

*Contract no. 858*

**LIBRARY**  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

JUN 23 1992

RUTGERS UNIVERSITY

**A G R E E M E N T**

*Between*

**BOROUGH OF PEAPACK-GLADSTONE  
COUNTY OF SOMERSET**

**AND**

**POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL 139**

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**JANUARY 1, 1991 through DECEMBER 31, 1993**

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TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	1
II	MANAGEMENT RIGHTS	1
III	SEPARABILITY AND SAVINGS	3
IV	FULLY-BARGAINED PROVISIONS	3
V	BADGE ASSIGNMENT	3
VI	RETENTION OF BENEFITS	4
VII	SALARIES	4
VIII	HOURS OF WORK, COMPENSATORY TIME AND OVERTIME	5
IX	VACATIONS	7
X	HOLIDAYS AND PERSONAL DAYS	8
XI	CLOTHING ALLOWANCE	9
XII	TRAVEL ALLOWANCE	10
XIII	COMPLIANCE WITH ORDINANCE AND LOCAL LAW	10
XIV	BEREAVEMENT	10
XV	HOSPITALIZATION AND BENEFITS	11
XVI	SICK LEAVE	11
XVII	GRIEVANCE PROCEDURE	13
XVIII	POLICE OFFICERS' RIGHTS	16
XIX	PROMOTIONAL PROCESS	17
XX	POLICE OFFICER'S DISCIPLINARY RIGHTS	18
XXI	WORK IN HIGHER RANK	19
XXII	PUBLICATIONS	20
XXIII	BULLET PROOF VESTS	20

XXIV	PHYSICALS	20
XXV	OFF DUTY EMPLOYMENT	20
XXVI	EDUCATIONAL CREDITS	21
XXVII	LONGEVITY	21
XXVIII	FAIR REPRESENTATION FEE	21
XXIX	DURATION	23

PREAMBLE

THIS AGREEMENT made this 25<sup>th</sup> day of February, 1992, between the BOROUGH OF PEAPACK AND GLADSTONE, hereinafter referred to as the "Borough" or "Employer" and NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 139, hereinafter referred to as the "PBA",

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained the parties hereto agree with each other in respect to the employees of the Employer recognized as being represented by the PBA as follows:

ARTICLE I

RECOGNITION

The Employer hereby recognizes the aforementioned PBA as the exclusive representative for all its patrolmen, detectives (if any) and sergeants in its police department in Peapack and Gladstone, New Jersey, but excluding the Chief and/or Deputy Chief of Police and all other employees.

ARTICLE II

MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State

of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough government and its properties and facilities, and the activities of its employees;

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer, employees;

3. To suspend, demote, discharge or take other disciplinary action according to law;

4. To promulgate, from time to time, rules and regulations relating to the operation of the Department, including, without limitation, scheduling.

B. The exercise of the foregoing powers, rights, authority, duties, responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey, and of the United States, and Ordinances of the Borough of Peapack and Gladstone.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under N.J.S.A. 40:1 et seq., and N.J.S.A. 40A:1 et seq., or any other national, State, County or local laws or ordinances.

ARTICLE III

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any officer or group of officers is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby, and shall continue in full force and effect.

ARTICLE IV

FULLY-BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. 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 and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

ARTICLE V

BADGE ASSIGNMENT

Badge Assignment will be the responsibility of the Police Chief.

ARTICLE VI

RETENTION OF BENEFITS

A. Except as otherwise provided herein, all benefits which the officers have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Borough during the term of this Agreement.

B. The provisions of all municipal ordinances and resolutions except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE VII

SALARIES

A. Effective January 1, 1991, the Salary Schedule for all officers recognized as being represented by the PBA shall be as follows:

	<u>1/1/91</u>	<u>7/1/91</u>	<u>1/1/92</u>	<u>7/1/92</u>	<u>1/1/93</u>	<u>7/1/93</u>
SERGEANT*	39,440	40,189	41,334	42,908	44,544	45,820
Grade 1 Ptlm.	37,440	38,189	39,334	40,908	42,544	43,820
Grade 2 Ptlm.	35,204	35,908	36,985	38,465	40,003	41,203
Grade 3 Ptlm.	33,280	33,946	34,964	36,363	37,817	38,952
Grade 4 Ptlm.	30,741	31,356	32,297	33,589	34,932	35,980
Grade 5 Ptlm.	28,933	29,512	30,397	31,613	32,877	33,864
Prob. Ptlm.	25,480	25,990	26,769	27,840	28,954	29,822

\*Grade 1 + \$2,000.00

B. Each Patrolman is identified by Grade in accordance with the above and will advance progressively each January 1st of the contract year by Grade until "Grade 1 Patrolman" is reached. The Probationary Patrolman must complete no less than twelve months

before advancing to Grade 5. If the Probationary Patrolman is employed after July 1st he would advance to Grade 5 on the second January 1st following the date of employment.

C. In addition to the increases granted to the Sergeant hereby, the Borough may grant up to \$300.00 in additional compensation based upon a year-end performance evaluation and decision of the current standing order concerning job responsibilities.

D. If an officer is assigned as a Detective, he shall receive in addition to his regular salary an amount not to exceed \$600.00 per year with a requirement of working 30 hours of overtime annually. After working 30 hours of overtime, the Detective shall be paid the rate of time and one-half of the hourly rate per hour.

#### ARTICLE VIII

##### HOURS OF WORK, OVERTIME AND COMPENSATION TIME

A. The work day shall consist of eight (8) consecutive hours service within one twenty-four hour period. Except in the case of emergency, no officer shall work more than sixteen (16) consecutive hours.

B. Each work period shall consist of 28 consecutive days during which an officer shall work 171 total hours before being entitled to overtime pay. For hours worked between 160 and 171 hours per work period the officer shall receive compensatory time at a rate of one hour for each hour worked. Unused compensatory time shall accrue but may not exceed 480 total hours. Officers who have accrued 480 total compensatory hours shall be paid at a rate



of time and one half for each hour worked over 160 hours in any 28 day work period. Officers may use their compensatory time at their discretion subject to a determination by the Chief of Police that such use will not unduly disrupt the operations of the police force. Officers shall be paid at a rate of time and one-half for each hour worked in excess of 171 hours in any 28 day work cycle.

C. Officers shall be paid for a minimum of two hours at the rate of time and one-half for each off-duty court appearance.

D. Among the factors to be considered when apportioning overtime hours within the department shall be the fairness and equity of the hourly distribution among the members of the department.

E. Overtime pay is to be paid in the pay period immediately following the period in which the overtime is incurred.

F. Stand-By Duty.

1. Each officer will receive \$20.00 extra compensation for each stand-by duty occurring when an officer ends his scheduled shift. Throughout the stand-by period, the officer shall make himself available to be contacted by telephone.

2. Any officer called to duty while on stand-by duty shall receive additional compensation for a minimum of two hours at a rate of time and one-half of the hourly rate.

G. Call Out.

Any officer called to duty while not on stand-by duty shall receive additional compensation for a minimum of two hours at a rate of time and one-half of the hourly rate.

ARTICLE IX

VACATIONS

A. Officers covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

1. Prior to the completion of one (1) year: no days for the first six (6) months, and one (1) calendar week for the balance of the first (1st) year.

2. Commencing the second (2d) year through the end of the fifth (5th) year; one (1) calendar week plus five (5) additional days. The five additional days may be taken individually.

3. Commencing the sixth (6th) year through the end of the eighth (8th) year; one (1) calendar week, five (5) additional days, plus one (1) additional day in the sixth (6th) year, two (2) additional days in the seventh (7th) year, and three (3) additional days in the eighth (8th) year. The additional days may be taken individually.

4. Commencing the ninth (9th) year through the end of the fifteenth (15th) year; two (2) calendar weeks plus five (5) additional days. The five additional days may be taken individually.

5. Commencing the sixteenth (16th) year and thereafter: two (2) calendar weeks plus seven (7) additional days. The seven additional days may be taken individually.

6. For purposes of this article, "calendar week" shall be defined as any five (5) consecutive work days within a seven day period and may be taken as approved by the Chief of Police.

B. 1. Except as set forth in subsection B.2. below, vacation time shall be taken in the calendar year in which it is earned and shall not be carried over beyond December 31 of that year.

2. So long as vacations are taken as provided in paragraph A, up to one-half of the total vacation entitlement may, when unusual circumstances exist and if approved in writing by the Chief of Police, be carried over to April 30 of the year immediately following the year in which the vacation time was earned.

C. The vacation time of each officer shall be approved in advance by the Chief of Police. Rank and then seniority shall have precedence in selection of vacation periods through April 1. Thereafter, the scheduling will be on a first come, first served basis as approved by the Chief of Police.

D. If an employee is on vacation leave and becomes hospitalized, his vacation will be terminated and he shall be placed on sick leave if same is available, provided a doctor's certification of said treatment is furnished. Said election shall be at the employee's option, upon adequate notice to the Chief of Police or his designee.

## ARTICLE X

### HOLIDAYS AND PERSONAL DAYS

A. All officers when hired shall receive the following number of holidays and personal days:

<u>YEAR</u>	<u>HOLIDAYS</u>	<u>PERSONAL DAYS</u>
1991	11	3
1992	11	3
1993	11	3

B. The eleven (11) holidays shall be the same as the eleven

(11) scheduled Borough holidays which apply to all Municipal employees. The three (3) personal days shall be taken at the officer's discretion with the approval of the Chief of Police.

C. Any officer who is scheduled to work on a holiday must, absent a bona fide excuse, work a full eight hours to qualify for that day's pay.

D. In the event that an officer is scheduled or required to work on a designated holiday, and does so work, then he shall receive eight (8) hours of compensatory time off when mutually agreeable between the officer and the Chief of Police or, in the alternative, and at the officer's discretion, he shall receive an additional day's pay. The purpose of this section is to insure that each officer receives the actual benefit of the designated holiday either by virtue of a day off on the holiday, a compensatory day off or an additional day's pay.

E. An officer scheduled to work on a holiday shall have the option of obtaining a special police officer to work his assignment with the approval of the Chief of Police. Any officer using this option forfeits the additional holiday pay compensatory time.

#### ARTICLE XI

##### CLOTHING ALLOWANCE

A. All officers covered by this Agreement shall be entitled to have their uniforms maintained and cleaned by a dry cleaner designated by the Borough, at Borough expense, to a maximum annual cost to the Borough of \$300.00 per officer.

B. A clothing allowance shall be established for clothing replacement, pursuant to which the Borough will make annual direct payments to the suppliers of police officers' uniforms, in the following amount with respect to each officer covered by this Agreement:

1991 -	\$475.00
1992 -	\$500.00
1993 -	\$525.00

The Officer shall be entitled to charge up to the above amounts with Borough approved vendors.

ARTICLE XII

TRAVEL ALLOWANCE

All officers required and directed to utilize private transportation on any police business shall be reimbursed by the Municipality at the rate of twenty-two (22¢) cents per mile measured from the Municipal Building when:

1. Such business is authorized by the Police Chief or his designate.
2. No municipal passenger vehicle is available.

ARTICLE XIII

COMPLIANCE WITH ORDINANCE AND LOCAL LAW

Officers shall comply with the present and future ordinance and resolutions relating to the Police Department of the Borough of Peapack and Gladstone.

ARTICLE XIV

BEREAVEMENT

In the event of a death in the immediate family, an employee shall be granted leave with pay in the amount of three (3) working days. For purposes of this provision, immediate family shall be defined as the employee's spouse, children, step-children, brothers, sisters, parents or relatives residing in the household of the employee as a part thereof. In the event of the death of a spouse's grandparent or parent, the employee shall receive one (1) bereavement day. Other bereavement leave may be granted at the discretion of the Chief of Police or his designee.

ARTICLE XV

HOSPITALIZATION AND BENEFITS

A. The Borough of Peapack and Gladstone agrees to continue substantially equivalent insurance and medical benefits as were in effect as of December 31, 1979 and the existing Blue Shield of New Jersey Preferred Dental Plan, or its equivalent, for all officers and their families.

B. The Municipality shall maintain all present hospital and medical insurance programs to which policemen are presently beneficiaries and shall maintain participation in the Police & Fire Retirement System as at present.

ARTICLE XVI

SICK LEAVE

A. Temporary and part-time employees are not eligible for sick leave benefits under this Article.

B. A certificate from a physician designated by the Borough, or the employee's own physician, may be required as sufficient proof of the need for sick leave. In case of sick leave due to contagious disease or exposure to same, a certificate from a physician may be required before returning to work.

C. Each full-time and part-time full benefits employee is entitled to the sick leave benefit as follows:

1. Employees with one (1) complete year of service to three (3) years of service shall be entitled to eight (8) days of paid sick leave in any one year;

2. Employees with three (3) or more complete years of service shall be entitled to ten (10) days of paid sick leave in any one year.

D. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. An employee who has been absent on sick leave for a period totaling eight (8) or more days in one (1) calendar year consisting of periods of one or more days, shall be required to submit acceptable medical evidence for any additional sick leave in that year. The Borough Administrator may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

F. Each employee shall report to active duty after each illness or injury where the services of a physician were required only after first presenting to the Police Chief a final physician's statement indicating that he or she is again fit for active duty.

G. The Council reserves the right to require a medical examination at any time during sick leave at the expense of the Borough.

H. It shall be the responsibility of the employee to notify his or her supervisor of an absence due to illness as soon as is reasonably practicable. Failure to so notify may result in a forfeiture of such sick leave credit.

I. Sick leave accumulates annually up to a maximum of sixty (60) working days in 1991; seventy-five (75) working days in 1992; and ninety (90) working days in 1993. An employee who retires from the Borough will receive pay for unused accumulated sick time, up to the maximums set forth in this Section. An employee who separates from service in a manner other than retirement and who has ten (10) or more years of credited service with the Borough, shall be paid for one-half of the then accumulated sick leave, up to the maximums set forth in this Section.

## ARTICLE XVII

### GRIEVANCE PROCEDURE

A. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement, the following procedures shall be followed:

#### STEP ONE

An officer with a grievance shall first discuss it with his immediate supervisor either directly or through the PBA's designated representative for the purpose of resolving the matter



informally.

STEP TWO

If the aggrieved party is not satisfied with the disposition of his grievance at Step One, or if no decision has been rendered within five (5) working days after presentation of that grievance at Step One, he may file a written grievance with the Chief of Police (or other designee of the Chief). A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance with the Chief of Police or his designated representative, the aggrieved party and the PBA's designated representative. A decision thereon shall be rendered in writing by the Chief of Police within five (5) working days after the holding of such meeting.

STEP THREE

A. If the aggrieved party is not satisfied with the disposition of his grievance at Step Two, or if no written decision has been rendered within five (5) working days after the presentation of that grievance at Step Two, the matter may be referred by the PBA by its designated representative to the Police Chairman. A meeting on the grievance shall be held between the PBA and the Chairman of the Police Committee at which meeting parties may be represented. Said meeting shall not be held publicly unless the parties so agree in writing. The Chairman of the Police Committee shall render a final written decision within fifteen (15) working days of the date of the meeting.

STEP FOUR

In the event the aggrieved person is not satisfied with the decision of the Chairman of the Police Committee or if no written decision has been rendered within fifteen (15) working days after the presentation of that grievance at Step Three, the matter may be referred by the PBA by its designated representative to the Mayor and Borough Council. A meeting on the grievance shall be held between the PBA and the Mayor and Borough Council, at which meeting the parties may be represented. Said meeting shall not be held publicly unless the parties so agree in writing. The Mayor and Borough Council shall render a final written decision within fifteen (15) working days of the date of the meeting.

STEP FIVE

A. In the event the aggrieved person is not satisfied with the decision of the Mayor and Borough Council, or if no written decision has been rendered within fifteen (15) working days after the presentation of that grievance to the Council, the grievance may be submitted to the New Jersey State Board of Mediation for the appointment of an impartial arbitrator in accordance with its rules and regulations. The arbitrator shall have full power to hear and determine the dispute between the parties, and his decision shall be final and binding on all parties. The fees and expenses of the arbitrator and all other reasonable costs incurred by both parties shall be borne by losing party.

B. The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon

mutual agreement between the parties.

C. A grievance may be presented at Step One within one (1) week from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement.

D. Any officer may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the PBA.

#### ARTICLE XVIII

##### POLICE OFFICERS' RIGHTS

A. No more than one (1) designated representative of the PBA at a time shall be permitted time off to attend mutually scheduled negotiating sessions and grievance sessions, provided that the Chief of Police, or his designated representative, be given reasonably prior notice of the request, and the efficiency of the Police Department is not adversely affected thereby.

B. An Officer shall have the right to inspect his or her personnel file at a reasonable time within seven (7) days after a request is made, provided that the Chief of Police, or his designated representative, is present at the time of the inspection.

C. The Borough agrees to notify the individual officer if any material derogatory to the employee is placed in his/her personnel jacket within seven (7) days. The officer shall initial such material to signify that he/she has seen it.

ARTICLE XIX

PROMOTIONAL PROCESS

A. In the event that a Promotional Examination is to be given to the members of the Police Department for a promotion to be made within the Department, except to Chief, the following procedures will be followed:

1. The amount of time from the announcement of the proposed examination until the examination date will be a minimum of two (2) weeks.

2. The eligibility requirements needed to take the examination and the requirements needed to obtain the rank will be posted.

3. The length of time that the grade received is valid for consideration of future rank shall be posted.

4. The answer sheet of each officer taking the test will be retained in his/her respective personnel file.

5. Prior to the start of the examination, the value of the following items will be posted:

- a. Written Test;
- b. Oral Test;
- c. Department Evaluation; and
- d. Any other factors which will have a bearing upon the final grade received by the officer.

B. The maximum time between each section of the Promotional Examination will be ten (10) working days and each officer will be advised by the Chief of Police as to the grade received from each

part of said examination.

ARTICLE XX

POLICE OFFICERS' DISCIPLINARY RIGHTS

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

1. The questioning of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

2. The questioning shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

3. The member of the force shall be informed of the nature of the investigation before any questioning commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being questioned as a witness only he shall be so informed at the initial contact.

4. The questioning shall be reasonable in length. Ten (10) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every three (3) hours

5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his attorney. However, this paragraph shall not apply to day-to-day investigations.

7. In cases other than departmental investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

9. Discipline shall be carried out in accordance with N.J.S.A. 40A:14-147, and the Police Ordinance of the Borough where not inconsistent with the aforesaid Statute.

#### ARTICLE XXI

#### WORK IN HIGHER RANK

An officer who works in the capacity of Acting Sergeant shall be paid at a Sergeant's rate of pay for the time worked in the capacity. To qualify, however, the officer must work a minimum of two (2) full days in the elevated position during a calendar week

beginning Monday and ending Sunday. The designation of an officer to work in the capacity of Acting Sergeant shall be made by the Chief of Police, or in his absence, the person acting in the same capacity.

ARTICLE XXII

PUBLICATIONS

All publications concerning in-service training programs being held at an approved academy or other convenient locations that are received by the Chief shall be posted in a conspicuous location to be selected at the discretion of the Chief. Each employee covered by this Agreement may request to attend such training programs. It is understood and agreed that approval to attend is completely within the province of the employer at the recommendation of the Chief of Police.

ARTICLE XXIII

BULLET PROOF VESTS

All officers covered by this Agreement shall be furnished with a bullet proof vest approved by the Borough of Peapack-Gladstone.

ARTICLE XXIV

PHYSICALS

The Borough may request that officers covered by this Agreement receive a complete medical/physical once per year at the expense of the Borough.

ARTICLE XXV

OFF DUTY EMPLOYMENT

There shall be no limitation on the number of hours worked on

non-duty days. During the duty days, officers shall be permitted to work not more than eight (8) total hours during the twenty-four (24) hour period beginning at 7:00 a.m. on the day in which they are scheduled to work.

#### ARTICLE XXVI

##### EDUCATIONAL CREDITS

Any officer who has successfully completed any course of study given by any accredited college or university shall be compensated annually in the amount of Nine (\$9.00) Dollars per credit earned up to a maximum of sixty (60) credits. Such additional compensation shall be paid during the second pay period in June of each year.

Should an officer leave employment before the end of the year, any payment due or already paid would be pro-rated (or recouped if already paid) based on the duration of employment in that year.

#### ARTICLE XXVII

##### LONGEVITY

All officers covered by this Agreement shall be entitled to a longevity payment as follows:

Commencing with the 7th year of service with the Borough, the officer shall receive \$100.00 and thereafter for each subsequent year of service an additional \$100.00 shall be provided to the employee. Payment shall be made in the first pay period of February in each calendar year of this work contract.

#### ARTICLE XXVIII

##### FAIR REPRESENTATION FEE

A. Any permanent employee in the bargaining unit on the



effective date of this agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues , fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the union and the employer.

B. The Union agrees that it will indemnify and save harmless the Town against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Town at the request of the Union under this Article.

ARTICLE XXIX

DURATION

THIS AGREEMENT shall become effective January 1, 1991 and shall terminate on December 31, 1993. All salaries and other benefits under the terms of this Agreement are retroactive to January 1, 1991 unless otherwise specified.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature the day and year first above written.

BOROUGH OF PEAPACK AND GLADSTONE POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 139

By: Mary E. Hamilton

By: [Signature]

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

By: Margaret J. Gould

By: Gina Kalvin