

AGREEMENT

Between

BOROUGH OF EDGEWATER

and

EDGEWATER P.B.A. LOCAL 45

JULY 1, 2003 THROUGH JUNE 30, 2006

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PREAMBLE

THIS AGREEMENT made this day of , 2003
by and between the BOROUGH OF EDGEWATER, a body politic and
corporation of the State of New Jersey, hereinafter referred to as the
"EMPLOYER," and THE POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL
45, hereinafter referred to as the "P.B.A.";

WHEREAS, the Employer and the P.B.A. recognize that it will be to the
benefit of both to promote mutual understanding and foster a harmonious
relationship between the parties to the end that continuous and efficient service
will be rendered to and by both parties,

NOW, THEREFORE, it is agreed as follows:

1.00 EMPLOYEES' BASIC RIGHTS

1.01 As a body exercising governmental power under the Laws of the State of New Jersey, the Employer 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 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States.

1.02 The Employer further agrees that it shall not discriminate against any Employee with respect to hours, wages or any terms or conditions of employment by reason of this membership in the P.B.A. and its affiliates, his participation in any activities of the P.B.A. and its affiliates, as prescribed by the Statutes of the State of New Jersey.

2.00 EXCLUSIVITY OF ASSOCIATION REPRESENTATION

2.01 The Employer agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized Association (P.B.A. Local 45) with regard to the categories of personnel covered by the said Memorandum of Agreement during the term of this Agreement.

3.00 EXISTING LAW

3.01 The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal laws.

4.00 ASSOCIATION RECOGNITION

4.01 No Employee shall be compelled to join the Association, but shall have the option to voluntarily join said Association.

4.02 The term "Police Officer," or "Employee" as used herein shall be defined to include the plural as well as the singular and to include females as well as males.

5.00 PRESERVATION OF RIGHTS

5.01 The Employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by Laws and Constitution of the State of New Jersey and of the United States - including, but without limiting the generality of the foregoing the following rights:

- (a) To the executive management and administrative control of the Employer.
- (b) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
- (c) To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law.

5.02 Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority.

5.03 The Employer agrees that all benefits, terms and conditions of employment relating to the status of Employees, which benefits, terms and conditions of employment are not specifically set forth in this Memorandum of Agreement shall be maintained in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Memorandum of Agreement.

5.04 Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Employee pursuant to any rules, regulations, instruction, directive, memorandum, practice, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

5.05 The parties agree that during the term of this Agreement, they shall meet periodically in a good faith attempt to resolve such additional issues as may arise.

5.06 Failure to meet pursuant to Section 5.05 shall not be cause for grievance.

5.07 If agreement is reached between the parties as to any such additional issues, then, and in that event, any such agreed upon language shall become part of this Agreement upon the execution of same, duly signed by the Association President and the appropriate Employer representative.

6.00 RIGHTS OF EMPLOYEES

6.01 Members of the force 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 power of the municipality.

6.02 The security of the community depends to a great extent on the manner in which police officers perform their duty, and their employment is thus in the nature of a public trust.

6.03 The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public.

6.04 Out of these contacts may come questions concerning the actions of the members of the force.

6.05 These questions may require investigations by superior officers designated by the Chief of Police and the governing body.

6.06 In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- (a) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise, in which even reassignment of the member of the force should be employed. If any time is lost, the member of the force shall be compensated, depending on the outcome of the investigation.
- (b) The interrogatories shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.
- (c) The member of the force shall be informed of the nature of investigation before any interrogation commences, including the name of the complainant.

8.00 SALARIES

8.01 The base annual salaries of all Employees covered by this Agreement shall be set forth in Schedule "A".

8.02 Any monies due employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

9.00 WORK DAY - TOUR OF DUTY

9.01 The existing calendar system and daily work schedule shall be continued.

9.02 Work in excess of the Employee's normal work week, or tour of duty for a day shall be considered overtime and paid as follows:

- (a) To be paid in salary, one and one-half times the appropriate hourly rate except that there shall be a guarantee of a minimum cash payment on a time and one-half basis of two hours for Municipal Court and four hours for County Court.
- (b) Members are entitled to overtime payment at the time and one-half rate, including approved police school training programs. All training shall occur in minimum four (4) hour segments.

9.03 In the event an officer is recalled to duty after completing eh scheduled tour of duty for a day, such officer shall be compensated for a minimum of four (4) hours upon such recall, effective with the pay period commencing on October 23, 1998. As used herein, recall shall include any conditions caused by any circumstances or situation wherein a member of the Police Department is ordered to "on-duty" status from "off-duty" status without any prior notice or scheduling.

10.00 HOURLY RATE

10.01 The hourly rate of the Employee shall be calculated by adding his base annual salary and longevity and then dividing the sum by 2,080 hours.

12.00 SHIFT CHANGES

12.01 The Employer agrees that it will not indiscriminately adjust shifts, so as to avoid overtime payment to Employees covered by this Agreement. However, nothing contained herein shall prevent the Employer from the reasonable exercise of its discretion to alter shifts in order to accomplish more efficient Police Protection or coverage.

13.00 LONGEVITY

13.01 In addition to all wages and other benefits, each Employee shall be entitled to a longevity payment as set forth in Schedule "B".

14.00 UNIFORMS AND CLOTHING ALLOWANCE

14.01 The Employees covered by this Agreement shall receive a clothing allowance of Eight Hundred (\$800.00) Dollars each year. The monies shall be paid in two equal installments, the first installment in the amount of \$400.00 to be paid on or before July 1, of each year, and the second installment in the amount of \$400.00 to be paid on or before December 31, of each year.

14.02 In the event the employee's uniform or personal equipment which are required by him in his capacity as Police Officer is destroyed in a single episode, during the course of his employment, except as a result of employee's negligence, or in the event the employer decides to substantially change the employee's uniform, such expenditures shall be borne solely by the employer.

15.00 **COLLEGE CREDITS**

15.01 Each member of the Police Department who attains an Associate's degree in any major shall receive additional compensation in the amount of Five Hundred (\$500.00) Dollars. A member who attains a Bachelor's degree in any major shall receive additional compensation in the amount of One Thousand (\$1,000.00) Dollars.

15.02 The college degree payment will be made on or about September 20th of each year.

16.00 VACATIONS

16.01 The vacation allowance shall be as set forth in this Agreement in Schedule "C".

16.02 To utilize vacation days during the period between the end of the school year in June and the beginning of the next school year, an employee shall request such leave by May 1. For all other requests for vacation days, same shall be requested on or prior to the 15th of the month prior to the month in which the vacation day is sought to be used. If the request for a vacation day does not result in less than three (3) members on a shift for the time requested, the vacation leave will be granted. Vacation requests on shorter notice shall be subject to the approval of the Chief or his designee.

17.00 HOLIDAYS

17.01 All Employees covered by this Agreement shall be paid for thirteen (13) holidays per year.

17.02 The holidays will be paid twice a year, on or about July 1st and again on or about December 1st of each year of this Agreement.

17.03 In lieu of payment, a member may elect to take some or all of his holidays in time off with the permission of the Chief of the Department.

17.04 Six of the holidays are to be credited before June 30th and seven of the holidays are to be credited after June 30th, each year of the contract.

17.05 In the event an Employee is promoted, has a change in grade or has a change in his longevity payment, then payment for holidays shall be prorated according to the date of the salary change due to promotion, change in grade or longevity increase.

17.06 In the event an Employee retires during the course of a year, his entitlement to holidays will be prorated.

17.07 The following procedure will be followed in case of leave of absence:

- (a) One (1) holiday will be deducted for each month or each thirty (30) days of leave.

17.08 Entitlement to holidays shall commence upon an officer's active tour of duty, which shall be deemed to include the training period at the police academy.

18.00 SICK LEAVE

18.01 Sick leave shall consist of fifteen (15) days per year which shall be accrued at the rate of one and one-quarter (1 ¼) days per month. Any unused days of sick leave shall accumulate year to year up to a maximum of 375 days. Upon retirement, one-half of the accumulated sick leave days shall be paid in cash to the Employee at his or her present grade based on the previous year's base salary plus longevity.

18.02 Sick leave with pay is hereby defined to mean a necessary absence from duty to illness, injury or exposure to contagious disease.

18.03 To qualify for payment while absent on sick leave each Employee who will be absent from duty on sick leave shall so notify the Chief of Police or the officer in charge at least one hour before the commencement of his scheduled tour of duty. Said notice shall state the nature of the cause of absence from duty.

18.04 An Employee absent on sick leave for more than three (3) days consecutively shall submit acceptable medical evidence substantiating the illness if reasonably requested by the Employer.

18.05 In the event an Employee is absent due to sick leave and has exhausted his accumulated unused sick leave he shall be absent without pay. Upon application by the Employee to the Borough, the Employer may grant the Employee an advance of sick leave days. In the event an Employee does not

receive an advance of such sick leave, upon returning to duty and accrued sick leave days as defined in 18.01 herein, an Employee shall then be paid by the Employer as reimbursement for the sick leave days previously utilized without pay.

18.06 Entitlement to sick leave shall commence upon an officer's active tour of duty, which shall be deemed to include the training period at the police academy.

18.07 In the event of a death of a sworn member of the Edgewater Police Department, said deceased employee's estate shall be entitled to one-half ($\frac{1}{2}$) of the deceased member's accumulated sick leave up to a maximum value of \$15,000. In the event said deceased employee leaves a will then said will shall dictate the terms of distribution. In the event the deceased employee does not leave a will then distribution shall be consistent with New Jersey Law of intestacy.

19.00 WORK INCURRED INJURY

19.01 Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay, during continuance of such Employee's inability to work, for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Workmen's Compensation Act shall be paid over to the Employer.

19.02 The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Employer, may reasonably require the said Employee to present such certificate from time to time.

19.03 In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgement in the Division of Workmen's Compensation or, by the final decision of the last reviewing court shall be binding upon the parties.

19.04 For the purpose of this Article, injury or illness incurred while the Employee is acting in any Employer-authorized activity, shall be considered in the line of duty.

19.05 In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workmen's Compensation Judgement, or, if there is an appeal therefrom, the final decision of the last reviewing court.

19.06 An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

20.00 BEREAVEMENT LEAVE

20.01 Absence due to the death in the immediate family of the Employee will be granted for three (3) days and shall not be charged against the Employee's vacation or sick leave.

20.02 Immediate family shall consist of and be restricted to the following: Wife, husband, children, parents, mother-in-law, father-in-law, brothers and sisters and grandparents. If a close relative of the Employee, other than those named herein dies, the Employee shall be granted the day of the funeral off provided the Employee attends the funeral. The decision of the eligibility of the relative shall rest with the Chief of Police and any reasonable proof required by the Chief shall be sufficient.

20.03 An officer shall be entitled to bereavement leave of one (1) day due to the death of a grandparent of the officer's spouse.

21.00 LEAVE OF ABSENCE

21.01 All permanent full time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed six (6) months.

21.02 The Employee shall submit in writing all facts bearing on the request to the Chief of Police or his designated representative who shall append his recommendations and forward the request to the governing body. The governing body shall consider each case on its merits and without establishing a precedent.

21.03 This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer. Normally, it shall be granted only when the Employee has used his accumulated sick and vacation leave in the case of illness or his vacation leave if leave without pay is requested for reasons other than illness.

21.04 At the expiration of such leave, the Employee shall be returned to the position from which he took leave. His positions and benefits will be as they were on the date the leave of absence was effective, unless for other good cause shown, and after due consideration by the Governing Body, it is decided that he should receive all benefits placed in such position had he not taken leave.

22.00 MEDICAL COVERAGE

22.01 The Employer will provide and pay for the existing medical coverage in effect as of the date of this Agreement or its mutually acceptable substantial equivalent.

22.02 The Borough shall provide hospitalization insurance for retired police officers, including their dependents, on the following conditions:

- (a) The Employee shall have been a regular member of the Police Department for at least twenty-five (25) years and/or disability retirement as defined by the Police and Firemen's Retirement System.**

- (b) If the Employee described in (a) shall be otherwise employed after retirement by another employer other than the Borough: The Employee shall notify the Borough of the name and address of any employer which provides hospitalization insurance coverage, and of all subsequent changes in such employment; and, if the hospitalization insurance is equal or better than that provided by the Borough, said Employee is required to notify the Borough to remove him from the hospitalization insurance group plan of the Borough.**

- (c) Employees shall retain all of their pension rights under New Jersey Law.**

23.00 INSURANCE

23.01 The Employer will continue to provide existing insurance coverage to Employees covered under this Agreement, protecting them from Civil Suits arising out of the performance of their duties included but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, violation of the right or privacy, invasion of the right of privileged occupancy and the invasion of civil rights.

24.00 **BULLETIN BOARD**

24.01 The Employer will supply one bulletin board for the use of the Association to be placed in a conspicuous location.

24.02 The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.

24.03 No matter may be posted without receiving permission of the officially designated Association representative.

24.04 Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

25.00 PERSONNEL FILES

25.01 A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police.

25.02 Any member of the Police Department may, by appointment, review his personnel file, but this appointment for review must be made through the Chief of Police or his designated representative.

25.03 Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

25.04 All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

26.00 **MILITARY LEAVE**

26.01 Military leave for Employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

27.00 PENSION

27.01 The Employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey, in accordance with the Employer's present practice and payments.

28.00 GRIEVANCE PROCEDURE

28.01 The following steps are hereby established as the personal grievance procedure to be followed by all Employees of the Borough covered by this Agreement; to provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement, the following procedures shall be used. For the purpose of this Agreement, the term 'grievance' means any complaint, difference or dispute between the Borough and any Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or of policies, agreements, and administrative decisions affecting them.

28.02 The procedure for settlement of grievances shall be as follows:

(a) **STEP ONE**

28.03 In the event that any Employee covered by this Agreement has a grievance, within four (4) working days after either the occurrence of the event, or acts which gave rise to a grievance, or the date on which the Employee knew or should have known of such event or acts, the Employee shall present his grievance to the Grievance Committee of the Police Department for its consideration. If the Grievance Committee shall determine, by majority vote, that the grievance has merit, it may submit such decision to the Chief of Police provided that such submission shall occur within thirty (30) calendar days either after the occurrence of the event or acts which gave rise to a grievance, or the date on which the employee knew or should have known of such event or acts. Such shall be in writing and shall set forth the specific issue and action requested to be taken by the Chief of Police. Within five (5) working days after such has been filed with the Chief of Police, the same shall be orally discussed between the Chief of Police, one representative of the Grievance Committee and the Employee. Thereafter, the Chief shall

communicate his decision, in writing to the Grievance Committee and the Employer within six (6) working days after the conclusion of such oral discussion. In the event the Employer does not receive satisfactory relief within said period of time, the Committee shall have the right to proceed to the next step of the grievance procedure.

(b) STEP TWO

28.04 Within three (3) working days after an unsatisfactory decision or result under Step One, the Grievance Committee may appeal such decision to the Mayor and Council. Such appeal shall be in writing and shall set forth the specific nature of the grievance, the facts relating thereto, such specific issue with which the said Committee disagrees with the decision at Step One and the action requested to be taken by the Mayor and Council. Within thirty (30) working days after the appeal has been filed with the Mayor and Council, the same shall be orally discussed between the Mayor and Council, one representative of the Grievance Committee and the Employee. Thereafter, the Mayor and Council shall communicate their decision in writing, to the said Committee and the Employee within six (6) working days after the conclusion of such oral discussion.

28.05 (A) With respect to any grievance arising from loss of actual cash or time by an Employee(s), the grievance shall be determined by the Mayor and Council prior to deduction of any such payment from the Employee(s).

(c) ARBITRATION

28.06 If no satisfactory resolution of the grievance is reached at Step Two, then within five (5) working days, the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be

borne equally by the parties.

28.07 The Arbitrator shall have no authority to add to, or subtract from, the Agreement.

28.08 It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Mayor and Council on the grievance. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission review and decision.

28.09 Any Employee covered by this Agreement may have the right to process his own grievance with his representative.

28.10 The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

28.11 Any Employee covered by this Agreement may have the right to process his own grievance with his representative.

28.12 The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding

step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

29.00 SEPARABILITY AND SAVINGS

29.01 If any provision of this Agreement or any application of this Agreement to any Employee, member or group of Employees or members is held to be invalid by operation of law, by any Court, administrative body or other tribunal of competent jurisdiction, then in such event, if the adjudication of invalidity results in an identifiable economic loss, the parties agree to reopen negotiations with respect to the economic impact of such invalid provision, consistent with the law relating to negotiations and interest arbitration as set forth in the N.J.S.A. 34:13A-3, et seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

30.00 MATERNITY LEAVES

30.01 Maternity leave not to exceed six (6) months shall be granted at the request of a female Employee.

30.02 Maternity leaves may be extended or renewed for a period not to exceed six (6) months, upon request of a female Employee.

32.00 SAFETY AND HEALTH

32.01 The Employer shall at all times maintain working conditions to insure safety for all Employees and shall provide Employees with appropriate equipment and devices toward the end.

32.00 SAFETY AND HEALTH

32.01 The Employer shall at all times maintain working conditions to insure safety for all Employees and shall provide Employees with appropriate equipment and devices toward the end.

33.00 **NO WAIVER**

33.01 Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

33.02 This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees herein are entitled by law.

34.00 UNIFORM REGULATIONS

34.01 While the parties agree that a full and complete uniform and the use thereof by the Employee has an affirmative impact upon an officer's image, it is recognized that the use of the police hat while riding in a patrol vehicle can cause inconvenience and discomfort to the Employee.

34.02 The parties, therefore, agree that an Employee may remove his uniform hat while riding in an official patrol vehicle.

35.00 **CHANGES AND MODIFICATIONS**

35.01 Any changes or modifications in the terms and conditions of employment shall be made only through negotiation with the Association.

35.02 Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established.

36.00 **FACILITIES**

36.01 All police quarters shall have adequate air-conditioning, heating and hot water and sanitary facilities.

37.00 SENIORITY

37.01 Traditional principles of seniority shall apply to Employees covered by this Agreement; such principles shall apply to lay-off, recall, transfer and any other similar acts.

38.00 POLICE VEHICLES

38.01 All police vehicles purchased hereinafter shall have AM radios and air conditioning in addition to all other equipment normally included on said vehicles.

39.00 WASHING POLICE VEHICLES

39.01 Operational police vehicles to be washed and cleaned twice a week, weather conditions permitting but same shall be performed by non-police personnel.

40.00 POLICE ACTION OFF A REGULAR TOUR

40.01 Whenever an Employee covered by this Agreement takes any police action in the State of New Jersey while he is not on his normal working hours, which action he would take were he in uniform and during his normal working hours, such Employee shall be entitled to the same rights he would have had if such action occurred during his normal duty hours, consistent with Title 40A, commonly known as Assembly Bill No. 236 of the 1978 Legislature.

42.00 **DUES CHECK-OFF**

42.01 Upon presentation to the Employer of a dues check-off card signed by individual Employees, the Employer will deduct from such Employees' salaries twice each year. (June and December of each year), the amount set forth on said dues check-off authorization card.

43.00 PERSONAL DAYS

43.01 Each Employee shall be entitled to two (2) personal days per annum. Each Employee shall not be required to advise the Department of the reason for said personal days and said personal days shall be granted except in cases of emergencies.

44.00 AGENCY SHOP

44.01 Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent Employee who does not join within thirty (30) days of initial employment within the unit, and any permanent Employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a Representative Fee to the Union by automatic payroll deduction. The Representation Fee shall be in the amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

 The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands and liabilities resulting from any suit or action brought as a result of the implementation of the agency shop, and it shall reimburse the Borough for all costs, including reasonable attorney's fees incurred in defense of the Borough. This section shall only apply provided there is neither intentional or wrongdoing on the part of the Town.

44.00 AGENCY SHOP

44.01 Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent Employee who does not join within thirty (30) days of initial employment within the unit, and any permanent Employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a Representative Fee to the Union by automatic payroll deduction. The Representation Fee shall be in the amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

 The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands and liabilities resulting from any suit or action brought as a result of the implementation of the agency shop, and it shall reimburse the Borough for all costs, including reasonable attorney's fees incurred in defense of the Borough. This section shall only apply provided there is neither intentional or wrongdoing on the part of the Town.

45.00 RESIDENCY

45.01 In the event the prevailing state of the law regarding non-mandatory residence is changed, the parties agree that such requirement shall only apply to Employees hired after the effective date of such legislation and in accordance with the applicable law.

46.00 DENTAL INSURANCE

46.01 Each Employee shall be entitled to be covered under a full family dental plan in effect as of the date of this Agreement or its mutually acceptable substantial equivalent which shall be provided by the Employer. The Employer shall pay two-thirds ($\frac{2}{3}$) of the premium of such a plan, which shall provide a benefit whereby eighty (80%) percent of the cost of treatment shall be paid by the plan. The total benefit is more particularly described in an amendment to the contract between the Borough and Bergen Municipal Employee Benefits Fund. The Employees shall be responsible for the remaining twenty (20%) percent of dental costs.

47.00 COMPENSATORY TIME

47.01 Members of the force who have accumulated over 480 hours of compensatory time shall be paid for such hours in excess of 480, with the employee having the right to defer such payment for ninety (90) days from the date of execution of this Agreement.

47.02 A member of the force shall have the right to accumulate up to one hundred (100) hours of compensatory time.

47.03 A member of the force who has accumulated more than one hundred (100) hours and less than 480 hours as of the effective date of this Agreement may continue to maintain such level of accumulated hours of compensatory time, provided however that such accumulation of additional compensatory time may not increase absent an Agreement between the Borough and the PBA.

47.04 A compensatory day may be taken by a member of the force, in the case of a five (5) member shift, and such request shall be granted provided that at least three (3) members of that shift are available to work at the time of the request.

47.05 In the case of a four (4) member shift, and notwithstanding the fact that one (1) member has been granted a vacation or other leave day, one (1) member of the shift may request and shall receive a compensatory day, notwithstanding that an overtime situation is created. Such overtime situation shall be applicable only to the use of a compensatory day on a four (4) member shift, and shall not apply to vacation or other leave days.

48.00 PRESCRIPTION PLAN

48.01 The Borough shall provide a self-insured prescription plan administered by Automative Scripts Network.