

# Collective Bargaining Agreement

Borough of Honesdale

and

Honesdale Police  
Officers Association (H.P.O.A.)

January 1, 2021 through December 31, 2024

## **HONESDALE BOROUGH POLICE CONTRACT**

This agreement is made and entered into this, \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Borough of Honesdale in the County of Wayne and the Commonwealth of Pennsylvania (Borough), and the Honesdale Police Officers Association (H.P.O.A.).

**WHEREAS**, the Borough and the H.P.O.A have entered into collective bargaining as called for by an Act of the General Assembly entitled, "Collective Bargaining by Police and Fireman", dated 1968, June 24, P. L. No. 111, Section 1, et seq. (43 P.S. §§ 217.1 et seq.) said collective bargaining being for the purpose of agreeing to working conditions, compensation, hours and other benefits for the regular, full time, civil service members of the police force (hereinafter called regular members); and

**WHEREAS**, the Borough has fully recognized the H.P.O.A as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all the full-time regular police presently employed by the Borough during the term of this agreement, said representatives having been designated by 50 percent or more of the police force, as required by Act 111; and

**WHEREAS**, through collective bargaining and Act 111 Arbitration, the Borough and the Bargaining Representatives have settled all disputes existing between the parties, the date and year above written.

## **I. EFFECTIVE PERIOD OF AGREEMENT**

This agreement shall be effective from the 1<sup>st</sup> day of January 2021 and including the 31<sup>st</sup> day of December 2024.

## **II. WAGES**

New hire salary scale. During the term of this contract, the annual base salary for any full-time civil service member hired on or after January 1, 2021 shall be according to the following scale:

	January 1, 2021 – December 31, 2024
Patrol Officer Starting – Uncertified	\$41,371.20 (\$19.89)
Patrol Officer Starting - Certified	\$42,619.20 (\$20.49)
Patrol Officer After 1 year of service	\$44,750.16 (\$21.51)
Patrol Officer After 2 years of service	\$46,987.67 (\$22.59)
Patrol Officer After 3 years of service	\$49,337.05 (\$23.72)
Patrol Officer After 4 years of service	\$51,803.90 (\$24.91)
Patrol Officer After 5 years of service	\$54,394.10 (\$26.15)

Any full time civil service member of the police force on the step progression during the term of this contract will receive step movement only, not a general wage increase.

Effective January 1 of each year of the contract, all regular, full time civil service members of the police force who are not on the above scale shall receive an annual salary increase of 3.25% for 2021; 3.25% for 2022; 3.5% for 2023; and 3.5% for 2024. The salary increase shall be based on “total hourly wages” calculated by adding the base wage rate and hourly rank differential rate (Rank Differential/2080 hours) then multiplying by the rate of annual salary increase. For example, a Sergeant with a base wage rate of \$32.00 per hour and an hourly rank differential rate of \$1.68 will have total hourly wages of \$33.68 upon which the annual salary increase would apply the following year.

## **III. RANK DIFFERENTIAL**

Ranking Officers shall receive a rank differential in the amount set forth below, which differential shall become an integral part of their base wage rate for the duration of this agreement:

a) Chief of Police	\$7500 (\$3.61 per hour)
b) Lieutenant	\$5000 (\$2.40 per hour)
c) Sergeant	\$3500 (\$1.68 per hour)
d) Patrol Officer First class	\$2000 (\$0.96 per hour)

Definition of patrol officer first class shall be any full-time civil service officer who is vested in their pension (12 years of service) shall be recognized by a single chevron affixed to the sleeve.

Rank structure of the Police department shall be agreed to as follows:  
Chief of Police, Lieutenant, Sergeant after which remaining officers shall be either Patrolman first class by above definition or regular patrolman.

The appointment of the Chief of Police shall be filled at the sole and exclusive discretion of the Borough. Every vacant position for patrolman, sergeant or lieutenant shall be filled in accordance with the Borough of Honesdale Civil Service Commission Rules and Regulations. The filling of vacancies within the Department shall be at the sole discretion of Borough Council.

Should an officer be promoted to a ranking officer position, that officer shall receive the appropriate rank differential for the ranking position whose duties they are performing. Should an officer serve in an acting capacity at a higher rank for a period of 30 consecutive days or more, that officer shall receive the appropriate differential for that ranking position, with pay being retroactive to the first day of serving in that position.

#### **IV. SHIFT DIFFERENTIAL**

Officers working the twelve am to eight am (12x8) shift will receive a shift differential pay of three percent (3%) of total hourly wages when working that shift. Officers working the four pm to twelve-am (4x12) shift will receive differential pay of two percent (2%) of total hourly wages when working that shift.

#### **V. PROBATIONARY PERIOD**

The period of probation required of a new civil service member on the Police Force with the required Act 120 training shall commence on date of hire and continue for a one (1) year period. Should a new hire not have the required Act 120 training upon their hiring the probation period shall be one (1) year after his/her successful completion of the Act 120 Training School.

#### **VI. LONGEVITY**

Longevity payments shall be made on or before April 15<sup>th</sup> in the year following the year in which the officer completes five (5) years of full-time service with the Borough's Police Department, and on or before April 15th of each subsequent year

during which the officer is in the active full-time service of the Borough's Police Department. Effective January 1, 2021, officers shall receive an annual payment of \$150.00 for each year of service in excess of five (5) years with no limit on the number of years of service.

## **VII. HOLIDAYS**

Each member of the regular, full time police force shall have the following paid holidays off each year:

New Year's Day	Veterans Day
Presidents Day	Easter
Memorial Day	July 4th
Labor Day	Columbus Day
Thanksgiving	Christmas

And one day off of the individual's choosing, said day to be considered as the official Birthday of the individual, and said day off to be on the individual's birth date, or on any other day he/she shall choose, subject to the approval of the scheduling officer.

- A. Should an officer be required to work on a holiday, he may take double time or choose to take another day off instead of taking the double time.
- B. If an officer misses a holiday because he is scheduled off, he shall have twelve (12) months from the date of the missed holiday to take the time off.

## **VIII. 40 HOUR WORK WEEK**

All regular police employed by the Borough shall work a forty (40) hour week. Said work week shall consist of five (5) eight-hour days.

## **IX. OVERTIME**

- A. All police personnel working more than forty (40) hours in any week shall be paid at the rate of time and one-half for all hours worked over forty (40). All police personnel working more than eight hours in any one day or shift shall be paid at the overtime rate for all hours worked in excess of eight (8) on said day or shift; the hourly rate shall be determined by dividing the police officer's weekly salary by forty (40); one-half time shall be determined by dividing the quotient of the preceding calculation by two (2). Both calculations shall be added together and the resultant sum shall be the hourly rate paid for all overtime.
- B. No overtime is to be worked by any officer unless ordered to do so by the Mayor, Chief of Police, or the officer in charge. The above persons may make such order specifically and/or by regulation and rule require overtime to be worked upon the happening of such events as he/she shall outline in said regulations or rules.

## **X. COMPENSATORY TIME**

- A. Any full time, Police Officer may take compensatory time off for any period of time, which the officer has previously worked. Compensatory time shall be calculated according to the same formula which would have been used had the officer been paid for the time worked e.g. taking compensatory time for overtime entitles the officer to one and one-half hours time off for each hour worked). Compensatory time may be taken at a time to be approved by the Chief or officer in charge.
- B. During the term of this contract, all full-time officers can accumulate up to eighty (80) hours of compensatory time which can be cashed out at the final pay period of this contract.

## **XI. COURT APPEARANCES**

An officer required to report to court (including magistrate's hearings) outside of his regularly scheduled shift, shall be paid for four (4) hours pay at time and one-half for each half day, or portion thereof he spends in court (or having reported to work for court, in the case of last minute continuances). The first half of any court day shall end when the court recesses for its normal lunch period. The officer shall not be required to report for additional duty on his day off in order to become eligible for this court appearance pay.

## **XII. SICK LEAVE**

- A. Each officer shall accumulate sick leave at the rate of fifteen (15) days per year to a maximum of one hundred twenty (120) days accumulated sick leave (if unused). The Borough shall pay each officer a bonus at the rate of 50% of base pay per day for unused sick leave over one hundred twenty (120) days. The bonus is payable by the borough on the final pay period each year.
- B. In the event an officer is off more than three consecutive (3) days sick leave, he shall present a written document attesting to the fact that he was ill, and unable to work. Should an officer be off for a period in excess of fifteen (15) days, the Borough, at its own expense, shall have the right of having an examination by an independent physician of the Borough's choosing. At its own expense, the Borough may procure a written diagnosis of an employee's illness from the employee's physician, provided the employee approves of the release of his medical records.
- C. Catastrophic leave -There shall be established a catastrophic leave fund wherein any officer may "donate" any amount of their unused sick time to the catastrophic leave fund to aid another officer who has used all of his/her leave due to an extended or catastrophic illness or injury.

## **XIII. PERSONAL DAYS**

Each officer shall have four (4) personal days per year that may be used on short notice, and for any reason. Personal Days shall be non-accruable, and shall not be

paid if unused at the end of the year. The officer using the personal day shall not be required to find another officer to cover the shift.

#### **XIV. HEALTH INSURANCE (Active Members)**

##### **A. Major Medical and Hospitalization**

1. The Borough shall provide major medical and hospitalization benefits to all active full-time officers and the full-time officers' dependents. The major medical and hospitalization benefits offered to full-time officers and their dependents shall be consistent with the plan in effect as of January 1, 2021 with a \$250 deductible. The Borough shall have the authority to switch health plans or providers, so long as the resulting benefits are substantially similar to the pre-existing plan.
2. Effective with the first full pay period following August 1, 2021, active officers shall begin making contribution of 2.5% of gross pay per pay period towards the premium cost of their major medical coverage.
3. Officers hired after January 1, 2021 shall pay the following spousal surcharge if a spouse is eligible for medical coverage through the spouse's place of employment and remains on the Borough's plan:

<u>Year</u>	<u>Fee</u>
January 1, 2022	\$15 per pay period
January 1, 2023	\$20 per pay period
January 1, 2024	\$25 per pay period

4. The Borough will continue the TASC accounts available to current full-time officers. Officers hired after January 1, 2021 shall not be eligible for TASC benefits.

##### **B. Dental.**

The Borough shall provide dental benefits to all active full-time officers and the full-time officer's dependents. The dental benefits offered shall be consistent with the plan design and summary of benefits referred to as "Concordia Flex" which is attached as Appendix 2 and incorporated herein. The Borough shall have the authority to switch dental plans or providers, so long as the resulting benefits are substantially similar to the pre-existing Concordia Flex plan.

##### **C. Vision**

The Borough shall provide vision benefits to all active full-time officers and full-time officer's dependents. The vision benefits offered shall be consistent with the plan design and summary of benefits referred to as "Option H" from Davis

Vision. The borough shall have the authority to switch vision plans or providers, so long as the resulting benefits are substantially similar to the pre-existing Davis Vision Option H plan.

**D. Alternative Coverage**

Although the Borough is required, for the duration of this agreement, to offer the major medical, dental, and vision plans described above to active officers, nothing in this agreement shall preclude the Borough from offering alternate major medical, dental, or vision plans with varying benefit levels to active officers. Active officers who elect to enroll in an alternate plan offering shall continue to be subject to the premium contribution, which shall be 2.5% and administered in the same manner as described above.

**XV. HEALTHCARE – RETIRED COVERAGE FOR CURRENT MEMBERS**

- A. The Borough shall provide healthcare benefits to officers who retire pursuant to normal superannuation, early, or service connected disability retirement. In the case of early retirement, the retired officer shall be eligible to receive retiree healthcare benefits on the first day of the month following the date on which the officer would have reached the age and service requirements for normal superannuation retirement. Benefits shall also be provided to such retired officers' spouse so long as the officer is eligible for retiree healthcare benefits. Retired officers shall be required to immediately notify the Borough of the death or divorce of their spouse.
- B. The retiree healthcare benefits to be provided by the Borough shall be the same healthcare benefits provided to active officers, as those benefits may change from time to time. Retired officers shall also be subject to the same requirements and obligations for the receipt of health care benefits as are active officers (including, but not limited to, premium contributions, which payment shall be equal to 2.5% of pension wages), as those requirements and obligations may change for active officers from time to time.
- C. The retiree healthcare benefits for the retired officer and spouse shall continue until the member or spouse becomes eligible for substantially similar coverage (if the retiree and/or spouse becomes eligible for alternate coverage that is not substantially similar, the Borough may take steps to render it substantially similar); or until the retired officer or spouse becomes eligible for Medicare, whichever occurs first.
- D. Officers hired on or after January 1, 2021 shall not be eligible for healthcare benefits upon retirement.



## **XVI. TIME OFF IN THE EVENT OF DEATH**

In the event that a regular member of the police force has a death in his/her family of any one of the family members listed below, and he/she attends the funeral, he shall be given three (3) days off with pay, beginning on the day of the death or any time commencing with the day before the funeral to the day of the funeral.

Sister	Brother
Father-in-law	Mother-in-law
Grandparents	Grandchildren
Sister-in-law	Brother-in-law

In the event of the death of an officer's mother, father, spouse or children, he/she shall be given five (5) days off with pay, beginning on the day of the death or any time commencing with the day before the funeral to the day of the funeral.

## **XVII. LIFE INSURANCE**

- A. The Borough shall purchase at its own cost and without cost to the police officers, life insurance on the life of each officer in an amount of not less than \$75,000 for all active officers, and each officer shall have the right to name his/her own beneficiary.
- B. The Borough shall continue life insurance coverage for retired officers at no expense to said officer.
- C. Officer hired after January 1, 2006, shall not receive post-retirement life insurance upon their retirement.

## **XVIII. FALSE ARREST INSURANCE**

- A. The borough shall provide false arrest insurance.
- B. The Borough shall indemnify and hold harmless each and every officer whether full or part time, from civil or criminal prosecution for false arrest. Said indemnification shall also cover all normal and ordinary legal fees incurred while defending said prosecution for false arrest.

## **XIX. PERSONAL PROPERTY DAMAGE**

The Borough shall provide insurance to cover, repair or replace personal property damaged in performance of duty at no cost to the officer.

## **XX. MILEAGE**

Police officers shall be compensated at the federal rate for driving their personal vehicle on police or Borough business.

## **XXI. CLOTHING AND EQUIPMENT ALLOWANCE**

- A. The Borough shall have the right, within its sole discretion to designate a vendor or vendors to supply uniforms. Officers will be reimbursed, up to the amount of their annual clothing allowance, upon providing receipts to the Borough Secretary. The Borough shall have the right to verify, with the vendor, the purchase for which reimbursement is claimed.
- B. The Borough will provide each officer with body armor. Said body armor shall be replaced in accordance with dates provided by the manufacturer.
- C. The Borough shall purchase any change of uniform, which is authorized by the Borough from the current style, color, etc. The Borough shall provide three (3) uniforms of the new type for each full-time officer. If winter uniform is different from summer uniform then three (3) of each type will be issued to the officer.
- D. Annual Clothing Allowance: \$1,000.00 per year.

## **XXII. EDUCATION**

- A. Full-time officers who have completed at least two continuous years of service with the Borough may apply for educational reimbursement with the Borough, subject to the approval of the Borough, which shall not be unreasonably denied if the conditions discussed below are met. Educational reimbursements will only be provided by the Borough under the following conditions:
  - 1. Reimbursement applications will be for tuition costs. Tuition costs will be reimbursed on a credit for credit basis up to, but not exceeding, the then current per-credit tuition fee for the State System of Higher Education. (For example, if the officer takes a 4 credit course and meets the criteria below, the officer will receive reimbursement for the course up to the cost of a 4 credit course at a State System of Higher Education college or university.)
  - 2. The officer must secure a written authorization from the Borough prior to the start of the course or training confirming:
    - a. That the course or training is job related;
    - b. That the course or training is provided by an approved and/or accredited facility or institution; and
    - c. That the Borough has authorized the officer to attend such course or training and receive reimbursement as provided for in this Article.
  - 3. The officer must earn at least the grade of "B" or its equivalent in the course to be eligible for normal reimbursement as described above, and the officer must provide valid transcripts to the Borough to verify satisfaction of this requirement. If the officer earns a grade of "C" or its equivalent, as proven by a valid transcript, he or she will receive a reduced reimbursement of 80% of the normal reimbursement described above.
  - 4. Courses must be scheduled and taken outside of the officer's normal work schedule and will not be considered duties or work performed on behalf of the Borough.
  - 5. The officer must sign a repayment agreement that requires the officer to refund the Borough, including through final payroll deduction, for any educational

reimbursements provided to that officer in the event the officer voluntarily separates from employment, or is terminated for cause, less than three years after completion of the final course for which the officer received the educational reimbursement, under the following separation schedule:

- a. If separation/termination less than 1 year after completion of the course; officer must refund 75% of the total educational reimbursement.
  - b. If separation/termination less than 2 years after completion of the course; officer must refund 50% of the total educational reimbursement.
  - c. If separation/termination less than 3 years after completion of the course; officer must refund 25% of the total educational reimbursement.
- B. Any new officer who is required by law to attend the Municipal State Police School, during his attendance at said school, shall be paid his/her full salary, tuition and mileage at the state rate per mile, as well as all toll and turnpike charges.
- C. The work schedule of any officer attending said approved school or courses may be adjusted by the Chief so as to allow said officer to attend each and every class of the course.

### **XXIII. OFFICER TRAINING**

In addition to any training requirements prescribed by the state, additional training will be available and prescribed as follows:

- A. Firearms qualification - To be conducted as per MPOETC standards by a certified firearms instructor. The Borough shall provide all ammunition necessary to qualify, as well as one box of ammunition for each officer, full or part time, per month. This monthly ammunition is to be used for firearms practice.
- B. Each officer will get non-mandatory training annually which will be approved on a case by case basis. Requests will be made through the Training Officer (which will be designated by the Safety Committee) to the Safety Committee for approval.

### **XXIV. VACATION (Paid)**

- A. Each officer who has been employed for one year or more including any probationary time shall have an annual vacation often (10) working days each year.
- B. Each officer with three (3) years of consecutive service, but less than ten (10) years, shall have an annual vacation of fifteen (15) working days per year.
- C. Each officer with ten (10) years of consecutive service, but less than fifteen (15) shall have an annual vacation of twenty (20) working days per year
- D. Each officer with fifteen (15) years consecutive service, but less than twenty (20) years, shall have an annual vacation of twenty-five (25) working days each year.
- E. Each officer with twenty (20) years or more of consecutive service shall have an annual vacation of thirty (30) working days each year.
- F. Vacation shall be with pay; said vacation time shall be allowed to the officer on consecutive working days at a time of his/her choice, subject to the approval of the Chief or his representative.

- G. No officer's vacation time shall be rescheduled within thirty (30) days of the beginning of said vacation. All members of the police force shall have the opportunity of scheduling their vacation so that it falls at a time between June 1st and September 30th of the year. Vacation may be scheduled in a manner different than herein set forth, subject to the approval of the officer concerned.
- H. Officers may only accumulate ninety (90) days' vacation through 31 December of each year and on 1 January the next year, will be awarded that year's vacation time. (Example-If an officer has 90 days accumulated and is awarded an additional 20 days as of Jan 1, he will have until December 31 of that year to use any days over the 90 or lose them.)

## **XXV. HEART AND LUNG**

- A. In the event that any member of the bargaining unit is incapacitated as a result of a work-related injury or illness, that bargaining unit member shall continue to receive his/her full salary and all other benefits provided by this agreement for the duration of the temporary disability.
- B. In addition to the foregoing, the Borough will be responsible for all reasonable medical expenses related to the work-related injury as described hereinbefore. This language shall not be interpreted to allow an officer to "double-dip" by the duplication of payment of medical bills by the Heart and Lung Carrier and by any other insurance carrier, including but not limited to Blue Cross and Blue Shield.

## **XXVI. KILLED IN ACTION**

- A. In the event that a member of the bargaining unit is killed in the line of duty, that bargaining unit member's surviving spouse and dependents will continue to receive the health benefits provided by this agreement until such time as;
  - 1. The spouse either remarries or obtains substantially similar benefits on a non-paid basis from another employer; and
  - 2. The children cease to be "dependents" within the meaning of the insurance policy.
- B. Should an officer be killed in the line of duty or suffer a catastrophic personal injury which leaves him/her permanently and totally disabled, the Borough shall, through its office personnel, apply for benefits for either the officer, if disabled, or his widow under the Public Safety Officers' Benefits Act (42 U.S.C. 3796, et seq.) by the Bureau of Justice Assistance the U.S. Department of Justice.

## **XXVII. PENSION**

- A. This amount of pension benefits shall be computed at one-half (1/2) the monthly average base salary of such member during the last thirty-six (36) months of employment. In addition, there shall be included the longevity pay and ranking officer pay and any overtime pay received during that thirty-six month period.
- B. The minimum age for qualifying for a pension shall be in accordance with Act 600 (The Police Pension Act). Should Act 600 be changed through legislation giving the

- Borough the option to allow an officer to retire at an earlier age, or with less time in service, or both, then the Borough shall allow an officer to retire and receive his pension as early as possible.
- C. Retirees shall receive increases in pension benefits bearing a relationship to active salary increases, but limited as provided by Act 600.
  - D. Pension for employees retiring because of disability shall be calculated on the basis of base earning and longevity pay in their last three (3) years of work.
  - E. The wife of each officer shall receive one-half of her husband's pension if she survives him, whether or not he is retired at the time of death. In the event the officer's spouse does not survive him, the officer's dependent children shall receive one-half of the officer's pension until they reach the age of eighteen.
  - F. An officer shall be vested in his pension after twelve (12) years of service. Vesting provisions to comply with Act 600, the Police Pension Act.
  - G. The Borough shall update and/or enact ordinances to encompass all pension benefit changes granted to the police force in this contract, if any.
  - H. The Police Pension Plan shall be amended to eliminate the Act 600 Killed in Service benefit set forth in Section 6.03 of the Plan. Section 6.03 shall be amended to provide that benefits for survivors of officers killed in the line of duty are now provided by the Commonwealth pursuant to Act 51 of 2009. All other provisions of the Plan shall remain the same.
  - I. The Borough shall not delete any appropriate ordinance allowing an officer to buy back his active military service time against the pension service requirement as allowable by state law.
  - J. The Borough shall provide that the length of service increment will be the maximum allowable as per Act 600.

## **XXVIII. JUST CAUSE**

No police officer shall be disciplined in any manner, or discharged except for just cause.

## **XXIX. GRIEVANCE PROCEDURE**

- A. Introduction: It is the intent of the parties to this agreement to use their individual and collective best effort to promote and encourage the informal and prompt adjustment of any complaint which may arise between the police department and the employer. Therefore, the parties agree that they shall use the procedures set forth herein for resolution, strictly pursuant to the terms of this agreement, of all alleged violations to the terms or provision of this agreement.
- B. Definitions: For purposes of this grievance procedure, the following definitions shall be applicable;

Employer-Shall mean the Borough of Honesdale

Grievant -shall mean any police department employee covered under this agreement, who, pursuant to the terms of this agreement, seeks resolution for a grievance.

Grievance -Shall mean an allegation placed in writing by the grievant that any express provision or term of this agreement has been violated by the employer. The written grievance shall contain specific details including the section alleged to be violated and the remedy sought, names or involved persons, date, time and place and signature of the grievant.

Day -Shall mean a working day, Monday through Friday, exclusive of any employer approved holiday.

- C: **Step #1:** The police employee may take up a grievance with the police officers immediate supervisor within five (5) calendar days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond within five (5) calendar days after such discussion.

**Step #2:** If not adjusted in Step #1, the grievance will be reduced to writing and presented to the employer within five (5) calendar days following the supervisor's answer to Step #1. The employer shall attempt to adjust the grievance as soon as possible, but shall give its answer in writing to the grievant within five (5) calendar days after receipt of the grievance.

**Step #3:** If the grievance is still unsettled, it may be referred for arbitration by written request within fifteen (15) calendar days of the employer's answer in Step #2. The dispute, claim or grievance arising out of, or relating to the interpretation or the application of this agreement shall be submitted to arbitration under the Voluntary Labor Arbitration rules of the American Arbitration Association. The employer and the grievant further agree to accept the arbitrator's award as final and binding upon them.

### **XXX. OFFICERS BILL OF RIGHTS**

- A. When an anonymous complaint is made against a police officer which alleges conduct which would constitute a felony or misdemeanor under the laws of the United States or of the Commonwealth of Pennsylvania, and no corroborative evidence is obtained within six (6) months of its filing, the complaint shall be classified as unfounded.
- B. When an anonymous complaint is made against a police officer which alleges conduct which would constitute a summary offense under the laws of the Commonwealth of Pennsylvania or which alleges non-criminal conduct which would be grounds for discipline or discharge, and no corroborative evidence is obtained within ninety (90) days of its filing, the complaint shall be classified as unfounded.

- C. When any citizen complaint is filed which could subject the Borough to civil liability pursuant to 42 U.S.C. Sect. 1983, or any similar federal or state statute, or which, if proven, could subject the police officer to criminal prosecution, and such complaint is filed after the expiration of the applicable state or federal statute of limitations on civil suits or criminal prosecutions under the laws referred to herein, then such complaint shall not be grounds for discipline or discharge unless accompanied by separate and independent evidence of police misconduct.
- D. A police officer, if the subject of an interrogation, must be informed of the nature of the interrogation at the outset of the interrogation of the police officer.
- E. If the interrogated police officer writes a written statement, a transcript is taken or a mechanical record is made, a copy of the same must be given to the interrogated police officer, without cost, upon request.
- F. If any police officer under interrogation is placed under arrest, or is likely to be placed under arrest as a result of the interrogation, the police officer shall be completely informed of all his/her rights prior to the commencement of the interrogation.
- G. At the request of any police officer under interrogation which reasonably could be expected to lead to criminal prosecution of such police officer, he/she shall have the right to be represented by counsel and /or a representative of the Association who shall be present at all times during the interrogation. The interrogation shall be suspended for a reasonable time until such representation can be obtained.
- H. At the request of any police officer under interrogation which reasonably could be expected to lead to the imposition of discipline, but not criminal prosecution, such police officer shall have the right to be represented by a representative of the Association who shall be present at all times during the interrogation. The interrogation shall be suspended for a reasonable time until such representation can be obtained.
- I. As used herein, the term "interrogate" or "interrogation" shall mean any questioning of the police officer that could reasonably be expected to lead to the imposition of discipline or discharge, or for the purposes of Item #6 above, criminal prosecution.

#### **XXXI. YMCA MEMBERSHIPS**

The Borough shall provide to each regular, full time police officer with a membership to the YMCA, or its equivalent value for use at a comparable facility, for each year of the contract up to a maximum of the actual cost of the YMCA membership per year. Failure to utilize the membership at least thirty (30) times in a calendar year shall result in the termination of said membership for the individual officer for the duration of the contract.

#### **XXXII. SEVERABILITY OF PROVISIONS**

If any of the provisions of this agreement, or the application thereof to any person or circumstances, is held invalid, the remainder of this agreement shall not be affected thereby. For this purpose, the provisions of this agreement are declared severable.

#### **XXXIII. SHALL NOT OPERATE TO DIMINSH RIGHTS**

Nothing herein shall operate to in any manner diminish benefits, rights, or privileges of the regular members of the Honesdale Borough Police force that have heretofore existed, and all such benefits, rights or privileges shall remain in full force and effect whether such benefits, rights or privileges have come out of legislation, ordinances, or custom and usage. All other existing terms and provisions of the parties' agreement not otherwise modified herein shall remain in effect as is.

#### **XXXIV. SENIORITY**

Seniority based on hire date shall prevail with all terms and conditions of employment provided that management reserves the right to schedule its officers to ensure adequate coverage and supervision on shifts by ranked officers. This shall exclude the filling of a shift as the result of an officer calling off. At no time shall this section supersede the Civil Service Regulations of the Borough of Honesdale in existence as of January 1, 2021.

#### **XXXV. SEPARATION OF EMPLOYMENT PAYOUT**

An officer who separates employment for any reason is entitled to earned and accrued sick pay, vacation pay, and any earned holiday pay, as provided by the Collective Bargaining Agreement. An officer may elect to receive such payment (1) in a lump sum payable on the next payroll after the officer's last day of employment; or (2) payable over the period of time equivalent to the number of such accrued days; or (3) any combination of the (1) and (2). In the event an officer receives such payment over a period of time, such period of time shall be considered as active employment for all purposes, including but not limited to further accrual of benefits. This agreement shall not alter the current method of calculating an officer's final average salary under the Pension Plan.

If an officer resigns or is fired he will be paid any compensatory time earned.

If a buyout is desired by an officer who knows he would be retiring in the following fiscal year, the Borough respectfully asks that the officer notify the Borough of their intention prior to October first of the preceding year so they may budget accordingly.



The contract set forth above represents the agreement of the parties and, by signing below, the parties affirm that the contract is accurate and genuine.

WITNESS:

HONESDALE POLICE OFFICERS  
ASSOCIATION

By:   
Association President

ATTEST

By:   
Association Representative

BOROUGH OF HONESDALE

By:   
President of Council

ATTEST

By:  10-13-2021  
Borough Secretary