

**AGREEMENT BETWEEN  
THE BOROUGH OF  
STRATFORD AND P.B.A.  
LOCAL 30**

**JANUARY 1, 2012  
TO  
DECEMBER 31, 2014**

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## **Article 1: Terms of Agreement – 2012-2014**

This Agreement consists of an addendum to the Agreement of the 2012-2014 contracts between the Borough of Stratford and the P.B.A. Local #30. The addendum is to carry the 2012-2014 Police Contract from January 1, 2012 through December 31, 2014.

## **Article 2: Legal Reference**

Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinance, Resolution or Administrative Code and the Police Department's Rules and Regulations upon any Borough Official or in any way abridge or reduce authority. This Agreement shall be construed as requiring Borough Officials to follow the terms and conditions herein to the extent that they are applicable in the exercise of the responsibilities conferred upon them by law.

## **Definitions**

**"Aggrieved Member"** shall mean the Association Member or member who submits a grievance.

**"Association"** shall mean the full time members of the Police Department.

**"Full Time Members and Members of the Police Department employed on a full time basis"** shall be construed to mean only the members duly sworn and trained, or to be trained at a police academy. This does not include clerical or Part Time Officers assigned to the Police Department.

**"Grievance"** shall mean a complaint or claim by an Association Member that there has been an inequitable, improper or unjust application, interpretation or violation of a section of this Agreement.

**"Immediate Family"** shall mean Mother, Father, Spouse, Children, Foster Children, Sister, Brother, Mother-in law, Father-in law, Grandmother, Grandfather and Step Family Members of the Association Member.

**"Power Day"** shall mean those days when all Association Members are on duty.

### **Article 3: Recognition**

The Borough hereby recognizes the Policemen's Benevolent Association (PBA) Local #30 and Departmental Representatives as the sole and exclusive Representatives of all the members of the Police Department, excluding the Chief of Police, for the purpose of collective negotiations with respect to the terms and conditions of employment. The Borough further recognizes that the Departmental Representatives are to act as liaisons between the Police Department and the Borough in all matters pertaining to wages and working conditions and said Departmental Representatives, hereinafter referred to as "representatives" shall be permitted to have their schedules arranged so as to permit the representatives to attend meetings and negotiation sessions with Borough Officials.

### **Article 4: Policeman's Rights**

Pursuant to Chapter 303, Public Laws 1968, the Borough hereby agrees that every Full Time Permanent Police Officer shall have the right to freely organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and their concerned activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage, deprive nor coerce any Association Member in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of the State of New Jersey or the Constitution of the State of New Jersey, or of the United States; that it shall not discriminate against any Association Member with respect to wages or any terms or conditions of employment by reason of his membership in the PBA and or its affiliates, collective negotiations with the Borough, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. Elective Representatives of the PBA and the Association shall be permitted time off to attend Borough of Stratford negotiating sessions, grievance sessions, and meetings of the Joint Association Management Committee of Stratford, provided the efficiency of the Department is not affected thereby.

## **Article 5: Management Rights**

The Borough of Stratford Mayor and Council hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to signing of this Agreement by the Laws and Constitution of the State of New Jersey and the United States, including but without limiting the generality of the foregoing, the following rights:

1. The Executive management administrative control of the Borough Government and its properties, facilities, activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible as may, from time to time, be determined by the Borough.
2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts. To decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.
3. The right of management to make, maintain and amend such reasonable rules and regulations as it may, from time to time, deem best for the purpose of maintaining order, safety, and or the effective operation of the department, after advance notice to the employees, and to require compliance by the employee.
4. To hire all employees, and subject them to the provisions of the Law, determine their qualifications and conditions of continued employment, or assignment and to promote and transfer employees.
5. To suspend, demote, discharge, or take any other appropriate disciplinary actions against any employee for good and just cause according to Law.
6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be ineffective and non-productive.
7. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the department.

- A. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices and the furtherance thereof, the use of judgment and discretion in connection therewith, shall be limited only to the extent of such specific and express terms of this Agreement and then only to the extent that such specific and, express terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States.
- B. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under Title 40A of New Jersey Statutes Annotated, or any other national, state, county or local laws or regulations.

## **Article 6: Off Duty Employment**

1. No Member of the Stratford Police Department may enter into outside employment where the Officer will appear in uniform, display his badge, or exercise any powers conferred upon him, through his employment as a police officer in the Borough of Stratford unless and until the Borough of Stratford has entered into a written agreement with the outside employer for the reimbursement of the Borough for the use of said officer and equipment.
2. The Borough of Stratford will make a good faith effort to enter such written agreement with any outside employer so requesting this service. A member of the Police Department will be allowed to participate in all off duty employment negotiations.

## **Article 7: Joint Police Department Management Committee**

1. A committee consisting of representatives of the Borough and Police Department shall be established to resolve problems that may arise. Said committee shall meet when necessary and required.
2. The purpose and intent of such meeting is to foster good employment relations through communications between the Borough and the Police Department.

## **Article 8: Shift Differential**

A shift differential shall be paid at the rate of 5% per hour, per man, for all the hours worked from 4:00 pm through 8:00 am.

## Article 9: Overtime

1. Employees of the Police Department covered herein shall be compensated for Overtime at a rate of time and one half (1 ½).
2. Overtime shall be paid to any officer when he is required to work in excess of ten (10) hours in any one day or forty (40) hours in any week or is called in on any scheduled time off except as provided in Article #21..
3. The rate of time and one half (1 ½) or at the option of the officer and with the approval of the Chief of Police, said overtime may be taken as compensatory time. The Chief of Police shall approve all overtime and or in his absence, the Senior Officer on duty at the time the overtime is required. A record / log of the compensatory time earned for each Association Member shall be maintained by the Chief of Police or his designee.
4. Overtime shall be payable each pay period.
  - A. Members of the rank of Lieutenant, Captain, and Deputy Chief or assigned to the Detective Bureau hereby agree to a "RE-OPEN CLAUSE" to this collective bargaining agreement regarding *only* this article. Said member(s) will agree to renegotiate the issue of overtime on an annual basis if it becomes evident that overtime is being expended by the Detective(s) or Member(s) of the rank of Lieutenant, Captain, and Deputy Chief manifesting a pattern of inefficient expending.
  - B. Members assigned to the Detective Bureau shall receive a minimum of three (3) hours Overtime for investigative call outs.

## Article 10: Clothing Allowance

The Borough shall provide each Association member with an annual clothing and equipment allowance.

- A. New employees shall receive a full complement of uniforms and equipment and shall not be entitled to a uniform allowance in their first year of employment.
- B. The uniform allowance for the years of 2012, 2013 and 2014 shall be One Thousand Four Hundred & Twenty Five Dollars (\$1,425.00). Eight Hundred Thirty Seven Dollars & Fifty Cents (\$837.50) shall be allocated for uniforms and equipment. Five Hundred Eighty Seven Dollars & Fifty Cents (\$587.50) for maintenance which shall be payable to the employee.
- C. After the Association Member's first year of employment, said member shall be responsible for purchasing his uniforms and equipment and maintaining the same.
- D. Association Members shall be subject to inspections by the Chief of Police or his designee during their shift of duty and failure to comply with the Uniform Standards established in writing by the Chief of Police may result in disciplinary actions.



- E. The Borough shall be responsible for providing handguns and ammunition for each member.
- F. In the event that a uniform is damaged or destroyed while an Association Member is acting within the scope of his employment, upon certification by the Chief of Police as to the condition of the uniform prior to and after such incident, the Borough agrees to repair or replace that portion of the uniform which has been damaged or destroyed, without cost to the Association Member or any reduction in his clothing allowance.
- G. When an Association Member leaves the department, they must return to the Borough at a minimum, their most recent set of uniforms equivalent to their initial issue.

### Article 11: Workman's Compensation

1. When an Association Member is injured on duty, said member is to receive Workman's Compensation due him plus the difference between the amounts received as compensation and his salary during the period of temporary disability, to a maximum of one (1) year.
2. Thereafter, in the event of continued temporary disability beyond the one (1) year period, the Association Member is to receive Workman's Compensation due him plus the difference between the amount received and his salary, provided that such Association Member is entitled to sick leave and further provided the Association Member signs a form authorizing the Employer to charge time lost to sick leave.
3. The Borough shall process all claims within twenty-four (24) hours of a Workman's Compensation claim being submitted. If said claim is not appropriately processed by the Borough, the PBA and Association Member has immediate redress by following the established grievance procedure set forth in Article 26.

## Article 12: Medical Coverage and Insurance

1. The Borough of Stratford has adopted the provisions of Chapter 88, Public Laws of 1974 as amended by Chapter 436, P.L. 1981 to permit local public employers to pay the premium charge for certain eligible pensioners and their families in accordance with the definition of the insurance carrier for hospital, medical insurance and major medical expense insurance in accordance with the plan promulgated by the State of New Jersey Health Benefits Program and to pay Medicare charges for such retirees and their spouses covered by the New Jersey State Health Benefits Program. As of August 10, 2010, under the authority of the Stratford Borough Resolution 2010:136, these provisions and benefits have now been adopted and transferred for existing employees into Chapter 48 P.L. 1999. For purposes of clarification, it is made clear, that any fulltime police officer, hired prior to September 1, 2010, will continue to be protected by all terms, conditions, benefits and insurance permitted under the prior Chapter 88 resolution. Any officer hired after September 1, 2010 shall be covered by the new provisions as adopted under Chapter 48 P.L. 1999, as enacted and detailed under Stratford Resolution 2010:136. It is further understood that no further changes to these benefits can be made unless renegotiated by the Association and the Borough of Stratford.
2. The Borough has the right to change insurance coverage when mutually agreed upon in writing by the Association Member and the Borough. And when agreed upon, any insurance changes must be equal to or better than the benefits currently provided.
3. Upon any recognized retirement as approved by the State of New Jersey Division of Pensions & Benefits, the Association Member, his/her spouse, and children under the age of twenty six (26) as long as they are enrolled in college or some bona fide institution of learning, shall be entitled to receive, at no cost to him / them, medical coverage at levels not less than those presently in effect along with a drug prescription plan, as though the Association Member were still employed by the Borough. Upon his/her death, his/her spouse, and children under the age of twenty six (26) years of age who are enrolled in college or some bona fide institute of learning will continue to receive insurance coverage as if the Association Member were still living, so long as their spouse does not remarry. This will also be provided at no cost to the Association Member, his/her spouse and children. For the purposes of this Contract, the eligibility requirements for a Service or Special Retirement shall fall into only two categories:
  - A. If you have at least 25 years of service at retirement (Special Retirement);  
or
  - B. If you have at least 20 years of service at retirement (Service Retirement) you may retire at any age provided you were enrolled in the PFRS as of January 18, 2000.
4. The Borough shall provide an aggregate maximum of Eight Hundred Dollars (\$800.00) per annum for the years of 2012, 2013 and 2014 to reimburse the member for Optical, Dental, Prescriptions, Vitamins or Nutritional Supplement costs. Payment may be made either to the Employee or directly to the Medical Facility. In addition to those depicted medical or professional services, each unit member may

- elect to apply all or portion of their \$800.00 annual medical reimbursement towards memberships at a gym or health & fitness facility of their choice.
5. Life Insurance shall be provided to the Association Member, but the form of same, including but not limited to death benefits shall be in the discretion of the Borough.
  6. The Borough of Stratford shall provide liability insurance for all Association Members, including insurance for false arrest.
  7. The Borough shall enroll all Association Members in the State Disability Insurance Program which became effective in the calendar year 1992. 1\_S. In accordance with Chapter 78, P.L. 2011, the Association Member must contribute a percentage of his base salary, which is established under this statute and under the State Health Benefits Program, towards his health benefits costs.

### **Article 13: Physical Examinations**

The Borough will furnish to all Association Members a yearly complete physical examination. This examination is to be conducted by a physician designated by the Borough. It is further agreed that all members comply with the recommendation of the examining physician within a reasonable time as determined by the Chief of Police and failure to do so shall result in suspension without pay.

### **Article 14: Personal Days and Holidays**

1. All personal days and holidays are hereby exchanged for the privilege of working four (4) days of ten (10) hour shifts for a forty (40) hour work week and then have four (4) days of ten (10) hours per day off.
2. For members of the rank of Lieutenant, Captain, and Deputy Chief, holiday time allocated is one hundred and four (104) hours and personal time of sixteen (16) hours.
  - A. The holiday and personal time will be used and scheduled with the approval of the Chief of Police or other Supervisor designated by the Chief of Police.
  - B. All allocated holiday and personal time must be used in the calendar year in which it was accrued.
  - C. In the event an Association Member is recalled for duty by the Department when the member had been scheduled off for personal or holiday time, the Association Member will be paid their overtime rate stated in Article 9, in conjunction with the terms and conditions of Article 21.
  - D. No payment will be made for any unused holiday or personal time except under the terms and conditions of Article 23.
  - E. With consideration of the holiday and personal hours given to the above Association Member, it is agreed and understood by both the

Borough of Stratford and the affected members of the rank above Sergeant that any time or date declared to be a holiday by the Borough of Stratford shall not be operative to the Association Member noted.

### Article 15: Vacation Leave

Vacation time with pay shall be composed as follows:

A One (1) Week Vacation:	(4)	10 Hour days or 40 Hours
A Two (2) Week Vacation:	(8)	10 Hour days or 80 Hours
A Three (3) Week Vacation:	(12)	10 Hour days or 120 Hours
A Four (4) Week Vacation:	(16)	10 Hour days or 160 Hours

Association Members shall be entitled to vacation time as follows:

One Year of Service	(4)	10 Hour days or 40 Hours
2-4 Years of Service	(8)	10 Hour days or 80 Hours
5-11 Years of Service	(12)	10 Hour days or 120 Hours
12 Years of Service or More	(16)	10 Hour days or 160 Hours

### Article 16: Bereavement Leave

In the event of a death in the Association Member's immediate family, said member shall be granted time off without loss of pay as per the following schedule:

- A. Five (5) days off with pay in the event of the death of a Spouse, Child, Foster Children, Step Children of the Association Member.
- B. Three (3) days off with pay in the event of the death of a Mother, Father, Step Mother, Step Father, Brother, Sister, Step Brother, Step Sister, Mother-in-Law or Father-in-Law.
- C. One (1) day off with pay in the event of the death of a Grandmother, Grandfather, Step Grandparents, Brother-in-Law or Sister-in-Law.
- D. If extenuating circumstances arise where more time off is required, the Association Member may request time off and it may be approved in the discretion of the Chief of Police and the Director of Police.
- E. When any such death leave is requested by the Association Member, it will be the responsibility of the Chief of Police to determine the validity of such request.

The Chief of Police retains the right to require a copy of the death certificate of the deceased for proof of death.

## Article 17: Sick Leave with Pay

- A. Sick leave is hereby defined to mean absence of any Association Member from duty because of personal illness which prevents him from doing the usual duties of his position, exposure to contagious disease, or short period of emergency attendance upon a member of his immediate family who is critically ill and which requires the presence of the Association Member.
- B. Any Association Member who is absent for reasons that entitle him to sick leave shall notify his supervisor promptly, but no later than one and one half (1 ½) hours before the Association Member's usual starting time except in cases of extreme emergency where the Association Member is not able to do so.
- C. Sick leave shall accrue for regular full-time Association Members at a rate of one (1) eight (8) hour day per month during the first calendar year of employment and one and one quarter (1 ¼) eight (8) hour day per month in every calendar year thereafter which shall accumulate from year to year.
- D. If any Association Member is absent for three (3) consecutive workdays, the Chief of Police may require acceptable evidence of the reason for the same on the form prescribed by Chief of Police. The nature of the illness and the length of time the Association Member was absent shall be stated on the doctor's certification to be signed by the Association Member's doctor and submitted to the Chief of Police.
- E. At the discretion of the Chief of Police, the Association Member seeking sick leave may be required to submit medical evidence to substantiate his request. Failure to provide adequate medical evidence may result in denial of sick leave benefits and the Association Member will suffer a loss of pay for any unauthorized time period. In the event sick leave is not approved or the Association Member has exhausted his accumulated sick leave, the absence may be charged to the Association Member's vacation, if any, provided the Association Member agrees and further provided that such use of vacation time will not be used to circumvent either the provisions or intent of the laws relating to strikes or lock-outs.
- F. Abuse of sick leave will be cause for disciplinary action.
- G. Sick leave claimed by reasons of Quarantine or exposure to contagious disease may be approved upon certification by the County Public Health Department.
- H. Employees shall not lose any sick time accrued.
- I. All employees hired prior to 1992 shall be permitted to accumulate a maximum of two hundred (200) sick days which shall be eligible for payment at the time of retirement in the following manner:
  - All sick days accumulated prior to 1992 shall be paid at the rate of one-half (1/2) day's pay for each day accumulated at the rate of pay at the time of retirement. All sick days earned in 1992 and thereafter shall be paid at one-half (1/2) day's pay for each day accumulated at the rate of pay that it was earned. Sick days shall be permitted to accrue past two

hundred (200) days but shall not be eligible for payment at the time of retirement.

- Any employee hired during 1992 and thereafter shall be permitted to accumulate a maximum of one hundred and sixty (160) sick days which shall be eligible for payment at the time of retirement and shall be paid one-half (1/2) day's pay of each accumulated at the rate in which it is earned. Sick days shall not be permitted to accrue past one hundred and sixty (160) days and shall not be eligible for payment at the time of retirement.
- All sick days accrued in excess of two hundred (200) and one hundred and sixty (160) respectively shall be forfeited at the time of retirement.

### Article 18: Court Time

1. Any member of the Police Department who is subpoenaed to testify as a State witness in County, State or Federal Court as a direct result of his official duties for the Borough of Stratford will be compensated at the rate of one hundred thirty dollars (\$130.00) per day. This compensation is only to be paid in such cases that said Association Member is required to appear on off duty hours.
2. Any member of the Police Department, who must appear in State, or Federal Court and must use his own vehicle for transportation, where there are no police vehicles available, will be compensated at the rate of twenty cents (\$.20) per mile to and from such court.
3. Attendance at any required administrative hearing or municipal court will be paid at the rate of time and one-half (1 ½), with a minimum payment of two (2) hours at time and one-half (1 ½) for each hearing date on which attendance is required.

### Article 19: Legal Expenses

If an Association Member is charged with a violation of the law as a result of acts committed while in the performance of his duties, either Criminal or Civil in nature, the Borough shall provide an attorney to defend him. Such attorney shall be satisfactory to the Association Member and the Council. If the attorney's fee cannot be agreed upon, the individual Association Member shall pay any amount of said attorney fees over and above that as approved by Council. Only in the case of findings of not guilty, the Borough shall provide an attorney and pay for all necessary expenses in order to have such offense expunged from the Association Member's record.

## Article 20: Schooling

1. Association Members attending any Police Training Schools, with the approval of the Chief of Police and recognized by the New Jersey Police Training Commission, shall be reimbursed for all school related expenses, if not provided for otherwise.
2. Mileage shall be paid for at the rate of twenty cents (\$.20) per mile traveled; meals shall be paid for at the rate of nine dollars (\$9.00) per meal if not provided otherwise.
3. Any Association Member who desires to attend such schooling shall submit a request in writing to the Chief of Police and the Director of Police. There shall be no limit on the number of courses that an Association Member shall be permitted to attend each year, but the allowance of an Association Member to take such schooling shall depend on the availability of manpower to cover said Association Member's absence during times of schooling. Also, the Borough will reimburse each Police Officer's tuition up to two hundred and fifty dollars (\$250.00) annually for police related college course or any institution of learning teaching continued education for Police Officers as elected by each member.
4. An additional budget line item will be created to provide each Association Member with one hundred dollars (\$100.00) per year, for each year of this agreement. This one hundred dollar allocation shall be expendable at the discretion of the Association Member to purchase any item(s) such as books, videos, or other training aids. Association Members may combine their one hundred dollar allocation for one joint purchase. All property purchased under this article shall remain property of the Borough of Stratford and shall be maintained or controlled by the Chief of Police or his designee.

## Article 21: Work Schedule

1. Officers shall work four (4) days in ten (10) hour shifts for a forty (40) hour workweek and have four (4) days of ten (10) hours per day off.
2. The scheduling of shifts shall be at the discretion of the Chief of Police. No Association Member shall be required to report for a shift of duty with less than twelve (12) consecutive hours off between shift changes, unless an emergency is declared and in such case the Association Member shall be compensated at the overtime rate of pay for such time period only.
3. Any Association Member having completed any shift of duty and who is dismissed at the end thereof and is recalled to duty shall receive a minimum of two (2) hours pay at the overtime rate even though he may work less than the aforesaid two (2) hours. If an Association Member's call-in-time assignment and his regular shift overlap, he shall be paid time and one half (1 ½) for that period worked prior to the regular shift.

4. A workweek will not consist of Sunday to Saturday or Monday to Friday for all officers because of the rotating shifts necessitating some officers to start their workweek on Monday, Tuesday or Wednesday.
5. When shifts are rotated, some officers would work less than a forty (40) hour workweek.
6. All members currently assigned to the Detective Bureau hereby agree to forgo the four on four off work schedule and do hereby agree to work four (4) days of nine (9) hour shifts Monday through Friday as established by the Chief of Police. For said members, four days on shall be followed by three (3) consecutive days off. Affected member's workweek shall consist of thirty six (36) hours per week. In exchange for working an additional fifty two (52) hours per year, each officer assigned to the Detective Bureau shall receive ten (10), nine (9) hour holidays per year. Detectives are hereby allocated ninety (90) hours. Said holidays may be taken at anytime during the course of the year subject to the approval of the Chief of Police.
7. For members of the rank of Lieutenant, Captain, and Deputy Chief, hereby agree to forgo this four on four off work schedule and do agree to work four (4) consecutive ten (10) hour days between Monday through Friday as established by the Chief of Police, and will consequently receive three (3) consecutive days off. Also, in exchange the members of the rank of Lieutenant, Captain and Deputy Chief will receive Personal Days and Holidays as depicted in Article 14 of this agreement.
8. Any member's currently assigned to the capacity of the Day Work Sergeant, hereby agree to forgo the four on four off schedule and do hereby agree to work four (4) days of ten (10) hour shifts Monday through Friday as established by the Chief of Police. For said member(s), four days on shall be followed by three (3) consecutive days off. Affected member(s) workweek shall consist of forty (40) hours per week. In exchange of working an additional two hundred thirty hours (230) per year, said member(s) shall receive twelve (12) ten (10) hour holidays per year.
9. The Chief of Police or his designee that makes the work schedule has the ability to change an Association Member(s) work day to allow for street coverage only. No overtime will be paid to the changed officer unless the officer works more than forty (40) hours in any one work week. The cap on this occurrence would be no more than three (3) occurrences per officer, per year. A twenty four (24) hour notice must be given, when possible, to the officer prior to any schedule change.



## **Article 22: Police Meetings**

In order to foster a better Police Department in the Borough of Stratford, it is hereby agreed that the officers will attend a maximum of six (6) meetings a year for one (1) hour each meeting without compensation and at the direction of the Chief of Police. The Chief of Police or his designee's call for such a meeting must provide five (5) days notice of such a meeting unless an emergency situation arises or compelling circumstances warrant otherwise.

## **Article 23: Lay-Off, Discharge and Retirement**

1. In the event that an officer is laid off, he is to receive payment for his earned accumulated vacation, holiday, sick, compensatory and personal days.
2. If an officer is discharged for cause, the Council shall determine whether or not he is to be paid for any earned accumulated vacation and personal days, depending upon the circumstances of his dismissal.
3. In the event an officer is granted an Inter-Governmental Lateral Transfer, the Governing Body reserves the right to negotiate with P.B.A. Local #30 the payment schedule of all compensatory, vacation and personal time accrued due to possible budget restraints.
4. In any other separation an officer who has vacation time, compensatory and or personal days accumulated from the previous year, shall be paid for the same on a prorated basis for the year he separates. Accumulated sick days shall be compensated according to Article 17.

## **Article 24: Retention of Benefits**

The Borough agrees that all benefits, terms and conditions of employment relating to the status of members of the Stratford Police Department not covered by this Agreement shall be maintained at not less than the highest standards in effect at the time of the commencement of the collective negotiations leading to the execution of this Agreement.

## **Article 25: Pay Periods**

All officers shall receive their paychecks Bi-Weekly on Friday before 3:00 pm. All off-duty employment that is paid to the Borough shall be on a separate check and also paid at the end of the pay period.

## **Article 26: Grievance Adjustment Procedure**

### **A. Purpose**

It is the policy of the Borough of Stratford and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure.

### **B. Submission of Grievance**

1. Before submission of a written grievance, the Aggrieved Member must attempt to resolve it informally.
2. Each grievance shall be submitted in writing and shall identify the Aggrieved Member, the provision of the Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance existed and if known, the identity of the person responsible for causing such events or conditions and general statement of the grievance and the redress sought by the Aggrieved Member.
3. A grievance shall be deemed waived unless it is submitted within ten (10) days after the Aggrieved Member knew or should have known of the events or conditions on which it is based.
4. An Aggrieved Member may submit grievances, which affect them personally and shall submit such grievance to the Chief of Police.

### **C. Grievance Procedure**

The cost of services of the Arbitrator, if any, shall be borne equally by the Borough and the aggrieved Employee.

1. The Chief of Police shall respond in writing to each grievance received. If an Aggrieved Member is not satisfied with the response of the Chief of Police, or if no response is received within two (2) calendar weeks after submission of the grievance, such Aggrieved Member may submit a copy of the grievance to the Mayor and Council.
2. The Mayor and Council or its designated Council Members shall upon request, confer with the Aggrieved Member with respect to the grievance and shall deliver to the Aggrieved Member a written statement of Council's position with respect to it no later than two (2) weeks after the next regularly scheduled or specially scheduled meeting of Council.

#### **D. Rights of Employees**

1. **Employee and Associations:** Any aggrieved person may be represented at all formal steps of the grievance procedure by himself, or at his option, by a representative selected or approved by the association at the expense of the aggrieved person.
2. If the employee is dissatisfied with the decision of Mayor and Council, then the issue or issues will be submitted to P.E.R.C. for binding arbitration.

#### **E. Computation of Time, Changes and Conditions of this Agreement**

1. Whenever any act is required under this Article to be done or performed within a specific period of time, Saturday, Sundays and or Holidays shall be excluded in the computation of such period.
2. Nothing in the procedures set forth in this article shall be deemed to abrogate, repeal, abolish, cancel, modify or otherwise change any other part of this Agreement without the mutual consent of the parties hereto in writing.

#### **Article 27: Fully Bargained Agreement**

- A. This agreement represents and incorporates the complete and final understanding and settlement between the parties of all bargainable issues, which were or could have been subject to negotiations.
- B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement nor whether or not within knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

#### **Article 28: Training Days**

All members of the unit shall attend two (2) three (3) hour training sessions per calendar year. Training sessions shall be scheduled and or approved by the Chief of Police. These training hours / sessions may only be scheduled for the purpose of attending / completing mandatory training as established by the Attorney General, Division of Criminal Justice.

### **Article 29: Duration**

This Agreement shall be in full force and shall remain in effect up to and including December 31, 2014, without any reopening date. This Agreement shall continue in full force from year to year thereafter until renegotiated, after one party or the other gives notice in writing, no sooner than one hundred and fifty (150) days or later than one hundred and twenty (120) days prior to the expiration date of this Agreement of desire to change, modify or terminate this Agreement.

### **Article 30: Sick Time Buy Back**

The sick time buy back shall be available to each unit member who has accrued over three hundred (300) hours in his or her sick time bank. The Borough of Stratford will pay, day to day, at the current rate of pay any hours over three hundred (300) and up to ninety six (96) hours per year. The payout will occur on a separate check during the first pay period of December each year. The sick time buy back shall be at the discretion of the Association Member and shall not be mandatory.

### **Article 31: Salaries & Computation**

A. Salary increases shall be according to the following schedule:

2012 2%  
2013 2%  
2014 2%

B. In computing subsequent years salaries, combine the previous year's salary and the agreed upon percentage increase for that particular subsequent year.

*(Previous year's salary + % increase = subsequent year salary)*

### **Article 32: Employee Reimbursement Liability**

Any member of the Stratford Police Department hired on or after January 1, 2005 and who subsequently receives police training at the expense of the Borough shall remain financially responsible for all costs associated with police training, high law enforcement education including initial police uniforms and bulletic vests cost for a period of three (3) years from date of hire. In the event of resignation, or other voluntary or involuntary separation, the officer shall not be held financially responsible for the aforementioned expenses. In the event an officer completes an Inter-Governmental Lateral Transfer to another municipal police department, the Association Member shall be responsible for reimbursing the Borough for the amount of costs that are depicted below.

Officer leaves within the 1<sup>st</sup> year, the member agrees to pay up to \$5,000.00

Officer leaves within the 2<sup>nd</sup> year, the member agrees to pay up to \$3,000.00

Officer leaves within the 3<sup>rd</sup> year, the member agrees to pay up to \$2,000.00

(Re-payment of the aforementioned amounts will be paid to the Borough of Stratford within six months of the employee's departure.)

## Appendix A

### Salary Schedule

The salaries for each employee for the years 2012, 2013 and 2014 shall be as follows:

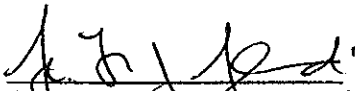
<u>Year</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
<u>Percentage Increase</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>
<u>Years of Service</u>			
<u>OFFICERS</u>			
Starting Year	42,408.46	43,256.63	44,121.76
2nd Year	50,916.17	51,934.49	52,973.18
3rd Year	64,464.38	65,753.67	67,068.74
4th Year	70,169.90	71,573.30	73,004.76
5th Year	77,301.11	78,847.13	80,424.07
6th Year to 10th Year	78,847.13	80,424.07	82,032.55
11th Year to 15th Year	79,693.55	81,287.42	82,913.17
16th Year to 20th Year	80,172.01	81,775.45	83,410.96
21st Year	80,969.54	82,588.93	84,240.71
22nd Year & Beyond	86,637.40	88,370.15	90,137.55
<u>SERGEANT</u>			
Years 1 to 5	80,836.82	82,453.56	84,102.63
6th Year to 10th Year	82,445.68	84,094.59	85,776.49
11th Year to 15th Year	83,213.31	84,877.58	86,575.13
16th Year to 20th Year	83,707.73	85,381.88	87,089.52
21st Year	84,505.20	86,195.30	87,919.21
22nd Year & Beyond	90,420.61	92,229.02	94,073.60
<u>LIEUTENANT</u>			
Years 1 to 5	83,545.49	85,216.40	86,920.73
6th Year to 10th Year	85,216.40	86,920.73	88,659.14
11th Year to 15th Year	86,039.91	87,760.71	89,515.92
16th Year to 20th Year	86,416.39	88,144.72	89,907.61
21st Year	87,213.88	88,958.16	90,737.32
22nd Year & Beyond	93,318.89	95,185.27	97,088.97
<u>CAPTAIN</u>			
Years 1 to 5	87,218.94	88,963.32	90,742.59
6th Year to 10th Year	85,842.13	87,558.97	89,310.15
11th Year to 15th Year	86,586.83	88,318.57	90,084.94
16th Year to 20th Year	87,029.85	88,770.45	90,545.86
21st Year	87,827.32	89,583.87	91,375.54
22nd Year & Beyond	93,975.25	95,854.76	97,771.85

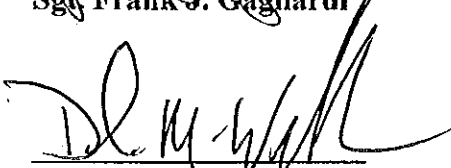
Detective Increment shall be \$1,200.00 above the base salary of equal rank, and years of service.

**Addendum to the Agreement between the  
Borough of Stratford and P.B.A. Local 30**


Consistent with prior Collective Bargaining Agreements between the Borough of Stratford and P.B.A. Local #30, both the Unit and the Employer hereby agree to affix this addendum to clarify the issues of work week, work days and days off. At this time of the negotiations, it was made clear that a workweek would not consist of Sunday to Saturday or Monday to Friday for all officers because rotating shifts necessitating some officer's start their workweek on any given day. It was further clarified that an officer's workweek would consist of four (4) 10-hour days with four (4) days off. It was further understood and agreed that when shifts were rotated, some officers would work less than a forty-hour week. Any officer who works hours in excess of 10 hours per day or is called in on scheduled time off shall be paid overtime at their designated rate.

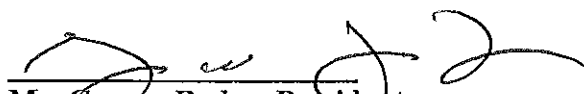
For the P.B.A. Local #30:

  
Sgt. Frank J. Gagliardi


  
Detective Michael Williams

  
Patrolman Thomas Farrell

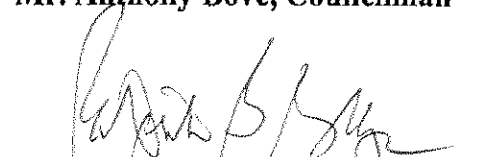
  
Patrolman John Beasley #3209

  
Mr. George Badey, President  
P.B.A. Local #30


For the Governing Body:

  
Mr. John Gentless, Mayor

  
Mr. Anthony Bove, Councilman

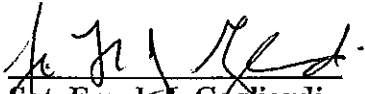
  
Mr. Patrick Gilligan, Councilman

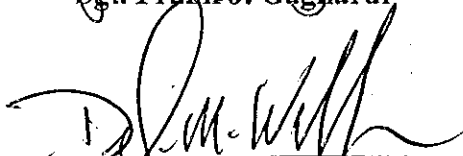
  
Mr. Steve Easterday, Councilman

  
Mr. John Kennan, Borough Clerk

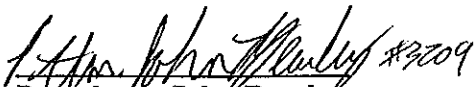
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals within the Borough of Stratford, New Jersey on the 10<sup>TH</sup> Day of APRIL 2012.


For the P.B.A. Local #30:

  
Sgt. Frank J. Gagliardi

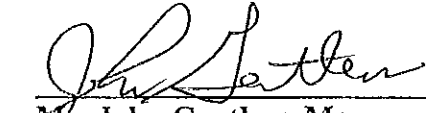
  
Detective Michael Williams


  
Patrolman Thomas Farrell

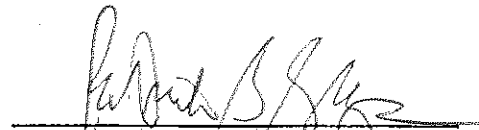
  
Patrolman John Beasley #3209


  
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P.B.A. Local #30


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Mr. John Gentless, Mayor

  
Mr. Anthony Bove, Councilman

  
Mr. Patrick Gilligan, Councilman

  
Mr. Steve Easterday, Councilman

  
Mr. John Kennan, Borough Clerk