

Contract # 630

LIBERTY
INSTITUTE OF MANAGEMENT

RUTGERS UNIVERSITY

AGREEMENT
BETWEEN
TOWN OF PHILLIPSBURG
WARREN COUNTY, NEW JERSEY
AND
SUPERIOR OFFICERS ASSOCIATION
PHILLIPSBURG POLICE DEPARTMENT

January 1, 1990 through December 31, 1992

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PREAMBLE

This agreement entered into the *3rd* day of *April*, ~~February~~, 1991, by and between the TOWN OF PHILLIPSBURG, in the County of Warren, New Jersey, a municipal corporation of the State of New Jersey, hereinafter called the "TOWN", and Superior Officers Association, Phillipsburg Police Department, hereinafter called the Association, represents the complete and final understanding on all bargainable issues between the Town and the Association.

ARTICLE I

RECOGNITION

A. The TOWN hereby recognizes the Association as the exclusive collective negotiations agent for all full time personnel in the Phillipsburg Police Department, excluding all Patrolmen, and all other employees of the Department.

B. It is hereby mutually agreed that job classifications which are within the bargaining unit and covered by this Agreement are as follows:

SERGEANT

LIEUTENANT

C. Unless otherwise indicated, the term "policemen", "police officer", "employee", "employees", or "officer" are used in this Agreement interchangeably to refer to all persons covered by this Agreement.

ARTICLE II

DEFINITIONS

ASSOCIATION: Superior Officers Association, Phillipsburg Police Department.

ASSOCIATION MEMBER: A member of the Superior Officers Association, Phillipsburg Police Department.

EMPLOYEE: A member of the formally recognized bargaining unit.

EMPLOYER: The Town of Phillipsburg represented by Town Manager or other designated employer representative.

GRIEVANCE: A dispute over the interpretation or application of this agreement.

OVERTIME: Time worked by an EMPLOYEE with the express prior authorization of the EMPLOYER in excess of the regular daily work requirement of eight (8) hours in a twenty-four (24) hour period from 11:00 P.M. to 11:00 P.M. or forty (40) hours worked in the normal work week.

PBA: New Jersey State Policemen's Benevolent Association, Phillipsburg Local No. 56.

PBA MEMBER: A member of the New Jersey State PBA, Phillipsburg Local No. 56.

PROBATIONARY PERIOD: Ninety (90) days from the date the EMPLOYEE is appointed from a certified list of eligibles.

REGULAR PAY RATE: The EMPLOYEE'S bi-weekly pay rate times 26 pay periods divided by 2,080 hours. The base hourly rate includes longevity payments or other stipends received by the EMPLOYEE.

SCHEDULED DUTY CHANGE: A change in the normal work shift for which at least twenty-four (24) hours notice is provided to the EMPLOYEE prior to the start of his regular shift or the newly assigned shift, whichever gives the EMPLOYEE the greater amount of time.

SENIORITY: Accumulated length of service within the Police Department computed from the EMPLOYEE'S date of appointment within his present rank.

ARTICLE IIIPOLICEMAN'S RIGHTS

A. The parties hereby agree that every policeman shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection, or to refrain from so doing. The parties further agree that they shall not directly or indirectly discourage or deprive or coerce any policemen in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitution of New Jersey and the United States; that they shall not discriminate against any policeman with respect to hours, wages, or any terms of condition of employment by reason of his membership in the PBA and its affiliates, collective negotiations with the Town, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, or to refrain from engaging in any of the above cited activities.

B. The PBA and Association agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines, or assessments, meetings, or other PBA and/or Association activities on Town time which interferes with work programs of the employer.

C. Up to a maximum of two (2) designated representatives of the Association shall be permitted time off to attend negotiating sessions. Said representative shall receive approval of the Director, or in his absence, the Chief of Police, to be sent from duty and shall be in uniform and subject to call during negotiation sessions. The Association

shall inform the Town in writing of such representatives and any changes in such representatives.

D. When grievance sessions are mutually scheduled during work hours, the grievant and one (1) Association representative shall suffer no loss in pay.

ARTICLE IV

BULLETIN BOARDS

Subject to prior approval of the Director, which approval shall not be unreasonably withheld, the Town shall permit the PBA and/or Association reasonable use of bulletin boards for the posting of notices concerning PBA and/or Association business and activities and concerning matters dealing with the welfare of the employees. Such notices shall not be of a political nature nor detrimental to the police service of the Town.

ARTICLE V

SENIORITY

A. Seniority, as defined in Article II, shall be uniformly applied to all EMPLOYEES.

B. Seniority shall be the determining criterion for personnel assignments, transfers, promotions, and lay offs only when observation of performance, special ability, attitude and desire are equal. The discretion of the EMPLOYER in assigning personnel shall not be based solely on seniority.

C. Time spent on accumulated paid sick leave shall count toward an EMPLOYEE'S seniority.

D. Any modification in the present shift system shall be in accordance with existing contract (Article XXXI-C). In the event of any such change, the economic impact upon members of the unit shall be negotiated subject to provisions of N.J.S.A. 34:13A-16.

ARTICLE VI

EDUCATION BENEFITS

A. Any employee matriculated in a Police Science or Criminal Justice program shall be reimbursed for the cost of all tuition and books for all courses taken as part of that degree program upon furnishing evidence of satisfactory completion of said course within thirty (30) days of its completion.

B. After completion of said course, all books purchases by the TOWN shall be surrendered to the Director and shall become the property of the TOWN for use by EMPLOYEES taking similiar courses in the future.

ARTICLE VII

VACATIONS

A. EMPLOYEES shall be entitled to vacations based upon the length of time employed as hereinafter provided.

<u>Years of Service</u>	<u>Amount of Vacation</u> <u>1990</u>	<u>1991</u>	<u>1992</u>
From date of hire until the following Dec. 31	One (1) working day for each month of service completed.	Same	Same
Thereafter through 5 years of service.	13 working days	14 working days.	15 working days.
6th through 10th years of service.	16 working days.	17 working days.	18 working days.
11th through 19th years of service.	19 working days.	20 working days.	21 working days.
20th through 24th years of service.	21 working days.	22 working days.	23 working days.
25 years of service or more.	26 working days.	27 working days.	28 working days.

B. The Chief of Police shall, on or before April 1 of the Calendar year, promulgate a schedule of vacations, giving due regard to the mission of the department as determined by the EMPLOYER, resultant staffing requirements, EMPLOYEES' seniority, and EMPLOYEES' wishes. It is understood that security of the Town of Phillipsburg is a prime consideration, and that vacation schedules may be altered at the discretion of the Chief of Police to comport with exigencies that may from time to time arise.

C. When in any calendar year, the annual vacation leave or any part thereof, is not granted or taken by reason of the pressure of work, such annual vacation leave or part thereof, shall accumulate to the credit of the individual EMPLOYEE and shall be taken during the next succeeding calendar year only.

D. All vacations granted during the prime vacation period of the summer months, that is, June 15th up to and including September 15th, shall not exceed a period of two (2) full weeks, which shall be defined as no less than 12 working days.

E. Vacation leave may not be waived for the purpose of receiving double pay.

F. EMPLOYEES who leave the service of the TOWN in good standing after providing proper notice of their termination of employment shall be compensated for the amount of vacation leave accrued and unused at the date of their separation of their rate of pay at the time of their termination.

G. If an employee is called back during a scheduled vacation, said employee shall receive one and one-half times his normal pay in addition thereto a day or day off equal to the time for which said employee was called back to duty.

H. An employee may cancel their scheduled vacation upon twenty one (21) day written notice to the Chief of Police. Cancelled vacation period must be rescheduled at time of cancellation.

I. Vacation leave shall be taken in whole or half day increments.

ARTICLE VIII

HOLIDAYS

A. Employees shall receive the following paid holidays:

New Years Day	January 1
Martin Luther King's Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	February 22
Good Friday	Friday before Easter
Easter Sunday	
Memorial Day	May 30
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	October 12
General Election Day	First Tuesday after first Monday in November
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

B. Any employee required to work on any of the above enumerated holidays shall be entitled, in addition to his regular salary, time and one half pay for all hours worked.

C. If an employee is scheduled to be off duty on any of the fourteen (14) enumerated holidays and is called back to duty, he shall be paid one and one-half times pay for the time worked in addition to his normal holiday pay.

D. In addition to the fourteen (14) paid holidays enumerated above, employees shall also be compensated for any additional holidays which are declared by the Mayor and Town Council of the Town of Phillipsburg or the President of the United States or the Governor of New Jersey which is of a permanent or commemorative nature.

ARTICLE IX

LEAVES OF ABSENCE WITHOUT PAY

Any and all requests by an EMPLOYEE for leave without pay shall be governed by the applicable Civil Service Rules and Regulations in effect at the time of the said EMPLOYEE'S request.

ARTICLE X

SICK LEAVE

A. Sick leave is defined to mean absence from duty of the EMPLOYEE because of illness or injury by reason of which such EMPLOYEE is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the present of such EMPLOYEE, or death in the immediate family. Member of the immediate family is interpreted as meaning parents, spouse, children, sister, brother or grandparents. Sick leave shall not be interpreted as including an extended period where the EMPLOYEE serves as nurse or housekeeper during a protracted illness of a member of the family.

B. Each EMPLOYEE shall be entitled to fifteen (15) days sick leave per year earned at the rate of one and one quarter (1 $\frac{1}{4}$) days for each month of service. EMPLOYEES, at their option, may be paid for fifty percent (50%) of their unused annual sick leave no later than February 15th of the succeeding year. The remaining fifty percent (50%) of their unused sick days shall accumulate from year to year without limitation. At the time of retirement, a full-time EMPLOYEE shall receive payment for fifty percent (50%) of unused sick leave plus one hundred dollars (\$100.00).

C. EMPLOYEES are required to follow the following three steps in order to be eligible for payment of sick leave pay.

(1) Report immediately to his department head or other designated supervisor the reason for this absence.

(2) If the absence is more than one day in length, the EMPLOYEE must keep his department head informed of his condition.

(3) EMPLOYEES may be required to submit a proper medical certificate for absences exceeding three (3) days.

D. EMPLOYEES who claim sick leave when physically and mentally fit, unless under specific provision of this Agreement, shall be subject to disciplinary action.

E. Workmen's Compensation benefits which are received by an EMPLOYEE during sick leave shall be deducted from compensation due the EMPLOYEE and shall be credited to the EMPLOYEE'S sick leave to the nearest multiple of one-half day.

F. Sick leave shall be taken in whole or half day increments.

ARTICLE XI

FUNERAL LEAVE

A. All permanent employees covered by this Agreement shall be entitled to five (5) working days leave with pay because of the death of their spouse, child, parent.

B. All permanent employees covered by this Agreement shall be entitled to a three (3) consecutive days leave with pay because of the death of the employees following family: brothers, sisters, grandparents, mother-in-law, father-in-law, nieces, nephews, brother and sister-in-laws, aunts, uncles or any relative living in the employee's household. No more than two (2) such leave periods may be taken per calendar year.

C. Such leave shall not be accumulative in the event that it is not used.

ARTICLE XII

INJURY ON DUTY LEAVE

A. An employee who is disabled by an injury incurred in the direct performance of his duty or by reasons as a direct result of or arising out of his employment and who qualifies for workmen's compensation benefits shall receive leave with pay which shall not be charged against accumulated sick leave. All other provisions regarding absence on account of sickness or disability shall apply.

B. Any employee who suffers a work-connected injury or disability, the Town shall continue the employee at full pay for a period of six (6) months. During this period of time, all workmen's compensation benefits shall be paid directly over to the Town. A six (6) month extension of this leave provision may be granted at the discretion of the Town Manager.

C. Nothing herein contained shall be considered to be derogation of or restrictive of any statute now in effect limiting the period during which municipal employees may be compensated for leave on account of disability or of illness (such as N.J.R.S. 40:11-8 and 40:11-9), but these provisions are to be construed and administered in conjunction therewith.

ARTICLE XIII

MILITARY LEAVE

A. All full time employees covered by this Agreement who are members of the United States Military Reserves or State National Guard and are required to engage in annual active duty for training, shall be granted a leave of absence in accordance with applicable state law.

B. Taking of military leave shall not reduce any other type of leave earned by the employees and employees shall receive full pay as required by law.

C. The provisions of this Article shall not apply to any employee who is drafted into or volunteers for service in the Armed Service of the United States; not including the United States Military Reserves or State National Guard.

ARTICLE XIV

CLOTHING

A. The Town shall supply all uniforms and provide for the maintenance of same at no expense to the Employee.

B. If any part of the Employee's uniform and/or personal effects is destroyed in the line of duty, it shall be the responsibility of the Town to replace same upon approval of the Chief of Police, which approval shall not be unreasonably withheld.

C. Employees assigned on a regular basis as investigators shall receive annually the sum of \$500.00, payable quarterly, as a clothing allowance.

ARTICLE XV

OVERTIME

A. The normal work week for employees covered by this Agreement shall be forty (40) hours as established in accordance with Article XXXI, Work Schedules. Overtime as defined in Article II, Definitions, shall be paid at the rate of one and one half times the usual hourly rate of the employee.

B. Overtime shall be computed as follows:

0 - 15 minutes	None
16 - 30 minutes	30 minutes
31 - 60 minutes	1 hour
minute for minute thereafter	

ARTICLE XVI

CALL BACK OR CALL OUT PAY

A. Any full time employee who is called back to work after completing the regular shift, and has left their place of work, shall be guaranteed a minimum of two and one half (2½) hours pay at time and one half rates, provided however, that such hours do not overlap into the employee's regular working hours.

B. All employees shall be required to work all hours in addition to the minimum guarantee, which are required by the employee's supervisor.

ARTICLE XVII

COURT TIME

A. Whenever a superior officer shall be required to appear before any grand jury or at any municipal, County, Superior or Supreme Court proceeding, the time during which he is so engaged shall be considered a time of assignment to, and performance of duty. When such appearance occurs during the member's assigned duty hours, he shall suffer no loss in compensation. When such appearance occurs outside his assigned duty hours, he shall be paid at time and one half.

B. Any employee who is called for appearance in court, after completing the regular shift, and has left their place of work, shall be guaranteed a minimum of two (2) hours pay at time and one half rates, provided however, that such hours do not overlap into the employee's regular working hours.

C. All employees shall be required to work all hours in addition to the minimum guarantee, which are required by the employee's supervisor.

ARTICLE XVIII

INSURANCE

A. The employer agrees to provide full family coverage of Blue Cross/Blue Shield and Major Medical as now written by Pennsylvania Blue Cross and Blue Shield. The Association agrees that should the Town desire to change insurance carriers during the life of this contract, that it will negotiate such a proposal in good faith with the Town.

B. The employer shall pay the premium cost for a prescription drug insurance plan with a \$1.00 co-pay provision paid by employees.

C. The employer will provide a dental plan for employee, spouse, and/or dependent children, the premiums which shall not exceed \$3,000.00 per year in the aggregate. The premium amount will increase to \$4,000.00 per year in the aggregate in 1987.

D. The employer will continue to keep employees enrolled in the New Jersey Disability Insurance Program.

E. The employer will maintain Police Professional Liability Insurance coverage.

F. Under the Consolidated Omnibus Benefits Reconciliation Act (COBRA) employees may elect to retain full insurance coverage upon termination of employment at their own expense for a period of eighteen (18) months.

ARTICLE XIX

PENSION

The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to provisions of the Statutes and laws of the State of New Jersey.

ARTICLE XX

SALARIES

A. Salaries for EMPLOYEES covered by this Agreement shall be as follows:

	<u>Eff. Jan. 1, 1990</u>	<u>Eff. Jan. 1 1991</u>	<u>Eff. Jan. 1, 1992</u>
Sergeant - Grade 1 (3 or more years in rank)	\$36,277	\$38,817	\$41,534
Sergeant - Grade 2 (0-3 years in rank)	35,329	37,802	40,448
Lieutenant - Grade 1 (3 or more years in rank)	38,592	41,293	44,184
Lieutenant - Grade 2 (0-3 years in rank)	37,582	40,212	43,027

B. Those officers assigned to the Detective Bureau shall receive an annual stipend of one-thousand (\$1,000.00) dollars payable the first pay period in April of each year.

ARTICLE XXI

LONGEVITY

A. All employees in the bargaining unit shall be paid, in addition to their base salary, longevity pay in increments listed herein below:

<u>Years of Completed Service</u>	<u>1990 & 1991 Annual Increment</u>	<u>1992 Annual Increment</u>
Five	\$ 500	4%
Ten	1,000	5%
Fifteen	1,500	6%
Twenty	2,000	7%
Twenty-four	2,500	-

B. All employees who have completed the above required years of service during any pay period of the calendar year, shall be paid at the beginning of the next pay period a pro-rated sum of longevity as set forth in Section A above.

C. As of January 1, 1992, longevity shall be computed as percentage of current year base salary, according to years of service set forth in Section A above.

ARTICLE XXII

SHIFT COMMANDER PAY

A. In the event there is a temporary vacancy in the position of shift commander in the Patrol Division on any given shift, the Police Chief, or his designated representative shall attempt to fill such vacancy with a Superior Officer.

B. All employees assigned to duty by the Police Chief, or his designated representative, to serve as an officer in charge of a shift shall receive one and one half times his hourly rate for the period of such assignment.

ARTICLE XXIII

TRAVEL ALLOWANCE

A. Employees shall be reimbursed at the rate of twenty cents (\$.20) per mile for use of personal vehicle for attendance at out-of-town functions such as meetings, court, and training sessions, if attendance is required by Town.

B. Employees shall be reimbursed up to \$6.00 per required meal while attending out-of-town functions if approved by Chief in advance.

ARTICLE XXIV

GRIEVANCE PROCEDURE

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

B. The term "grievance" as used herein means any controversy arising over the interpretation or application of the specific terms and conditions of this Agreement, and may be raised by an EMPLOYEE, the PBA, or the TOWN.

C. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent of the parties:

Step One: An aggrieved EMPLOYEE shall institute action under the provisions hereof within ten (10) days of the act being grieved in writing by the grievant setting forth: 1) the nature of the grievance; 2) the facts upon which it is based; 3) the provision of the agreement allegedly violated; and, 4) the remedy requested, signed by him, and filed with the Chief of Police, or other EMPLOYER designated representative. The Chief of Police, or other EMPLOYER designated representative, shall render a decision in writing within seven (7) days from the receipt of the grievance.

Step Two: In the event that the grievance is not settled by Step One, then within two (2) days following the determination of the Chief of Police, or other designated representative, the matter shall be filed with the Town Manager, or other EMPLOYER designated representative, who shall render a decision in writing within then (10) days from the receipt of the grievance.

Step Three: (a) If the grievance is not settled through Step One and Two, either party may refer the matter within the (10) days after the determination by the Town Manager to an arbitrator who shall be selected pursuant to the rules of the Public Employment Relations Commission.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Town Manager. In the event the aggrieved elects to pursue Civil Service procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The PBA shall pay whatever costs it may have incurred in processing the case to arbitration.

(c) The arbitration shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

(d) The decision of the arbitrator shall be final and binding.

(e) The cost for the services of the arbitrator shall be borne equally by the TOWN and PBA. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(f) The time limits set out herein shall be strictly adhered to, and the failure to process a grievance to the next step within the specified time limit shall be deemed to mean that the grievant has accepted the latest determination made. However, upon mutual consent of the parties, the time limits for any step may be extended or contracted.

ARTICLE XXIV

ACTIONS AGAINST POLICEMEN

The Town shall provide necessary means for legal defense as required under N.J.S.A. 40A:14-155 where actions are brought against a policemen arising out of or incidental to the performance of his duties, but not for his defense in a disciplinary or criminal proceeding instituted by the Town except to the extent required by said statute.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

In the event that any provision of this Agreement shall, at any time, be declared invalid by Legislative Acts or any Court of competent jurisdiction, or through Government regulation or decree, through other than municipal actions, such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

ARTICLE XXVII

MANAGEMENT RIGHTS

A. The Town of Phillipsburg 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. To the executive management and administrative control of the Town Government and its properties and facilities, 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, except as specifically limited herein, and to promote and transfer Employees:

3. To suspend, demote, discharge, or take other disciplinary action for good and just cause according to law:

B. In the exercise of the foregoing powers, right, authority, duties, or responsibilities of the Town, the adoption of policies, rules, regulations, and practices and the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and applicable law.

C. The prerogatives and authority which the Town has not officially abridged, delegated, or modified by this Agreement are retained by the Town.

ARTICLE XXVIII

NO-STRIKE PLEDGE

A. The PBA and/or Association covenants and agrees that during the term of this Agreement neither the PBA and/or nor any person acting in its behalf will cause, authorize, condone, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any Employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slowdown, walkout, or other job action which interferes with the normal operation of the Town. The PBA and/or Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, work stoppage, slowdown, or other job action interfering with normal operations of the department, it is covenanted and agreed that participation in any such activity by any Employee covered by this Agreement shall be deemed grounds for disciplinary of such Employee or Employees, subject however to the Grievance Procedure and the provisions of Title 40.

C. The PBA and/or Association will actively discourage any of its members, or persons acting in their behalf, from taking part in any strike, slowdown, walkout or job action interfering with normal operations and will take whatever affirmative steps are necessary to present and terminate such illegal action.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Town in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the PBA and/or Association, its members, or any person acting on its behalf.

ARTICLE XXVIX

EXTRA CONTRACT AGREEMENTS

A. The TOWN agrees not to enter into any other Agreement or contract with the EMPLOYEES covered by this Agreement, individually or collectively, or with any other organization which in any way conflicts with the terms and provisions of this Agreement unless the PBA and/or Association agrees to any change in writing.

ARTICLE XXX

MUTUAL AID

A. EMPLOYEES while rendering aid to another community are fully covered by Workmen's Compensation and Liability Insurance and pensions as provided by State Law.

B. In the event that an EMPLOYEE shall render assistance to a law enforcement officer in another jurisdiction, while off duty, or act in his capacity as a police officer, he shall be considered for all purposes as being on duty and eligible for workmen's compensation if he is injured.

ARTICLE XXXI

RETENTION OF BENEFITS

A. The Employer agrees that all benefits, terms and conditions of employment relating to the status of Police Officers, which benefits terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

ARTICLE XXXII

WORK SCHEDULES

A. The authority to schedule work rests with the EMPLOYER. A normal work year shall consist of a number of hours equal to eight (8) times the number of days in the given year excluding Saturdays and Sundays. For calculating hourly wages, the individual salary shall be divided by 2,080 hours per year.

B. EMPLOYEES shall accrue hours to fulfill the requirements of the normal work year in the following manner:

1. Regular Scheduled Duty - actual hours spent on duty shall be credited to the fulfillment of the normal work year.
2. Training - actual hours spent on assigned training shall be credited to the fulfillment of the normal work year.
3. Holiday Leave - eight (8) hours per authorized holiday.
4. Vacation - eight (8) hours per authorized and used vacation leave day.
5. Sick Leave - eight (8) hours per authorized and used sick leave day.
6. Funeral Leave - eight (8) hours per authorized and used funeral leave day.

C. Before any major change in the departmental work schedule is made, the Director, or other EMPLOYER designated representative, shall meet with and explain the change to the two (2) designated representatives of the PBA and/or Association at least two weeks prior to the change.

ARTICLE XXXIII

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the terms 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 and 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 duly executed by both parties.

AGENCY SHOP PROVISION

A. Dues Deduction: Membership Dues

1. The Town agrees to deduct from the regular pay of any employee the dues of PBA Local 56. The payroll clerk shall process and forward such dues deduction to the treasurer of the PBA Local 56, which dues deduction shall commence not later than the second payroll period of the employee's membership and notice thereof to the Town.

B. Representation Fees: Agency Shop

1. A representation fee in lieu of dues shall be assessed and deducted from the regular pay of all employees not members of N.J. PBA Local 56, in an amount equal to 85% of the regular membership dues, initiation fees and assessments charged by the union to its own members.

2. The Town shall deduct a fee for all non-member employees in accordance with this Article, and shall transmit such fees in the same manner as transmission of regular membership dues to the local. The purpose of this fee will be offset the employee's per capita cost of service rendered by the PBA as a majority representative.

3. The union shall maintain a demand and return system as required in regard to representation fee assessments.

C. Prior to the beginning of each year, the PBA will notify the Town in writing of the amount of the regular membership dues, initiation fees and assessments charged by the PBA to its own members.

D. The Union shall indemnify and hold harmless the employer against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of, any action taken or not taken by the employer for the purposes of complying with any of the provisions of this Article.

ARTICLE XXXV

ACCESS TO PERSONNEL FOLDERS

A. Any employee shall have the right to inspect his personal folder after reasonable notice to the Town Clerk during normal office hours in the presence of a designated superior officer.

B. EMPLOYEES will be provided with a copy of material placed in their personnel folder. He shall be allowed to place in his folder a response of equal length to anything contained herein.

C. Each work performance evaluation shall be reviewed with the EMPLOYEE and evidence of this review shall be the required signature of the EMPLOYEE on the evaluation form.

ARTICLE XXXVI

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1990 and shall remain in effect to and including December 31, 1992 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. In the event such written notice is given, and a new contract is not signed before the expiration date of the old contract, said contract is to continue in full force and effect until a new contract is signed.

IN WITNESS THEREOF, the parties hereto have hereunto set
their hands and seals at Phillipsburg, New Jersey, on this 3rd
day of ~~February~~ ^{April}, 1991.

SUPERIOR OFFICERS ASSOCIATION
PHILLIPSBURG POLICE
DEPARTMENT

TOWN OF PHILLIPSBURG
COUNTY OF WARREN
NEW JERSEY

By LT. Thomas P. Krisak
Thomas Krisak, Lieutenant

By Frank J. Tototta
Frank J. Tototta, Town Manager

By James P. Stettner
James P. Stettner, Lieutenant

By John H. Pursel
John H. Pursel, Esq.

By Edward Gallagher
Edward Gallagher

ATTEST

Michele Broubalow
Michele Broubalow, Town Clerk

WITNESS:

Phyllis E. Lontalone