

**SIDE BAR**  
**BETWEEN**  
**PBA LOCAL 47**  
**AND**  
**BOROUGH OF CARTERET**



WHEREAS, the PBA Local 47 (hereinafter "PBA") and the Borough of Carteret (hereinafter the "Borough") are parties to a Collective Negotiations Agreement ("CNA") with a term of January 1, 2012 through December 31, 2016:

WHEREAS, Article III of the Agreement sets forth the wage rates for Officers in the negotiations unit;

WHEREAS, it is the Borough's intent to implement a K-9 Unit; and

WHEREAS, should the Borough implement a K-9 Unit this side agreement shall govern the compensation rates for any officer who wishes to volunteer for an assignment with the K-9 Unit

NOW, THEREFORE the parties agree as follows:

**Section A**

The Borough reserves the right, in its sole and absolute discretion, to implement, maintain and/or disband and terminate a K-9 Unit within the Borough of Carteret Police Department. The decision to assign, or not to assign any officers, including the number of any such officers, to perform K-9 Unit duties, as well as the designated shift schedule which such assigned officer(s) shall work, shall be similarly at the sole and absolute discretion of the Borough. Any such K-9 Unit shall be operated in compliance with the New Jersey Attorney General Guidelines regarding the same.

### **Section B**

Should the Borough determine to have an active K-9 Unit, an officer assigned as a K-9 handler and who is responsible for maintaining and caring for his/her assigned K-9 in his/her home on a twenty-four (24) hour, seven day a week, basis, shall receive an annual stipend of \$2,500.00 to be paid to the officer in quarterly installments. Should an officer not be responsible for such care and maintenance of his/her assigned K-9 for an entire year, then the \$2,500.00 stipend shall be prorated accordingly.

Should an officer assigned to a K-9 Unit be required to undergo special K-9 training, and/or perform public demonstrations or make appearances with his/her assigned K-9, only as may be requested, or pre-approved, by the Borough, outside of the officer's then regularly scheduled work hours, that officer shall be compensated for such time with compensatory time.

### **Section C**

Should the Borough determine to have an active K-9 Unit, the Borough agrees to be responsible for the cost to purchase a K-9 and the cost for any pre-approved training for the K-9 and/or the assigned K-9 officer. The Borough also agrees to be responsible for the costs of any veterinary care for the K-9, which shall be pre-approved by the Borough, except in the case of any needed emergency care for the K-9. The Borough agrees to reimburse an officer assigned as a K-9 handler and who is responsible for maintaining and caring for his/her assigned K-9 in his/her home on a twenty-four (24) hour, seven day a week, basis, up to \$800.00 annually for feeding and sheltering the K-9, and said reimbursement shall be paid on a quarterly basis.

**Section D**

During any period in which the Borough maintains an operational K-9 Unit, the Borough shall supply a properly outfitted police vehicle for transporting the K-9 and any required work-related equipment which has been pre-approved by the Borough for use with the K-9.

**Section E**

During any period in which the Borough maintains an operational K-9 Unit, the assignment of an officer as a K-9 handler shall be on a voluntary basis. The Borough reserves the right to assign an officer as a K-9 handler regardless of seniority, and based upon the qualifications the Borough determines is in the best interest of the K-9 and the Police Department. In this regard, the Borough reserves the right to only assign officers who reside in the Borough of Carteret as K-9 handlers.

**Section F**

During any period in which the Borough maintains an operational K-9 Unit, any decision to provide assistance to any outside police or other law enforcement agencies through the services of the Borough of Carteret Police Department's K-9 Unit shall be made by the Police Chief, or his designee.

**Section G**

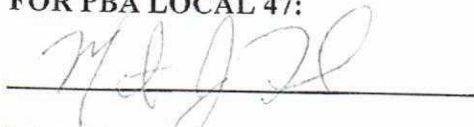
During any period in which the Borough maintains an operational K-9 Unit, should an assigned K-9 officer be called in to perform K-9 handling duties at a police directed crime or investigation scene or incident beyond the officer's regular scheduled work shift, the officer will receive a minimum of one (1) hour of overtime pay for the call in.

**Section H**

Upon the completion of a K-9's safe and healthy police work lifespan, the Borough may, if deemed in the best interest of the K-9, allow the K-9 to retire in the care of its previously assigned K-9 handler. Thereafter, the K-9 will become the personal property and responsibility of the handler and the handler shall not receive any further compensation or reimbursement from the Borough for the care and maintenance of the K-9 or the performance of any K-9 unit police duties by the handler.

This Agreement is effective upon ratification by the PBA membership and approval by the Borough.

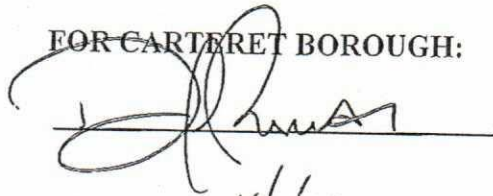
**FOR PBA LOCAL 47:**



**MATTHEW FAILACE, PRESIDENT**

**Dated:** 7/1/16

**FOR CARTERET BOROUGH:**



**Dated:**

4/6/16