

ARTICLE I: RECOGNITION

The Borough of Harvey Cedars hereby recognizes the PBA Local #175 as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all police officers, whether under contract, on leave, employed by the Borough; but excluding: **The Chief of Police.**

ARTICLE II: NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws, 1975, in a good faith effort to reach agreement on all matters concerning the terms and conditions of said employment. Such negotiations shall begin not later than September 15 of the calendar year in which this agreement expires. Any agreement so negotiated shall apply to unit employees, be reduced to writing, be signed by the PBA and the Borough, and be adopted by the Borough.

ARTICLE III: GRIEVANCE PROCEDURE

A. Definitions

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

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



3. **Party in Interest:** a "party in interest" is the person or persons making the claim and any person, including the PBA or the Borough, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise affecting members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. **Time Limits:** The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. **Level One – Chief of Police:** The grievance process must be initiated within ten (10) days of the event giving rise to the grievance. A member with a grievance shall first discuss it with the Chief of Police either directly or through the PBA's designated representative, with the objective of resolving the matter informally.

3. **Level Two – Commissioner:** If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after the presentation of the grievance, he may file the grievance in writing with the PBA. Within five (5) days after receiving the written grievance, the PBA shall refer it to the Commissioner of Public Safety and Public Affairs.

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



days after receipt of a request by the aggrieved person. If the grievance is not pursued to arbitration, it will be deemed as resolved according to the Borough's last response to it.

a. Within ten (10) days after written notice of submission to arbitration, the PBA and the Borough shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, either party may make a request for a list of arbitrators to the American Arbitration Association in accordance with the submission and selection process contained at N.J.A.C. § 19:12-5.3. The parties shall then be bound by the rules and procedures of the American Arbitration Association except as otherwise provided for within this Agreement.

b. The arbitrator's decision shall be in writing, and shall be submitted to the Borough and the PBA, and shall be final and binding on the parties. The Arbitrator shall be bound by the provisions of this Agreement, restricted to the application of the facts presented to him/her as stated at Step One of the grievance process and shall not add anything to, modify, alter nor subtract anything from this Agreement. No more than one grievance at a time may be considered by the Arbitrator without prior written agreement of the Parties.

c. In the event that arbitration of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section C.4a of this article provided, however, in the event the Borough files a Scope of Negotiations Petition with Public Employment Relations Commission, the arbitration will be stayed pending a decision of the petition by the Commission.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Borough and the PBA. Any other expenses incurred shall be paid by the party incurring same.



D. Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by representative(s) selected or represented by the PBA. The PBA shall have the right to present and to state its views at all stages of the grievance procedure.

E. Reprisals

No reprisal of any kind shall be taken by the Borough or by any member of the Borough against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

F. Miscellaneous: Group Grievance

If, in the judgment of the PBA a grievance affects a group or class of members, the PBA may submit such grievance in writing to the Chief of Police directly. The PBA may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so. A Group Grievance will be processed and initiated as a single grievance.

ARTICLE IV: MEMBER'S RIGHTS

A. No member shall be disciplined, reduced in rank, or denied any professional advantage without just cause. In all cases, any action taken or recommended by either the Chief of Police or any agent of the Borough shall not be made public, and in all cases, subject to the grievance procedure set forth in Article III.

B. Any action concerning discipline shall be subject to Section 5 Disciplinary Regulations of the Harvey Cedars Police Department's Rules and Regulations.



C. Any time a member is called before the Borough Commission regarding any action which could adversely affect the continuation of employment of that member, he / she shall be given notice of the meeting and reasons for same, and shall have a representative of the Association present to advise him at the meeting or council.

D. The parties hereby acknowledge the command responsibility of the Chief of Police of Harvey Cedars, and the responsibilities and duties of that office as Chief of Police.

E. Each member shall have the opportunity to review his personnel folder at least once a year. In all cases, no material shall be placed in the personnel folder of any member without the officer's knowledge thereof, or without the initials of the member on any copy received from the Borough.

ARTICLE V: WORK HOURS AND WORK YEAR

A. Work Hours

1. In all cases, member's workload shall not exceed eighty (80) work hours per 14 day cycle.
 - a. Sergeants shall work 10-hour shifts. The parties retain the existing ability for either to "flex" the regularly scheduled work hours by up to two (2) hours per daily assigned shift;
 - b. Starting on July 1, up to and including August 31 of each year, Patrol Officers may be assigned to a ten (10) hour work shift at the discretion of the Chief. During the balance of the calendar year, Patrol Officers shall be assigned as follows: during a 14 day cycle officers shall work six 12-hour shifts and one 8 hour shift. Said officers will not be entitled to any "Kelly Time."
2. All overtime shall be paid at the rate of time and one-half (1 1/2) for all hours worked over eighty (80) hours within a 14 day cycle.



B. Work Year

The work year for employees shall be from January 1st to December 31st.

ARTICLE VI: OVERTIME, CALL-IN, AND STANDBY

A. Daily Work Hours: Schedule Posting

Work schedules showing the employees' shifts, workdays, and hours shall be posted. Each work schedule shall be issued for a three-month period and shall be updated monthly to add a new third month to the schedule. An employee's request for a scheduling change may be denied in the event it will create overtime.

B. Call-in Time and Overtime

1. Any employee called to return to work outside of his regularly scheduled shift shall be paid a minimum of four (4) hours at time and one-half. It shall be in the employer's discretion to require the employee work any period of time when subject to a call-out.

2. Overtime shall be paid at the rate of time one and one-half the employee's regular hourly rate of pay for all time worked in excess of eighty (80) hours in any two-work week period. If an employee chooses compensation time (comp. time) instead of overtime, the time of rate shall be the same as overtime. Comp. time can be sold back up to 100 hours per year. Upon retirement, accrued but unused comp. time hours will be sold back.

3. In the event an employee is called to duty other than his normal assignment for appearance in either a Municipal Court, Grand Jury, or any other Court, the employee shall be paid on the following basis: If the employee goes to the Court and if the time involved is greater than the eighty hours for any fourteen (14) day period described hereinabove, then the employee shall receive time and one-half of their hourly rate for a



minimum of four (4) hours. However, if the employee's time spent in Court is during the initial eighty (80) hour period, then he shall receive the normal straight time.

4. In no event shall overtime be paid without the prior approval of the Chief of Police or Sergeant of Police.

5. In the event an employee is required to stand by for possible work, that employee will receive compensation for the time on standby. That rate shall equal two-thirds (2/3) his normal salary.

6. Overtime shall be offered on a rotating basis using the current seniority list. If the voluntary overtime list has been exhausted without obtaining sufficient manpower, the Chief of Police may order mandatory overtime.

ARTICLE VII: VACATION

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

1. During the first (1 st) year	No Vacation Earned
2. During the second (2 nd) year through the end of the fourth (4 th) year	90 working hours
3. During the fifth (5 th) year through the end of the ninth (9 th) year	130 working hours
4. During the tenth (10 th) year through the end of the fifteenth (15 th) year	170 working hours
5. During the sixteenth (16 th) year	180 working hours
6. During the seventeenth (17 th) year	190 working hours
7. During the eighteenth (18 th) year	200 working hours
8. During the nineteenth (19 th) year and beyond	210 working hours



B. Vacation time shall be permitted for each employee with the prior written approval of the Chief of Police. Each employee shall give written request of such vacation time at least sixty (60) days prior to the requested vacation time.

C. Employees who wish may carry their earned vacation from the year before into the following year. Such earned vacation time may not be carried more than one year. The Borough may elect to pay the employee for vacation time instead of carrying the employee's vacation from the year before into the following year. The Borough may exercise its option and make payment within the 1st quarter of the following year.

D. The employees shall continue the current practice of agreeing to work with less manpower on the affected shift when an employee takes his/her vacation so that the employer may not be required to replace the employee who is on vacation.

E. Due to increased demand for the department to be fully staffed during the Summer months, the use of vacation time shall be limited to 5 days off from Memorial Day to Labor Day unless approved by the Chief of Police. Only one Officer per day shall be permitted such vacation days with seniority dictating the right of approval. During the aforementioned time frame the Borough agrees, at the discretion of the Chief of Police, to necessarily add manpower for overtime should an Officer be on vacation to maintain efficiency of the Department.

ARTICLE VIII: SALARY

The annual base salary for each of the following classifications shall be as follows:

	Effective 1/1/2020 1	Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2024
1. Academy	\$35,000	\$35,000	\$35,000	\$35,000
2. Probationary Year	\$42,187	\$42,187	\$42,187	\$42,187
3. Intermediate Year*	\$43,242	\$42,242	\$43,242	\$43,242
4. Patrolman 1 st Year	\$51,298	\$52,580	\$53,895	\$55,242
5. Patrolman 2 nd Year	\$56,218	\$57,623	\$59,064	\$60,541
6. Patrolman 3 rd Year	\$61,138	\$62,666	\$64,233	\$65,839
7. Patrolman 4 th Year	\$66,058	\$67,709	\$69,402	\$71,137
8. Patrolman 5 th Year	\$70,978	\$72,752	\$74,571	\$76,435
9. Patrolman 6 th Year	\$75,898	\$77,795	\$79,740	\$81,734
10. Patrolman 7 th Year	\$80,818	\$82,838	\$84,909	\$87,032
11. Patrolman 8 th Year	\$85,738	\$87,881	\$90,078	\$92,330
12. Patrolman 9 th Year	\$90,658	\$92,924	\$95,247	\$97,628
13. Patrolman 10 th Year	\$95,578	\$97,967	\$100,416	\$102,926
14. Patrolman 11 th Year	\$100,498	\$103,010	\$105,585	\$108,225
15. Patrolman 14 th Year	\$105,418	\$108,053	\$110,754	\$113,523
16. Patrolman 17 th Year	\$110,338	\$113,096	\$115,923	\$118,821
17. Sergeant 1-3 Years	\$119,165	\$122,144	\$125,197	\$128,327
18. Sergeant 4 th Year & beyond	\$120,268	\$123,275	\$126,356	\$129,515

*Officer Nicholas D'Andrea hired in 2020 prior to implementation of the above guide shall next advance to Patrolman 1st Year. All employees hired on or after January 1,



2021, shall proceed through all steps including the intermediate year/step on their anniversary date (e.g., Patrolman 1st year applies as of the anniversary date of the second year of continuous employment and so on).



ARTICLE IX: BEREAVEMENT LEAVE

Each member shall be entitled, in addition to his sick leave and personal time, bereavement leave for each of the following relatives according to the following schedule: Hours paid will be based on the employee's scheduled workday. If the day falls on the 8 hour shift, its paid on 8 hours if a 12 hour day, then its 12 hours, etc.

1. Tier One: 7 days
 - a. Spouse
 - b. Child / Step-child
2. Tier Two: 3 days
 - a. Parent / Step-parent
 - b. Brother / Sister
 - c. Parent-in-Law
3. Tier Three: 2 days
 - a. Grandparent
 - b. Grandchild
 - c. Son / Daughter-in-Law

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



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

ARTICLE X: HOLIDAYS

There shall be twelve (12) paid holidays for each member of this unit. Holidays shall be paid at the rate of one and one-half times the officer's established hourly rate:

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

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

ARTICLE XI: HEALTH CARE INSURANCE

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



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

Officers will contribute towards the cost of health care premium contributions as set forth in Tier 3 of the 4 year phase-in of Chapter 78.

The Borough reserves the right to determine and offer incentives for specific benefits offerings during the term of this Agreement without further negotiation.

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

A. Sick Leave

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

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

1. Sick hours must first be used from the 96 hours available of the current year.
2. Once the 96 hours of the current year are used up, the employee can go into the banked days only for injury or serious illness as certified by a doctor.

For routine illness or injury, regular accumulated days must be used.

3. Banked time used in excess of 24 hours shall be alternated with accumulated day for a day ratio (12 hours for 12 hours).
4. Banked hours cannot be sold back to the Borough at any time.



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

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

At the end of each calendar year, an employee may elect to sell back to the Borough up to one-half of any unused portion of the 120 regular sick hours at the employee's per diem rate of pay. For purposes of sick time sellback, time shall be computed at an hour for hour basis (1 for 1). For 2017 sick time sell back shall be in an 8 hour day as stated in the previous collective bargaining agreement to allow for the unused sell back of sick time from 2016.

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

After 36 consecutive hours of sick leave, a physician's certificate may be required by the Chief of Police to indicate that the employee is capable of returning to work.

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

B. Personal Leave

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

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



2. In any event, a patrolman must notify the Chief of Police at least one day in advance. In cases of emergency, a notification may be phoned in or waived. Personal leave shall not be taken without a valid emergency need.

3. At the end of each calendar year, an employee may elect to sell back to the employer any unused personal days at his regular rate of pay.

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

C. Leaves of Absence

The Borough of Harvey Cedars shall grant a medical leave of absence or job protected leave covered by federal or state law to any member of the police department for good reason, which leave must be approved by the Chief of Police and a majority of the Board of Commissioners of the Borough of Harvey Cedars. In no event shall any leave of absence be granted for more than six (6) months. Notification of leave must be given four (4) weeks prior to leave.

ARTICLE XIII: PRIVATELY OWNED VEHICLES

When, by necessity, the employer requires an employee to use his privately owned vehicle for police duties, the employer agrees to reimburse the employee on the basis of the current IRS approved amount for said function. Said money shall be reimbursed to the employee upon the submission of a proper voucher in accordance with the department rules and regulations and shall be paid to him in the normal course of business by the Borough. The employee shall be responsible for retaining all necessary insurance for his automobile, and shall make no claim against the employer for any damages arising out of the employee's use of his automobile.



ARTICLE XIV: UNIFORMS

Each member shall report to duty in proper uniform at the beginning of each shift. To defer the cost of uniforms, the employer shall supply to each new officer at the Borough's total expense, a complete set of uniforms and equipment. The employer agrees to reimburse each member up to the maximum amount of nine hundred dollars per annum. Said reimbursement shall be used for replacement, maintenance, and cleaning of uniforms and equipment upon submission of a proper voucher.

The Borough shall reimburse any member of the department for any personal property damaged as a result of performance of duty for Harvey Cedars upon the submission of a proper voucher.

ARTICLE XV: COLLEGE INCENTIVE

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

ARTICLE XVI: RETIREMENT

Employees voluntarily retiring their position with the borough will receive prorated credit / payment for any unused personal, or sick days, based on retirement date. Vacation time is earned from the previous year, therefore vacation is exempt from prorated credit clause. Additionally, the borough may deduct payment for time already used from the



employee's final paycheck. The college stipend referenced in Article XV shall be prorated based upon the retirement date.

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

**ARTICLE XVII: DUES WITHHOLDING, INDEMNIFICATION AND
WORKPLACE DEMOCRACY ACT PROVISION**

Dues deducted by the Borough shall be transmitted to the designated Union Official. The Borough agrees to provide to the Union, on a monthly basis, a complete up-to-date electronic listing of all employees covered by this Agreement. Such listing shall be in the Excel format and include the employee's department, job classification, work location, home address, employment status, membership status and the amount of the dues deducted as it appears on the records of the Borough. Dues deducted by the Borough shall be paid over to designated Union Official on a semi-annual basis. The union shall hold harmless and indemnify the Township from any and all claims, damages, costs or fees arising out of the Borough's compliance with this Article.

The Borough will follow the terms of the New Jersey Workplace Democracy Enhancement Act, including those terms covered by this Article, provided that in the event any Court issues an injunction prohibiting enforcement of the Workplace Democracy Act the parties will comply with that determination even though the Borough and Union were not a party to that Court action.



ARTICLE XVIII: MANAGEMENT RIGHTS

- A. For purposes of this clause the term Borough shall mean the Commissioner of Public Safety and Public Affairs, Public Safety Director, Chief of Police, governing body or designee as established by and in accordance with law.
- B. The Borough retains the right in accordance with applicable laws and regulations directly and by way of delegation to designated:
1. To direct all operations within the Police Department;
 2. To direct all employees within the Police Department;
 3. To hire, promote, transfer, assign, reassign and retain employees in positions within the Police Department and the Borough and to suspend, demote, discharge, or take other disciplinary action against an employee;
 4. To maintain the efficiency of government operations;
 5. To determine the methods, means, and personnel by which such operations are to be conducted or performed;
 6. To determine the number and kind of jobs and classifications, titles and positions;
 7. To contract work including but not limited to professional and other specialized services;
 8. To take whatever action may be necessary to comply with State and Federal Law and Regulations.



C. It is the intention of the parties that all matters effecting wages, hours, and other terms and conditions of employment which are not specifically governed by this Agreement, remain within the discretion of the Borough.

ARTICLE XIX: PBA TIME OFF

Any employee who sits on the executive board for P.B.A. Local 175 as State Delegate, Alternate Delegate or President shall be allotted 3 days per year for the business of PBA Affairs, subject to available manpower and approval by Chief of Police. Should another employee request time off ahead of the Board Members request, the request by the Board Member shall be denied unless time off falls under the convention act. P.B.A. time shall be submitted 30 days before the day requested off. In the event of resignation or retirement P.B.A. Time shall not be compensated in any way financially. Should a Board Member request time off on a holiday stated in Article XV, they shall not be entitled to the 12 hours of holiday time.

P.B.A. time cannot create overtime unless time off falls under the Convention Act. The employees shall continue the current practice of agreeing to work with less manpower on the affected shift when an employee takes P.B.A. time, the employer may not be required to replace the employee who is out. P.B.A. Employees shall be granted paid time off for the Collective Bargaining Seminar with a max allotted of two officers to attend, so long as the seminar is not held between Memorial Day and Labor Day.

P.B.A. Time shall not be granted during the period commencing with Memorial Day weekend up to and including Labor Day weekend.

ARTICLE XX: FULLY BARGAINED AGREEMENT



- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations whether or not discussed by either party.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. The Borough and the Union, for the life of this Agreements, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred or covered in this Agreement, even though each subject or matter may not have been within knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.
- D. In the event of unforeseen and unexpected circumstances, the Borough and the Union may voluntarily agree to negotiate terms of this agreement provided, however, either



party retains the discretion to decline such negotiations or opt to end such negotiations at any time.

ARTICLE XXI: NO WAIVER

Any and all benefits previously enjoyed by the members of the Union will remain in effect unless otherwise agreed to by both parties. Except as otherwise provided in this agreement, the failure to enforce any provision of this agreement shall not be deemed as a waiver thereof. This agreement is not intended and shall not be construed as a waiver of any right or benefit to which employees are entitled by law.

ARTICLE XVIII: SAVINGS CLAUSE

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

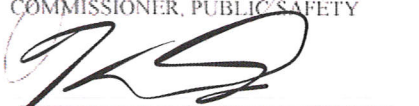
ARTICLE XIX: DURATION

The duration of this agreement shall be from January 1, 2021 through December 31, 2024, and its terms shall continue in effect until a successor contract is negotiated.

IN WITNESS WHEREOF the parties have hereunto affixed their hands and seal
this 8th day of January 2021

ATTEST:


BOROUGH CLERK


COMMISSIONER, PUBLIC SAFETY

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



