

CONTRACT

Borough of Spotswood, Borough of

P.B.A. Local #225

2

January 1, 1981 - December 31, 1981

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ARTICLE I: WAGE AND SALARY

Within the Police Department of the Borough of Spotswood there shall be designated the following ranks and salaries:

A. PATROLMEN

Beginning of the first year to the completion of the first year	- \$14,664.00
Beginning of the second year to the completion of the second year	- \$15,568.00
Beginning of the third year to the completion of the third year	- \$17,202.00
Beginning of the fourth year and thereafter	- \$19,293.00

B. OFFICERS

Chief	- \$24,409.00
Captain	- \$22,566.00
Sergeants	- \$20,814.00

C. The Police Department of the Borough of Spotswood is considered to be subject to call individually and collectively twenty-four (24) hours a day in any emergency. Any superior officer shall require such services in accordance with the schedules hereinafter specifically mentioned over and beyond the regular tour of duty. The salaries to be paid for work hours are not to exceed:

1. Eight (8) hours per day.
2. Five (5) days per working week.
3. A total average of forty (40) hours per week, unless called upon to perform duties to exceed a forty hour week, and for which compensation shall be paid according to the schedules set forth herein.

Workday and work week shall exclude all hours worked in excess of eight (8) hours in any twenty-four (24) hour period, and forty hours in a week. Overtime shall be paid for the excess hours worked.

D. The annual salaries mentioned herein shall not be considered as payment for any services or time consumed in the performance of duty in excess of the scheduled hours according to the further provisions of this contract.

ARTICLE II: GRIEVANCE PROCEDURE

The following grievance procedure will be implemented within the Police Department of the Borough of Spotswood:

- A. The aggrieved employee shall reduce the grievance to writing and present it to his immediate superior (first step). If the aggrieved employee does not receive satisfaction, he shall present his grievance to the Captain of Police, if available. This action shall be considered the second step. If, upon reaching the second step, the employee does not receive satisfaction, he shall present his grievance to the Chief of Police, for his action. This action shall be considered the third step. If the employee does not receive satisfaction at the third step, he shall present his grievance to the Mayor of the Borough for his action. This shall be considered the fourth and final step of the grievance procedure.
- B. Any employee or group of employees may present a grievance at any time.
- C. When a grievance has been instigated, the superior being presented with the grievance shall make all efforts to satisfy all persons concerned.
- D. Any employee or group of employees instigating a complaint or grievance may have a representative chosen by them present during the hearing at any step of the grievance procedure.
- E. No step of this procedure shall exceed seven (7) working days. If, after seven (7) days, the employee does not receive a written reply to his grievance, it shall automatically be assumed that the grievance has been denied and the grievance shall be considered released for presentation to the next step in the procedure.
- F. Any grievance must be initiated within fifteen (15) working days of its occurrence or the grievance can be denied. This provision shall not apply where extraordinary circumstances beyond the control of the grievant prevent filing within fifteen (15) days.

This section is intended to provide members of the Police Department, regardless of rank, with a fair method of resolving disagreements with respect to policy, working conditions or other problems.

ARTICLE III: LONGEVITY

- A. The percentage of longevity shall be predicated upon the

current year's salary of the officer. The longevity payments shall commence on the first pay period after the anniversary date and shall be prorated from the date on which the longevity payments commence.

B. It is further agreed between said parties to this agreement that longevity payments shall be made in accordance with the following schedules:

1. Commencing upon the first day of the fifth year of service - 2%
2. Commencing upon the first day of the ninth year of service - 4%
3. Commencing upon the first day of the thirteenth year of service - 5%
4. Commencing upon the first day of the seventeenth year of service - 6%

ARTICLE IV: EXTRA PAY FOR OVERTIME

Overtime for extra compensation is considered to be the performance of duty beyond the normal work day or work week wherein which a member of the Police force is required to perform such duties through his superior officer unless herein excepted, and shall be predicated upon the following conditions:

- A. Court appearances in any court for any purpose scheduled beyond the average work day and not within the period of time in which the particular officer is scheduled for his normal working day or hours.
- B. The foregoing provision is independent and apart from any civil proceeding unless provision for appearance and payment for said appearance is specifically confirmed by the officer either subpoenaed or requested to appear by his superior the amount of compensation to be determined by the superior officer depending upon the nature of the actions and the estimated time to be consumed. In any event, however, compensation shall not be less than the amount equal to one (1) hour of overtime payment.
- C. The substitution for another member of the Police Department by reason of illness, injury, leave of absence, vacation, accrual of sick leave or time off, assignment to other duty or any other reason resulting in the inability of the original member to attend the duty required.

- D. Any superior officer shall have the authority to direct the work in excess of the normal shift for any reason which, in his opinion, is proper and effective and his authority shall be discretionary and payment made thereunder shall be in accordance with his decision, regardless if thereafter the validity of his decision is questioned.
- E. In the event of an emergency or for any reason which would require the continuance of the particular member to remain at his post or such other post as may be assigned to him, notwithstanding the fact that his particular shift be at an end, he shall receive overtime compensation for such a period required to complete in whole or in part the duty assigned to him, regardless of whether or not ordered to do so. It is expected, however, that overtime work, unless directed by the superior officer in charge to the contrary shall be expected by every member of the Police Department for the good of the service. The word "emergency" is not restricted to those cases of emergency as defined by statute.
- F. If and when a particular officer is required to complete paperwork, either by use of the typewriter or such other work as may be required in the completion of reports, the officer in charge shall assign when possible such a period of time as may be required to complete the duty assigned during the shift of the officer.
- G. In determining the duty assigned or ample opportunity to complete the assignment, it must be considered that interruptions and the ability of the member of the Force using the typewriter should be taken into consideration. Interruptions in such work, not the fault of the officer, will not result in any reprimand or penalty to him.
- H. Overtime payment shall be made in all cases on the basis of one and one half (1 1/2) times the normal current hourly wage. However, a grace period of thirty (30) minutes before the designated tour of duty as a shift shall begin is acknowledged. Overtime may not be made when used to complete unfinished business, dependent upon the nature thereof, and not repugnant to the previous provision in the preparation of reports.

The regular workday shall start at 8:00 a.m., or as scheduled by superiors, and shall end twenty four (24) hours later.

Eight hours shall constitute a normal day's work and said eight hours shall be continuous.

The regular "work week" shall begin on Monday at the beginning of the employee's "work day" and end the following Monday at the same time.

Overtime pay at the rate of one and one half (1 1/2) times the employee's regular rate will be paid for any one of the following:

1. All hours worked in excess of eight (8) hours within any period of twenty four (24) consecutive hours from the time the employee is scheduled to start work or actually starts work, whichever is earlier, or in excess of forty (40) hours in any one work week, whichever calculation gives the greater amount of pay. When such period of twenty four (24) hours has begun (consecutive), it shall continue for twenty four (24) consecutive hours. A new period shall begin at the expiration of the previous period if the employee is then at work and continues working, otherwise the new period shall begin when the employee is next scheduled to work or actually starts working, whichever is earlier. Any period of twenty four (24) consecutive hours may not overlap into another twenty four (24) consecutive hour period for the purpose of this provision.
2. All hours worked on the sixth "work day" worked in the "work week".
3. All hours worked on a day of rest as originally scheduled except when a scheduled day of rest is changed at the request of, or for the convenience of, an employee or group of employees.
4. All hours worked on a scheduled shift which requires an employee to report to work less than twelve (12) hours after the end of his last shift worked, except when the short time between work periods results from the employee working hours beyond and in addition to his last scheduled shift.

Overtime pay at the rate of two (2) times the employee's regular rate will be paid for all hours worked on the "seventh work day" worked in the work week.

When an employee whose scheduled hours of work are changed from one shift to another in a scheduled day of work, or whose scheduled day of rest is changed to a scheduled day of work, with less than twelve (12) hours of notice prior to the new reporting time, and who works the revised schedule, shall receive an allowance of two (2) hours pay at his regular rate (straight time) or, any Police Officer who elects to work a double shift sixteen (16) hours shall receive four (4) hours pay at his regular straight time rate of pay, except when such change is made under any of the following conditions:

- a. When the change in schedule is made for the convenience of the employee or for the convenience of a majority of the employees involved whose schedules are changed.
- b. When the change in schedule is made because of the employee's health, assignment to another division or assignment to school.

When more than one overtime rate is applicable, only the highest applicable rate will be assigned.

- 5. Overtime pay at the rate of one and one half (1 1/2) times the employee's regular rate will be paid for all hours worked in excess of seven consecutive days.
 - I. No police officer shall be compelled to work more than twelve (12) hours in any twenty four (24) hour period. This shall not prevent police officers from working more than twelve hours in a twenty four hour period at their acceptance. The intent of this section is to limit the number of hours which an officer may be compelled to work to twelve (12) hours maximum in any twenty four hour period. The officer may, if he chooses, work a double shift, or eight (8) hours on duty, eight (8) hours off duty, and eight (8) hours on duty, but cannot be ordered to do so.
 - J. Members of the detective bureau only shall be granted two (2) hours straight time pay for any time they are called in on their off-duty time to assist or initiate an investigation. This will be in addition to their overtime pay for the hours actually worked on the investigation.
 - K. Members of the Department shall receive a supplemental pay for working the afternoon and midnight shifts. Such monies shall be paid on a monthly basis to the member as part of his regular paycheck. Monies shall be paid in accordance with the below schedule:
 - A. Afternoon shift (1600 - 2400) - \$. 25 per hour
 - B. Midnight shift (2400 - 0800) - . 40 per hour
- Such supplemental pay shall be separate and apart from any other monies and shall not be used in the computation of hourly or overtime rates.
- L. Any member of the Department who shall be placed on emergency stand-by in accordance with the rules and regulations of the Department, shall receive a sum of one half (1/2) his hourly

rate for every hour that he is on stand-by. The member shall remain on stand-by until notified otherwise by his superior, or until he shall report for full duty.

- M. If, at any time and for any reason, a majority of the Borough employees receive a day off, then the members of the Department who shall work that "work day" shall receive a compensatory day off in accordance with the provisions of Article VIII, Section C, of this agreement. If at any time and for any reason, a majority of the Borough employees receive more than one (1) but less than six (6) hours off during a "work day" then members of the Department who shall work those same hours shall receive overtime pay at the rate of one and one half (1 1/2) times their normal hourly rate as compensation. For the provisions of this section, more than six hours off shall be considered as a full "work day" off and shall be compensated as provided in Article VIII, Section C, of this agreement.
- N. When changes are made regarding an employee's posted scheduled days and hours of work or rest, said employee shall be notified by Administration as soon as possible either by phone or written notice.

ARTICLE V: HOLIDAYS

- A. The following holidays shall be observed and compensation made as indicated hereinafter:

- | | |
|--------------------------|----------------------------|
| 1. New Years Day | 8. Columbus Day |
| 2. Lincoln's Birthday | 9. Election Day |
| 3. Washington's Birthday | 10. Veteran's Day |
| 4. Good Friday | 11. Thanksgiving Day |
| 5. Memorial Day | 12. Day after Thanksgiving |
| 6. Independence Day | 13. Christmas Day |
| 7. Labor Day | |

- B. Each member of the Department shall receive one day off with pay for each holiday on which he shall work. The officer may elect to work and get straight time pay in lieu of having a compensatory day off if there is work available, at the discretion of the Chief.

Each member of the Department shall receive, in the first week of December, a special pay check for the thirteen (13) paid holidays computed at his daily rate of pay.

The compensatory day off, given for a holiday worked, shall be selected by the officer and such selection shall be granted except in cases of hardship to the Department.

4. In the event of emergent situations or any reason beyond the control of the officer or member of the force wherein it is not possible for him to take advantage of the accredited time, he shall receive double time rate of pay for each day accredited. However, for each holiday on which he is required to work, in addition to the one day off with pay, he shall be compensated for the day on which he worked on the basis of double time or twice the current rate.

D. Special Holidays: Any special holiday declared by the President of the United States, Governor of New Jersey, or the Mayor of Spotswood which is benefitted by other day employees of the Borough of Spotswood shall give officers similar time off.

ARTICLE VI: CLOTHING ALLOWANCE

- A. Clothing allowance shall be paid directly to each member of the Department during the first month of each new year on the basis of **four hundred fifty dollars (\$450.00)** per member.
- B. Probationary members of the Department who have not been members of the Police Force prior to such probation shall receive an initial allowance of a sum not less than five hundred dollars (\$500.00) for his clothing allowance, to be paid to the supplier upon presentation of a voucher.
- C. Members of the Department shall have a free choice in making clothing purchases and not be questioned thereon except if the condition of their equipment is so bad as to justify inquiry therein, subject to Departmental Regulations.
- D. The Borough will be responsible for paying for any damages to an officer's uniform which occurs during the performance of his normal duties.

ARTICLE VII: SICK DAYS

- A. Each member of the Department shall be permitted fifteen (15) days sick leave per fiscal year. However, it shall not be mandatory for said member to take advantage of the time allowed, but shall be permitted to accumulate indefinitely and upon retirement can be credited towards his years of service.
- B. Sick days shall be considered independent of any other leave of absence herein proposed.

2. Upon retirement, the retiree shall have the option of receiving a lump sum or graduated payments, take terminal leave in the amount of their accumulated sick time or any combination of the above. The retiree shall receive full pay for each sick day accumulated during his employment with the Borough.

ARTICLE VIII: LEAVE OF ABSENCE

- A. Leave as a result of injury, sickness in the line of duty:

Any member of the Police Department who shall become ill or disabled by reason or injury resulting during the period while performing his duty, or related causes within the scope of said duty, shall receive the following enumerated benefits:

1. When a Borough employee is injured or contracts sickness in the line of duty, the Borough Council shall, pursuant to R.S. 40:11-8, pass a resolution giving the employee up to one year's leave of absence with pay. When such action is taken, the employee shall not be charged any sick leave time for time lost due to such sickness, injury or illness.

It is agreed between the parties that the Borough shall be subrogated to any claim which a Borough employee may have by reason of the accident or injury giving rise to the necessity for the resolution set forth herein. The Borough, through its counsel, shall have leave to appear on behalf of the employee in all proceedings together with independent counsel, should the employee desire the same, to protect the Borough's interests and rights to reimburse for salaries and wages paid. The employee shall involuntarily dismiss or settle any proceeding in which he is a party which would jeopardize the Borough's right to receive reimbursement pursuant to the terms of this agreement.

2. Prior to the passage of the resolution referred to in paragraph 1, a contract shall be executed between the employee and the Borough setting forth that the employee shall reimburse the Borough for monies he may receive as Workmen's Compensation, temporary benefits or from legal settlement or judgement against the person(s) responsible for the injury.
3. In the event of accident or illness resulting in the disability of the member of the force for any reason other than such disability being considered in the line of duty shall be subject to the following provisions:

1. The exhaustion of all sick days to which the member shall be entitled.
2. The placing of the member on an extended sick leave with provisions on the part of the member himself to take advantage of the available compensation through whatever sources may be necessary.
3. See paragraph A above.
4. The Borough shall, at its own cost and expense, furnish such periodical medical examinations to any member on extended sick leave. The length of extended sick leave shall be determined by the Borough and the Department.
5. Leave of absence by reason of death in the immediate family of the member shall be granted five (5) consecutive working days, the day of the funeral being one of the five (5) days. Immediate family shall include spouse, child, parent, grandparents, brother, sister or spouse's child, parent, brother, sister, or other relative living under the same roof.

Leave with pay not exceeding two days shall be granted to an employee in the event of the death of an Aunt or Uncle. The last day an employee may take under this section will be the day of the funeral, unless time is needed for travel, in which case the final day may be the day following the funeral.

6. Any member asking for leave, with or without pay, for whatever reason he may think it necessary, may be passed upon and approved by the Mayor and the superior officer of the Department
- C. It is further agreed between the parties to this agreement that each member of the Spotswood Police Department shall be entitled to five (5) personal days per year with full pay, which personal days shall not be accumulative.

Said personal days may be used only upon twenty four (24) hours' notice.

As was voted on and agreed by the members of the Spotswood P.B.A. #225 on January 21, 1976, no member of the Department of Police shall request a personal day off on any holidays granted through contract, or for reasons of attending any P.B.A. Local #225 sponsored function, unless the request is made in consideration of an emergency. Only one member of the Department of Police will be allowed to take a personal day off per work day, which is from 8 a.m. to 8 a.m.

ARTICLE III: PROMOTIONS

- A. All promotions occurring within the Police Department will be based upon seniority and merit. Considering merit, consideration will be given to past job performance, ability, education and initiative. No member of the Police Department shall be promoted or hold a superior rank until he has served at least three (3) years in the Department.

This section includes any elevation or change in position which results in an increase of rank or change in status, and is accompanied by an increase in salary or benefits. It does not include temporary assignments not including pay raises.

All promotions which result in increased salary or benefits shall be made by competitive examination, written or oral, or both, administered by an impartial agency not directly affiliated with the Borough or the Police Department. Test scores shall be made available to officers taking any such tests.

- B. Assignments or transfers to or from sections, bureaus and other divisions of the Police Department shall be based on merit and not require a written or oral examination. Assignments to sections, bureaus or other divisions shall be made solely at the discretion of the Chief of Police, after reviewing an individual's past performance and/or evaluation reports, and paying particular attention to those qualities that pertain to the assignment involved. There will be no monetary gains from these assignments other than overtime worked in excess of the normal hours of a workday.
- C. Whereas Department members assigned to the Detective Bureau are on standby for calls twenty four hours a day and alternate weekends, and any member of the Department who is assigned to weekend Detective standby duty shall receive one hours pay at time and one half for each weekend of standby duty. The amount shall be payable based on time worked in the next regular pay-check.

ARTICLE X: VACATIONS

All personnel will be granted vacations based on the following schedule:

- | | |
|---------------------------------------|--|
| 1. Less than one year | - One working day for each month worked in the previous year with a maximum of ten working days. |
| 2. One year but less than three years | - Fourteen calendar days during the calendar year of January 1 through December 31. |

3. Three years but less than ten years - Twenty eight calendar days during the calendar year of January 1 through December 31.
4. Ten years but less than fifteen years - Thirty five calendar days during the calendar year of January 1 through December 31.
5. Fifteen years and over - Forty two calendar days during the calendar year of January 1 through December 31.

Employees who become eligible for an additional week vacation during the calendar year shall receive additional vacation based on the following schedule:

One additional day for each month worked between the employee's anniversary date and December 31, up to a maximum of five days.

Employees hired on or before the fifteenth of the month will be given credit for the full month.

There shall be no restrictions on the months of the year during which vacations may be taken, and all vacation weeks may be taken consecutively without breaking up any weeks. Individual vacation days may be taken upon seventy two (72) hours' notice being given to the employee's immediate supervisor.

Employees may elect payment at their regular rate of pay for vacation weeks not taken and worked, but employees must take off at least fourteen (14) days of vacation during the year. Election of straight time pay in lieu of vacation will only be granted when work is available for the employee. Extra pay will be distributed with regular bi-weekly pay check.

Employees receiving at least twenty eight (28) vacation days per year may carry over to the next year seven (7) vacation days not taken during the previous vacation year.

ARTICLE XI: INSURANCE

- A. The members of the Police Department from time of appointment will be covered by the following medical insurance plans:
 1. New Jersey Blue Cross or equal in all respects.
 2. New Jersey Blue Shield or equal in all respects.
 3. Rider "J" which shall be complimentary to above plan.
 4. Major Medical Plan.

- B. All members of the Police Department shall be given a complete physical check-up once a year. Such physical check-up shall include an electrocardiogram test, complete blood test, chest x-ray, and all members of the Police Department shall have their eyes examined once (1) yearly by a qualified optometrist. The cost of the above examinations to be absorbed by the Borough.

The Borough will reimburse the employee for eyeglasses or contact lenses required as a result of an examination up to one hundred dollars (100) in a calendar year.

- C. The Borough agrees to reimburse members of the Rutgers Community Health Plan if that member gets his annual physical from the Rutgers Plan.

The Borough also agrees to pay any extra cost of the Rutgers Community Health Plan for any member who, in the coming years, receives his annual physical from the Rutgers Plan.

- D. All members of the Police Department from the time of their employment are covered by the following liability insurance coverage:

1. False arrest coverage	-	\$500,000.00
2. Professional Liability	-	\$300,000.00

- E. The Borough shall pay full cost for medical benefits for retirees and their spouses. The retiree shall be covered by the plan in effect at the time of their retirement.
- F. The Borough agrees to provide a dental insurance program commencing January 1, 1982. The type of coverage shall be subject to negotiation. The Business Administrator will work with a PBA representative prior to negotiation to examine the various types of plans available.

ARTICLE XII: EDUCATION

- A. Any member of the Police Department who satisfactorily completes any job related course shall be reimbursed for the entirety of the costs of said course. The request for the payments must be approved in advance of the course and the cost must not be eligible for reimbursement from other sources.
- B. It shall be incumbent upon the Chief of Police to post all such school openings in a prominent position so that each and every member of the Department may be made aware of the availability of the school and be afforded an opportunity to attend. Any member of the Department may submit a written request to attend any such job related school and shall receive a written reply within fourteen (14) days of such submission.

ARTICLE XIII: CIVILIAN EMPLOYEES

- A. At no time shall civilians be employed to perform, supplement, or replace the duties of a full time police officer in the capacity of desk officer, files officer or any other position, whether now existing or not, which would require police knowledge or training. This shall not prevent the employment of police clerks, police secretaries or part time police specials. No provision of this article may be amended without prior consent of both parties concerned.

ARTICLE XIV: PERSONAL SAFETY AND SECURITY

- A. At no time and under no circumstances shall a Police Officer of the Borough of Spotswood be required to perform his duties during the hours of darkness while being unassisted, singly, alone or by himself. A minimum of two (2) police officers shall be required on each shift on patrol during the dark hours.

This shall be accomplished by either having two (2) cars patrolling with one officer in each or by having two (2) officers in one car. Specifically prohibited is having an auxiliary officer as a back up or having one officer patrolling in a car and one on foot for more than one consecutive hour.

- B. During the year 1978, a suitable parking area at Police HQ shall be paved and spaces designated for the use of PBA members' cars. The Borough is not mandated to provide outside lighting and fencing for the protection of personal and emergency police vehicles, but this shall be done at the discretion of the Mayor and Council when the Borough's economic condition permits.
- C. The Borough shall provide each member of the Police Department a maximum of six hundred (600) rounds of .38 caliber ammunition, wad cutter type; per year. The member signing for such ammunition shall be required to return all shell casings from such ammunition to the Captain of Police within thirty (30) days of issue. Ammunition may be issued in quantities of no less than fifty (50) nor more than two hundred (200) rounds at any one time. The ammunition may be either factory loaded or an acceptable type of reloaded ammunition at the discretion of the Captain of Police. The Borough shall also provide such targets and other range equipment as the Captain may deem necessary for the safe and proper operation of the range. The purpose of this section is to maintain firearms proficiency for the safety and protection of the officers and the citizens of the Borough of Spotswood.

The P.B. shall have the right to investigate, recommend and review all specifications on any and all equipment which the Department shall buy in which the P.B. feels may affect the health, safety and/or the welfare of its members. The Borough shall in all cases consider the recommendations and specifications submitted by the P.B. except in cases of extreme hardship to the Borough.

- E. The Borough hereby agrees all new vehicles purchases for patrol shall be purchased as a "police packaged vehicle." In the event the Borough is unable to purchase a new police vehicle being designed by the manufacturer as a police packaged vehicle or with similar designation or meaning, then the Borough shall obtain a vehicle which is comparably equipped. Each marked vehicle shall be equipped with a prisoner cage protection, for the prisoner's safety as well as the police officer's.
- F. Officers who are ordered or respond by virtue of circumstances to the aid of police officers of neighboring communities shall be fully protected and covered by all applicable health, life and other insurances as well as Workers's Compensation. Officers in said situations shall be entitled to all rights and benefits as would they had the situation occurred within the borders of their own jurisdiction.
- G. Whenever an officer is exposed to a contagious or communicable disease or infestation parasitic or otherwise which mandates his quarantine or otherwise precludes his performance of duty, said occurrence shall not be charged to the officer's sick time, but shall be treated as a line of duty injury.

If, as a result of such exposure, potential or actual infestation to an officer's clothing or other belongings, said items must be discarded, the employer shall reimburse the officer for the entirety of the belongings so discarded and shall bear the full cost of any and all sanitization procedures necessary to prevent further infestation or exposure to others to include the officer's person, clothing, personal automobiles, home and family.

ARTICLE XV: COMPENSATION FOR USE OF PERSONAL AUTOMOBILES

- A. Any member of the Police Department who shall be required to use his personal auto for police use shall be compensated in the amount of twenty (20) cents per mile of use under the following conditions:
 - 1. Patrol or other police use where the officer is required to use his personal automobile.

2. Use of personal autos for schools, courts, etc.
3. Round trips returning home when attending a resident training school.

ARTICLE XVI: REFERENDUM

Police and Fireman's Pension Fund passed.

ARTICLE XVII: P.B.A. EXPENSES AND OFFICES

- A. It is further agreed by the parties to this agreement that the Borough of Spotswood shall pay a total of three hundred fifty (\$350.00) dollars per year for two (2) employees to attend the annual State P.B.A. Convention.

The Borough will pay the annual State P.B.A. membership dues for all members. It is understood that the dues include a state-wide life insurance policy.

- B. The Borough shall allow the State delegate to the P.B.A. one day off per month to attend State P.B.A. meetings.
- C. The Borough shall provide a private office, file cabinet and desk for the sole and exclusive use of the P.B.A. if, as and when the space is available in the reasonable opinion of the Borough.
- D. The Delegate shall be allowed to alter his working schedule so as to be able to attend the bi-monthly meetings of the Tri-County P.B.A., unless emergency conditions exist.
- E. The P.B.A. shall be allowed to use the Borough copy machine and shall be supplied with copy paper for its use.
- F. The P.B.A. shall have full right and authority to investigate and apply for any federal, state or county funds or grants which may be available to the Borough or the Department and which will be of benefit to the Borough, P.B.A. or Department. The Borough is obligated to provide any and all information or records that is necessary, or deemed necessary by the P.B.A. for the completion of such grants or funds. The Borough is further obligated to provide all support for the P.B.A., inclusive of the Business Administrator's services to respond to questions of the membership.
- G. The Borough shall print, or cause to be printed, a full amended copy of each new contract between the Borough and the P.B.A., and shall distribute such copies to each member of the P.B.A. within forty five (45) days of ratification of the contract by membership of the P.B.A. Costs of such printing and distribution shall be borne solely by the Borough.

ARTICLE XVIII: DETAILING OF EMPLOYEES

Employees detailed to a temporary position in excess of sixty (60) days shall be paid the rate of pay for the higher temporary assignment at the expiration of sixty (60) days.

ARTICLE XIX: DEATH BENEFITS

In the event of an officer's death, all accumulated sick time, vacation time, personal days, and/or other benefits convertible to cash shall be paid to the officer's surviving spouse or, in her absence, the dependent children or, in their absence, according to the laws of intestacy.

ARTICLE XX: SAVINGS CLAUSE

Should any part of any provision herein contained be rendered or disclosed invalid by reason of any existing or subsequently enacted State or Federal Legislation, or any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof.

ARTICLE XXI: PAYMENT

The Borough will make every effort to pay the members all retroactive pay and benefits due as a result of this agreement no later than ninety (90) days after it is signed by all parties. This assumes that no unforeseen circumstances arise which would prevent payment within ninety (90) days, in which case the P.B.A. will be informed of the reason and given the estimated date payment will be made.

Dated: April 24, 1981

BOROUGH OF SPOTSWOOD:

Negotiating Committee for the members of the Spotswood Police Department:

Wayne R. Hamilton

James Cantora
James Cantora

Wayne R. Hamilton, Mayor

President, P.B.A. Local #225

Barry H. Zagnit

Barry H. Zagnit

Robert L. Sabo

Robert L. Sabo, Business Administrator

P.B.A. Local #225

Howard A. Keenan

Howard A. Keenan

Attest:

Delegate, P.B.A. Local #225

Reggie Pasterczyk, Borough Clerk

John E. Oliver

John E. Oliver Local #225