

**AGREEMENT BETWEEN THE
BOROUGH OF PEAPACK AND GLADSTONE
AND
NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, LOCAL No. 139**

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THIS AGREEMENT made this _____ day of _____, 2002, 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 1. RECOGNITION

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

ARTICLE 2. 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 other national, State, County or local laws or ordinances.

ARTICLE 3. 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 4. 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 5. BADGE ASSIGNMENT

Badge assignment will be the responsibility of the Chief of Police.

ARTICLE 6. 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.

ARTICLE 7. SALARIES

A. Effective January 1, 2002, the Salary Schedule for all officers recognized as being represented by the PBA shall be as follows:

	2002	2002 Modified	2003	2004	2005
	3.25 %	Adding Holiday	4.25 %	4.25 %	4.00 %
Sergeant	\$ 63,842.57	67,022.57	69,871.03	72,840.55	75,754.17
Grade 1	\$ 61,261.32	64,261.32	66,992.43	69,839.61	72,633.19
Grade 2	\$ 54,722.50	57,482.50	59,925.51	62,472.34	64,971.23
Grade 3	\$ 49,560.00	52,080.00	54,293.40	56,600.87	58,864.90
Grade 4	\$ 45,430.00	47,800.00	49,831.50	51,949.34	54,027.31
Grade 5	\$ 42,332.50	44,492.50	46,383.43	48,354.73	50,288.92
Grade 6	\$ 39,235.00	41,275.00	43,029.19	44,857.93	46,652.25
Probationary	\$ 36,137.50	37,937.50	39,549.84	41,230.71	42,879.94
Probationary w/o	\$ 30,975.00	32,625.00	34,011.56	35,457.05	36,875.34

Officers Scanlon and Ferrante shall be placed on Grade 4 of the Salary Guide for calendar year 2002 and shall advance to Grade 3 on January 1, 2003. Officer Scanlon and Officer Ferrante shall each receive, in addition to their regular salary as shown in Article 7 hereof, an equity adjustment of \$2,000 per annum for 2003 and 2004. The adjustment for each officer shall result in salary of \$56,293.40 in 2003 and \$64,472.34 in 2004. The equity adjustment will be paid to each officer in the first pay period in February 2003 and February 2004. No other officer shall be entitled to an equity adjustment hereunder.

B. Each Patrolman is identified by Grade in accordance with the above and will advance progressively, after a performance evaluation by the Chief of Police and review by the Borough Administrator and Police Committee prior to October 1st of each contract year, each January 1st of the contract year by Grade until "Grade 1 Patrolman" is reached. The Probationary Patrolman must complete no less than twelve (12) months before advancing to Grade 6. If a Probationary Patrolman is employed after July 1st he would advance to Grade 6 on the second January 1st following the date of employment.

C. If an officer is assigned as a Detective, he shall receive in addition to his regular salary an additional \$600.00 per year.

D. If an officer is assigned as a Corporal, he shall receive in addition to his regular salary an additional amount equal to \$1,250 per annum over Grade 1 Patrolman.

ARTICLE 8. HOURS OF WORK, OVERTIME AND COMPENSATION TIME

A. Work shifts shall be determined by the Chief of Police and shall consist of a predetermined number of hours within one twenty-four (24) hour period. In the event that a work shift is other than eight hours, the length of the work shift shall be of a length which, when calculated for a full year using the applicable repeating cycles, most closely approximates the 2,080 hours which would be achieved through a 7-day cycle, 40-hour work week. Except in an emergency, no officer shall be required to work more than sixteen (16) consecutive hours.

B. All hours worked in excess of an officer's regular schedule shall be considered overtime and compensated at time and one half except as otherwise provided below, for which an officer shall receive compensatory time on an hour per hour basis (straight time rate):

(1) Attendance at any meetings, unless an officer has been specifically ordered to attend that meeting. This includes by way of example, but not limitation, periodic meetings of organizations and associations which occur on an officer's day off. Compensatory time of three hours will be given for attending any meeting regardless of the length.

(2) Training which does not fall on an officer's regularly scheduled shift and which an officer is not specifically required to attend.

(3) Attendance at National Night Out.

(4) Travel to and from the New Jersey State Police Lab unless specifically ordered to do so because of emergent circumstances.

(5) Whenever an officer voluntarily switches his regular shift with another officer, the voluntarily assumed shift shall be considered an officer's regular shift.

The provisions of this paragraph are intended to increase or equal an officer's entitlement to overtime compensation under the FLSA. In the event that an officer would be entitled to additional pay under Paragraph C below, then Paragraph C shall control.

C. A work period shall be the greatest number of full cycles (containing both working and nonworking days) contained in a 28-day period, and shall be determined by dividing one applicable work cycle into "28". Thus, for example, a 6-day cycle of 4 days on, 2 days off, shall result in a 24 day work period. The maximum number of hours which an officer may work

during a work period depends on the number of days in the scheduled work period as reflected by the following table:

Work Period (Days)	Max. Hours
28	171
27	165
26	159
25	153
24	147
23	141
22	134
21	128
20	122
19	116
18	110
17	104
16	98
15	92
14	86
13	74
12	73
11	67
10	61
9	55
8	44
7	43

Time worked in excess of the maximum number of hours permitted for the work period shall be compensated at time and one half. Sick days, compensatory time, vacation time, personal days and holidays coming within the officer's scheduled shifts within the work period shall not be

deducted for purposes of computing the maximum hours worked. E.g., if an officer on an 8-hour shift is scheduled for a 14-day work period and has worked 70 hours, taken 1 vacation day (8 hours) + 1 personal day (8 hours) and is asked to work additional hours, he shall receive time and one half for the additional hours because he has 86 hours credited to him.

D. For additional duty which is compensable at time and one half, officers may choose compensatory time or cash payments for overtime work at time and one-half the base salary rate, which is determined by dividing the applicable annual salary by 2080. If compensatory time is chosen, the conversion to time-and-one-half shall be made prior to adding the hours to the "bank". An officer may add to the "bank" until it reaches 480 hours, at which time cash payment must be taken, in accordance with the Fair Labor Standards Act. Officers may use compensatory time off at their discretion subject to a determination by the Chief of Police that such use will not unduly disrupt the operations of the Police Department. The Department log recording compensatory time shall be kept to date within one pay period or one work period whichever is longer.

E. All reasonable efforts will be made to notify an off-duty officer if court has been canceled prior to 12:30 p.m. on the day of court. If an officer calls in between 12:30 and 1:00 and confirms a court appearance is necessary, he shall receive a minimum 3 hours pay at straight time if court is thereafter canceled.

F. Any officer required to be on "stand-by" during his off-duty time, as the result of receiving an "on-call" subpoena from any court (e.g., Superior Court, Grand Jury, etc.), shall receive three (3) hours pay. Throughout the stand-by period, the officer shall make himself available to be contacted by telephone or department issued pager.

G. Officers shall be paid for a minimum of three (3) hours at the rate of time and one-half for each off-duty court appearance. However, such payment shall only be made for time up to the starting time of an officer's regular shift, if same occurs within those three (3) hours.

H. Any officer called to duty, while off duty, shall receive additional compensation for a minimum of three (3) hours at the rate of time-and-one-half. However, such payment shall only be made for time up to the starting time of an officer's regular shift, if same occurs within those three (3) hours.

I. 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.

J. Overtime pay is to be paid in the pay period immediately following the end of the work period in which the overtime is earned.

K. The schedule will be posted quarterly, at least thirty (30) days prior to the start of each three (3) month period. Changes to the posted schedule must be made thirty (30) calendar days in advance, except in emergency situations. When a request is made for any type of leave which would require a schedule change, a list will be posted making that shift available with a cut off date for signing up. If an officer wants to voluntarily switch his shift to cover the vacancy, he will receive the shift. If no one wishes to switch but there is more than one officer willing to work the shift, then the following order of precedence will be used to fill the slot:

- (1) The senior officer who is scheduled off that day will have the right to take the opening;
- (2) Officers who can extend their shift and cover the opening including the proposal to partially change scheduled shifts and extend for additional hours. (e.g., switch from 0700-1530 to cover a partial afternoon by shifting to 1000-1830 and work 1830-2130 for overtime).

If no one signs up for the available shift, then the leave request will not be granted.

Compensatory time may be used at any time so long as additional compensation cost is not incurred by the Borough for its coverage unless approved by the Chief of Police .

ARTICLE 9. VACATIONS

A. Officers covered by this Agreement shall be entitled to vacation leave with pay based upon length of continuous and uninterrupted service as a full-time employee. Vacation days per calendar year* are:

To the end of the first calendar year in which service began:	0 days
Commencing on January 1 of the next calendar year until December 31 of the fifth year of service:	10 days
More than 5 years but less than 15 years:	15 days
More than 15 years but less than 21 years:	20 days
More than 21 years but less than 22 years:	21 days
More than 22 years but less than 23 years:	22 days
More than 23 years but less than 24 years:	23 days
More than 24 years but less than 25 years:	24 days
More than 25 years of service:	25 days

* A calendar year is defined as January 1 through December 31.

B. Employees who terminate service will be paid for their unused vacation leave at a rate equivalent to their normal salary as of the date the vacation was accrued.

C. An employee whose employment is terminated prior to the expiration of the Initial Trial Period of employment will not be entitled to vacation leave or pay in lieu thereof.

D. (1) Except as set forth in subsection D.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.

E. "Service" as used herein shall mean continuous and uninterrupted employment as a Full-Time employee.

F. 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.

G. 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 10. HOLIDAYS AND PERSONAL DAYS

A. All officers shall receive prorated compensation for eleven (11) holidays and for three (3) personal days per year. The three (3) personal days shall be taken at the officer's discretion with the approval of the Chief of Police.

B. The eleven (11) holidays shall be the same as the eleven (11) scheduled Borough holidays which apply to all Municipal employees. Compensation for eleven (11) holidays has been included in the Salary Guide for calendar years 2003 and thereafter and the officers are not entitled to any other compensation because they are assigned to work on a Borough holiday. Should the Borough adopt any additional holiday(s) during the term of this Agreement, the parties will discuss such Holiday(s) and the issue of compensation for same.

ARTICLE 11. 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. If an officer's assignment requires him to wear street clothes, he shall be entitled to have the clothes he actually uses for work cleaned.

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 officer's uniforms, in the following amount with respect to each officer covered by this Agreement:

2002	\$ 750.00
2003	\$ 775.00
2004	\$ 800.00
2005	\$ 825.00

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

Clothing damaged in the line of duty will be replaced from the general police budget and not from the officer's clothing allowance.

C. New employees will not receive a clothing allowance until such time as they have been employed by the Borough for one full calendar year.

D. All patrolmen, after completion of certification shall receive a full initial issue of clothing. This initial issue shall remain the property of the Borough for one (1) year.

ARTICLE 12. TRAVEL ALLOWANCE

All officers required and directed to utilize private transportation on any police business shall be reimbursed by the Municipality at the rate per mile permitted by the Internal Revenue Service measured from the Municipal Complex when:

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

ARTICLE 13. COMPLIANCE WITH ORDINANCES AND LOCAL LAW

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

ARTICLE 14. 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. Such leave shall be taken within ten days of the family member's death, and shall be in addition to vacation leave and sick leave. "Immediate family" is defined as (a) the employee's spouse, and (b) the employee's or his or her spouse's mother, father, sister, brother, child, grandparent or grandchild. The Borough reserves the right to require verification of the family relationship of any decedent to an employee. Up to five (5) more days may be taken with pay from prior accumulated sick leave if both the Chief of Police and Borough Administrator approve. Additional bereavement leave may be granted without pay by the Chief of Police and the Borough Administrator, if approved by both, for good cause.

ARTICLE 15. HOSPITALIZATION AND BENEFITS

A. The Borough of Peapack and Gladstone agrees to continue substantially equivalent insurance, dental and medical benefits as were in effect as of December 31, 1996 for all officers and their families.

B. All full-time employees and their dependents shall become eligible for dental insurance coverage on the first day of the month following completion of six (6) months of employment.

C. The Borough of Peapack and Gladstone shall maintain participation in the Police and Fire Retirement System.

ARTICLE 16. SICK LEAVE

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

B. Each full-time employee is entitled to sick leave benefits as follows:

1. From the date of initial employment to the end of that calendar year, employees shall be entitled to one (1) day of sick leave with pay for each month of service, to a maximum of five (5) days of sick leave.

2. For the next two calendar years of employment, employees shall receive eight (8) days of sick leave with pay per calendar year.

3. For the next five calendar years of employment, employees shall receive ten (10) days of sick leave with pay per calendar year.

4. Thereafter, employees shall receive twelve (12) days of sick leave with pay per calendar year.

C. 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.

D. An employee who has been 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 two or more days, may 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.

E. 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 Chief of Police a final physician's statement indicating that he or she is again fit for active duty.

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

G. 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.

H. Sick leave accumulates up to a maximum of one hundred and five (105) working days. An employee who retires from the Borough will receive pay for unused accumulated sick time, up to a maximum of ninety (90) days. An employee who separates, under favorable conditions, for 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 maximum sick leave up to a maximum of ninety (90) days. Once an employee has remained on sick leave in excess of ninety (90) consecutive days, the Borough reserves the right to have the employee examined by a physician of the Borough's choice.

I. Officers with one complete year of service to three years of service shall be entitled to use up to eight (8) days of accrued sick leave within any calendar year to provide care for a newborn or adopted child, or because of a serious health condition of a child, spouse, parent or parent of a spouse. Officers with three (3) or more years of service shall be entitled to use current or accumulated sick leave within any calendar year for the enumerated purposes. Days may be taken consecutively upon at least seven (7) working days written notice when written

notice is possible. Non-consecutive and additional family leave without pay may be granted by the Chief of Police and the Borough Administrator, if approved by both, for good cause.

J. Emergency leave will take precedence over vacation time or personal time not scheduled at the time of the request. Sufficient cause, other than overtime expenses, must be shown when emergency leave is denied. Officers on emergency leave may not take other employment during the leave.

ARTICLE 17. 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 procedure 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 of Police. 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

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 within fifteen (15) working days after delivery of the grievance in writing, 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 the non-prevailing 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 18. 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 reasonable 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.

D. On duty officers shall be permitted to attend the funeral of fellow police officers and use a police vehicle if, in the opinion of the Chief of Police, there is adequate staffing and vehicles remaining.

E. Officers shall receive additional training, as needed. Training shall be provided in a fair and equitable manner taking into consideration any special duties assigned to a particular officer. Officers shall also be assigned to hold membership in professional associations at the discretion of the Chief of Police and shall be permitted to attend meetings while on duty as long as appropriate staffing is still available. Officers given permission to attend meetings when not scheduled for duty shall receive 3 hours straight time pay. Association memberships shall be assigned by the Chief of Police in a fair and equitable manner, taking into consideration the Department's needs, the officer's assigned duties and personal preferences.

ARTICLE 19. 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 of Police, 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
4. 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 20. 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 the 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 21. 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 that 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 Mayor and Council.

ARTICLE 22. PUBLICATIONS

A. All publications concerning in-service training programs being held at an approved academy or other convenient locations that are received by the Police Department shall be posted in a conspicuous location to be selected at the discretion of the Chief of Police. 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.

B. All Borough owned law books, manuals, code books and the like are to be kept in an area accessible to the officers at all times, and shall not leave headquarters without the approval of the Chief of Police.

ARTICLE 23. BULLET PROOF VESTS

All officers covered by this Agreement shall be furnished with a bullet proof vest approved by the Borough of Peapack and Gladstone, whose threat level is high enough to include the officer's duty firearm. If the officer wishes to upgrade he/she can do so out of his/her clothing allowance. Vest will be replaced as required by due date on vest.

ARTICLE 24. 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 25. 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. No off-duty employment is permitted for the period of any shift that the officer has taken off sick from the Borough.

ARTICLE 26. EDUCATIONAL AND MILITARY CREDITS

Any officer who completed a course of higher education or who has honorably served in the military shall, in addition to his regular salary, receive the following additional amounts per year:

- 1. Associates Degree (AA or AS or equivalent or 60 credits): \$ 500.00
- 2. Bachelors Degree (BA or B.S. or equivalent): 700.00
- 3. Masters Degree (MA or equivalent): 900.00
- 4. Honorable Discharge: 300.00

An officer with more than one degree shall receive the stipend appropriate to the highest grade attained.

Such additional compensation shall be paid during the second pay period in June of each year.

Should an officer terminate his 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 27. LONGEVITY

All officers covered by this Agreement shall be entitled to 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 28. 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 eight-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 Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Borough at the request of the Union under this Article.

ARTICLE 29. DURATION

THIS AGREEMENT shall become effective January 1, 2002 and shall terminate on December 31, 2005. All salaries and other benefits under the terms of this Agreement are retroactive to January 1, 2002 unless otherwise specified.

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

BOROUGH OF PEAPACK AND GLADSTONE

POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL NO. 139

BY: *Konrad A. Zivardy*

BY: *Richard J. Hennessey*

BY: _____

BY: *[Signature]*

ATTEST:

BY: *Margaret J. Gould*

BY: *Margaret J. Gould*