

COLLECTIVE BARGAINING AGREEMENT  
JANUARY 1, 1992 - DECEMBER 31, 1993  
BETWEEN

---

BOROUGH OF MILLTOWN  
AND  
MILLTOWN PBA LOCAL 338

---

PREPARED BY: ABRAMSON & LIEBESKIND ASSOCIATES  
POST OFFICE BOX 737  
ASBURY PARK, NEW JERSEY 07712  
TEL. (908) 922-1094

TABLE OF CONTENTS

ARTICLE		PAGE
	PREAMBLE . . . . .	1
I.	RECOGNITION . . . . .	1
II.	ASSOCIATION REPRESENTATIVES . . . . .	2
III.	DUES CHECK-OFF . . . . .	3
IV.	WAGES . . . . .	3
V.	WAGE INCREASE ELIGIBILITY . . . . .	4
VI.	PROMOTION . . . . .	5
VII.	LONGEVITY . . . . .	5
VIII.	UNIFORMS . . . . .	5
IX.	OVERTIME . . . . .	7
X.	MEDICAL BENEFITS . . . . .	9
XI.	HOLIDAYS . . . . .	10
XII.	PERSONAL DAY . . . . .	11
XIII.	POSTING OF JOB VACANCIES . . . . .	11
XIV.	BEREAVEMENT . . . . .	12
XV.	VACATION LEAVE . . . . .	13
XVI.	SICK LEAVE . . . . .	14
XVII.	ACCUMULATED SICK TIME UPON RETIREMENT . . . . .	15
XVIII.	CIVIL ARREST INSURANCE COVERAGE . . . . .	16
XIX.	ADHERENCE TO DEPT. OF PERSONNEL RULES . . . . .	16
XX.	GRIEVANCE PROCEDURE . . . . .	17
XXI.	PERSONNEL FILE . . . . .	18
XXII.	EXCHANGE OF DAYS OFF . . . . .	19
XXIII.	BULLETIN BOARD . . . . .	19
XXIV.	DEFECTIVE VEHICLES . . . . .	20
XXV.	WORKING CONDITIONS . . . . .	20
XXVI.	CEREMONIAL ACTIVITIES . . . . .	20
XXVII.	SAVINGS CLAUSE . . . . .	21
X XXVIII.	MANAGEMENT RIGHTS . . . . .	21
XXIX.	NO STRIKE OR LOCK-OUT . . . . .	22
XXX.	JUST CAUSE PROVISION . . . . .	22
XXXI.	PHYSICAL FITNESS/AGILITY TESTING . . . . .	22
XXXII.	ANNUAL EVALUATION . . . . .	23
XXXIII.	COLLEGE DEGREE INCENTIVE . . . . .	23

TABLE OF CONTENTS

ARTICLE		PAGE
XXXIV.	OUTSIDE EMPLOYMENT. . . . .	24
XXV.	SEPARABILITY. . . . .	24
XXVI.	DURATION OF CONTRACT. . . . .	25

PREAMBLE

This AGREEMENT made on this 29<sup>th</sup> day of December 1992 between the Borough of Milltown, a municipal corporation, by its Mayor and Councilman (hereinafter referred to as the "Employer") and Milltown PBA Local No. 338 (hereinafter referred to as the "Association").

WHEREAS, the Association has been selected as the exclusive bargaining agent by the employees, hereafter to be defined, in accordance with Chapter 303 of the Laws of 1968; and

WHEREAS, said Association has been in negotiations with the Employer pursuant to Chapter 303 of the Laws of 1968; and

WHEREAS, the Association and the Employer have agreed upon certain terms of employment as a result of the negotiations carried on pursuant to law;

NOW, THEREFORE, subject to law as herein provided, the parties hereto, in consideration of the following mutual promises, covenants and agreements contained herein, do hereby establish the following terms and conditions which shall govern the activities of the parties and all affected employees:

I. RECOGNITION

The Employer hereby recognizes the Association as the sole and exclusive bargaining agent for all Milltown patrolmen, corporals and sergeants excluding lieutenants

and the chief of police.

## II. ASSOCIATION REPRESENTATIVES

1. The Association shall have the right to designate such members of the Association, as it deems necessary, as Association representatives and they shall not be discriminated against due to their legitimate Association activities. The Association representatives shall be appointed by resolution of the Association and certified to the Employer by the PBA.

2. The Employer will not discriminate against any employee because of his exercise of his rights to form, join, organize, or support the PBA or to refrain from such activity.

3. The elected representatives of the PBA Local 338, consisting of one (1) state delegate and one (1) convention delegate, will be granted a leave of absence, with pay, to attend the annual state PBA convention. A certificate of attendance to the convention shall, upon request, be submitted by the representatives so attending.

4. In addition, the duly elected state delegate, or his designee, will be permitted to attend one (1) state delegate meeting and one (1) PBA state meeting which is a total of two (2) meetings per month, with pay, for time of said meetings when said meetings interferes with his regular work schedule.

5. The duly elected state delegate, or his designee, will be permitted to attend, with pay, any emergency meeting called by the New Jersey State PBA. A reasonable notice

of planned attendance will be given to the chief of police, or his designee.

6. During contract negotiations, the authorized representatives of PBA Local 338 shall be excused from normal duties for a reasonable amount of time needed for the scheduled negotiations provided their absence does not interfere with the normal work routine of the department.

7. The duly elected Association representative shall be excused from his normal duty assignments to process grievances so long as such visits do not interfere with proper services or ongoing workday schedules.

III. DUES CHECK-OFF

Upon presentation to the Employer of a dues check-off card signed by individual employees, the Employer will deduct from such employees' periodic salaries, the amount set forth on said dues check-off authorization.

IV. WAGES

1. The salary guide shall be retroactive to January 1, 1992 and increased by 3.0/4.0% for 1992 and by 5.0% for 1993, as set forth below:

	<u>1/1/92</u>	<u>7/1/92</u>	<u>1/1/93</u>
PATROLMAN:			
Provisional	\$23,585	\$24,528	\$25,754
1st Year	23,914	24,870	26,114
2nd Year	27,421	28,521	29,947

3rd Year	30,912	32,148	33,755
4th Year	36,046	37,488	39,362
CORPORAL	36,627	38,092	39,997
SERGEANT	38,723	40,272	42,286

2. Police officers hired as of January 1, 1990 will start at the provisional salary step and will remain at this salary until completion of a certified police academy, after which these officers will move to the first year salary step and will remain at this salary step until his one year anniversary date at which time he will move to the second year step.

3. All newly hired officers, hired as of January 1, 1990, will receive a salary based on the discretion of management taking into account prior work experience, among other considerations. However, in no case will officers without experience receive a salary lower than the provisional salary listed on the guide and those officers with experience will not receive a salary lower than the first-year salary listed.

V. WAGE INCREASE ELIGIBILITY

All employees in this bargaining unit being carried on the Borough payroll, or on approved leaves of absence, will receive the wage increase negotiated with the following exception: employees employed prior to the execution of the contract and no longer on the Borough payroll at the execution date of this agreement will not be included in the wage increase.

2. Step increases shall be automatic at the employee's

anniversary date regardless of the date of the execution of the successor agreement.

VI. PROMOTION

It is understood that when an officer is promoted in rank, he/she will receive the next pay step in that rank which is greater than his/her present salary.

VII. LONGEVITY

In accordance with the longevity resolution, as amended by the mayor and council, all eligible employees are entitled to receive longevity based upon their base salaries. Said longevity payments will occur on anniversary date forward till next longevity increase.

5 through 10 years	2%
11 through 15 years	3%
16 through 20 years	5%
21 through 25 years	6%
26 through 30 years	7%

VIII. UNIFORMS

1. All new permanent officers will be issued all clothing and equipment for training purposes, as mandated by the police academy, prior to their start at the academy. Prior to graduation from the academy, the new permanent officer will be supplied a complete official uniform inventory by the chief of police, as described below:



Three (3) year-round trousers, three (3) long sleeve shirts, three (3) short sleeve shirts, two (2) ties, one (1) summer hat, one (1) winter hat, one (1) blouse, one (1) winter coat (leather jacket), one (1) light weight jacket, one (1) duty belt, one (1) utility uniform, one (1) bullet proof vest, one (1) raincoat and rain cover.

2. Starting with the twelfth (12) month following the complete uniform inventory issue and prior to January 1, of the following year, the new officer will receive \$575.00. All checks for clothing allowance will be issued on June 1 of each year.

3. Also, each member, after completing twelve (12) months of service, will receive a maintenance allowance of \$350.00 to be paid November 1 of each year for maintenance and cleaning on clothing and other issue equipment.

4. If at any time it is deemed necessary for the chief of police to add or alter the present uniform inventory, the chief will provide the additional issue initially. Thereafter, the issue will be maintained by a clothing allowance of \$575.00.

5. Said clothing will be purchased at a retailer authorized by the chief of police.

6. The point blank bullet proof vest will be the base cost for the purchase of a bullet proof vest. If an officer elects to purchase a different model, the Borough will pay up to the cost of the point blank vest and the employee will be responsible for any additional cost.

**IX. OVERTIME**

1. Overtime will be paid at the rate of one and one-half times the regular rate of pay for all time worked beyond the regular work period (i.e., 8.50 hours in a work day on a 4-days on, 2-days off schedule and 2,080 hours in a year). Four hours a month for training and meetings are excluded from overtime and will be considered regular hours worked for the purpose of calculating the total hours worked per year.

2. The overtime pay is based upon the 4-2 shift. The Borough operates the department on a 4-2 shift and has the right to reopen negotiation of shift schedule.

3. All overtime shall be distributed equally and by seniority from an overtime list including patrolmen and sergeants. Overtime will be recorded as follows:

"R" means contact made, overtime refused and will be considered as overtime worked;

"A" means overtime accepted and worked;  
and

a "blank space" will denote contact not made-- holiday, sick day (injury), vacation day or personal day.

a. If an officer is not at home when called, this will not constitute a refusal and that officer's name will remain at its proper position on the list.

If no officer from the list can be reached, the officer in charge will cover the post with anyone available or order the officer already on duty to remain on post as an emergency situation will then exist. This section will be executed in a fair manner in which all officers on duty will have equal opportunities.

b. Any officer may decline, in writing, any period of overtime offered to him without explanation except in an emergency situation. The chief of police, or his designee, will decide when a shortage in manpower equates to an emergency.

c. A log will be kept for the purpose of recording all calls made from the overtime list. The officer in charge will enter the date, time, officer's name and the result of each call he makes from the list. The officer in charge will sign the log. The log will be posted in a conspicuous place within headquarters and be available to all officers at any time. Copies of log will be held for one (1) year.

4. When an officer is off duty and is required by the department to appear in court, or a departmental hearing as a result of an incident arising out of his employment, he shall be paid at the overtime rate, if the hours are in excess of regular duty hours as describe in Section 1, above.

5. When an officer is called into work from his off-duty hours, he will be guaranteed four (4) hours overtime pay, if the hours are in excess of regular duty hours as described in Section 1, above. It is understood that the commanding officer may use the services of the

officer called in to the extent of four (4) hours.

6. It is understood and agreed that this section does not apply to emergency situations. "Emergency" means any situation which jeopardizes the public health, safety and welfare, as defined by state law or ordinances, and requires alteration of scheduled work hours, shifts, and/or personnel assignments or any unforeseen circumstances.

7. Except in such emergencies, police officers shall be provided with twenty-four (24) hour notice when work schedule or duties are changed (reporting to and from substitution).

#### X. MEDICAL BENEFITS

1. All full-time employees and employee's eligible family (as defined by Blue Cross-Blue Shield) shall be covered by Blue Cross-Blue Shield, and Rider J, or equivalent, at the Employer's expense. Major Medical for eligible employees and family shall be supplied at the Employer's expense. The Employer may change carrier or elect to become self-insured with approval of the Association and upon a prior notice to the employee organization so long as equivalent coverage is provided.

2. Health Maintenance Organization (HMOs). Several Health Maintenance Organizations are available to the employee as an alternate to Blue Cross-Blue Shield, Rider J and Major Medical. The Borough will contribute the same amount toward HMO coverage as is contributed toward traditional coverage. In the event HMO coverage is elected, the employee may be subject to a payroll deduction depending on the type of coverage and difference between Blue

Cross-Blue Shield, Rider J and Major Medical and the plan chosen.

3. Extended Medical Benefits. Employees who are on approved leaves of absence will be granted a ninety (90) day extension of medical coverage during a medical leave of absence. This shall be in accordance with the current Borough medical coverage policy.

4. Prescription. All full-time employees and their families shall be covered, at the Employer's cost and expense, by a drug prescription program. The plan shall include the requirement of a copayment of \$2.00 per prescription by the employee.

5. All officers and their families shall be covered by an eye care reimbursement program at the Employer's sole cost and expense. The reimbursement may be for examination fees, lenses and/or frames or contact lenses. The total reimbursement for each family shall not exceed the sum of \$100.00 per year. Any unused portion of the allowance shall be carried over to the following year.

6. Effective January 1, 1993, the Borough will institute the Delta Dental Family Plan 1-B as submitted by the Association. The parties agree that the Borough's contribution for each officer shall be capped at \$655.00 per year. The total cost to the Borough of this coverage for this bargaining unit will not exceed \$6,000 in 1993.

#### XI. HOLIDAYS

The present holiday schedule in effect of fourteen (14) holidays is to be adhered to. Employees will receive a lump sum payment at the end of November of each year

at his regular hourly rate for ten (10) holidays and at an additional time-and-one-half rate for any of the four (4) holidays that are worked to be chosen at the discretion of the Borough and which are the Fourth of July, Thanksgiving, Christmas and New Year's Day.

**XII. PERSONAL DAY**

1. All full-time employees shall have three (3) personal days. Personal days may be taken on separate days; however, the employee will give the Employer one (1) day notice (24 hours) for each personal day to be taken. The third personal day will be granted as long as the request for the personal day does not result in an overtime situation for the Borough.

2. Personal days may not be accumulated, from year to year, unless refused for operational needs of the police department. Then they will be carried to the next year and used as soon as possible.

**XIII. POSTING OF JOB VACANCIES**

1. All job vacancies in the Milltown Borough Police Department shall be posted on the necessary bulletin boards for a period of at least two (2) weeks. Expired posted notices will be retained by the Employer for three (3) months.

2. The Borough has the right to temporarily fill a new job or vacancy pending results of posting. Filling of job vacancies on a permanent basis will be subject to the rules and regulations of the Department of Personnel.

3. A written application for these jobs or vacancies will be submitted on forms provided by the Employer and distributed as follows:

- a. one copy to be retained by the officer applying;
- b. one copy to the department head;
- c. one copy to the chief of police; and
- d. one copy to the Association.

4. In the selection of an applicant, seniority will be given consideration and recommendations of the applicant's supervisors will also be considered, the chief having the right to the final selection of the applicant.

5. The applicant selected will be notified, in writing, and assigned within two (2) weeks following termination of the posting period.

#### XIV. BEREAVEMENT

1. All employees shall receive three (3) days leave in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, aunts and uncles.

2. It is understood and agreed that this bereavement leave will be communicated to the department head by the employee and said employee shall be granted three (3) days



leave of absence consisting of three (3) working days next following the day of death until the date of burial. The employee will be compensated for the time lost during said period from his regularly scheduled work, not to exceed three (3) days.

XV. VACATION LEAVE

1. A new employee shall be granted vacation leave only at a rate of one (1) day per month on a month-to-month basis until the completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of vacation days shall be credited to the employee for the balance of the calendar year ending December 31.

2. If separation occurs before the end of the year and more vacation days have been taken than is appropriate, the per diem rate of pay for the excess days shall be deducted from the final pay.

3. All employees shall be granted vacation leave based upon the following schedule. (It is understood that when reference is made to six to twelve years, etc., six means the start of the sixth year, etc.)

1 - 5 Years	12 Days Per Year
6 - 12 Years	15 Days Per Year
13 - 20 Years	20 Days Per Year
21 - 30 Years	25 Days Per Year
31 Years and Over	30 Days Per Year

4. Vacations may be taken during any part of the year, provided they do not interfere with the normal operations of the department and in serving the best





interests of the public at large. However, it is agreed to and understood that exceptions to the prescribed rule will be reviewed with scheduling and/or openings for vacations as permissible.

5. It is understood and agreed that yearly vacations will be chosen by seniority. It is also further agreed to and understood that when a police officer is scheduled off on the weekend, he will be permitted to take his vacation in conjunction with said weekend.

6. All officers must submit their requests for vacations by March 15 of each year. If requests are not submitted, the officer(s) will lose their place in seniority and vacations will be scheduled at the discretion of the chief of police. All officers are to be notified of approval by April 30.

7. If due to operational needs vacations are refused, said vacations may be carried over to the following year or, at the discretion of the individual officer, they may be paid at the current rate of that year (i.e., 8 hours = 1 vacation day). Either option must be taken by July 1 of the following year.

8. By February 15 of each year, the Employer shall furnish to each employee a written record of the employee's vacation days available for the upcoming year. Employees shall return a signed-off copy of this record to the Employer by April 1 of each year.

#### XVI. SICK LEAVE

1. A new employee shall earn sick leave at a rate of one and one-quarter ( $1\frac{1}{4}$ ) days per month on a

month-to-month basis until completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31st.

2. If termination occurs before the end of the year and more sick leave has been taken than earned, the per diem rate of pay for the excess days shall be deducted from the final pay.

3. Sick leave shall accumulate year-to-year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year.

4. All other proper and authorized leaves as provided in the rules of the Department of Personnel constitute a part of this agreement. An employee is entitled to use sick leave when he is incapable of working for medical reasons.

5. Paid holidays occurring during a period of sick leave shall not be chargeable to sick leave.

6. By February 15 of each year, the Employer shall furnish to each employee a written record of the employee's sick days available for the upcoming year. Employees shall return a signed-off copy of this record to the Employer by April 1 of each year.

**XVII. ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT**

1. Personnel <sup>hired</sup> after January 1, 1990, will not carry-over or accumulate sick leave from year-to-year for



retirement purposes.

a. For persons with less than twenty (20) years of service as of January 1, 1990, any accumulated sick leave, as of December 31, 1989, payment shall be calculated at the rate of pay at which the leave was earned.

b. Except, persons with twenty (20) years or more of service as of January 1, 1990 will receive accumulated sick leave payments which will be calculated at the rate of pay which is being received at the time of retirement.

2. Employees who retire and who are entitled to accumulated sick time payments upon retirement, as noted above, will receive a lump sum payment for unused sick leave in an amount of onehalf (1/2) payment for every full day earned in unused sick leave, with a total amount not to exceed \$12,000.00, credited to him/her on the employment records and certified by the Borough on the effective date of his/her retirement.

**XVIII. CIVIL ARREST INSURANCE COVERAGE**

The Employer agrees to false arrest insurance coverage for employees who are named defendants in civil liability actions related to activities within the scope of their employment.

**XIX. ADHERENCE TO DEPARTMENT OF PERSONNEL RULES**

The Employer and the Association understand and agree



that all rules promulgated by the New Jersey Department of Personnel concerning any matter not specifically covered in this agreement shall be binding upon both.

XX. GRIEVANCE PROCEDURE

Definition. A grievance is any dispute between the parties concerning the application or interpretation of final agreement reached through these negotiations or any complaint by an employee as to any action or non-action taken towards him which violates any right arising out of his employment.

Step 1. The employee shall present the grievance of dispute to his immediate supervisor verbally within fifteen (15) working days of its occurrence. The supervisor shall attempt to adjust the matter and shall respond verbally within seventy-two (72) hours. (Working days are to be considered as Monday to Friday.)

Step 2. If the grievance has not been settled, it shall be presented within five (5) working days, in writing, by the Association representative to the chief of police, after the supervisor's response is due. The chief, or his designee, shall respond to the Association representative, in writing, within five (5) working days.

Step 3. If the grievance remains unadjusted to the satisfaction of the aggrieved or unanswered by the chief, it shall be presented by the Association representative to the public safety committee, in writing, within seven (7) working days after the response of the chief is due. The public safety committee shall respond within ten (10) working days, in writing, to the Association representative.



Step 4. If the grievance still remains unadjusted to the satisfaction of the aggrieved or unanswered by the public safety committee, it shall be presented by the Association representative to the mayor, in writing, within seven (7) working days after the response of the public safety committee is due. The mayor, or his designee, shall respond within ten (10) working days, in writing, to the Association representative.

Step 5. If a grievance is not settled in the levels provided for in this article, as set forth above, the Association shall have the right to submit such grievances to binding arbitration under the rules and regulations of the New Jersey Public Employment Relations Commission (PERC). The decision of the arbitrator, along with his or her reasoning, shall be submitted, in writing, to the Borough and to the PBA and the cost of the arbitrator's services shall be borne equally between the parties.

#### XXI. PERSONNEL FILE

1. It is understood and agreed that the files maintained by the chief of police and the personnel director are the official personnel files for all officers. No other file, document or dossier of personnel records will be maintained, official or otherwise, by any other person, for any reason whatsoever.

2. Any member of the department may, by appointment, review his personnel file but this appointment for review must be made through the chief or his designee.

3. Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebutt it if he so desires and he shall be permitted to place said rebuttal in his file.

4. All personnel file entries concerning minor written reprimands will be removed from the officer's personnel file twenty-four (24) months from the date of entry providing there is no recurring like disciplinary action taken within the twentyfour (24) month period. If there is a disciplinary action taken within the twenty-four (24) month period, the file shall be kept until such time that there is a period of twenty-four (24) months without disciplinary action at which time the record of discipline shall be removed from his file.

**XXII. EXCHANGE OF DAYS OFF**

The chief, or his designee, may grant a request of any member of the department to exchange hours, duty, day off or shifts subject to standard rules and regulations pertaining to all members who make this request. The officer(s) making such request shall do so with a memo to the chief.

**XXIII. BULLETIN BOARD**

The Employer shall permit a bulletin board for the use of the Association in a location to be determined by the chief of police. The Association will assume the expense of the bulletin board.



XXIV. DEFECTIVE VEHICLES

1. It shall be the responsibility of each officer to immediately report any defective vehicle to his immediate supervisor. If a vehicle is determined to be operationally unsafe, another vehicle will be provided if available.

2. In the event a vehicle is determined to be operationally unsafe, said vehicle shall be removed from service and repaired. This article shall cover all emergency equipment--i.e., radio, lights and siren (hand units not included).

3. The officer in charge, or mechanic on duty, will determine whether the vehicle is operationally unsafe. If said vehicle is deemed safe, a written note will be given to the officer, upon his request, that said vehicle is in safe operational condition.

XXV. WORKING CONDITIONS

1. Proposed new rules or modification of existing rules governing working conditions shall be negotiated with the union representative before they are established.

2. Copies of all general orders shall be sent to the Association.

XXVI. CEREMONIAL ACTIVITIES

1. In the event a law enforcement officer in another



department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two (2) off-duty uniformed officers of the department to participate in funeral services for said deceased officer. Reasonable notice shall be given.

2. In the event a law enforcement officer in another department in the County of Middlesex becomes deceased through causes not in the line of duty, the Employer will permit at least two (2) off-duty uniformed officers of the department to participate in funeral services for said deceased officer. Reasonable notice shall be given.

3. Subject to the availability of same, and subject to the chief's approval, the Employer will permit a department vehicle to be utilized by the member in the funeral service. Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral services.

XXVII. SAVINGS CLAUSE

It is mutually understood and agreed that all benefits current enjoyed by employees and not modified by this agreement shall remain in effect and become part of this agreement.

XXVIII. MANAGEMENT RIGHTS

All of the rights, power and authority possessed by the Employer prior to the signing of this agreement are retained exclusively by the Employer subject only to such





limitations as are specifically provided in this agreement.

**XXIX. NO STRIKE OR LOCK-OUT**

Neither the Association nor the employee or the Employer shall interfere, instigate, promote, sponsor, engage in or condone any strike or concerted work stoppage, lock-out or any other intentions of interruption of work. (In accordance with New Jersey Statutes annotated, Constitution of the State of New Jersey, Article 1, Paragraph 19.)

**XXX. JUST CAUSE PROVISION**

1. No officer shall be disciplined or discharged without just cause.

2. When an officer is the subject of any discipline, it is understood and agreed that a representative may be present when requested by the officer.

**XXXI. PHYSICAL FITNESS/AGILITY TESTING**

1. The Borough of Milltown will conduct a physical fitness/ agility test in the second quarter of 1991. All officers will have an opportunity to take the physical fitness/agility test, as submitted to the PBA, to determine whether they qualify under the norms established for the test. No record will be maintained of any officer's performance of the initial physical fitness/agility test.

2. Commencing December 1991, all officers will take



the physical fitness/agility test and the Borough will maintain a record of each officer's scores on the test. All officers will be given an unlimited opportunity to retake the test until he/she passes.

3. Initial physical fitness testing will be conducted during work time or training time. All other retakes will not be work time and will not be compensable or included in the calculation of overtime.

4. All officers will be provided, at the Borough's expense, the opportunity to have a pre-physical medical screening under the guidelines established by a sports medical practitioner.

5. The Borough will make arrangements for training facilities until such time as permanent facilities are available in the new municipal complex.

**XXXII. ANNUAL EVALUATION**

Commencing December 1990 and every December thereafter, the total performance of all officers will be evaluated according to criteria established by the Borough. For this contract there will be no penalties assessed for a negative evaluation.

**XXXIII. COLLEGE DEGREE INCENTIVE**

Officers shall be granted an educational incentive payment based upon the attainment of the following degrees related to the criminal justice field. It is understood and agreed that the attainment of a higher degree eliminates



any further compensation for the holding of the lower degree.

Associates Degree	\$ 500.00
Bachelors Degree	\$1,000.00
Masters Degree	\$1,500.00

XXXIV. OUTSIDE EMPLOYMENT

1. Officers shall be permitted to contract work other than normal patrol duties and normal police work. Uniformed outside employment shall be contracted through the chief of police and the chief, or his designee, shall equally distribute such work, to the extent possible, on a rotating basis among the officers (pursuant to the overtime procedures).

2. Officers shall be paid for such contracted work, by separate check by the Borough, in the next pay period following said contracted work at the established rate of twenty-five dollars (\$25.00) per hour.

XXXV. SEPARABILITY

In the event that any federal or state legislation, governmental regulation or court decision causes invalidation of any article or section of this agreement, all other articles and sections not so invalidated shall remain in full force and effect and the parties shall meet to negotiate a legal substitute for such an invalidated provision.

XXXVI. DURATION OF CONTRACT

It is hereby agreed by the Borough and the Association that this contract shall remain in effect from January 1, 1992 until December 31, 1993. It is understood and agreed that the provisions of this contract will remain in effect until the signing of a new agreement. It is further understood and agreed that Articles IV and V of this agreement will remain the same, pending the signing of a new agreement.

This agreement may be reopened by either party upon notice in writing at least sixty (60) days and no more than one hundred and twenty (120) days prior to December 31, 1993.

IN WITNESS WHEREOF, the Borough and the Association have caused this agreement to be signed by their duly authorized representatives:

BOROUGH OF MILLTOWN:

MILLTOWN PBA LOCAL 338:

Raymond B. Graulich  
Raymond B. Graulich, Mayor

Roy Manfredi  
Roy Manfredi, President

Robert Saffer  
Robert Saffer, Representative

ATTEST:

DATED:

Michael S. Januszka  
Michael S. Januszka, Clerk

1/4/93