

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BOROUGH OF FANWOOD

AND

PBA LOCAL 123

EFFECTIVE JANUARY 1, 2006

THROUGH

DECEMBER 31, 2009

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PREAMBLE

This AGREEMENT made this \_\_\_\_\_ day of June 2007, between the BOROUGH OF FANWOOD, NEW JERSEY (hereinafter called the “Employer”), and the FANWOOD POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 123 (hereinafter called the “Association” or the “PBA”),

**WHEREAS**, the Employer and the Association recognize and declare their mutual and principal objective of providing quality police protection and service to the residents and occupants of the Borough; and,

**WHEREAS**, the Employer has recognized its obligation to negotiate with the Association pursuant to the provisions of the New Jersey Employer-Employee Relations Act (N.J.S.A. 34A-1, et seq., as amended); and

**WHEREAS**, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment;

**NOW, THEREFORE**, in consideration of the promises and mutual agreements contained herein, the parties hereto agree to the following terms and conditions:

I

RECOGNITION

The Employer hereby recognizes the PBA as the exclusive majority representative for all members of the Police Department of the Borough of Fanwood (hereinafter referred to as “Employees”), with the exception of the Chief of Police and civilian employees of the Department.

## II

### RETENTION OF BENEFITS

1. Except as provided otherwise by this Agreement, the terms and conditions of employment in the Fanwood Police Department applicable on the effective date of this Agreement as established by the ordinances of the Employer and the Manual of Rules and Regulations of Fanwood Police Department shall continue to be applicable during the term of this Agreement.

2. If there is any conflict between the terms of this Agreement and any ordinance hereinafter enacted, the terms of this Agreement shall prevail. Reference to any ordinances in this Agreement shall be to such ordinances in effect at the time of the adoption of this Agreement referring to matters contained herein.

### III

#### EMBODIMENT OF AGREEMENT

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either of the parties at the time of negotiation or execution of this Agreement, except as provided in the New Jersey Employer-Employee Relations Act. This Agreement will not be modified in whole or in part except by an instrument in writing duly executed by the parties.

## IV

### MANAGEMENT RIGHTS

1. It is recognized that the management of the Borough government, the control of its properties and the maintenance of order and efficiency is solely the responsibility of the Employer. Accordingly, the Employer retains the right to, including, but not limited to, select and direct the working force, including the right to hire, discipline, suspend or discharge for just cause and pursuant to law, assign, promote or transfer, to determine the work to be performed within the unit, amount of supervision necessary, maintenance and repair and availability of machinery, tools and equipment, methods and schedule of work, pursuant to State Law, Federal Law and this Agreement.

2. The Borough and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the Police Department shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of Police Officers on the basis of race, creed, religion, national origin, marital status or sex. Nothing in this section shall prohibit the Borough from complying with its legal obligations with regard to Federal, State and Local Laws in regards to affirmative action.

ANNUAL SALARIES

1. Base Salary - The annual salaries of all members of the Association shall be as set forth below representing across-the-board increases of 3.75%, effective January 1, 2006; 3.75% effective January 1, 2007; 2.0%, effective January 1, 2008; 2.0% effective July 1, 2008; and 3.75%, effective January 1, 2009.

The Borough shall place an officer with four (4) years previous law enforcement experience at Probationary A upon date of hire. However, said officer must complete a one (1) year probationary period regardless of his movement to Class F after six (6) months of employment.

All salary increases set forth herein shall be fully retroactive and shall be applicable to all current employees as well as any employee who retired from the Borough since December 31, 2005. Salaries are attached as Appendix A.

2. Operations Division Differential - Personnel assigned to the Operations Division (Supervisor of Operations, Traffic Safety Officer(s) and full-time detective) shall receive an incentive compensation of \$500.00 per annum. This additional compensation is for the extraordinary duty performed by officers assigned to the Operations Division, it is understood that this differential shall be included in the base pay only for the purposes of computing pension, longevity and holiday pay benefits. The differential shall only apply to employees while assigned to the Operations Division.

a. Corporals - Corporals shall be assigned at the discretion of the Chief of Police in accordance with past practice. Personnel may be assigned provisionally to the Operations Division as defined in Section 2 above. Technical Corporals shall receive Corporal rate of pay. In addition, personnel provisionally assigned as corporal may be reassigned



and shall not necessarily retain the rank of corporal upon reassignment.

b. Corporal Differential – Effective January 1, 2006, Individuals assigned to the position of corporal shall be paid a base pay equal to five percent (5%) above Class A base pay.

3. Rank Differential – There shall be a rank differential in the base pay of Class A Patrolmen to Sergeant of 10%; from Sergeant to Lieutenant of 9%; and from Lieutenant to Captain of 9%.

VI

LONGEVITY

1. In addition to the salaries set forth in Article V above, the Employer agrees to pay to all members of the Police Department hired before January 1, 1997 longevity pay based upon the following schedule:

<u>Term of Service</u>	<u>Percentage of Base Salary</u>
5 years to less than 10 years	3%
10 years to less than 15 years	4%
15 years to less than 20 years	5%
20 years or more	6%

For all members of the Police Department hired after January 1, 1997, the longevity payment schedule shall be revised to provide the following:

<u>Term of Service</u>	<u>Percentage of Base Salary</u>
8 years to less than 13 years	3%
13 years to less than 18 years	4%
18 years to less than 23 years	5%
23 years or more	6%

2. Six months' longevity will be paid on the first pay period for the month of June, unless there are three pay periods in June, and then said payment will be made at the second pay period, and, six months' longevity will be paid in the first pay period in the month of December of each year of this Contract.

3. Although the Police and Firemen's pension system does not now permit the deduction of pension payments based upon longevity as well as base pay unless all members of a given department submit to such deductions, the Employer agrees that if a change is made in the regulations of the Police and Firemen's pension system during the term of this Agreement the following shall apply:

a. When an employee completes his 20<sup>th</sup> year of service he may choose to have pension deductions made from his longevity salary. Requests for such deductions

shall be made to the Chief of Police in writing, who shall verify the request and notify the Borough Treasurer. Longevity pay shall then be included in the employee's base salary and deductions shall be made from each biweekly check.

b. The raising of an employee's base salary for the purpose of including longevity for pension deductions shall not mean that the base for every member of the same grade or rank shall be raised. This will only apply to employees who request and qualify for longevity deductions on an individual basis.

## VII

### HOLIDAYS

1. Recognizing the unusual hours of employment, working conditions, shift work, 24-hour duty, each employee shall be entitled to holiday pay at the rate of pay he is receiving on a given holiday in addition to the regular pay covering this time period. Payments shall be made in two (2) equal installments with the first (1st) installment in the first pay period in June and the second (2nd) installment in the first pay period in December.

New Year's Day  
Martin Luther King's Birthday  
Washington's Birthday  
Good Friday  
Easter Sunday  
Memorial Day  
Fourth of July  
Labor Day  
Columbus Day  
Veterans Day  
Election Day  
Thanksgiving Day  
Christmas Day

2. Effective January 1, 2008, holiday pay shall be included as part of the regular base pay of each officer and paid in equal installments in the regular payroll cycles. The amount to be included in base pay is established by the following formulas:

a. For Captains, Lieutenants, Sergeants, Corporals and Patrol Officer Salary Grades Class A and B, 90% of the value of holiday pay.

b. For Salary Grades Class C, D, and E, 85% of the value of holiday pay.

c. For Salary Grades of Probationary A and B and Class F, 80% of the value of holiday pay.

3. Upon the implementation of paragraph 2 above, the installment payments set forth in paragraph 1 shall be discontinued.

## VIII

### TEMPORARY "LEAVES OF ABSENCE"

1. Personal Days – Each employee shall be entitled to three (3) full working days off per year with pay as personal days. The employee shall have the right to select those days subject to the approval of the Chief of Police or his designated representative and in accordance with the Rules and Regulations of the Department. The Chief of Police shall not withhold approval of the requested personal days provided that sufficient notice is given of the request and the granting of the request is not inconsistent with the needs of the Department.

2. Employee Birthday – In addition, each employee shall receive a day off with pay on his or her respective birthday. In the event that the employee's birthday falls on a holiday, such employee will be paid straight-time only for the day off. If the employee's birthday falls on a regular day off or while the employee is on vacation, the employee shall be entitled to take another day off mutually convenient to the employee and the Department.

3. Military Leave – Any full-time employee, who is a member of the National Guard or a reserve unit of any of the Armed Forces of the United States and is required to engage in field training, shall be granted military leave of absence with pay for the period of such training. Such paid leave of absence shall not affect his vacation.

4. Bereavement Leave – Each employee shall be granted three (3) days off for a death in his immediate family. The Chief of Police in his sole and absolute discretion, can grant a fourth or fifth day should he feel it is in the best interest of the Department. Any request for more than five days under this section must be approved by the Public Safety Committee. An employee may receive one (1) day off to attend the funeral of a

blood relative other than those considered to be immediate family. The immediate family shall include spouse, father, mother, brother, sister, children, father-in-law, mother-in-law and grandparents.

5. Emergency Leave – The Chief of Police shall have the discretion to allow up to three (3) days emergency leave to any employee of the Department. To the extent that vacation time for that employee is available in the current calendar year, such leave shall be charged against the employee's vacation benefits calendar year, such leave shall be charged against the employee's vacation benefits.

## IX

### SICK LEAVE

1. An employee may be excused from duty for reasons of personal illness or maternity or when the illness or maternity of an immediate family member, residing with the employee, requires the presence of the employee.

2. An employee may be requested to submit acceptable medical evidence substantiating the need for sick leave or maternity if absent from duty for three (3) or more consecutive days.

3. An employee who is injured or becomes ill as a direct result of his duty shall receive full pay less the Worker's Compensation temporary disability payments to which he is entitled during the period of absence from duty for up to one (1) full year.

4. Members of the PBA are not afforded a specific number of sick days per year. However, an employee who is injured or becomes ill other than as a result of his duty shall receive full pay during the period of absence from duty for up to six (6) months from the date of injury or illness. In the event that the employee is not capable of returning to full duty at the expiration of the six month period referred to above, the employee may receive additional paid sick leave for a period of up to but not in excess of an additional six (6) months only upon the consent of the Borough Council. However, it is hereby understood and agreed that the maximum amount of paid sick leave available to employees shall not exceed one year. An employee shall not be required to exhaust any accumulated Kelly, vacation, personal, or compensatory time in connection with, or as a condition to, the employee's paid sick leave entitlement. The Borough may require a doctor's examination for confirmation of illness/injury as well as time off. Both the Borough and PBA shall mutually agree upon the physician. If an examination is

required, the Borough shall bear the cost of same.



VACATIONS

1. The vacation period for the Department is January 1 through December 15 and December 25 through December 31. Vacation between December 15 and December 25 shall be only with the approval of the Chief of Police.

2. a. The vacation selection period shall be November 1 of the preceding year to February 28 of the vacation year. Seniority shall prevail in the selection process during this period. All selections made during this period may not be changed by the Borough or the Officer after February 28, except in case of emergency.

b. Vacations may be selected after February 28 but shall be granted on a first-come-first served basis. If Officers submit a vacation selection after February 28 on the same day, the officer with the greatest seniority shall have his request approved.

c. For requests made after February 28, a shift supervisor may pre-approve time off up to the next two (2) consecutive tours. The two (2) consecutive tours shall consist of the tour the officer is working, and the next 4-day tour. This "short term" aforementioned request shall be pre-approved or denied by the shift supervisor by the end of the work day in which the time off request was submitted to the shift supervisor. Once the time off request is pre-approved by the shift supervisor, the time off request shall be submitted to administration pursuant to the procedures contained in the Chief's General Order. After the request is pre-approved by the shift supervisor, the time off request may not be changed by the Borough unless an emergency exists or the shift was previously short due to an officer already being scheduled off or already scheduled for training.

d. Vacation requests shall be submitted to the officer's direct supervisor.

VACATION SCHEDULE

<u>Term of Service</u>	<u>Percentage of Base Salary</u>
Up to 5 years	15 days
5 Years and up to 10 years	20 days
10 Years and up to 15 years	25 days
15 Years and up to 20 years	30 days
20 Years and over	35 days

2. If an employee becomes ill prior to the start of his scheduled vacation and is on sick leave at the time his vacation is to begin, he may notify the Chief of Police of his illness and cancel his vacation for the duration of his illness. Such cancellation shall not

be made unless the employee submits acceptable medical evidence substantiating the need for sick leave and the expected duration of the illness. When the employee recovers from the illness, he shall resume the balance of his vacation until its scheduled expiration. Any unused vacation shall then be credited to the employee and shall be taken subject to the availability of time within the department according to the established preference schedule.

3. Vacations shall be computed on a working day basis and as stated in the department schedule as above. In the event that a manpower shortage may exist due to vacations and in particular during a weekend, if said shortage causes an off-duty member to be called to duty to cover the shortage, it is hereby agreed that the off-duty member shall be paid at the rate of time and one-half.

## XI

### TERMINATION OF BENEFITS

1. Credited Service – Upon attaining regular retirement, the employee shall be granted one day's pay for each year of service or credited service. Said employee may elect to take one (1) working day off for each year of service in lieu of one (1) days pay. Time shall be taken immediately prior to retirement date.

2. Payment of Benefits – Upon the regular or disability retirement, honorable separation, or death of an employee, all benefits due to the employee under this article shall be paid to the employee or his estate as of the date of such termination.

3. Retired and Disabled Employees – The Employer agrees to provide the same hospital/medical coverage as is described for active employees for all employees, upon attaining regular retirement at the expense of the Employer for as long as that employee shall live. An employee who is disabled outside of the line of duty shall have the above medical coverage made available to him at his own expense and without cost to the Borough. Employees who are disabled in the line of duty shall have such coverage provided solely at the expense of the Employer.

XII

INSURANCE PLANS

1. Hospital-Medical Plan – Hospital and Major Medical Insurance shall be provided as set forth in this section. Effective May 1, 2007, all employees shall be enrolled in the Horizon Blue Cross Direct Access Plan at the Borough's expense. The new benefit year shall be May 1, 2007 through December 31 and all benefit levels, co-pays and maximums, etc., shall be measured from January 1, 2007. The Borough shall pay the total amount of premiums necessary to provide such coverage for these employees and their eligible dependents. Office visit co-pays shall be \$10.00 and Emergency Room visit co-pays shall be \$50.00. Effective January 1, 2008, the benefit year shall be January 1 through December 31.

The Borough shall continue to provide at no cost to the employees a prescription drug plan. Effective May 1, 2007, there shall be a \$5.00 co-payment for generic drugs; a \$12.00 co-payment for non-generic (i.e., brand) drugs; a \$25.00 co-payment for designer and exotic drugs; a \$10.00 co-payment for a ninety (90) day mail order supply for generic drugs and a \$24.00 co-payment for a ninety (90) day mail order supply for non-generic (i.e., brand) drugs.

The Employer shall provide continuing health/prescription benefits to the surviving spouse and eligible dependents of any officer who is killed in the line of duty. The Employer shall also provide continuing health/prescription benefits to the surviving spouse and eligible dependents of any officer who dies while not in the line of duty for a period of five (5) years. These health/prescription benefits shall be the same as those provided to active PBA members.

2. Dental Plan – The Employer shall provide for a family dental plan to be mutually selected by the parties and the levels of coverage shall be attached hereto, with

the Employer's annual cost to be capped at three hundred ninety-nine dollars and sixty-four cents (\$399.64) per employee.

3. Pension Plan – In addition, the Employer shall make regular payments to the Policemen's and Firemen's retirement system so that the life insurance coverage currently afforded to employees of the police department by virtue of their participation in said system shall not be jeopardized.

4. Life Insurance – The Employer, at its expense, shall provide for all full-time employees, \$15,000.00 Group Term Life Insurance coverage.

5. Vision – Employees shall receive reimbursement, from the Employer, for eye examinations and prescription vision expenditures, of up to sixty-five (\$65) dollars annually. Employees shall submit receipts for service or optical expenses to the Borough Clerk for approval and reimbursement.

6. False Arrest and Liability – The Employer shall provide false arrest and liability insurance to cover all Employees at no cost to them. Said coverage shall be in the sum of not less than one million (\$1,000,000) dollars as per present policy. In the event such amount is not available, the highest amount not to exceed \$1,000,000 shall be provided.

7. Voluntary Health Insurance Opt Out – The Borough shall provide an annual lump sum stipend in the amount of fifty percent (50%) of the Borough's cost of the Direct Access Plan for the plan in which the employee would have participated to any employee who has medical coverage elsewhere and who voluntarily elects not to enroll in the Employer's Hospital-Medical Plan. This stipend shall be payable by the employer to the employee on or before April 1 of the contract year. In the event that any employee desires to re-enroll in the Employer's Hospital-Medical Plan, he must notify Employer

and complete any and all necessary application or other paperwork on or before October 31 of the year preceding the effective date of said re-enrollment. This provision shall be applicable to all current employees and prospective retirees.

### XIII

#### COLLEGE INCENTIVE PROGRAM

1. Payments for college credits shall be made only to personnel who have completed a minimum of 12 credits in Criminal Justice or Public Administration at accredited colleges and universities.

2. Personnel transferring into Criminal Justice or Public Administration from another major shall not receive payment for credits until they have attained a minimum of 12 credits in Criminal Justice or Public Administration and shall only be paid for credits which are accepted and applied towards a Criminal Justice or Public Administration degree by an accredited college.

3. Payments shall not be made for credits unless the student attained a grade of "C" or better.

4. All requests for incentive payment shall be accompanied by certified transcripts of attendance and semester hours and grades.

5. Personnel applying for college incentive payments shall submit transcripts to the Chief of Police of credits earned as of December 31<sup>st</sup> of the current year and shall be paid for those credits in two payments during the following year. Said payments shall be made at the same time that the longevity and holiday payments are made.

6. Incentive payments shall be paid in block payments of 12 credits as education process is achieved at the rate of \$15.00 per credit and according to the following schedule:

<u>Block</u>	<u>Credits</u>	<u>Amount</u>
A	12	\$180.00
B	24	\$360.00
C	36	\$540.00
D	48	\$720.00
E	60	\$900.00
F	Associates Degree	\$950.00
G	72	\$1,080.00
H	84	\$1,260.00
I	96	\$1,440.00
J	108	\$1,620.00
K	120	\$1,800.00
	BS or BA Degree	\$1,900.00
	Masters Degree	\$2,000.00



## XIV

### CLOTHING AND UNIFORMS

1. Detectives' Clothing Allowance – The Employer shall provide an annual six hundred (\$600) dollar allowance for clothing to all employees of the Detective Division. The allowance shall be paid in reimbursement upon the presentation of appropriate receipts of proof of purchase of clothing by an employee of the Detective Division.

2. Clothing Issue – It is understood and agreed that the Employer will provide all employees of the Police Department with the required uniforms for service. These will include seasonal changes and a sufficient issue so as to permit the employee to alternate and launder his clothing. The Employer will make the necessary arrangements for the repair, if appropriate, or replacement of uniform issues. The Employer also agrees to purchase for each employee of the Department one pair of service shoes, the style and color of which are to be determined by the Chief of Police and approved by the Public Safety Committee. The Employer also agrees to maintain these shoes by paying for necessary repairs or to replace the shoes in the event that the Chief, or his designee, should determine that replacement is necessary.

3. Equipment – The Employer agrees to furnish each employee with the necessary equipment such as handgun, holster, handcuffs, etc., which he will require in the performance of his duty. The employee agrees to provide routine maintenance on these items so as to keep them in good working order.

However, the Employer recognizes that the proper performance of police function is dependent upon the availability and serviceability of this equipment in good repair and the Employer, therefore, agrees to replace any of the above items as they become non-functional as determined by the Chief of Police.

4. Clothing Maintenance Allowance – In addition to other benefits, each employee shall be paid an annual clothing maintenance allowance at the following rates:

2006 -- \$300.00

2007 -- \$350.00

2008 -- \$400.00

2009 -- \$450.00

Annual payments shall be made after the municipal budget is passed in each year.

Voucher requests will be approved for payment at the next scheduled Council Meeting.

5. Uniform Modification – If the Employer directs a change in the uniform or equipment, then the Employer shall pay the cost of such change.

HOURS OF WORK AND OVERTIME

1. Work Week – The normal work week and the exact hours of employment for each employee of the Department shall be as established by the Chief of Police or by the Uniformed Commander of the Department as delegated to him.

2. Overtime Definition – All work over eight (8) hours in a day or work on a regular day off (RDO) shall be overtime. A RDO shall be defined pursuant to the regularly posted departmental work schedule. It is understood and agreed that when an employee works additional hours beyond the usual work day or week, he will be entitled to receive time and one-half pay or hours off with pay at his own election. Officers shall be paid no later than three (3) weeks following the time worked.

3. Compensatory Time – Any employee shall have the right to select compensatory time off in lieu of monetary overtime compensation. In the event that an employee elects to receive compensatory time off in lieu of overtime compensation, he/she will be compensated at the rate of time and 1/2 to a maximum of 100 hours. Such a compensatory time bank shall be inclusive of any existing compensatory time earned prior to the execution of this Agreement. Once the employee's compensatory time bank has reached the maximum 100 hours, all overtime thereafter shall be paid in cash at the rate of time and 1/2 of the employee's regular rate of pay. Any request for compensatory time off shall be granted as long as the request does not unduly disrupt the operations of the Department. The employer will make every effort to return such time at times comparable to the days or hours which the time was earned.

4. Call-In Pay – In the event that an employee is called in to work overtime not contiguous with the tour of duty actually worked by him, the Employer guarantees a

minimum of four (4) hours pay or time off at a rate of time and one-half to said employee, although he may not actually work that number of hours. If an employee is called in or held over for work contiguous with his regular shift, the compensation shall be at the rate of time and one-half, again either in pay or time off at the election of the employee, for the actual time worked.

5. Court Time – The Employer agrees to compensate employees who are required to attend Court sessions during off-duty hours in the following manner: the time for which the officer is to be compensated at the rate of time and one-half begins one-half hour after Court convenes and terminates at the time when the employee is released by the Court; an employee shall wait in Court no more than one hour from the opening of Court unless requested to do so by the Court, by the attorney for the defendant, or by other parties who are present or participating in the Courtroom proceedings. If an officer is scheduled to testify in Municipal Court, and makes such an appearance, he shall be compensated for a minimum of two (2) hours at the time and one-half rate, should the duration of his appearance be less than one hour.

6. On-Call Time – Any employee who is required to remain on-call by subpoena for a case which is to be heard outside of the Fanwood Municipal Court will receive two (2) hours of compensatory time for every eight hours which he is required to remain on-call when he is not actually working. In order to facilitate the administration of this on-call system, all employees who receive subpoenas are required to promptly notify their immediate supervisor of such receipt and of the time when required to be on-call.

7. Firearms Training – Effective January 1, 2007, if employees must complete their firearms training on their own time, they shall be compensated with compensation

time at 1.5 hours for each hour or part thereof.

XVI

BAN ON STRIKES

1. Maintenance of Operations. The PBA covenants that during the term of this Agreement, neither the PBA nor any person acting in its behalf, will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for work, or concerted willful absence of employees covered under this Agreement from their duties of employment), work stoppage, slow-down, walk-out or other job action against the Employer.

2. Discipline. The Employer shall have the right to discipline any employee for participating in a strike, slow-down or other such interference.

3. Additional Relief. Nothing contained in this Agreement pursuant to Section 1 shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, In the event of such breach by the PBA or its members.

## XVII

### ASSOCIATION PRIVILEGES

1. Upon approval of the Chief of Police, the PBA's duly authorized representatives shall have the right to visit the Chief of Police, Police Headquarters and other police facilities at all reasonable hours for legitimate Association business. The Association will not abuse this privilege.

2. Copies of all general orders, rules and regulations, Borough resolutions, Borough policies and Borough ordinances effecting wages, hours and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the Association within two (2) business days of promulgation. A single copy of the Agreement will be furnished to the Association. It will be the Association's responsibility to provide copies to the membership. Any and all Borough policies, resolutions and ordinances shall be hand-delivered by the Borough Clerk, or his/her designee, within the time prescribed above to the Association's President or Delegate and both the Clerk/designee and the President/designee shall execute a receipt evidencing such delivery.

3. The Association may use the Department mail or message routing system and may use Department Mail boxes. Such use shall be reasonable. The Association shall pay for its own postage and stationery.

XVIII

LEGAL DEFENSE

1. The Employer will provide a defense for an employee in any legal proceedings arising out of or incidental to performance of employee's duties pursuant to N.J.S.A. 40A:14-155 as follows:

Whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipal shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

2. The affected employee shall select his own counsel to assume sole control of his defense and the Employer agrees to pay the full cost of the employee's legal fees at the "prevailing rate" in Union County for similar services. (However, in the event that an insurance carrier enters a defense on behalf of the affected employee and furnishes counsel as part of that defense, the Employer's obligation under this provision shall be deemed to have been satisfied.)



XIX

NON-DISCRIMINATION

Pursuant to Chapter 303, Public Law of 1968, the Employer and the Association hereby agree that every employee shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection, or to refrain from doing so. The Employer and Association agree that they shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Law of 1968, as amended by Chapter 123, Public Law of 1974, and that they shall not discriminate against any employee by reason of his membership or non-membership in the PBA and its affiliates, or activities of the PBA and its affiliates.

XX

SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law then such provision or application shall not be deemed valid and subsisting, except to the extent permitting by law, but all other provisions or applications shall continue in full force and effect. The parties shall renegotiate concerning any such invalidated provisions.

XXI

MISCELLANEOUS

1. Departmental Meetings - Each employee hereby agrees to attend one departmental meeting per year without additional compensation.

2. Firearms Qualification - Each employee hereby agrees, if required by the Employer, to attain appropriate qualification scores relative to the use of his departmental weapon.

## XXII

### GRIEVANCE PROCEDURE

1. Definition. For the purpose of this Agreement, the term “grievance” means any complaint, difference or dispute between the Employer and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decision affecting any employee(s) covered by this Agreement. Employees covered by this Agreement shall have the right to process their own grievance, but a PBA representative must be present at all levels. Disciplinary action shall not be subject to the grievance procedure.

2. Procedures. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used:

#### STEP ONE

In the event that any employee covered by this Agreement has a grievance within ten (10) working days of the occurrence of the event being grieved, or knowledge thereof, the employee shall, with a PBA representative in attendance, present the grievance in writing to the Chief of Police or the Officer in charge of the Department in the event of the Chiefs absence.

#### STEP TWO

If the PBA wishes to appeal the decision of the Chief of Police (or the officer in charge if the Chief is absent), it shall be presented in writing to the employer's governing body or its delegated representative within ten (10)

working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Employer's governing body, or its delegated representative, may give the PBA the opportunity to be heard and will give its decision in writing within twenty (20) working days of receipt of the written grievance.

### STEP THREE

If a satisfactory resolution of the grievance is not reached in Step Two, then within five (5) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties. The cost of the arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as they may incur. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the employer's governing body or its representative on the grievance.

XXIII

DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 2006 including provisions as described herein, and shall continue in effect until December 31, 2009 and until replaced by another Agreement. All parts of this Agreement shall remain in effect unless separately changed by negotiation and reduced to a written instrument executed by both parties.

Further, the parties shall state in writing to each other those portions of this Agreement which they wish to negotiate in the succeeding agreement not later than December 1<sup>st</sup> of the final year of the this Agreement.

IN WITNESS WHEREOF, the PBA has caused this Agreement to be signed by its President and Secretary, the same have been ratified and approved by the full membership of said organization, and the Borough has caused this Agreement to be signed by its Mayor and attested by its Clerk and its corporate seal placed thereon pursuant to a resolution of the Borough Council duly adopted on\_\_\_\_\_

**Appendix "A"**

**Officers Hired Before February 1, 2003**

	Base (2005)	1/1/2006	1/1/2007	1/1/2008	w/Holiday	7/1/2008	1/1/2009
Captain	96,346	99,959	103,707	105,782	110,542	112,753	116,981
Lieutenant	88,391	91,706	95,145	97,048	101,415	103,443	107,322
Sergeant	81,093	84,134	87,289	89,035	93,041	94,902	98,461
Corporal	74,719	80,308	83,319	84,986	88,810	90,586	93,983
Class A Ptl.	73,719	76,483	79,352	80,939	84,581	86,272	89,508
Class B Ptl.	70,036	72,662	75,387	76,895	80,355	81,962	85,036
Class C Ptl.	66,535	69,030	71,619	73,051	76,156	77,679	80,592
Class D Ptl.	63,204	65,574	68,033	69,394	72,343	73,790	76,557
Class E Ptl.	60,045	62,297	64,633	65,925	68,727	70,102	72,731
Class F Ptl.	53,706	55,720	57,809	58,966	61,324	62,551	64,896
Probationary A	47,365	49,141	50,984	52,004	54,084	55,165	57,234
Probationary B	44,997	46,684	48,435	49,404	51,380	52,408	54,373

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Probationary A	41,101	42,642	44,241	45,126	46,931	47,870	49,665
Probationary B	36,774	38,153	39,584	40,375	41,990	42,830	44,436