

AGREEMENT

Between

BOROUGH OF MADISON

And the

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 92

**FOR THE TERM COMMENCING JANUARY 1, 2014
AND ENDING DECEMBER 31, 2017**

**(Incorporating Arbitration Award of Robert Glasson for the period of
January 1, 2010 through December 31, 2013)**

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PREAMBLE

This Agreement, made this ____ day of _____, 2014, by and between the BOROUGH OF MADISON, NEW JERSEY, hereinafter referred to as the "Borough", and the PATROLMEN'S BENEVOLENT ASSOCIATION OF MADISON, NEW JERSEY, LOCAL 92, hereinafter referred to as the "Association", is designed to maintain and promote a harmonious relationship between the Borough of Madison and such of its employees who are within the provisions of this Agreement, in order that efficient and progressive public service may be rendered.

ARTICLE I
RECOGNITION

Section 1

The Borough recognizes the Association as the sole and exclusive representative for the purpose of collective negotiations concerning rates of pay, hours of employment and other conditions of employment for all full-time patrolmen in the Borough Police Department.

Section 2

Unless otherwise indicated, the terms "police officer", "employee", or "employees", or "member of the department", when used in this Agreement, refer to all persons represented by the Association in the above defined negotiating unit.

ARTICLE II

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1 – Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

Section 2 – Definitions

The term “grievance” as used herein means any difference or dispute arising over the application or interpretation of the terms and conditions of this Agreement and may be raised by an individual or the Association on behalf of an individual or group of individuals. The terms “days” shall mean calendar days.

Section 3 – Procedure

Step 1 – An aggrieved employee shall submit a grievance in writing to the Chief of Police within fifteen (15) days of the occurrence in question. Only those grievances submitted in writing within fifteen (15) days of the occurrence shall be deemed to be timely filed.

Step 2 – The Chief of Police shall submit his/her decision in writing within fifteen (15) days of the submission of the grievance to him/her.

Step 3 – Within fifteen (15) days of the decision of the Chief of Police, if the grievance is not settled to the satisfaction of both parties, the matter shall be submitted to the Borough Administrator who shall have fifteen (15) days to submit his/her written decision.

Step 4 – Within fifteen (15) days of the decision of the Borough Administrator, if the grievance is not settled to the satisfaction of both parties, the matter shall be submitted to the Borough Council or, in its discretion, any subcommittee thereof. The Council or its subcommittee shall have fifteen (15) days to submit its written decision.

The aggrieved employee has a right to representation by an official of the Association in Steps 1, 2, 3, and 4 hereof.

Step 5 – Arbitration – Within two (2) weeks of the transmittal of the written decision by the Borough Council, if the grievance involves a dispute over the application or interpretation of the terms of this Agreement and is not settled to the satisfaction of both parties, either party to the Agreement may request that the grievance be submitted to arbitration as hereinafter set forth.

If the Association demands that a grievance be arbitrated, the parties will jointly request the American Arbitration Association to arrange for the selection of an arbitrator in accordance with its procedures. Such arbitrator shall have the authority to hear and determine the grievance, and his/her decision shall be final and binding on all parties. The arbitrator's decision shall in no way alter, add to, or delete from the terms of this Agreement, and he/she shall decide the dispute within thirty (30) days after the hearing has been closed. The fee and expenses of the arbitrator shall be borne equally by the parties. Only the Borough or the Association shall have the right to submit a grievance to arbitration.

Section 4 – General Provisions

(a) The steps or other requirements provided for herein may be waived by mutual agreement of the parties.

(b) If the Borough fails to meet and/or answer any grievance within the prescribed time limits as herein before provided, such grievance may be processed to the next step.

(c) All conference and hearings conducted under this grievance procedure shall be conducted in private by the Police Chief, Administrator, or the Council, or a sub-committee thereof, and shall be limited to the parties in interest, their representatives, and the witnesses and such other persons as are reasonably necessary for a fair and equitable determination.

ARTICLE III

DISCIPLINE AND DISCHARGE

Section 1

It is agreed that nothing herein shall in any way prohibit the Borough from discharging or otherwise disciplining any employee, regardless of seniority, for good and just cause.

Section 2

Any actions taken by the Borough under this Article shall be subject to Article II, Grievance and Arbitration.

Section 3

The Borough shall follow State Statute when handling discipline in the Police Department.

ARTICLE IV

HOURS OF WORK AND OVERTIME

Section 1

A) Twelve (12) continuous hours of actual duty in a twenty-four (24) hour period shall be deemed a day's work; provided, however, that any member of the Police Department may be directed to do police duty in excess of such twelve (12) hours per day when such member's service may be required. Any member, except members in the Division of Investigation, prior to July 1, 2003, who shall do police duty in excess of such twelve (12) hours in a twenty-four (24) hour period, will be compensated for such additional hours at the rate of one and one-half time his/her regular straight time hourly rate of pay. In computing overtime compensation, the nearest one-half hour shall be the smallest fraction of an hour to be reported.

B) Overtime shall be paid from the beginning of the overtime worked.

C) If an employee is called to work on a day off, during time off or during a vacation day, for less than two (2) hours, such employee shall be paid for two (2) hours of time and one half his/her regular straight time rate of pay. If said employee is required to work more than two (2) hours, payment for all time work shall be at time and one-half his/her regular straight time rate of pay.

Section 2

All employees comprising the Division of Investigation shall receive a flat allowance of \$2,000 per year. They shall receive compensatory time off or overtime pay at the rate of time and a half for any investigative work done beyond the normal workday. However, any member of the Division of Investigation ordered to work overtime on other than Investigative work, shall be

compensated at the rate of time and one half his/her regular straight time hourly rate. The determination of the meaning of "investigative work" shall be at the sole discretion of the Chief of Police.

All employees in the Division of Investigation shall be paid overtime for call-outs.

Section 3

In accordance with the United States Fair Labor Standards Act, the employees covered under this contract work on a twenty-eight (28) Day Work cycle of 171 hours.

Section 4

The Borough may continue to utilize a twice per month payroll system on the 1st and 15th of each month.

ARTICLE V

COURT TIME

Section 1

If an employee is required to appear in the Joint Municipal Court of the Borough of Madison, the Chathams, Harding and Morris Township on other than a civil action in connection with his/her duties in the department on a day off, during time off or on a vacation day, such employee shall be paid at the rate of time and one half his/her regular straight time rate, except that such employee shall receive compensation which shall be equal to not less than one (1) hour of such pay.

Section 2

If an employee is required to appear in any court, other than the Joint Municipal Court of the Borough of Madison, the Chathams, Harding and Morris Township or a judicial or administrative proceeding, on other than a civil action in connection with such employee's duties in the department on a day off, during time off, or vacation day, such employee shall be paid at time and one half his/her regular straight time rate of pay, except that such employee shall receive compensation which shall be equal to not less than two (2) hours of such pay.

ARTICLE VI

STANDBY AND CALL-OUT TIME

Section 1

If an employee is required to be on standby availability in connection with such employee's duties on a day off, during time off, or vacation day, such employee shall receive compensation at the rate of one and one half his/her straight time pay rate.

Section 2

The term "standby" shall mean availability for immediate duty, at a place designated by the Chief of Police.

Section 3

Such employee assigned to the Patrol Division shall be considered to be "on call" during the thirty (30) minute period immediately preceding the commencement of his/her shift. If an employee is actually called out to work during that period, the employee shall be granted one half hour of compensatory time on each occasion that the employee is called out.

Section 4

There shall be a minimum of 2 hours per call-out.

ARTICLE VII

HOLIDAYS

The benefit of any other holidays¹ administratively provided to any other employees of the Borough shall be afforded the employees of the Police Department by the provision of hour for hour compensatory time off, which compensatory time off shall be taken within 365 days of the date on which it is credited, unless unable to do so because of duty scheduling problems. Administrative holidays referred to in this Section shall not be deemed to include time off for Christmas or holiday parties or early closings (or delayed openings) of Borough Hall due to inclement weather.

¹ This does not include New Year's Day, President's Day, Good Friday, Thanksgiving Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Day after Thanksgiving, Christmas Day, Floating Holiday.

ARTICLE VIII

OUTSIDE DUTY PAY

Section 1

Fees for outside duty police work established by Borough of Madison Ordinance 49-2013 (See attached hereto as Exhibit A) shall not be reduced during the term of this Agreement without the consent of the Madison PBA and SOA.

ARTICLE IX

LONGEVITY

All employees shall no longer be afforded longevity pay.

ARTICLE X

VACATIONS

Section 1

Each employee shall receive vacations in accordance with the following schedule:

a) New employees, during their first full year of service and up until the start of the second full calendar year, shall accumulate 6.667 hours vacation leave for each month in which employee worked or received pay for more than ten (10) days.

b) Employees who have completed one full calendar year of service shall be entitled to eighty (80) vacation hours in advance at the beginning of their second (2nd) full calendar year. Days granted at the beginning of a calendar year must be used within that year.

c) Employees shall be entitled to one hundred twenty (120) hours vacation during the calendar year in which the fifth (5th) anniversary of his/her employment occurs.

d) One hundred sixty (160) hours vacation shall be granted an employee during the calendar year in which the tenth (10th) anniversary of his/her employment occurs.

Vacation shall be granted to an employee during the calendar year in which the twentieth (20th) anniversary of his/her employment occurs and thereafter at the rate of eight (8) additional hours following each anniversary of employment to a maximum of two hundred (200) hours of vacation.

Section 2

Vacation will be prorated in the year of an employee's separation from employment.

ARTICLE XI

LEAVE OF ABSENCE AND DISABILITY

Section 1

The Council of the Borough of Madison may grant a leave of absence, with pay, to any member of the department who shall become injured, ill or disabled from any cause so as to be physically unfit for duty during the period of such disability where such injury, illness or disability shall be evidenced by the certificate of a police physician designated by the Governing Body to examine his/her. No such leave of absence shall exceed one (1) year commencing from the date of such injury, illness or disability.

ARTICLE XII

FUNERAL LEAVE

Section 1

In the event of death of an employee's parent, spouse or child, a five (5) day leave of absence, with pay, will be granted to the employee. In the event of death of an employee's grandparent, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, uncle or aunt, or relative living in the same household, a three (3) day leave of absence, with pay, will be granted to the employee. An employee shall be required to utilize sick time for funeral attendance of any other relative. All days granted shall have to be taken immediately upon death and shall include the day of the funeral.

ARTICLE XIII

ABSENCE FOR ILLNESS

Section 1

No member of the Police Department shall absent himself/herself from duty by reason of sickness or injury unless he/she shall promptly report the same to the Chief of Police or the other superior officer in charge of the department.

Section 2

New employees with less than one full calendar year of service shall accumulate 8.667 hours for each month in which the employee worked or received pay for more than ten (10) days. Employees shall be entitled to one hundred four (104) sick hours in advance at the beginning of their second (2nd) full calendar year, and in each year thereafter, up to a maximum of two thousand (2000) hours.

Section 3

Unused sick leave may be accumulated to a maximum of two thousand (2000) hours for use if required. Sick leave cannot be used in advance of accrual unless authorized by the Mayor and Council.

Section 4

If an employee is absent for three consecutive days, or three days in a five day work period, such employee may be required, by the Chief of Police or his/her designee, to furnish a physician's statement obtained by the employee at his/her expense. If an employee is absent for five non-consecutive days in a calendar year, such employee may be required to be examined by

a physician designated and compensated by the Borough. The physician's statement shall set for the cause and nature of the illness and certify that the employee is again fit to return to work.

Section 5

Subject to the provisions of New Jersey law, all employees hired prior to or on July 27, 2006 shall be paid upon retirement for their unused accumulated sick leave on the basis of eight (8) hours pay for every sixteen (16) accumulated hours at the employee's per diem rate of pay at the date of retirement, not to exceed eight hundred (800) paid hours. All employees hired after July 27, 2006 shall be paid upon retirement for their unused sick accumulated sick leave on the basis of eight (8) hours pay for every twenty-four (24) accumulated hours at the employee's per diem rate of pay at the date of retirement, not to exceed eight hundred (800) paid hours.

Section 6

In the event that the Chief of Police requires a physical examination of an employee, the employee shall have the option to obtain his/her own physician at his/her own expense.

ARTICLE XIV

PERSONAL LEAVE

Section 1

Each employee in the bargaining unit shall be allowed twenty-four (24) hours of personal leave per calendar year with full pay.

Personal leave is defined as leave for the purpose of attending to an urgent personal responsibility which cannot be scheduled during non-working hours. Whenever possible, the employee must submit to the Police Chief a reasonable advance written notice of intent to take a personal leave day.

The notice of intent to take the personal days shall be accompanied by a written explanation of the need for personal leave. If circumstances do not permit the employee to submit advance written notice, he/she shall submit a follow-up memorandum confirming that a personal day was taken and setting forth the reasons for the need for such personal leave day.

Personal leave is not intended to extend other types of leave in this Agreement, nor is it cumulative from year to year.

ARTICLE XV

MEDICAL AND HEALTH INSURANCE

Section 1

The employees of the department covered by this Agreement and the eligible members of their families shall receive medical and health insurance coverage as afforded by the Borough to all of its members. All employees will be eligible to participate in the State Health Benefits Plan Direct 15 Program. In the event of a substantial change in benefit levels provided under the Direct 15 Plan, upon the request of either party, the PBA and the Borough shall conduct negotiations regarding the impact of such change.

Section 2

The employees covered by this Agreement and the eligible members of their families, shall continue to receive a prepaid dental plan providing current benefits at the expense of the Borough based on the rate of insurance on December 31, 1988.

Section 3

The Borough may select a medical insurance carrier to provide coverage and benefits which shall not be less than those provided by the plan in effect at the time of any change of carrier.

Section 4

It is understood and agreed by the parties that all employees shall be required to contribute toward the cost of coverage in accordance with and as required by the Laws of New Jersey, 2011, Chapter 78.

ARTICLE XVI

CLOTHING ALLOWANCE

- A) Employees of the department covered by this Agreement shall be reimbursed for expenditures for new clothing required in their official duties including overcoats, boots, and raincoats (hereinafter referred to as "uniforms") up to a maximum of \$800.00.0
- B) Such reimbursements shall be in accordance with present procedures which provide for payment upon presentation of a receipt covering purchases of such uniforms.

ARTICLE XVII

EDUCATION

Section 1

The Borough agrees to reimburse each employee for tuition for courses leading to a degree in criminal justice, police science, public administration, law or other course of study approved in advance by the Borough Administrator. Tuition shall be reimbursed in full up to a maximum of \$125 per credit at the conclusion of the course, provided that the employee receives a grade C or better.

ARTICLE XVIII

WAGES

The following wage schedules shall be effective during the term of this Agreement:

Employees Hired before 7/15/12

		1.0%		1.0%		1.0%		2.0%	
effective date		Sept 1		Jan 1		Jan 1		Jan 1	
Steps	2013	2014	2015	2016	2017				
1	\$ 48,932	\$ 48,932	\$ 48,932	\$ 48,932	\$ 48,932	\$	48,932	\$	48,932
2	\$ 55,713	\$ 55,713	\$ 55,713	\$ 55,713	\$ 55,713	\$	55,713	\$	55,713
3	\$ 63,681	\$ 63,681	\$ 63,681	\$ 63,681	\$ 63,681	\$	63,681	\$	63,681
4	\$ 71,248	\$ 71,248	\$ 71,248	\$ 71,248	\$ 71,248	\$	71,248	\$	71,248
5	\$ 76,846	\$ 76,846	\$ 76,846	\$ 76,846	\$ 76,846	\$	76,846	\$	76,846
6	\$ 82,207	\$ 82,207	\$ 82,207	\$ 82,207	\$ 82,207	\$	82,207	\$	82,207
7	\$ 101,174	\$ 102,786	\$ 103,814	\$ 104,852	\$ 106,949				

Employees Hired between 7/16/12 and 4/15/14

		1.0%		1.0%		1.0%		2.0%	
effective date		Sept 1		Jan 1		Jan 1		Jan 1	
Steps	2013	2014	2015	2016	2017				
1	\$ 46,920	\$ 46,920	\$ 46,920	\$ 46,920	\$ 46,920	\$	46,920	\$	46,920
2	\$ 53,703	\$ 53,703	\$ 53,703	\$ 53,703	\$ 53,703	\$	53,703	\$	53,703
3	\$ 60,486	\$ 60,486	\$ 60,486	\$ 60,486	\$ 60,486	\$	60,486	\$	60,486
4	\$ 67,269	\$ 67,269	\$ 67,269	\$ 67,269	\$ 67,269	\$	67,269	\$	67,269
5	\$ 74,052	\$ 74,052	\$ 74,052	\$ 74,052	\$ 74,052	\$	74,052	\$	74,052
6	\$ 80,835	\$ 80,835	\$ 80,835	\$ 80,835	\$ 80,835	\$	80,835	\$	80,835
7	\$ 87,618	\$ 87,618	\$ 87,618	\$ 87,618	\$ 87,618	\$	87,618	\$	87,618
8	\$ 94,401	\$ 94,401	\$ 94,401	\$ 94,401	\$ 94,401	\$	94,401	\$	94,401
9	\$ 101,174	\$ 102,786	\$ 103,814	\$ 104,852	\$ 106,949				

Employees Hired after 4/15/14

		1.0%		1.0%		1.0%		2.0%	
effective date		Sept 1		Jan 1		Jan 1		Jan 1	
Steps	2013	2014	2015	2016	2017				
1	\$ 40,000	\$ 40,400	\$ 40,804	\$ 41,212	\$ 42,036				
2	\$ 44,370	\$ 44,814	\$ 45,262	\$ 45,714	\$ 46,629				
3	\$ 48,740	\$ 49,227	\$ 49,720	\$ 50,217	\$ 51,221				
4	\$ 53,110	\$ 53,641	\$ 54,178	\$ 54,719	\$ 55,814				

5	\$	57,480	\$	58,055	\$	58,635	\$	59,222	\$	60,406
6	\$	61,850	\$	62,469	\$	63,093	\$	63,724	\$	64,999
7	\$	66,220	\$	66,882	\$	67,551	\$	68,227	\$	69,591
8	\$	70,590	\$	71,296	\$	72,009	\$	72,729	\$	74,184
9	\$	74,960	\$	75,710	\$	76,467	\$	77,231	\$	78,776
10	\$	79,330	\$	80,123	\$	80,925	\$	81,734	\$	83,368
11	\$	83,700	\$	84,537	\$	85,382	\$	86,236	\$	87,961
12	\$	88,070	\$	88,951	\$	89,840	\$	90,739	\$	92,553
13	\$	92,440	\$	93,364	\$	94,298	\$	95,241	\$	97,146
14	\$	96,810	\$	97,778	\$	98,756	\$	99,743	\$	101,738
15	\$	101,174	\$	102,786	\$	103,814	\$	104,852	\$	106,949

ARTICLE XIX
BAN ON STRIKES

Section 1

It is recognized that the need for continued and uninterrupted operation of the Borough's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures have been provided for the equitable settlement of grievances arising out of this Agreement and the parties hereto agree that there will not be and that the Association, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

Section 2

The Borough shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or other such interference.

Section 3

The Association shall not be held liable for unauthorized acts of employees, provided the Association will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, ordering all who participate in such activity to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

ARTICLE XX

ASSOCIATION BUSINESS LEAVE

Section 1

The members of the Association Negotiating Committee, not to exceed three (3) in number, shall, after adequate advance notice to the Chief of Police, be granted time off from duty and shall suffer no loss of regular pay for all meetings between the Borough and the Association for the purpose of negotiation of the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2

A representative of the Association (the Association President or his/her designee) shall, after adequate advance notice to the Chief of Police, be granted time off from duty and shall suffer no loss of regular pay for all meetings between the Borough and the Association for the purpose of processing grievances, when such meetings take place at a time during which such Association representative is scheduled to be on duty.

Section 3

The President of the Association, or his/her designee, shall be granted time off from duty, provided, in the opinion of the Chief of Police, it does not unduly interfere with the operation of the department, and shall suffer no loss of regular pay for attendance at the meetings of the

Executive Board and the membership meetings of the Association when such meetings take place at a time when such officers are scheduled to be on duty. The term "meetings" means the regular monthly meeting and any emergency meeting, not to exceed three (3) emergency meetings per year.

Section 4

The Association agrees to use every effort to schedule meetings so as to minimize the number of employees granted time off from duty. It is understood that such time off refers solely to the time period required to attend such meetings. It is further understood that the Association will use every effort to schedule such meetings so as to minimize the number of members who may be required to attend while on duty.

Section 5

The delegates appointed by the Association (including the PBA President and Vice President) shall be granted time off from duty, provided it does not, in the opinion of the Chief of Police, unduly interfere with the operation of the department and shall suffer no loss of regular pay to attend meetings of the State Patrolmen's Benevolent Association of which Local No. 92 of the Borough is a member. The delegate and two alternates shall be granted time off from duty provided, in the opinion of the Chief of Police, it does not interfere with the operation of the department and shall suffer no loss of regular pay to attend an annual convention of the New Jersey State Policemen's Benevolent Association (maximum four days). The Association shall notify the Chief of Police at least sixty (60) days prior to the annual State PBA convention concerning the dates of such convention and the names of the appointed delegates.

ARTICLE XXI

LIFE INSURANCE

Section 1

The Borough shall provide full coverage of a \$10,000 life insurance policy for each employee until said employee's retirement or departure from the department. The Borough shall pay the full premiums which hereinafter become due and payable. The aforesaid life insurance shall be in addition to any other life insurance provided to the members of the department by virtue of any other ordinance or regulation.

ARTICLE XXII

DISCRIMINATION AND COERCION

Section 1

There shall be no discrimination, interference or coercion by the Borough or any of its agents against the Association or against the employees represented by the Association because of membership or activity in the Association. There shall be no discrimination or coercion by the Association or any of their agents against any employees covered by this Agreement because of membership or non-membership in the association. Nor shall the Borough discriminate in favor of or assist any other labor or police organization which in any way affects the Association's rights as certified representative for the period during which the Association remains the certified representative of the employees. Neither the Borough or the Association shall discriminate against any employee because of race, creed, color, age or national origin. The Borough will cooperate with the Association with respect to all reasonable requests concerning the Association's responsibilities as certified representative.

ARTICLE XXIII

EFFECT OF THIS AGREEMENT

Section 1

In the event that any provision of this Agreement shall at any time be declared invalid by Legislative Act or any court of competent jurisdiction, or through government regulations or decrees, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Section 2

The Borough and the Association recognize the applicability of existing ordinances and regulations promulgated thereto having to do with the operation of the Police Department. It is recognized that any provisions set forth in any such ordinances or regulations promulgated thereto, which are inconsistent with the terms and conditions of this Agreement, shall be caused to be amended or otherwise modified by the Borough to carry out the intentions of this Agreement. In all other respects, the provisions of all ordinances and regulations and any current amendments promulgated thereto, having to do with the Police Department, are expressly recognized and incorporated by reference hereto.

ARTICLE XXIV

MANAGEMENT RIGHTS

Section 1

All aspects of the management of the business of the Police Department and the management and direction of department personnel, are the exclusive right of the Borough, except as expressly modified by the terms of this Agreement.

ARTICLE XXV

IN SERVICE TRAINING

Section 1

Upon the execution of this Agreement, all employees of the department covered by this Agreement shall be compensated by compensatory time off on an hour-for-hour and a half basis for all in-service training scheduled during off-duty hours, including State mandated firearms training qualification. This time shall be taken with the approval of the Chief of Police.

The Chief of Police has the authority to call departmental meetings which members are required to attend, not to exceed six (6) meetings per year, for which no compensation will be granted.

ARTICLE XXVI

DURATION

Section 1

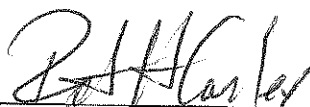
Unless otherwise provided herein, this Agreement shall be in full force and effect and retroactive to January 1, 2014 and shall be in effect to and including December 31, 2017. It is understood and agreed that the 2014 across the board wage increase is effective on September 1, 2014. Negotiations for a successor agreement shall be conducted in accordance with the applicable rules of the New Jersey Public Employment Relations Commission.

Section 2

The terms of this Agreement shall continue in effect during the negotiations between the parties.

FOR BOROUGH OF MADISON

FOR THE POLICEMEN'S
BENEVOLENT ASSOCIATION
OF MADISON, NEW JERSEY,
LOCAL NO. 92



Robert H. Conley, Mayor



Raymond M. Codey, Borough Administrator



President Eus Goncalves



V.P. Paul Paganarkos

Exhibit A

ORDINANCE 49-2013

ORDINANCE OF THE BOROUGH OF MADISON AMENDING CHAPTER 34 OF THE BOROUGH CODE ENTITLED "POLICE DEPARTMENT"

WHEREAS, the Borough of Madison has permitted private businesses and other public entities to retain the services of off-duty police officers; and

WHEREAS, for the convenience of those private businesses and other public entities which utilize the services of off-duty law enforcement officers of the Borough of Madison Police Department and to authorize the outside employment of off-duty police officers, the Borough of Madison hereby establishes a policy regarding the use of off-duty police officers,

NOW THEREFORE BE IT ORDAINED AND ENACTED by the Governing Body of the Borough of Madison, in the County of Morris, State of New Jersey, as follows:

1. Chapter 34 (Police Department) of the Code of the Borough of Madison is hereby revised to read as follows:

§34-20. Contracted Off-Duty Employment of Police Officers.

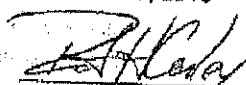
- A. Members of the Police Department shall be permitted to accept employment as safety or security personnel for private businesses or other public entities during off-duty hours, and at such times which will not interfere with the efficient performance of regularly scheduled or emergency duty for the Borough. The Borough's needs for said police officers shall always take priority over scheduled off-duty work.
- B. If a private business or other public entity desires to contract with the Borough of Madison for the off-duty services of a police officer, said private business or public entity shall request the services through the office of the Chief of Police. To the extent that personnel are available, the Chief of Police or his/her designee may, but shall not be required to, assign a police officer to provide aforesaid off-duty services. The Chief of Police or his/her designee shall withhold approval if the off-duty services to be performed are inconsistent with the efficient operation and professionalism of the Police Department and/or unreasonably endangers or threatens the safety of the officer or officers who perform the work.
- C. The cost of the services to the private party or other public entity shall be at \$60.00 per hour for the officer(s) pursuant to the PBA/SOA labor contracts, plus a \$20.00 per hour vehicle-use fee, administrative and insurance fee. All payments for the aforesaid services shall be made to the Borough of Madison. The Chief of Police is hereby authorized to establish such rules and regulations as are necessary to implement this section, including a bifurcated billing process to users.

Pursuant to a prior Agreement with the PBA/SOA, security in the Joint Municipal Court shall be paid at \$55.00 per hour to the officer(s) with no administrative, vehicle or insurance charges. In addition, security for the Centurion Holding Corporation detail in Harding shall be paid at \$35.00 per hour to the officer(s) with no administrative, vehicle or insurance charges. In

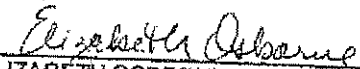
addition, there shall be no administrative, vehicle or insurance charges for Board of Education, religious, charitable or not-for-profit entities and/or events. The Chief of Police or his designee shall set the administrative rate and whether same shall apply for each request for officers.

- D. Any private business or other public entity requesting the services of an off-duty law enforcement officer shall estimate the number of hours such services are required, which estimate shall be approved, in writing, by the Chief of Police or his/her designee.
- E. Prior to posting any request for services of off-duty officers, the Chief of Police or his/her designee, shall verify that there are no outstanding charges for the private business or other public entity requesting services. No services shall be performed unless all charges for prior work have been paid.
- F. All requests for the services of off-duty law enforcement officers in the Borough of Madison Police Department for a period of one (1) week or longer shall be forwarded to the Chief of Police or his/her designee, at least ten (10) days before such services are required, whenever possible. Any officers, when so employed by the Borough, shall be treated as an employee of the Borough, provided, however, that wages earned for outside employment shall not be applied toward the pension benefits of law enforcement officers so employed nor shall hours worked for outside employment be considered in any way compensable as overtime.
- G. This ordinance shall take effect on January 1, 2014.

ADOPTED AND APPROVED
December 9, 2013


ROBERT H. CONLEY, Mayor

Attest:


ELIZABETH OSBORNE, Borough Clerk

Introduced and passed: November 13, 2013
Published, Madison Eagle: November 21, 2013
Hearing and consideration for final adoption: December 8, 2013
Published upon final adoption, Madison Eagle: December 12, 2013