

AGREEMENT

Between

BOROUGH OF NORWOOD

and

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL 233 (NORWOOD UNIT)

January 1, 2009 through December 31, 2013

Law Office of D. John McAusland
611 Palisade Avenue
Englewood Cliffs, New Jersey 07632
(201) 871-2100

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE.....	1
ARTICLE I EXCLUSIVITY OF ASSOCIATION REPRESENTATION.....	2
ARTICLE II EXISTING LAW	3
ARTICLE III ASSOCIATION RECOGNITION.....	4
ARTICLE IV ASSOCIATION REPRESENTATIVES	5
ARTICLE V PRESERVATION OF RIGHTS	6
ARTICLE VI POLICE OFFICERS BILL OF RIGHTS.....	7
ARTICLE VII DATA FOR FUTURE BARGAINING	9
ARTICLE VIII SALARIES.....	10
ARTICLE IX WORK DAY WORK WEEK AND OVERTIME	11
ARTICLE X HOURLY RATES	13
ARTICLE XI COURT TIME AND SPECIAL MEETING.....	14
ARTICLE XII TRAINING PAY	15
ARTICLE XIII STANDBY TIME.....	16
ARTICLE XIV RECALL.....	17
ARTICLE XV PRIORITY FOR OVERTIME.....	18
ARTICLE XVI LONGEVITY	19
ARTICLE XVII CLOTHING ALLOWANCE.....	20
ARTICLE XVIII EDUCATION INCENTIVE	22

ARTICLE XIX VACATIONS.....	23
ARTICLE XX HOLIDAYS	24
ARTICLE XXI SICK LEAVE.....	25
ARTICLE XXII WORK INCURRED INJURY.....	26
ARTICLE XXIII PERSONAL LEAVE.....	28
ARTICLE XXIV BEREAVEMENT LEAVE	29
ARTICLE XXV MEDICAL COVERAGE.....	30
ARTICLE XXVI INSURANCE	32
ARTICLE XXVII BULLETIN BOARD.....	33
ARTICLE XXVIII CEREMONIAL ACTIVITIES.....	34
ARTICLE XXIX PERSONNEL FILES.....	35
ARTICLE XXX PENSION	36
ARTICLE XXXI GRIEVANCE PROCEDURE.....	37
ARTICLE XXXII SAVINGS CLAUSE.....	41
ARTICLE XXXIII OFF DUTY POLICE ACTION	42
ARTICLE XXXIV MILEAGE ALLOWANCE.....	43
ARTICLE XXXV RETURN FROM AUTHORIZED LEAVES OF ABSENCE.....	44
ARTICLE XXXVI CALENDAR.....	45
ARTICLE XXXVII NO WAIVER	46
ARTICLE XXXVIII CHANGES AND MODIFICATIONS.....	47
ARTICLE XXXIX SENIORITY.....	48
ARTICLE XL IN-SERVICE TRAINING	49

ARTICLE XLI TERMINAL LEAVE.....	51
ARTICLE XLII LIFE INSURANCE.....	53
ARTICLE XLIII TERM OF CONTRACT.....	54
APPENDIX A SALARIES.....	55
APPENDIX B LONGEVITY.....	57
APPENDIX C EDUCATIONAL INCENTIVE.....	58
APPENDIX D VACATIONS.....	59
APPENDIX E HOLIDAYS.....	60
APPENDIX F SICK LEAVE.....	61
APPENDIX G EYE EXAMINATIONS.....	62
APPENDIX H MATERNITY LEAVE.....	63

PREAMBLE

THIS AGREEMENT, made this 22nd day of June, 2011, by and between the **BOROUGH OF NORWOOD**, a body politic and corporation of the State of New Jersey, hereinafter referred to as 'The Employer; and the **POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 233 (Norwood Unit)**, hereinafter referred to as "the Association";

WHEREAS, the Employer and the PBA 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:

ARTICLE I

EXCLUSIVITY OF ASSOCIATION REPRESENTATION

The Employer agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized Association (PBA Local 233, Norwood Unit) with regard to categories of personnel covered by said memorandum of agreement during the term of this Agreement.

ARTICLE II

EXISTING LAW

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.

ARTICLE III

ASSOCIATION RECOGNITION

The Employer recognizes PBA Local 233 (Norwood Unit) as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all full-time regular police officers employed by the Employers Police Department except those Employees specifically excluded herein. This Agreement shall apply to all police officers of all ranks except the Chief of Police and Captain.

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

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. Whenever the contract shall refer to the Chief of Police, the parties agree that the said term shall apply to the Chief of Police or his designee.

ARTICLE IV

ASSOCIATION REPRESENTATIVES

The Employer recognizes the right of the Association to designate one (1) representative and one (1) alternate for enforcement of this Agreement.

The Association shall furnish the Employer, in writing, the names of the representative and the alternate and notify the Employer of any change.

The authority of the representatives or alternate, so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

A. The investigation and presentation of grievances in accordance with the provisions on the collective bargaining agreement.

B. The transmission of such messages and information which shall originate with, and are authorized by, the Association or its officers.

The designated Association representative and alternate shall, be granted reasonable time with pay during working hours to investigate and seek to settle grievances and to attend all meetings and conferences on collective negotiations with Employer officials.

ARTICLE V

PRESERVATION OF RIGHTS

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

ARTICLE VI

POLICE OFFICERS BILL OF RIGHTS

In an effort to insure that 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 event reassignment of the member of the force should be employed. If any time is lost, the member of the force shall be compensated.

B. The interrogation 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 the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.

D. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

E. The member of the force 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 answer questions.

F. The complete interrogation of the member of the force shall be recorded mechanically or by a department stenographer. There will be no "off-the-record questions." All recesses called during the questioning shall be recorded.

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

H. In all cases and at every stage of the proceedings, in the interest of maintaining the usual high morals of the force, the Department shall afford an opportunity for a member of the force: if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force.

I. Under no circumstances shall the Employer offer or direct the taking of a polygraph or voice print examination for any Employee covered by this Agreement.

ARTICLE VII

DATA FOR FUTURE BARGAINING

The Employer and the PBA agree to make available to each other all relevant data as may be required to bargain collectively, exclusive of work produce and confidential information. In the event costs are incurred, the requesting party shall reimburse the providing party for such costs.

ARTICLE VIII

SALARIES

The base annual salaries of all Employees covered by the Agreement shall be set forth in **Appendix A**.

The base annual salary for the period covered by this Agreement shall, along with all other economic items, be deemed to be retroactive to the dates specified in Appendix A and any monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

ARTICLE IX

WORK DAY. WORK WEEK AND OVERTIME

The normal work day tour shall be twelve (12) consecutive hours in a twenty-four (24) hour period which shall include within the twelve (12) hour span appropriate meal and rest periods pursuant to prior practice, and shall also include warm up time and additional time required to complete ordinary reports at the end of a tour of duty, all pursuant to past practice. There shall be a minimum of twelve hours (12) hours between consecutive normal work day tours, except in emergency situations, during the 12 hour schedule.

Notwithstanding the foregoing, the Chief of Police may establish a tour consisting of eight (8) consecutive hours in a twenty-four (24) hour period which shall include within the eight (8) hour span appropriate meal and rest periods pursuant to prior practice, and shall also include warm up time and additional time required to complete ordinary reports at the end of a tour of duty, all pursuant to past practice. There shall be a minimum of sixteen (16) hours between consecutive normal work day tours, except in emergency situations, during the 8 hour schedule.

Or

The Chief of Police may establish a tour consisting of ten (10) consecutive hours in a twenty-four (24) hour period which shall include within the ten (10) hour span appropriate meal and rest periods pursuant to prior practice, and shall also include warm up time and additional time required to complete ordinary reports at the end of a tour of duty, all pursuant to past practice. There shall be a minimum of

fourteen hours (14) hours between consecutive normal work day tours, except in emergency situations, during the 10 hour schedule.

Or

The Chief of Police may establish a tour consisting of be eight hours and thirty minutes (8.5) consecutive hours in a twenty-four (24) hour period which shall include within the eight hours and thirty minutes (8.5) hour span appropriate meal and rest periods pursuant to prior practice, and shall also include warm up time and additional time required to complete ordinary reports at the end of a tour of duty, all pursuant to past practice. There shall be a minimum of fifteen hours and thirty minutes (15.5) hours between consecutive normal work day tours, except in emergency situations, during the 8.5 hour schedule.

The Chief of Police may utilize any one of the forgoing schedules or any combination of these schedules. Police officers shall be assigned to one of the schedules chosen by the Chief of Police and shall not thereafter be changed during a calendar year unless the schedule change is as a result of a reassignment of duties or promotion. All time expressed in days in this agreement shall be based upon 8 hour days and shall be converted based upon the number of hours to the appropriate schedule provided that at least one full day shall be granted regardless of schedule.

Work in excess of the Employee's basic work week or tour for a day is overtime.

Overtime shall be paid as paid overtime compensation (time and one-half), or time off at the time and one-half rate, pursuant to past practice.

ARTICLE X

HOURLY RATE

To compute the base hourly rate of an Employee for overtime or other purposes, the Employee's yearly base salary and his annual longevity payment shall be added together, then divided by two thousand eighty (2080) hours.

ARTICLE XI

COURT TIME AND SPECIAL MEETING

A. Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other courts or administrative bodies, or municipal or county meetings.

B. All Court time and appearances under this Article shall be compensated as paid overtime at the respective officers overtime rate with a minimum compensation of two (2) hours of overtime pay for each appearance.

C. Employees required to attend meetings for special duties assigned by the Chief of Police shall receive the sum of Fifty (\$50.00) Dollars per meeting as additional compensation therefor.

ARTICLE XII
TRAINING PAY

Attendance at approved training courses shall be considered as time working.

ARTICLE XIII

STANDBY TIME

Each Employee shall be entitled to payment of Fifteen (\$15.00) Dollars when required to stand by during any eight (8) hour period.

ARTICLE XIV

RECALL

Any Employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half (1-112) the straight time hourly rate of pay, or time off with a minimum guarantee of two (2) hours.

ARTICLE XV

PRIORITY FOR OVERTIME

Overtime for regularly scheduled shifts will be offered to regular full-time Employees of the Department first, in an order of preference based upon a rotating seniority roster, unless a situation because of special circumstances dictates the use of a certain Employee. The bypassed Employee shall then become next on the list for the purposes of the overtime roster.

The purpose of this section is to equalize overtime among Employees as best as is feasible and same shall not be defeated by the Employer's selection of special persons for details as set forth herein.

Such overtime will be offered to persons other than full-time Employees only if it has first been refused by each member on the seniority roster aforementioned.

ARTICLE XVI

LONGEVITY

In addition to all wages and other benefits, each Employee covered by this Agreement shall be entitled to a longevity payment as set forth in Appendix B. Employees hired after June 22, 2011 shall not be eligible for longevity payments while holding the rank of police officer. If Employees hired after June 22, 2011 are promoted to the rank of Sergeant and/or Lieutenant, those Employees shall be entitled to receive the base salary shown on Appendix A for that rank plus longevity as shown on Appendix B based upon the Employee's total service time with the Borough to a maximum of 6.5% for twenty (20) or more years service.

The said payments for longevity shall be paid on and included with the regular pay periods.

ARTICLE XVII

CLOTHING ALLOWANCE

The Employer will pay each Employee a during the term of this Agreement the sum of Six Hundred (\$600.00) Dollars per year as a clothing and maintenance allowance which will be paid to the Employee in two (2) even installments per year. No vouchers shall be required.

The payment shall be made to plainclothes as well as uniformed Employees.

If the Employer decides to change the uniform or any part thereof, it shall provide to each Employee, free of charge, any such changed items. Said change by the Employer shall not diminish the allowance set forth in this Agreement.

Any damage to uniform or equipment while in the performance of duty shall be replaced at the expense of the Employer and will not diminish the allowance set forth in this Agreement. provided such damage was not caused by the negligence of the Employee.

It is agreed by and between the Employer and the Employee that, in the interest of safety, each police officer shall be permitted to select at his discretion a service revolver holster with which he feels most comfortable and safe. It is further agreed that such holster shall in all events be of basket weave design and black in color, and will be purchased by each officer from his clothing allowance. In no event shall the purchase of such service revolver holster result in additional cost to the Borough.

The Employer agrees to supply “Aids personal protection Kits” for all vehicles and headquarters and to continue to agree to make same available to all employees.

ARTICLE XVIII

EDUCATION INCENTIVE

In addition to all other wages and benefits provided in this agreement, each Employee shall be entitled to an additional payment for college credits obtained towards a degree at an accredited institution of higher learning, pursuant to present practice. Proof of semester hours successfully completed must be presented to the Employer and the Chief of Police through official college records. Benefits provided as set forth in Appendix C. The educational incentive shall not apply to any Employees hired after January 1, 1999. Payment for educational incentive entitlements shall be added to base salary for those persons who qualify.

ARTICLE XIX

VACATIONS

The vacation allowance shall be as set forth in this Agreement in Appendix D.

When in any calendar year the vacation or any part thereof is not granted by reason of pressure of police activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year.

If any Employee is on vacation and becomes sufficiently ill so as to require hospitalization, he may have such period of illness and post-hospital recuperation period charged against sick leave, at his option, upon proof of his illness with a physician's certificate.

No Employee who is on vacation shall be recalled, except in case of an emergency called by the Chief of Police or by agreement of the Employee.

Vacation may be taken in four (4) hour segments at the Chiefs sole discretion.

Vacation shall be selected on a rotating seniority basis which shall be established by the Department. Once an Employee selects his vacation, then the next senior man shall make his selection, and so on. Request for vacation time must be submitted by April 1 for summertime vacation for seniority to prevail. After April 1, it will be based on first requests granted first and so on. The date for submission of Summer time vacation requests shall be April 1st of each year.

ARTICLE XX

HOLIDAYS

All Employees covered by this Agreement shall be entitled to and will receive thirteen (13) paid holidays per year. If a holiday is used for a day off by the Employee, the amount of pay for that day will be deducted from the Employee's payment.

Payment for said holidays shall be made with two (2) payments, one payment on July 1 and one payment on December 1. Where there is a partial year of employment, holidays shall be prorated.

Holidays are set forth in Appendix E.

Effective January 1, 2011, the amounts earned as holiday pay will be included in base salary and utilized for all calculations including reporting to the pension system. The base salary tables set forth in Appendix A are inclusive of holiday pay as of that date. Effective as of that date, Employees will no longer be permitted to use holidays as days off.

ARTICLE XXI

SICK LEAVE

All Employees covered by this Agreement shall be granted sick leave with pay as set forth in Appendix F.

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

To qualify for payment while absent on sick leave, each Employee who will be absent from duty on sick leave shall notify the Chief of Police or the officer in charge at least one (1) hour before the commencement of his scheduled tour of duty. Said notice shall state the nature of the cause of the absence from duty. An Employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

The Employer may require the Employee to be examined by the Borough's police physician at no cost to the Employee.

Where the Employer requires a physician's note, then the Employer shall provide the complete costs for the obtaining of any such note. In the event the Employer seeks an examination by its own physician, then said examination shall be done while the Employee is on duty. If the Employee is directed to go to the Employer's physician while he is off duty, then it shall be deemed a recall and appropriate compensation shall be made at the overtime rate.

ARTICLE XXII

WORK INCURRED INJURY

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

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

In the event the Employee contends that he is entitled to a period of temporary 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 judgment in the Division of Workers' Compensation or by the final decision of the last reviewing court, which shall be binding upon the parties.

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.

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 Workers' Compensation judgment or, if there is an appeal therefrom, the final decision of the last reviewing court.

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.

ARTICLE XXIII

PERSONAL LEAVE

Each Employee shall have three (3) personal leave days per year. For the purposes of this clause, an Employee shall not be required to advise his superior of the reason for the personal leave days.

Employees must give the Chief of Police reasonable notice of their intention to take a personal day and must receive approval for the Chief to insure that the Employer has adequate personnel on hand to perform all necessary functions.

A denial of an application for personal time under this section by the Chief shall only be made for a sufficient cause.

In the event of a denial of a personal day and such personal day is not utilized within the calendar year, the Employee shall be required to use the denied day during the month of January of the following year.

ARTICLE XXIV

BEREAVEMENT LEAVE

All permanent full-time Employees covered by this Agreement shall be entitled to three (3) consecutive working days' funeral leave with pay upon the death of a member of his immediate family. One day of the leave must be either the day of death or the day of the funeral.

Immediate family shall include spouse, children, parents, brothers, sisters, and grandparents of the Employee or spouse.

Such funeral leave shall not be charged against the Employee's vacation or sick leave.

Any extension of absence under this Article, however, may, at the Employee's option and with the consent of the Chief of Police, be charged against available vacation time or be taken without pay for a reasonable period.

In the case of unusual circumstances not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Chief of Police.

ARTICLE XXV

MEDICAL COVERAGE

The Employer will continue to provide and pay for existing State Health Benefits Medical and Dental Insurance for Employees covered by the Agreement and their families.

Except as set forth in this paragraph, all increases in premiums during the term of this Agreement shall be borne by the Employer entirely. Effective May 21, 2010, or as soon thereafter as the Borough may effectuate this paragraph, the Borough may deduct one and one-half percent (1.5%) of Employee's pensionable salary as that amount is calculated for the purpose reporting to the New Jersey Police and Fireman's Retirement System (PFRS) towards the cost of providing health benefits. Employees shall not be required to contribute more than the amount set forth in this article during the term of this Agreement. Effective at the conclusion of this Agreement, all employees shall contribute to benefits pursuant to applicable state law. The Employer shall provide a compliant Section 125 payroll deduction plan to ensure that this contribution is tax deductible to the extent permitted by applicable federal and state law.

It is the intention of the Employer and the Employee to seek improved Medical, Hospital, Dental and Prescription Plans, subject to the cost thereof. The parties agree to utilize their best efforts to obtain the best possible plans or parts thereof at fair and reasonable costs;

The Employer shall provide Employees covered by this Agreement with an Eye care Plan. The details of said plan shall be set forth in Appendix G.

Effective June 22, 2011, the Borough will permit existing employees to carry health benefits coverage into retirement. Subject to this paragraph, such coverage will be at Borough expense less any applicable benefit sharing mandated by law. Employees retiring with 25 years of service with the Borough will be responsible to pay 25% of the expense incurred and paid by the Borough plus any applicable benefit sharing mandated by law. Employees serving 30 or more years shall only be responsible to pay any applicable benefits sharing mandated by law. In accordance with Borough Res. 05:207 and the addendum thereto. Medicare reimbursement, surviving spouse and dependent coverage will not be provided. New hires after June 22, 2011 shall not be eligible for this benefit.

ARTICLE XXVI

INSURANCE

The Employer will indemnify Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties, including, but not limited to, the following: false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right or privileged occupancy, first aid services given on or off duty, and the invasion of civil rights.

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

ARTICLE XXVII

BULLETIN BOARD

The Employer will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and its membership.

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

ARTICLE XXVIII

CEREMONIAL ACTIVITIES

In the event a police officer in another Department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two (2) uniformed police officers of the Department to participate in funeral services for the said deceased officer.

Subject to the availability of same, and with the Chiefs approval, the Employer will permit a Department police vehicle to be utilized by the members in the funeral service.

Police officers participating in such funeral service shall not, be entitled to any compensation during the time in which they are participating in said funeral services unless otherwise agreed to by the Chief of Police. This Agreement shall also cover the attendance of a funeral of a police officer in another state.

ARTICLE XXIX

PERSONNEL FILES

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.

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.

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; 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.

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

ARTICLE XXX

PENSION

The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to the provisions of the statutes and laws of the State of New Jersey.

It is agreed that in the event the parties have a dispute as to whether a payment should or should not be made to the appropriate Police Retirement Fund then, and in that event, resolution of the said dispute shall be made by the appropriate fund and the parties to the Agreement agree to be bound thereby.

ARTICLE XXXI

GRIEVANCE PROCEDURE

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

For the purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or of any applicable rule or regulation governing working conditions or any matter affecting or impacting upon an Employee's safety.

The procedure for settlement of grievances shall be as follows:

STEP ONE

In the event that any Employee covered by this Agreement has a grievance, within ten (10) working days of the occurrence of the event being grieved, the Employee shall discuss it informally with his immediate supervisor. The supervisor shall decide the grievance within ten (10) working days after the grievance is first presented to him.

STEP TWO

If no satisfactory resolution of the grievance is reached at **STEP ONE**, then within ten (10) working days, the grievance shall be presented in writing to the Captain in charge of the unit to which the grievant is assigned.

The Captain shall render a decision within ten (10) days after the grievance is presented to him.

STEP THREE

If no satisfactory resolution of the grievance is reached at **STEP TWO** then, within ten (10) working days, the grievance shall be presented to the Chief of Police in writing. The Chief shall render a decision within ten (10) working days after the grievance is first presented to him. In the absence of the Chief, the grievance shall be presented to the Captain in charge of the Department for determination.

STEP FOUR

If the Association wishes to appeal the decision of the Chief of Police (or the Captain in charge if the Chief is absent), it shall be presented in writing to the Employer's governing body or its delegated representative, within twenty (20) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Employer's governing body or its delegated representative may give the Association the opportunity to be heard and will give his decision in writing within twenty (20) working days of the receipt of the written grievance.

ARBITRATION

1. If no satisfactory resolution of the grievance is reached at **STEP FOUR** then, within twenty (20) 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 both parties.

2. The Arbitrator shall have no authority to add to or subtract from the Agreement.
3. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Employer's governing body or its representatives 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 the Civil Service Commission of the State of New Jersey which 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 review and decision.
4. No Employee covered by this Agreement may have the right to process his own grievance without a representative.
5. 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.

ARTICLE XXXII

SAVINGS CLAUSE

It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby.

If any such provisions are so invalid, the Employer and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXXIII

OFF-DUTY POLICE ACTION

Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following: Any action taken by a member of the force on his off-duty time in the State of New Jersey, which would have been taken by an officer on active duty if present or available, shall be considered as police action, and the Employee shall have all rights and benefits concerning such action as if he were on active duty. Recognizing that the Employer and its residents benefit from the additional protection afforded them by off-duty police officers, and further recognizing the weighty responsibility and hazards confronting each off-duty police officer, the Employer agrees to pay such Employees an additional sum to be added to the regular periodic payments the Employees receive in the following amount: One (\$1.00) Dollar per year.

Employees covered by this Agreement are recognized to have full power of arrest for any crime committed 'in said officer's presence and committed anywhere within the territorial limits of the State of New Jersey.

Whenever any municipal police officer has been conferred with statewide police powers and is acting under lawful authority beyond the territorial limit! of his employing municipality, said police officer shall have all of the immunities from tort liability and shall have all of the pension, relief, disability, workers' compensation, insurance, and other benefits enjoyed while performing duties within said employing municipality. (Statutory reference N.J.S.A 40A: 14-152.1 and 152.2).

ARTICLE XXXIV

MILEAGE ALLOWANCE

Whenever an Employee shall be required to use his personal vehicle because a Borough vehicle is not available in any job connected capacity, he shall be entitled to an allowance of Twenty (\$.20) cents per mile.

ARTICLE XXXV

RETURN FROM AUTHORIZED LEAVES OF ABSENCE

An employee may request to take a leave of absence without pay for a period of time. The employee shall submit in writing all facts bearing on the requests to the Police Department and forward the request to the Mayor and Council. The Mayor and Council shall consider each case on its merits and without establishing a precedent.

Employees returning from authorized leaves of absence without pay, as set forth in this agreement, shall be restored to their original classification at the appropriate rate of pay with no loss of seniority or other Employee rights, privileges or benefits provided, however, that sick leave and longevity credits shall not accrue, with the exception of those on military leave.

ARTICLE XXXVI

CALENDAR

Except as otherwise modified by this Agreement, the present calendar shall remain in full force and effect.

The calendar showing schedule rotations and assignments shall be posted, at a conspicuous location and available for review, pursuant to present practice.

Vacations are selected pursuant to the Agreement and shall be fully shown and included upon the posting of the calendar as set forth in this Article.

ARTICLE XXXVII

NO WAIVER

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

ARTICLE XXXVIII

CHANGES AND MODIFICATIONS

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

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

ARTICLE XXXIX

SENIORITY

Traditional principles of seniority shall apply to Employees covered by this Agreement except where circumstances require the particular skill of an officer. Such principles shall apply to lay-off, recall, transfer and any other similar acts. An Employee's length of service shall not be reduced by time lost due to an absence from his employment for bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the police surgeon, if any, or any physician mutually acceptable to the parties.

The governing body of the municipality, if it shall deem necessary for reasons of economy, may decrease the number of members and officers of the Police Department or force or their grades or ranks. In case of demotion from the higher ranks, the officers or members to be so demoted shall be in the inverse order of their appointment. When the service of members or officers is terminated, such termination shall be in the inverse order of their appointment. Any member or officer who is demoted or whose service is terminated by reason of such decrease shall be placed on a special employment list and, in the case of termination of service and new appointment, prior consideration shall be given to the persons on said special employment list. (Statutory reference N.J.S.A. 40A: 14-143).

ARTICLE XL

IN-SERVICE TRAINING

Each member of the Department with two (2) or more years of service will be scheduled to attend at least one (1) in-service training course of his choice during the calendar year.

Each member of the Department attending school pursuant to Section 1 above shall be reimbursed for expenses at the rate of Fourteen (\$14.00) Dollars per day,

The Employer agrees to grant the necessary time off, without loss of pay, to those members of the PBA selected by the members of the PBA as delegates to attend any state or national convention of the New Jersey PBA. Members of the PBA bargaining unit shall not lose time or pay while attending collective bargaining sessions while on duty and when sessions have been mutually agreed upon between the parties.

In the interest of public safety, it is the intention of the Employer and the Employee to cooperate in seeking the construction of a firearms training range. The parties agree to utilize their best efforts to obtain a site and insurance coverage for such firearms training range at the most reasonable cost therefor.

Off Duty Attendance For Firearm Qualifications - Off duty attendance shall be compensated at the employee's option of 'Time Off at the time and one-half rate or paid overtime at a maximum of three (3) hours per session. A combination of both methods shall be acceptable for those who spend more than three (3) hours at the range. If future changes in the mandated firearms qualification process require more than three (3) hours for completion, then off duty attendance shall be compensated for the full amount.

ARTICLE XLI

TERMINAL LEAVE

A. For the purposes of terminal leave only, Employees shall accumulate sick leave pursuant to the existing Borough Ordinance (twelve (12) days per annum).

B. Notwithstanding the unlimited sick leave provision of this Agreement, such accumulated sick days shall be diminished to the extent that the Employee uses said days during his tenure. Upon retirement, Employees shall be paid for all such unused sick days at their rate of pay existing at retirement.

C. Employees who already have accumulated sick days pursuant to the prior Borough Ordinance and/or prior agreement with the Borough shall retain such sick days in their bank for the purposes of this Article.

D. Employees hired after 1/1/99 shall be compensated on an annual basis for unused sick days up to 12 per year. Employees shall be compensated for said days at the current daily rate and payment shall be made in January of the subsequent year. Employees hired before 1/1/99 shall have the option of receiving payment for unused sick days on an annual basis at the current daily rate or they may continue to add unused days to their career terminal leave banks for retirement purposes.

E. Employees who have a terminal leave payout due that is equal to or less than one-half years total salary may choose to receive that payout in one lump

sum (or "Time"). Any employee who's terminal leave payout exceeds one-half years total salary shall have the option of receiving the total amount due in "Time" or in equal installments of one-third over a three year period in cash payments.

ARTICLE XLII

LIFE INSURANCE

The Employer will provide, at its own cost and expense and without cost to the Employee, a life insurance policy in the face amount of Four Thousand (\$4,000.00) Dollars per Employee, with a double indemnity provision.

It is the intention of the Employer and the Employee that the Borough will continue to seek an appropriate life insurance plan in the minimum of one-half (1/2) of one year's salary, based upon the highest salary payable to a Patrolman, and further that the Borough will continue to seek a savings plan for any and all retirement costs. The form and cost of such plan or plans, if utilized, shall be wholly within the discretion of the Employer.

ARTICLE XLIII

TERM OF CONTRACT

This contract shall be effective from January 1, 2009 through December 31, 2013.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals the day and year first above written.


FORTHE BOROUGH OFNORWOOD

FOR NORWOOD PBA LOCAL 233


James P. Barsa, Mayor


Bryan Paul

ATTEST:


Lorraine L. McMackin, Borough Clerk


Carol Donovan

APPENDIX A

SALARIES

A. Salaries for Employees hired on or before June 22, 2011:

PATROLMAN	Eff. 1/1/09	Eff. 1/1/10	Eff. 1/1/11	Eff. 1/1/12	Eff. 1/1/13
FIRST YEAR	\$23,071	\$23,532	\$24,709	\$25,079	\$25,456
SECOND YEAR	\$42,510	\$43,360	\$45,528	\$46,211	\$46,904
THIRD YEAR	\$55,793	\$56,909	\$59,754	\$60,650	\$61,560
FOURTH YEAR	\$71,243	\$72,667	\$76,301	\$77,445	\$78,607
FIFTH YEAR	\$76,602	\$78,134	\$82,041	\$83,272	\$84,521
SIXTH YEAR	\$102,729	\$104,783	\$110,022	\$111,673	\$113,348
SERGEANT	\$107,461	\$109,610	\$115,091	\$116,817	\$118,569
LIEUTENANT	\$116,726	\$119,060	\$125,014	\$126,889	\$128,792

B. Salaries for Employees hired after June 22, 2011:

PATROLMAN	Eff. 1/1/09	Eff. 1/1/10	Eff. 1/1/11	Eff. 1/1/12	Eff. 1/1/13
FIRST YEAR	\$23,071	\$23,532	\$24,709	\$25,079	\$25,456
SECOND YEAR	\$30,312	\$30,919	\$32,465	\$32,951	\$33,446
THIRD YEAR	\$37,554	\$38,305	\$40,220	\$40,824	\$41,436
FOURTH YEAR	\$44,796	\$45,691	\$47,976	\$48,696	\$49,426
FIFTH YEAR	\$52,037	\$53,078	\$55,732	\$56,568	\$57,416
SIXTH YEAR	\$59,279	\$60,464	\$63,488	\$64,440	\$65,407
SEVENTH YEAR	\$66,520	\$67,851	\$71,243	\$72,312	\$73,397
EIGHTH YEAR	\$73,762	\$75,237	\$78,999	\$80,184	\$81,387
NINTH YEAR	\$81,004	\$82,624	\$86,755	\$88,056	\$89,377
TENTH YEAR	\$88,245	\$90,010	\$94,511	\$95,928	\$97,367
ELEVENTH YEAR	\$95,487	\$97,397	\$102,267	\$103,801	\$105,358
TWELFTH YEAR	\$102,729	\$104,783	\$110,022	\$111,673	\$113,348
THIRTEENTH YEAR	\$103,563	\$105,635	\$110,916	\$112,580	\$114,269
FOURTEENTH YEAR	\$104,398	\$106,486	\$111,810	\$113,487	\$115,190
FIFTEENTH YEAR	\$105,233	\$107,337	\$112,704	\$114,395	\$116,111
SIXTEENTH YEAR	\$106,067	\$108,189	\$113,598	\$115,302	\$117,032

SEVENTEENTH YEAR	\$106,902	\$109,040	\$114,492	\$116,209	\$117,952
EIGHTEENTH YEAR	\$107,737	\$109,891	\$115,386	\$117,117	\$118,873
NINETEENTH YEAR	\$108,571	\$110,743	\$116,280	\$118,024	\$119,794
TWENTIETH YEAR	\$109,406	\$111,594	\$117,174	\$118,931	\$120,715

Any member of the Borough Police Department assigned to the Detective Bureau shall in addition to other compensation provided hereunder, receive an additional Two Hundred (200.00) Dollars per annum and receive, but not limited to, time and one-half(1 1/2) for overtime.

APPENDIX B

LONGEVITY

After Five (5) Years of Service	2.0% per annum
After Ten (10) Years of Service	3.5% per annum
After Fifteen (15) Years of Service	5.0% per annum
After Twenty (20) Years of Service	6.5% per annum
After Twenty-Four (24) Years of Service	8.0% per annum

Longevity for Employees hired after June 22, 2011 shall be eliminated except that, if the Employee is promoted to Sergeant and/or Lieutenant, the Employee shall receive longevity pursuant to the following chart based upon the Employee's total service time with the Borough to a maximum of 6.5% per annum after twenty (20) years of service:

After Twelve (12) years of service	0.7% per annum
After Thirteen (13) years of service	1.4% per annum
After Fourteen (14) years of service	2.2% per annum
After Fifteen (15) years of service	2.9% per annum
After Sixteen (16) years of service	3.6% per annum
After Seventeen (17) years of service	4.3% per annum
After Eighteen (18) years of service	5.1% per annum
After Nineteen (19) years of service	5.8% per annum
After Twenty (20) years of service	6.5% per annum

APPENDIX C

EDUCATIONAL INCENTIVE

Twenty (\$20.00) Dollars per credit per annum for up to sixty (60) credits maximum.

APPENDIX D

VACATIONS

One to Five Years of Service	11 working days
Six to Ten Years of Service	16 working days
Eleven to Sixteen Years of Service	21 working days
Seventeen to Nineteen Years of Service	24 working days
Twenty Years of Service On	26 working days
Lieutenant	30 working days

APPENDIX E

HOLIDAYS

Annual holidays are as follows:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's 'Day	Columbus Day
Presidents' Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
	Christmas Day

APPENDIX F

SICK LEAVE

A. Unlimited sick leave with medical certificate after seven (7) consecutive days of absence.

If no sick leave is taken, or only a part thereof, during a year, one (1) day a month shall then be accumulated which may be used towards retirement for up to one (1) year at the Employee's option.

B. All persons hired after January 1, 1986 shall receive a maximum terminal leave benefit of one hundred thirty (130) working days.

C. The terminal leave benefit may, at the retiring Employee's sole election, be calculated in a lump sum. Said amount of money shall be paid, at the retiring Employee's option, over a period not to exceed eighteen (18) months in not more than three (3) payments.

APPENDIX G

EYE EXAMINATIONS

The Borough will reimburse employees covered under this Agreement up to a maximum of One Hundred Fifty (\$150.00) Dollars per year for eye examinations and the purchase of eye glasses.

APPENDIX H

MATERNITY LEAVE

An Employee who satisfies the eligibility requirements for unpaid family leave (FLA) under State law and/or unpaid Family and Medical Leave (FMLA) under Federal law shall be entitled to use FLA leave or FMLA leave for the birth of the Employee's child or the placement for adoption of a child with the Employee. Leave under the FLA and/or FMLA shall be administered in accordance with State and Federal law.

An Employee may, at the Employee's option, use unpaid leave for FLA leave. However, the Employer may unilaterally designate an Employee's paid leave as FMLA leave if the Employee provides information to the Employer indicating an entitlement to FMLA leave. The Employer shall notify the Employee that the paid leave has been designated as FMLA leave within two (2) working days of the time the Employee gives notice of the need for leave, and before the Employee commences the leave, unless the Employer does not have sufficient information within that time to make a determination.

Leave without pay under FLA and/or FMLA shall not be deducted from seniority for layoff purposes. For all other purposes, leave without pay under FLA and/or FMLA shall be treated the same as other leaves without pay.