

**AGREEMENT**

**BETWEEN**

**THE BOROUGH OF PITMAN**

**AND**

**NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION  
PBA LOCAL 122**

**PITMAN POLICE DEPARTMENT CONTRACT**

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**JANUARY 1, 2009 THROUGH DECEMBER 31, 2011**

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**ARTICLE II**  
**ARTICLE ILLEGAL REFERENCE**

**Section 1.** Nothing contained in this Agreement shall alter the authority conferred by law, ordinance, resolution and/or police department rules and regulations upon any Borough Official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring Borough officials and all Police covered by this Agreement to follow the terms contained herein to the extent that they are applicable in the exercise of the responsibilities conferred upon them by Law.

**Section 2.** Nothing contained herein shall be construed to deny or restrict to any Policeman such rights as he may have under any other applicable laws and regulations.

**Section 3.** The provisions of this Agreement shall be subject and subordinate to, and shall not nullify or modify, applicable provisions of Federal, State, and Local Laws.

## ARTICLE III POLICEMEN'S RIGHTS

**Section 1.** Pursuant to Chapter 303, Public Laws 1968, the Borough hereby agrees that every Policeman shall have the right to freely organize, join and support the P.B.A. or other organizations for purposes of engaging in concerted activities for mutual aid and protection.

**Section 2.** Elected representatives, not to exceed a maximum of two (2), from the P.B.A. shall be permitted time off to attend mutually scheduled negotiating sessions and mutually scheduled Pitman grievance sessions. Time off for monthly meetings of the P.B.A. shall be allowed, provided that the efficiency of the Department is not affected thereby.

**Section 3.** A Police Officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times, provided that a designated superior officer is present at the time of such inspection. Any request for such inspection will be submitted to the Chief of Police prior to such inspection. The Borough agrees to notify the individual Officer if any derogatory material is placed in his personnel file by providing the Officer with a copy.

**Section 4.** A Police Officer has the same rights to engage in political activity as afforded to any citizen. This right to engage in political activities shall not apply to any Police Officer when he is on duty or when he is acting in his official capacity.

**Section 5.** When a Police Officer is under investigation, or subject to interrogation by a law enforcement agency for any reason which could lead to disciplinary action, demotion, loss of pay, or dismissal, the investigation or interrogation

shall be conducted in order that the Police Officer shall be accorded the right to no less than that of an ordinary citizen.

**Section 6.** No Ordinance shall abridge the rights of any member of the Police Department from any lawsuit or other rights to which he or any other citizen may be otherwise entitled to bring against the Borough, nor shall any right be abridged in limitation of the Officer's right to bring a suit arising out of the duties as a law enforcement officer against the Borough, for any cause of action accorded him under the laws of the State of New Jersey.

**Section 7.** If any investigation or interrogation of a Police Officer of the Borough of Pitman results in the recommendation of some action, the Borough shall not engage in any activity which may be found to be discriminatory or unfair to the Officer.

**Section 8.** Any hearing to be conducted with reference to an Officer pursuant to Section 7 herein shall be conducted by Mayor and Council of the Borough of Pitman, with all sides given an ample opportunity to present evidence and argument with respect to the individual issues involved. All parties are entitled to be represented by counsel.

**Section 9.** Every party shall have the right to cross-examination of any witnesses who may be brought to testify, and each party shall be entitled to present rebuttal evidence.

**Section 10.** Any decision, order or recommendation for action resulting from the hearing shall be in writing and shall be accompanied by findings of fact. The findings shall be expressed in a concise statement upon each issue in the case. A copy of the decision or order and accompanying findings and conclusions, along with written

recommendations for action, shall be delivered or mailed promptly to the Officer or to his Attorney.

**Section 11.** No Officer shall be discharged, disciplined, demoted or denied promotion, transfer or reassignment, or otherwise discriminated against in regard to this employment, or be threatened with any such treatment, by reason of his exercise of or demand of the rights granted in this Agreement, or by reason of the lawful exercise of his Constitutional Rights.

**ARTICLE IV  
MANAGEMENT RIGHTS**

The P.B.A. recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Employer. All of the rights, powers, and authority possessed by the Employer prior to the signing of this Agreement and retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

**ARTICLE V  
VACATIONS AND HOLIDAYS**

**Section 1. Vacations**

A. **Earned Vacations.** Officers with continuous service in the Borough shall be credited with earned vacation which will relate back to the first full month of employment in accordance with the terms herein stated. Officers shall be entitled to a paid vacation.

1. The vacation year shall be from January 1 to December 31.
2. Vacation pay shall be computed at prevailing regular salary rates (Base 1 Salary).
3. Vacation is earned in accordance with the following schedule, so long as Sergeants and Officers are working twelve hour shift schedules:

| Length of Service   | Earned Vacation Accrued | Hours Per Month |
|---|-------------------------|-----------------|
| Hired prior to July 1<br>(Applies to initial year of hire only) | 48 hours                |                 |
| After initial year of hire through 5 years                      | 108 hours               | 9.00            |
| 6 years   | 120 hours               | 10.00           |
| 7 years   | 120 hours               | 10.00           |
| 8 years   | 132 hours               | 11.00           |
| 9 years   | 144 hours               | 12.00           |
| 10 years  | 156 hours               | 13.00           |
| 15 years  | 192 hours               | 16.00           |
| 20 years  | 204 hours               | 17.00           |

The following schedule is effective January 1, 2010 and thereafter:

| Length of Service   | Earned Vacation Accrued | Hours Per Month |
|---|-------------------------|-----------------|
| Hired prior to January 1<br>(Applies to initial year of<br>hire only) | 60 hours                |                 |
| After initial year of hire<br>through 5 years                         | 120 hours               | 10.00           |
| 6 years   | 132 hours               | 11.00           |
| 7 years   | 132 hours               | 11.00           |
| 8 years   | 144 hours               | 12.00           |
| 9 years   | 156 hours               | 13.00           |
| 10 years  | 168 hours               | 14.00           |
| 15 years  | 204 hours               | 17.00           |
| 20 years  | 216 hours               | 18.00           |

If, during the term of this contract, work schedules are changed from twelve hour shifts to eight hour shifts, the vacation schedule will revert back to that in effect during the 1984-86 contract.

4. Less than twelve (12) days of a month will not be considered when computing earned vacation time. Twelve (12) or more days of service during a month will be credited as a full month.

5. Earned vacation pay shall be paid to any Police Officer who is laid off, terminated, resigns, is on leave of absence, or enters military service. Such Officers shall be paid vacation pay on a pro-rata basis.

6. Vacation time shall not accrue during a leave of absence, but shall accrue during sick leave.

7. Regular days off or recognized holidays at the beginning or end of a vacation period will not be considered a part of the vacation.

**B. Using Earned Vacation.**

1. Vacation time earned shall be used by the Officer during the vacation year, however, up to forty (40) hours of the current year's vacation may be accumulated and taken (used) during the next (following) vacation year. Requests for vacation accumulation must be forwarded to the Chief of Police no later than September 1 of the current vacation year. In this request, the Officer must state that he wishes to accumulate (hold) forty (40) hours of the current year's earned vacation time for the next (following) year. No vacation accumulation shall be for more than one (1) year.

2. No vacation may be taken during the first six (6) months of employment. This six month period may continue through the end of one vacation year and into the next (following) year. So there will be no misinterpretation, the following example will suffice;

Example: Officer "A" is hired on October 1, 1976. His six (6) month period is as follows; October 1, 1976 to March 31, 1977.

3. **Scheduling vacation.** The Chief of Police shall allot vacation periods in order to assure orderly operations and adequate continuous service, but will grant vacations so far as possible in accordance with the desires of the Officers in order of their seniority in rank.

4. In lieu of vacation, an employee can collect compensation for unused vacation time at the rate of one hour's pay for one hour of vacation for up to 50%

of his vacation. It is mandatory that an employee take not less than 50% of his vacation each year. Compensation so paid shall be the first pay period in November of the year in which the vacation is accumulated.

**C. Paying Earned Vacation.**

1. Vacation pay will be computed at the prevailing regular salary rate (Base 1 Salary) in accordance with Article V, Section 1(A)(2).
2. Should an employee terminate after using vacation not yet earned, such pay not yet earned will be deducted from the final paycheck.

**Section 2. Holidays**

- A. The following official holidays with pay shall be observed:

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
General Election Day  
Veteran's Day  
Thanksgiving  
Christmas Day

Each Officer shall be compensated with one hundred and four (104) hours of holiday pay as reflected and included in the annual Base I Salary and salary guide set forth in Article IX, Section C.

- B. If an Officer, who has not been scheduled to work on one of the thirteen (13) designated holidays, is called in to work on such a holiday, he shall be paid at the

rate of two (2) times his Base 1 hourly rate for all hours worked, in lieu of overtime pay.

For the purposes of administering this Agreement, a day, including any holiday, shall run from 12:01 a.m. to 11:59 p.m.

**ARTICLE VI**  
**LEAVE OF ABSENCE, SICK LEAVE, PERSONAL DAYS**

**Section 1. Leaves of Absence**

A. **Military Leave.** When an Officer is a member of the National Guard, Air National Guard, or Reserve Unit of any of the Armed Forces of the United States and is required to engage in field training and to attend meetings, he shall be granted a military leave of absence with pay for the period of such training or meeting. Such paid leave of absence shall not affect his vacation. Such pay from the Borough will equal only the amount required to equalize his military pay in order that the total pay received from both sources will equal his current police pay. When an Officer has been called to active duty or drafted into the military, air or naval forces of the United States, he shall be granted an indefinite leave of absence without pay and his seniority shall continue for the duration of such military service. Such Officer must be reinstated without loss of privileges or seniority, provided that he receives an honorable discharge and he reports for duty with the Borough of Pitman within 90 days following his discharge from the military service.

B. **Funeral Leave**

1. Employees shall be granted special leave with pay because of death in the immediate family, or for the death of other members as enumerated under Article X, Section 1(B). All funeral leave granted is computed at prevailing regular salary rates. (Base 1 Salary)

2. Such funeral leave shall be granted from the date of request in the amount of twenty-four (24) hours due to the death of a grandparent.

3. Notwithstanding any other provisions of this Article, special funeral leave with pay shall be granted for a period of five (5) contiguous days due to the death of a mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, and relatives of the Officer that reside in his household.

4. Notwithstanding any other provisions of this Article, special funeral leave with pay shall be granted for a period of ten (10) work days due to death of a spouse, provided that such spouse shall leave surviving a minor child or children; otherwise, such leave shall be for a period of five (5) work days.

5. Notwithstanding any provision of this Article, special funeral leave with pay shall be granted for a period of five (5) work days due to the death of any employee's son or daughter.

6. In addition, accumulated sick leave may be utilized for additional time off for death of an immediate member of the family.

C. **Leave Without Pay.** The Director of Public Safety, on advise of the Chief of Police and request of an Officer and after reasonable notice, may grant a six (6) month leave of absence without pay to said Officer. Said leave may only be granted by the Director when he receives a written request by the Officer. The Director may extend such leave for an additional six (6) months upon approval of Borough Council. If the said Officer overstays such leave, his employment with the Borough shall be deemed to have terminated. Such leave will be granted only upon approval of the Director of Public Safety in writing.

## **Section 2. Sick Leave**

A. **Number of Hours.** An Officer shall be entitled to earn 8 hours of paid sick leave for each month of service.

B. **Accumulation of Sick Leave.** Sick leave shall accumulate during an Officer's tenure but will not exceed one thousand, forty (1,040) hours of accumulated sick leave. Sick leave will be utilized as sick leave only or as otherwise specifically provided in this Agreement and shall be computed at prevailing regular salary rates (Base 1 Salary). An Officer with three or more years' seniority shall be entitled to sell back to the Borough any unused sick leave at the rate of one hour's pay for each two and one-half (2-1/2) hours of accumulated sick leave either when he leaves the Department or accrues the maximum allowable number of sick time (1,040 hours). This sell back may be exercised annually.

C. **Use of Sick Leave.** Sick leave may be used by an Officer for personal illness of a member of his family which requires his attendance upon the person who is ill or which requires his being quarantined by a physician because of a disease which may be contagious. Such sick leave in excess of three (3) working days will require a written statement from the Officer's attending physician, except when such sick leave is used under Article VI, Section 1(B)(5). In the event that an on duty Officer shall be called upon by a member of his family to attend to an unforeseen medical emergency, and such visit shall not extend over a working day, the Officer may return to work that same day without utilizing sick time, provided that a reasonable statement in writing is furnished as to the purpose, place and time of such visit.

D. **Injuries.** For a work related injury an Officer will be paid up to full salary until a Department Physician determines that he is capable of returning to work or places him on permanent disability. Time lost from work shall not be deducted from sick leave accumulated. So there will be no misinterpretation, the following example will suffice;

|                              |          |
|------------------------------|----------|
| Officer "A" weekly Salary is | \$500.00 |
| Workmen's Compensation pays  | \$200.00 |
| Borough shall pay            | \$300.00 |

### **Section 3. Light Duty**

Light duty will be assigned to Officers under the following conditions.

- A. If an Officer is recovering from a work-related injury, light duty will be provided consistent with past practice.
- B. If an Officer is recovering from a non-job related injury, light duty will be provided only after the Officer has exhausted all accrued sick leave.
- C. The tasks assigned to an Officer who is performing light duty will be determined by the Chief of Police.

### **Section 4. Personal Days**

Each member of the bargaining unit shall be eligible for three (3) personal leave days to be used for the personal business of said member and which shall be computed at prevailing regular salary rates (Base 1 Salary). The said personal leave days shall be administered, and their use restricted, pursuant to the following guidelines;

- A. Personal leave days shall be restricted to three (3) days per contract year.

Personal leave days shall not be accumulated from year to year. If the personal leave days are not used in the contract year, they shall be lost.

B. Personal leave day usage shall be restricted, to and used only for, situations demanding the presence of the bargaining unit member, in situations which arise without reasonable prior notice, and which cannot be scheduled or rescheduled by the bargaining unit member for another time which would not require the taking of a personal leave day.

1. To that end, examples of personal leave days include, but are not limited to, the following:

a. Court appearances requiring the presence of the bargaining unit member which cannot be rescheduled, and which do not arise from the employment of the said bargaining unit member.

b. Settlement procedure on the purchase and/or sale of real estate, which could not have been scheduled upon any other date not requiring the taking of a personal leave day.

c. Other business requiring the presence of the bargaining unit member, the timing or rescheduling of which is beyond the control of the bargaining unit member.

d. Except for one (1) personal leave day, which is designated as an "emergency" day, and which may be taken without prior approval and with less than forty-eight (48) hour notice, the bargaining unit member shall submit his request for a personal leave day to the Borough, or its designated representative, not later than forty-

eight (48) hours prior to the day requested as a personal leave day. The decision of the Borough, or its designated representative, as to the grant or denial of a personal leave day, shall be final, except in the instance that, should the designated agent of the Borough be the Chief of Police, the bargaining unit member shall have the right of appeal to the Director of Public Safety. In all cases, the decision of the Director of Public Safety shall be final and shall expressly not be subject to grievance procedures, arbitration, or any other form of administrative or legal appeal or negotiation whatsoever. The Borough, or its designated representative, may require reasonable proof of the necessity of the taking of the personal leave day, including, but not limited to, a certification by the bargaining unit member that the personal leave day is necessary and that it cannot be rescheduled by the bargaining unit member. Permission to take personal leave days, where required, shall not be unreasonably withheld.

e. Personal leave days shall not, under any circumstances whatsoever, be used by a member of the bargaining unit for:

1. pleasure
2. recreation
3. job interviews
4. extension of vacation, holidays or weekends
5. sick days
6. leave of absence, or
7. any other purpose for which time off is provided or allowed

in any other portion or section of this Agreement.

**ARTICLE VII  
OTHER BENEFITS**

**Section 1. Health Benefits**

A. The Borough will provide, and will assume full payment for a medical insurance program for all members of the Police Department, as defined in Article I of this Agreement. Employees shall be responsible for a co-pay for each prescription drug purchase, in the amount of \$10.00 for each generic brand and \$15.00 for each brand name prescription. The Borough reserves the unilateral right to select and to change insurance companies and/or plan administrators, and to self-insure or to self-fund medical insurance benefits, after prior notice to and discussions with the P.B.A., provided that the new benefit levels are reasonably comparable to those being replaced.

B. Each employee shall be provided, at the Borough's expense, vaccination for Hepatitis B with the three-part synthetic vaccine.

**Section 2. Death Benefits**

If an Officer loses his life in the line of duty, the Borough will provide health benefits, as defined above, at no cost for the spouse and children of the deceased officer until his children reach the legal age and/or his spouse either dies or remarries. Any child who is a full-time student shall receive coverage until attaining the age of 22.

**Section 3. Reimbursement of Expenses**

A. **Meals.** Meals will be paid at rates not exceeding the following:

|           |        |
|-----------|--------|
| Breakfast | \$3.00 |
| Lunch     | \$6.00 |
| Dinner    | \$9.00 |

B. The aforesaid shall be paid by the Borough at the rate designated when

approved by the Chief of Police in connection with an assignment outside the Borough of four (4) hours or longer. This is intended to cover expenses to be borne by the Officer in testifying in court action, investigations which may require his presence outside the community and for such other purposes as may be authorized by the Chief.

C. Mileage for use of a Police Officer's personal automobile shall be paid for by the Borough at the rate of twenty (20) cents per mile, provided that the Chief of Police determines that such transportation is necessary but does not provide such transportation by a Borough vehicle.

D. Such expense account vouchers shall be submitted monthly to the Chief of Police and no later than one (1) month after the expenses was incurred by the Officer.

E. **Terms and Conditions.**

1. **Schools.** At the discretion of the Chief of Police, an Officer shall be paid for meals and transportation (if not provided) while attending a police academy or any other institution, as so ordered or authorized by the Chief of Police. The rates fixed in this Agreement shall apply to all such reimbursement for expenses incurred.

2. **Court Appearances.** Meals and mileage expenses shall be paid to an off-duty Officer while attending Court out of the Borough in connection with matters arising out of his Borough employment, with the exception of Civil Court, if the Chief does not provide transportation.

3. **Clothing.** Each Officer shall receive an annual allowance of \$800.00 for the cleaning and repair of clothing. If an Officer's clothing is destroyed in the line of duty, the Borough shall replace it in addition to the annual allowance for each

Officer. This provision shall not apply to Detectives.

**Section 4. Education Awards**

The Borough will pay \$400.00 to any officer who has an Associate Degree, \$700.00 to any officer who has a Bachelor's Degree, and \$1,000.00 to any officer who has a Master's Degree. Such awards will not be added to the Officer's Base 1 Salary, but will be paid each year following the earning of the degree. Education awards will be paid the first pay period in November of each year.

**Section 5. Employee Assistance Program**

Effective with the execution of this Agreement, the Borough will provide enrollment for all Officers in the Employee Assistance Program administered by Cooper Hospital/University Medical Center at a cost to the Borough of \$21.00 per year per Officer.

**Section 6. Pension**

All Officers shall be covered by the New Jersey Police and Firemen's Retirement System ("PFRS"). Contributions will be made by the Borough based upon an Officer's "pensionable salary", which shall include Base 1 Salary and Longevity as provided herein.

**ARTICLE VIII  
HOURS OF WORK AND OVERTIME**

**Section 1. Hours of Work**

A. **Tour of Duty.** An Officer shall work in accordance with a schedule to be posted on a monthly basis by the Chief of Police.

**Section 2. Overtime**

A. An Officer required to work beyond his regular tour of duty shall be paid overtime on the following basis;

0 15 minutes at the end of shift – None

16 to 30 minutes at the end of shift – One-half (½) hour

31 to 60 minutes at the end of shift – One(1) full hour

In excess of one hour at the end of shift – Minute per Minute

B. **Court Appearance.** An Officer required to report to Municipal Court in performance of his duties while on his off-duty time shall receive a minimum of one (1) hour overtime if his name shall appear on the docket issued by the Municipal Court Clerk. Such docket shall be prepared not later than two (2) working days preceding Court. An Officer required to report to Superior Court in performance of his duties while on his off-duty time, other than in a civil action, shall receive a minimum of two (2) hours overtime.

C. **Compensatory Time.** In lieu of overtime pay an Officer may request to take compensatory time off from his regularly scheduled work hours, subject to the sole discretion of the Chief of Police. The rate for the compensatory time shall be computed at the overtime rate.

D. **Overtime Rates.** An Officer required to work in excess of his regularly scheduled tour of duty shall be paid at the rate of one and one-half (1-1/2) times his Base 2 hourly rate when such work is on a weekday or Saturday. An Officer shall be paid at the rate of two (2) times his Base 2 hourly rate when such excess work shall fall on a Sunday.

**ARTICLE IX  
SALARIES**

Effective January 1, 2009, salaries of all members covered under this Agreement shall be increased in conformity with the following formula and in accordance with the following schedule:

A. Effective January 1, 2009, an increase of three percent (3%) over the 2008 Base I Salary.

B. Effective January 1, 2010, an increase of three and one-half percent (3.5%) over the 2009 Base I Salary.

C. Effective January 1, 2011, an increase of three and three-quarter percent (3.75%) over the 2010 Base I Salary. During the term of this Agreement, the following Base I salary scale shall apply and such Officers shall be paid the salaries specified therein for the duration of the contract.

|                                 | 2009        | 2010        | 2011        |
|---------------------------------|-------------|-------------|-------------|
| Police Sergeant                 | \$74,839.21 | \$76,992.83 | \$79,880.06 |
| Police Patrolman<br>Fifth Year  | \$68,225.57 | \$70,613.47 | \$73,261.47 |
| Police Patrolman Fourth<br>Year | \$63,896.46 | \$66,132.84 | \$68,612.82 |
| Police Patrolman Third<br>Year  | \$59,431.63 | \$61,511.73 | \$63,818.42 |
| Police Patrolman Second<br>Year | \$55,445.65 | \$57,386.25 | \$59,538.23 |
| Police Patrolman First<br>Year  | \$46,126.16 | \$47,740.58 | \$49,530.85 |

E. The differential between the Base Salary of a Sergeant and a Patrolman-Fifth Year will be at least \$1,800.00 during the life of this Agreement.

F. The Borough and P.B.A. 122 agree that each Officer shall receive his or her full contractual salary as set forth above for each contract year between January 1 and December 31 of such contract year. The P.B.A. understands that in order to effectuate such payment, it may be necessary in certain years for the Borough to issue an additional check in December, which would represent the difference between the annual salary set forth above for that contract year and the amount of salary actually paid on regular pay dates up to the time of the issuance of the additional check.

**ARTICLE X  
MISCELLANEOUS**

**Section 1. Definitions**

A. Officers are defined as full time uniformed Police Officers of the Department, including the Detective Bureau, but excluding the Chief and Captain of Police, Lieutenants and dispatchers.

B. Members of the Family are defined as the Officer's father, mother, father-in-law, mother-in-law, grandfather, grandmother, brother, sister, spouse, brother and sister of spouse, child, foster child, and relatives of the Officer that reside in his household.

C. Base 1 Salary is defined as the annual salary of the Officer as set forth in Article IX of this Contract, exclusive of longevity, as set forth in Article XVII of this Contract. Base 1 Salary rates shall be adjusted in accordance with the schedules contained in Article IX.

D. Base 2 Salary is defined as Base 1 Salary, plus applicable longevity pay as provided in Article XVI of this Agreement.

**E. Hourly Rate**

1. The Officer's hourly rate is calculated on the basis of his Base 1 Salary, as in the following example;

Salary of \$10,400.00 divided by 52 weeks = \$200.00 per week.

Weekly salary (\$200.00) divided by 40 hours (standard workweek) = \$5.00 hourly rate.

This hourly rate shall be used for the purpose of computing all pay rates except overtime.

2. The Officer's hourly rate for overtime purposes is calculated on the basis

of his Base 2 Salary, as in the following example;

|               |               |
|---------------|---------------|
| Base 1 Salary | \$10,400.00   |
| Longevity     | <u>104.00</u> |
| Base 2 Salary | \$10,504.00   |

Base 2 Salary of \$10,504.00 divided by 52 weeks per week. Weekly salary (\$202.92) divided by 40 hours (standard workweek for purposes of overtime) = \$5.05 hourly rate.

**Section 2. Detectives**

A. An Officer shall receive the sum of one thousand dollars (\$1,000.00) per year in additional salary if he holds the title of Detective. Should the Officer be given the title of "Detective", or should the title of "Detective" be taken from the Officer, at any time after the beginning or end of a calendar year, the aforesaid salary premium shall be adjusted pro-rata.

B. When an Officer is appointed Detective, he will receive a \$200.00 allowance toward purchase of the appropriate clothing for the job.

C. In each successive year, a Detective shall receive the sum of one thousand one hundred fifty dollars (\$1,150.00) per year for the purchase, cleaning and repair of clothing for use in his job activities. Such sum shall be paid by the Borough to the Officer during the month of April of each year.

D. An Officer who is required to return to work during the periods other than his regularly scheduled hours shall be paid overtime and shall be guaranteed not less than one (1) hour overtime pay, regardless of the number of hours actually worked.

E. Notwithstanding anything to the contrary contained herein, an Officer

holding the title of "Detective" shall work a forty (40) hour calendar work week, consisting of five (5) eight (8) hour days, with two days off. Overtime shall accrue to an Officer holding the title of "Detective" after the 40th hour in any calendar work week.

**Section 3. Traffic Sergeant**

A. Should Borough Council, in their sole discretion, decide to appoint a "Traffic Sergeant", an Officer shall receive the sum of one thousand dollars (\$1,000.00) per year additional salary if he shall hold the title of "Traffic Sergeant", or should the title of "Traffic Sergeant" be taken from an Officer, at other than the beginning or the end of a calendar year, the aforesaid salary premium shall be adjusted pro-rata.

B. Notwithstanding anything to the contrary contained herein, an Officer holding the title of "Traffic Sergeant" shall work a forty (40) hour calendar work week, consisting of five (5) eight (8) hour days, with two days off. Overtime shall accrue to an Officer holding the title of "Traffic Sergeant" after the 40th hour in any calendar work week.

## ARTICLE XI GRIEVANCE PROCEDURE

**Section 1.** 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 1.** An Officer with a grievance shall first discuss it with his immediate supervisor either directly or through the P.B.A.'s designated representative for the purpose of resolving the matter informally.

**Step 2.** If the aggrieved party is not satisfied with the disposition of his grievance at Step 1 or if no decision has been rendered within ten (10) working days after presentation of that grievance at Step 1, he may file a written grievance with the Chief of Police or, in his absence, a representative designated by him. A meeting on the written grievance shall be held within ten (10) working days of the filing of the written grievance between the Chief of Police or his designated representative, the aggrieved party, and the P.B.A.'s designated representative. A decision thereto shall be rendered in writing by the Chief of Police within ten (10) working days after the holding of such meeting.

**Step 3.** If the aggrieved party is not satisfied with the disposition of his grievance at Step 2 or if no written decision has been rendered within ten (10) working days after the presentation of that grievance at Step 2, the matter may be referred by the P.B.A. by its designated representative to the Public Safety Committee. However, the Chief of Police will not sit in as a member of the Public Safety Committee at such Step 3 meetings. A meeting on the grievance shall be held between P.B.A. and the Public Safety Committee within ten (10) working days, at which meeting the parties may be

represented. Said meeting shall not be held publicly, unless the parties so agree in writing. The Public Safety Committee shall render a final written decision within fifteen (15) working days of the date of the meeting.

**Step 4.** In the event that the aggrieved person is not satisfied with the decision of the Public Safety Committee, the aggrieved person or P.B.A., on his behalf, has fifteen (15) days within which to request arbitration.

A. The Arbitrator shall be selected in accordance with the Rules and Regulations of the Public Employment Relations Commission (PERC).

B. The Arbitrator's decision shall be in writing and shall not issue later than thirty (30) calendar days after the close of the Arbitration Hearing. The decision shall set forth the Arbitrator's findings of fact, reasons and conclusions on the issue or issues submitted.

C. The Arbitrator's decision shall be final and binding on the parties.

D. The costs for the services of the Arbitrator shall be borne equally by the Borough and P.B.A. All other expenses incidental to and arising out of the Arbitration shall be paid by the party incurring same.

E. A grievance affecting a group of employees under Article I may be submitted by P.B.A. on behalf of said named group at Step 3 of the grievance procedure.

**Section 2.** The time limit specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties.

**Section 3.** A grievance must be presented at Step 1 within one week from the date of the 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.

**Section 4.** An employee may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by P.B.A. When an employee is not represented by P.B.A., the P.B.A. shall have the right to be present and state its views at all stages of the grievance procedure. When such final determination is made, the P.B.A. will promptly receive a copy of the employee's written grievance and a copy of the final determination thereof.

**ARTICLE XII**  
**RETENTION OF BENEFITS**

**Section 1.** Except as otherwise provided herein, all benefits which the P.B.A. has heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Borough during the term of this Agreement.

**Section 2.** Rules, or modification of existing rules, whether written or unwritten, governing working conditions shall be negotiated with the P.B.A. prior to being made effective.

**Section 3.** The provisions of all Municipal Ordinances and Resolutions applicable to the members shall remain in full force and effect except as specifically modified herein.

**ARTICLE XIII  
LEGAL AID**

If an employee is charged with a violation of the law as a result of acts committed by him while on duty, the Borough shall reimburse the employee for the service of an attorney selected by the employee to represent him. Said payment is conditioned upon the employee being found not guilty. The employer shall also pay such other legal fees as provided by Statute.

**ARTICLE XIV  
DISCRIMINATION OR COERCION**

**Section 1.** There shall be no discrimination, interference, or coercion by the Employer or any of its agents against the Employees represented by the P.B.A. because of membership or activity in the P.B.A.

**Section 2.** The P.B.A. or any of its agents shall not intimidate or coerce Employees into membership.

**Section 3.** Neither the Employer nor the P.B.A. shall in any way discriminate against any Employee because of race, creed, color, age, sex, or national origin.

**ARTICLE XV  
SAVINGS CLAUSE**

In the event that any Federal or State Legislation, Governmental Regulation or Court Decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning any such invalidated provision.

**ARTICLE XVI  
LONGEVITY**

**Section 1.** Effective January 1, 1996, longevity will be paid as a percentage of Base 1 Salary of the Police Officer as follows:

A. After completion of five (5) years of police service within the Borough of Pitman, 1.5% of the Base 1 Salary.

B. After completion of seven (7) years of police service within the Borough of Pitman, 2.5% of the Base 1 Salary.

C. After completion of ten (10) years of police service within the Borough of Pitman, 3.5% of the Base 1 Salary.

D. After completion of fifteen (15) years of police service within the Borough of Pitman, 6% of the Base 1 Salary.

E. After completion of eighteen (18) years of police service within the Borough of Pitman, 7% of the Base 1 Salary.

F. After completion of twenty (20) years of police service within the Borough of Pitman, 8% of the Base 1 Salary.

**Section 2.** These longevity payments shall be calculated as percentages of base salary. They shall be applied after any percentage increase, and shall be paid out bi-weekly as part of the officer's regular paycheck, in accordance with the Borough's regular payroll practices.

**ARTICLE XVII  
ADDITIONAL MEDICAL COVERAGE**

**Section 1.**

A. The Borough will cover the cost of health benefits as provided in Article VII, Section 1, above, excluding prescription coverage, for any member of the bargaining unit and his dependents providing the member retires under provisions of the Police and Firemen's Retirement System of the State of New Jersey. Such coverage will cease if said member becomes eligible for Medicare/Medicaid or shall be offered the paid equivalent hospitalization coverage by a future employer.

B. The Borough shall offer a prescription plan as part of its health benefits package as described in Article VII, Section 1.

C. The Borough shall offer an employee-paid dental plan as part of its health benefits package as described in Article VII, Section 1.

**Section 2.** The Borough shall pay for a complete physical examination for each Officer annually. The tests administered shall include CBC, SMALL, complete urinalysis, resting EKG, chest x-ray, and Doctor's Office physical.

## **ARTICLE XVIII SENIORITY**

**Section 1.** Seniority is an Officer's total length of service with the Borough's Police Department, beginning with his original date of hire. For all Officers hired subsequent to the effective date of this Agreement, "date of hire" shall be the date upon which the individual assumes the duties of the position of Patrolman, or higher rank. Included in seniority are periods of sick leave, temporary disability, approved leaves of absence, and vacation time. Excluded are periods of extended voluntary military service leave, valid suspensions and periods of time where the Officer has broken service with the Employer.

**Section 2.** If a question arises concerning two employees who were hired on the same date, the following shall apply, the badge number appointed will be used for a determination with the lower badge number being senior.

**Section 3.** In cases of demotions, Officers so demoted will be reassigned an appropriate badge number.

**Section 4.** In cases of layoffs, seniority will be considered. However, in cases where a break in employment has occurred, the date of rehiring will be used as the determination day for layoffs.

**ARTICLE XIX  
DURATION**

This Agreement shall become effective on January 1, 2009 and shall terminate on December 31, 2011.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have caused this contract to be executed by their duly authorized Officers and Agents, this \_\_\_\_\_ day of October, 2009.

**BOROUGH OF PITMAN**

**POLICE BENEVOLENT ASSOCIATION,  
LOCAL 122**

Michael D. Botten Jr

William J. Deash PBA #122

[Signature]

[Signature]

Albert K. Thompson #109