

AGREEMENT

Between

**BOROUGH OF SOUTH RIVER
MIDDLESEX COUNTY, NEW JERSEY**

And

SOUTH RIVER P.B.A. LOCAL 62

January 1, 2002 through December 31, 2005

PBA

10/1/03

RES:2003- 562

SEPTEMBER 29, 2003

RESOLUTION

WHEREAS, the Governing Body has reached an Agreement with the South River Police Benevolent Association Local 62 with regard to a final negotiated settlement of a new contract for the years of 2002 through 2005 between said Union and the Borough of South River; and

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River that the said agreement with South River Police Benevolent Association Local 62 for the period of January 1, 2002 through December 31, 2005, is approved, a copy of which is annexed hereto:

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute the same on behalf of the Borough of South River.

DATED SEPTEMBER 29, 2003

Fin
P.B.A.
Aud
File
RU.

/s/ _____
Councilmember

/s/ _____
Councilmember

CERTIFIED COPY OF THE ORIGINAL
FILED IN THE OFFICE OF THE
BOROUGH CLERK, SOUTH RIVER, N.J.

DATED 10/1/03

ALBERT M. SEAMAN
BOROUGH CLERK

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PREAMBLE

THIS AGREEMENT, made this 29th day of September, 2003, by and between the BOROUGH OF SOUTH RIVER, MIDDLESEX COUNTY, NEW JERSEY (hereinafter the "Borough" or "Employer"), and SOUTH RIVER POLICEMEN'S BENEVOLENT ASSOCIATION (PBA) LOCAL No. 62 (hereinafter the "Association or "P.B.A."), is designed to maintain and promote a harmonious relationship between the Borough of South River and such of its employees who are within the provisions of this Agreement in order that more efficient and progressive public service may be rendered.

ARTICLE I
RECOGNITION

A. The Employer hereby recognizes the Association as the sole and exclusive representative of all the employees in the bargaining unit as defined in Article I, Section 2, herein, for the purpose of collective bargaining and all activities and processes relative thereto.

B. The bargaining unit shall consist of all Patrolmen, Sergeants, and Lieutenants of the Police Department of the Borough of South River, New Jersey, now employed or hereinafter employed, excluding the Captain and the Chief of Police. For the purposes of this Agreement the terms police officer, employee or employees shall refer to all members of the bargaining unit as defined herein. The Association agrees that it will not contest the Borough's pending unit clarification petition (PERC Docket No. CU-2003-037) should the Borough conclude that it wishes the title of Lieutenant to be removed from the bargaining unit.

C. This Agreement shall govern all wages, hours, and other terms and conditions of employment herein set forth.

D. This Agreement shall be binding upon the parties hereto, and their successors.

ARTICLE II
GRIEVANCE PROCEDURE

A. Definition

A "Grievance" is an alleged violation, interpretation, or application of the agreement, policies, and administrative decisions that affect an employee, group of employees, or the P.B.A.

B. Step 1

A grievance must be filed in writing with the Chief of Police within fifteen (15) days of the occurrence or within fifteen (15) days when the employee first should have been aware of the occurrence.

If the grievance is a "class action grievance, that is a grievance between management and the P.B.A. As a whole, the P.B.A. will have forty-five (45) days from the occurrence, or when it should have reasonably known of the occurrence, in which to file its grievance.

Step 2

If the employer or P.B.A. is not satisfied with the Chief's response, or if no response is received within the appropriate time limit, the grievance may be submitted to the Borough Administrator. The Borough Administrator shall have ten (10) working days in which to render his decision in writing from the conclusion of the presentation of the grievance.

Step 3

If the employee or P.B.A. is not satisfied with the Borough Administrator's response, or if no response is received within the appropriate time limit, the grievance may be submitted to the Borough Council. A grievance hearing shall take place before the Council, in closed session, unless the individual grievant has requested an open public meeting in writing. Parties to the grievance shall include the grievant, P.B.A. officials, and their designated representatives. The Council shall have ten (10) days in which to respond in writing setting forth its decision and reasons.

Step 4

If the matter is unresolved at level 3 or step 3, or if no answer is received within the appropriate time limit, the grievance may be submitted to binding arbitration in accordance with the Arbitration clause of this Agreement.

C. Miscellaneous

All written decisions shall contain the reasons set forth therein. An employee shall be informed by management that he has the right to representation before questioning by the Employer which may lead to discipline of employee.

ARTICLE III
ARBITRATION

A. Any grievance or other matter in dispute involving the interpretation or application or the provisions of the Agreement, not settled by the grievance procedure as herein provided, may be referred to an Arbitrator as hereinafter provided.

B. Either party may institute arbitration proceedings when the grievance procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. The party demanding arbitration shall request the New Jersey Public Employment Relations Commission or the New Jersey State Board of Mediation to appoint an Arbitrator to hear the arbitration in the manner set forth in Rules or Regulations of either such agency.

C. The decision of the Arbitrator shall be in writing, and shall include the reasons for such finding and conclusion. The Arbitrator shall have thirty (30) days to render such decision.

D. The decision of the arbitrator shall be final and binding the authority and power to interpret and apply the provisions of this Agreement. He shall have no power to change or modify any of the express obligations of the parties under this Agreement.

E. The cost of the services of the Arbitrator shall be borne equally by the Employer and the Association. All other expenses incidental to the Arbitration shall be paid by the party incurring same.

F. The Arbitrator shall be bound by the provisions of this Agreement and by the Constitution and Laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him involving the grievance. The Arbitrator shall not

have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

G. The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

ARTICLE IV

EMPLOYEE RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws 1975, the Council hereby agrees that every employee of the Borough shall have the right freely to organize, join, and support the P.B.A. and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body, the Council undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1975, or other laws of New Jersey or the Constitutions of New Jersey or the United States; that it shall not discriminate against any employee with respect to wages, hours, or any terms and conditions of employment by means of his membership in the P.B.A., its affiliates, collective negotiations with the Council, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey Statutes the Constitutions of New Jersey and the United States, or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. Just Cause Provision

No employee shall be disciplined by discharge, reprimand, reduction in rank or compensation, deprivation of any employee advantage or any adverse evaluation of his/her professional services, without just cause. Any such action asserted by the

Council, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Required Hearings

Whenever any employee is required to appear before the Council or any committee, member, or representative thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, rank, employment, salary, or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the P.B.A. or its designee present to advise him and represent him during such meeting.

D. Criticism of Police Officers

Any criticism by a supervisor, administrator, or Council member of a police officer shall be made in confidence and not in the presence of other employees (with the exception of the employee's representatives), members of the general public, or at other public gatherings, except where a public reprimand is necessary for emergency reasons or under emergency circumstances.

ARTICLE V

BILL OF RIGHTS

A. Employees covered by this Agreement hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

B. The wide ranging powers and duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigation by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of an employee shall be at a reasonable hour, preferably when the member of the force is on duty, but subject to available manpower.

2. The Employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably appraise the employee of the allegations should be provided. If it is known that the employee is being interrogated as a witness only, he should be so informed at the initial contact.

3. The questioning shall be reasonable in length. Reasonable respites shall be allowed.

4. There will be no "OFF THE RECORD" questions.

5. The employee shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. If an employee is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, she shall be given his rights pursuant to the current decisions of the United States Supreme Court.

7. In all cases and in every stage of the proceedings, in the interests of maintaining the usual high morale of the force the Department shall afford an opportunity for an employee, if he so requests, to consult with his P.B.A. representatives before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force.

8. Nothing contained herein shall grant employees any more rights than an ordinary citizen.

ARTICLE VI

P.B.A. RIGHTS AND PRIVILEGES

A. Information

The Council agrees to furnish to the P.B.A. in response to reasonable requests from time to time all available information concerning annual and/or interim financial reports, budgets, and audit, register or personnel, agendas and minutes of all Council meetings, census data, individual and group health insurance premiums and experience figures, together with information which may be necessary for the P.B.A. to process any grievance or complaint, or any public records required to be made available under the "Right to Know" law at a cost per copy as established by the Borough ordinance or state statute.

B. Released Time for Meetings

Whenever any representative of the P.B.A. or any other employee covered by this Agreement participates during working hours in negotiations or grievance proceedings, he shall suffer no loss of pay or any other contractual benefit to which he is entitled, such as vacation time or personal leave, etc. It should be understood that only one employee per shift shall attend negotiations.

C. Use of Municipal Facilities

The P.B.A. and its representatives shall have the right to use the Municipal Facilities at all reasonable hours for 12 meetings. The Borough Administrator or his designee shall be notified of and approve in advance the time and place of all such meetings.

D. Bulletin Boards

The P.B.A. shall be designated adequate space on all official bulleting boards that may service notice to anyone covered by this Agreement.

E. Leave Time for the P.B.A. President

The Council shall grant two (2) hours of release time with pay each workweek to the president of the Local P.B.A. during his term of office. Such time shall be used to conduct P.B.A. business and shall not be infringed upon in any means by the Borough.

F. Representatives to the State P.B.A.

The P.B.A. state delegate is to receive at least the minimum statutorily guaranteed days with pay to attend authorized state, county, tri-county meetings, workshops, and the P.B.A. state convention. The delegate shall provide 24 hours, notice to the Chief of Police informing him of his planned attendance. This article shall not limit any additional rights as may be construed by state law.

G. Exclusive Rights

The rights and privileges of the P.B.A. and its representatives as set forth in this Agreement shall be granted only to the P.B.A. as the exclusive representative of all employees contained within the bargaining unit.

H. Subject to the provisions of Section B. of this Article, the P.B.A. and its representatives shall have the right to attend all meetings and hearings whose outcome could affect the negotiable terms and conditions of this Agreement except as provided by the Sunshine Law.

I. Any employee who does not want P.B.A. representation concerning an investigation under Article 5 must sign off in writing to that fact. The Borough will provide a form to the individual employee. Such a form shall be provided to the P.B.A.

ARTICLE VII

DUES CHECK-OFF - REPRESENTATION FEE

A. Dues Check-off

The Borough shall cause to be deducted from each member's regular pay, such amounts as may be certified by the P.B.A. as the current dues for maintenance, in good standing, as a member of the P.B.A. The P.B.A. shall present property check-off authorization filled in by the employee and delivered to the Employer. Any employee not authorizing said check-off shall be affected by the Representation Fee article of this Agreement.

B. Purpose of Fee

If a member of this bargaining unit does not become a member of the Association during any membership year which is covered by this Agreement, in whole or in part, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

C. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Borough Administrator in writing of the amount of regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to 85% of that total amount.

2. Legal Maximum

In order adequately to off set the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees, and assessments charged by the Association to its members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change. Should the maximum amount be decreased by law, the Association would have the final say as to whether or not to implement the fee or remove the article.

D. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Borough Administrator a list of those employees who have not become members of the P.B.A. for the then current membership year. The Borough will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

(a) Ten (10) days after receipt of the aforementioned non-member list by the Borough Administrator; or

(b) Thirty (30) days after the employee begins his or her employment a bargaining unit position, unless the employee previously served in a non-

bargaining unit position and then became covered by this Agreement or was laid off, in which event the deductions will begin with the first paycheck paid to said employee after the resumption of the employee's employment in a bargaining unit position.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment for any reason, be it resignation, layoff, retirement, dismissal, or any other cause, before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Borough will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues. The Borough will, however, indicate in those records transmitted to the Association which moneys are from dues and which moneys are receipts from the representation fee.

5. Changes

The Association will notify the Borough Administrator in writing of any changes in the list of non-members provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Borough Administrator receives said notification.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Borough will submit to the Association a list of all new employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job title, and dates of employment for all such employees.

7. Indemnification

The P.B.A. shall indemnify, defend, and save the Borough harmless against any and all claims, demands, suit, or other forms of liability that shall arise out of or by reasons of action taken by the Borough in reliance upon the official written representations submitted by the P.B.A. to the Borough.

ARTICLE VIII

DISCHARGE OR SUSPENSION

No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve but not arbitrate such action in accordance with and except as modified by the provisions hereinbefore set forth entitled "Grievance Procedure."

ARTICLE IX

DISCRIMINATION AND COERCION

There shall be no discrimination, interference, or coercion by the Employer or by any of its agents against the Association or against the employees represented by the Association because of membership activity in the Association. There shall be no discrimination or coercion by the Association or any of their agents against any employee covered by this Agreement because of membership or non-membership in the Association. Nor shall the Employer discriminate in favor of, or assist, any other labor or police organization which in any way affects the Association's rights as certified representative for the period during which the Association remains the certified representative of the employees. Neither the Employer nor the Association shall discriminate against any employee because of race, color, creed, sex, age, or national origin. The Employer will cooperate with the Association with respect to all reasonable requests concerning the Association's responsibilities as certified representative.

ARTICLE X

EMPLOYEE TRAINING

The cost of all training which is required by the Borough shall be borne by the Borough. The Borough reserves the right to assign a suitable Borough vehicle for the purpose of transportation to and from assigned training sessions and other in service schools.

ARTICLE XI

ACCESS TO PERSONNEL FILES

A. Upon reasonable notice, an employee shall, upon verbal request to the Personnel Department, have an opportunity to review his or her personnel folder in the presence of an appropriate official of the Personnel Department to examine any criticism, commendation, or any evaluation of his or her work performance or conduct prepared by the Borough during the term of this Agreement. The employee shall be allowed to place in such file a response of reasonable length to anything contained therein.

B. A copy of any written evaluation of work shall be provided to the employee. Evidence of receipt of same shall be the signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon. The employee shall have the right to attach a response to the evaluation. If the employee avails himself of this right, said response shall be considered the end of the evaluation process thereto concerned.

C. In Paragraphs A and B, the employee shall have thirty (30) days to submit a written response after receiving notice or finding that such document exists in his file.

ARTICLE XII

MUTUAL AID

Employees, while rendering aid to another community, at the direction of their superior, shall be covered by Workers' Compensation and liability insurance and pension as provided by state law.

ARTICLE XIII *See amendment - following page*

WORK SCHEDULE AND OVERTIME

A. All employees covered by this Agreement shall work an eight (8) hour tour of duty. Said employees shall not be scheduled or assigned to work for more than eight (8) hours in any twenty four (24) hour period. Any violation or additional work performed beyond the terms set forth herein shall be considered overtime and shall be compensated in accordance with the language forthcoming. Any change in a Patrol Division Officer's schedule shall not take place without five days' notice. The penalty for failure to meet the five-day requirement shall be 1-1/2 x salary for all days under five.

B. Any employee working beyond his normal eight (8) hour tour shall be compensated at the rate of time and one-half (1-1/2) his normal salary for all additional time worked. Any employee scheduled or assigned to work a short swing, that is a second tour of duty without the contractual sixteen (16) scheduled hours between shifts, shall be compensated at the rate of one and one half (1-1/2) his normal rate of pay. (This off time is to be calculated by the employee's normally scheduled eight (8) hour shift and will not apply if the employee worked overtime on the closing end of his prior shift. This covers short swing determination only, and shall not cover voluntary swaps.)

C. Effective upon the signing of this Agreement, all court time outside of the employee's work day inclusive of Juvenile Conference Committee shall be compensated at time and one-half the employee's base hourly rate with a two (2) hour minimum guarantee.

D. When it becomes necessary for personnel to be called out on emergency, such personnel shall be compensated at time and one half the employee's base hourly rate with a two (2) hour minimum guarantee.

E. Extra Time Off (XTO)

1. All employees who have accumulated more than 200 hours of XTO will be paid for those hours in excess of 200 upon the execution of this Agreement, and have their accumulated XTO reduced to 200 hours.

2. An employee shall not be permitted to use or accumulate more than 80 hours of XTO time in any calendar year, except as set forth in paragraphs 3 and 4 of this section, below.

3. An employee who has used 80 hours of XTO in a calendar year thereafter may accumulate additional XTO in that year, but shall not be permitted to utilize the additional XTO until the following year. An employee may carry over a maximum of 80 hours of XTO from one calendar year to the next.

4. An employee who has accumulated more than 80 hours of XTO shall not be eligible to earn or accumulate additional hours until such time as his total accumulated time has been reduced to below 80 hours.

5. All employees who have accumulated more than 80 hours of XTO shall be required to reduce their total accumulated XTO to no more than 80 hours by December 31, 2005. The Borough, in consultation with the Association, will develop a quarterly schedule to reduce the number of hours of XTO time to 80.

6. Employees must provide at least two (2) days notice for requests to utilize XTO time. The Chief or his designee may, in his discretion, approve emergency requests to utilize XTO with less than two (2) days notice. Any action granting permission to utilize XTO on less than two (2) days notice shall not constitute a precedent or past practice.

7. Nothing set forth herein shall change the criteria for the approval or denial of XTO by the administration, except for "5" above.

8. The purpose of this agreement is to effect a gradual reduction in accumulated XTO until each employee has no more than 80 hours of XTO by December 31, 2005, and, further, to limit each employee's annual usage of XTO to a maximum of 80 hours.

SIDEBAR AGREEMENT

This sidebar agreement is made on this 26th day of April, 2004, by and between the **BOROUGH OF SOUTH RIVER, MIDDLESEX COUNTY** (the "Borough") and the **SOUTH RIVER POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 62** (the "Union").

WHEREAS on September 24, 2003 the Borough and the Union entered into a Memorandum of Agreement which provides, among other things, for a reduction in the amount of Extra Time Off ("XTO") which police officers may maintain; and

WHEREAS the Memorandum of Agreement provides, more specifically, that, "All employees who have accumulated more than 80 hours of XTO shall be required to reduce their total accumulated XTO to no more than 80 hours by December 31, 2005", and

WHEREAS the Borough and the Union now wish to develop a schedule to reduce each police officer's total number of hours of XTO time to no more than 80 hours by December 31, 2005.

NOW, THEREFORE, in consideration of the foregoing, the Borough and the Union agree as follows:

1. During calendar year 2004, any police officer having more than 80 hours of XTO time as of January 1, 2004 shall be required to reduce the amount of his XTO time by an amount equal to one-half of the difference between the number of hours of XTO time accumulated as of January 1, 2004 and 80 hours. By way of example:

a) A police officer who has 200 hours of XTO time accumulated as of January 1, 2004 shall be required to reduce the amount of his XTO time by one-half of the difference between 200 hours and 80 hours. The difference between 200 hours and 80 hours is 120 hours, and one-half of that amount is 60 hours.

Thus, a police officer having 200 hours of XTO time on January 1, 2004 shall be required to reduce the amount of his XTO time by 60 hours, to 140 hours, by December 31, 2004.

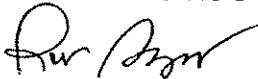
b) A police officer who has 100 hours of XTO time accumulated as of January 1, 2004 shall be required to reduce the amount of his XTO time by one-half of the difference between 100 hours and 80 hours. The difference between 100 hours and 80 hours is 20 hours, and one-half of that amount is 10 hours. Thus, a police officer having 100 hours of XTO time on January 1, 2004 shall be required to reduce the amount of his XTO time by 10 hours, to 90 hours, by December 31, 2004.

2. During calendar year 2005, any police officer having more than 80 hours of XTO time as of January 1, 2005 shall be required to reduce the amount of his XTO time by an amount equal to the difference between the number of hours of XTO time accumulated as of January 1, 2005 and 80 hours. By way of example:

a) A police officer who has 140 hours of XTO time accumulated as of January 1, 2005 shall be required to reduce the amount of his XTO time by the difference between 140 hours and 80 hours, or 60 hours. Thus, a police officer having 140 hours of XTO time on January 1, 2005 shall be required to reduce the amount of his XTO time by 60 hours, to 80 hours, by December 31, 2005.

b) A police officer who has 90 hours of XTO time accumulated as of January 1, 2005 shall be required to reduce the amount of his XTO time by the difference between 90 hours and 80 hours, or 10 hours. Thus, a police officer having 90 hours of XTO time on January 1, 2005 shall be required to reduce the amount of his XTO time by 10 hours, to 80 hours, by December 31, 2005.

FOR THE BOROUGH



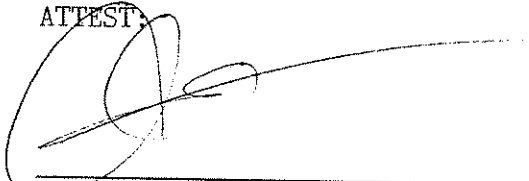
~~Michael S. Jacobs, Borough Administrator~~
Robert P. Szegeti, Mayor

FOR THE ASSOCIATION



Kevin Nielsen, President

ATTEST:


Albert M. Seaman
Borough Clerk

RESOLUTION

WHEREAS, by Resolution 2003-562 adopted on September 29, 2003, an Agreement with the South River Police Benevolent Association Local 62 was approved providing for the terms and conditions of employment for its members; and

WHEREAS, a change to the terms of Paragraph E in Article XIII entitled "Extra Time Off (XTO)" was negotiated and agreed to:

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River that the above changes to Articles XIII, annexed hereto, be and the same are hereby approved.

BE IT FURTHER RESOLVED that the appropriate Borough Officials are hereby directed and authorized to execute same on behalf of the Borough of South River.

DATED: APRIL 26, 2004

In
PBA
Down
Fike
Police Chief

/s/ _____
Councilmember

CERTIFIED COPY OF THE ORIGINAL
FILED IN THE OFFICE OF THE
BOROUGH CLERK, SOUTH RIVER, N.J.

/s/ _____
Councilmember

DATED 4/28/04

ALBERT M. SEAMAN
BOROUGH CLERK

ARTICLE XIV

SALARY AND LONGEVITY

A. Salary Guides

1. Employees shall work under the following salary guide:

Rank	2002	2003	2004	2005
Lieutenant				
After 15 th year	72,072.00	74,882.00	77,803.00	80,838.00
After 10 th year	71,359.00	74,141.00	77,033.00	80,037.00
Lieutenant less Than 10 years Service	70,652.00	73,407.00	76,270.00	79,245.00
Sergeant				
After 15 th year	67,303.00	69,928.00	72,654.00	75,487.00
After 10 th year	66,637.00	69,236.00	71,935.00	74,740.00
Sergeant less Than 10 years Service	65,977.00	68,550.00	71,223.00	74,000.00
Patrolman:				
After 15 th year	62,533.00	64,972.00	67,506.00	70,139.00
After 10 th year	61,914.00	64,329.00	66,838.00	69,445.00
After 5 th year	61,301.00	63,692.00	66,176.00	68,757.00
After 4 th year	55,331.00	57,489.00	59,731.00	62,060.00
After 3 rd year	49,738.00	51,678.00	53,693.00	55,787.00
After 2 nd year	44,147.00	45,869.00	47,658.00	49,516.00
After 1 st year	38,554.00	40,058.00	41,620.00	43,243.00
Graduation From academy	32,209.00	33,465.00	34,770.00	36,126.00
Start	27,014.00	28,068.00	29,162.00	30,300.00

The Borough, in its discretion, may determine the placement on the salary guide of newly hired certified officers having prior experience as Class A officers in other departments, subject to the following: Placement on the salary guide shall not be on a step greater than (1) that step corresponding to the newly hired officer's years of prior experience as a Class A certified officer, and (2) in no event greater than the "After 5th Year" step.

B. In addition to salaries, all members shall receive longevity as follows:

Zero to six years	0.00%
Six years to ten years	2.0%
Ten years to fifteen years	4.0%
Fifteen years to twenty years	6.0%
Twenty or more years of service	8.0%

Longevity shall be included in the base salary for the purpose of calculating pension benefits.

ARTICLE XV

VACATION

Vacation allotment shall be granted at the start of each year listed.

<u>At the start of</u>	<u>Amount of Working Days</u>
6 month – 1 year	1 working day per month not to exceed 5 days
1 st year plus 1 day 5 th year	10 working days
5 th year + 1 day	15 working days
10 th year + 1 day	20 working days
Each year thereafter, one additional vacation day for each completed year of service up to 25 th year	21 days etc. up to a maximum of 35 days (maximum of 30 days for all current and future employees 1/1/97)

ARTICLE XVI

HEALTH AND LIFE INSURANCE

A. The Employer agrees to pay 100% of the cost of the following insurance and programs for each employee and his family:

1. Blue Cross/Blue Shield, Major medical plan (1420 series), at least equal to the State Health Benefits Program, upon implementation by the state.

2. A self-insured/or private prescription plan with a Seven (\$7) Dollar co-pay (brand name) and a Four (\$4) Dollar co-pay (generic), which shall be full family coverage. Effective July 1, 1999, or a soon thereafter as practicable, the co-pay shall increase to a Ten (\$10) Dollar co-pay (brand name) and a Five Dollar (\$5) co-pay (generic).

B. The Employer agrees to pay the full cost of a term group life insurance policy for each employee covered by this Agreement, in an amount no less than Five Thousand (\$5000) Dollars.

1. The Borough shall contribute up to Three Hundred (\$300) Dollars per employee towards a dental plan chosen by the Borough.

2. Any police officer who has retired with twenty-five (25) years of service or more and who is at least 45 years of age shall receive Borough paid health and prescription insurance (not dental) in existence at retirement and such coverage shall continue until Medicare eligibility commences so long as said retired officer shall not receive such a benefit from any employment in which said officer may engage subsequent to retirement if no other family member has such coverage. Such policy shall be in conformance with Resolution #1987-465.

3. The Borough retains the right to change insurance carriers or institute a self-insurance program so long as the same or substantially similar benefits are provided.

ARTICLE XVII

SENIORITY

Traditional principles of seniority shall apply to employees covered by this Agreement as to selection of vacation period and compensatory days off, and reductions in force. Seniority is defined to mean the accumulated length of service with the Department, computed from the date of appointment. An employee's length of service shall not be reduced by time lost due to authorized leave of absence for bona fide illness.

ARTICLE XVIII-A

HOLIDAYS

(EFFECTIVE 1/1/2002 THROUGH 12/31/2003)

A. The following shall be considered legal holidays during the term of this Agreement:

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employee's Birthday

B. The Borough shall observe the above mentioned holidays and, in addition thereto, the Mayor may, by executive order, decree such additional holiday periods he deems appropriate. If an employee's birthday falls on a scheduled workday and manpower prohibits taking off that day, the day off will be granted on the first available day or may be added to vacation time at the discretion of the employee. If an employee's birthday falls on a scheduled holiday or day off, it shall be treated as above. All holidays set forth above shall be observed on the day of traditional celebration of the holiday as opposed to the legal federal government.

C. Patrol Division Personnel will be granted these Holidays on the traditional celebration day with the exception of Memorial Day which shall be granted on the legal observed day. Administrative and Detective Personnel will be granted these Holidays on the legal observed days.

D. Any employee required to work on a holiday shall be paid at the rate of two (2) times regular rate of pay for the first eight (8) hours.

1. Any and all overtime worked on a Holiday shall be paid at the rate of two and one half times regular rate.

2. Administrative and Detective Bureau personnel who work on their respective holiday be it traditional or observed shall be paid at the rate of two and one-half times regular rate.

E. An employee may have the option of carrying his compensatory time into the next year, or he may cash in his remaining compensatory time at his current daily rate of pay. Each day will be credited on a one day save—one day pay rate. The employee shall notify management by November 1st of his intent and shall receive payment, if he so chooses, no later than December 1st of the same year. No employee shall be permitted to cash in more than twenty-four (24) hours of compensatory time off at any given time.

F. The Employer also grants a thirteenth (13th) paid holiday for members of the unit which shall be designated as a floating holiday and shall be taken at the discretion of the employee as a personal day.

G. All holidays shall be paid in the next pay period following the holiday. Holiday pay shall be included in the base pay.

H. The Association waives any claim for back wages based upon any interpretation of any provision of this Article which may have existed prior to execution of this Agreement.

ARTICLE XVIII-B

HOLIDAYS
(EFFECTIVE 1/1/2004)

A. The following shall be considered legal holidays for the purposes described below in this Article, during the term of this Agreement:

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- General Election Day
- Veteran's Day
- Thanksgiving
- Christmas
- Employee

B. The Borough shall observe the holidays set forth above. If an employee's birthday falls on a scheduled holiday or day off, it shall be observed on the day of traditional celebration of the holiday as opposed to the legal federal government.

C. Administrative and Detective Personnel will normally be scheduled off when the above mentioned holidays are observed.

*Employee is paid
Holiday Pay ~~at~~ Beginning
with 1st day of
work or academy -
Calculate Pdo-Rated
Holidays into Base pay
~~to~~ for 1st paycheck*

1. Administrative and Detective Bureau personnel who are required to work on one of the above mentioned holidays shall be paid at the rate of two and one-half times regular rate.

D. Patrol Division and all other employees' working hours and schedules shall not be reduced for any holidays.

1. Patrol Division and all other employees covered by this Agreement who are required to work overtime on one of the above mentioned holidays shall be paid at the rate of two and one half times regular rate.

E. An employee may have the option of carrying his/her compensatory time into the next year, or he/she may cash in his/her remaining compensatory time at his/her current daily rate of pay. Each day will be credited on a one day save—one-day pay rate. The employee shall notify management by November 1st of his/her intent and shall receive payment, if he/she so chooses, no later than December 1st of the same year. No employee shall be permitted to cash in more than twenty-four (24) hours of compensatory time off at any given time.

F. The Employer also grants a thirteenth (13th) paid holiday for members of the unit; which shall be designated as a floating holiday and shall be taken at the discretion of the employee as a personal day.

G. Anything to the contrary contained in this Agreement notwithstanding (except for the overtime provisions contained in C.1. and D.1. of this article), all employees covered by this Agreement shall receive pay for nine (9) days of straight time pay per year, in lieu of any other form of holiday pay or compensation, as follows:

a. The amount of holiday pay pursuant to this Section G. shall be determined by multiplying the employee's base daily pay rate by nine (9). A pro rata

portion of the amount so determined shall be paid out in the employee's regular ^{27 2004} ~~26~~ pay periods per annum.

b. New or departing employees shall receive a pro rata amount of the nine (9) days pay.

c. Holiday shall be included in the employee's base pay for the purposes of pension.

d. Holiday pay shall not be included in the employee's base pay for the purposes of calculating the employee's overtime pay rate.

e. Nothing contained in this Article changes the actual hours worked or working schedule of any employee.

H. The Association waives any claim for back wages based upon any interpretation of any provision of this Article which may have existed prior to execution of this Agreement.

ARTICLE XIX

SICK LEAVE

A. Sick leave may be used for personal illness, or in the event of quarantine, pregnancy and related illness, or for accidental injuries unrelated to employment with the Employer. Sick leave may also be used for illness of a person in the employee's family upon written request to and approval by the Chief of Police or designee. Upon the Employer's request, the employee shall provide verification of illness in the employee's family.

B. Employees must pay their own expenses for treatment they choose to avail themselves, but not a medical report or examination requested by the Employer, except as hereinafter provided. An employee who has been absent on sick leave for five (5) or more consecutive work days or fifteen (15) or more total work days in a twelve (12) month period may be required to submit medical evidence substantiating the illness at employee expense. In addition, the Employer may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. The Employer shall pay for the proof of illness if he or she is absent on five (5) or more similar days that contribute a pattern of possible sick leave abuse. Abuse of sick leave shall be cause for disciplinary action.

C. During protracted periods of illness or disability of an employee, the Chief of Police may require interim reports on the condition of the patient at weekly or bi-weekly periods from the personal physician and/or a Borough medical physician at Employer expense. When under medical care, employees are expected to conform to the instructions of the current attending physician if they wish to qualify for salary payment during such period of illness or disability.

D. No employee shall be allowed to work and endanger the health and well being of himself/herself or other employees and, if the employee's condition warrants, the employee may be directed to take sick leave. The Borough Administrator may direct the employee to the Borough physician at Employer expense.

E. Sick leave with pay shall not be allowed under the following conditions:

1. When the employee, under medical care, fails to carry out orders of the current personal physician, unless the employee immediately changes his or her personal physician.

2. When in the opinion of the Borough medical physician the employee is ill or disabled because of deliberate, self-imposed contributory causes, except mental illness, drug addiction, and alcohol addiction.

3. When an employee does not report to the Borough physician without justification.

F. The recommendation of the Borough medical physician, as well as that of the attending physician, as to the justification for the absence from duty on account of disability, light duty illness, or the fitness of the employee to remain at or return to duty shall be considered by the Borough Administrator. The Borough Administrator shall in such cases, where there is a difference of professional opinion between the Borough physician and the employee's personal physician, require the employee to submit to an examination by a third doctor. The third doctor shall be chosen by the Borough and employee physician at Employer expense.

G. Sick leave shall not be allowed for ordinary dental care, nor for any other professional service that may be normally scheduled by the employee with his or her professional during the employee's regular time off.

H. If an employee is absent from work for reasons that entitle him/her to sick leave, the Chief or shift commander or his designated representative shall be notified as early as possible, but not later than one-half (1/2) hour prior to the start of the scheduled work shift from which he/she is to be absent, except in the event of an emergency. Failure to so notify may be cause for denial of the use of sick leave for the absence and may constitute cause for disciplinary action after the second occurrence in a calendar year. An employee who is absent for five (5) consecutive days or more without reasonable justification and who does not notify the Borough Administrator or his designee will be subject to dismissal.

I. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

J. Any employee who calls in sick and engages in outside employment without previously notifying the Borough Administrator or his designee in writing may be subject to discipline, including discharge. The Borough Administrator shall not be arbitrary and capricious in denying employment during the employee's workday.

K. Any employee who engages in outside employment while on sick leave shall previously advise the Borough Administrator or designee in writing of such employment. The Borough retains the right to utilize the employee for light duty.

L. In the event an employee shall leave work due to sickness after having reported for regular daily work, the time remaining on the employee's regular work day shall be charged to the employee as sick time to the nearest hour.

M. When an employee's employment is terminated for any reason whatsoever except for good cause and this employee is rehired within one (1) year, the employee shall be immediately credited with all prior accumulated sick leave; however, no sick

leave shall be granted for the period the employee was not employed. Upon return to work, an employee shall commence accruing sick time. If an employee was previously paid for his accumulated sick leave when his employment was terminated, he shall be required to reimburse the Borough in full for the amount of such payment, including taxes, before his prior accumulated sick leave shall be restored to him.

N. Upon request within two (2) working days, the Employer shall furnish to an employee a written record of the employee's sick days used, sick days unused, and total accumulated unused sick days.

O. The Employer may schedule medical examinations for all employees annually, or more frequently if reasonably required, at the sole cost and expense of the Employer.

P. Employees must have been employed six (6) months before eligible for sick leave of one and one-sixth (1-1/6) days per month. Effective January 1, 1997, the rate of accumulation shall be reduced to one (1) day per month for all employees. When sick leave is required, a fraction of a day in total accumulation shall be benefits under this Article. Thereafter, sick leave shall be accumulated at the rate considered as a full day allowable. Said sick leave is cumulative and if not used in one (1) year may be accrued from year to year and be available when required.

Q. Absence from work caused by accidental injury in the line of duty shall be excluded in the calculation of sick leave.

R. Each department head shall be required to furnish the Borough Treasurer with accurate information semimonthly, endorsed on the payroll sheets or on other memoranda annexed to the payroll sheets, of the number of days an employee is absent because of illness.

S. The Borough Treasurer is hereby authorized and empowered to pay employees their full compensation during any absence caused by illness within the limits hereinabove set forth but shall be without authority to pay any such compensation beyond the maximum of fourteen (14) days in any one (1) calendar year as herein set forth. Payment of compensation for sick days beyond the maximum of fourteen (14) days in any one (1) calendar year can only be authorized by the Borough Administrator.

T. In determining the amount of sick leave allowable to each employee, the number of days of sick leave taken since January 1, 1947 shall be deducted.

U. When an employee leaves the employment of the Borough for any reason whatsoever and is rehired within a three (3) month period, prior accumulated sick leave will continue; however, no sick leave shall be granted for the period absent from Borough employ. If an employee is rehired after a three (3) month period has elapsed, sick leave accumulation shall commence as of the date permitted under Paragraph P as for all new employees.

V. Each employee will be permitted to accumulate sick leave, to be paid upon death or retirement as follows:

1. The right to accumulate sick leave shall be effective only for employees who have completed working the year 1978 or who were hired during 1978 and worked through December 31, 1978.

2. The accumulation of sick leave shall begin with sick days accrued during the calendar year 1978. All sick leave utilized shall be first deducted from sick days most recently obtained.

3. Sick leave may be accumulated up to ten percent (10%) accumulated sick leave, but may not exceed Four Thousand (\$4000) Dollars.

4. For all sick leave accrued by any employee prior to January 1, 1978, an employee shall be eligible to be paid on a basis of one (1) sick day for every six (6) sick days accrued.

W. All employees hired subsequent to October 1, 1980 shall be entitled to sick-day benefits as set forth herein, but shall also be limited to a maximum of one-hundred thirty (130) accumulated sick days.

ARTICLE XX

BEREAVEMENT LEAVE

Each employee shall be entitled to four (4) calendar days off for death in the family which shall include spouse, child, parent, brother, sister, nephew, niece, and the parents, brothers and sisters of the spouse, mother-in-law and father in law either from day of death or day of bereavement. In addition, each employee shall be entitled to one (1) day of bereavement leave for the death of an immediate aunt or uncle or grandparent. Effective upon the execution of this Agreement, each employee shall be entitled to two (2) days of bereavement leave for the death of an immediate aunt or uncle or grandparent. Bereavement leave shall be paid leave for working days only. Reasonable verification of the event may be required by the Borough.

ARTICLE XXI

PERSONAL DAYS

A. Each police officer shall receive five (5) personal days' leave each year with pay. Said days shall be non-accumulative and may be taken in units of half or full days with the approval of the Chief or shift commander. A written notice of five (5) days shall be provided; however, such approval shall not be arbitrarily or capriciously withheld. The notice provision of five (5) days will be waived in cases of emergency with the approval of the Chief of Police, if available, Administrative Lieutenant, if available, or the shift commander. A waiver of the five (5) days notice requirement in a particular case shall not constitute a precedent or past practice.

B. All employees hired after January 1, 1995 shall enjoy the following personal day schedule:

Two months to one year	1 day
One to five years	2 days
Six to fifteen years	3 days
Fifteen to twenty years	4 days
Twenty years on	5 days

ARTICLE XXII

CLOTHING ALLOWANCE

The Borough shall pay to each employee the sum of One Thousand (\$1,000) Dollars annually for the purpose of maintenance of uniforms, clothing, and equipment. Payment shall be made the first pay period in April. The clothing allowance shall be prorated during the first and last year's service.

Effective 1/1/04

the payment shall be \$1,100

ARTICLE XXIII

MEAL AND MILEAGE ALLOWANCE

Effective upon the signing of this Agreement, the Borough agrees to provide a meal allowance of Ten (\$10) per day for required attendance at training schools if no meal is provided. Whenever an employee is required to utilize his personal vehicle in connection with Borough business, he shall be reimbursed at the rate of Twenty (\$.20) Cents per mile for same.

ARTICLE XXIV

NO UNILATERAL CHANGES

The Borough agrees that there shall be no unilateral changes in the negotiable terms and conditions of this Agreement.

ARTICLE XXV

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws 1975, in a good faith effort to reach agreement on all matters concerning the terms and conditions of police employment. Any agreement so negotiated shall apply to all employees in the bargaining unit, be reduced to writing, be signed by the Council and the P.B.A., and adopted by the Council.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XXVI

SAVINGS CLAUSE

In the event that any provision of this Agreement shall at any time be declared invalid by legislative act or any court of competent jurisdiction, or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXVII
COPY OF CONTRACT

The Borough agrees to supply each employee with a copy of this Agreement.

ARTICLE XVIII

EXISTING BENEFITS RULES AND REGULATIONS

Both the employer and the Association agree that all benefits, terms, and conditions of employment relating to the status of members of the Association not covered by this Agreement, as well as all rules and regulations in effect at the time of the execution of this Agreement, shall continue in effect, notwithstanding the absence of any specific reference thereto in this Agreement.

ARTICLE XXIX

PROBATIONARY PERIOD

A. All employees hired during the terms of this Agreement shall serve a probationary period of one (1) year. During this probationary period, the Borough reserves the right to terminate a probationary employee for any reason. An employee so terminated shall not have recourse through the grievance procedure set forth in this Agreement.

B. All employees promoted to a new rank above Patrolman will serve a six-(6) month probationary period before being made permanent. The Borough reserves the right to rescind such promotions for any reason during the probationary period. Employees shall receive the base rate of pay for the rank in which they are promoted to during the probationary period, but will revert to the previous rate of pay in the event of rescinding such promotion.

ARTICLE XXX

MANAGEMENT RIGHTS

A. The Borough of South River hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitutions of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make rules of procedure and conduct and to use improved methods and equipment, as well as duties, to decide the number of employees needed for any particular time.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Departments after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, whether permanent, temporary or seasonal, and to promote, transfer, assign, or retain employees in positions within the Borough.

5. To suspend, demote, discharge, or take any other appropriate disciplinary actions against any employee for just cause according to law.

6. Nothing contained herein shall prohibit the Borough from contracting out any work.

7. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

B. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities, and authority under R.S. 40A:1-1, et seq., or any national, state, or local ordinances.

ARTICLE XXXI

WORK INCURRED INJURY

Employees who are injured, whether slightly or severely, while working, must make an immediate report within eight (8) hours thereof to their department head or supervisor.

ARTICLE XXXII

ACTING SUPERVISORY PAY

In the event that an employee in a lower rank is scheduled in a higher rank by the Chief of Police for a period of time that exceeds three (3) straight working days, that employee is entitled to be paid at the higher rank.

ARTICLE XXXIII

NO-STRIKE PLEDGE

A. Whereas the P.B.A. and its members do not enjoy the right to strike as may be traditionally defined and interpreted by law or judicial opinion, the P.B.A. will not encourage, sanction, or participate in or instigate any strike, sick out, or any other prohibited work stoppage during the duration of this Agreement. The P.B.A. further agrees that, in the event of any non-sanctioned strike or work stoppage, it will actively encourage its members to honor this Article and return to their normal duties. It is understood that any individual (s) who may be charged with violating this Article shall be afforded all protection of the grievance procedure of this Agreement. Furthermore, while the P.B.A. agrees to the above without reservation, it and the Council recognize the legal responsibility of the bargaining agent (P.B.A. Local #127) to represent, without prejudice, any individual accused of violating this or any other Article heretofore agreed upon.

B. Nothing contained within this Agreement 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 P.B.A. or its members.

C. The Association shall not be held liable for unauthorized acts of unit employees, provided that the Association will do everything in its power to prevent its members from participating in any strike, work stoppage, sick out, slow down, or other activity aforementioned and ordering all who participate in such activity to cease and desist from the same immediately and return to work, along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

ARTICLE XXXIV

OUTSIDE EMPLOYMENT AND ACTIVITIES

A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off duty.

B. It is understood that full-time employees will consider their position with the Borough as their primary employment. Any outside employment or activity must not interfere with the employee's efficiency in his position with the Borough and must not constitute any conflict of interest.

C. All outside employment shall be listed with the Chief of Police. The information provided to the Chief of Police shall include the outside employee's name, address, and the Employer's name, address, and the employee work schedule.

D. Any officer planning to engage in outside employment activity during his/her off- duty hours may be permitted to wear a regulation uniform with the permission of the Chief of Police.

ARTICLE XXXV

FAMILY AND MEDICAL LEAVE ACT

Calculation of the twelve (12) weeks of leave provided under the federal Family and Medical Leave Act (“FMLA”) shall commence after an employee has exhausted his current and banked sick leave. FMLA leave shall run concurrently with any remaining paid leave (e.g., vacation leave, personal leave, or XTO).

ARTICLE XXXVI

FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will 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 or both of the parties at the time they negotiated or signed this Agreement.

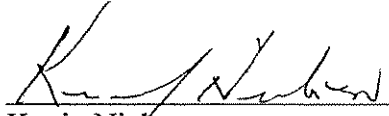
B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

ARTICLE XXXVII

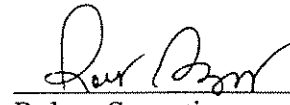
DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2002 through December 31, 2005.


South River P.B.A. Local 62


Kevin Nielsen 9-24-03
President

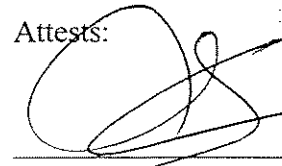
Borough of South River

 9/29/03
Robert Szegeti
Mayor

Attest:


Jennifer A. Novak
Secretary

Attests:


Albert M. Seaman
Borough Clerk

CONFIDENTIAL

MEMORANDUM OF AGREEMENT

6/18/03
CONFIDENTIAL

This memorandum of agreement is made on this ____ day of June, 2003, by and between the undersigned representatives of the **BOROUGH OF SOUTH RIVER, MIDDLESEX COUNTY** (the "Borough") and **SOUTH RIVER POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 62** (the "Association").

1. The duration of the successor agreement shall be for a term of four (4) years, from January 1, 2002 through and including December 31, 2005. Article XXXVI of the Agreement shall be amended accordingly.

2. Amend Article I, Section B. to read as follows:

B. The bargaining unit shall consist of all Patrolmen, Sergeants, and Lieutenants of the Police Department of the Borough of South River, New Jersey, now employed or hereafter employed, excluding the Captain and the Chief of Police. For the purposes of this Agreement the terms police officer, employee or employees shall refer to all members of the bargaining unit as defined herein. The Association agrees that it will not contest the Borough's pending unit clarification petition (PERC Docket No. CU-2003-037) should the Borough conclude that it wishes the title of Lieutenant to be removed from the bargaining unit.

3. Amend Article VI, Section H. to read as follows:

H. Subject to the provisions of Section B. of this Article, {T}the P.B.A. and its representatives shall have the right to attend all meetings and hearings whose outcome could affect the negotiable terms and conditions of this Agreement except as provided by the Sunshine Law.

4. Amend Article VII, Section C.1. as follows:

1. Notification

Prior to the beginning of each membership year, the Association will notify the Borough [Manager] Administrator in writing of the amount of regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership

year. The representation fee to be paid by nonmembers will be equal to 85% of that total amount.

5. Amend Article XI, Section A. as follows:

A. Upon reasonable notice, [A]n employee shall, upon verbal request to the Personnel Department, have an opportunity to review his or her personnel folder in the presence of an appropriate official of the Personnel Department to examine any criticism, commendation, or any evaluation of his or her work performance or conduct prepared by the Borough during the term of this Agreement. The employee shall be allowed to place in such file a response of reasonable length to anything contained therein.

6. Amend Article XIV, Section A.1, to reflect a salary increase of 3.9 per cent in each year of the Agreement, with the addition of two new steps, one after 10 years of service and one after 15 years of service, each receiving an additional 1 per cent, as follows:

ARTICLE XIV

SALARY AND LONGEVITY

A. Salary Guides

1. Employees shall work under the following salary guide:

<u>Rank</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
<i>Lieutenant</i>				
After 15 th year	72,072.00	74,882.00	77,803.00	80,838.00
After 10 th year	71,359.00	74,141.00	77,033.00	80,037.00
Lieutenant less Than 10 years Service	70,652.00	73,407.00	76,270.00	79,245.00
<i>Sergeant</i>				
After 15 th year	67,303.00	69,928.00	72,654.00	75,487.00
After 10 th year	66,637.00	69,236.00	71,935.00	74,740.00

	2002	2003	2004	2005
Sergeant less Than 10 years Service	65,977.00	68,550.00	71,223.00	74,000.00
Patrolman:				
After 15 th year	62,533.00	64,972.00	67,506.00	70,139.00
After 10 th year	61,914.00	64,329.00	66,838.00	69,445.00
After 5 th year	61,301.00	63,692.00	66,176.00	68,757.00
After 4 th year	55,331.00	57,489.00	59,731.00	62,060.00
After 3 rd year	49,738.00	51,678.00	53,693.00	55,787.00
After 2 nd year	44,147.00	45,869.00	47,658.00	49,516.00
After 1 st year	38,554.00	40,058.00	41,620.00	43,243.00
Graduation From academy	32,209.00	33,465.00	34,770.00	36,126.00
Start	27,014.00	28,068.00	29,162.00	30,300.00

The Borough, in its discretion, may determine the placement on the salary guide of newly hired certified officers having prior experience as Class A officers in other departments, subject to the following: Placement on the salary guide shall not be on a step greater than (1) that step corresponding to the newly hired officer's years of prior experience as a Class A certified officer, and (2) in no event greater than the "After 5th Year" step.

7. Amend Article XIII to add a new section E., as set forth below:

E. Extra Time Off (XTO)

1. All employees who have accumulated more than 200 hours of XTO will be paid for those hours in excess of 200 upon the execution of this Agreement, and have their accumulated XTO reduced to 200 hours.

2. An employee shall not be permitted to use or accumulate more than 80 hours of XTO time in any calendar year, except as set forth in paragraphs 3 and 4 of this section, below.

3. An employee who has used 80 hours of XTO in a calendar year thereafter may accumulate additional XTO in that year, but shall not be permitted to utilize the additional XTO until the following year. An employee may carry over a maximum of 80 hours of XTO from one calendar year to the next.

4.. An employee who has accumulated more than 80 hours of XTO shall not be eligible to earn or accumulate additional hours until such time as his total accumulated time has been reduced to below 80 hours.

5. All employees who have accumulated more than 80 hours of XTO shall be required to reduce their total accumulated XTO to no more than 80 hours by December 31, 2005. The Borough, in consultation with the Association, will develop a quarterly schedule to reduce the number of hours of XTO time to 80.

6. Employees must provide at least two (2) days notice for requests to utilize XTO time. The Chief or his designee may, in his discretion, approve emergency requests to utilize XTO with less than two (2) days notice. Any action granting permission to utilize XTO on less than two (2) days notice shall not constitute a precedent or past practice.

7. Nothing set forth herein shall change the criteria for the approval or denial of XTO by the administration, except for "5" above.

8. The purpose of this agreement is to effect a gradual reduction in accumulated XTO until each employee has no more than 80 hours of XTO by December 31, 2005, and, further, to limit each employee's annual usage of XTO to a maximum of 80 hours.

8. Amend Article XIX, Section J. as follows:

J. Any employee who calls in sick and engages in outside employment without previously notifying the Borough Administrator or his designee in writing may be subject to discipline, including discharge. The Borough Administrator shall not be arbitrary and capricious in denying employment during the employee's workday.

9. Amend Article XIX, Section M. as follows:

M. When an employee's employment is terminated for any reason whatsoever except for good cause and this employee is rehired within one (1) year, the employee shall be immediately credited with all prior accumulated sick leave; however, no sick leave shall be granted for the period the employee was not employed. Upon return to work, an employee shall commence accruing sick time. If an employee was previously paid for his

accumulated sick leave when his employment was terminated, he shall be required to reimburse the Borough in full for the amount of such payment, including taxes, before his prior accumulated sick leave shall be restored to him.

10. Amend Article XIX, Section Q. as follows:

Q. Absence from work caused by accidental injury in the line of duty shall be excluded in the calculation of sick leave.

11. Amend Article XX (BEREAVEMENT LEAVE) as follows:

Each employee shall be entitled to four (4) calendar days off for death in the family which shall include spouse, child, parent, brother, sister, nephew, niece, and the parents, brothers and sisters of the spouse, mother-in-law and father in law either from day of death or day of bereavement. In addition, each employee shall be entitled to one (1) day of bereavement leave for the death of an immediate aunt or uncle or grandparent. Effective upon the execution of this Agreement, each employee shall be entitled to two (2) days of bereavement leave for the death of an immediate aunt or uncle or grandparent. Bereavement leave shall be paid leave for working days only. Reasonable verification of the event may be required by the Borough.

12. Amend Article XXI (PERSONAL DAYS), Section A. as follows:

A. Each police officer shall receive five (5) personal days' leave each year with pay. Said days shall be non-accumulative and may be taken in units of half or full days with the approval of the Chief or shift commander. A written notice of five (5) days shall be provided; however, such approval shall not be arbitrarily or capriciously withheld. The notice provision of five (5) days will be waived in cases of emergency with the approval of the Chief of Police, if available, Administrative Lieutenant, if available, or the shift commander. A waiver of the five (5) days notice requirement in a particular case shall not constitute a precedent or past practice.

13. Amend Article XXII (CLOTHING ALLOWANCE) as follows:

The Borough shall pay to each employee the sum of [~~Eight Hundred Fifty (\$850)~~] One Thousand (\$1,000.00) Dollars for the purpose of maintenance of uniforms, clothing, and equipment.

Payment shall be made the first pay period in April. The clothing allowance shall be prorated during the first and last year's service.

[Effective ~~1/1/99~~ the payment shall be ~~_____~~ \$900]

[Effective ~~1/1/00~~ the payment shall be ~~_____~~ \$950]

[Effective ~~1/1/01~~ the payment shall be ~~_____~~ \$1,000]

Effective 1/1/04 the payment shall be \$1,100

14. **Family and Medical Leave Act (New).** A new Article shall be incorporated in the Agreement, which shall provide as follows:

Family and Medical Leave

Calculation of the twelve (12) weeks of leave provided under the federal Family and Medical Leave Act ("FMLA") shall commence after an employee has exhausted his current and banked sick leave. FMLA leave shall run concurrently with any remaining paid leave (e.g., vacation leave, personal leave, or XTO).

15. **Holiday Pay.** The parties will develop language, to take effect as of January 1, 2004, to ensure that employees on shift work who do not have their work schedules reduced because of a holiday, shall receive holiday pay. The language to be developed shall include the following provisions:

- A. Only employees on shift work whose work schedules are not reduced because of a holiday will receive the additional pay.
- B. The employee's base pay will be adjusted to compensate for 12 days of holiday pay during the normal 26 pay periods during the year.
- C. The adjusted base for holiday pay shall not be used to calculate an employee's overtime rate. The overtime rate will remain one and one-half times the employee's non-adjusted base pay.

16. The arbitration award in the Association's grievance concerning XTO/compensatory time (PERC Docket No. AR-2003-432) shall be superseded by the following: Employees must provide at least two (2) days notice for requests to utilize XTO time (see #7, Section E.6. above).

17. The pending grievance concerning vacation black-out periods (PERC Docket No. AR-2003-433). shall be resolved as follows: The Borough agrees that black-out periods for vacation scheduling shall be utilized only (a) in advance of the date on which employees schedule their vacations, and (b) if comparable training is not offered in the State at a different time.
18. Upon ratification of this Memorandum of Agreement, the Association shall withdraw from arbitration its pending grievance concerning vacation black-out periods (PERC Docket No. AR-2003-433).
19. Changes shall be made to the Agreement consistent with the Petition for Scope of Negotiations Determination filed by the Borough (PERC Docket No. SN-2003-3).
20. All proposals not expressly referenced herein are deemed withdrawn.
21. The terms of this Memorandum of Agreement are subject to ratification by the membership of the Union and by the Borough Council.
22. The undersigned representatives of the Borough and the Union agree to recommend the terms of this Memorandum of Agreement to their respective constituencies for ratification.

FOR THE BOROUGH

FOR THE ASSOCIATION

 Michael S. Jacobs, Borough Administrator

 Kevin Nielsen, President
