

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE SHREWSBURY BOROUGH P.B.A. LOCAL #308

AND

THE BOROUGH OF SHREWSBURY

EFFECTIVE JANUARY 1, 2010 through DECEMBER 31, 2012

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Signatures

PREAMBLE

This AGREEMENT made this _____ day of _____, 2010 by and between the Borough of Shrewsbury, Monmouth County, New Jersey, as municipal corporation of the State of New Jersey (hereinafter referred to as the “Borough”) and the Shrewsbury Borough P.B.A. Local 308, (hereinafter referred to as the “Association”), represents the complete and final understanding of all bargainable issues between the Borough and the Association.

ARTICLE I

RECOGNITION

- A. The Borough recognizes the Association for the purpose of collective negotiations as the exclusive representative of all probationary and regular full time police officers of the police department of the Borough of Shrewsbury with the exception of the Chief of Police.

- B. This Agreement shall be binding upon the parties hereto and shall remain in full force and effect until a successor agreement is finalized.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

- A. Collective bargaining with respect to rates of pay, hours of work or other terms and conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties. The duly authorized bargaining agents shall consist of the Chairman and members of the Police Negotiating Committee of the Borough, and the President of the Association or his designee. Unless a majority of the members of both committees are present, no meeting shall take place.

- B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party. The parties, when scheduling such meeting, shall insure adequate road coverage during these sessions.

- C. Not more than two (2) members of the Association who may be designated by the Association to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments at any one time.

ARTICLE III

CONDUCTING ASSOCIATION BUSINESS

A. Grievance Committee

The Borough shall permit members of the Association Grievance Committee, consisting of two (2) patrolmen and one (1) Superior Officer to conduct the business of the committee. The Superior Officer shall be the rank of Sergeant, Lieutenant or Captain. The business of the committee shall consist of conferring with Association members and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its effectiveness.

B. Negotiating Committee

The Borough shall permit members of the Association Negotiating Committee to attend collective bargaining meetings during the duty hours of the members. However, only two (2) members of such committee at any one time shall be permitted to attend such meetings without loss of pay.

C. PBA Leave

The PBA President or his designee and State Delegate shall be released from duty without loss of pay to attend State and County PBA meetings. The PBA President or his designee and the State Delegate shall be allowed to attend the annual State PBA Mini-Convention without loss of pay and released from duty to attend. The PBA Delegate and the Alternate Delegate will be permitted to attend the PBA State Convention without loss of pay and shall be released from duty to attend.

ARTICLE IV

MANAGEMENT RIGHTS

- A. It is understood that the Borough possesses the sole and exclusive right to conduct the business of the Borough and, except as specifically and lawfully modified by this Agreement, to manage and direct the affairs of the Police Department, and to fulfill its lawful obligations.

- B. It is further understood and agreed that all powers, rights, authority, duties and responsibilities conferred upon and vested in the Borough prior to the signing of this Agreement are retained by the Borough, including, but not limited to, the power, authority and right to:
 - 1. Direct, supervise, and otherwise manage the employees to maximize efficiency, and to take all reasonable steps to improve productivity of the Police Department;
 - 2. Hire, promote, transfer and assign employees;
 - 3. Suspend, demote, discharge, or take other necessary disciplinary actions for just cause;
 - 4. Relieve employees from duty because of lack of work, or for other legitimate reasons;
 - 5. Determine the work to be performed within the unit of the employees covered by this Agreement, and
 - 6. Make reasonable rules and regulations and make modifications of existing rules and regulations, it being understood and agreed that upon timely demand by the Association any new or changed work rules which are proper subjects of negotiation shall be negotiated with the Association in advance of implementation.

- C. The exercise of the foregoing powers, rights authority, duties and responsibilities by the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms are lawful.

ARTICLE V

DISCRIMINATION AND COERCION

- A. There shall be no discrimination, interference or coercion by the Borough or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce employees into membership.
- B. Neither the Borough nor the association shall discriminate against any employee, whether or not a member of the Association, because of race, religion, color, sex, age, sexual orientation, disability, or status as a veteran or non-veteran.
- C. Neither the Borough nor the Association shall tolerate harassment in the workplace or in any work related situation. Such harassment includes, but is not limited to, unwelcome verbal or physical behavior of a sexual nature, or jokes, slurs, and/or physical behavior that relates to a person's race, color, religion, age, disability, national origin, marital status, sexual orientation, status as a veteran or non-veteran, or any other reason.
- D. The purpose of paragraphs B and C of this Article are to bring this Agreement in compliance with existing Borough policy as required by statute and regulation. Nothing therein contained is intended to, nor shall it have the effect to alter any of the rights or obligations under the grievance procedures established elsewhere in this Agreement.

ARTICLE VI

SICK LEAVE

- A. Sick leave is defined as any authorized absence from duty with full pay because of illness or accidents to the Association member not arising out of such member's course of employment. Sick leave may also be used by a member in cases of the following:
1. Illness in the member's immediate family (defined as inclusive of spouse, child, parent, sibling, in-laws and adoptive family members) which requires the member's attendance upon or in place of the ill family member;
 2. Attendance at a hospital by reason of an illness of any member of the member's immediate family, or
 3. Discovery of a contagious disease in the member's household resulting in quarantine upon the advice of an attending physician or Public Health Official.
- B. Permanent full-time employees on an annual salary shall be granted sick leave as herein before defined, with pay to which eligible, according to the following schedule:
1. During the first calendar year of employment, eight (8) hours for each full month of service.
 2. Thereafter, one hundred and twenty (120) hours for each calendar year of service.
 3. At the discretion of the Mayor and Council, sick leave may be extended for a longer period of time for a member, but shall not exceed the limits allowed by State Statute.
 4. If an employee uses none or only a portion of such allowable sick leave for any calendar year, the amount of such sick leave not taken shall accumulate to his or her credit from year to year (not to exceed one thousand four hundred and forty (1,440) hours) and such employee shall be entitled to such accumulated sick leave with pay if and when needed. Upon retirement, an employee shall receive payment for unused accumulated sick leave in an amount not to exceed \$15,000.00. The balance of the employee's accumulated sick time will be granted as terminal leave up to eight hundred and eighty (880) hours total. The employee shall be required to provide the Borough with not less than ninety (90) days written notice of his or her intention to retire. The specific terms of payment of the accumulated unused sick leave shall be agreed upon between the employee and the Borough with the understanding that the Borough due to budgeting requirements, will require sufficient notice to permit funding of the payment;
 5. The employee shall be at home during illness during the tour of duty from which he or she is absent, except for physician visits;
 6. Upon termination of employment of an employee with ten (10) or more years of service for other than retirement or disciplinary reasons, that employee shall be entitled to receive payment for not more than \$8,200.00. The balance of the employee's accumulated sick time will be granted as terminal leave up to four hundred eighty (480) hours total of accumulated unused sick leave.
- C. The Chairman of the Borough Police Committee or the Police Chief may require a certificate from

a licensed physician as proof of illness in any case where the time requested exceeds three (3) working days. An employee must promptly notify the Chief of Police or the Captain or the Shift Sergeant, or, in their absence, the Borough Police Committee Chairman, of his or her intended absence from work under this section. Notification shall be made before the employee's usual reporting time, except in such a case where, because of the emergent nature of the illness, notification cannot be made as herein set forth.

- D. Up to three (3) sick days may be converted to personal days during any calendar year.

ARTICLE VII

INJURY LEAVE

- A. An employee, upon receipt of his or her salary, shall assign to the employer all of the temporary compensation benefits as defined in the workers compensation benefits statutes to which he or she is entitled as a condition of receipt of his or her full salary during any such injury. This shall continue during the term and period of temporary compensation benefits as authorized by the workers compensation statutes of the State of New Jersey. However, any permanent or partial-permanent award made to said employee in any workers compensation action or any other court of competent jurisdiction shall be, and remain, the property of the said employee and shall not be reimbursed to the Borough.
1. An Association member shall, as soon as practicable after a physical injury has occurred, file an accident report.
 2. The provisions herein recited in the event of a physical injury to a member of the Association shall not exceed the term or period of one (1) year from the onset of said physical injury. The time wherein said member of the Association is not permitted or is unable by reason of certification by Borough physician to perform such duties as shall be directed by the Chief of Police, or his designee, resulting from the said physical injury, shall not be charged against sick leave of the said Association member.
 3. The Borough retains the right in its discretion to extend the period of payment referred to in all of the sections herein before recited, due to illness or injury, beyond the term of one (1) year if permitted by law.
 4. In the event a disagreement arises with respect to the existence of extent of a job-connected disability, such issue shall be determined by a physician agreed to by both parties to this Agreement.

ARTICLE VII

WORKING HOURS AND OVERTIME

A. Working Hours

1. The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employee services continuously throughout the seven (7) day calendar week. The standard work day shall eight (8) hours for Command Staff and non-patrol officers and twelve (12) hours for patrol division personnel
2. Any normal work schedule that includes more than two thousand eighty hours (2,080) hours in one calendar year shall include provisions for officers leave for the number of hours in excess of 2,080. Same shall be known as Kelly Time.
3. When it shall become necessary to make a change in the agreed scheduling in order to maintain departmental efficiency, then the officer whose shift has been changed will be advised by a Superior Officer of said change.

4. a. WORK SCHEDULE:

The Chief of Police, Chairman of the Borough Council Police Committee, or other individual in charge of scheduling shall be the 15th of December of each calendar year, post in Police Headquarters, in a place where notices to Officers and Patrolmen are normally posted, the Work Schedule of all Officers and Patrolmen for the following calendar year. The vacation list for a calendar year will be posted by December 15th of the preceding calendar year and approved by the Chief or his designee by February 15th of the following calendar year.

b. WORK HOURS:

- (1) Patrolmen, Officers and other police department employees shall not be required to work three different work shifts during any forty (40) hour work period. Failure to obey an order to work three different shifts within a forty (40) hour week shall not constitute insubordination or conduct unbecoming an Officer, unless an emergency situation exists, requiring the working of three different shifts during any forty (40) work hour week due to said emergency situation.
- (2) Officers shall be permitted the right to change shifts with other officers, provided that the police protection afforded the Borough is the same as if a shift change between officers had not occurred and the officer in charge is notified of said shift change.
- (3) Sergeants and Patrolmen may trade shifts duty if, and only if, the total number of shifts covered by non-superior officers shall not increase.
- (4) The department shall not change an officer's assigned shift to avoid the payment of overtime costs.

B. Overtime

1. Time worked in excess of normal scheduled shifts shall be known as “overtime”. For those officers working a twelve (12) hour shift, they shall work a 2-3, 3-2, 2-2 schedule. Members entitled to overtime pay shall be compensated monthly for such overtime at their respective, then current, hourly rate, at the time and one-half (1 ½) provided that such overtime is properly submitted by Borough voucher, and has been duly approved by that is required to work more than five (5) consecutive eight (8) hour days shall be paid at his/her time-and-one-half (1 ½) rate.

2. Whenever a member of the Department as a part of his or her duties shall be required to appear before any grand jury or any Municipal, Superior or Supreme Court proceeding, except in a civil action, the time of assignment to said court shall be considered as duty time. When such appearance occurs during a member’s assigned hours, he or she shall suffer no loss in compensation for such appearance. When such appearance occurs outside his or her assigned duty hours, he or she shall receive additional compensation at a rate equal to said member’s hourly rate at a time and one-half (1 ½). In the event an officer is called in for duty on a day off, or is called in to duty after the officer has left the Borough premises, he shall be paid a minimum of two (2) hours pay at time and one-half (1 ½), regardless of the actual hours worked. This Article shall apply to County and Municipal Courts.

3. All regular members of the Department shall continue to have the option to accumulate and retain authorized overtime which may then be used as needed to obtain time off. Commencing in 1986, this shall be time and one-half (1 1/2) off for time worked basis. This can be taken either as individual or discretionary days or in blocks of days up to and including five (5) days. These days may be used in conjunction with normal days off or regular vacation time. Requests for time off under this Section shall be submitted to and approved by the Chief of Police or his designee as per established departmental procedures may dictate. However, denials of requests shall only be made under emergency conditions.

Officers may elect to be paid for those days or blocks of days accumulated at the time and one-half (1 1/2) of their then normal hourly rate of pay by submitting a request to the Chief of Police or his designee. However, requests for payment must be submitted in the same calendar year in which the time was accumulated except for time earned after the last voucher date of the year/requests for which must be submitted by January 15 of the succeeding year, with the exception of fifty (50) hours of accumulated time which may be carried forward. This time must be used as compensatory time and will not be paid. Officers may accumulate up to fifty (50) hours of compensatory time.

4. DISTRIBUTION OF OVERTIME

- A. The assignment of overtime to cover shifts that fall below the minimum patrol compliment of two (2) officers shall be distributed fairly amongst the patrol division. A call-out process will be used that is based upon which officer is causing the overtime. If there is more than one officer causing overtime on any one shift, the junior-most officer on the squad is considered the position to be filled.

Every officer assigned to the patrol division falls into one of the following categories: Sergeant, Senior Patrolman or Junior Patrolman. All call-outs will start with the junior-

most officer in his/her respective category.

a. OVERTIME AND CALL-OUT PROCESS

- (1). When a Sergeant causes overtime, the following steps will be taken, in order, to cover the shift:
 - (a). The remaining Sergeants available will be offered the overtime, and if all refuse
 - (b). The Senior Patrolmen available will be offered the overtime, and if all refuse
 - (c). The Junior Patrolmen available will be offered the overtime, and if all refuse
 - (d) (If overtime is on a weekend), Detectives, if any, will be offered the overtime, and if all refuse
 - (e). (If overtime is on a weekend), the Lieutenants available will be offered the overtime, and if all refuse
 - (f). (If overtime is on a weekend), the Captains available will be offered the overtime, and if all refuse
 - (g). The on-call Officer will be forced to work the overtime shift.

- (2). When a Senior Patrolman causes overtime, the following steps will be taken, in order, to cover the shift:
 - (a). The remaining Senior Patrolmen available will be offered the Overtime, and if all refuse
 - (b). The Junior Patrolmen available will be offered the overtime, and if all refuse
 - (c). The Sergeants available will be offered the overtime, and if all refuse
 - (d) (If overtime is on a weekend), the detectives, if any will be offered the overtime, and if all refuse,
 - (e). (If overtime is on a weekend), the Lieutenants available will be offered the overtime, and if all refuse
 - (f). (If overtime is on a weekend), the Captains available will be offered the overtime, and if all refuse
 - (g). The on-call Officer will be forced to work the overtime shift.

- (3). When a Junior Patrolman causes overtime, the following steps will be taken, in order, to cover the shift:
 - (a). The remaining Junior Patrolmen available will be offered the overtime, and if all refuse
 - (b). The Senior Patrolmen available will be offered the overtime, and if all refuse
 - (c). The Sergeants available will be offered the overtime, and if all refuse
 - (d) (if the overtime is on a weekend), the Detectives, if any, will be offered the overtime, and if all refuse,
 - (e). (If overtime is on a weekend), the Lieutenants available will be offered the overtime, and if all refuse
 - (f). (If overtime is on a weekend), the Captains available will be offered the overtime, and if all refuse
 - (g). The on-call Officer will be forced to work the overtime shift.

- (4). The assignment of the on-call Officer will be as follows:
 - (a). On the first day that squads are off, the Junior Patrolman coming off of day shifts will be the on-call Officer.

(b). On the second day that squads are off, the Junior Patrolman coming off midnight shifts will be the on-call Officer.

(c). On the third day that squads are off, the Senior Patrolman coming off day shifts will be the on-call Officer.

(d). When any officer scheduled to be the on-call officer is on vacation, Kelly time, bereavement time or personal time on his/her last day of work or his/her next day of work (or if more than one officer is needed to cover a shift), the next junior-most available officer is to be considered on-call.

- (5) No officer shall ever be forced to cover a non-emergency shift shortage situation unless the procedure outlined herein is followed. The mere shortage of manpower shall never constitute an emergency situation
- (6) Officers shall make every possible effort to give at least four hours notice when calling out for a shift. The Officer In Charge when a sick day is called in shall be responsible for documenting the time the sick day was called in, as well as who and when each officer was contacted to fill the shift. In the event that the Officer in Charge receives "no answer" an answering machine or voicemail when attempting to fill an overtime shift, the Officer in charge must allow each officer 5 minutes to return his call and accept or refuse the overtime. Any officer who does not return a call within the five minute period is deemed to have refused the overtime. Failure to follow and document the process noted in this section shall be grounds for disciplinary action against the offending Officer In-Charge.
- (7) Any officer accepting a 12 hour overtime shift is solely responsible for that shift. The splitting of the overtime into two (2) six hour blocks is permissible provided the following procedure is used; the officer who accepted the 12 hour overtime shift must begin by contacting the junior most available off-duty officer and offering them the second six hour block. If they refuse, the overtime shall be offered to the next junior most available off duty officer, and so on until the overtime is accepted or all refuse the shift. In the event that all Officers refuse the six hour block, then the originally scheduled officer must work the entire 12 hour overtime shift. In the event that an officer accepts a six hour block of overtime and then does not show up at the agreed upon time, the originally scheduled officer must work the entire 12 hour overtime.
- (8). Except as noted in this section, no officer shall be ordered to work in excess of 12 hours in one day (or scheduled for voluntary work in excess of 16 hours in one day) unless a legal declaration of emergency is in effect. An officer may be ordered to work up to 16 total hours to complete a time-sensitive call-for-service that occurred during his/her tour of duty. Upon completion of an officer's 12-hour midnight shift, he/she shall not be forced to return to work for any detail until at least 8 hours of rest time has been granted. 'Voluntary' work shall be defined as including outside employment and unforced overtime. A "day" shall be defined as the 24hour period from midnight to midnight.

5. SCHEDULING OF IN-SERVICE TRAINING

The following procedure will be used with regards to in service training:

- a. In-service schools will be considered an 8 hour work day. Officers will have two options when assigned to a one day school;
- (1) An officer returning from an in service school can use 4 hours of Kelly time and be

considered as having worked twelve hours.

- (2) An officer can come back to work for four (4) hours after the school is completed or until they reach a twelve (12) hour work day.
- b. If a school is scheduled for more than one day, the hours worked shall be compared to the hours scheduled to be worked during those days. For example;
- (1) An officer is scheduled for a three (3) day class, but was originally scheduled to work two (2) twelve hour shifts in that time. The actual time worked is twenty four (24) hours and the scheduled time worked is twenty four (24) hours (Two 12 hr shifts). The hours are even and no time is owed by either party.
 - (2) If an officer is scheduled for a five (5) day school (40 hours) but was originally scheduled for only two (2) twelve hour shifts during that time, the officer is owed 16 hours. The officer will need to be given a day off so as not to work six consecutive days. He or she would use 12 of those hours to take off that needed day. The remaining four (4) hours would be given to the officer as overtime.
 - (3) If an officer is scheduled for a five day school (40 Hours) and was originally scheduled to work three (3) 12 hour shifts (36 hours) the officer is owed 4 hours. The officer would need a day off so as not to work 6 consecutive days and the four hours would be used to cover part of that shift. The officer can then use eight Kelly hours to take the remainder of the shift off or report back to work for 4 hours after two of the scheduled school days to make up the eight hours. The two days that the officer reports to work will be of the officer's choosing. As described earlier the officer will report back for 4 hours, or until he or she reaches a 12 hour work day.
- C. The Association agrees to cooperate with the Borough to successfully promote Police Week in the furtherance of good community relations.

The Association in continuation of promoting good community relations will have all those men who are not working the day shift and except those who are coming off of the midnight shift, participate in the Memorial Day services at Patriot's Isle.

ARTICLE IX

VACATIONS & PERSONAL DAYS

- A. Annual vacation leave with pay shall be earned and computed as of the anniversary date of the employee's appointment.
- B. Each member of the Association who has had the time of continuous employment recited in the table following, shall be entitled to working time shown as a vacation with pay at his or her regular rate of pay:

<u>Years of Service</u>	<u>Working Hours Vacation</u>
After six (6) consecutive months during Probationary year	Forty (40)
After one (1) year and through five (5) years	Eighty (80)
After five (5) and through ten (10) years	One Hundred Twenty (120)
After ten (10) and through fifteen (15) years	One Hundred Sixty (160)
After fifteen (15) and through twenty (20) years	Two Hundred (200)
After twenty (20) years	Two Hundred Forty (240)

- C. With the exception of the first annual anniversary date, vacations may be scheduled at any time within the calendar year of an annual anniversary date; that is, the vacation may be deferred until the actual anniversary date. Vacations shall be taken within the year of the entitlement except that if the first anniversary date occurs in December, the vacation to which entitled may be taken the following calendar year, but not consecutively with the vacation to which entitled for the second anniversary.
- D. In order not to hamper proper and efficient police operations, both parties agree that the vacation schedule shall be approved by the Chief of Police or his designee. However, nothing contained in this Article shall restrict any two Sergeants or any other two superior officers from being on vacation at the same time, but the selection of vacation time shall be based on seniority. Vacation days may be taken individually by any member providing it does not hinder departmental efficiency.
- E. Every member of the Association shall be entitled to five (5) personal days per year, as well as additional days provided for in Article VI, for the conduction of personal business or other personally related affairs. (These days to be known as personal days) at full pay upon three (3) days' notice in writing, with the approval of the Chief of Police or his designee, and shall only be denied due to the existence of an emergency condition. Said personal days shall be non-cumulative. When necessary, personal days may be requested and taken with less than three (3) days' notice where no overtime would be incurred.

ARTICLE X

DEATH IN FAMILY

Permanent employees shall be granted time off without loss of regular straight-time pay, or sick pay, or sick leave, not to exceed three (3) days concluding with the day after the funeral, in the event of a death in his or her family. Notice of such absence shall be given to the superior officer as soon as possible, preferably before the employee's starting time for the first day of the intended absence. For the purpose of definition of this Section, "family" shall consist of father, mother, spouse, children, brothers, sisters, grandparents, grandchildren and mother-in-law and father-in-law.

An employee may also utilize up to three (3) days of sick leave if additional time off is needed because of bereavement.

ARTICLE XII

HOLIDAYS

- A. Additional pay shall be given to all regular members upon completion of one (1) year of service, as recognition of fourteen (14) holidays. Such pay shall be in the form of “Holiday Pay” and shall be computed utilizing the member’s projected daily salary rate as of December 1, of the current year. Eligibility will be determined in the following manner.
1. After the first twelve (12) months and prior to December 31 of the current calendar year, an employee shall be entitled to compensation for the number of recognized Holidays remaining in the calendar year.
 2. Each year thereafter, an employee shall be entitled to the entire Holiday list.
- B. Should the Borough Council, because of a special holiday proclaimed by the President of the United States or the Governor of the State of New Jersey or the Borough Council close the Borough’s Offices, thereby giving time off to personnel employed there, the employees covered by this Agreement shall receive additional holiday pay for those days.
- C. Such payments shall be included in and considered part of the member’s basic salary each year for the purpose of computing taxes and payments into any retirement system, and shall be made in the same manner as is prescribed by the Mayor and Council for the payment of regular police salaries.
- D. “Holidays” are the following:
- | | |
|------------------------------------|-------------------------|
| 1. Dr. Martin Luther King Birthday | 8. Columbus Day |
| 2. Lincoln’s Birthday | 9. Veteran’s Day |
| 3. Washington’s Birthday | 10. Thanksgiving |
| 4. Good Friday | 11. Christmas |
| 5. Memorial Day | 12. New Years’ Day |
| 6. Independence Day | 13. Employee’s Birthday |
| 7. Labor Day | 14. Easter Sunday |

ARTICLE XIII

LONGEVITY

- A. All regular members, hired prior to January 1, 2007, upon completion of each five (5) years up to twenty-six (26) years of honorable service, shall receive longevity in addition to his or her normal salary as recognition of years of service and resultant added value to the Borough.

The following formula shall be used in computing an individual's longevity.

Schedule I – Existing Officers

<u>Years of Service</u>	<u>Percentage of Longevity</u>
6 – 10	4.0%
11 – 15	5.0%
16 – 20	6.0%
21 – 25	7.0%
26+	8.0%

- B. All regular members hired after January 1, 2007, upon completion of each five (5) years up to twenty-six (26) years of honorable service, shall receive longevity in addition to his or her normal salary as recognition of years of service and resultant added value to the Borough.

Schedule II – New Hires (as of January 1, 2007)

5 years	\$1000.00
10 years	\$1,500.00
15 years	\$2,000.00
20 years	\$2,500.00
25 years	\$3,000.00

- C. Such payments shall be included in and considered part of the members' basic salary each year thereafter for the purposes of computing taxes payments into the retirement system, and shall be made in the same manner as prescribed by the Mayor and Council for the payment of regular police salaries.

ARTICLE XIII

EDUCATIONAL INCENTIVE

- A. There shall be added to the base salary of each regular officer of the Police Department the sum of twenty dollars (\$20.00) per annum for each credit hour earned in accordance with the provisions herein set forth:
1. Except as set forth in Subsection 6 below, only those courses of instruction of higher learning leading to a degree or associate degree in Police Science shall qualify. All such courses shall be undertaken on the officer's own time, and not at the Borough's expense.
 2. Incentive credits shall apply only to those completed courses in which the officer has earned a grade of "C" or the equivalency, or better. It shall be the responsibility of the officer to present the Police Committee with the appropriate certification of grades obtained from the sponsoring institution for validation.
 3. The maximum number of credits for which an officer shall receive remuneration shall not exceed thirty (30) during the first year of their employment, and shall not exceed thirty (30) additional credits for each succeeding year, up to a maximum of one hundred thirty-two (132) credits per year.
 4. Certification of incentive credits shall be submitted by the officer to the Police Committee for validation in accordance with the provisions herein set forth no later than February 15th of the year in which such incentive program payment is to be made. Incentive credits shall be computed once annually and payable beginning March 1st of each succeeding year.
 5. All police officers shall be entitled to the benefits of the educational incentive program as set forth herein for courses taken prior to employment by the Borough, adhering to the maximum of thirty (30) credits per annum up to one hundred thirty-two (132) credits. In such cases, however, the officer shall submit to the Police Committee a list of such courses taken and certification of grades received from the sponsoring educational institution for verification. The Police Committee, upon evaluation and consideration, shall determine which of said courses, if any, are approved as credit courses under the terms of educational incentive program.
 6. Such payments shall be included in and considered part of the members' basic salary each year thereafter, for the purpose of computing taxes and payments into any retirement system, and shall be made in the same manner as is prescribed by the mayor and Council for the payment of regular police salaries.

ARTICLE XIV

USE OF PERSONAL VEHICLE

Whenever it is necessary for an employee to utilize his or her personal vehicle for transportation on official police business or for daily transportation to school, seminars, or other training events, that members shall be entitled to be reimbursed for that usage at the then existing rate as allowed by the Internal Revenue Service for mileage expenses for income tax purposes. The Association shall receive notice of that rate in January of each year at the same time as the schedule of vacation for the employees is noticed. Such usage must be authorized by the Chief of Police or his designee and request for payment must be submitted on the form provided and approved by the Chief of Police or his designee.

ARTICLE XV

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 give to the Department and its members involves them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning actions of the members of the force. These questions may require investigations 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.
 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 apprise the employee of the allegations should be provided. If it is known that the employee is being interrogated as a witness only, he or she should be so informed at the initial contact.
 3. 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.
 4. The employee shall not be subject to any offensive language, nor shall he or she be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
 5. If any employee is under arrest or is likely to be, that is, if he or she is a suspect or the target of a criminal investigation, he or she shall be given his or her rights pursuant to the current decisions of the United States Supreme Court.
 6. In all cases and in every state of the processing in the interest of maintaining the usual high morale of the force, the Department shall afford an opportunity for an employee, if he or she so requests, to consult with counsel and/or his or her P.B.A. representatives before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force.
 7. All complaint(s) against an officer shall be investigated in full compliance with the most recent version of the New Jersey Attorney General's Internal Affairs Policy & Procedure Guidelines. In the event that this agreement and the AG Guidelines differ, the Attorney Generals Guidelines shall prevail.
- C. Members of the Police Department shall be allowed to utilize briefcases to store and/or carry such items of equipment as facilitates the performance of their police duties. These briefcases are subject at all times, to the inspection of the Chief of Police or his designee.

ARTICLE XVI

HOSPITALIZATION AND INSURANCE

- A. 1. Each employee shall be entitled to medical and dental insurance through the existing insurance plan as provided by the Borough through the New Jersey State Health Benefits Plan, Direct10 (2010 version) and Delta Dental to its other full time employees. The coverage shall begin for each employee after two months of continuous service. The employee shall be required to complete and submit the required application and enrollment forms.
2. The insurance coverage shall include that type of coverage, i.e., single, parent/child, husband/wife, or family as the employee shall select.
3. The Borough has the right to change the insurance carrier at any time during the life of the contract as long as the level of benefits remains equal to or better than those currently provided by the 2010 version of the Direct 10 State Health Benefits Plan. If the Borough wishes to change the level of benefits, it will provide the Association with at least sixty (60) days notice of its desire to reopen the contract to renegotiate level or type of coverage.

The Borough agrees that any changes to the plan by the insurance carrier, or any other entity (including changes by the NJ State Health Benefits Program), will continue to be held to the “equal to or better than” the standard noted above.

5. The Borough shall notify the Association of any change in the administrator of the health plan.
6. The Borough shall provide group life insurance coverage for each employee after six (6) months of continuous employment in the amount of not less than \$10,000.00.
7. The Borough shall pay the premium cost of the present P.B.A. optical coverage at an expense not to exceed \$2,650.00 per year starting in the year 1996.
- B. Except as provided under paragraph E of this Article, all full time members of the Police Department, upon retirement, shall have the option of continuing membership in the Borough’s current Group Hospitalization Insurance Plan. Such participation shall be at the member’s expense and shall be continued without interruption upon said member’s retirement from the Department if he or she so elects.
- C. Every regular member shall submit to a physical examination annually. The specific tests and standards used for this examination shall be at the discretion of the physician. The Physicians Fitness-for-Duty Statement will only indicate whether he/she is “fit” or “not-fit” for duty. The cost for the examination may be submitted to employee’s health insurance company. In the event that the insurer deems the claim as a work related physical, thereby not covered, the Borough will pay the expense. In addition, each member of the Department is hereby charged with the duty of notifying the Chief of Police, or, in the case of the Chief, notifying the Police Committee Chairman, of any accident resulting in injury to him or her or any illness suffered by him or her and the nature and extent of same, and if ordered by the Chief of Police or Police Committee Chairman, such member shall submit to a physical examination by a physician designated by the Chief of Police or Police Committee Chairman for determination of his

fitness for duty. When requesting an employee's health information from a Borough-paid practitioner, the Borough shall limit the request to the minimum information necessary to accomplish the intended use of determining the employee's fitness for duty. The employee shall be given copies of all health information provided to the Borough free of charge. No employee shall ever be asked, ordered or requested to sign any medical release authorization that conflicts with this Article.

- E. Retiring police officers with a minimum of twenty-five (25) years of service in the police pension system or with a minimum of five (5) years of service and on any Police and Fire Retirement System (P.F.R.S.) disability pension shall be continued in the Borough's health/medical benefit and insurance plans as required to cover the retirees and immediate members of the family which will be limited to spouse and children ordinarily covered on a standard family plan. The cost of such medical insurance will be paid for by the Borough. If the officer receives another Primary Carrier, the Borough will be Secondary Carrier.
1. Police officer retirees who are enrolled in the Borough's medical plan, but who are employed elsewhere after being retired from the Borough's employ, must avail themselves of any comparable hospital/medical plan offered to them by the new employer and notify the Borough Clerk of this fact.
 2. Should the retiree be partially covered by a new employer for such hospitalization and insurance coverage, the Borough will then supplement the retiree's medical coverage in a manner which will provide medical coverage as is currently being enjoyed by active employees.
 3. Upon the death of a Police Officer in the line of duty, all health/medical benefits shall be continued at no cost to the employee's spouse until remarriage. This coverage shall also provide for all dependants eighteen years of age or under, or, if full time students, until such dependants reach age twenty-one.
 4. Upon death of a Police Officer while not in the line of duty, or while retired as provided under Section 5 of this article, all health and medical benefits shall be continued for a period of two (2) years for both spouse and dependants eighteen years of age or under. If the spouse remarries during the two (2) year period, such coverage shall terminate. This coverage shall also provide for all dependants, and in full time students, until such dependants reach age twenty-one. Upon the expiration of this two (2) year period, a spouse that has not remarried shall have the option of continued inclusion in the health/medical group at their own expense.
 5. The PBA and the Borough agree that any retiree or immediate family member covered under Article XVI, Section E of this agreement, upon reaching the legal age for enrollment in Medicare, shall do so, thereby making the Borough's coverage secondary. If there are any premium amounts due by the retiree for the coverage, the Borough shall make arrangements to reimburse these expenses to the retiree no greater than every 180 days. The reimbursement shall commence for any expenses incurred after June 11, 2008.
- F. The Borough may offer to employees a choice of health insurance plans that differ from that listed in the previous sections of this Article. Participation by the employee in any of these plans will be entirely at his/her discretion. The employee shall have the option to

select his/her desired plan on an annual basis. During the benefit period, the chosen coverage must remain equal or better. As an incentive for employees to choose the alternative coverage plan options, any resultant premium and other monetary saving to the Borough will be split evenly between the Borough and the employee. The employee portion shall be paid in monthly installments. Nothing in this clause limits or otherwise modifies any other section of this Article.

ARTICLE XVI

CLOTHING ISSUE AND MAINTENANCE

- A. The Borough shall provide to each member covered by this Agreement, a clothing allowance of \$1,200 per year to be used to replace or replenish worn or obsolete articles of the member's complete uniform. All payment of the aforesaid clothing allowance shall be pursuant to voucher submitted by the employee. All items of worn or obsolete uniforms may remain in the employee's possession; however, the employee shall not be permitted to dispose of the same without express permission of the Chief of Police.
- B. The Borough shall continue to provide uniform cleaning and maintenance for all members of the Police Department.
- C. In addition to the allowance provided in paragraph A. above, the Borough shall provide each employee who is assigned full time to plain clothes duties or which require the wearing of plain clothes in the carrying out of his or her duties, an additional \$150.00 per quarter for the calendar year. Those sums shall be due to the employee at the expiration of the quarter during which the employee was assigned to the qualifying duties. Such payment shall be by municipal voucher; however, the voucher shall not require a detailed itemization, but merely a statement for the additional allowance due.
- D. In the event that all or any part of the present uniform is changed by the Borough, then the cost of such changes shall be borne by the Borough.
- E. Each member of the Police Department may allocate one-half of an officer's annual clothing allowance for a gym membership.

ARTICLE XVIII

FALSE ARREST AND LIABILITY

- A. The Borough shall, at its cost and expense, provide false arrest and liability insurance to cover each and every employee of the Police Department who is a member of the P.B.A. herein referred to, and shall also include Probationary Patrolmen, during the course and performance of their duties. The said coverage shall be in the sum of not less than five hundred thousand dollars (\$500,000.00) per incident for each employee.

- B. Where a member of the Police Department is made a defendant in any suit or other legal proceeding arising out of the performance of police duty, or out of any incident arising in the line of such duty, the Borough shall provide all legal aid necessary for the defense of such suit or other legal proceeding, and in such event, the said member of the Association shall have the right to engage an attorney licensed to practice in the State of New Jersey, of his or her own choice, for the defense of such suit or other legal proceeding, and further, in the event the said member of the Association shall be found innocent of said suit or other legal proceeding as hereinafter referred to, or the same shall be dismissed, the Borough shall pay for all reasonable costs of every manner and kind whatsoever incurred by the said member of the Association as herein recited. If any disciplinary or criminal proceeding instituted by or on complaint of the Borough shall be dismissed or finally determined in favor of the member, he or she shall be reimbursed for the expense of his or her own defense.

ARTICLE XIX

PENSIONS

The Borough shall continue to make contributions as heretofore to provide pension and retirement benefits to employees covered by this Agreement under the Police and Fireman's Retirement System pursuant to provisions of the statutes and laws of the State of New Jersey.

ARTICLE XX

DISCHARGE AND SUSPENSION

- A. No employee governed by this contract shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth in Article XXI entitled "Grievance Procedure", but may not pursue matters involving suspensions, fines, removals or reduction in rank or position to arbitration. Disciplinary actions must be in conformance with N.J.S.A. 40A:14-147-151.

- B. Upon any suspension, demotion, discharge or any other appropriate disciplinary action against any employee of the Association, a copy of such charges shall be forwarded to the President of the Association within five (5) working days after any such action against said employee is taken by the employer.

- C. This Article does not apply to probationary employees.

ARTICLE XXI

GRIEVANCE PROCEDURE

- A. **Definition** A “Grievance” is a complaint about the interpretation, application, or alleged violation of policy, contract, or administrative decision affecting an employee or group of employees.
- B. **Purpose** The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting the terms and conditions of employment of employees.
- C. **Procedure**
1. **Level One** An employee with a grievance should first discuss it with his or her immediate supervisor, either directly or through the Association representative, with the objective of resolving the matter informally. If the matter being grieved is the result of action taken by the Chief of Police or the Borough Council, the first step of the procedure shall be the Chief of Police
 2. **Level Two** If the aggrieved person or group is not satisfied with the disposition of their grievance at Level One, or if no answer has been rendered within three (3) days following its presentation, it shall be reduced to writing and submitted to their immediate supervisor.
 3. **Level Three** If no satisfactory agreement is reached within five (5) days, or if no written response has been received, the grievance shall be submitted to the Chief of Police.
 4. **Level Four** If no satisfactory agreement should be reached at Level Three within ten (10) working days, the grievance may be submitted for decision to the Police Committee of the Borough Council. The Committee shall meet with the Association and discuss the grievance within ten (10) working days after requested to do so. The Committee, after meeting with the Borough Council, shall render its decision within fifteen (15) calendar days.
 5. **Level Five** Should no satisfactory settlement be reached at the Police Committee level, or should no response be received within the specified fifteen (15) days, the Association may submit the grievance to arbitration. Selection of an arbitrator shall be accompanied by utilizing the services of the New Jersey Public Employment Relations Commission (PERC) or the State Board of Mediation. The arbitrator shall not change, limit or modify this Agreement in whole or in part and the decision of the Arbitrator shall be binding. Cost of arbitration shall be borne equally.
- D. **Miscellaneous**
1. All grievances filed must show the signature of the Association’s designated Grievance Chairperson or President, except where the grievant is representing himself or herself.
 2. All decisions rendered in the grievance procedure except Level One, shall be in writing, setting forth the decision and the reason(s).
 3. All hearings and meeting in this procedure shall be confidential and not conducted in public.
 4. Any aggrieved person may be represented at all levels of the grievance procedure by him or herself, or by a representative approved by the Association. Copies of any official grievance submitted by an individual shall be forwarded by the Borough to the Association. When a grievant is not represented by the Association, the Association may be present to offer its position and safeguard the integrity of the contract on all levels of the procedure. It shall be the responsibility of the

Borough to inform the Association in writing, in the event a grievance is filed by an individual acting without Association representation. This Agreement in no way limits the right of an individual to confer with the employer on any matter of mutual concern. No such problem shall be remedied in such manner as to conflict with or modify any provision of this Agreement.

5. The grievant will have thirty (30) calendar days from the date of the event causing the grievance, or from the date the grievant should have reasonably first known of the grievance, to file a grievance at Level One or the grievance shall be invalid.
6. Grievance hearings will be held at times and locations convenient to both parties and if held during working hours, the employee shall suffer no loss of pay.
7. A waiver of time limits may be arranged by mutual written agreement of both parties.
8. Nothing herein shall preclude the P.B.A. from meeting with the Police Committee on a regular basis to discuss matters of mutual concern.

ARTICLE XXII

MILITARY LEAVE

All members of the Association who are members of the National Guard, Naval Militia, Air National Guard, or of a reserve component of any of the armed forces of the United States shall be entitled to a leave of absence from their respective duties without loss of pay or time on all days during which they shall be engaged in active duty, active duty for training or other duty ordered by the Governor, provided however, that the leave of absence for active duty for training shall not exceed ninety (90) days in the aggregate in any one year. Leaves of absence for such military duty shall be in addition to the regular vacation allowed such members of State, County, or Municipal Law, Ordinance or Resolution, pursuant to N.J.S.A. 38A:4-4.

ARTICLE XXIII

OUTSIDE EMPLOYMENT

- A. The hourly rate for pay for outside employment of police personnel shall be established by the Association each January 1. The Association shall be required to notify the Chief Financial Officer of the Borough no later than January 15 of each calendar year of the applicable rate for that ensuing year.
1. The Borough Chief Financial Officer will keep all time sheets from police personnel.
 2. The Borough shall charge the contractor or third party \$5.00 per hour above the rate set by the Association for the employee, except for the The Grove which will remain at \$3.00 per hour.
 3. The Borough Chief Financial Officer will bill the contractor for services performed.
 4. Payment must be received from the contractor before the Borough makes payment to police personnel.
 5. All payments to police personnel will be made at regular pay periods.
 6. The Borough Chief Financial Officer is authorized to establish a separate bank account with signatures of Mayor, Clerk and CFO required for all checks.
 7. All workers compensation costs, and other expenses incurred by the Borough resulting from off-duty employment will be charged to this separate bank account.
 8. Scheduling of off-duty employment which is police related will be arranged by a member of the Association and such employment schedule shall be made up by him or her and submitted to the Chief of Police for his authorization. Police personnel will have the option to work these police-related jobs, and all employment of off-duty officers will be voluntary.
 9. The member of the Association in charge of scheduling will also submit a copy of the same to the Chief of Police.
 10. Police personnel must wear uniforms or police coverall uniforms with the police regulation cap when performing this duty for contractors.
 11. Off-duty police related work will be restricted to the confines of the Borough of Shrewsbury, Red Bank Regional High School and all contiguous towns.
 12. All off-duty police related work is not to be considered overtime work.
 13. This resolution shall apply only to police personnel of the Borough of Shrewsbury.
 14. Whenever an off-duty police officer is assigned to a police-related job such as traffic control, crowd control, etc., he or she shall, for the purpose of his or her police pension, be entitled to all benefits that an on-duty police officer is normally entitled to.
- B. However, nothing herein contained shall prevent a member of the police department from engaging in any other type of outside employment or business providing that such activity does not conflict nor interfere with his or her duties as a police officer.

ARTICLE XXIV

SALARIES

- A. Police salaries shall be as per APPENDIX A of this Agreement.
- B. In addition, any employee who is assigned to the duties of Detective full time for a period of at least eighteen (18) duty days (one hundred and forty four (144) hours) of a normal duty month (defined as 22 duty days (176 duty hours) other than the Detective Sergeant, shall receive an additional \$100.00 per month salary for those calendar months he or she serves in such detective position.
- C. As an additional allowance, but not as part of base pay, any employee who holds a current EMT certification shall receive an additional \$250.00 per year. This payment will be made on the first pay period of December and shall require a voucher and certification by the Chief of Police or his designee.
- D. Officers placed in charge, after working twelve (12) consecutive hours, shall be entitled to be paid at the Sergeant's salary rate, rather than Patrolmen's rate. This adjustment shall be in effect only as long as an officer serves as the officer in charge. No Sergeant may be denied time off in order to limit this payment to any Patrolman.

ARTICLE XXV

SAVINGS CLAUSE

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

ARTICLE XXVI

DURATION

- A. This Agreement shall be in effect as of January 1, 2010; to and including December 31, 2012.

- B. Not less than one hundred fifty (150) days prior to the expiration of the term of this Agreement, either party shall notify the other party regarding the commencement of negotiations for entering into a new agreement of employment to commence on January 1, 2013. Upon such notice, one (1) party to the other as herein recited, within thirty (30) days of such written notice to the other party; both parties shall commence negotiations for a new employment agreement.

ARTICLE XXVII

PERSONAL GROOMING

- A. The Borough and the Association agree that all officers will maintain his/her individual appearance and personal grooming in accordance with any and all approved rules, regulations, policies and procedures of the Department.

- B. The Chief of Police, his/her Designee or the Chairman of the Police Committee may waive all or part of these standards to certain officers if operationally advisable.

ARTICLE XXVIII

EXISTING BENEFITS

The provisions of all existing Borough ordinances affecting the terms and conditions of employment of members covered by this Agreement, unless specifically modified by this Agreement, shall remain in full force and effect for the term of the Agreement.

ARTICLE XXIX

DIRECT DEPOSIT

- A. The Borough shall make arrangements for the direct deposit of salary and emoluments due under this Agreement to an account designated by each employee covered by this Agreement who shall request the same in writing.

- B. The obligation of the Borough under this Article shall be limited to direct deposits into accounts designated by each employee where the same may be accomplished at no additional cost to the Borough. This may require the employee to establish an account in a particular bank. However, the Borough shall use all reasonable efforts to utilize the depositories and accounts designated by each employee.

- C. The obligation of the Borough under the provisions of this Article shall be met by establishing the direct deposit for the employees within thirty (30) days from receipt of written request for direct deposit from the employees.

ARTICLE XXX

PARTICIPATION IN INDIVIDUAL ANNUITY PROGRAM

The Borough will cooperate in the participation by the members of the Association in one annuity program selected by the Association for its members to enable regular payments from the member's pay at no additional cost to the Borough. This plan will not be sponsored by the Borough and the Borough shall have no responsibility with regard to this annuity, other than to make designated regular withholdings and payment from the member's pay.

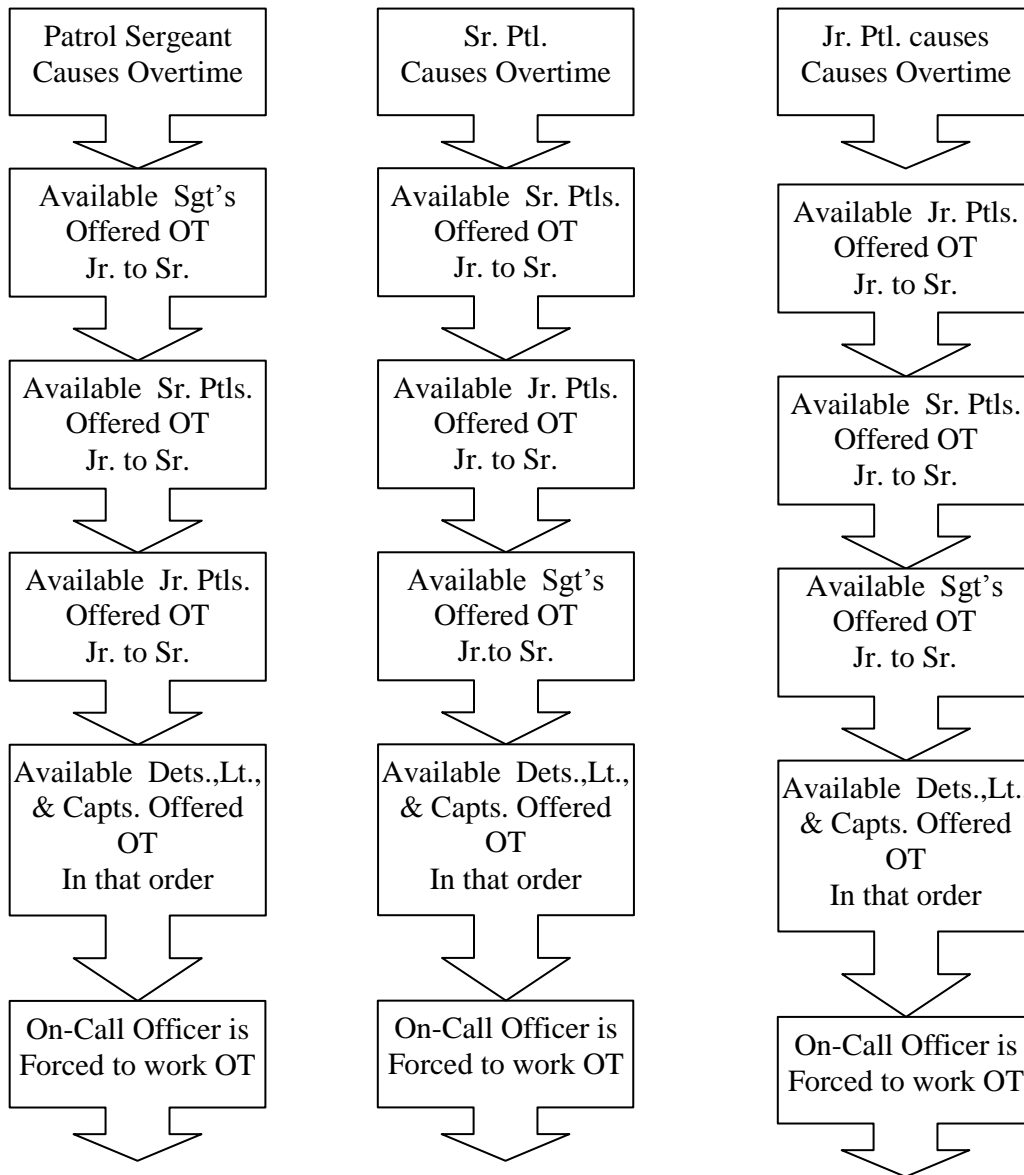
APPENDIX A

Salary Schedule

RANK	2010	2011	2012
CAPTAIN Upon promotion	\$105,385	\$109,073	\$112,891
LIEUTENANT Upon promotion	\$100,529	\$104,048	\$107,690
DETECTIVE SERGEANT Upon promotion	\$98,114	\$101,548	\$105,102
SERGEANT Upon promotion	\$95,673	\$99,022	\$102,488
PATROLMAN 1 Upon 48 months from hire date	\$87,788	\$90,861	\$94,041
PATROLMAN 2 Upon 36 months from hire date	\$80,988	\$83,823	\$86,757
PATROLMAN 3 Upon 30 months from hire date	\$74,182	\$76,778	\$79,465
PATROLMAN 4 Upon 18 months from hire date	\$67,383	\$69,741	\$72,182
PATROLMAN 5 Upon 12 months from hire date	\$60,584	\$62,704	\$64,899
PROBATIONARY Upon Academy graduation or 6 months from hire date (1 st event)	\$52,815	\$54,664	\$56,577
ACADEMY Upon hire date.	\$49,430	\$51,160	\$52,950

Detective Sergeant and Sergeant shall be equal in rank.

**Shrewsbury Police Department
Call-Out Procedure
Appendix B**



IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on this _____ day of _____, 2010.

BOROUGH OF SHREWSBURY

By: Terel Cooperhouse, Mayor

Witness

SHREWSBURY BOROUGH
P.B.A. LOCAL #308

By: Robert Turner, PBA President

Witness