

AGREEMENT

459

Between

BOROUGH OF SAYREVILLE

AND

**LOCAL NO. 98, NEW JERSEY STATE
POLICEMEN'S BENEVOLENT ASSOCIATION, INC.
(Captains and Deputy Chief)**

January 1, 1997 to December 31, 1999

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ARTICLE	TITLE	PAGE
	PREAMBLE.....	1
I	RECOGNITION.....	1
II	MANAGEMENT RIGHTS	1
III	POLICE RIGHTS.....	2
IV	NEGOTIATION PROCEDURE.....	2
V	GRIEVANCE AND ARBITRATION PROCEDURE.....	2
VI	P.B.A. REPRESENTATIVES	6
VII	DEDUCTIONS FROM SALARY	7
VIII	HOURS OF WORK AND COMPENSATION	9
IX	VACATIONS.....	12
X	HOLIDAYS.....	14
XI	LEAVE OF ABSENCE AND SICK LEAVE.....	16
XII	INSURANCE COVERAGE	19
XIII	PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT.....	20
XIV	ALLOWANCES.....	21
XV	LONGEVITY.....	22
XVI	MISCELLANEOUS PROVISIONS	23
XVII	TEMPORARY ASSIGNMENTS.....	24
XVIII	SALARIES.....	25
XIX	STRIKES AND LOCKOUTS.....	25
XX	DURATION.....	25

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PREAMBLE

A. This Agreement entered into this 25th day of May 1999, (effective for the period from January 1, 1997 to December 31, 1999) by and between the Borough of Sayreville, in the County of Middlesex, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called "Borough") and Local No. 98, New Jersey State Policemen's Benevolent Association, Inc., (Captains and Deputy Chief) (hereinafter called "Association") on behalf of the employees as defined in the Recognition clause as hereinafter set forth. This Agreement represents the complete and final understanding on all bargainable issues between the Borough and the Association.

B. It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Borough and the Association and to insure sincere bargaining, establish proper standards of salaries, working conditions, hours and other conditions of employment. The continuous efficiency and excellence of the police department shall be considered foremost at all times by both parties to this Agreement.

ARTICLE I RECOGNITION

A. The Borough hereby recognizes the P.B.A. Local 98, New Jersey State Policemen's Benevolent Association, Inc., as the exclusive collective negotiation agent for all Captains and the Deputy Chief in the Police Department of the Borough of Sayreville as defined in Chapter 123, Laws of 1974 of the State of New Jersey, as amended.

B. The title of Captain and the title of Deputy Chief shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II MANAGEMENT RIGHTS

A. The Association recognizes that there are certain functions and responsibilities normally reserved to the Borough such as the right to direct the employees, the right of selection of new hires, the right to make, on a reasonable basis, schedules of work and weekly assignments thereto, however, any such rights which are utilized in an arbitrary manner by the Borough so as to constitute harassment or constitute an abuse of a policeman's rights shall be subject to the Grievance and Arbitration Procedure.

B. It is understood and agreed by and between the parties hereto that the Borough reserves the right to adopt rules, regulations, policies or practices with respect to the

administration of the Police Department of the Borough of Sayreville, provided, however, that no such rule, regulation, policy or practice may be adopted which results in a change in the terms and conditions of employment as provided for in the within Agreement without the consent of the P.B.A. Local No. 98. (Captains and Deputy Chief)

ARTICLE III POLICE RIGHTS

A. Pursuant to Chapter 123, Laws of 1974, by the Legislature of the State of New Jersey and confirmed by the Governor of the State of New Jersey and further pursuant to any Amendments to the aforesaid Legislation which may be adopted during the course of this Agreement, the Borough hereby agrees that all employees covered by the terms of this Agreement as particularly delineated in this Agreement shall have the right to join and support the Association, for the purpose of engaging in collective negotiations and bargaining as defined and provided for by the aforesaid Legislation and the State of New Jersey. The Borough undertakes and agrees that it will not directly or indirectly discriminate against any employee covered by the terms of this Agreement by reason of his or her membership in the Association, his or her participation in collective negotiations and bargaining with the Borough, or by reason of his or her institution of any grievance arising out of the terms and conditions as set forth in the within Agreement.

B. Nothing contained in the within Agreement or as provided for in Article III shall be construed to define or restrict any policeman or any other person covered by the within Agreement of his or her rights under Chapter 123, Laws of 1974 as adopted and as may be amended during the term of this Agreement.

C. Any discipline given to an employee shall be reduced to writing within fifteen (15) days from the date of discipline.

ARTICLE IV NEGOTIATION PROCEDURE

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, as may be amended, not later than October 15, 1999. Collective negotiations shall cover all items pertaining to salaries, fringe benefits, working conditions and terms and conditions of the within Agreement and shall include but not be limited to insurance coverage, holidays, vacations, a grievance and arbitration procedure, hours of work, leaves of absence, professional development and improvement, etc.

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**ARTICLE V
GRIEVANCE AND ARBITRATION PROCEDURE**

A. Definitions:

1. Grievance:

A grievance is a claim by a policeman, or the Association based upon the interpretation, application or violation of policies, agreement, and administrative decisions affecting a policeman or a group of policeman which it is alleged violate the terms of this Agreement.

2. Aggrieved Person:

An aggrieved person is a person or persons or the Association making the claim.

3. Party in interest:

A party in interest is the person or persons making a claim and any person including the Association, or the Borough, which may be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose:

The purpose of this procedure is to seek at the lowest possible level, equitable solutions to the problems which may from time to time arise which affect the terms and conditions of the within Agreement. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Exclusive Remedy:

Any disciplinary action taken by the Borough against a policeman covered by the terms of this Agreement shall be processed exclusively through the Grievance and Arbitration Procedure herein provided.

1. First Step:

All grievances shall be asserted within twenty (20) days after the right to assert such a grievance becomes known to the grievant. An aggrieved employee shall present his grievance to the Chief of Police or his designee for the purpose of resolving the matter informally. The grievant shall present the grievance in the presence of a member of the Association who shall represent the aggrieved employee. The Chief of Police or his designee, shall render a written

decision within fifteen (15) days after receipt of the grievance. In the event the Chief of Police or his designee does not render a decision within the time provided herein, then the grievance shall automatically be processed to the next step of the Grievance procedure.

2. Second Step:

Any grievant who has not had his grievance settled in the First Step of the Grievance Procedure shall proceed within twenty-eight (28) days after the presentation of the same in the First Step to the Second Step of the Grievance Procedure by presenting the same to the Mayor and Council. All grievances in the Second Step level and/or answers to grievances in the Second Step level must be in writing. The grievant and his representative and the Mayor and Council will consult to and with each other at a private meeting to attempt to negotiate a settlement of a filed grievance. Second Step grievance meetings shall be conducted within fifteen (15) days after presentation of a grievance in this Step. If no satisfactory written solution is given within ten (10) days after the Second Step meeting or if no written answer has been given within ten (10) days after the Second Step Meeting, the grievance shall proceed to the Third Step Grievance Procedure.

(a) Forms for the filing of the grievance shall be prepared by the Borough and shall be given to the Association. A sample of the form to be used is attached and made a part of this Agreement.

3. Third Step:

If a satisfactory settlement is not reached in the Second Step the grievant may proceed to arbitration no later than six (6) months from the date of the written answer (which will not be effective until after the signing of the within Agreement and shall have no retroactive effect prior to the signing of this Agreement) by the Borough, as follows:

(a) The representatives of the grievant may request arbitration by submitting their request in writing to the Public Employment Relations Commission, copy to be sent to the Borough Clerk. The Public Employment Relations Commission shall be requested to furnish panels of arbitrators to the respective parties and the parties shall select their choice of arbitrator in accordance with the Rules and Regulations of the Public Employment Relations Commission.

4. All grievance meetings and/or hearings as provided for in the within Article shall be conducted in private and shall include the grievant and his representatives, the Chief of Police, the Police Committee, the Mayor and Council and their representatives and any witnesses that either party wishes to produce.

5. The fees and expenses of arbitration shall be born equally by the Borough and the Association.

6. It is understood and agreed that if either party uses the services of an attorney, the expense incurred will be born by the party requesting such services.

7. Expenses of witnesses for either side shall be born by the parties producing such witnesses.

8. The total costs of stenographers' records which may be made and transcripts thereof shall be paid by the parties ordering same.

9. The arbitrator shall have no power or authority to add to or subtract from or modify in any way the terms of this Agreement.

10. The arbitrator will be required to issue his decision within thirty (30) calendar days from the date of the closing of the hearing, and the arbitrator will set forth his findings of fact, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the parties.

11. Any grievant, or members of the Association who process grievances shall suffer no loss of pay for the processing of grievances during his regular work schedule. Employees covered by the terms of this Agreement will not be paid for processing grievances outside of their regular work schedule.

12. In the event that arbitrability of a grievance is at issue between the parties hereto, jurisdiction to resolve the question of arbitrability shall rest solely with the arbitrator selected in accordance with the provisions of paragraph "4" of the within Article.

13. No reprisals of any kind shall be taken by the Borough or by any supervisory personnel against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

14. If in the judgment of the Association and the Borough the grievance affects a group or class of policemen, because the grievance concerns a matter of general application, the Association may submit such grievance or grievances, in writing, to the Mayor and Council directly and the processing of such grievance or grievances shall commence at Step Two of the Grievance and Arbitration Procedure hereinabove provided for. The Association may process such a grievance or grievances through all levels of the Grievance Procedure even though the aggrieved person or persons do not wish to do so.

15. All decisions rendered by the Borough at Step One and Step Two of the Grievance Procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Association.

16. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

D. Discrimination:

Any employee who believes that he or she has been discriminated against in any matter, shall have the right to file a grievance directly with the Borough Administrator or Affirmative Action Officer, or to file a grievance in accordance with the aforesated grievance procedure in this Collective Negotiation Agreement. This decision shall be at the sole discretion of the employee. This language shall not limit an employee's right to file a lawsuit or other administrative action, whether or not the employee has filed a grievance.

**ARTICLE VI
P.B.A. REPRESENTATIVES**

A. Accredited representatives of the Association may enter the Borough facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Association decides to have its representatives enter the Borough facilities or premises, it will request such permission from the appropriate Borough representatives and such permission will not be unreasonably withheld, provided, there should be no interference with the normal operations of the business of Borough Government or normal duties of employees.

B. The Borough hereby agrees that when an Association representative requests information that is deemed as public information and/or requests a review of public documents the Borough will permit such inspection and/or the furnishing of said information covered by the terms of this Agreement within forty-eight (48) hours after the request is made. Anything herein stated to the contrary notwithstanding, if the P.B.A. requests more than six (6) copies of any information, the Borough's cost of producing a seventh (7th) or more copies shall be paid for by the Association; it is further understood and agreed that the Borough will not be obligated to prepare any information for the P.B.A in a specialized form, however, where the P.B.A. requests information not contained in a particular form the Borough will permit the P.B.A. representatives to examine the records of the Borough so as to permit the P.B.A. to extract the information itself. In addition to the foregoing, the Borough agrees to furnish to the Association the names and addresses of all Captains and the Deputy Chief, annual financial reports of the Borough, tentative budgetary requirements and allocations if it affects the Police Department, individual and group policies, health insurance premiums and claims experience statistics, copies of audits, and such other information that shall assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the police personnel employed by the Borough together with information which may be necessary for the Association to process such grievance or complaint.

C. One (1) Association representative may be appointed by the Association to represent the Association in the processing of grievances with the Borough and to conduct investigations thereof with no loss of regular pay provided the time spent is not abused. Not more than one (1) representative will be excused from active work duty at one time. The Association will furnish the names of the representatives to the Borough Committee.

D. During collective negotiations the Association shall select one (1) representatives to serve on a Collective Negotiations Committee, together with any outside representatives that they may hire, and the Association's representatives shall be excused from their normal work duties to participate in collective negotiation sessions and shall suffer no loss of regular pay thereby. The Borough agrees for the purpose of negotiations that no employee involved in the negotiations shall be required, including the time spent in negotiations, to work more than sixteen (16) hours in any twenty-four (24) hour period.

E. The Borough agrees to grant time off, without loss of regular pay, to one (1) Superior Officer to attend the P.B.A. State Convention, provided five (5) days' notice, specifying the dates of the convention, is given to the Chief of Police by the Association. The time permitted to be spent at conventions shall include the dates of the convention and a reasonable amount of travel time to get to the convention and return to the employee's home.

F. The P.B.A. State Delegate, so long as he is a State officer, shall when necessary, be excused from normal duty three (3) days per month to carry out Association business with no loss of pay and further, said delegate shall be given sufficient time off with no loss of pay to attend an International Police Association Conference and may attend a mini-convention of said Association without loss of regular pay. The time to attend the convention as stated aforesaid shall include the designated days that the convention is in session and, in addition thereto, a reasonable amount of time to travel to and from the convention from the representative's home.

ARTICLE VII DEDUCTIONS FROM SALARY

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 210, Public Laws, 1967, N.J.S.A. (C.R. 52:140-15.9(c), as amended. Said monies, together with records of any corrections, shall be transmitted to the Association's Office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish the Borough written notice prior to the effective date of such change and shall furnish to the Borough new authorizations from its members showing the authorized deduction for each employee.

C. The Association will provide the necessary "Check-Off Authorization" form and deliver the signed forms to the Borough Treasurer. The Association shall indemnify, defend, and save the Borough harmless against any and all claims, demands, suits or other forms of

liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Association to the Borough.

D. All employees covered by the terms of this Agreement who are not members in good standing of the P.B.A. at any time during the term of this contract, shall, as a condition of their employment, be required to pay to the P.B.A. the fair share fee for services rendered by the P.B.A., which sum shall be in an amount equal to the regular membership dues, initiation fees and assessment, less the cost of benefits financed through the dues and available only to members of the P.B.A., but in no event greater than eighty-five (85%) percent of the regular dues, fees and assessments.

The P.B.A. shall provide advance written notice of the amount of the fair share fee assessment as aforementioned to the Borough and to all employees within the bargaining unit.

The Borough shall deduct the fair share fee aforementioned from the gross earnings of the employee and shall transmit said fair share fee to the P.B.A. on the thirtieth day following notice to the Borough and employees of the amount of the fair share fee assessment, and on the thirtieth day of each month thereafter, provided, however, if the employee is enrolled in any type of probationary program, then the payment of the fair share fee shall be deducted and forwarded to the P.B.A. on the thirtieth day following the beginning of employment or completion of the probationary period, whichever is later. In the event an employee is laid off, and subsequently reemployed, then deduction of the fair share fee shall be made and forwarded to the P.B.A. on the tenth day following such reemployment. In the event a temporary employee is hired by the employer, then payment of the fair share fee assessment shall be deducted and forwarded to the P.B.A. upon a satisfactory completion of any probationary period established by the Borough or the completion of a three month period following the beginning of employment, whichever is sooner; provided, however, that no employee in the employ of the Borough at the time this Agreement becomes effective shall be required to have deducted from his/her salary the fair share fee before the thirtieth day following the date this Agreement becomes effective. The Association shall notify the Treasurer of money due and the Association shall hold the Borough harmless in the event that wrong information is given to the Borough.

**ARTICLE VIII
HOURS OF WORK AND COMPENSATION**

A. A work day for Captains and the Deputy Chief shall consist of nine and one-half (9 1/2) hours on a four (4) day on and three (3) day off schedule. It is understood and agreed that Paragraph A, B and C shall not be violated if because of a change in shift an employee works more than his scheduled hours in twenty-four (24) hour period.

In addition, as vacancies occur during any year, the Borough may have the right to fill them with a temporary transfer, so as not to disrupt police services. That temporary transfer will end when the vacancy is filled or at the next bid cycle (January 1st of each contract year, whichever event first occurs). In such a way, the Borough will retain the right to assign personnel on a temporary basis and Captains and the Deputy Chief will also retain the right to bid permanently on positions that arise during the course of a calendar year.

B. Straight time shall be paid for the first nine and one-half (9 1/2) scheduled hours to Captains and the Deputy Chief.

C. Time and one-half (1 1/2) shall be paid for all hours worked in excess of nine and one-half (9 1/2) hours (which shall include a lunch period in any twenty-four (24) hour period). In determining the hourly rate for overtime purposes the workweek is fixed at thirty-five (35) hours per week. No Superior Officer shall be assigned to work more than five (5) hours of overtime in addition to his/her regular shift except (a) during an emergency, (b) when conditions warrant and (c) if subpoenaed to attend a court or agency proceeding.

D.1. In the event of any changes in the starting or finishing times of shifts, or addition of new shifts, the Borough will give, not less than ten (10) calendar days notice to the Association of such changes so that the Association may negotiate the same to and with the Borough. The Borough may not make said changes for the purpose of avoiding the payment of overtime or for the purpose of avoiding the hiring of full time personnel. In the event of an emergency, which shall be defined as an occurrence or act beyond the ability of the Borough to control, then such notice and negotiation procedure, as hereinabove provided, shall be waived for the period of the emergency. Failure to hire sufficient personnel to maintain full shifts shall not be considered an emergency.

E. All members covered by the terms of this Agreement if required on off duty hours, to attend a Criminal Court proceeding or to appear at a Grand Jury proceeding shall be paid at a premium rate of pay. All members who live in Sayreville shall report to Police Headquarters and all members who reside outside of Sayreville will either report to Police Headquarters or will call in to Police Headquarters as ordered before departing and all members shall be paid from the time they report or telephone, as the case may be, and shall be further paid until the time they return to Police Headquarters or report by telephone, as the case may be. The premium rate of pay shall be determined in accordance with the terms of this Agreement and the total time spent going to and from the Court or Grand Jury shall be added to the regular shift worked in the twenty-four (24) hour period in which the appearance was required to

determine the appropriate premium rate of pay. At the employee's option there shall be compensatory time given or payment. Payment of compensatory time shall be calculated in accordance with the appropriate premium rate of pay. The provisions of Paragraph "E" relate to going to, attendance at or leaving from Court and are to be paid for on a premium basis only if the attendance or traveling to Court or from Court is outside of the regular shift hours of the superior officer. If the superior officer attends Court or the Grand Jury during regular shift hours, there will be no additional pay due the employee except for out-of-pocket disbursements and travel allowance. There shall be included in the premium rate of pay provisions, the attendance of an officer on his off duty hours in a municipal court whether the appearance is required by subpoena, police department or court directive. Provided, however, that if an officer is off duty because he has swapped his regular shift with another officer so that his attendance in Municipal Court otherwise would have been on his regular shift or he has scheduled a court appearance on his day off or on his vacation, he shall not qualify for the premium rate of pay or extra compensation because of the municipal court appearance.

F. Each employee covered by the terms of this Agreement is to receive thirteen (13) paid holidays not later than December 8th of each year. If any employee works on the said holiday, he shall receive time and one-half (1 1/2) his pay for all hours worked on the holiday. In addition to receiving pay at the rate of time and one-half (1 1/2) for working a holiday, every employee, whether he works the holiday or not, shall receive straight time pay for thirteen (13) holidays, as provided for herein by no later than December 8th.

G. If a double shift is assigned then the employee who is assigned shall take a thirty (30) minute meal break after two (2) hours of the start of the second shift and a fifteen (15) minute break after five (5) hours of the start of the second shift. When a double shift is assigned meals shall be paid for by the Borough by making a direct payment to the employee or a meal ticket shall be supplied to the employee and the meal allowance shall be Nine (\$9.00) Dollars effective January 1, 1992 of this agreement.

H. An employee covered under the terms of this Agreement who is sent home as a result of an injury occurring during regular working hours will receive his normal pay for the full day on which the injury occurred. If medical treatments are required during work days as a result of such injury and provided such employee is actively at work on the day when treatments are required by the Borough doctor, he will suffer no loss of pay during the time he is receiving such treatment, provided he reports to and returns promptly from the place of such treatment.

I. Employees who are scheduled to work more than two (2) hours beyond their regular scheduled work day shall be given a thirty (30) minute supper period without loss of pay provided they continue to work. Any such employee shall be given a Nine (\$9.00) Dollar meal allowance.

J. Anything herein stated to the contrary notwithstanding, at an employee's option, he/she will be compensated in pay, or in lieu of a cash payment, in compensatory time on a time and one half basis. Such time may be taken only when scheduled by the Chief or his designee so as not to interfere with departmental operations. No employee may opt to receive compensatory time in excess of a total of two hundred forty (240) hours which is to be calculated at no more

than one hundred sixty (160) hours at time and one-half (1 1/2) basis. Upon opting to receive compensatory time, the employee may thereafter opt to take twenty (20) hours annually, in cash, from his/her accumulated compensatory time. Upon retirement, termination, resignation or death, in which case the accumulated compensatory time cash value will become part of the employee's estate, the employee shall be compensated for up to one hundred twenty (120) hours of accumulated compensatory time at the employee's rate of pay at the time of the cash-in, which shall become effective January 1, 1992.

K. Any employee covered under the terms of this Agreement called in and reporting for work outside of his regularly scheduled shift, shall receive two (2) hours at time and one-half (1 1/2) as of the time that he is called for such work. In addition to the premium rate of pay for the first two (2) hours, the employee shall receive time and one-half (1 1/2) times his regular pay for so long as the employee performs work but not less than two (2) hours. The said two (2) hours of call-in time is the minimum amount to be paid to the said employee for being called into work outside of the regular scheduled shift and is not to be determined as a bonus of two (2) hours for call-in time.

L. In each calendar year the Borough may schedule eight (8) training days not to exceed a ten (10) hour day per training day for such purposes. The training days will not be cumulative and will expire on December 31st of each year.

If the training is scheduled for one (1) day in duration the Borough shall make all reasonable effort to ensure that the training day is on the employee's first day or fourth day off of an employee's schedule or in the case of officers assigned to the last shift it shall be scheduled only on the fourth day off. The Borough shall make every effort to ensure that training days will not interfere with vacations or holidays, further, members assigned to a training day will not be used to fill manpower needs on existing work shifts except in case of a declared emergency, nor will they be used to fill in on a work shift to avoid the payment of overtime. The Borough further agrees that assigning training days will not be used for purposes of discipline or punishment. Training days that are scheduled on a regular work day shall not be deducted as a training day.

A Superior Officer assigned to a training day shall receive not less than ten (10) calendar days' notice, unless the Borough first becomes aware of a specific school available so that it cannot give ten (10) days' notice in which case the assignment may be made in not less than five (5) work days in advance.

ARTICLE IX VACATIONS

A. Full time employees who were hired prior to November 18, 1998 shall receive vacation with pay in each calendar year according to the following schedule:

1. During the first year, one (1) day per month to December 31.
2. From the end of the first year of service through the fifth year of service, fourteen (14) working days annually.
3. From the beginning of the sixth year of service through the tenth year of service, twenty-one (21) working days annually.
4. From the beginning of the eleventh year of service through the fifteenth year of service, twenty-eight (28) working days annually.
5. After the fifteenth year of service, twenty-eight (28) working days annually, plus seven (7) working days' pay to be paid on December 8th of each contract year.

B. Full-time employees hired on or after November 18, 1998 shall receive vacation with pay in each calendar year according to the following schedule:

1. During the first year, one (1) day per month to December 31.
2. From the end of the first year of service through the fifth year of service, fourteen (14) working days annually.
3. From the beginning of the sixth year of service through the tenth year of service, twenty-one (21) working days annually.
4. From the beginning of the 11th year and thereafter twenty-four (24) working days annually.

C.1. No officer shall be compelled to take his full vacation entitlement at one time but may be permitted to break up his vacation entitlement into two (2) or more vacation periods. Further, all employees covered by the terms of this Agreement may break up one of their vacation weeks into day periods with the approval of the Chief of Police. The said scheduling of the breaking up of one vacation week into day periods is at the sole discretion of the Chief of Police and vacation week periods take precedent and supersedes vacation day periods. In cases where a conflict of vacation schedules exists, the most senior officer will be given a preference as to selection. Dispatchers shall not be included for purposes of selection or preference of vacation periods. It is understood that the entire police department, exclusive of Dispatchers, shall be under one vacation schedule that shall include all patrolmen and superior officers, exclusive of Captains, the Deputy Chief and the Chief of Police.

2. If there is any conflict in the selection of a vacation period the awarding of a vacation period shall be at the sole discretion of the Chief of Police.

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3. There shall be no restrictions against vacations between December 15 and January 15.

4. All vacations shall be granted at established base pay rates which shall include longevity. If, at the request of the employer, all or any part of a scheduled vacation is worked by an employee, said employee shall receive compensation at double time for all vacation hours worked. In addition, the employee shall receive the option of rescheduling his vacation at another time or receive vacation pay in lieu thereof.

5. A cash allowance computed according to base pay rates which include longevity in lieu of earned vacation shall be paid as follows:

(a) To the employee, where an employee retires or resigns after giving the Borough at least two (2) weeks' notice.

(b) To the next of kin in the event of employee's death.

6. An employee injured or on extended sick leave shall not be entitled to his vacation period unless he works ninety (90) days in any calendar year except in the first year of absence he shall be entitled to his full vacation period even though he is injured or sick within the first ninety (90) days of that calendar year.

ARTICLE X HOLIDAYS

A. All employees covered by the terms of this Agreement shall not receive any deductions from their pay for not working holidays as hereinafter set forth: The holidays shall be as follows:

Holidays 1997

New Year's Day	Wednesday, January 1, 1997
Lincoln's Birthday	Wednesday, February 12, 1997
Washington's Birthday	Saturday, February 22, 1997
Good Friday	Friday, March 28, 1997
Memorial Day	Friday, May 30, 1997
Primary Election Day	Tuesday, June 3, 1997
Independence Day	Friday, July 4, 1997
Labor Day	Monday, September 1, 1997
Columbus Day	Sunday, October 12, 1997
Election Day	Tuesday, November 4, 1997
Veterans' Day	Tuesday, November 11, 1997
Thanksgiving Day	Thursday, November 27, 1997
Christmas Day	Thursday, December 25, 1997

Holidays 1998

New Year's Day	Thursday, January 1, 1998
Lincoln's Birthday	Thursday, February 12, 1998
Washington's Birthday	Sunday, February 22, 1998
Good Friday	Friday, April 10, 1998
Memorial Day	Saturday, May 30, 1998
Primary Election Day	Tuesday, June 2, 1998
Independence Day	Saturday, July 4, 1998
Labor Day	Monday, September 7, 1998
Columbus Day	Monday, October 12, 1998
Election Day	Tuesday, November 3, 1998
Veterans' Day	Wednesday, November 11, 1998
Thanksgiving Day	Thursday, November 26, 1998
Christmas Day	Friday, December 25, 1998

Holidays 1999

New Year's Day	Friday, January 1, 1999
Lincoln's Birthday	Friday, February 12, 1999
Washington's Birthday	Monday, February 22, 1999
Good Friday	Friday, April 2, 1999
Memorial Day	Sunday, May 30, 1999
Primary Election Day	Tuesday, June 8, 1999
Independence Day	Sunday, July 4, 1999
Labor Day	Monday, September 6, 1999
Columbus Day	Tuesday, October 12, 1999
Election Day	Tuesday, November 2, 1999
Veterans' Day	Thursday, November 11, 1999
Thanksgiving Day	Thursday, November 25, 1999
Christmas Day	Saturday, December 25, 1999

B. All employees covered by the terms of this Agreement shall receive holiday pay no later than December 8th of each year for the holidays hereinabove referred to.

C. If any employee works on the said holiday, he shall receive time and one-half (1 1/2) pay for all hours worked on the holiday. In addition to receiving pay at the rate of time and one-half (1 1/2) for working on a holiday, every employee, whether he works the holiday or not, shall receive straight time pay for thirteen (13) holidays, as provided for herein by no later than December 8th.

D. An employee must work the holiday, the day before the holiday and the day after the holiday if the aforesaid days are scheduled for work in order to qualify for holiday pay, unless a physician certified the illness of the employee caused his absence.

E. In addition to the foregoing holiday schedule, employees covered by this Agreement shall be entitled to be compensated, as herein above provided, for any other holiday declared by the Mayor and council of the Borough of Sayreville.

ARTICLE XI LEAVE OF ABSENCE AND SICK LEAVE

A. Sick leave. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized because of serious illness in the employee's immediate family which requires his attendance upon the person who is ill. For purposes of definition of immediate family, immediate family shall be defined to include: parent, husband, wife, child, brother, sister, grandparents, mother-in-law, father-in-law, stepmother, stepfather, or other member of employee's immediate household. For the purpose of this Article, the employee shall be required to give written notification pursuant to Paragraph A-5 herein.

1. All Captains and the Deputy Chief covered by the terms of this Agreement, whether full-time or part-time, shall be entitled to sick leave without loss of pay.

2. The minimum sick leave, sick pay, shall accumulate to all employees covered by the terms of this Agreement on the basis of sixteen (16) working days in a calendar year. The total sick leave entitlement shall accumulate to an employee's benefit on the first day of each year provided, however, if an employee resigns or is terminated from his employment and has utilized all accumulated sick leave and all of the annual sick leave entitlement he shall only receive credit for the annual sick leave of one and one-third (1 1/3) days per month and, if as a result thereof he has utilized more sick leave than earned, the employee shall be charged back such excess and the same shall be deducted from any monies due the said employee.

3. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

4. If an employee is absent three (3) or more days, he shall notify his immediate supervisor of his illness if he is physically able to do so. Upon the employee's return to work the Borough shall require proof of illness. Any employee who abuses the use of sick leave shall be subject to disciplinary action by the Borough. This provision does not relieve the employee from notifying his immediate superior of his illness on a daily basis pursuant to the Rules and Regulations of the Police Department of the Borough of Sayreville.

5. In case the employee is absent due to illness in his immediate family, the employee shall supply proof of illness of the person in his immediate family which shall be a statement by the employee as to his requirement to attend to the needed family member's illness or that a doctor's or physician's certificate of that immediate family member be supplied to the Borough.

6. If an employee is on sick leave he shall be entitled to receive full pay for each day absent pursuant to his sick leave accumulation as hereinabove defined. Absence on sick leave shall be charged first to the yearly allowance until it is fully exhausted and thereafter to the accumulated credit. The business office of the Borough Clerk's Office shall give written notice to each employee covered by the terms of this Agreement of his accumulated sick leave on or before January 15th each year.

B. Personal Leave. Every employee covered by the terms of this Agreement shall be granted up to six (6) days off per calendar year with pay for personal reasons provided, however, that they make application to the Chief of Police, or his designee, for such personal leave two (2) days in advance of the required leave. The first two (2) days of personal leave shall be granted without charge to sick leave or vacation allowances and four (4) days shall be charged to the employee's yearly allowance of sick time.

C. Death in Family. All employees shall receive three (3) days leave with pay up to and including the day of the funeral in the event of death in their immediate family. Immediate family shall be defined to be: parent, husband, wife, child, brother, sister, grandparent, mother-in-law, father-in-law, stepmother, stepfather, or other member of employee's immediate household.

1. All employees shall receive one (1) day leave with pay in the event of death of an aunt, uncle, brother-in-law, sister-in-law, however, said day shall not be taken after the day of the funeral.

D. Military Leave. Leave for military purposes with pay shall be granted by the Borough which shall not be charged to sick leave pursuant to State and Federal Statutes or Law.

E. Extended Leave of Absence. The Borough agrees to grant a leave of absence for one (1) year, without pay, to up to two (2) officers who are elected to State or National Office in the P.B.A., or any of its affiliations, if the employee is requested to perform full-time duties in that office. On a return from leave granted, pursuant to any of the terms of this Agreement, for purposes of seniority and pay guides, a patrolman shall be considered as if he was actively employed by the Borough during leave and the employee shall be placed on a salary guide level he would have achieved if he had not been absent.

F. Other Absences. Employees absent for any other reason than those referred to hereinabove shall require written approval of the Mayor and Council and, in any event, if granted shall be on such terms and conditions as set forth by the Chief of Police.

G. Salary During Absence Caused by on the Job Injury.

1. Whenever an employee is absent from his duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the employee shall receive his full wages for the time of such absence up to one (1) calendar year, which shall

automatically extend to any period provided by statute, without having such absence charged to the annual or accumulated sick leave.

2. Any amount of salary or wages paid or payable to an employee pursuant to this provision shall be reduced by the amount of any Worker's Compensation award made for temporary disability.

H. With notice by January 30th of the year in which the Officer retires each Officer shall receive the following amounts upon retirement:

1. All superior offices retiring, having been credited with twenty-five (25) years of service pursuant to the Police and Firemen Retirement System or retiring due to a disability prior to completing twenty-five (25) years of service, shall receive pay for unused sick days at the rate of fifty (50%) percent of the per diem rate at the time of retirement, up to a maximum of Twenty Thousand (\$20,000.00) Dollars.

2. All days accumulated when the schedule provided was an eight (8) hour work day for the patrol division will become a nine and one-half (9 1/2) hour work day only when actually used as sick time. In the event a police officer retires after twenty-five (25) years of service, or upon a disability, or satisfies Police and Firemen's Retirement System requirements, will receive a buy back of sick days accumulated as eight (8) hour days if that was the way it was accumulated, or nine and one-half (9 1/2) hour days, whichever the case may be. On and after January 1, 1991 the first three (3) sick days of 1991 shall be deemed to be eight (8) hour days and the remaining thirteen (13) days are deemed to be nine and one-half (9 1/2) hour days for buy back purposes only.

Dollar amounts are the cost of sick leave at the time an superior officer retires, leaves due to a disability or satisfies Police and Firemen Retirement System requirements.

Failure to give notice by January 30th of the year in which the Officer retires shall permit the Borough the option of postponing the payment until January 1st of the next succeeding year after the retirement or to pay the retiree the aforesaid amounts of money upon retirement.

The buy out of sick leave benefits shall not exceed Twenty Thousand (\$20,000.00) Dollars and any sick time accrual which exceeds Twenty Thousand (\$20,000.00) Dollars shall be waived by the retiree.

The above provisions shall be applicable to the spouses or beneficiaries of Officers who died still being carried on the Borough's payroll.

ARTICLE XII INSURANCE COVERAGE

A. The Borough shall provide and pay the premiums for Blue Cross/Blue Shield Rider J and Major Medical coverage for each employee and his family. The Blue Cross/Blue Shield Hospitalization Insurance shall be the "1420" Series as provided in the State Health Benefits Plan.

The Borough reserves the right to change insurance carriers as long as equal or better benefits are provided.

B. In addition to the foregoing hospitalization and medical coverage the Borough shall pay 100% of premiums for a Dental Plan, Prescription Plan and Optical Plan for each employee covered by the terms of this Agreement including dependency coverage. The prescription plan shall provide for a five (\$5.00) dollar co-pay on all brand name prescriptions; a two (\$2.00) dollar co-pay on all generic prescriptions; and no co-pay on all maintenance prescriptions of ninety (90) days duration or longer purchased via mail order. Effective January 1, 1999, the prescription plan shall be changed to provide for a Ten (\$10.00) co-pay on all brand name prescriptions; or Five (\$5.00) dollar co-pay on all generic prescriptions; and no co-pay on all maintenance prescriptions of ninety (90) days duration or longer provided via mail order.

C. In addition to the foregoing insurance, the Borough shall provide life insurance coverage of Twenty Thousand (\$20,000.00) Dollars per employee.

D. The Borough shall pay the cost of Blue Cross/Blue Shield and Major Medical Coverage including family coverage for employees who retire after twenty-five (25) years accredited service or who are on disability retirement as provided by the Statutes and subject to the regulations of the New Jersey Division of Pensions.

1. Effective January 1, 1989 the Borough shall have the right to change the existing dental insurance to a Blue Cross/Blue Shield Dental Plan. In consideration of the premium savings the Borough hereby grants unto the retirees and their dependents all of the insurance and coverage plans currently carried for regular members of the Police Department. For those retirees who did not provide for any of the aforesaid insurance they shall be carried on the said plans as soon as they fill out the appropriate forms to be furnished by the Borough. For those retirees who carry their own plans and pay premiums therefore upon presentation of the bills that have been paid they will be reimbursed from the period January 1, 1989 until they are taken into the Borough's plans. All retirees shall be taken into the Borough's plans no later than July 1, 1989.

2. The present practice regarding insurance for retirees shall continue. In the event the insurance for bargaining unit employees is modified, the same modifications shall apply to retirees. The Borough shall indemnify, defend and save the PBA, its officers and attorney, harmless against any and all claims, demands, suits or other forms of liability that

shall arise out of or by reason of action taken against the aforementioned parties regarding changes in insurance for retirees.

E. The Borough shall contribute Four (\$4.00) Dollars monthly for each participating employee toward the purchase of a disability insurance plan that is now in effect. The balance of the cost of said plan shall be paid for by individuals electing to participate. In the event the disability insurance plan is discontinued or terminated for any reason, there shall be no liability upon the Borough to contribute toward any non-existent coverage. However, if the employee P.B.A. unit does obtain its own disability insurance plan irrespective of A.F.S.C.M.E., the Borough shall continue to contribute Four (\$4.00) Dollars monthly toward the disability plan.

ARTICLE XIII PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

A. In order to encourage employees covered under the terms of this Agreement to take courses that will improve his effectiveness and have value to the Borough, the Borough will pay tuition charges and fees for laboratory courses taken by an employee subject to the following limitations:

1. The course taken should lead to a degree or associate degree in criminology, police science, police administration or criminal justice.

2. Payment by the Borough for reimbursement to an employee for the cost of his tuition and required books shall be paid for in full plus the actual cost of each book purchased. To receive payment for required books, the employee shall determine that the said book or books are not in the Police Library; if these required books are in the Library, the employee will use these books, provided they are available. The payment will be made to each employee at the time he registers for such course and upon substantiation of the same by submitting to the Borough proof of registration, the payments, as aforesaid, will be paid directly to the employee. If the Borough provides a Library outside the Police Chief's Office, after completion of a course, the employee is to turn over the books he used to the Borough to be placed in the said Library.

B. Any employee authorized to attend a Police Academy or any other Police Training Academy recognized by the New Jersey Police Training Commission shall be granted time off to complete the course and said employee shall suffer no loss of pay by virtue of attending the course or program.

C. When an employee under the terms of this program has obtained an Associate Degree or a Bachelor's Degree the employee shall receive as a bonus the sum of Five Hundred (\$500.00) Dollars. In cases where an employee has received an Associate Degree and then obtains a Bachelor's Degree, he shall only receive the Five Hundred (\$500.00) Dollars at the time he obtains the Associate Degree, it being the intent to make the bonus payment only one time. It

being specifically understood and agreed that there shall only be one payment either for the attainment of an Associate Degree or a Bachelor's Degree and if any employee attains both degrees, he shall, nevertheless, receive one Five Hundred (\$500.00) Dollar payment.

ARTICLE XIV ALLOWANCES

A. Clothing.

1. For each calendar year during the term hereof, the Borough shall provide an Eight Hundred Seventy-five (\$875.00) Dollar clothing allowance to the employees covered by the terms of this agreement, which includes the cost of maintenance. The clothing allowance shall be by direct payment to the employees covered by the terms of this agreement on the first day of June of each year. A Superior Officer shall wear a short sleeve light white shirt from May 16th to September 15th of each year; a long sleeve light white shirt with tie and jacket from September 16th to November 15th; a light white long sleeve shirt with tie and jacket from November 16th to March 15th and from March 16th to May 15th a long sleeve light white shirt with tie and jacket.

2. If an employee covered by the terms of this Agreement has expended the maximum of his uniform allowance and part or all of his equipment is destroyed or damaged in the line of duty, the Borough shall replace or repair those articles damaged or destroyed at no cost to the employee.

3. The following is a list of equipment furnished to the employees by the Borough at its cost and expense and the said repair and replacement of the same shall be in the discretion of the Chief of Police or his designee at the Borough's cost and expense:

- (a) Gun and holster
- (b) Hand Cuffs and case
- (c) Gun belt
- (d) Badge
- (e) Rain Gear

At the time of retirement or resignation the employee shall return the above issued listed equipment in the condition that exists at the time of retirement or resignation.

B. General Expenses.

1. Employees using personal cars for purposes defined under the terms of this Agreement, or on an authorized official business of the Borough shall be compensated for such use at the then mileage rate approved by the Internal Revenue Service.

2. Employees who are out of the Borough for purposes as defined under the terms of this Agreement, or on authorized business for the Borough shall be compensated for meals and such compensation shall be Nine (\$9.00) Dollars per meal.

3. Tolls shall be compensated for upon the surrendering of receipts for travel by the said employee.

ARTICLE XV LONGEVITY

A. All employees employed by the Borough effective from their date of hire covered by the terms of this Agreement shall be entitled to and receive longevity pay on the following basis:

1. Completion of five (5) consecutive years of service, two (2%) percent of the annual base pay.

2. Completion of ten (10) consecutive years of service, four (4%) percent of the annual base pay.

3. Completion of fifteen (15) consecutive years of service, six (6%) percent of the annual base pay.

4. Completion of twenty (20) consecutive years of service, eight (8%) percent of the annual base pay.

5. On the commencement of the twenty-fifth (25) year of service, ten (10%) percent of the annual base pay.

B. Consecutive years in service shall be computed from the date of initial employment by the Borough except where service was interrupted. In such cases consecutive years of service shall be computed as follows:

1. Authorized leaves of absence shall be deducted in computing total years but shall not be considered a break in service as such. Sick leave shall not be deducted in computing total years worked.

2. Resignations and subsequent rehiring time to be counted toward longevity pay shall only be counted from the time of the last hiring.

3. Military Service. Employees who serve in the active Armed Services shall be allowed full credit toward longevity for the time spent in service.

4. Longevity pay shall be included as part of the annual base pay and paid to each employee when he receives his normal paycheck.

5. Longevity is to be included in the base pay to be included in calculating overtime pay, holiday pay and vacation pay.

ARTICLE XVI MISCELLANEOUS PROVISIONS

A. Neither of the parties hereto may add to or subtract from the provisions contained in the within Agreement during the duration of the same. This Agreement contains the entire understanding between the parties hereto. It is the intent of the parties hereto that the terms of the within Agreement shall control the Borough's rights and the employees' rights exclusively other than for pension consideration and the only amendments to statutory law that will be considered as being part of this Agreement are those amendments to Chapter 123, of the Laws of 1974. The Borough may not adopt any Rules or Regulations that, in any way, change the terms and conditions of this Agreement without the prior written approval of Local No. 98 of the P.B.A.

B. Any disciplinary action directed against an employee covered by the terms of this Agreement by the Borough if objected to by the employee shall be subject to the grievance and arbitration procedure herein provided for.

C. The Borough shall provide legal aid to the employees covered by the terms of this Agreement in accordance with N.J.S.A. 40A:14-155 and as may be amended, is adopted herein by reference as if fully set forth herein.

D. The Borough will maintain bulletin boards in suitable places at Police Headquarters to be used for posting notices by the Association.

E. The Borough agrees to print the Agreement between the parties in booklet form, at its cost and expense, in a size or dimension that will fit into an employee's shirt or pants pocket. Each employee covered by the terms of this Agreement shall be furnished a booklet. If the Borough does not print the Agreement within sixty (60) days after settlement has been reached by the parties, or after an arbitration award has been rendered, the P.B.A. shall have the right and option to have the Agreement printed and the expense thereof charged to the Borough.

F. If any provision of this Agreement is held to be contrary to law and such provision is not material to the continuance of this Agreement, then said provision shall be regarded null and void and severable and the Agreement shall otherwise continue in full force and effect.

G. Employees are to be paid bi-weekly and shall receive their pay on Thursday.

H. Terminal Leave.

1. A lump sum payment of terminal leave shall be made to the retiring employee of one (1) month's wages for every five (5) years of service with the Borough so long as the employee notifies the Borough by March 1 of that year that he or she intends to retire.

2. If the employee notifies the Borough of intention to retire after March 1 of the year in which he/she intends to retire, he/she shall have the option of receiving his/her terminal leave pay in a lump sum or in monthly payments; except that the lump sum received on retirement may not exceed the balance of salary he/she would have received in that fiscal year if continued in regular employ. If this limitation prevents his/her receipt of his/her full terminal leave pay, he/she shall receive the balance of the money due to him/her in a second lump sum payment to be made no later than January 30 of the next fiscal year.

3. If an employee dies while in active service any terminal leave benefits as provided in Paragraph "A" hereinabove shall be paid to the employee's widow, or surviving children under age twenty-two (22).

I. During the term of this Agreement there shall be no "standby". No employee shall be required to "standby" subject to call during his off duty time.

J. The Chief of Police reserves the right to call management meetings with the Captains and the Deputy Chief as he deems necessary.

K. The Borough shall provide at Police Headquarters an office space with a door that can be locked and in said office the Borough shall provide a telephone and desk. Local calls are to be paid for by the Borough and any long distance calls are to be reimbursed to the Borough by the P.B.A.

L. No member or Officer of the Police Department shall be removed from his office, employment or position without just cause and in accordance with the due process of N.J.S.A. 40A:14-147, and as may be amended from time to time, which is adopted by reference as if fully set forth herein .

ARTICLE XVII TEMPORARY ASSIGNMENTS

During the term of this Agreement the employee who is assigned or who performs duties in the capacity of Chief shall receive the pay of that grade for all hours worked in that day provided the employee has worked two (2) or more hours excluding the lunch hour which shall not be counted towards the two (2) hour minimum requirement. Assignments may be made by selecting the most senior officer on that shift or bureau in the Police Department who is to be named or assigned to the job hereinabove referred to. Under no circumstances does this prevent the Borough from making lateral assignments, that is, replacing the employee with a person of the same rank within the entire police department.

**ARTICLE XVIII
SALARIES**

A. Salaries for all employees covered by the terms of this Agreement shall be:

	<u>1-1-97</u>	<u>1-1-98</u>	<u>1-1-99</u>
Captains	\$73,417	\$76,244	\$79,179
Deputy Chief	\$78,335	\$81,351	\$84,483

Personnel assigned to the Detective Division shall receive, in addition to their regular base pay, the sum of Four Hundred (\$400.00) Dollars additional compensation to his base pay which shall be included in the computation of longevity benefits, pension benefits, holiday pay, vacation pay, etc.

**ARTICLE XIX
STRIKES AND LOCKOUTS**

A. The Association will not authorize or sanction nor will its members cause or engage in a strike during the period of this Agreement.

B. The Borough will not cause or sanction lockouts during their period of this Agreement.

C. It is understood and agreed that in the event of any strike the Association will disavow such action and will use its best efforts to induce the employees to return to work.

**ARTICLE XX
DURATION**

This Agreement shall have as an effective date, January 1, 1997 and covers the calendar year to December 31, 1999. The contract shall automatically terminate on December 31, 1999, provided, however, that all rights and privileges appertaining to the employees under the terms of the within Agreement shall continue until such time as a successor Agreement is negotiated and all employees rights provided under the Collective Bargaining Agreement except those that expressly terminate with the Agreement, shall continue.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals on this 28th day of May 1999.

Attest:

Marie L. Ryzpka

BOROUGH OF SAYREVILLE

By: James L. Zagata
James L. Zagata, Mayor

Attest:

William Gottstine

SAYREVILLE SUPERIOR OFFICERS
OF P.B.A. LOCAL NO. 98 (Captains and
Deputy Chief)

By: William Gottstine
William Gottstine, President

72315

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