

AGREEMENT
BETWEEN
BOROUGH OF HELMETTA
AND
SPOTSWOOD P.B.A. LOCAL NO. 225
ON BEHALF OF THE HELMETTA POLICE OFFICERS

JANUARY 1, 2010 THROUGH DECEMBER 31, 2014

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This Agreement is made and entered into this _____ day of _____, 2012 between the BOROUGH OF HELMETTA, a Municipal Corporation in the County of Middlesex and the State of New Jersey (the "Borough" or the "Employer") and the SPOTSWOOD P.B.A. LOCAL NO. 225 on behalf of the Helmetta Police officers (collectively, the "Association" or the "officers", individually, the "officer").

WHEREAS, the Borough and the Association recognize and declare that providing quality police protection for the Borough is their mutual aim, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

The Borough hereby recognizes the Association as the sole and exclusive representative and bargaining agent for all regular employees of the Police Department, for the purpose of collective negotiations with respect to salaries, benefits, working conditions, procedures for adjustments of disputes and grievances and other related matters.

ARTICLE II
COLLECTIVE BARGAINING PROCEDURE

Section 1.

In accordance with the provisions of N.J.S.A. 34:13A-1 et seq. and the amendments and supplements thereto, the following negotiation procedure shall be followed in all future negotiations between the parties unless otherwise provided by law.

Collective bargaining with respect to rates of pay or other conditions of employment shall be conducted by the duly authorized agent of each of the parties. Unless otherwise designated, the Mayor of the Borough and the Council President, or their designees, and the senior officer in the Borough of Helmetta or his designees shall be the respective negotiating agents for the parties.

Section 2.

Not more than three (3) additional representatives of each party shall participate in collective bargaining meetings.

Section 3.

Collective bargaining meetings shall be held at the request of either party. All meetings shall be conducted in the Borough Hall in the Borough of Helmetta and shall take place at a mutually agreed time.

Section 4.

In all respects, the negotiations between the parties shall be conducted in accordance with the laws of the State of New Jersey and in particular N.J.S.A. 34:13A-1 et seq. and the rules and regulations of the Public Employment Relations Commission and the amendments and supplements thereto.

ARTICLE III

GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance

A grievance is a complaint pertaining to conditions or relationships between employer and employee. A grievance is also defined as an alleged violation of this Agreement or an alleged improper administrative decision.

Section 2.

A. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the police administration and having the grievance adjusted without intervention of the grievance procedure and the Association, provided the adjustment is not inconsistent with this Agreement. The Association shall be given the opportunity to be present at such meeting provided the person seeking the grievance requests it.

B. Any officer covered by this Agreement may file a grievance. The Association, on behalf of the employee, may appoint a Grievance Representative; if no appointment is made, the officer filing the grievance shall proceed without representation from the Association.

C. The employee or the Association shall institute the grievance procedure in writing within fifteen (15) business days of the grievance or it shall be deemed abandoned. "Business" days shall be defined as weekdays.

Section 3. Steps of the Grievance Procedure

Step 1. A grievance shall be presented in writing to the Chief Law Enforcement Officer. The Chief Law Enforcement Officer may arrange to meet with the grievant for

the purpose of adjusting or resolving the grievance. A decision shall be made by the Chief Law Enforcement Officer within ten (10) calendar days.

Step 2. If the grievance is not resolved to the satisfaction of the Association by the Chief Law Enforcement Officer, then the Association may present the grievance, in writing, within ten (10) calendar days to the Business Administrator. Service upon the Business Administrator shall be made through the office of the Municipal Clerk. A decision shall be made by the Business Administrator within ten (10) calendar days.

Step 3. If the grievance is not resolved to the satisfaction of the Association by the Business Administrator, then the Association may present the grievance, in writing, within ten (10) calendar days to the Public Safety Committee. Service upon the Public Safety Committee shall be made through the office of the Municipal Clerk. A decision shall be made by the Public Safety Committee within ten (10) calendar days.

Step 4. If the grievance is not resolved to the satisfaction of the Association by the Public Safety Committee, then the Association may present the grievance, in writing, to the Mayor and Council. Service upon the Mayor and Council shall be made through the office of the Municipal Clerk. The Mayor and Council may hold a hearing at which time all parties at interest may be heard. The Mayor and Council shall respond to the grievance in writing within thirty (30) business days of its initial filing with the Clerk under this Step.

Step 5. If the grievance is not resolved to the satisfaction of the Association following the Step 4 determination, then the Association may present the grievance within ten (10) calendar days after receipt of the decision to the New Jersey Public Employment Relations Commission for arbitration. The cost for the arbitrator's services shall be borne equally by the Borough and the Association. Each party shall be responsible for any expenses incurred by them in preparation for the arbitration hearing. The selection of the arbitrator and the conduct of the arbitration proceeding shall be consistent with the rules of the New Jersey Public Employment Relations Commission. The decision of the arbitrator shall be final and binding upon the parties.

Section 4.

A. The time limits specified in the preceding sections of this Article shall include Saturdays, Sundays and holidays unless the last day of the time limit falls on a Saturday, Sunday or holiday in which event the non-Saturday, non-Sunday or non-holiday will be counted as the last day. The time limits may be extended by mutual written agreement of all parties. Further, the steps provided in this Article may be waived by mutual written agreement of the parties.

B. If a grievance is not submitted within the prescribed time limits as provided in this Article, including the provisions for the extension of time limits, the grievance shall be deemed settled. If the Borough or any person having the responsibility of the hearing and rendering a decision under this Article fails to meet or answer any grievance within the prescribed time limit, including any extension, such grievance shall be deemed denied and may proceed to the next step.

C. The Borough shall permit the Association's Grievance Representative to conduct the business of the Representative, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth above, during the duty hours of the members without loss of pay provided the conduct of such business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policeman or special officers to bring the Department to its proper effectiveness.

D. This Article shall not be deemed to waive any rights of the employee or officer under the laws of the State of New Jersey existing now or in the future.

ARTICLE IV

COMPLAINTS AGAINST EMPLOYEES

Whenever there are any charges or complaints in writing against any member of the Police Department, they shall be initially investigated by the Chief Law Enforcement Officer with the Chief Law Enforcement Officer advising the Association that the investigation is being conducted. In the event the Chief Law Enforcement Officer determines that discipline beyond a reprimand is warranted, the matter shall be referred to the Business Administrator. The Business Administrator may return the matter to the Chief Law Enforcement Officer for further investigation, dismiss the matter or determine that formal charges pursuant to State law may be necessary and refer the matter to the Mayor and Council. In the event of any formal hearing before the Mayor and Council, the officer shall be notified in writing according to law and given the hearing date, nature of the charges, the complainant's name and address and the names and addresses of any witnesses. This section shall not be deemed to waive any rights of the officer under the laws of the State of New Jersey now or in the future. Further, under the laws of this State, the officer or officers shall have the right to be represented by counsel.

ARTICLE V
HOLIDAY PAY

Section 1.

It is recognized by the Borough and the Association that officers shall be required to work holidays as scheduled by the Chief Law Enforcement Officer. As compensation for working on holidays, each member shall be paid \$4,000 in holiday pay.

Section 2.

For purposes of this Article, the following dates shall be considered holidays worked by the Association: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

Section 3.

In the event an officer is hired after January 1st of a year, holiday pay shall be prorated based on the number of holidays remaining in the year divided by the number of holidays set forth in Section 2.

Section 4.

Holiday pay shall be folded in and paid along with the base pay in the final pay period prior to Thanksgiving and used in all calculation purposes.

ARTICLE VI

VACATIONS

Section 1.

The particular period of year when an officer seeks to choose his vacation shall be determined by giving preference to the officer's length of employment insofar as possible and practical.

Section 2.

For an officer with less than four (4) years of employment, annual vacation leave with pay shall be earned at the rate of 0.83 days per month worked.

Section 3.

An officer shall be entitled to select his vacation in accordance with the length of his employment whenever possible and practical considering the needs of the Borough. An officer shall be entitled to annual vacation in accordance with the following schedule:

- | | |
|---|--|
| A. Less than four (4) years of service | Ten (10) working days subject to Section 2 above |
| B. Fourth year through Ninth year | Fifteen (15) working days |
| C. Tenth year through Nineteenth year | Twenty (20) working days |
| D. Twentieth year through twenty-fifth year | Thirty (30) working days |

Section 4.

An officer employed prior to January 1, 2010, may elect to defer their annual vacation days subject to a maximum "bank" of forty-five (45) days. An officer may use "banked" vacation days subject to the following conditions:

A. No more than two (2) weeks vacation time may be taken at a time without the prior written approval of the Chief Law Enforcement Officer.

B. "Banked" vacation days shall be used before any newly earned vacation days.

C. In the event of any cash payment for vacation days, payment shall be made at the rate of pay at which the vacation days were earned.

Any officer hired after 1/1/2010 shall be allowed to bank only 14 vacation days with the approval of the Chief Law Enforcement Officer.

ARTICLE VII
PERSONAL DAYS

Section 1.

Each officer shall, at his option subject to Section 2 below, be entitled to three (3) personal days during each year of employment. Personal days are defined as meaning the taking of a day off by any member of the Association for any personal reason which, in the opinion of the officer, is sufficient reason for taking the time off. The time off shall be with full pay. Furthermore, whenever an officer requests the taking of a personal day, he shall give forty-eight (48) hours notice to the Chief Law Enforcement Officer prior to the taking of time off and, upon providing such notice, the request shall be honored. If an officer gives less than forty-eight (48) hours notice of intent to use a personal day, the officer shall give a reason for requesting the personal day and the request shall be honored provided that coverage of the shift is available through other than forced overtime.

Section 2.

Personal days may not be taken on a scheduled holiday.

ARTICLE VIII

SALARY

Section 1.

The annual base salaries for officers covered by this Agreement shall be as set forth below. Officers shall be compensated on a bi-weekly basis.

Academy	\$29,120
1	\$33,488
2.	\$37,856
3	\$42,224
4	\$46,592
5	\$50,960
6	\$55,328
7	\$59,696
8	\$64,064
9	\$67,600
Sergeant	\$73,840

Section 2.

The salaries in this Agreement are based on the officers working a forty hour week.

Cost of Living Increases shall be as follows and shall only be given to officers not receiving a step increase, as outlined above, and are not retroactive for the year of 2011:

2011 – 1.5%

2012 – 2%

2013 – 2%

2014 – 2%

Section 3.

Whenever an officer is assigned in writing to a higher rank, excluding “Senior Officer”, involving and performing higher responsibilities for a period in excess of thirty (30) days, such officer shall be paid at the rate of the higher rank.

Section 4.

The Borough shall make payment of all retroactive pay and benefits, if any, due as a result of this Agreement no later than ninety (90) days after its complete execution by all parties.

ARTICLE IX

LONGEVITY

Section 1.

An officer shall be paid, in addition to his current annual wages, a longevity increment in relation to his annual base salary and based upon his years of continuous employment in the Borough in accordance with the following schedule:

A. On completion of five (5) years of service	Two percent (2%)
B. On completion of eight (8) years of service	Three and a quarter percent (3.25%)
C. On completion of fourteen (14) years of service	Four percent (4%)
D. On completion of twenty (20) years of service	Five percent (5%)
E. On completion of twenty-five (25) years of service	Six percent (6%)

Section 2.

Officers hired after January 1, 2010 shall not be entitled to longevity pay.

ARTICLE X

OVERTIME

Section 1.

Overtime shall consist of payment for all time that officers covered by this Agreement work in excess of forty (40) hours per week. Overtime shall include court time during off duty hours, telephone standby or where an officer is placed on call in all matters pertaining to police business and law enforcement involving civil actions and criminal actions be it at the request of a court order, order of the county prosecutor or other law enforcement agency, or subpoena from any persons or entity as may be provided for under law. Overtime shall not be paid for attendance at disciplinary or administrative hearings where the officer is the target of the hearing and the officer pleads or is found guilty.

Section 2.

All overtime shall be paid at the rate of time and one-half (1½) of regular pay. Regular pay is defined as base pay and longevity pay.

Section 3.

In the event an officer is required to appear in court during off duty hours and the appearance takes place outside the boundaries of the Borough of Helmetta, overtime shall be paid from the time of departure through the time of return to the place of departure or the Helmetta Police Headquarters, whichever is first. When an officer is required to appear in court either immediately before or immediately after his shift, the officer's compensation shall be limited to the actual hours in excess of the officer's shift. An

officer shall not be entitled to overtime pay in the event his attendance is required at a disciplinary hearing in which the officer is a defendant or quasi-defendant.

Section 4.

An officer shall be paid for two (2) hours at his regular rate of pay if he receives less than twenty-four (24) hours notice of the following and works the new shift:

- A. Change in shift on the day of scheduled work.
- B. Required to work on a scheduled day of rest.

Section 5.

In the event an officer is called in to duty for other than shift coverage with less than twelve (12) consecutive hours off, he shall be paid overtime for all time worked during such period and, in addition, he shall be paid an additional two (2) hours at regular pay regardless of the actual time worked.

Section 6.

In the event an officer is called in to duty for other than shift coverage, he shall be paid a minimum of two (2) hours regardless of the actual time worked. If the officer works more than two (2) hours, time shall be credited in quarterly increments beyond two (2) hours.

Section 7.

Overtime shall be distributed as follows to insure equal distribution of overtime to all eligible officers; overtime shall be offered to specials only after it has been offered to all officers covered by this Agreement:

- A. The filling of all overtime shifts shall be determined by a rotating overtime list which will be kept by the Chief Law Enforcement Officer for each calendar year. The

list shall start with the highest-ranking officer, seniority determining priority within the same rank. Each year the list will start with the next officer on the list from the prior year.

B. The overtime list will be posted on the Officer's Bulletin Board and the Chief Law Enforcement Officer will maintain a copy. This list will consist of the following:

1. Names of all eligible officers in order of rank and seniority;
2. Date of overtime assigned or offered;
3. Response to overtime opportunity for each eligible officer as follows:
 - (a) "Refusal" – an officer is contacted and refuses to work overtime; this will be considered overtime worked for purposes of determining eligibility for overtime.
 - (b) "Number of hours" – overtime accepted by officer.
 - (c) Blank space – officer was not contacted.

C. An officer's rights regarding the determination of eligibility for overtime are as follows:

1. If an officer is not at home when contacted, it will not be considered a refusal and the officer will retain his position on the eligibility list.
2. An officer may decline in writing any offer of overtime without explanation except in an emergency situation as determined by the Chief Law Enforcement Officer.
3. If the event the contact with an officer is by phone and the officer fails to answer, the next officer or special officer shall not be contacted for thirty (30) minutes

from the time of the call; if no return phone call is received within thirty (30) minutes, the next officer or special officer shall be contacted.

ARTICLE XI

HOURS AND WORK WEEK

Section 1.

The parties understand and agree that the standard weekly work schedule for officers covered by this Agreement requires officers working eight (8) hour shifts as determined by the Chief Law Enforcement Officer and a normal work week of forty (40) hours per week. The work schedule shall be arranged to give the maximum time possible between shifts being served by the officer and in no event, except as evidenced in the present schedule, shall the time between shifts be less than twelve (12) hours except in emergencies.

Section 2.

The work schedule shall be posted at least thirty (30) days in advance. It is further understood and agreed that for just and reasonable cause, the schedule may be changed at a later date if found to be necessary for proper operation of the Police Department and the welfare of the Borough. When a change is made to an officer's posted work schedule, the officer shall be notified by the Chief Law Enforcement Officer as soon as possible through either phone contact or written notice.

Section 3.

The parties further agree that any changes in the existing daily or weekly work schedule which may be necessitated for the efficient operation of the work force shall, prior to their implementation, be discussed with the Association and the Association shall have the right to submit and discuss written recommendations with the Chief Law Enforcement Officer and the Public Safety Committee.

ARTICLE XII

EXTRA DUTY

Section 1.

Extra duty work performed for outside contractors shall be performed as extra duty work for the Borough of Helmetta as employer. Compensation for such extra duty work shall be paid through the normal payroll system of the Borough within two (2) weeks from the date on which the payroll information is provided to the Borough.

Section 2.

The extra duty work rate shall be Sixty-Five Dollars (\$65) and the administration fee shall be charged to the contractor. The extra duty work rate shall be effective upon the signing of this contract.

Section 3.

In the event an officer is scheduled for extra duty work and the extra duty work is cancelled without reasonable notice, the officer shall be compensated for two (2) hours work at the extra duty rate. Reasonable notice is hereby defined as two (2) hours prior to the commencement of extra duty work, which notification can be made by phone contact at the officer's normal telephone number.

ARTICLE XIII

RETIREMENT AND PENSION

The officers shall retain all prior rights under applicable law or regulations presently in effect and as may be amended and supplemented to their benefit in the future. Further, the Borough shall continue to make such contributions as previously provided with respect to the pension and retirement benefits to officers covered by this Agreement and under the applicable laws and statutes of the State of New Jersey. No medical reimbursement shall be paid to any officer retiring from the Borough of Helmetta.

ARTICLE XIV

TRAVEL AND EXPENSE PAY

If an officer is authorized by the Chief Law Enforcement Officer or the Borough Council to use the officer's personal vehicle to travel on official business, the officer shall be entitled to reimbursement for mileage at the mileage rate then in effect. In addition, the officer shall be entitled to all reasonable travel expenses incurred. Payment will be made within two (2) pay periods of the request for reimbursement having been submitted.

ARTICLE XV

BEREAVEMENT PAY

Section 1.

Whenever death occurs in an officer's immediate family, he shall suffer no loss of pay for up to four (4) days of consecutive leave provided that one (1) of those days is the day of the funeral. "Immediate family" is defined to include spouse, children, parents, grandparents, grandchildren brothers, sisters and spouse's parents, grandparents, brothers and sisters.

Section 2.

Whenever death occurs for an officer's or officer's spouse's aunt, uncle or cousin, he shall suffer no loss of pay for up to two (2) days of consecutive leave provided that one (1) of those days is the day of the funeral.

Section 3.

The bereavement benefits set forth in this Article shall not be deducted from sick leave and are not related to sick leave and shall be in addition to any personal days.

Section 4.

Any officer taking more time than the prescribed bereavement periods set forth shall have such time deducted from his sick leave provided the officer feels such deduction is necessary under the circumstances in accordance with the New Jersey Department of Personnel rules and regulations.

ARTICLE XVI

SICK LEAVE

Section 1.

Sick leave is defined to mean absence from duty of an officer because of personal illness by reason of which the officer is unable to perform the usual duties of his position.

Section 2.

Sick leave with pay shall be credited each permanent full-time officer on the basis of one (1) day per month of continuous service with no maximum limit, subject to the limitation of Sections 8 and 9 below and commencing from the date of regular appointment up to and including the date of termination or retirement.

Section 3.

In the event an injury or disability is covered under Worker's Compensation, any officer receiving compensation, who in addition has qualified for payments under Worker's Compensation benefits, shall, during the period he is receiving such weekly benefits from Worker's Compensation, be entitled only to that portion of his regular salary which, with the Worker's Compensation payments, equal his full salary. This Section is not intended to include or relate or affect any award made for permanent disability. The intention being that the amount of the officer's regular salary paid to him by the Borough shall be reduced by any temporary compensation payments paid to him.

Section 4.

Any officer who is absent as a result of a disability, injury or incident caused or occurring in the scope and course of his employment or in the line of duty shall not have such absence charged against his sick leave and shall receive full payments and benefits

provided by this Agreement. Further, it is understood by and between the parties that nothing contained herein shall be considered in derogation of, or restrictive of, any statute now or in the future limiting the period during which municipal employees may be compensated for leave on account of disability or of illness, but these provisions are to be construed and administered in conjunction with them and pursuant to the laws of the State.

Section 5.

If any officer is out for five (5) or more consecutive days, the officer must provide a doctor's certificate upon his return to duty. If the officer fails to comply to provide the doctor's certificate as requested or required, the officer shall suffer loss of pay for the period of time covered by the unsubstantiated sick leave and be subject to disciplinary action.

Section 6. Accumulated sick leave.

Accumulated sick leave may be used by an officer for personal illness, illness or medical condition in his immediate family which he can satisfactorily substantiate and which requires his personal attention. The term "immediate family" for purposes of this Section shall mean the officer's spouse, child, parent or unmarried brother or sister residing in the officer's household. In all cases, sick leave will be granted in terms of immediate family only if the care is being provided by the officer and in his place of residence.

Section 7. Extended sick leave.

The Borough agrees to provide officers with up to thirty (30) working days of extended leave in the event that a debilitating illness or injury is incurred while off the

job, excluding any illness or injury incurred while in the employ of some third party or self-employment. To be eligible for extended sick leave, the officer shall provide, at his own expense, a doctor's certificate. This certificate shall be submitted at least once a month during the illness or injury. Extended sick leave will be granted once during a calendar year. An officer may return to duty only upon receipt of a doctor's certificate releasing the officer for duty. The Borough retains the right to have an independent doctor's examination to confirm the officer is ready for duty.

Section 8.

Before an officer is entitled to extended sick leave benefits, the officer shall use all available sick leave, accumulated and current, personal time and compensatory time, if any. An officer shall continue to receive credit for sick leave in accordance with the provisions of Section 2 of this Article during extended sick leave.

Section 9. Sick time incentive plan.

Once an officer has accumulated a bank of thirty (30) sick days, the officer may choose to convert sick time earned or anticipated into compensatory days. The maximum number of days an officer may convert in a calendar year is five (5). Days which are converted must be utilized in the year in which they are converted. In the event an officer requires more sick days than available in the year, sick days are converted to compensatory time, the officer will not be eligible for the Sick Time Incentive Plan until the officer has again banked thirty (30) sick days. Anticipated sick days may not be used to satisfy the bank requirement.

Section 10.

If an officer is terminated from employment for reasons other than retirement, an officer shall be entitled to payment of fifty percent (50%) of accumulated sick time to a maximum of Fifteen Thousand Dollars (\$15,000); payment shall be made at the rate of pay at which the time was earned. If an officer retires in accordance with the Policemen and Firemen's Retirement System, the officer shall be entitled to payment of fifty percent (50%) of accumulated sick time to a maximum of Fifteen Thousand Dollars (\$15,000); payment shall be made at the existing rate of pay.

Officers hired after 1/1/2010 shall not be entitled to sick time payout.

ARTICLE XVII

CLOTHING AND EQUIPMENT

Section 1.

No officer shall receive any clothing allowance during the term of this Agreement due to the fact that uniforms and replacement of all or a portion of it are provided to all officers by the Borough. The following clothing list shall be provided to all officers covered by this Agreement and the items shall be replaced as approved by the Chief Law Enforcement Officer.

1. One (1) trooper cap with strap with Borough emblem.
2. One (1) flex fit baseball style hat with Borough emblem.
3. Three (3) long sleeve shirts.
4. Three (3) short sleeve shirts.
5. Three (3) mock turtle neck shirts with HPD embroidered.
6. Two (2) uniform ties.
7. Two (2) tie clips.
8. One (1) holster on/off duty.
9. One (1) winter hat.
10. One (1) multi-season jacket with Borough emblem.
11. Two (2) handcuffs with cases.
12. One (1) bullet proof vest (point blank).
13. One (1) raincoat (accessible to weapon) and rain cover
14. Four (4) pairs of uniform pants (choice of season ratio up to officer)
15. Two (2) name tags.
16. One (1) whistle with lanyard.
17. One (1) leather two fold ID case.
18. One (1) double magazine holder.
19. Four (4) belt keepers.
20. One (1) PR-24 or MEB (depending on officer's certification and preference).
21. One (1) PR-24 or MEB holder.
22. One (1) belt, 3 inch duty.
23. One (1) belt, two inch duty.
24. Two (2) sets of HPD collar brass.
25. One (1) pair of shoes.
26. One (1) pair of boots.
27. One (1) glove pouch.
28. One (1) sweater.
29. One (1) set of BWU gear.

Section 2.

The Borough will provide each marked or unmarked patrol vehicle intended to be used by uniformed officers with a protective prisoner cage.

Section 3.

No officer shall be required to operate any equipment which, in the officer's opinion, is unsafe. No disciplinary action shall be instituted against the officer for such action. Whenever an officer believes the officer has been assigned a piece of equipment which is unsafe for its intended use, the officer shall immediately report the unsafe condition to his immediate supervisor. If the supervisor determines the equipment is unsafe for its intended use, the officer shall not be obligated to use the equipment until it has been determined safe by a competent authority.

ARTICLE XVIII

INSURANCE, HEALTH AND WELFARE

Section 1.

The Borough shall continue to maintain and provide all insurance coverage that is in force and in effect at the present time and shall further provide and maintain personal injury and property damage coverage, false arrest insurance and liability insurance coverage for libel, slander, defamation or violation of right of privacy, denial of due process, wrongful entry or eviction or other invasion of right of privacy, occupancy or false arrest, detention or imprisonment or malicious prosecution and assault and battery with limits up to Fifteen Million Dollars (\$15,000,000) and a Seventy Million Dollar (\$70,000,000) Umbrella Policy or such normal limits as provided all similarly situated municipalities in the event the Borough is a member of a joint insurance fund.

Section 2.

The Borough shall supply to all officers all necessary legal advice and counsel, which counsel is acceptable to the officer and the Borough, and such representation shall be provided at the Borough's expense for any and all legal issues and problems as well as lawsuits and causes of action related to police work. Further, such legal advice and counsel shall be provided for the defense of and protection of any and all claims for personal injury, death or property damage arising out of and in the course of the officer's employment and duties as a law enforcement officer relating to police work. In the event that it is determined that the officer acted outside the boundaries of his employment and duties as a law enforcement officer, the Borough shall have the right to seek reimbursement for all legal expenses incurred in defense of such actions. The Borough

shall pay and satisfy all judgments against the officers for any such claims set forth in this Article provided the Borough had timely notice of such action and it is determined that the officer did not act outside the boundaries of his employment and duties as a law enforcement officer.

Section 3.

Each officer hired after 1/1/2010 shall be furnished coverage under the New Jersey State Health Benefit Program, presently Aetna 2030 including major medical coverage, or the complete equivalent. Coverage shall include the employee, spouse and dependents and all employees shall comply with state requirements regarding contribution. Upon retirement no officer shall receive Medicare reimbursement.

Section 4.

The officer shall be furnished dental coverage under the State Health Insurance Program.

Section 5.

Each officer shall be entitled to life insurance coverage in the amount of \$75,000.

Section 6.

Each officer and the officer's dependents shall be entitled to reimbursement of \$200.00 for eyeglass purchases. Eyeglass reimbursement requires submission of bills showing proof of payment for such purchases.

ARTICLE XIX

PROFESSIONAL EDUCATION AND EDUCATIONAL INCENTIVE

This Article shall be removed in its entirety.

ARTICLE XX

NEW APPOINTMENTS

In the event of a temporary appointment, the Chief Financial Officer shall withhold in escrow pension payments with respect to the employee until permanent appointment. At such time, the money shall be taken from escrow and applied according to law or returned if not appointed.

ARTICLE XXI

PERSONNEL FILES

A personnel file shall be established and maintained for each officer covered by this Agreement. Such files are confidential records and shall be maintained by the office of the Chief Law Enforcement Officer, and may be used for evaluation purposes. Upon advance notice and at reasonable times, any member of the Department may review his personnel file. However, this appointment for review must be made through the Chief Law Enforcement Officer or his designated representative.

Whenever a written complaint concerning an officer's actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place the rebuttal in his file. When the officer is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the officer shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel file entries concerning minor written reprimands shall be removed from the officer's personnel file twelve (12) months from the date of entry providing there is no like recurring or major disciplinary action within that twelve (12) month period.

All personnel files will be carefully maintained and safeguarded permanently. Unauthorized removal of any material from a personnel file by any member of the Department shall subject that member to appropriate disciplinary action.

ARTICLE XXII

CEREMONIAL ACTIVITIES

Section 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 Borough will permit at least one (1) off-duty uniformed officer to participate in funeral services for the deceased officer. The participating officer shall provide reasonable notice to the Chief Law Enforcement Officer.

Section 2.

In the event a law enforcement officer in another department in the County of Middlesex dies as a result of causes not in the line of duty, the Borough will permit at least one (1) off-duty uniformed officer to participate in funeral services for the deceased officer. The participating officer shall provide reasonable notice to the Chief Law Enforcement Officer.

Section 3.

Subject to availability and the approval of the Chief Law Enforcement Officer, the Borough will permit a department vehicle to be utilized by the officer attending a funeral service in accordance with the above sections. Officers participating in such funeral services shall not be entitled to any compensation during the time in which they are traveling to and participating in the funeral service.

ARTICLE XXIII

SAVINGS CLAUSE

Section 1.

It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby unless required by law.

Section 2.

If any such provisions of this Agreement are so invalid, the Borough and the Association shall meet for the purpose of negotiating changes made necessary by the applicable law.

ARTICLE XXIV

DISCIPLINE

No officer shall be disciplined or discharged without just cause. An officer who has been disciplined or discharged may grieve such action in accordance with the provisions of the Grievance Procedure set forth in Article III of this Agreement and the laws of this State.

ARTICLE XXV

PRESERVATION OF RIGHTS

The parties agree that all terms and conditions of employment not specifically set forth in this Agreement shall be maintained at not less than the highest standards in effect at the time of commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement and shall not be limited, restricted, impaired, removed or abolished except as specifically expressed herein. This provision shall not apply to traditional management prerogatives.

ARTICLE XXVI

DURATION

Section 1.

The effective term of this Agreement shall be January 1, 2010 to December 31, 2014.

Section 2.

In the absence of a written notice given on or before September 1st prior to the expiration date by either party to the other of intention to terminate or modify this Agreement, it shall be automatically renewed for a period of one (1) year. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the expiration date. If, following receipt of such notice, negotiations have not been concluded prior to the termination date of this Agreement, the terms of this Agreement shall remain in full force and effect until such time as a new Agreement is executed which new Agreement may retroactively change such terms.

Section 3.

All rights, benefits, privileges, duties, responsibilities and requirements affecting police officers which are not specifically provided for or abridged by this Agreement, including those which are provided for by resolution, ordinance, regulations or past practices which benefit the officers now or in the future, shall be applicable provided that are not in contravention of any laws of the State of New Jersey or inconsistent with the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed
by the authorized officers on this 25th day of July 2012.

ATTEST:

BOROUGH OF HELMETTA

Sandra Bohinski
Sandra Bohinski, Municipal Clerk

[Signature]
Nancy Martin, Mayor

SPOTSWOOD PBA LOCAL NO. 225

PT, Michael DeLuca 2/27/13

Howard Mesole A 2.27.13

