

COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE BOROUGH OF GIBBSBORO

AND

THE GIBBSBORO POLICE ASSOCIATION

EFFECTIVE:

JANUARY 1, 2019

THROUGH

DECEMBER 31, 2020

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*Note: Articles, page numbers, and layout of articles are not exact in this contract proposal draft and will need to be organized prior to contract approval.

DEFINITIONS

1. For purposes of this agreement the following definitions shall apply:
 - a. Part-time — Part-time shall mean those police officers hired by the Borough to supplement full-time employees, working, in most cases except for emergencies and manpower shortages, less than a forty (40) hour work week.
 - b. Full-time — Full-time shall mean those police officers hired by the Borough to work a regular 84 hour pay period.
 - c. Special Officer — Special officer shall mean those officers appointed as Class I or Class II Special Officers as defined by the Special Law Enforcement Officers Act N.J.S.A. 40A:14-146.9.h.
 - d. Off Duty Employment — Off duty employment shall mean work contracted between a contractor and the Borough of Gibbsboro for police officers within the Borough of Gibbsboro.
 - e. Contractor — Contractor shall mean a government agency, utility or private enterprise that has executed a contract with the Borough of Gibbsboro for police services.
 - f. Stand-by — Stand-by shall mean a state in which an employee is directly accessible by pager or telephone and remains in condition for immediate recall to duty. An employee can only be placed on stand-by by the Chief of Police with the concurrence of the Chairman of the Police Committee.
 - g. Police Committee — Police Committee shall mean the entity functioning as the "appropriate authority" as defined in N.J.S.A. 40A:14-118.
 - h. Chief of Police — The head of the police department. In the absence of a Chief of Police, an Acting Chief of Police or ranking officer designated by the Borough Council.
 - i. Grievance - Any controversy arising over the interpretation, application, or violation of policies, agreements, and administrative decisions affecting the terms and conditions of employees covered under this Agreement and may be raised by an individual, the Association, at the request or on behalf of an individual or group of individuals, or the Borough.
 - j. Grievance Chairperson - Grievance Chairperson shall mean that member of the Association, duly appointed by the Association to resolve members' grievances.
 - k. Superior Officer - Superior Officer shall mean the Chief of Police, his designee, or in their absence, a Captain or Acting Chief.
 - l. The Parties — The Gibbsboro Police Association and the Borough of Gibbsboro collectively.
 - m. Prescription — Prescription shall mean a doctor's written, renewable direction for the use of a medically necessary drug for the treatment of an illness for a period of thirty (30) days. The Borough's insurance agent shall be the sole judge of "medically necessary."

- n. Formulary — Formulary shall mean a preferred drug or medicine as defined by the Borough's insurance underwriter.
- o. Non-Formulary — Non-Formulary shall mean a non-preferred drug or medicine as defined by the Borough's insurance underwriter.
- p. Seniority Date — The Seniority Date shall mean the date of hire for full time employment as a Gibbsboro Police Officer.

ARTICLE I - RECOGNITION AND REPRESENTATIVES

1. The Borough of Gibbsboro (hereinafter referred to as "the Borough") recognizes the Gibbsboro Police Association - Fraternal Order of Police Lodge 9 and the Fraternal Order of Police – New Jersey Labor Council (hereinafter referred to as "the Association") as the exclusive representative of all its full-time employees performing the functions and duties of all sworn police officers. Such representation at this time includes the full-time positions of patrolman, corporal, and sergeant for the purposes of collective negotiations with respect to terms and conditions of employment and grievances.
2. Expressly excluded from this agreement are special officers and part-time police officers.
3. The Borough further recognizes that the Association officers are to act as a liaison between the Police Department and the Borough in all matters pertaining to working conditions and wages. Said Association representatives shall be permitted to have their schedules arranged so as to permit them to attend meetings and negotiation sessions with Borough Officials. There shall be no discrimination, interference, or coercion by the Borough or any of its agents or employees against the representatives of the Association or employees represented by the Association.

ARTICLE II - NEGOTIATION PROCEDURES

1. The parties agree to enter into collective negotiations over a successor agreement, in accordance with the New Jersey Employer-Employee Relations Act in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of the Police Department employees covered by this Agreement. Negotiations shall begin no later than 90 days prior to expiration of this Agreement.
2. Any agreement negotiated shall be reduced to writing and signed by the authorized representatives of the Borough and the authorized representative of the Association.
3. There shall be no changes in the terms and conditions of this Agreement during its lifetime except through negotiations between the two parties.
4. Neither party shall have any control over the selections of the negotiation representatives of the other party, and each party agrees that his representative shall be clothed with all necessary power and authority to make proposals, consider proposals, and make future counterproposals in the course of negotiations, subject to the final approval of the contract by the Mayor and Council of the Borough of Gibbsboro and the membership of the Association.
5. This Agreement incorporates the entire understanding of the parties on all matters which are the subject of negotiations.

ARTICLE III - MANAGEMENT RIGHTS

1. All of the rights, powers, prerogatives, duties, responsibilities, and authority that the Borough had prior to the signing of this Agreement are retained by the Borough, except those that are modified by this Agreement; and are not contrary to public policy nor any law of the State of New Jersey, or any rules, regulations, or directives promulgated by the State Division or Public Employees Relations Commission.

ARTICLE IV - ASSOCIATION RIGHTS

1. The Association may request, and the Borough will allow the Association to use Borough facilities for Association meetings provided such facilities are available and provided said meeting does not interfere with the normal operations of the Police Department. The Borough shall permit a bulletin board, not to exceed 2' x 2', to be mounted in the Ready Room for the posting of notices relating to matters and official business of the Police Association.

ARTICLE V - JANUS DECISION - AGENCY SHOP AND DUES DEDUCTION

1. The Administration shall withhold union dues from each union member's pay in an amount authorized by Gibbsboro Police Association/FOP Lodge 9 (FOP). Dues shall not be withheld from Officers who are not members of the union as of June 27, 2018. The FOP will deliver to the Administration a request for payroll deduction signed by each FOP member, or any non-member who voluntarily requests to continue to pay dues. Any new Officer who becomes a member of the FOP will deliver to the Administration a request for payroll deductions signed by that Officer. Any new member Officer may submit the form at the time of his or her original hiring.

ARTICLE VI - OFFICERS RIGHTS AND PRIVILEGES

1. Pursuant to N.J.S.A. Title 34, Public Laws, 1986, the Borough hereby agrees that every employee of the Borough shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.
2. As a duly elected body exercising governmental power under the law of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Borough or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any

terms or conditions of employment.

3. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
4. No member of this Association, police sergeant, patrolman corporal, shall be disciplined, reduced in rank, suspended with or without pay, or dismissed, without just cause, and only after providing due process in accordance with law, statute, or directive at any time during their employment with the Borough of Gibbsboro. Any and all discipline will be done in strict compliance and in accordance with the New Jersey Attorney General's Policy and Procedure for Internal Affairs.
5. Whenever any employee is required to appear before any supervisor, Borough Council member or the Mayor or member thereof concerning any matter which could adversely affect the continuation of that employee in his or her position, employment, or the salary or any increments pertaining thereto, then he or she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting and prior to making a statement or filing a report or interview. Any suspension of any employee pending charges shall be with pay until formal charges are filed. Any police officer whose action may give rise to charges by the Borough, either disciplinary or criminal, shall be advised prior to any hearing or meeting with any agent or agents of the Borough or Police Department. No statement shall be taken without first advising the affected officer of the matter or matters in which he is under investigation for and the officer shall have full access to counsel in any hearing or internal investigation called for by the Borough or Police Department.
6. Minor Discipline: Any proposed discipline of five (5) days or less shall proceed through the grievance procedure set out herein and shall be final. Any proposed suspension in excess of five (5) days shall comply with the guideline established by the Attorney General and N.J.S.A. 48:14-147 and shall be appealable through appropriate courts of jurisdiction.
7. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Borough Clerk in a file which has a lock system with the key to be maintained by the Clerk. The personnel files may only be viewed and used, for evaluation purposes by the Chief of Police, and/or Governing Body only, and, if appropriate, in disciplinary proceedings.
8. Each officer shall have the right to review the contents of his personnel files by giving reasonable notice to the Clerk. Upon completion of review by the officer, a receipt statement shall be initialed listing all documents contained within the personnel files and the date and time of the review. These documents shall remain as part of the officer's personnel files. The officer shall receive a copy of said list.

9. Nothing shall be placed in any officer's personnel file without a copy of same being given to the officer.
10. Whenever a written complaint concerning an employee, or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and shall be permitted to place said rebuttal in his file.
11. Removal of any documents/disciplinary notices from any and all files of less than a written reprimand. Removal of any and all written/oral reprimands from any and all files after one year since date of issuance.

ARTICLE VII - GRIEVANCE PROCEDURE

1. STATEMENT OF PURPOSE

- a. Grievance Resolution: The purpose of the grievance mechanism is to resolve, at the lowest possible level, any problem arising from the terms and conditions of this Agreement and in the employment relationship of all bargaining unit members.
- b. Informal Resolution: Nothing herein shall limit or infringe on the right of any employee freely and informally to discuss any grievance with a superior or to proceed under Municipal Ordinance § 32-169, A-C.

2. EXCLUSIVE REMEDY

However, the procedures hereinafter set forth are the sole and exclusive means of resolving contractual grievances between the parties.

3. INITIATION OF GRIEVANCES

- a. Written Complaints: All grievances shall be in writing, signed by the aggrieved party, and shall clearly set forth the allegations upon which it is based.
- b. Service: All grievances shall be personally delivered to the Borough Clerk and a Grievance Chairperson within twenty (20) days of the occurrence from which the grievance arose.
- c. Representation: Any aggrieved party may either present his own case, designate an Association member to present his case, or employ legal counsel for his representation. Should the member choose to employ legal counsel he shall do so at his own or the Association's expense, if it chooses.
- d. Waiver: Failure to serve a written complaint citing a grievance within 20 days of its occurrence shall constitute a waiver of any and all rights to pursue said grievance.

- e. Extensions of Time: Any extension of time requirements contained in the grievance article may only be extended by the written consent of the Police Committee and the one filing the grievance.
- f. Attendance: Any member whose attendance may be necessary to resolve a grievance shall attend any meeting or hearing. However, if any meetings or hearings are scheduled during a member's normal work shift the member will not be compensated for such time.

4. GRIEVANCE PROCESS:

a. STEP 1: Chief of Police

A member or the Association or their representative on behalf of a member(s) or a group or the unit may file a written grievance with the Chief of Police or his designee within twenty (20) days of when they have become aware of an alleged violation. A copy of the written grievance shall also be filed with the Borough Clerk. The Chief of Police shall have fifteen (15) days to meet with the grieving party or their representative and respond.

b. Step 2: Police Committee

If the grievance is not resolved at Step 1, the grievance shall be presented to the Chairperson of the Police Committee or their designee, within fifteen (15) calendar days from the date the grievance was denied. The Committee shall investigate the alleged grievance and attempt to resolve it. The Committee shall, within twenty (20) calendar days from the receipt of the grievance, provide a hearing and a written decision to the employee and/or the Association, either answering the grievance or setting forth the terms of settlement which has been agreed to by all parties.

c. STEP 3: Borough Council

If the grieving party is not satisfied with the decision rendered in Step 2, he shall submit his grievance to the Borough Council or its designated representative within fifteen (15) calendar days from the date the Committee renders or should have rendered a decision. Said request for a Step 3 hearing shall be filed with the Borough Clerk. The Borough Council shall afford a hearing and present a decision, in writing, within thirty-one (31) calendar days after receipt of the written grievance.

d. STEP 4: Arbitration

If the grieving party is an individual and not the Association and he is not satisfied with the decision, he shall have fifteen (15) days to file in writing a request with the Association. The grieving party shall set forth in the request for arbitration the basis for the appeal and shall include the relief requested, copies of the grievance and any decisions below:

(1) If the Association is not satisfied with the decisions rendered in Steps 1 through 3, it may submit the grievance to an arbitrator for final resolution of the grievance. Only the Borough or the Association may demand arbitration. A request for such arbitration must be made within thirty (30) calendar days from the date the Borough Council renders or should have rendered a decision. The arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.

(2) The arbitrator shall be bound by the provisions of this Agreement and will restrict his opinion to the application of facts presented to him involving the grievance. The arbitrator shall in no way have authority to add to, modify, detract from, or alter in any way any of the provisions of this Agreement or any amendment or supplement thereto.

(3) Decisions rendered by the arbitrator shall be final and binding on all involved, consistent with applicable law. The award must be in writing with factual findings and conclusions.

(4) The arbitrator shall hold the hearing at a time and place convenient to the parties and shall attempt to issue his decision within thirty (30) days after the close of the hearing.

(5) The time limits set forth herein shall be reasonably adhered to. If any grievance has not been initiated within the time limit specified, the grievance shall be deemed to have been waived. If any grievance is not processed by the grieving party to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the prior step shall be deemed conclusive and shall not be subject to appeal. 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.

(6) The parties agree that for purposes of this Article the normal adherence to the chain of command shall not be a requirement.

(7) Costs of Arbitration.

(a) In the event the grieving party is a member of the Association, the costs of the arbitration shall be shared equally by the Borough and the Association.

(b) In the event the grieving party is not an Association member at the time of the occurrence of the action complained of, then the Association shall not by virtue of this Agreement be responsible for the arbitration costs and the grieving party shall pay half the costs.

(c) Any expenses incurred by the parties beyond the cost of the arbitrator shall be the respective party's responsibility.

ARTICLE VIII - HOURS OF WORK AND SCHEDULING

1. The times of the daily tours of duty (shifts) shall be established by the Chief of Police.
2. The Borough and the Association recognize the value of scheduling more than one police officer per shift, however, nothing contained in this agreement shall be construed as to require the Borough to meet any minimum staffing requirement and this paragraph shall not be subject to grievance or arbitration.
3. The normal pay period for full-time officers shall consist of 84 hours. Members will work the 12 Hour Pitman Schedule.
4. The Chief of Police or his designated representative may assign certain officers alternate duties and hours of work schedules at his discretion, not to exceed or fall below the 84 hour pay period.
5. It is agreed that a serious attempt will be made to establish equitable scheduling for full -time officers.
6. Off-Duty Employment
 - a. Off-duty employment shall be paid at a rate of \$75 per hour per-officer
 - b. Off-duty employment shall be paid at a rate of \$40.00 per hour for any Camden County roadway project with any additional fee for borough vehicle or administrative processing fee added and retained by the Borough of Gibbsboro.
 - c. Borough of Gibbsboro, school district, or other events designated by the Borough Council as sponsored activities shall be considered regular duty assignments and paid at the officer's regular hourly rate. If this assignment results in the 84 hours in a pay period being exceeded, then members will be paid their overtime (1 ½) rate for all hours in excess of 84 hours.
 - d. No employee shall be authorized to report for any off-duty assignment unless an executed contract is on file with the Borough of Gibbsboro and sufficient escrow is deposited with the Borough in advance. Emergencies must be approved by the Chief of Police and the Borough Clerk prior to any officer reporting for off duty employment. In the absence of, or unavailability of the Borough Clerk, the Mayor, Council President or a member of the Police Committee, in that order, may approve for the Borough Clerk. Violation of these terms will result in an officer not being paid.
 - e. Recognizing that wages paid for off duty employment are derived from a third party and not the Borough of Gibbsboro, it is agreed that those wages shall not be subject to sick time, PTO or overtime payments. (For example, an employee scheduled for off duty assignment that calls out sick shall not be paid PTO.)
 - f. It is agreed that a serious attempt will be made to establish equitable scheduling for all outside employment/off-duty assignments.
7. Resignation

- a. Resignations shall be submitted to the Chief of Police and the Borough Clerk. The date of resignation shall be considered the date received by the Borough Clerk. The Borough Clerk shall acknowledge receipt of resignations in writing.
- b. To ensure a smooth transition, employees shall work at least two calendar weeks from the date the resignation is received by the Borough Clerk, and may not use sick time or PTO.
- c. An employee may not use PTO once a resignation is tenured and may be required to supply documentation for absences within two weeks of submission of a resignation to be deemed resigning in good standing.
- d. Any vested PTO shall be paid to an employee resigning in good standing.
- e. The employee's last date on patrol will be used as the final date of employment for calculating benefits.
- f. The employee's final pay check shall not be issued until the employee has checked out with the Chief of Police and returned all Borough owned equipment, identification (including badges), and uniforms. Upon certification of checkout and return of equipment in writing by the Chief of Police to the Borough Clerk, the final check will be issued.

ARTICLE IX - OVERTIME

- 1. Overtime is to be defined as all hours or portions of hours that an employee works in excess of 84 hours in a pay period. For purposes of determining overtime pay, the 84 hours worked excludes any off-duty employment, PTO, sick time, or Jury Duty.
- 2. In the event overtime may be scheduled, then the overtime shall be offered among those eligible without regard to the employee's rank, pay rate, or seniority. The Chief of Police or his designee shall retain a log of all overtime assignments in order to ensure that scheduled overtime is equally assigned.
- 3. Any hours worked more than 84 hours in a pay period shall be paid at the members overtime rate, which is one- and one-half times the regular hourly rate.
- 4. In the event that a shift is uncovered because another employee is unable to work, the current officer on duty shall be the first employee offered the opportunity overtime to cover that shift. If the current employee is unable to cover that shift, then that overtime shall be offered to those employees in order of next in line on the Chief's overtime log as defined in section 2 above.
- 5. In circumstances where a member of the Association is required to report for duty to an unscheduled event (for example to process a DWI arrest, an accident or emergency), the employee shall receive at least two (2) hours pay at the prevailing rate.

ARTICLE X - MEDICAL BENEFITS

1. Health Insurance - All full-time employees who are members of this bargaining unit shall be entitled to enroll in medical health insurance. The plan shall be the Patriot V Plan, or equivalent, with \$25 co-pays for employees and dependents.
 - a. Dependents — The employee may elect coverage for eligible dependents as defined in the Borough's Personnel Policy.
 - b. Payment in lieu of coverage — If the employee is covered by another health insurance plan, the employee may opt for a payment in lieu of coverage. Such payment shall be equal to the payment offered other Borough employees as defined in the Borough's Personnel Policy. Payment shall be made in accordance with the Borough's Personnel Policy. The employee must provide proof of insurance to elect this option.
2. Prescription Drugs - All full-time employees who are members of this bargaining unit shall receive a prescription drug plan with the following co-pays:

Generics	- \$10/prescription
Formulary	- \$25/prescription
Non - Formulary	- \$50/prescription
3. Plan Amendments - The Borough may change the underwriter of the medical (prescription and health) plans offered from time to time, however, the contents of the medical and prescription plans must remain substantially equal.
4. Cost of Insurance - Employees shall contribute toward the cost of medical and prescription insurance at a rate derived from Table 1 based on the employee's base salary. Employee contributions shall be deducted each payroll period. The Borough shall pay the remainder of the premium for medical and prescription insurance.
5. Taxes - Any tax on health care imposed by the state of New Jersey or federal government shall be borne by the employee (e.g. Cadillac tax).

(The rest of this page is intentionally blank.)

Table 1 – Employee Contributions for Medical Benefits

SINGLE COVERAGE	
Salary Range	Employee Contribution
less than 20,000	4.50%
20,000-24,999.99	5.50%
25,000-29,999.99	7.50%
30,000-34,999.99	10.00%
35,000-39,999.99	11.00%
40,000-44,999.99	12.00%
45,000-49,999.99	14.00%
50,000-54,999.99	20.00%
55,000-59,999.99	23.00%
60,000-64,999.99	27.00%
65,000-69,999.99	29.00%
70,000-74,999.99	32.00%
75,000-79,999.99	33.00%
80,000-94,999.99	34.00%
95,000 and over	35.00%
MEMBER/SPOUSE/PARTNER OR PARENT/CHILDREN COVERAGE	
Salary Range	Employee Contribution
less than 25,000	3.50%
25,000-29,999.99	4.50%
30,000-34,999.99	6.00%
35,000-39,999.99	7.00%
40,000-44,999.99	8.00%
45,000-49,999.99	10.00%
50,000-54,999.99	15.00%
55,000-59,999.99	17.00%
60,000-64,999.99	21.00%
65,000-69,999.99	23.00%
70,000-74,999.99	26.00%
75,000-79,999.99	27.00%
80,000-84,999.99	28.00%
85,000-99,999.99	30.00%
100,000 and over	35.00%

FAMILY COVERAGE	
Salary Range	Employee Contribution
less than 25,000	3.00%
25,000-29,999.99	4.00%
30,000-34,999.99	5.00%
35,000-39,999.99	6.00%
40,000-44,999.99	7.00%
45,000-49,999.99	9.00%
50,000-54,999.99	12.00%
55,000-59,999.99	14.00%
60,000-64,999.99	17.00%
65,000-69,999.99	19.00%
70,000-74,999.99	22.00%
75,000-79,999.99	23.00%
80,000-84,999.99	24.00%
85,000-89,999.99	26.00%
90,000-94,999.99	28.00%
95,000-99,999.99	29.00%
100,000-109,999.99	32.00%
110,000 and over	35.00%

ARTICLE XI - INJURY IN THE LINE OF DUTY

1. Employees injured in the line of duty shall not be charged Paid Time Off (PTO). An officer injured in the line of duty shall be paid his or her regular salary equal to a regular pay period of 84 hours. Payments shall continue until such time a licensed physician certifies that the employee is fit for duty.
2. In the event an employee receives worker's compensation, the employee shall pay or cause to be paid to the Borough such payments as may be paid to him or to the Borough in his name and received under worker's compensation related to his bi-weekly salary.
3. The Borough shall continue to pay the employee his regular salary while the employee is receiving worker's compensation for up to six (6) months from the date of injury. The Borough Council may extend the paid leave of absence in accordance with NJSA 40A:14-137 - Leaves of absence with pay to certain members and officers. Upon the tolling of six (6) months, and any additional leave of absence granted by the Borough Council, a decision will be made by the Mayor and Council of the Borough, based on medical documentation and certified reports as to the nature of the injury and the potential for return to duty as to the continuation of the employee's employment.
4. Employees shall not accrue PTO or sick time while receiving workers' compensation. PTO and sick time earned prior to the injury shall remain available for future use or payment.

ARTICLE XII - SALARIES

1. All current employees who are members of this bargaining unit shall be paid as follows:

	Up to last Pay Period in July		Effective First Full Pay Period in August, 2019		Effective First Full Pay Period in January 2020	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
Academy Recruit	N/A	N/A	\$ 14.50	\$ 31,668.00	\$ 14.50	\$ 31,668.00
Probationary Rate	N/A	N/A	\$ 15.50	\$ 33,852.00	\$ 15.50	\$ 33,852.00
Step 1 (1 Year Service)	N/A	N/A	\$ 16.50	\$ 36,036.00	\$ 16.50	\$ 36,036.00
Hart	\$ 14.56	\$ 30,284.80	\$ 15.50	\$ 33,852.00	\$ 16.50	\$ 36,036.00
Singh	\$ 14.56	\$ 30,284.80	\$ 15.50	\$ 33,852.00	\$ 16.50	\$ 36,036.00
Heimerl	\$ 14.89	\$ 30,971.20	\$ 16.50	\$ 36,036.00	\$ 17.00	\$ 37,128.00
Riemer	\$ 14.89	\$ 30,971.20	\$ 16.50	\$ 36,036.00	\$ 17.00	\$ 37,128.00
Leadley	\$ 19.86	\$ 41,308.80	\$ 20.85	\$ 45,536.40	\$ 21.37	\$ 46,674.81
Girgenti	\$ 22.64	\$ 47,091.20	\$ 23.77	\$ 51,913.68	\$ 24.36	\$ 53,211.52
Sgt Brown	\$ 22.39	\$ 46,571.20	\$ 24.50	\$ 53,508.00	\$ 25.11	\$ 54,845.70

Increases shall be effective beginning in the first day of the first full pay period after January 1 of each year.

2. Any patrolman promoted to Corporal shall receive a five percent (5%) salary increase above that officer's current salary as a patrolman.
3. Any patrolman promoted to Sergeant shall receive a ten percent (10%) salary increase above that officer's current salary as a patrolman.
4. Any Corporal promoted to Sergeant shall receive a five percent (5%) salary increase above current salary as a corporal.
5. Salaries, wages, and other compensation not otherwise provided for herein shall be paid on the normal payday.

ARTICLE XIII - UNIFORMS AND CLOTHING ALLOWANCE

1. All members of the bargaining unit, upon hire, shall be provided with full uniform including equipment and leather gear, as set forth in Section 5 below. The initial supply of any item required by the Department to be worn or carried by an officer while on duty shall be supplied by the Borough.
2. After the officer's first year of employment, said member shall be responsible for purchasing his own uniforms and equipment and maintaining same as set forth herein.
3. The Borough shall pay a semi-annual uniform maintenance allowance of three hundred fifty dollars (\$350.00) to each full-time member of the Association for the cleaning and maintenance of uniforms. Said payment shall be available in January and July. New officers shall begin receiving their maintenance allowance in the period following the completion of one year of service (for example, an April hire receives the first \$350 in July of the next year). The maintenance allowance shall be provided by voucher for purchase of equipment or cleaning services and may not be issued to the officer. Unused funds are forfeited at the end of the year.
4. The Borough shall be responsible for providing handguns and ammunition for each Association member.
5. All new employees covered by this Agreement shall be provided a one-time issue of the following articles of clothing:

Quantity	Item	Cost	Estimated Total Cost
1	5 in 1 Patrol Jacket	\$250.00	\$250.00
1	Duty Belt (Nylon)	\$57.00	\$57.00
1	Duty Belt (Leather)	\$57.00	\$57.00
1	Holster	\$153.00	\$153.00
1	Leather Holster	\$120.00	\$120.00
1	Handcuff Holder (Nylon)	\$31.00	\$31.00
1	Handcuff Holder (Leather)	\$35.00	\$35.00
1	Mag Holder (Nylon)	\$34.00	\$34.00
1	Mag Holder (Leather)	\$42.00	\$42.00
1	Handcuffs	\$52.00	\$52.00
1	OC Holder (Nylon)	\$18.00	\$18.00
1	OC Holder (Leather)	\$35.00	\$35.00
1	Badge	\$105.00	\$105.00
1	Boots	\$170.00	\$170.00
1	Brass Collar	\$20.00	\$20.00
1	Tie	\$6.00	\$6.00
1	Name Plate	\$30.00	\$30.00
1	Class A Shirt (SS)	\$89.00	\$89.00
1	Class A Shirt (LS)	\$89.00	\$89.00
1	Class A Pants	\$120.00	\$120.00
2	Class B Shirts (SS)	\$54.00	\$108.00
2	Class B Shirts (LS)	\$54.00	\$108.00
2	Class B Pants	\$80.00	\$160.00
1	Exterior Vest Carrier	\$280.00	\$280.00
1	Class A Cap	\$90.00	\$90.00
			\$2,259.00

6. Employees may, with the approval of the Chief of Police, wear Class B uniforms on designated tours of duty or for specific details.
7. Each officer shall be subject to inspection by the Chief of Police during their shift of duty and shall be required to comply with the Uniform Standards established by the Chief.
8. In the event a uniform or equipment is damaged or destroyed while the officer is acting in the scope of his employment, the Borough agrees to repair or replace that portion of the uniform, which has been damaged or destroyed without cost to the officer or a reduction in his uniform allowance. Otherwise, it is the responsibility of the individual police officer to maintain his/her uniform using the uniform maintenance allowance.
9. Upon promotion, the Borough shall purchase all required insignia in conjunction with the officer's new rank.

ARTICLE XIV - SICK LEAVE

1. Members shall accrue four (4) days annually of sick leave time to utilize in accordance

with Departmental Policy.

2. Sick leave shall be prorated after the first year of service. During the first year of service members will earn sick leave at a rate of four (4) hours per month.
3. Sick leave shall be utilized for a member during time of illness to themselves or a family member.
4. Sick leave shall be used in whole or half day increments.
5. Each January employees may elect to be paid for unused accrued sick leave at 65% of its value on December 31 of the preceding year.
6. Sick leave not utilized or paid out will be accrued with no cap on the accrual during the tenure of a member's career.

ARTICLE XV - PAID TIME OFF (PTO)

1. All Bargaining Unit members employed by the Borough of Gibbsboro on January 1 of each year shall be entitled to receive 128 hours of PTO for use at their discretion. PTO replaces all forms of leave previously provided such as holiday, vacation, personal, and bereavement.
2. PTO will vest as follows: forty (40) hours to each officer on January 1, May 1, August 1, and eight (8) hours on October 1. Any officer with ten (10) or more years of service as of January 1 of the current year shall receive an additional twelve (12) hours of PTO each July 1.
3. When practical, all requests to use PTO for two consecutive days or less shall be submitted to the Chief of Police at least two weeks in advance for approval. When practical, all requests to use PTO for three consecutive days or more shall be submitted to the Chief of Police at least four weeks in advance for approval.
4. Employees hired after January 1 of any year shall receive PTO in accordance with the vesting schedule for their initial year of service. For example, an employee hired April 15 will accrue forty (4) hours PTO on May 1, August 1, and eight hours on October 1.
5. Use of PTO for bereavement shall not require any advanced notice, except as otherwise provided in this article.

6. The amount of bereavement PTO requested by an officer exceeding five consecutive days (60 hours) must be approved by the Chief of Police or his designated representative.
7. Sixty-five percent (65%) of unused PTO will be paid in the first full pay period of the succeeding year at the wage rate in effect during the year that the PTO was earned.

ARTICLE XVI - JURY DUTY

1. All full-time members of the bargaining unit shall be entitled to the same jury duty benefits provided to all other Borough employees:
 - a. Members called to serve on jury duty will be granted a leave of absence for the time of duty. An employee will be paid his normal pay for jury service. The employee must notify his/her supervisor within three (3) days of being notified of selection for jury duty. The member must submit evidence of attendance for days served as juror.
 - b. A member summoned to appear, as a witness on behalf of the Borough, shall receive pay for time away from work.

ARTICLE XVII - HOLIDAYS

1. The following days shall be observed as holidays during the duration of this contract: New Year's Day, Martin Luther King Day, Memorial Day, Easter Sunday, Independence Day, Labor Day, Veterans' Day, Thanksgiving, Christmas Eve (see item 3), and Christmas Day.
2. Bargaining unit members shall receive the rate of time and one half pay for all hours worked on the holiday, starting at 12:00 am and ending at 11:59 pm on the actual holiday, payable in the same pay period in which the holiday is worked. There is no additional pay for holidays.
3. For Christmas Eve, only the officer(s) who's shift(s) run into Christmas Day shall be entitled to receive holiday pay for all hours worked for that shift. For example: An officer that works from 6pm Christmas Eve to 6am Christmas day shall receive twelve (12) hours holiday pay. Whereas an officer that works from 6am to 6pm on Christmas Eve, is not entitled to holiday pay, and shall be paid at their regular hourly rate for those hours worked.

ARTICLE XVIII - SPECIAL LEAVE

1. F.O.P Delegates and Convention Delegates shall be permitted to attend all conventions of the State or Federal Organization with no loss of time or pay in accordance with Title 40A. State Delegates

to the F.O.P. shall be permitted to attend the monthly meeting scheduled by the State Organization and all special meetings ordered by the State Organization. When possible, except in an emergency, the Delegate shall notify the Chief in writing of the date, location, and duration of such meeting or convention at least ten (10) days in advance.

2. Military duty leave shall be afforded bargaining unit members in accordance with the Borough's Personnel Policy is adopted as if set forth herein at length. Any member of this Department and covered under this Agreement who a member of any National Guard or Military Reserve Unit, who is called up for active duty or is required to report for field training, shall keep all benefits, including seniority, while on active duty.
3. The Governing Body of the Borough may grant a leave of absence without pay to any police officer upon presentation of satisfactory reasons and/or under the Family and Medical Leave Act (FMLA) or and/or New Jersey Family Leave Act (NJFLA).

ARTICLE XIX - EXCHANGE OF DAYS OFF

1. The Chief of Police or his designee will grant any reasonable request of any two (2) members of the Department to exchange hours, tours of duty, or days off.
2. It is understood that such exchange of days off shall not result in the Borough incurring overtime liability or affecting the present manning levels of each shift.

ARTICLE XX - LEGAL REPRESENTATION/LIABILITY AND FALSE ARREST

1. The Borough will provide legal representation for police officers pursuant to the requirements of Title 40A.

ARTICLE XXI - LAY-OFF

1. Any employee who is laid off shall receive two (2) weeks of pay at his or her current rate.
2. Lay-offs shall be implemented by resolution of the governing body.

ARTICLE XXII - DEATH BENEFITS

1. In the event of a death of an officer while in the line of duty, the Borough shall pay within 30

days of said officer's death, to the surviving spouse or their designated beneficiary, the balance of the deceased officer's salary for that pay period plus accrued PTO. The Borough shall also pay all reasonable funeral expenses for any officer who dies in the line of duty.

2. In the case of the death of an officer in the line of duty, any spouse and dependents that receive medical coverage through the officer's coverage as described herein shall continue to receive coverage for a period of one (1) year.

ARTICLE XXIII - EDUCATION, TRAVEL, AND MILEAGE REIMBURSEMENT

1. Tuition

- a. All employees who attend classes of study approved by the Governing Body either as a requirement or who do so to enhance their qualifications for their position will be reimbursed for educational expenses. Those voluntarily undertaken shall be in the area of law or law enforcement.
- b. The course must be completed with a passing grade in order to be reimbursed for all of the costs of books and tuition. Requests for attendance of such classes will be made in advance and in writing. Requests for reimbursement must detail the costs, time of classes, dates and course content. Should the employee register and not attend for other reasons than personal illness, the employee must pay for the costs and/or cancellation fees. If an employee leaves Borough employment within one (1) year of receiving such reimbursement, the employee will be required to repay the Borough for the costs reimbursed. Requests shall be submitted to the Governing Body of the Borough.

2. Travel

- a. Employees may attend conferences, meetings, conventions, seminars, courses and/or workshops not otherwise referenced herein from time to time. Attendance at such shall require advance approval from the Borough Council. At the discretion of the Borough Council, registration costs, tests, fees, and travel costs may be paid by the Borough of Gibbsboro. Requests shall be submitted to the Governing Body in advance.
- b. Employees authorized to travel or to attend conventions, seminars, or training courses on behalf of the Borough may be reimbursed for any legitimate expense, provided that it is supported by a detailed claim and, as appropriate, supporting receipts.
- c. Mileage for approved travel using personal vehicles shall be reimbursed at the prevailing federal income tax allowance rate. Claims for mileage reimbursement shall be supported by a detailing of the number of miles to and from the location where the activity is held.

ARTICLE XXIV - SEVERABILITY AND SAVINGS CLAUSE

1. In the event that any Federal or State legislation or court decision causes invalidation of any Article or Section of this Agreement, that Article or Section of an Article so declared null and void shall be invalid, but all other Articles of this Agreement shall remain in full force and effect.
2. Any provision so found in Paragraph 1 above shall be open for re-negotiation by either party by giving written notice thereof to the other party. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet at least three (3) times within 45 days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses, but negotiation shall be limited to the specific Article or portion thereof for which the contract was re-opened.

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ARTICLE XXV - DURATION

This Agreement shall be retroactive to January 1, 2019 and shall continue in full force and effect up to and including December 31, 2020 or until a successor Agreement is negotiated. The agreement is applicable to employees actively on the payroll and hired after the date of the agreement. It does not apply to employees that have severed service with the Borough prior to the ratification of this agreement. It shall supersede any and all previous agreements between the Association and the Borough.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the _____, day of July, 2019, subject to approval by the Association and by the Gibbsboro Borough Council.

FOR THE BOROUGH OF GIBBSBORO:

FOR THE ASSOCIATION:

Edward G. Campbell, III, Mayor

Sean C. Lavin, Exec. Dir. F.O.P. Labor Council

Jack Flynn, Police Committee Chairman

Ron Bakely, F.O.P. Labor Council

Gerald Bonsall, Police Committee

Charles A. Heimerl IV, Association President

Attest: Anne D. Levy, Borough Clerk

Brian K. Leadley, Association Vice President