

COLLECTIVE BARGAINING AGREEMENT

by and between

THE BOROUGH OF PALMYRA, BURLINGTON COUNTY  
NEW JERSEY

and

FOP Lodge #2  
Palmyra Police Association/NJ FOP Labor Council

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JANUARY 1, 2006 through DECEMBER 31, 2010

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Ruderman & Glickman, P.C.  
675 Morris Avenue, Suite 100  
Springfield, NJ 07081  
(973) 467-5111

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## AGREEMENT

THIS AGREEMENT, dated this \_\_\_\_\_, \_\_\_\_\_ shall remain effective until December 31, 2010, by and between the Borough of Palmyra, hereinafter called the "Borough", and the FOP Lodge #2, Palmyra Police Association/ NJ FOP Labor Council hereinafter called the "FOP" and shall be effective, retroactive for all purposes unless otherwise states herein to and from January 1, 2006 through December 31, 2010.

**ARTICLE 1**

**RECOGNITION**

The Borough recognized the Police Association / FOP as the exclusive majority representative for collective negotiations for all regular Patrolmen, Sergeants, and Detectives, excluding the Chief and Lieutenant(s) of Police.

## ARTICLE 2

### INTENT AND PURPOSE

2.1 It is the intent and purpose of the parties hereto, in entering this Agreement, to maintain and promote harmonious relations and close cooperation between the Borough and its Police Officers and to set forth herein the entire agreement to be observed by the parties hereto covering terms and conditions of employment.

2.2 This agreement shall be construed according to its written provisions without regard to any discussions or negotiations, written or oral, which parties had leading to or resulting in the execution of the agreement.

2.3 The Borough shall not discriminate in any way against any officer for Police Association / FOP membership as long as this activity does not in any way disrupt normal operations of the Police Department.

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

## ARTICLE 3

### GRIEVANCE PROCEDURE

3.1 A "Grievance" is a claim by an officer or the FOP based upon a question, dispute, or matter of complaint which concerns conditions of employment except discipline. An "Aggrieved Person" is the person or persons making the claim.

3.2 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 Police Officers.

3.3 The Grievance Procedure for individual officers shall be as follows:

A. Level One: The grievance shall be discussed with the officer's immediate supervisor within thirty days of the occurrence of the event which is grieved. At this discussion, the persons involved will make every effort to resolve the problem. However, if the officer is dissatisfied with the decision of the supervisor, the officer may exercise his or her right to go onto the next higher level of supervision.

B. Level Two: In the event the grievance is not resolved within ten days of the date the officer initiated the discussion with his or her supervisor or, if the supervisor does not respond to the officer within the said ten day time period, then, in that event, within three days following the expiration of the said ten day period, the officer shall submit a signed written complaint to the assigned Lieutenant of Police. The written complaint should stipulate the nature of the complaint, the result of the previous discussion, if any, and the basis for the officer's dissatisfaction. According to the severity of the complaint, it shall be at the assigned Lieutenant's discretion as to whether to handle it himself, or to take it directly to the Chief of Police. In order that a fair and



just decision can be made, either the assigned Lieutenant or the Chief shall undertake an investigation of the problem and review all the facts involved. The assigned Lieutenant or Chief shall then meet and discuss the problem with the officer and may have present any other personnel that the assigned Lieutenant or Chief or officer feels will help resolve the problem. The assigned Lieutenant or Chief, as the case may be, shall file a written response to the grievance within thirty days of the date the grievance was presented to the assigned Lieutenant or Chief.

C. Level Three: In the event that the officer is dissatisfied with the decision of the assigned Lieutenant or Chief, or, in the event that the assigned Lieutenant or Chief does not submit a written response, the officer shall, within fifteen days of receipt of the response or within fifteen days of the aforementioned thirty day period for a response from the assigned Lieutenant or Chief, file a written request for a meeting with Director of Public Safety or the Public Safety Committee of Borough Council and request that the Director or Committee review the grievance. The Director or Committee shall file a written response to the grievance within thirty days of the presentation of the grievance to the Director or Committee.

D. If the officer is not satisfied by the decision of the Director of Public Safety or the Public Safety Committee of Borough Council, or, in the event that the Director or Committee does not file a response within the aforementioned thirty day time period for the Director or Committee to respond, then, in that event, within fifteen days of the response or of the expiration of the aforesaid thirty day time period for the Director or Committee to respond, the officer may present his grievance to Borough Council. The

Borough Council shall have thirty days from receipt of the grievance to respond to the grievance and may request and be granted an additional thirty days for good reasons.

E. In the event the officer is not satisfied by the decision of the Borough Council, the officer shall file a written request for arbitration with the New Jersey Public Employment Relations Commission. The written request for arbitration must be filed within thirty days of receipt of the decision of the Borough Council or, in the event the Borough Council does not respond, within thirty days of the aforementioned thirty day time period in which the Borough Council could have responded. For good cause shown, the thirty day time period for filing a written notice of arbitration shall be extended an additional thirty days for good cause.

3.4 The Grievance Procedure for the Police FOP shall be as follows:

A. Level One: Within sixty days of the occurrence of the event giving rise to the grievance, the FOP shall submit a written letter to the Chief of Police stating the grievance and suggesting a time for a meeting to discuss the said grievance. The Chief of Police shall conduct a meeting and render a written response to the grievance within fifteen days of the date the grievance was presented to him.

B. Level Two: Following receipt of the response of the Chief of Police, the FOP shall have fifteen days to make a written request for a meeting with the Public Safety Committee of Borough Council and the Chief of Police. In the event the Chief of Police does not respond within the fifteen day period, for him to respond, the FOP shall file a written request with the Public Safety Committee of Borough Council within fifteen days following the last date that the Chief could have responded. The

Public Safety Committee of Borough Council shall hold a meeting with the FOP and the Chief and shall respond to the grievance within thirty days of receipt of the grievance.

C. Level Three: Within fifteen days of receipt of the response of the Public Safety Committee of the Borough Council, or in the event the Public Safety Committee of Borough Council does not respond, within fifteen days of the date the Public Safety Committee of Borough Council should have responded, the Police FOP shall request a meeting with the Borough Council to present the grievance, using all possible means of settling the said grievance. The Borough Council shall meet and respond to the grievance within thirty days of receipt of the grievance. For good cause, the Borough Council shall have an additional thirty days to meet the FOP and respond to the grievance.

D. Level Four: Within thirty days of the respond of the Borough Council or, in the event the Borough Council did not respond, within thirty days from the last day that the Borough Council should have responded, the Police FOP shall make written request to the New Jersey Public Employment Relations Commission for binding arbitration. For good cause shown, this thirty day period may be extended by an additional thirty days.

3.5 If the grievance is of such an emergent nature that it must be resolved at the Council level to maintain proper operation of the department, then all other levels of the grievance procedure will be omitted, and the Chief of Police will arrange a meeting with the Borough Council.

3.6 In the case of an individual or FOP grievance, in the event the grievance is not resolved at the last step of the grievance procedure, the individual or FOP shall have the right to timely file a written request for a panel of arbitrators with the New Jersey

Public Employment Relations Commission. An arbitrator shall be selected pursuant to the rules and regulations of the Commission. The decision of the arbitrator shall be final and binding. The arbitrator shall not have the power to add to, subtract from, or in any way modify the terms of the Collective Bargaining Agreement. Fees and expenses of the arbitrator shall be borne by the losing party, and, in the event of a "split" decision, fees and expenses of the arbitrator shall be borne equally by the parties. However, each party shall bear the expense of its own witnesses, exhibits, and attorneys or representatives. This arbitration procedure shall be the sole and exclusive remedy for resolution of grievances under this contract.

3.7 All time requirements set forth herein are to be strictly construed, and a failure to move the grievance to the next step or to file the grievance initially within the time requirements of this procedure shall be deemed an abandonment of the grievance.

3.8 Any aggrieved person may be represented at all steps of the grievance procedures by himself or at his option by a representative selected or approved by the FOP. When an officer is not represented by the FOP, the FOP shall have the right to be present and state its views at all stages of the grievance herein.

3.9 No reprisals of any kinds shall be taken by the Borough or any member of the Administration against any party in interest, any representative, any member of the FOP, or any other participant in the grievance procedure by reason of such participation.

## ARTICLE 4

### DISCIPLINARY ACTION

4.1 Borough Ordinance – 50-12 shall apply in disciplinary matters.

4.2 All meetings and hearings for dismissal and suspension, whenever possible, shall be conducted at the Borough Administration Building unless it is agreed by the Borough and the bargaining unit to hold said meeting or hearings at some other location.

4.3 All procedures and hearings for dismissal, suspension, demotion or fine shall comply with New Jersey Statutes encompassing said action and proper notices shall be in writing setting forth the charges and the time and place of the hearing pursuant to the New Jersey Statutes.

4.4 The accused officer shall have the right to be present at the hearing and to be accompanied and represented by some person of his own choosing, including an attorney-at-law at no expense to the Borough. He shall be confronted with the witness or witnesses against him; may cross-examine any and all of such witnesses; may testify in his own behalf; and may produce any other witness or witnesses in his behalf under oath, all of whom shall be subject to cross-examination. Any accused officer shall have the right to have any fellow officer attend any such hearing as a witness and management will require such officer to attend.

4.5 The Public Safety Director shall render a written decision within ten (10) days, and the officer shall have the right to appeal from such decision to whatever agency necessary, in writing, of his intention so to appeal within (10) days next after the receipt by him of the intention of the hearing officer's decision. All hearings shall be taken

down stenographically or by electronic recording. Such records shall be kept for a period of at least sixty days pending the outcome of the appeal. At the officer's request all records shall be made available to the Police FOP at its cost.

4.6 Any officer who is charged, either with a dismissal, suspension, demotion or fine shall have the right to be present at any hearing so scheduled by the Borough. The Officer prior to the hearing shall receive all written charges against him and the reasons for said action by the Borough. Whenever any officer is required to appear before the Chief of Police, or Borough Council of Palmyra, or any committee or any member thereof concerning any matter which could adversely effect continuation of that officer in his position, employment, or salary or any increments pertaining thereto, he shall be entitled to have a representative of the FOP or council of his choosing present to advise and represent him during such meetings or interview.

4.7 Letters of reprimand may be appealed through the chain of command in accordance with the law.

## ARTICLE 5

### POLICE ASSOCIATION REPRESENTATION

5.1 The Police Association / FOP agrees to file in writing the name of authorized persons delegated to represent and handle Police Association / FOP matters.

5.2 The Borough agrees to pay Police Association / FOP representatives, who are on duty, for the time spent processing valid grievances, contract negotiations and/or the defense of an officer in a disciplinary action, limited to not more than two representatives at one time.

## ARTICLE 6

### MUTUAL COOPERATION

6.1 The Police FOP and Borough Council agree that mutual cooperation is necessary for the Police Department to carry out its public responsibility of maintaining a high level of service to the public.

6.2 The parties agree to resolve problems arising from differences through the Grievance Procedure contained herein.

6.3 The parties agree that the pursuit of harmonious relations between the Police FOP and the Borough Council is the continuing intent of the parties, recognizing the mutual responsibility of each party.

6.4 The Borough Council agrees that time provisions of this Agreement shall be carried out in all respects through the term of this Agreement and assures the Police FOP compliance by its officers or representatives.

6.5 The Police FOP agrees that this Agreement was reached in good faith and to abide by the terms and conditions of this Agreement through the terms of this Agreement.

6.6 The Police FOP further agrees that, during the term of this agreement, it shall cause no strikes, work stoppages, slow downs, or other acts of disharmony contrary to the intent of this Agreement, or law. The Police FOP agrees that it has full responsibility for any such acts on the part of its members.

6.7 In the event of any such acts enumerated in Section 6.6 of this Article, the Police FOP agrees that any and all such members so engaged shall be immediately



subject to disciplinary or dismissal action. The Police FOP further agrees that it will immediately notify all its members that any such action is not sanctioned by the Police FOP and the Police FOP joins with the Borough in insisting that all officers cease and desist immediately.

6.8 The Police FOP further agrees that the Borough Council shall have any and all recourse in law to restore normal working operations, including action against individual officers, the Police FOP and its representatives.

## ARTICLE 7

### USE OF PROPERTY AND BULLETIN BOARDS

7.1 When requested in writing, the Borough Council will allow the Police FOP to conduct meetings on Borough property at the sole discretion of the Borough. In cases of emergency, a verbal request will be honored subject to a written confirmation being filed with the Council.

7.2 The Borough will provide bulletin boards for use by the Police FOP for posting announcements and notices relating to meetings and official Police FOP business, which shall be non-political in nature. All notices shall be approved for posting and signed by an FOP officer of his designee.

## ARTICLE 8

### SAFETY AND WORKING CONDITIONS

8.1 The Police FOP and Borough Council mutually agree that the safety of our Police Officers and protection of our community is of the utmost importance, and, with this in mind both parties agree: A Regular Police officer shall be limited to twelve (12) hours of Patrol Duty per day unless ordered by the Chief of Police for emergencies.

8.2 All officers shall care for and make proper use of tools, equipment and clothing issued by the Borough. Destruction of, or abuse of property shall be cause for disciplinary action as outlined in the Police Manual. The Borough agrees to maintain all police equipment and patrol vehicles in the safest working condition at all times.

8.3 An officer shall notify his supervisor of all hazardous safety conditions of any equipment. Any equipment deemed hazardous by a supervisor shall be put out-of-service and the supervisor will notify the Chief of such action.

8.4 All overtime shall be pursuant to the specification of Article 11 of this Agreement.

## ARTICLE 9

### LEAVE OF ABSENCE

9.1 In the event of sickness or injury all officers covered under this agreement may be granted a leave of absence by the Director of Public Safety up to but not in excess of one year from the date of request. A leave of absence request due to sickness or injury shall be accompanied with a medical certification from a physician recognized in the State of New Jersey to practice medicine setting forth the diagnosis and recuperation time required. The Borough reserves the right to have its medical staff evaluate an officer on sick leave and have a second opinion rendered.

## **ARTICLE 10**

### **PROMOTIONS**

10.1 It is agreed the Borough retains the right to maintain efficiency of the operations by determining the methods, the means and the personnel by which such operations are conducted. All promotions shall be made in accordance with the requirements of an N.J.S.A. 40A:14-129 and 130.

## ARTICLE 11

### HOURS OF WORK AND OVERTIME

11.1 The Borough shall regulate the hours of work the types of shifts and the classification and number of Police officers.

11.2 It is recognized that a tour of duty shall be (12) hours including two (2) paid 45 minute meal breaks and (2) fifteen minutes rest breaks. These breaks may be combined to two (2) one hour breaks at the discretion of the shift supervisor. The Chief of Police will attempt to scheduled work weeks so that the officers will generally maintain their normal tour of duty. This scheduling can only be done if safety of the Borough is assured and an adequate number of personnel is on each tour of duty in accordance with regularly accepted police standards. Officers assigned to an eight and one-half hour (8.5) hour shift shall be entitled to a paid one hour meal break. Officers assigned to a ten and one-half hour (10.5) hour shift shall be entitled to one (1) paid one hour meal break and two (2) fifteen minute rest breaks.

11.3 All officers assigned to the Detective Bureau are to be scheduled to work eighty-four (84) hours a pay period as officers assigned to the patrol division. These hours are to be set by the Chief of Police in accordance with regularly accepted police standards. Assignment to the Detective Bureau is a lateral assignment made by the Chief of Police.

11.4 If a vacancy occurs because of sickness, vacation or absence of an officer, or if additional officers are needed, the vacancy shall be filled after recommendations of the Chief of Police and the approval of the Director of Public Safety.

11.5 All officers covered under this agreement shall receive overtime pay for call back duty or extended tours of duty hours worked above and beyond the assigned working scheduled as so proclaimed by the Chief of Police during any declared emergency. All overtime hours in any given period of fourteen (14) consecutive days, beginning on Friday and extending to and including the second following Thursday, shall be paid at the rate of time and one-half with such payment being made in the following regular pay. Overtime shall be calculated on a weekly basis and shall be paid bi-weekly.

11.6 All personnel in the bargaining unit shall receive normal pay for any approved absences.

11.7 All full-time police officers who are called in for non-scheduled work will be guaranteed a minimum of three (3) hours work.

11.8 In the event of illness or absence, a police officer shall notify the Borough authorities at least two (2) hours before his scheduled reporting time. If the duration of the illness is not known, daily call-in for illness will be required. A doctor's certificate will be required after three (3) days absence.

11.9 A full-time officer off duty who must appear in Municipal Court on Borough Business shall receive overtime at the rate of time-and-one-half for all time spent in court. Such pay shall be calculated in the following manner: The officer shall start receive pay by signing in, this to be no more than one-half (1/2) hour prior to scheduled court starting time. He shall continue to receive overtime pay during all recesses and shall sign out at the conclusion of all his related cases and also will sign out for lunch or for personal time spent.

11.10 A full-time officer will have first option to work any unscheduled overtime on the basis of sergeant for sergeants, and patrolman for patrolman. Special officers or part-time patrolmen can be utilized when the full-time officers do not accept the offer to work overtime.

11.11 Comp Time may be accumulated pursuant to FLSA. Utilization is subject to the chief's approval. Any and all scheduled or unscheduled call in for duty such as but not limited to in-service schools, departmental training, special events, meetings, etc. or where compensatory time is being offered by the Chief of Police shall be at the discretion of the officer. The officer shall have the right to request overtime pay or compensatory time for the above listed items and compensatory time shall follow the guidelines of the Fair Labor Standards Act.

11.12 Effective 2008, the contract shall provide comp time of 52 hours annually to offset the 2184 work schedule. Effective January 1, 2009 that comp time shall be increased to 78 hours annually. Effective January 1, 2010 the comp time shall increased to 104 hours annually. This comp time shall not be approved if it will create overtime. However, once approved, it will not be cancelled because someone else on the shift is absent. Comp time requests will not be unreasonably denied.

11.13 Effective 2/14/08, all sergeants are to be compensated with comp time for monthly staff meetings.

11.14 Officers working outside employment where payment is made to the Borough by outside contractors and the Borough making payment to the officers will be:

2008 - \$45.00 per hour  
2009 - \$50.00 per hour  
2010 - \$55.00 per hour



ARTICLE 12

SALARIES

SALARIES	02/15/06	01/01/07	01/01/08	01/01/09	01/01/10
	4.0%	4.0%	4.0%	4.0%	4.0%
Ptlm. A	39,766.23	41,356.88	43,011.16	44,731.61	46,520.87
Ptlm. B	45,729.91	47,559.11	49,461.47	51,439.93	53,497.53
Ptlm. C	50,615.58	52,640.20	54,745.81	56,935.64	59,213.07
Ptlm. D	56,693.75	58,961.50	61,319.96	63,772.76	66,323.67
Ptlm. E	58,967.83	61,326.54	63,779.60	66,330.78	68,984.01
Ptlm. F1	67,097.10	69,780.98	72,572.22	75,475.11	78,494.11
Ptlm. F2	67,716.00	70,424.64	73,241.63	76,171.30	79,218.15
Ptlm. F3	68,952.62	71,710.72	74,579.15	77,562.32	80,664.81
Ptlm. F4	69,570.34	72,353.15	75,247.28	78,257.17	81,387.46
Detective	66,446.00	69,103.84	71,867.99	74,742.71	77,732.42
Det. 1	68,105.95	70,830.19	73,663.40	76,609.94	79,674.34
Det. 2	68,734.40	71,483.78	74,343.13	77,316.86	80,409.53
Det. 3	69,988.90	72,788.46	75,700.00	78,728.00	81,877.12
Det. 4	70,617.35	73,442.04	76,379.72	79,434.91	82,612.31
Sergeant	70,471.87	73,290.74	76,222.37	79,271.26	82,442.11
Sgt. 1	72,821.09	75,733.93	78,763.29	81,913.82	85,190.37
Sgt. 2	73,492.46	76,432.16	79,489.45	82,669.03	85,975.79
Sgt. 3	74,834.02	77,827.38	80,940.48	84,178.10	87,545.22
Sgt. 4	75,505.40	78,525.62	81,666.64	84,933.31	88,330.64
Det. Sgt.	71,769.31	74,640.08	77,625.68	80,730.71	83,959.94
Det. Sgt. 1	74,161.45	77,127.91	80,213.03	83,421.55	86,758.41
Det. Sgt. 2	74,844.75	77,838.54	80,952.08	84,190.16	87,557.77
Det. Sgt. 3	76,212.55	79,261.05	82,431.49	85,728.75	89,157.90
Det. Sgt. 4	76,895.85	79,971.68	83,170.55	86,497.37	89,957.26

Salary Guide above includes longevity.

12.1 All employees on Step ABC who are assigned to Detective shall receive ½ increase in year 1 and ½ increase in year 2. All employees on Step DEF promoted to Detective will get the full increase. This shall not affect any officer already holding that position prior to the signing of the contract.

12.2 For each year of the contract, officers working in a higher job classification shall receive the equivalent pay scale for the higher classification, payable

from the first day working in said higher job classification. Any promotion of an officer eligible for longevity increases will be at the level of longevity that the officer has at the time of promotion. Computed salaries included longevity and holiday pay.

12.3 Effective January 1, 2008 all employees who are certified EMTs shall receive \$500 per year payable thirty (30) days after adoption of budget.

12.4 Pay checks will be available on Thursday no later than 16:30.

ARTICLE 13

HOLIDAYS, HOLIDAY PAY AND LONGEVITY

13.1 The following holidays shall be recognized by the Borough:

- x New Years Day
- Martin Luther King's Birthday
- Washington's Birthday
- Good Friday
- x Memorial Day
- x July 4<sup>th</sup>
- x Labor Day
- Columbus Day
- Veterans Day
- x Thanksgiving Day
- Day after Thanksgiving
- One-half day Christmas Eve
- x Christmas Day
- One-half day New Year's Eve

13.2 Holiday pay shall be paid and included in the salaries of each officer.

13.3 Holiday pay will not be paid to any officer on a leave of absence without pay or who is on a suspended status.

13.4 If a recognized holiday falls during the officer's vacation period, an officer shall have the option of receiving one extra day's pay, or one extra vacation day with written notice to the Chief of Police seven (7) days prior to vacation.

13.5 Longevity will be paid at the following levels:

FIVE YEARS	3.5%
TEN YEARS	4.5%
FIFTEEN YEARS	6.5%
TWENTY YEARS	7.5%

Longevity pay will be included in the salary of the member and paid as part of the salary.

## ARTICLE 14

### SICK LEAVE

14.1 Accumulated sick leave will not be credited to any officer prior to January 1, 1991 when officers became entitled to fifteen (15) sick days per year which could accrue without limit. Effective January 1, 1997, officers will be entitled to thirteen (13) sick days per year which may accrue without limit to those already accumulated from January 1, 1991.

14.2 Upon eligibility for police and fire pension benefits, for either service or disability reasons, unused accumulated sick days shall be paid at 60% of the officer's final salary value, not to exceed a total payment of \$15,000. Such payment shall be made upon the officer's actual requirement pursuant to the police and fire pension plan.

## ARTICLE 15

### PERSONAL HOLIDAYS

15.1 Members of the Palmyra Police Association / FOP shall receive three (3) paid holidays per calendar year. Officers must notify the Chief 2 hours prior to the day the officer desires a personal holiday leave and approval must be given in accordance with the past practice.

## ARTICLE 16

### VACATIONS

16.1 Permanent officers shall be granted vacation leave as follows based on twelve hour duty tours.

1. Start to first year anniversary – six (6) hours per month-limit thirty six (36) hours 3
2. After one full year of employment – sixty (60) hours 5
3. After two full years of employment – one hundred and eight (108) hours 7
4. After six full years of employment – one hundred and fifty six (156) hours 13
5. After fourteen full years of employment – two hundred and twenty eight (228) hours. 19

16.2 In the event an officer desires to forego a vacation or part thereof, and wishes to serve a duty during that period, he is given the right to do so, however, notification of his desire to work during the vacation must be approved by the Chief of Police, and said approval will only be considered if an emergency state arises, threatening the safety of the Borough.

16.3 The scheduling of vacations shall be determined by the Chief so that there will be appropriate police coverage for the municipality at all times. Vacation pay will be computed based on the annual salary of the officer. Vacation time for all officers will be scheduled and taken within the anniversary year it is earned.

16.4 In the event an officer terminates employment before the end of any calendar year, the total of the officer's vacation pay hereunder shall be paid on a pro rata basis.

**ARTICLE 17**

**MILEAGE**

Mileage for Borough business shall be reimbursed at a rate of \$.25 per mile, when approved by an authorized signer, submitted on the proper form, and approved by the Chief of Police.

## ARTICLE 18

### SENIORITY

Seniority is defined as the length of an officer's accumulated, continuous, permanent employment with the Borough. Seniority shall be the only determining factor in computing vacation time and longevity. Salary shall be determined by the length of time in each pay grade.



**ARTICLE 19**

**SHIFT DIFFERENTIAL**

19.1 Shift differential should be paid in the last regular paycheck in each month to all officers in the bargaining unit at the rate of 5%. Shift differential pay shall be paid for approved time worked between the hours of 7:00 p.m. and 7:00 a.m. or any part thereof for scheduled work hours.

## ARTICLE 20

### EDUCATION

20.1 The Borough will excuse from duty any officers who are taking continuing education courses or courses from a certified accredited college which is recognized by the State of New Jersey. All courses will be police related in nature and shall be approved as such by the Chief of Police.

20.2 Upon the completion of the approved courses the officer will be reimbursed 100% of the basic tuition and college assessed fees, together with 100% for the cost of textbooks, providing the officer has maintained a passing grade.

20.3 A. The Borough agrees to pay ten dollars (\$10.00) per credit to any police officer who has gained credit for approved college courses, with the provision that no credits will be considered for payment achieved prior to the officer's date of hire by the Borough. The Borough will make one \$10.00 payment for each approved credit and all parties agree that payment for credit are not to accrue in any fashion or carry through any future year.

B. Payment will be paid in the month of January of the following year after certification of the credits are made to the Director of Public Safety in writing.

C. The Borough will make payment of \$250.00 over Base Salary for an Associates Degree. \$500.00 over Base Salary for a Bachelor's degree, and \$750.00 over salary for a Masters Degree. Certification of the degree is made to the Director of Public Safety in writing in order for the payment to be made.

ARTICLE 21

PAYROLL DEDUCTIONS

21.1 The Borough shall, upon request of an officer, make a prescribed payroll deduction from an officer's salary to two (2) designees: A. Palmyra Police Association / FOP. B. Any bank.

21.2 The following format shall be used when requesting a payroll deduction and must be signed by the requesting officer: A. I, (name)\_\_\_\_\_ hereby authorize the Borough of Palmyra to deduct from my regular salary (amount)\_\_\_\_\_. This amount shall be forwarded from the Borough of Palmyra in my name to (designee) \_\_\_\_\_ effective \_\_\_\_\_ (start) \_\_\_\_\_ and terminating on \_\_\_\_\_ (end)\_\_\_\_\_.

\_\_\_\_\_  
(officer's signature)

## ARTICLE 22

### HEALTH AND WELFARE BENEFITS

22.1 The Borough agrees to provide the following Health and Welfare benefits as stated.

22.2 The Borough will indemnify and save harmless members of the Association (regular officers) from civil liability for false arrest.

22.3 Whenever an officer of the Palmyra Police Departments is a defendant in any action or legal proceeding arising out of or directly related to the lawful exercise of police powers in the furtherance of his official duties, the Borough Council shall provide him with necessary means for the defense of such action or proceeding but not for his defense in a disciplinary proceeding instituted against him by the Borough Council or Police Chief or in a criminal proceeding instituted as a result of a complaint on behalf of the Borough. If any such disciplinary or criminal proceeding instituted by or on a complaint of the municipality shall be dismissed or finally determined in favor of the officer, he shall be reimbursed for the expense of the defense.

22.4 The Borough shall contribute for each officer to the Police and Firemen's Pension System as required by law.

22.5 The Borough shall make payment and provide each retired officer and his/her spouse with benefits substantially the same or better than the State Health Benefits Plan. Provided however, that a member who was qualified for retirement under a State administered pension program with twenty-five (25) years of service or more and who has elected not to retire, who is still in the employment of the Palmyra Police Department at the time of his death, his or her spouse shall be entitled to the same

benefits as if the member had retired prior to his or her death. The spouse's benefits end at the age of Medicare eligibility.

22.6 The Borough shall provide a fully paid \$30,000 Group Life Insurance Policy to all officers.

22.7 In the event that an officer wears safety eyeglasses or contact lenses prescribed by an Ophthalmologist or Optometrist, the Borough agrees to repair, replace or reimburse without cost to the officer any such appliance damaged in the line of duty. This provision shall not apply to non-prescription sunglasses. Safety eyeglasses or contact lenses prescribed by an Ophthalmologist or Optometrist will be supplied on the basis of one (1) pair per calendar year by the Borough. The Borough shall pay for one (1) eye examination each calendar year.

22.8 The Borough shall provide at no cost to any officer Bollinger Dental Policy #GD2589 (with orthodontics to \$1,000.00) or plans which are equivalent or better in levels of benefits to those provided under the above plans.

22.9 The Borough shall provide the State Health Benefit Plan and Prescription Plan. The current prescription cost under NJSHB is as follows (subject to NJSBH amendment) Aetna & Cigna HMO's 30 day supply - Generic \$5.00, Preferred Brands \$10.00 and Other Brands \$20.00. Mail Order 90 day Supply - Generic \$5.00, Preferred Brands \$15.00 and Other Brands \$25.00. Blue Cross NJ Direct 10 & Direct 15 90% reimbursement. Effective January 1, 2010 the contract shall provide for monthly contributions of \$30.00 per officer toward medical / prescription insurance premiums. The Borough shall establish a Section 125 account allowing the employees to make this contribution with pre-tax dollars.

22.10 It is expressly agreed and understood by and between the parties that the Borough retains the right to change insurance carriers for all insurance benefits provided to officers under this Agreement so long as the new plan provides substantially equivalent or better benefits.

22.11(a) In the event that a member of the Palmyra Police FOP comes under investigation by any agency other than the Palmyra Police Department, and this investigation requires the seizing or confiscation of the member's duty weapon, but does not yet involve criminal, administrative or other charges against the member, then the member will receive his full pay and benefits, including payments into the police and fire pension system, as per contract, during the investigation.

(b) Additionally, the member may be permitted to work a light duty detail, if such duty is available for the member. Determination of the availability of the light duty detail for the member in question shall be made by the Chief of Police, with the advice and consent of the Mayor and Council.

(c) The member may use his or her vacation time and sick time in lieu of the light duty detail, or if the light duty detail is not available to the member.

## ARTICLE 23

### CLOTHING AND MAINTENANCE ALLOWANCE

23.1 It is recognized that the officers in this bargaining unit are required to wear uniform in accordance with the department rules and regulations and that detectives are non-uniformed but are required to wear plain clothes while in the performance of their duties. Accordingly, it is agreed that each officer is entitled to purchase new uniforms for each contract year. The uniforms and equipment purchase allowance for each year as prescribed by the Chief is established at \$800.00 per officer. This allowance may be used for the purchase of uniforms and other police related equipment. This allowance is to be made available to cover officers beginning January 1<sup>st</sup> of each year. The Borough shall make payment directly to the uniform or equipment vendor after receiving the invoice and a properly completed voucher. Payments shall be made on behalf of each officer up to the \$800.00 contract year allowance. Members are also entitled to a \$200.00 one time uniform allowance subsequent to promotions. Detectives who are unable to buy required clothing or equipment through vouchers will be reimbursed within 45 days of submitting the receipts with a voucher to the Chief of Police for approval by the Borough. Effective 2008 the uniform benefit, currently in two parts (\$800 and \$650) shall be in the single total amount of \$1,450, still subject to contractual voucher requirements.

23.2 Until December 31, 2007 a payment of up to \$650.00 per man year will be paid for Uniform Clothing Maintenance. Payment will be made upon presentation of vouchers.

23.3 All Departmental issued Uniforms or Equipment damaged while on duty is to be replaced by the Department and not to be deducted from any uniform allowance or maintenance account.

23.4 Initial issue equipment to be provided by the department to all new hired officers. See attached list.

23.5 New hire equipment and uniform initial use:

**Class "A" Uniform**

- Three Long sleeve shirts
  - Silver buttons
  - Department Patch
  - Special Unit Patch (if applicable)
- Three Short Sleeve Shirts
  - Silver Buttons
  - Department Patch
  - Special Unit Patch (if applicable)
- Three Pairs of Pants (with stripe)
- One Dress Hat
- One Crushed Hat
- Two Ties

**Class "B" Uniform**

- One Long Sleeve Shirt (BDU Style)
  - Departmental Patch
  - Badge Patch
  - Name Patch
- One Short Sleeve Shirt (BDU Style)
  - Departmental Patch
  - Badge Patch
  - Name Patch
- One Pair of Pants with Stripe (BDU Style)
- One Baseball Hat with Departmental Patch

**Leather Gear**

- One Duty Belt
- One Garrison Belt (Under Belt)
- One Duty Holster
- One Expandable Baton Case
- One Side Handle Baton Ring
- One Ammunition Pouch
- One Chemical Agent Pouch



Six Belt Keepers

**Nylon Gear**

- One Duty Belt
- One Garrison Belt (Under Belt)
- One Duty Holster
- One Handcuff Case
- One Expandable Baton Case
- One Side Handle Baton Ring
- One Ammunition Pouch
- One Chemical Agent Pouch
- Six Keepers

**Coats**

- One Winter Coat
  - Departmental Patch
  - Special Unit Patch (If applicable)
- One Light Weight Jacket (Spring/Fall)
  - Departmental Patch
  - Special Unit Patch (If applicable)
  - Badge Patch
- One Rain Coat

**Shoes**

- One Pair Dress Shoes
- One Pair Military Style "JUMP" Boots

**Miscellaneous**

- One Shirt Badge (With Badge #)
- One Winter Coat Badge
- One Hat Badge
- One Set of Collar Insignias (PP/NJ)
- One Engraved Name Tag
- One Whistle (Silver)
- One Engraved Tie Bar
- One Pair of Handcuffs
- One Expandable Baton
- One Side Handle Baton
- One Canister of Chemical Agent
- One Rechargeable Flashlight
- One Soft Body Armor Vest
- One Traffic Vest

## ARTICLE 24

### BEREAVEMENT LEAVE

24.1 If a death occurs to an employee's spouse, minor child or minor stepchild the employee will be excused from work for ten (10) calendar days starting on the day of the death.

24.2 If the death occurs to a member of an employee's immediate family the employee will be excused from work for five (5) calendar workdays starting with the date of death.

24.3 If a death occurs to other members of an employee's family the employee will be excused from work 1 calendar day of the funeral.

24.4 Definition:

(a) The phrase "member of an employee's immediate family" shall mean mother, father, stepparent, brother, sister, stepbrother, stepsister, parent-in-law, grandparent and grandchildren.

(b) The phrase "other member of an employee's family" shall mean aunt, uncle, nephew, niece, cousin and all other "in-law" relationships.

**ARTICLE 25**

**DEFINITION OF TERMS**

25.1 As stated herein the Borough shall also mean the Borough of Palmyra and all members of management not included in the Police Association / FOP.

25.2 Regular officer shall mean an officer, full-time officer or patrolman, sergeant, detectives and members of the Palmyra Police Association / FOP.

## ARTICLE 26

### LEGAL APPLICATION

26.1 Either party to this agreement may seek legal relief or enforcement of the provisions herein at their expense.

26.2 In the event that any provision of this Agreement by and between the parties shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction to be invalid or un-enforceable, the remainder of the provisions of such Agreement shall not be affected thereby, but shall be continued in full force and effect.

26.3 It is further agreed that, in the event any provisions are finally declared to be invalid, or un-enforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause, or clauses.

**ARTICLE 27**

**EXISTING BENEFITS AND CONTRACT**

27.1 All existing Borough ordinances pertaining to mandatory negotiable terms and conditions of employment for members of the bargaining unit will not be changed.

## ARTICLE 28

### CONTRACT PERIOD

28.1 This Agreement shall be effective January 1, 2006. It shall be binding upon the Borough and the Police FOP until December 31, 2010 and thereafter, from year to year, unless either party hereto shall notify the other, in writing, at least six (6) months prior to the expiration of the term or any extended term of the Agreement of a desire to make a change in the Agreement or re-negotiate a new contract.

28.2 If either party gives notice to the other pursuant to Section 26.1, then within ten (10) days from the service of said notice, representatives of the Borough and the Police FOP shall meet and begin discussions and negotiations.

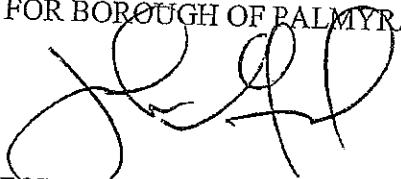
ARTICLE 29

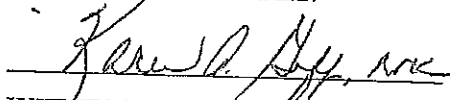
RETIREES

29.1 Any officer who qualified for retirement under a State administered pension program with 25 years of service shall continue to receive those benefits as provided for in the contract year of retirement and shall not be affected by any future additions and/or alterations in any contract negotiated between the Palmyra Police FOP and the Borough of Palmyra.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under their hands and seals.


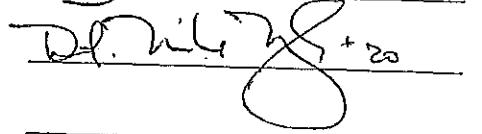
FOR BOROUGH OF PALMYRA, PUBLIC SAFETY COMMITTEE:

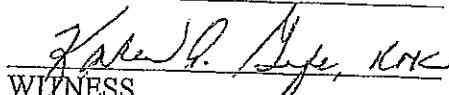


  
WITNESS

FOR PALMYRA POLICE ASSOCIATION /

FOP::

  
WITNESS

Date: 5/28/08