

AGREEMENT
BOROUGH OF BUENA
AND
BUENA POLICE DEPARTMENT

PBA LOCAL #266

JANUARY 01, 2013 – DECEMBER 31, 2016

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AGREEMENT

AGREEMENT, dated the 9th day of *September 2013*, by and between the Borough of Buena, a municipality of the County of Atlantic, in the State of New Jersey, (hereinafter referred to as the "Borough"); and the VINELAND/BUENA POLICEMAN BENEVOLENT ASSOCIATION LOCAL 266 (hereinafter referred to as the "ASSOCIATION").

ARTICLE ONE

PURPOSE

This Agreement is entered into pursuant to the provision of Chapter 303, Laws of 1968 (N.J.S.A. 34:13A-51, etc. and as amended) of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the Borough and the employees; to prescribe the rights and duties of the Borough and employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interest of the people of the Borough of Buena and its employees and the Borough.

ARTICLE TWO

RECOGNITION

It is the intention of the parties that this Agreement be construed in harmony with the Rules and Regulations of the State of New Jersey Department of Personnel, Chapter 303 of the Laws of 1968, as amended, the Statutes of the State of New Jersey, the Ordinances of the Borough of Buena, and the Rules and Regulations of the Police Department, but, no Ordinance of the Borough or rule and regulation of the Department shall amend or alter any agreed upon term of the contract.

The Borough recognizes the Association as the sole and exclusive representative of those certain employees in the Police Department of the Borough of Buena for the purpose of collective negotiations concerning salaries, wages and other terms and condition of employment. For the purposes of this Agreement, an employee or employees are those employees in the following titles pursuant to the certification Docket No. RO-97-51 by the State of New Jersey, Public Employment Relations Commission dated November 26, 1996, as authorized by the New Jersey Employer - Employee Relations Act of 1968, as amended, as follows:

All police personnel serving in the grade of fulltime Patrolmen and Sergeant of the Borough of Buena Police Department, but excluding the Chief of Police, Lieutenant of Police, professional employees, confidential employees, craft workers, dispatchers and supervisors within the meaning of the Act.

ARTICLE THREE

MANAGEMENT RIGHTS

All of the authority, rights and responsibilities possessed by the Borough are retained by it.

Subject to the terms of this agreement, it is the right of the Borough through and by the Director of Public Safety and the Chief of Police (or officer-in-charge), as it applies to the law, to determine the standards of service to be offered by its employees; determine the standards of selection of employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the amount of overtime to be worked; determine the methods, means and personnel by which its operation are to be conducted; determine the content of work assignments; schedule the hours; take all necessary actions to carry out its mission in

emergencies; and exercise complete control and discretion over its organization and the technology of performing its work in conformance with the law of the State of New Jersey and the United States of America.

ARTICLE FOUR
P.B.A. REPRESENTATIVES

- A. Pursuant to 40A:14-177, the Borough agrees to give a leave of absence with pay to duly authorized representatives of the PBA to attend any State or National convention of such organization provided seventy-two (72) hours written notice is given to the Chief of the Department. A certificate of attendance at the State Convention shall, upon request, be submitted by the representative so attending. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention.
- B. Authorized representatives of the association, whose names shall be filed in writing with the Director of Public Safety, shall be permitted to visit Police Headquarters or the Office of the Director of Public Safety, for the purposes of processing grievances. This right shall be exercised reasonably. The Association representatives shall not interfere with the normal conduct of the work of the Police Department and Association representatives shall to be unreasonably denied access to any employee seeking the assistance of the Association or the Association seeking to confer with an employee/member.
- C. The PBA representative will be released from duty with no loss of pay to attend the monthly PBA meeting if adequate manpower is available and his absence will not adversely affect operations as determined by the Chief of Police (or officer-in-charge).

ARTICLE FIVE
NONDISCRIMINATION PERSONNEL FILES AND
POLICE PERSON'S BILL OF RIGHTS

A. Non Discrimination

Section 1: The provisions of the Agreement shall be applied equally to all employees without discrimination as to age sex, marital status, race, color, creed, national origin or political affiliation. Both the borough and the Association shall bear the responsibility for complying with this provision of the Agreement.

Section 2: All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3: The Borough agrees not to interfere with the rights of employees to become members of the Association. There shall be not discrimination, interference, restraint or coercion by the Borough or any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended, or the Agreement.

Section 4: The Association recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

B. Personnel Files

Section 1: The employer agrees to maintain personnel file for each employee covered under this contract and further agrees that such files will be maintain in a secure place. A police officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times provided that the Chief of Police or his designee is present at time of such inspection. Any request for such inspection shall be submitted to the Chief of Police prior to such inspection.

Section 2: Whenever a written complaint concerning an Officer of 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 if he so desires and he shall be permitted to place said rebuttal in his file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant. All personnel file will be carefully maintained and safeguarded permanently, and nothing permanently placed in any files shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

C. Departmental Investigations

In an effort to insure that Departmental Investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogation shall take place at a location designated by the Chief of Police (or officer-in-charge). Usually it will be at the Police Headquarters or the location where the incident allegedly occurred.
3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegation should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association Representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond on (1) hour for consultation with his Association representative.
7. In cases other that Departmental Investigations, if an officer is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decision of the United States Supreme Court.
8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.

ARTICLE SIX
NO-STRIKE PLEDGE

Section 1: The Association covenants and agrees that during the term of this agreement, neither the Association nor any person acting in its behalf will cause, authorize or support any strike (e.g. the concerted failure to report for duty, or willful absence of any employees from their positions, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Borough. The Association agrees that such action would constitute a material breach of this Agreement.

Section 2: In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement, shall be deemed ground for immediate termination of employment of such employee or employees.

Section 3: The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Borough.

Section 4: Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE SEVEN

WAGES

Section 1: The Borough agrees to increase the wages of employees during the term of this Agreement as follows:

January 1, <u>2014</u>	2.0%
January 1, <u>2015</u>	2.0%
January 1, <u>2016</u>	2.0%

The employees hereunder shall be paid wages for the term of this Agreement as set forth in the schedule of wages which is annexed hereto as Schedule "A", and made a part hereof.

All wages shall be authorized by an appropriate Ordinance to be adopted by the Borough.

Patrolmen that are hired on or before August 31 of any year shall be entitled to advancement to the next step on January 1st of the following year. Patrolmen that are hired between September 1st and December 31st of any year shall be entitled to advancement to the next step on their second January 1st of employment.

Section 2: Up Grading Pay For New Patrolman. Any New Patrolman hired on or after January 1, 2009 shall receive yearly wage increases in accordance with the Borough of Buena Wage Guide set forth on Schedule A, on the anniversary date of hire until such new Patrolman reaches the top Patrolman's salary listed in said wage guide. A new Patrolman shall become eligible for the step increase to top Patrolman's pay on January 1st of the year following the fifth (5TH) year step increase. This provision shall not affect any Patrolman hired prior to January 1, 2009, each of whom shall be entitled to receive

step increases in accordance with the wage guidelines set forth in Schedule A on the first day of each year.

Section 3: Longevity. No employee is entitled to longevity pay.

Section 4: Shift Differential. Any Police Officer covered by this Agreement shall be entitled to a fifty (\$.50) cent per hour shift differential for each hour worked between the hours of 11:00 p.m. through 7:00a.m.

Section 5: Optional Position. *There shall be included a non-Civil Service title of Corporal for an existing full-time officer, at a stipend of \$500 annually, who serves at the pleasure of and is named by the Chief (or officer-in-charge)/Public Safety Director.*

ARTICLE EIGHT

VACATIONS AND PERSONAL DAYS

Section 1: All employees hereunder shall receive the following annual leave for vacation and personal day purposes (and based on a five day, eight hour shift, forty hour week), with pay in and for each calendar year, except as otherwise provided; up to one (1) year of service, one (1) working days' vacation for each two (2) months of service; after one (1) year and up to five (5) years of service, twelve (12) working days' vacation; after five(5) years and up to ten (10) years of service, fifteen (15) working days' vacation; and after ten (10) years of service, eighteen (18) working days' vacation.

It shall be understood that a personal day and/or a vacation day shall be equal to one working day for eight, ten, or twelve hour shifts. It shall also be understood that sick days shall be counted as day for day. Example: for both accrual and expenditure purposes a person working forty hours per week should receive the same amount of time whether working five eight hour shifts or four ten hour shifts.

Section 2: In order not to hamper proper and efficient police operation, both parties agree that scheduling of vacations shall be at the discretion of the Borough and the following conditions shall be observed in such scheduling:

- (a) No employee shall be permitted to take more than one (1) consecutive week of vacation at one time unless approved by the Chief of Police (or officer-in-charge), in advance
- (b) Vacation period assignments during June, July and August shall be based exclusively upon seniority among the employees.
- (c) No employee shall be assigned more than one week vacation during June, July and August unless approved by the Chief of Police (or officer-in-charge).
- (d) Where in any calendar year the vacation or any part thereof is not granted and taken by reason of pressure of the Police Department's business, as determined by the Director of Public Safety or the Chief of Police (or officer-in-charge), such vacation periods or parts

thereof not granted shall accumulate and shall be granted and may be taken during the next succeeding calendar year only.

Section 3: An employee's rate of vacation pay shall be based on the employee's regular base rate of pay.

Section 4: Vacation pay will be granted to employee's terminating their employment. The number of vacation days to be granted will be the proportional number accrued during the year of termination. In the event employment is terminated for any reason and, at the time of termination, the number of vacation days taken by the employee exceeds the number of vacation days actually accrued to the date of termination; the Borough shall be entitled to an adjustment at the time of termination.

Section 5: Personal Days.

- (a) All employees under this contract shall be entitled to personal days as provided for in Section 5(b) of this article, which days may be utilized to enable an employee to attend to matters involving his or her immediate family, legal matters, or for other good cause as approved by the Chief of Police.
- (b) Every Police Officer shall have four (4) personal days available for use, in accordance with the provisions of Section 5(a) of this article, during the term of this contract.
- (c) Personal days shall not be cumulative, and those personal days allotted must be taken between January 1st and December 31st of each contract year.
- (d) Personal days may only be taken upon approval of the Chief of Police (or officer-in-charge), and whenever possible at least three (3) days' notice shall be given to the Chief (or officer-in-charge) of an employee's desire to utilize a personal day.

ARTICLE NINE

HOLIDAY PAY

Section 1: The Borough of Buena recognizes thirteen holidays per year. A list of those holidays will be posted annually.

Section 2: All holidays have been included in base pay, effective January 1, 2008 and the cash payment of holidays which existed prior to this change was discontinued and rolled into base pay. Employees shall be required to work holidays pursuant to their schedule without additional compensation.

ARTICLE TEN

SICK LEAVE

A. Service Credit for Sick Leave.

- 1. All employees shall be entitled to sick leave with pay as specified hereunder.
- 2. Sick leave for purposes herein is defined to mean an employee's absence from duty for one of the following reasons:

- a. a personal illness by reason of which such employee is unable to perform the usual duties of his position; or
- b. exposure to a contagious disease; or
- c. a short period of emergency attendance upon a member of his immediate family seriously injured or ill and requiring the presence of such employee; or
- d. death in the immediate family.

For purposes of this agreement, "member of immediate family" is interpreted to mean a spouse, child, father, mother, sister, brother, foster child, step children, or any relatives residing in the household.

B. Amount of Sick Leave.

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment, and fifteen (15) working days in every calendar year thereafter, said days accruing, as earned at the rate of one-fourth (1-1/4) days per month.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employees' credit from year-to-year, to be used if and when needed for such purpose.
3. It shall be understood that a sick day shall be equal to one working day for eight, ten, or twelve hour shifts. Example: for both accrual and expenditure purposes a person working forty hours per week should receive the same amount of time whether working five eight hour shifts or four ten hour shifts.

C. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that entitle him to sick leave, his shift commander shall be notified prior to the employee's stating time.
 - a. Failure to so notify his shift commander may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
 - b. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

D. Verification of Sick Leave.

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days or totaling more than ten (10) days in one calendar year, may be required to submit acceptable medical evidence substantiating the illness from a physician acceptable to the Borough. Furthermore, the Borough may require such an employee to be examined by the Borough designated physician at the expense of the Borough.
2. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required prior to the employee's return to work.
3. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and his return will not jeopardize the health of other employees

ARTICLE ELEVEN

DISABILITY LEAVE

If any employee is incapacitated and unable to work because of any injury sustained in the performance of his police duties, as evidenced by certificate of a Borough designated physician or other doctor acceptable to the Borough, he shall be granted in addition to his annual sick leave with pay or any accumulations thereof, leave of absence without pay for a period of up to sixty (60) calendar days or so much thereof as may be required, as evidenced by certificate of the Borough designated or accepted physician, but no longer than a period of which workmen's compensation payments are allowed. The Borough of Buena shall supply the employee with funds that supplement any disability payments so that the employee receives payment equal to full pay, but no greater than their Borough Salary, for up to sixty days.

If at the end of such sixty (60) calendar day period the employee is unable to return to duty, a certificate from the Borough designated or accepted physician shall be presented, certifying to this fact, and the employee may elect, if he or she so desires, to use all or any part of the sick leave accumulated to supplement compensation payments so that combined compensation payments and sick leave allowance will approximate the employee's regular basic wage or salary payment.

During the period in which the full salary or wages of any employee on disability leave is paid by the Borough of Buena, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the Borough of Buena by the insurance carrier or the employee.

Whenever the Borough designated or accepted physician shall report in writing that the employee is fit for duty, such disability leave shall terminate and such employee shall forthwith report for duty.

"Light duty" may be offered for injuries sustained on duty. That light duty may be in any position within the Borough as determined by the Business Administrator or Mayor in consultation with the Chief or Public Safety Director (or officer-in-charge).

Any employee on injury leave resulting from injury while on duty shall continue to accrue sick leave credits while he/she remains on the payroll and/or collects Worker's Compensation. Sick leave shall not accrue while on Disability (this shall be understood to be state temporary disability and not actively on payroll).

ARTICLE TWELVE

LEAVE OF ABSENCE . . .

Any employee desiring leave without pay for personal reason shall make a request in writing to the Director of Public Safety not less than two (2) weeks in advance of the dates for which such leave is desire, except in the event of an emergency, stating the reason for the leave and the time requested. Leaves may be granted or denied at the discretion of the Borough.

Employees may not be gainfully employed during the period of such leave. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writhing.

ARTICLE THIRTEEN

OVERTIME

Section 1: Work performed prior to the commencement of a shift or work performed at the close of a shift shall not be considered overtime.

Overtime is hours worked when men are called in for a specific duty assignment from an off-duty or from between work shifts or when required to work in excess of fifteen (15) minutes after the end of a regularly scheduled shift.

Payment for overtime hours worked at the close of a shift shall be computed retroactively to the regular termination time of the shift, if in fact, work exceeds fifteen (15) minutes. If work does not exceed fifteen (15) minutes, no overtime pay is due. Furthermore, no overtime shall be worked nor shall any overtime be payable unless said overtime has been specifically authorized by the Chief of Police (or officer-in-charge)/Public Safety Director or his designee prior to its being worked.

Section 2: In the event an employee is required to work in excess of fifteen (15) minutes beyond the regular termination time of his shift, then in such event the hours worked in excess of fifteen (15) minutes shall be compensated for at the rate of time and one-half of his regular hourly base rate.

Section 3: In the event an employee is called in for a specific duty assignment while off-duty, such employee shall be paid for a minimum of two hours regardless of the time actually worked, at the rate of time and one-half of his regular hourly base rate of pay. In the event such duty assignment should exceed two hours, such employee shall continue to be paid at the rate of time and one-half of his regular hourly base rate of pay for all hours actually worked. This section shall not apply to Court appearances.

Section 4: Appearance in Municipal Court shall be with compensation to the employee. A patrolman who is required to appear in Municipal Court while on duty shall not receive additional compensation for such appearance. A Patrolman who is required to appear in the Municipal Court during off-duty hours shall be compensated at straight time rate for a minimum of four (4) hours, and a straight time rate for each hour in excess of four (4) hours. In the event an employee is required to appear during off-duty hours before any Grand Jury, in any Superior or other State Court, in any Federal Court, or at any New Jersey State Divisional Hearing outside the Borough of Buena, such employee shall be compensated at straight time for the hours spent at such hearing or shall be granted compensatory time off at the discretion of the Borough.

Section 5: Jury Duty

A regular full time officer who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid by the borough the difference between his job rate for eight (8) hours and the daily jury fee, subject to the following conditions:

(a) When the jury service is completed prior to 1:00p.m., the employee is required to telephone the Chief (or officer-in-charge) and report to work if requested.

(b) Time lost because of jury service will not be considered for purposes of computing overtime.

(c) The employee must notify the Chief (or officer-in-charge) immediately upon receipt on any communication regarding jury service.

(d) No reimbursement of wages will be made for jury service during holidays or vacation.

(e) At the chief's (or officer-in-charge) request adequate proof must be presented of time served on a jury and amount received for such services.

ARTICLE FOURTEEN

HEALTH BENEFITS

1. The Borough agrees to provide hospitalization insurance which includes traditional coverage, preferred provider organization, and health maintenance organization through the New Jersey State Health Benefits Plan (SHBP) as it may be amended from time to time, (or any other substantially equal health benefit plan) for all employees and eligible dependents coverage by the Agreement. This coverage shall be paid by the Borough for employees and eligible dependents provide that any deductible or co-payments required by the SHBP shall be the responsibility of the employee.
2. The Borough agrees to provide each employee with a Dental Plan with an insurance company selected by the Borough containing coverage as determined by the Borough. In lieu of coverage under the Dental Plan provided by the designated insurance carrier, the Borough will permit employees to elect to accept payment directly from the Borough as follows: The Borough will pay One Hundred (\$100.00) Dollars for each single Police Officer, Two Hundred (\$200.00) Dollars for each married Police Officer, and Three Hundred (\$300.00) Dollars for each married Police Officer who has one or more children. For convenience of making payment, the aforesaid payments in lieu of the insured Dental Plan shall be added to and included with the clothing allowance set forth in Article 18.
3. Additionally, the parties acknowledge and agree that the Borough will provide all employee covered by the agreement with prescription drug coverage through the State Health Benefits Program in accordance with the terms and condition of the program in which the Borough is enrolled. Employees shall be obligated to make co-pay payments in accordance with such program.
4. Life insurance coverage and a retirement plan are provided under the New Jersey Police and Fireman's Retirement System and in accordance with its requirements.
5. The Borough reserves the right to review and change the Health Benefits Coverage and /or Provider set forth above during this contract as long as the level of coverage provided is on balance appreciable comparable to the current coverage. Prior to any such change, the Borough will provide the PBA with thirty (30) business days' notice and will allow the PBA to review and compare the proposed new coverage with current coverage.

ARTICLE FIFTEEN

DEATH BENEFIT

In the event that any officer covered by this contract dies in the performance of his or her duties, the Borough shall pay the sum of Ten Thousand(\$10,000.00) Dollars to such officer's estate, Such payment shall be in lieu of accumulated vacation, sick days, personal day, holiday pay or any other benefit

provided for under this contract. Such payment shall be made regardless of the number or amount of accumulated vacation, sick days, personal days or holiday pay which may otherwise be payable to the officer under this contract. This provision shall not affect or limit any benefits to which such officer or such officer's estate may be entitled from the State of New Jersey or from the Police and Firemen's Retirement System.

ARTICLE SIXTEEN GRIEVANCES

Should any grievance arise during the term of this agreement, such grievance shall be submitted to the following procedure.

For the purpose of this agreement, a grievance is defined to be any controversy arising from the interpretation, application or violation of policies, agreement, and administrative decisions which affect any member of the bargaining unit and their terms and condition of employment.

Step 1: The employee shall submit his grievance in writing within five (5) days after the occurrence of the grievance, in duplicate, to the PBA Representative who, in turn, shall forthwith file one copy with the Chief of Police (or officer-in-charge) and said PBA Representation shall forthwith attempt to settle the matter of the grievance with the said Chief of Police. Failure to file his grievance in writing as aforesaid shall bar the employee from the right to proceed further with any grievance.

If the grievance is filed in writing as hereinbefore provided and the matter taken up between the PBA Representative and the Chief of Police (or officer-in-charge) fails to produce an amicable settlement of the matter, the grievance shall then proceed to Step 2.

Step 2: If no adjustment has been reached at Step 1, then within five (5) days after Step 1, the PBA Representative shall take the matter up with the Director of Public Safety and every effort shall be made to reach a mutually satisfactory solution. Failure of the Director of Public Safety to resolve the matter within thirty (30) days shall constitute a denial of the grievance.

Step 3: In the event the grievance is not resolved at the second step, the PBA or the Borough may refer the matter to impartial binding arbitration. Any party wishing to remove a grievance to arbitration shall notify the Public Employment Relation Commission that they are moving a grievance to arbitration and request that a list of arbitrators to be furnished to the employer and the employee. If the Borough and the employee cannot mutually arrive at a satisfactory arbitrator within thirty (30) days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator, The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and any such rules and regulation as may be in effect by the Civil Service commission of the State of New Jersey which might be pertinent, and render his award in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared equally by the Borough and the PBA. Any representative or officer of the PBA required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration.

The Borough and the PBA specifically agree that grievance matters shall proceed to arbitration only if submitted by the Borough or the PBA.

It is specifically agreed and understood that the grievance procedure shall not apply to any alleged violation by an employee of any rules, regulation and policies for the direction of the working force of the police department as promulgated by the Borough or its designated representatives pursuant to the management rights clauses of the agreement. The Association agrees that the adoption and promulgation of any such rules, regulation and/or policies is within the absolute prerogative of the Borough.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, the grievance procedures herein established by this Agreement between the Borough and the Association shall be utilized for any dispute covered by the terms of this Agreement or affecting the employees covered hereunder.

ARTICLE SEVENTEEN
TRAINING REIMBURSEMENT

The Borough may require a police officer hired after the date of the signing of the agreement to execute a personal contract with the Borough to provide, subject to N.J.S.A. 40A:14-178, that in the event the Borough pays for the Police Basic Training required by that officer to obtain a police training certificate, he will agree to remain employed by the Borough for a period of three (3) years. IF such officer leaves at any time during the first full year of employment after the completion of training, he shall reimburse the Borough the full cost of his training; if he leaves at any time during the second full year of employment after the completion of training, he shall reimburse the Borough two-thirds of the costs of his training; if he leaves at any time during the third full year of employment after the completion of training, he shall reimburse the Borough one-third the cost of his training. This training reimbursement requirement does not apply to a Police Officer who has been dismissed and terminated from employment by action of the Borough.

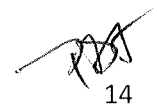
ARTICLE EIGHTEEN
CLOTHING MAINTENANCE ALLOWANCE AND INCENTIVE PAYMENTS

Section 1. Clothing Maintenance Allowance, Officers. Every officer covered by this contract shall receive an annual clothing maintenance allowance during the term of the Agreement as follows:

Effective January 1, 2008, all clothing and maintenance allowances were discontinued and rolled into base pay.

The parties agree that the Borough shall furnish an initial issue of uniforms to all new Patrolmen. Thereafter, replacement uniforms shall be issued upon determination of need by the Chief (or officer-in-charge)/Public Safety Director. Employees shall maintain their uniforms in good and clean condition and failure to maintain uniforms in good and clean condition shall be cause for disciplinary action.

Section 2. Clothing Maintenance Allowance, Detective. Effective January 1, 2013, the annual clothing maintenance allowance payable to police officers assigned to the position of detective shall be



discontinued. In lieu thereof, police officers assigned to the position of detective shall receive an assignment stipend of \$350.00 per annum.

Section 3. College Degree Pay/Reimbursement for College Credits. Upon earning an associate's degree from an accredited Junior college, college or university an officer shall be entitled to an additional One Hundred Fifty (\$150.00) Dollars for that year and for subsequent years. Upon earning a baccalaureate degree from an accredited college or university, an officer shall be entitled to an addition Three Hundred (\$300.00) Dollars for that year and for subsequent years. However, the college pay shall not be due for both degrees but instead the Three Hundred (\$300.00) Dollar pay for the baccalaureate degree shall supersede the entitlement for an associate's degree for those offices who have earned both degrees. A true copy of the degree shall be submitted to the Borough before any entitlement is due.

In addition, the Borough agrees to reimburse Police Officers for college courses completed during the calendar year at the rate not to exceed Eighty (\$80.00) Dollars per credit up to three (3) credits for the first calendars year and up to six (6) credits for subsequent years. A true copy of the tuition receipt and grade transcript from the junior college, college or university shall be submitted by the officer to the Borough before any reimbursement is due. Furthermore, reimbursement is contingent upon the officer earning a "B" grade or equivalent for each course in which reimbursement is requested.

All courses shall be pre-approved for payment by the Chief of Police (or officer-in-charge) or Public Safety Director in advance of beginning the course and shall be pertinent to the college course of study (Public Safety) or a degree program in public safety.

ARTICLE NINETEEN

SEVERABILITY

In the event that any Federal or State legislation, Governmental regulation or court decisions causes any article of this agreement or part thereof to become invalid, illegal or unlawful, all the articles and section not effected shall remain in full force and effect, and the parties shall renegotiate any articles effected.

ARTICLE TWENTY

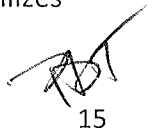
FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and the settlement by the parties on bargainable issues which were or could have been the subject of negotiations. During the term of the Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed the Agreement.

ARTICLE TWENTY-ONE

DEFENSE OF EMPLOYEES

In accordance with N.J.S.A. 40A:14-155, whenever an employee covered by this agreement is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police power in the furtherance of his official duties, the Employer shall provide said employee with the necessary means for the defense of such action or proceeding. In the event that an employee utilizes



counsel other than that supplied by the employer, and fees and cost shall be agreed upon by the Attorney and the employer prior to the attorney performing such services.

The above does not apply for the defense of an employee in a disciplinary proceeding instituted against him by the employer or in criminal proceeding instituted as a result of a complaint on behalf of the employer. IF any such disciplinary or criminal proceeding instituted by or on complaint of the employer shall be dismissed or finally determined in favor of the employee, he shall be reimbursed for the expense of his defense.

ARTICLE TWENTY-TWO
EQUIPMENT

The Borough will supply all reasonable and necessary equipment as determined by the Chief of Police *(or officer-in-charge) /Public Safety Director* to each new Police Officer hirer fulltime. Such equipment shall include all necessary items that each officer needs to perform his/her duties in a safe and professional manner as determined by the Chief of Police *(or officer-in-charge)/Public Safety Director*.

The Borough and the PBA agree that the safety of the employees and the public are essential in providing and maintaining police services to the public.

In this regard, all unsafe equipment as determined by the *Chief of Police (or officer-in-charge)/Director* of Public Safety shall be either repaired or replaced as expeditiously as possible by the Borough.

All equipment deemed to be unsafe or unreliable should be reported to the Chief *(or officer-in-charge)/Public Safety Director* in writing upon reasonable discovery.

All issued uniforms and equipment shall be maintained in good condition by the officer, ordinary wear and tear excepted.

ARTICLE TWENTY-THREE
BULLET PROOF VESTS

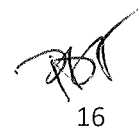
During the term of this contract, all patrolmen will be required to wear a bullet proof vest while on duty. The vest will be supplied by the Borough of Buena. All vests which are currently utilized by the Borough of Buena will be replaced at the time of expiration based upon the expiration date stated by the manufacturer.

ARTICLE TWENTY-FOUR
FUNERAL LEAVE

In the event of death in an employee's immediate family, the employee shall be granted leave of three (3) funeral days, without loss of pay. The term "immediate family" shall include Father, Mother, Father-in-law, Mother-in-law, Grandparents, Sister, Brother, Spouse, Child, Foster child, *Step-child*, Brother-in-law, Sister-in-law or any relative residing in the household.

ARTICLE TWENTY-FIVE
EMPLOYEE COMPENSATION FOR OFF-DUTY K-9 CARE AND MAINTENANCE.

This shall be renegotiated if the program is reinstated.



ARTICLE TWENTY-SIX
TERM AND RENEWAL

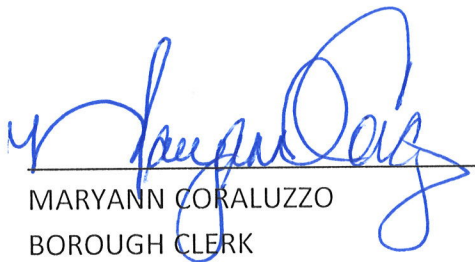
This agreement shall be in full force and effect upon adoption of a Resolution by the Council of the Borough of Buena approving same, and upon execution by the Officers of the Borough and the Officers of the VINELAND/BUENA PBA Local 266. This Agreement shall be in full force and effect for a period of four (4) years, retroactive to January 1, 2012 until December 31, 2016 and from year-to-year thereafter, under the same terms as for year 2016 unless one party or the other gives notice, in writing, at least one-hundred twenty (120) days prior to the expiration date of the Agreement, of a desire to change, modify or terminate this Agreement.

By the written request of the PBA, at least one-hundred twenty (120) days prior to the expiration date of the Agreement, the Council of the Borough of Buena may extend this contract with no changes in language and 2% increase at all salary steps.


Respective officers the day and year first above written.

ATTEST:

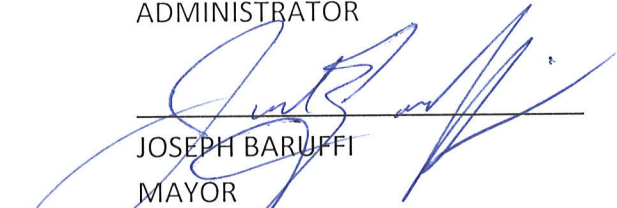
BOROUGH OF BUENA



MARYANN CORALUZZO
BOROUGH CLERK



PAUL D. TRIVELLINI, ED.D.
ADMINISTRATOR




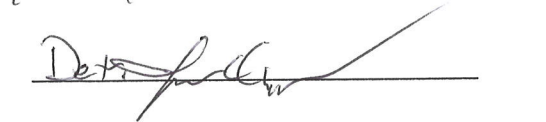
JOSEPH BARUFFI
MAYOR

WITNESS:

VINELAND/BUENA POLICEMAN
BENEVOLENT ASSOCIATION LOCAL 266

By: _____





09/18/2013 WED 14:37 FAX

001/001

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ATTEST:

BOROUGH OF BUENA

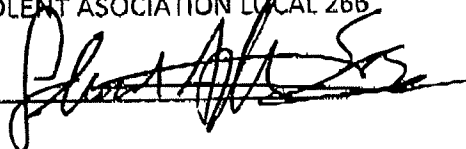
MARYANN CORALUZZO
BOROUGH CLERK

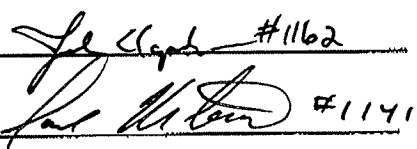

PAUL D. TRIVELLINI, ED.D.
ADMINISTRATOR

WITNESS:

JOSEPH BARUFFI
MAYOR

VINELAND/BUENA POLICEMAN
BENEVOLENT ASSOCIATION LOCAL 266

By: 

 #1162
 #1141

SCHEDULE "A"

Borough of Buena Wage Guide

Step	2012	2013	2014	2015	2016
		2%	2%	2%	2%
6th Year	\$61,892.38	\$63,130.23	\$64,392.83	\$65,680.69	\$66,994.30
5th Year	\$58,830.75	\$60,007.37	\$61,207.51	\$62,431.66	\$63,680.30
4th Year	\$52,705.20	\$53,759.30	\$54,834.49	\$55,931.18	\$57,049.80
3rd Year	\$46,580.82	\$47,512.44	\$48,462.69	\$49,431.94	\$50,420.58
2nd Year	\$43,519.22	\$44,389.60	\$45,277.40	\$46,182.94	\$47,106.60
1st Year	\$40,456.41	\$41,265.54	\$42,090.85	\$42,932.67	\$43,791.32
Academy	\$37,394.83	\$38,142.73	\$38,905.58	\$39,683.69	\$40,477.37
Sergeant	\$67,029.31	\$68,369.90	\$69,737.29	\$71,132.04	\$72,554.68