$ 41,953.60 for 2080 hours)
Patrol Officer (after 1 st anniversary of full-time employment and before 2 nd anniversary).....	\$19.15/hr	(= \$ 39,832.00 for 2080 hours; or ≈ 90% of Sr. Patrol Officer rate plus \$1.00 per hour)
Patrol Officer (after 6 months of full-time employment and before 1 st anniversary)	\$18.14/hr	(= \$ 37,731.20 for 2080 hours; or ≈ 85% of Sr. Patrol Officer rate plus \$1.00 per hour)
Patrol Officer (first 6 months of full-time employment).....	\$17.14/hr	(= \$ 35,651.20 for 2080 hours; or ≈ 80% of Sr. Patrol Officer rate plus \$1.00 per hour)

Part-Time Officers

Part-Time Officer (after 10 th anniversary of Borough employment).....	\$15.30/hr
Part-Time Officer (after 1 st anniversary and before 10 th anniversary of Borough employment).....	\$14.69/hr
Part-Time Officer (before 1 st anniversary of Borough employment).....	\$14.08/hr

§ 4 Overtime.

(a) **Eight Hour Day.** Any Officer who works (*i.e.*, actually performs police services for the Borough) more than eight (8) hours in any Day shall be paid Overtime Pay for each hour worked in excess of eight (8) hours in that Day in an amount equal to the applicable base hourly amount set forth in Section 3 *multiplied by* one and one-half (1.5).

(b) **Forty Hour Week.** Any Officer who works (*i.e.*, actually performs police services for the Borough) more than forty (40) hours in any Week shall be paid Overtime Pay for each hour worked in excess of forty (40) hours in that calendar week (other than hours for which Overtime Pay is provided under subsection (a) or Working Holiday Pay is provided under Section 9(c)) in an amount equal to the applicable base hourly amount set forth in Section 3 *multiplied by* one and one-half (1.5).

(c) **No Duplication.** If Overtime Pay is applicable to any period of work, the Overtime Pay is paid *in lieu* of base hourly compensation.

§ 5 Shift Differential.

The compensation of an Officer shall be increased by forty cents (\$0.40) for each hour actually worked by the Officer between 1500 hours (3:00 p.m.) and 2300 hours (11:00 p.m.), and by fifty cents (\$0.50) for each hour actually worked by the Officer between 2300 hours (11:00 p.m.) of one day and 0700 hours (7:00 a.m.) of the subsequent day. The shift differential provided by this Section 5 shall *not* be multiplied by a factor of one and one-half (1.5) in the case of overtime or holiday work, and no shift differential shall be paid in the case of compensation under this Agreement for hours *not* worked (*e.g.*, Holiday Pay, Vacation Pay, Personal Day Pay, Sick Pay, and Bereavement Pay).

§ 5A Longevity Pay.

In addition to all other compensation to be paid to Officers under this Agreement, each qualifying Full-Time Officer shall be paid Longevity Pay during the term of this Agreement in accordance with the following terms and conditions:

(a) **Eligibility for Payment.** Each Full-Time Officer shall be paid Longevity Pay with respect to each anniversary of the Officer's First Day on which he/she is employed by the Borough as a Full-Time Officer.

(b) **Time of Payment.** Longevity Pay with respect to any given anniversary shall be paid no later than the pay day for the pay period which includes the anniversary date.

(c) **Amount of Payment.** The amount of Longevity Pay for any given Full-Time Officer with respect to any given anniversary shall be equal to the number of years since the Officer's First Day multiplied by fifty dollars (\$50.00), up to a maximum Longevity Pay of one thousand dollars (\$1,000.00).

§ 6 Hearings.

The following rules shall apply to the appearance of an Officer as a witness or prosecutor in a Hearing related to his employment as a Borough police officer, pursuant to a subpoena:

(a) **Time Treated as Having Been Worked.** Time spent in a Hearing, or in the courtroom, hearing room, or waiting room of the tribunal while waiting to testify, or traveling to or from the tribunal, shall be considered as time worked for the purpose of pay, *provided* that the District Attorney or other person requiring the presence of the Officer has indicated to the Borough that the Officer is actually needed at the particular time (rather than as generally provided in the subpoena).

(b) **Nonscheduled Hours.** If an Officer is required to attend a Hearing during any hours in which he/she was *not* scheduled to work, the Officer shall be treated as having worked the **greater** of—

(1) the number of such hours treated as worked under subsection (a); or

(2) (A) two (2) hours, in the case of a Hearing before a District Justice; or

(B) four (4) hours, in the case of any other Hearing.

(c) **Witness Fees.** Witness fees shall be turned over to the Borough to the extent they are not in excess of the amount paid to the Officer under this Section for attendance at the Hearing.

§ 7 **On-Call Duty.**

(a) **Schedule.** The Mayor shall establish an On-Call Duty Schedule under which at least one Full-Time Officer is scheduled to be on call at all times. A person may not be “on call” at any time he/she is regularly scheduled to work. All Full-Time Officers shall be so scheduled that each person receives the same number of on-call hours over the course of a calendar year (except for adjustments due to injuries), and so that the hours assigned to each such person during any period of time greater than or equal to two weeks is roughly equivalent (taking into account vacations, injuries, and other contingencies for which adjustments are appropriate). The On-Call Duty Schedule for any given calendar week shall be established at least seven (7) calendar days before the beginning of that week, but may be adjusted thereafter if necessary to maintain coverage due to reasonable absences or periods of unavailability not foreseen when the On-Call Duty Schedule was established. At any time when there are at least four (4) persons available for assignment on the On-Call Duty Schedule, no person shall be placed in “on-call” status during all or any portion of five (5) consecutive days.

(b) **Pager/Cell Phone.** The Borough shall provide a pager and/or cell phone (in the Borough's discretion) to each Full-Time Officer so that the Officer can be reached in the event he is to be called out for emergency duty or to assist the on-duty officer. Each Full-Time Officer shall carry with him/her at all times all devices so provided.

(c) **Response Time.** When a Full-Time Officer is scheduled to be "on-call", he/she shall be prepared to telephone Borough Police Headquarters within fifteen (15) minutes after being paged or called, and, if necessary, to be able to report to Borough Police Headquarters in an alert and sober condition as soon as possible, and in no event more than sixty (60) minutes after the Officer speaks with Headquarters or the person who called the Officer.

(d) **Call-Out Pay.** If an Officer who is "on call" is required to report for active duty, then each time the Officer is so called out the Officer shall be treated as having worked the **greater** of—

(1) the number of such hours actually worked from the time of the initial page or call until the Officer punches out; or

(2) two (2) hours.

§ 8 Hours Worked.

No time shall be recognized in excess of eight (8) hours for a continuous period of work unless the Officer works more than eight (8) hours and fifteen (15) minutes during the continuous period of work. Except as provided in the preceding sentence or in Section 6(b), the time worked by any Officer shall be measured from the time the Officer punches in through the time the Officer punches out. All Officers shall be paid for all time spent receiving mandatory training in the same manner as for other working hours.

§ 9 **Holidays.**

(a) **Holidays.** For purposes of this Agreement, the term “Holiday” shall mean each of the following nine (9) days. Each Holiday shall be deemed to begin at 7:00 a.m. of the calendar day of the holiday and end at 6:59 a.m. of the following calendar day.

- (1) New Year’s Day
- (2) Good Friday
- (3) Memorial Day
- (4) Independence Day
- (5) Labor Day
- (6) Thanksgiving Day
- (7) The Day after Thanksgiving
- (8) The day before Christmas
- (9) Christmas Day

(b) **Holiday Pay for Full-Time Officers.** A Full-Time Officer shall receive Holiday Pay, in an amount equal to his/her base hourly compensation (*see* Section 3) multiplied by eight (8), for each Holiday that he/she is employed by the Borough as a Full-Time Officer, regardless of whether he/she performs any duties that day, *provided* that the Full-Time Officer worked at least one hour as a Full-Time Officer during the thirty (30) calendar days before the Holiday or is being compensated under the Heart and Lung Act as of the Holiday. Thus, if a Full-Time Officer is assigned regular duty on a Holiday, he shall receive Holiday Pay for the Holiday *plus* all other compensation due under this Agreement for the actual hours worked (*cf.*, Section 3—regular hourly compensation; Section 4—Overtime Pay; Section 9(c)—Working Holiday Pay).

(c) **Working Holiday Pay.** An Officer who works on a Holiday shall receive Working Holiday Pay, in an amount equal to his/her base hourly compensation (*see* Section 3) *multiplied by 1.5* and multiplied by the number of hours worked during the Holiday. Working Holiday Pay is in addition to any Holiday Pay under subsection (b).

(d) **Payment in Lieu of Other Compensation.** If Working Holiday Pay is paid with respect to an hour of work, the Working Holiday Pay is paid *in lieu* of base

hourly compensation and Overtime Pay. A Full-Time Officer shall not receive or be charged with Sick Pay, Vacation Pay, or Bereavement Pay for any Holiday.

§ 10 Vacations.

(a) **In General.** During each calendar year during the term of this Agreement, each Full-Time Officer shall be entitled to paid vacations for the number of days indicated in subsections (b), (c), and (d). For each vacation day granted to and taken by a Full-Time Officer, the Full-Time Officer shall be paid Vacation Pay in an amount equal to the applicable hourly amount set forth in Section 3 *multiplied by eight* (8).

(b) **Number of Vacation Days—Officers Hired Before January 1, 1996.** The number of vacation days available during any given calendar year to a Full-Time Officer (other than the Chief) who was first hired by the Borough as a Full-Time Officer before January 1, 1996 shall be determined as follows:

(1) If the Full-Time Officer is first hired as a Full-Time Officer during that calendar year: zero (0) days.

(2) If the first anniversary of the Full-Time Officer's First Day occurs during that calendar year: zero (0) days until said first anniversary, and ten (10) days thereafter, if he is a Full-Time Officer on the first anniversary.

(3) For all other calendar years: ten (10) days *plus* one (1) additional day for each year of service completed by the Full-Time Officer as of the anniversary of his First Day in the immediately preceding calendar year; *plus* one (1) additional day which may only be used after the anniversary of the Full-Time Officer's First Day which occurs during that calendar year. Notwithstanding the preceding sentence, the maximum number of paid vacation days which shall be available to a Full-Time Officer in any calendar year shall be thirty (30).

(c) **Number of Vacation Days—Officers Hired After December 31, 1995.** The number of vacation days available during any given calendar year to a Full-Time Of-

ficer (other than the Chief) who was first hired by the Borough as a Full-Time Officer after December 31, 1995 shall be determined as follows:

(1) If the Full-Time Officer is first hired as a Full-Time Officer during that calendar year: zero (0) days.

(2) If the first anniversary of the Full-Time Officer's First Day occurs during that calendar year: zero (0) days until said first anniversary, and five (5) days thereafter, if he is a Full-Time Officer on the first anniversary.

(3) If the second anniversary of the Full-Time Officer's First Day occurs during that calendar year: five (5) days, *plus* an additional five (5) days at any time after said second anniversary if he is a Full-Time Officer on the second anniversary.

(4) If the third, fourth, fifth, sixth, seventh, eighth, or ninth anniversary of the Full-Time Officer's First Day occurs during that calendar year: ten (10) days.

(5) If the tenth anniversary of the Full-Time Officer's First Day occurs during that calendar year: ten (10) days, *plus* an additional five (5) days at any time after said tenth anniversary if he is a Full-Time Officer on the tenth anniversary.

(6) If the eleventh, twelfth, thirteenth, or fourteenth anniversary of the Full-Time Officer's First Day occurs during that calendar year: fifteen (15) days.

(7) If the fifteenth anniversary of the Full-Time Officer's First Day occurs during that calendar year: fifteen (15) days, *plus* an additional five (5) days at any time after said fifteenth anniversary if he is a Full-Time Officer on the fifteenth anniversary.

(8) If the sixteenth, seventeenth, eighteenth, nineteenth, twentieth, twenty-first, twenty-second, twenty-third, or twenty-fourth anniversary of the Full-Time Officer's First Day occurs during that calendar year: twenty (20) days.

(9) If the twenty-fifth anniversary of the Full-Time Officer's First Day occurs during that calendar year: twenty (20) days, *plus* an additional five (5) days at any

time after said twenty-fifth anniversary if he is a Full-Time Officer on the twenty-fifth anniversary.

(10) If the anniversary of the Full-Time Officer's First Day which occurs during that calendar year is greater than the twenty-fifth: twenty-five (25) days.

(d) **Number of Vacation Days—Chief.** The number of vacation days available during any given calendar year to the Chief shall be determined as follows:

(1) If the Chief's First Day is during that calendar year: fifteen (15) days, *provided* that if the First Day is on or after July 1 and before October 1, the number of days shall be ten (10), and if the First Day is on or after October 1, the number of days shall be five (5).

(2) If the first anniversary of the Chief's First Day occurs during that calendar year: fifteen (15) days.

(3) If the second anniversary of the Chief's First Day occurs during that calendar year: fifteen (15) days, *plus* an additional five (5) days at any time after said second anniversary if he is the Chief on the second anniversary.

(4) If the third or fourth anniversary of the Chief's First Day occurs during that calendar year: twenty (20) days.

(5) If the fifth anniversary of the Chief's First Day occurs during that calendar year: twenty (20) days, *plus* an additional five (5) days at any time after said fifth anniversary if he is the Chief on the fifth anniversary.

(6) If the anniversary of the Chief's First Day which occurs during that calendar year is greater than the fifth: twenty-five (25) days, *provided* that if the Chief was first hired as a Full-Time Officer before January 1, 1996 and if the anniversary of the Chief's First Day which occurs during the calendar year is greater than the sixteenth, then the number of days shall be computed as provided in subsection (b)(3).

(e) **Requirement that Vacation Time Be Earned.** Notwithstanding subsections (b), (c), and (d), no vacation days shall be available to a Full-Time Officer for any

calendar year (other than the first calendar year after the Full-Time Officer was hired as a Full-Time Officer) unless the Full-Time Officer worked at least one thousand hours (1000) as a Full-Time Officer (and/or would have so worked except for a period of compensable injury under the Heart and Lung Act) during the preceding calendar year. Further, no vacation days shall be available to a Full-Time Officer (other than the Chief) for the first calendar year after the Full-Time Officer was hired as a Full-Time Officer unless the Full-Time Officer worked at least one thousand hours (1000) as a Full-Time Officer (and/or would have so worked except for a period of compensable injury under the Heart and Lung Act) from his/her First Day to the first anniversary of his/her First Day.

(f) Use During Calendar Year. All vacation days granted to a Full-Time Officer for any calendar year must be used within that calendar year, or they are forfeited, *except that—*

(1) if vacation time has been approved and scheduled for any time during the months of November or December, and any of that time is revoked under subsection (i) or the Full-Time Officer is recalled to duty during any of that time under subsection (i), such vacation time (up to a maximum of ten (10) days) may be rescheduled during that calendar year or the months of January, February, or March of the succeeding calendar year; **and**

(2) a Full-Time Officer hired as a Full-Time Officer after December 31, 1995 whose First Day was during the months of November or December may use any vacation days which only become available for a calendar year after the anniversary of his First Day, during that calendar year or the months of January or February of the succeeding calendar year.

(g) Scheduling—Priority Scheduling. On or before January 15 of each calendar year, each Full-Time Officer, in order of seniority, may schedule up to five (5) vacation days during that calendar year. A vacation day may only be scheduled for a calendar day which has not been previously selected and scheduled as a vacation day by another Full-Time Officer. Vacation days may not be scheduled for any time before they are earned and available under subsection (b), (c), or (d). After all Full-Time Officers have had the opportunity to participate in the first selection round, the process shall be

repeated for a second, third, and subsequent rounds; in each round, each Full-Time Officer, in order of seniority, shall be given the opportunity to schedule up to an additional five (5) vacation days, subject to the same procedures and restrictions which applied in the first selection round. The selection process shall continue until each Full-Time Officer has scheduled as many available vacation days as he/she desires.

(h) Scheduling—Additional Days. Each Full-Time Officer must give at least two (2) weeks written notice to the Mayor of any request to schedule vacation days not scheduled under subsection (g). Unless required by extenuating circumstances, the Mayor shall grant any request to use a day as a vacation day if no other Full-Time Officer has previously scheduled vacation for that day. After priority scheduling under subsection (g), all vacation days shall be available on a first-come, first-served basis, and once scheduled, no other Full-Time Officer may “bump” a vacation day granted to a Full-Time Officer.

(i) Uninterrupted Use of Vacation Time. Once scheduled, no approval for the use of vacation time may be revoked, and no Full-Time Officer shall be recalled to duty during an approved vacation day, *except* as follows:

(1) approval for the use of vacation time may be revoked before the last regularly-scheduled meeting of Council before the scheduled vacation time *only* in the case of operational necessity which cannot be satisfied with the use of other Officers, **and** only if the action is approved by both the Mayor and Council; **and**

(2) approval for the use of vacation time may be revoked after the last regularly-scheduled meeting of Council before the scheduled vacation time, or a Full-Time Officer may be recalled to duty during an approved vacation day, *only* in the event of an emergency declared by the Mayor, **and** only if the necessary complement of police officers cannot be completed with other Officers.

§ 11 Personal Days.

During each calendar year during the term of this Agreement, each Full-Time Officer shall be entitled to four (4) personal days. Except in the case of an emergency, a Full-Time Officer must give the Mayor sufficient notice of the Full-Time Officer's intention to take a personal day to permit the Mayor to re-schedule the shift. For each personal day granted to and taken by a Full-Time Officer, the Full-Time Officer shall be paid Personal Day Pay in an amount equal to the applicable hourly amount set forth in Section 3 *multiplied by* eight (8).

§ 12 Sick or Injury Leave.

(a) **In General.** Subject to the other provisions of this Agreement, in the event a Full-Time Officer shall be unable to work due to accident or illness (other than accidents or illnesses compensable under the Workers' Compensation Law or the Heart and Lung Act) and is not compensated for such lost work time under the Borough's short-term disability plan, the Full-Time Officer shall be paid Sick Pay in an amount equal to the applicable base hourly compensation under Section 3 *multiplied by* the number of hours that he/she otherwise would have worked, *up to a maximum of* forty (40) hours of Sick Pay in each calendar year.

(b) **Commencement of Employment.** No Full-Time Officer shall receive Sick Pay for any work time missed during the first ninety (90) calendar days after he/she was hired as a Full-Time Officer.

(c) **Accumulation of Sick Leave.** Sick leave earned in any given calendar year may not be accumulated and carried forward to following years or "cashed-out" upon termination of employment.

(d) **Sick or Injury Leave In Excess of Three Days or Two Occurrences.** Sick or injury leave in excess of three (3) consecutive days, or sick or injury leave for any day after two previous periods of one or more consecutive days of sick or injury leave during the same calendar year, and Sick Pay or other compensation for such days, shall

be granted to a Full-Time Officer only upon presentation of a signed certification from the Full-Time Officer's attending physician. Council may require a signed certification from the Full-Time Officer's attending physician or a physician designed by the Borough stating that the Full-Time Officer is physically and/or mentally able to perform the essential functions of his job before permitting the Full-Time Officer to return to work.

(e) Extended Sick or Injury Leave.

(1) Examination by Borough Physician. If any single period of sick leave persists for more than five (5) consecutive calendar days, Council may require the Full-Time Officer who is requesting additional sick leave to undergo a medical examination by a physician designated by Council, at Borough expense. If the Council-designated physician shall report and certify to Council that the Officer is capable of performing police duties, Council may require an additional medical examination by a physician selected by mutual agreement, and at the mutual expense, of the Borough and the Full-Time Officer (or the Association). If such physician confirms the certification, then his Sick or Injury Leave and Sick Pay shall be discontinued and he/she shall be directed to report for active duty.

(2) Re-Examinations. After the initial medical examination set forth in paragraph (1), Council may require such periodic re-examinations as may be appropriate under the circumstances, at Borough expense. If, after any such re-examination, the Council-designated physician shall report and certify to Council that the Officer is capable of performing police duties, the procedures described in paragraph (1) shall apply.

(f) Failure to Comply With Requirements. If an Officer fails or refuses to undergo any required examination under this Section, fails or refuses to report for active duty when so directed under this Section, or fails or refuses to produce any medical certification required under this Section, all Sick Pay and benefits under the Short-Term Disability Plan shall be discontinued. The provisions of this subsection shall not restrict the Mayor and/or Council from also taking any other disciplinary action.

(g) Wellness Bonus. Any Full-Time Officer who was employed throughout a calendar year as a Full-Time Officer and received no more than two (2) days of Sick Pay

and/or days of compensation under the Short-Term Disability Plan for that calendar year shall receive a Wellness Bonus of Three Hundred Fifty Dollars (\$350.00) for that year, payable in the first paycheck of the following calendar year.

§ 13 Bereavement Leave.

(a) **Immediate Family.** In the event of the death of a Very Close Relative of a Full-Time Officer, the Full-Time Officer shall be entitled to three days of Bereavement Leave and shall be paid Bereavement Pay in an amount equal to the applicable base hourly compensation under Section 3 *multiplied by* twenty-four (24) hours.

(b) **Other Relatives.** In the event of the death of a Close Relative of a Full-Time Officer, the Full-Time Officer shall be entitled to one day of Bereavement Leave and shall be paid Bereavement Pay in an amount equal to the applicable base hourly compensation under Section 3 *multiplied by* eight (8) hours.

(c) **Other Funerals.** Bereavement Leave, without pay, to attend the funeral of other persons with whom the Full-Time Officer had a close relationship may be granted at the discretion of the Mayor, without precedent.

(d) **Definitions.** For purposes of this Section, a Very Close Relative shall mean a Full-Time Officer's spouse, child, brother, sister, parent, parent-in-law, or grandparent, and a Close Relative shall mean a Full-Time Officer's uncle, aunt, niece, nephew, brother-in-law, or sister-in-law, or the grandparent, uncle, or aunt of the Officer's spouse. A person in one of the above-relationships by the half-blood, by adoption, or by a "step" relationship shall be treated the same as a person in a full-blood relationship.

§ 14 Military Leave.

Military leave shall be granted as provided by law.

§ 15 Short-Term Disability Plan.

During the term of this Agreement, the Borough shall continue to maintain a short-term disability plan and policy as provided in Chapter 16 of the Alburdis Codified Ordinances as in effect on the date of this Agreement.

§ 16 Long-Term Disability Insurance.

During the term of this Agreement, the Borough shall provide and maintain, at its own expense, long-term disability insurance protection for each Full-Time Officer hired by the Borough as a Full-Time Officer before January 1, 1996. The insurance shall be in the form of the policies in effect on December 31, 2007 (which are incorporated herein by reference), or substantially equivalent or superior coverage offered by other insurance carrier(s). The Borough shall not be obligated to provide long-term disability insurance for any person first hired as a Full-Time Officer after December 31, 1995.

§ 17 Life Insurance.

On or before December 1, 2007, the Borough shall offer to provide during the term of this Agreement life insurance protection for each insurable Full-Time Officer in the amount of One Hundred Thousand Dollars (\$100,000.00), without double indemnity, under a policy(ies) issued by company(ies) rated A+ or better by A.M. Best, and subject to the requirements, limitations, and other restrictions of such policies. If the Association shall approve the form of such policies on or before January 1, 2008, the Borough shall provide and maintain such life insurance protection during the term of this Agreement.

If the Association shall not approve the form of such policies by January 1, 2008, the Borough shall provide and maintain insurance protection as follows:

(a) Officers Hired Before January 1, 1996. During the term of this Agreement, the Borough shall provide and maintain, at its own expense, life insurance protection for each Full-Time Officer hired by the Borough as a Full-Time Officer before Janu-

ary 1, 1996. The insurance shall be in the amount and form of the policies in effect on December 31, 2007 (which are incorporated herein by reference), or substantially equivalent or superior coverage offered by other insurance carrier(s).

(b) Officers Hired After December 31, 1995. During the term of this Agreement, the Borough shall provide and maintain life insurance protection for each Full-Time Officer hired by the Borough as a Full-Time Officer after December 31, 1995 in a face amount equal to the Officer's base hourly compensation rate under Section 3 of this Agreement multiplied by 2,080, and rounded up or down to the nearest multiple of One Thousand Dollars (\$1,000), *provided* that said Full-Time Officers comply with all rules and regulations required under the policy issued by the Borough's insurer. The insurance shall be comparable in form (but not amount) to the policies described in subsection (a).

§ 18 Health Insurance.

(a) Active Full-Time Officers.

(1) In General. During the term of this Agreement, the Borough shall make available to each of the Full-Time Officers, at the Borough's cost, a program of medical coverage for Full-Time Officers and their eligible dependents. The program shall consist of the product known as HMO 10/10/35 Direct Access with Rx-Option 1 with lifestyle, as offered and renamed from time to time by Keystone Health Plan Central (or other affiliate of Capital Blue Cross which takes over that product), or substantially equivalent or superior coverage offered by other insurance carrier(s) or health maintenance organizations/paid provider organizations.

(2) Cash in lieu of Coverage.

(A) In General. A Full-Time Officer may elect to receive cash in the amount of Two Hundred Fifty Dollars (\$250.00) per month in lieu of receiving the coverage provided under paragraph (1), *provided* that the Full-Time Officer's election does not cause the Borough to fail the minimum participation requirements established by

the insurance carrier/health maintenance organization/paid provider organization for the Borough to be able to offer the coverage provided under paragraph (1). Payment for any given month shall be made with the first paycheck in that month. Any election under this paragraph 2 shall be made in accordance with the provisions of the Borough's Cafeteria Plan (Chapter 14 of the Codified Ordinances), which shall be amended to add an option to receive either cash under this paragraph 2(A) or coverage under paragraph (1).

(B) Preference Rules. It is understood that the minimum participation requirements of the carrier/organization may require a certain minimum number or percentage of Borough employees to be covered, and that certain employees might not be counted for purposes of that calculation (such as a rule that would not count employees who decline coverage because they are covered under the plan of their spouse's employer). If the minimum participation requirements would permit an election under this paragraph 2 for some, but not all, of the Full-Time Officers who must be counted for purposes of such a calculation and who desire to make the election, then as among those Officers the Chief shall have the first right to make this election, and the remaining Full-Time Officers shall have preference in order of seniority (based on their First Day). No other Borough employees shall be permitted to elect no health coverage or any different health coverage if such an election would prevent a Full-Time Officer from making an election under this paragraph 2.

(b) Retired Former Officers.

(1) In General. For any Officer who retires during the term of this Agreement with entitlement to receive an immediate normal retirement benefit or disability retirement benefit under the Borough of Alburtis Police Pension Plan, the Borough shall offer medical coverage for the retired former Officer during his/her retirement (until terminated under paragraph (3) below) which is the same as the coverage then being provided from time to time to active Full-Time Officers, *except* that the coverage shall provide benefits for the retired former Officer, and, if he/she so elects, his/her spouse (if the spouse is not yet eligible to receive Medicare), but *not* any other dependents, and the coverage shall *not* include any benefits which are reimbursed directly by the Borough (such as vision and dental expenses described in subsection (c)) rather than through an insurance carrier, health maintenance organization, paid provider organization, or other

third party. The retired former Officer must elect coverage under this subsection (b) at or before the time of retirement, to take effect immediately after his/her coverage as an active Full-Time Officer terminates.

(2) Payments by Former Officer. If a retired former Officer elects coverage under this subsection (b), the Borough shall contribute an amount each month towards the coverage which is equal to the *lesser* of—

(A) the monthly premium, under the rate structure in effect for the month in which the former Officer retired, to provide the medical coverage in effect at that time under subsection (a) to a person who had no dependents (*i.e.*, the rate for the single or individual coverage option); or

(B) the full cost of the coverage under this subsection (b) for the given month.

However, if the former Officer has become eligible to receive Medicare but coverage continues for his/her spouse who is not yet eligible to receive Medicare, the Borough shall not contribute any amount towards the spouse's coverage. Each month, the retired former Officer shall pay to the Borough the difference, if any, between the amount contributed by the Borough for that month and the cost of the coverage under this subsection (b) for that month. Payment for the coverage for any given month must be received at the office of the Borough Executive Secretary on or before the first day of that month. A late fee of Twenty-five Dollars (\$25.00) shall be paid for every fifteen (15) calendar days that all or any part of any monthly payment shall remain unpaid; all payments shall be applied first to unpaid late fees.

(3) Termination of Coverage. The coverage provided under this subsection (b) for any given retired former Officer will terminate upon the occurrence of the earliest of the following events:

(A) The date the retired former Officer becomes eligible to receive Medicare, *except* that coverage for the spouse of the retired former Officer may continue until the earliest of the date the spouse becomes eligible to receive Medicare or the date of an event described in subparagraphs (B), (C), or (D);

(B) The date the retired former Officer becomes eligible to participate in any other group medical insurance program as a result of employment;

(C) The date the retired former Officer elects to terminate the coverage provided under this subsection (b);

(D) The date that any amount required to be paid by the retired former Officer under paragraph (2) is more than sixty (60) days past due.

Once the coverage provided under this subsection (b) terminates, it cannot be elected again at a later time.

(c) **Vision and Dental Care Reimbursements.** The Borough shall reimburse each Full-Time Officer for up to Five Hundred Dollars (\$500.00) of vision or dental expenses incurred by the Officer or his eligible dependents during each calendar year of this Agreement. To be reimbursable, all such expenses must be such as qualify under Section 213 of the Internal Revenue Code.

§ 19 Pension Plan.

(a) **In General.** Except as provided in subsection (b), the Borough shall maintain throughout the term of this Agreement the Borough of Alburty Police Pension Plan and Trust as described in Chapter 17 of the Alburty Codified Ordinances as in effect on the date of this Agreement, which is incorporated herein by reference. It is agreed that such Plan shall govern all rights, duties and responsibilities of the Borough and the Full-Time Officers relating to the police pension.

(b) **Amendment.** Effective January 1, 2008, the Borough shall amend Codified Ordinances § 17-301(a)(1) (relating to Police Pension Plan—Benefits—Normal Retirement Benefit—Qualification—Minimum Age Requirement), and § 17-305(a)(3)(A) (relating to Police Pension Plan—Benefits—Death Benefits—Qualification for Normal Death Benefit—Age Requirement) by replacing “fifty-five (55)” with “fifty (50)”; and shall amend Codified Ordinances § 17-201(a)(2)(B) (relating to Police Pension Plan—Participation & Service— Participation—Active Participants—Entry Dates—New

Employees) by replacing the existing language with the following: “A person shall become an Active Participant as of the date he becomes a Qualified Employee.” The Borough shall adopt the amendments after review of an actuarial study concerning the amendments, and shall maintain the Plan as so amended throughout the term of this Agreement.

(c) **Charges, Challenges, etc.** The Association shall not hereafter challenge the validity or propriety of the Borough of Alburdis Police Pension Plan as provided under subsections (a) and (b), or the adoption of ordinances establishing or amending the Borough of Alburdis Police Pension Plan as provided under subsections (a) and (b) in any proceeding in any forum (except with respect to changes or clarifications in the law legislatively adopted, administratively promulgated, or judicially determined after the date of this Agreement).

§ 20 Scheduling.

(a) **Work Week.** Each Full-Time Officer shall be scheduled for forty (40) hours of work during each Week, except to the extent the Officer has taken authorized leave (such as vacations, sick time, injury leave, holidays, and bereavement leave).

(b) **Minimum Time-off Between Shifts.** Except in the event of an emergency, the extension of a scheduled shift for one or more hours, or the case of an Officer who is called out for duty which in “on call” status, no Full-Time Officer shall be scheduled to work at any time less than eight (8) hours after the end of a previous scheduled work shift.

§ 21 Uniforms and Equipment.

(a) Full-Time Officers.

(1) **Initial Uniform.** Each newly-employed Full-Time Officer shall be provided by the Borough with five (5) winter uniform sets and five (5) summer uniform

sets at the expense of the Borough. All uniforms so provided shall remain the property of the Borough, and be returned to the Borough upon the termination of a Full-Time Officer's employment with the Borough.

(2) Uniform Maintenance Allowance. Full-Time Officers shall maintain their uniforms in proper condition. The Borough shall reimburse Full-Time Officers for the cost of repairs to or replacement of all or part of any uniform damaged in the line of duty. Except as provided in paragraph (3), each Full-Time Officer shall be granted a uniform maintenance allowance of Three Hundred Dollars (\$300.00) in each calendar year. The Borough shall reimburse a Full-Time Officer for all uniform maintenance expenses up to the amount of his/her maintenance allowance.

(3) First Year of Service. For the calendar year in which the Full-Time Officer is hired as a Full-Time Officer, the amount of the Officer's uniform maintenance allowance shall be equal to the number of months to be worked by the Officer during that calendar year as a Full-Time Officer (rounded up if the Full-Time Officer was hired on or before the 15th day of a month and rounded down if the Full-Time Officer was hired after the 15th day of a month) *multiplied by* Fifteen Dollars (\$15.00).

(b) Part-Time Officers.

(1) Purchase of Uniforms. Each Part-Time Officer shall purchase at least two (2) sets of winter and two (2) sets of summer uniforms, of the type and style designated by the Borough. A Part-Time Officer may purchase such uniforms directly, or reimburse the Borough for the purchase of such uniforms through payroll deductions.

(2) Uniform Maintenance Allowance. Part-Time Officers shall maintain their uniforms in proper condition. Except as provided in paragraph (4), each Part-Time Officer shall be granted a uniform maintenance allowance of One Hundred Dollars (\$100.00) in each calendar year. The Borough shall reimburse a Part-Time Officer for all uniform maintenance expenses up to the amount of his/her maintenance allowance.

(3) Additional Allowance Every Three Years. Each time a Part-Time Officer completes three full years of service as a Part-Time Officer (from date of hire,

and not counting periods of thirty (30) days or more in which the Part-Time Officer does not work at least one hour as a Part-Time Officer) the Part-Time Officer's uniform maintenance account shall be credited with an additional Three Hundred Dollars (\$300.00).

(4) First Year of Service. For the calendar year in which the Part-Time Officer is hired, the amount of the Officer's uniform maintenance allowance shall be equal to the number of months to be worked by the Officer during that calendar year (rounded up if the Part-Time Officer was hired on or before the 15th day of a month and rounded down if the Part-Time Officer was hired after the 15th day of a month) *multiplied* by Seven Dollars (\$7.00).

(c) Changes to the Uniform. The Borough shall provide all Officers with additional or changed parts of the uniform, at Borough expense, whenever changes are made to the uniform by the Borough. This subsection shall apply only at the time the change is made, and not to uniform purchases, replacements, or repairs which occur thereafter.

(d) Use of Uniform. The police uniform shall only be worn in connection with police work as approved by the Mayor, unless otherwise authorized by Council and the Mayor.

(e) Vests. The Borough shall provide a bullet-proof vest to all Officers at no charge to the Officer or the Officer's uniform maintenance allowance. The Borough shall replace such vests, at Borough expense, upon the expiration of the manufacturer's warranty.

§ 22 Physical and Mental Examinations.

Each Officer shall undergo physical or mental examinations whenever required by the Borough. All examinations under this Section shall be at the expense of the Borough. Each Officer shall remain in sufficient physical and mental condition to properly perform his/her required duties.

§ 23 Grievance Procedure

(a) **Definition of “Grievance”.** For purposes of this Agreement, the term “grievance” shall mean a dispute concerning the meaning or application of any of the express terms or provisions of this Agreement or the reprimand, suspension, demotion, or termination of Officers for cause.

(b) **Initial Submission of Grievance.** If an Officer has a grievance with the Borough, he shall submit this grievance, in writing, to the Chair of the Public Safety Committee of Council, with a copy to the Mayor, Council, and the Association. The grievance shall be submitted within thirty (30) calendar days after the date the Officer knew or should have known of the grievance, or it shall be forever barred.

(c) **Response by Chair of Public Safety Committee.** The Chair of the Public Safety Committee shall respond, in writing, to the grievance within five (5) business days after it was submitted. The response shall either accept, deny, or partly accept and partly deny the relief requested by the grieving Officer.

(d) **Presentation to Borough Council.**

(1) **Submission.** If the Association or the aggrieved Officer is not satisfied with the decision of the Chair of the Public Safety Committee, the Association or the aggrieved Officer may request the opportunity to present the grievance to Council. The request must be submitted, in writing, to the Secretary of the Borough (or his/her designate) within five (5) business days after receipt of the decision of the Chair of the Public Safety Committee, or it shall be forever barred. Council shall then schedule a time to permit the aggrieved Officer, the Association, and representatives of the Borough to present the grievance to the Council, which shall not be later than the first regular meeting of Council which occurs at least fourteen (14) calendar days after the Secretary (or his/her designate) receives the request for a presentation. Council shall send the aggrieved Officer and the Association notice of the time for the presentation within two (2) business days after the date it is scheduled, but in all cases at least five (5) business days before the date of the presentation.

(2) Position of Borough Council. Council shall notify the aggrieved Officer and the Association of its position no later than one (1) business day after the first regular Council meeting following any presentation/meeting under paragraph (1).

(e) Failure of Borough to Make a Timely Response. If the Chair of the Public Safety Committee or Council shall fail to respond within any time limitation established under this Section, and the Association shall not grant an extension of such time limitation, the Chair or Council shall be deemed to have denied the grievance.

(f) Submission to Arbitration. If the aggrieved Officer or the Association shall not be satisfied with Council's position on the grievance, the aggrieved Officer or the Association shall so notify the Council within five (5) business days after the date of the Council's determination or deemed determination. Thereafter, Council may choose either to submit the grievance to arbitration or to reconsider its position. If Council does not accept the Officer's or Association's position within twenty-one (21) calendar days after the Officer's or Association's notice under this subsection (f), the Officer or the Association may submit the grievance to arbitration. All submissions to arbitration must be made within thirty-five (35) calendar days after the Officer's or Association's notice under this subsection (f), and must be in writing to the Secretary of the Borough, the President of the Association, and (if applicable) the Officer.

(g) Arbitration.

(1) The Arbitrator. In all arbitrations under this Agreement, there shall be one (1) arbitrator, selected by agreement of the Borough and the Association. If the parties fail to agree on an arbitrator, either party may request the Pennsylvania Bureau of Mediation to submit a list of three (3) potential arbitrators. Within five (5) business days after receipt of this list, the Borough shall strike the name of one of the three persons designated. Within five (5) business days after the Borough strikes one name, the Association shall strike the name of one of the persons designated. The individual remaining on the list shall be the arbitrator. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the arbitration hearing.

(2) **Scope of Arbitration.** The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement, or of any previous arbitration awards, but shall confine himself to the precise issues submitted for arbitration and no others. The decision of the arbitrator shall be final, subject to appeal only as provided by law.

(3) **Expenses.** All fees and expenses of the arbitrator shall be divided equally between the Borough and the Association. Each party shall bear the cost of preparing and presenting its own case.

(h) **Extension of Time Limitations.** The Borough and the Association may extend any of the time limitations set forth in this Section by agreement in writing.

§ 24 Civil Service Rules and Regulations.

The Association consents to the Civil Service Rules and Regulations set forth in Chapter 13 of the Alburdis Codified Ordinances as in effect on the date of this Agreement.

§ 25 Acting Chief.

In the event that the Chief becomes ill or disabled or for any other reason will be unable to perform all of the duties of his position, for a period expected to be in excess of twenty-eight (28) calendar days, Council may appoint another Officer as Acting Chief, to serve until the return of the Chief, the appointment of a new Chief, or Council's termination of the appointment as Acting Chief. During any period that an Officer is appointed and serving as Acting Chief, that Officer shall be paid at the same rate of compensation as the Chief under this Agreement. Except as provided in this Section, in the case of temporary absences by an Officer, the duties of the temporarily absent person shall be performed by other Officers without additional compensation; the duties of each Officer shall be deemed to include the temporary performance of another Officer's duties during his/her absence.

§ 26 Reservation of Rights.

Unless otherwise specifically provided in this Agreement, the Borough reserves and retains, solely and exclusively, all of its inherent rights to manage the Police Department, as such rights existed prior to the execution of this Collective Bargaining Agreement. The sole and exclusive rights of management which are not abridged by this Agreement shall include, without limitation, its right to establish or continue policies, practices and procedures for the conduct of the business of the Police Department and, from time-to-time, to change or abolish such policies, practices or procedures; the right to determine the methods, processes, and procedures to be utilized by Officers, the right to determine the duties to be assigned to Officers; to hire, promote, and transfer Officers; to select and to determine the assignment and reassignment of Officers in accordance with requirements determined by the Borough, including the total number of hours of work to be performed and the number of Officers on duty at any given time; to establish and change work schedules; and, otherwise to take such measures as the Borough may determine to be necessary for the orderly and efficient operation of the Police Department.

§ 27 Applicable Law.

This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

§ 28 Severability.

This Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

In Witness Whereof, the parties have hereunto affixed their hands and seals the day and year first above written, intending to be legally bound.

Attest:

BOROUGH OF ALBURTIS

Sharon Trexler, Executive Secretary

By: _____
Steven R. Hill, President of Borough
Council

Witness:

ALBURTIS POLICE OFFICERS'
ASSOCIATION

By: _____
Gregory Kuebler, Authorized
Representative

By: _____
Raymond Bulger, Authorized
Representative