

05

**AGREEMENT**

**Between**

**BOROUGH OF NEW PROVIDENCE**

**and**

**NEW PROVIDENCE P.B.A. LOCAL NUMBER 132**

**(Patrolmen)**

**January 1, 2000**

**through**

**December 31, 2002**

Prepared by:

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**THIS AGREEMENT**, made this     day of March, 2000 between:

BOROUGH OF NEW PROVIDENCE, in the County of Union, a Municipal Corporation of the State of New Jersey, with offices at 360 Elkwood Avenue, New Providence, New Jersey, hereinafter referred to as "Borough" or "Employer", and:

NEW JERSEY STATE POLICEMAN'S BENEVOLENT ASSOCIATION , New Providence Local Number 132, hereinafter referred to as "P.B.A";

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages and certain other conditions of employment;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained , the parties hereto agree with each other in respect to the employees of the Employer, recognized as being represented by the P.B.A as follows:

ARTICLE I: RECOGNITION

The employer hereby recognizes the aforementioned P.B.A. as the exclusive representative for all Patrolmen in its Police Department in New Providence, New Jersey, but excluding probationary employees, Sergeants, Lieutenants, Captains, the Deputy Chief and the Chief of Police and all other employees.

A handwritten signature in black ink, appearing to be 'G. J. S.', is written over the end of the main text block.

**ARTICLE II: MANAGEMENT RIGHTS**

- A. The Borough, except as modified by this Agreement, retains and reserves all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the Laws and Constitutions of the State of New Jersey and of the United States, including, without limiting the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the Borough government and its properties and of the facilities and of the activities of its employees.
  2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
  3. To suspend, demote, discharge or take other disciplinary action for good and just cause, according to law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgement and discretion in connection with the implementation thereof shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitutions and Laws of New Jersey and of the United States.
- C. Nothing contained in this Article shall be construed to deny

or restrict the Borough of its powers, rights, authorities, duties and responsibilities under R.S. 40 or any other national, state, county, or local laws ordinances.

## ARTICLE III: GRIEVANCE PROCEDURE

### Section 1

To provide for the expeditious and mutually satisfactory settlement of grievances, it is understood by the parties that this procedure shall be the sole method for the resolution of complaints of members of the P.B.A.. The procedure shall be as follows:

Step 1. An officer with a grievance shall first discuss it orally with his supervising Sergeant or other immediate superior, 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 seven (7) working days after the presentation of the grievance at Step 1, he may file a written grievance with his supervising Sergeant or other immediate supervisor within three (3) working days after disposition at Step 1. A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance between the supervising Sergeant the aggrieved party, and the P.B.A's designated representative. A decision thereon shall be rendered in writing by the supervising Sergeant within five (5) 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 five (5) working days after the presentation of that grievance at Step 2, the matter may be referred by the P.B.A or the aggrieved party by a submission, in writing, to the Chief of Police within five (5) working days of its disposition at Step 2. The written submission shall

incorporate all documentation relating to the grievance introduced at Steps 1 and 2. A meeting on the grievance shall be held between the grievant and the Chief of Police within seven (7) working days of the referral of the written grievance to the Chief of Police, at which a representative of the P.B.A must be present. Said meeting shall not be public unless the parties so agree in writing. The Chief of Police shall render a final written decision within seven (7) working days of the date of the meeting.

Step 4. If the aggrieved party is not satisfied with the disposition of this grievance at Step 3, or if no written decision has been rendered within seven (7) working days after the presentation of the grievance at Step 3, the matter may be referred by the P.B.A., by its designated representative , to the Mayor and Council, or their designated representatives within five (5) working days of its disposition at Step 3. Such referral shall be in writing and shall incorporate all documentation pertaining to the grievance introduced at Steps 1, 2, and 3. The written submission shall be made to the Borough Clerk. A meeting on the grievance shall be held between the P.B.A. and the Mayor and Council, or their designated representatives , within fifteen (15) days of submission of the grievance to the Borough Clerk, at which meeting the parties may be represented. Said meeting shall not be public unless the parties so agree in writing. The Mayor and Council shall render a written decision within fifteen (15)days of the date of the meeting.

Step 5. - Arbitration.

(a) If the Grievance is not settled through Step 4 and the grievance alleges a violation of this Agreement, either party may refer the matter



to the New Jersey State Board of Mediation for appointment of an arbitrator within fourteen (14) days after the determination by the Mayor and Council. An arbitrator shall be selected pursuant to the Rules of the New Jersey State Board of Mediation.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Mayor and Council. In the event the aggrieved elects to pursue his appellate rights in accordance with Revised Statutes 40A:14-150, the arbitration hearing shall be canceled and the matter withdrawn from arbitration.

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

(d) The costs for services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including, but not limited to, the presentation of witnesses, shall be paid by the party incurring same.

**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. "Working Days" shall be defined with respect to the schedule of the party called upon to act.

**Section 3.** A grievance must be presented at Step 1, one week from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within

the aforementioned time period, it shall not be thereafter considered a grievance under this Agreement.

**Section 4.** Any employee may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected by him or approved by the P.B.A. . When any employee is not represented by the P.B.A , the P.B.A. shall have the right to have a representative present and state its views at all stages of the grievance procedure.

**ARTICLE IV: SALARIES**

A. Salaries shall be adjusted in accordance with the salary guide set forth which is attached hereto. The salary guide reflects the adjustments of increments and steps. The wage increase for all employees covered under the bargaining contract will be as follows:

Effective January 1, 2000	2.0%
Effective July 1, 2000	2.0%
Effective January 1, 2001	2.0%
Effective July 1, 2001	2.0%
Effective January 1, 2002	2.0%
Effective July 1, 2002	2.0%

B. Officers assigned as Corporals shall receive an annual stipend of \$1,500.00 for performing shift supervisor duties. The stipend shall be included with and become part of the base rate of compensation for all purposes.

C. Members of the Detective Bureau shall receive an annual additional stipend of \$2,000.00 per year, payable in the manner as has been paid heretofore.

## ARTICLE V: LONGEVITY

**Section 1.** Only those officers covered by the Agreement who were hired prior to January, 1998 shall be entitled to and paid longevity payments and adjustments as follows:

Upon completion of four (4) years of service and thereafter.....2% of base pay.

Upon completion of eight (8) years of service and thereafter.....4% of base pay.

Upon completion of twelve (12) years of service and thereafter...6% of base pay.

Upon completion of sixteen (16) years of service and thereafter...8% of base pay

Upon completion of twenty (20) years of service and thereafter..10% of base pay

**Section 2.** Notwithstanding the provisions of the foregoing Section 1, no employee shall be entitled to receive longevity payment in excess of \$2,400.00

**Section 3.** Effective with the anniversary date occurring during each calendar year, any employee whose eligibility date is prior to July 1 shall receive longevity from January 1 of that year. Those whose anniversary dates fall on or after July 1 shall receive longevity pay from July 1 of that year.

**ARTICLE VI: WORK SCHEDULE, HOURS OF WORK,  
COURT TIME AND OVERTIME**

A. Patrol Division employees shall work four (4) consecutive days on duty, twelve (12) hours each in duration, followed by four (4) consecutive days off duty. All other employees shall work schedules of times and duration in accordance with pre-existing practices.

B. It is expressly agreed that the 4 - 4 work schedule for Patrol Division employees set forth in Paragraph A above may be retracted by the Borough and be replaced by the work schedule that was in effect immediately prior to its implementation, should the Borough determine that the manpower needs of the Police Department, by reason of lay off or attrition only, fall below the levels necessary to operate the 4 - 4 schedule. If the Borough intends to retract and replace the 4 - 4 schedule as aforesaid, it shall provide the P.B.A. with sixty (60) days notice of such intent together with written reasons for the intended action. If the P.B.A. has any concerns or doubts regarding the Borough's contentions concerning its ability to maintain the current schedule, nothing stated herein shall be deemed to constitute a waiver by the P.B.A. of its rights to utilize whatever legal means it would otherwise have pursuant to law to raise its concerns or doubts.

C. Any police officer who is required to appear before any Court, Grand Jury, Administrative Tribunal, Civil Court, on behalf of the Borough, County of Union, or State, for purposes of being available to give testimony regarding matters in connection with and growing out of job connected duties, will be paid at the rate of time and one-

half when such appearances are required on the employee's normally scheduled off-duty time.

D. Such payment shall be reduced by the amount of any payment the employee receives from or on behalf of the party requiring the employee's appearance and testimony in Civil Court appearance matters. The employee shall indicate the amount of any payment received from the party requiring his testimony on his voucher requesting a Civil Court payment from the Borough. A copy of the subpoena received by the employee shall also be attached to the voucher.

E. Except for Detectives and Juvenile Officers, any employee:

1. Who is required to work beyond his normal scheduled quitting time, or;
2. Who is required to work on his normally scheduled day off, or;
3. Who is required to report to work after completion of his regular shift and prior to the start of his next regularly scheduled shift, shall be paid at the rate of time and one-half for all hours worked that are not included in the employee's normally scheduled shifts. Payment at the rate of time and one-half shall not apply to any such hours voluntarily worked by the employee for the benefit of another employee or for their mutual benefit.

F. Detectives and Juvenile Officers shall be paid overtime as follows:

1. Any Detective or Juvenile Officer called into work to perform non-detective or non-juvenile duties shall be compensated at

the rate of time and one-half (1 ½) his regular hourly rate of pay. Said compensation may be in either compensatory time off or in money at the individual officer's discretion.

2. Any Detective or Juvenile Officer required to appear in Court, before a Grand Jury, called into work early or held beyond his regular shift shall be compensated at the rate of time and one-half (1 ½) his regular hourly rate of pay. Said compensation shall be in compensatory time off only, which shall then comply with F.L.S.A regulations.

G. Any employee who is ordered into work , including all Court and Grand Jury appearances, during the employee's regularly scheduled day or time off, shall receive a minimum of two (2) hours call-in pay or the actual hours spent, whichever is greater, regardless of the actual time spent. Said call-in shall not apply to time which may run contiguous with either commencement or conclusion of the employee's regular work shift. Said pay shall be in accordance with the overtime provisions as set forth hereinabove. The employee shall be free to leave once the specific purpose for which the recall took place is completed.

H. Due to the number of hours worked on the 4 - 4 work schedule, each patrol officer shall receive an additional one hundred and forty four (144) hours of compensatory time off per year. This shall be called schedule adjustment compensatory time and shall be administered in the same manner as all other compensatory time off. Said time shall be accrued at the rate of twelve (12) hours per month, commencing in January and running through December of each year. Each

employee working the 4 - 4 schedule shall receive the twelve (12) hours per month on the first day of each respective month.

Any employee who is required to perform the duties of a Corporal or Sergeant for more than fifteen (15) accumulative days in any calendar year (a "day" is defined as eight (8) hours), shall be compensated at the Sergeant's base rate of pay for all time worked in such capacity beyond the fifteen (15) days in that calendar year.

J. Administration of Compensatory Time and FLSA Time

1. "Banked" accumulated time shall be limited to 440 hours. All additional time earned shall be utilized as time off in accordance with this Agreement during the year in which earned.

2. Upon retirement, all accumulated time shall be utilized as time off in terminal leave.

3. *Up to* 22 hours of compensatory time shall be utilized each year as training time. The scheduling and utilization of such time shall be reasonably established by the Chief in blocks of not less than 4 hours each. However, the Chief shall make a reasonable effort to schedule such time in blocks of 6 or 8 hours each. Officers attending *AND/OR* required or mandated training on their scheduled days off shall be paid in compensatory time at the rate of time and one-half for all hours of training in excess of the 22 hours provided for in this section.

4. Officers attending approved elective training on their *SCHEDULED* days off shall be paid in compensatory time at the rate of straight time with a maximum of 32 hours per year.

Elective training shall not include attendance at undergraduate or graduate courses



given by a college or university.

K. Police instructors shall be paid at the rate of time and one-half in compensatory time for teaching on their scheduled days off, or for teaching performed before or after their regularly scheduled shift.

## ARTICLE VII: SICK LEAVE

### A. Service Credit for Sick Leave

1. All employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by employees when they are unable to perform their work by reason of bona fide personal illness, accident or exposure to contagious disease.

### B. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full time employee on the basis of one (1) working day (that is, a period of eight (8) hours) per month during the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter, to a maximum of one hundred forty-five (145) days.
2. 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 purposes, to the stated maximum.
3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment.

### C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notices must be made prior to the employees starting time. In such event, the employee shall notify the Shift Supervisor at least one-half (½) hour prior to the commencement of his usual starting time.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

(a) An employee who has been absent on sick leave for periodstotaling ten (10) days in one calendar year, consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year.

(b) In addition, the appointing authority may require proof of illness of any employee on sick leave whenever such requirement appears reasonable.

Abuse of sick leave shall be cause for disciplinary action;.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined by a physician designated by the Borough, at the Borough's expense. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E. Job-connected Illness or Injury

1. Any employee who sustains job connected illness or injury, shall be maintained at full pay, less any weekly workman's compensation benefits he

may receive, until such time as the employee shall either return to work, apply for and/or receive pension , and/or be certified by the employer's physician as able to return to work. There shall be no deductions made from the employee's sick leave benefits during this period.

2. It is understood that the employer shall have the right to require such employee to report to a physician of the employer's choosing for examination to determine the employee's fitness for return to duty.

F. Exhaustion of Sick Leave.

Any employee who has exhausted all sick leave and is still in need of additional time off work with pay may apply to the Borough Council for additional paid sick leave. The Borough Council shall consider each request on a case by case basis and either approve or deny said request in its discretion.

## **ARTICLE VIII: DISCRIMINATION OR COERCION**

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.. The P.B.A. or any of its agents shall not intimidate or coerce employees into membership. Neither the employer nor the P.B.A shall discriminate against any employee because of race, creed, color, age, sex or national origin.

**ARTICLE IX: SEPARABILITY & SAVINGS**

A. In the event that any federal or state legislation, government 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.

B. Except as may be otherwise provided for within this Agreement, the failure to enforce any provision of this Agreement or otherwise exercise one's rights pursuant thereto shall not be deemed as a waiver thereof.

**ARTICLE XI: PERSONAL LEAVE TIME**

Each current member shall be entitled to five (5) personal leave days (that is, 5 periods of eight (8) hours) per year. Those persons hired subsequent to December 31, 1997 shall be entitled to three (3) personal leave days (that is, 3 periods of 8 hours) per year. In the event a member shall have unused personal leave days from the previous calendar year, he shall be entitled to add them to his vacation in the succeeding calendar year.

## ARTICLE XII: CLOTHING ALLOWANCE

A. All employees covered by this Agreement shall receive an annual clothing allowance of \$600.00 plus annual maintenance and laundry allowance not to exceed \$450.00. Said laundry allowance shall be pro-rated for new employees, for retired employees and for employees affected by a reduction in force, based upon time employed during the year. Ineligible for said laundry allowance are employees who resign or who are terminated for cause. Said laundry allowance shall be paid in cash or by check on the first Monday of December.



### ARTICLE XIII: INSURANCE

A. The Borough agrees to provide and pay for the premium Blue Cross and Major Medical, including surgical insurance, which shall include the following:

1. Unlimited lifetime maximum benefit, a \$200.00 calendar year deductible per person, \$400.00 family maximum deductible and an 80% co-insurance benefit for the first \$3,000.00 eligible expense incurred and 100% benefit of the excess in a given calendar year.  
The Borough agrees to provide the aforementioned insurance benefits to all eligible officers and their eligible dependants.
2. A family dental plan, as originally implemented by the Borough in 1988, with the consent of the P.B.A.. Effective in 2000, the dental insurance shall be increased to a maximum coverage of \$1,000.00 per person per year and shall include orthodontics.
3. For employees only, one hundred dollars (\$100.00) per year towards eye exams, lenses, frames or contact lenses, with a receipt.
4. The health insurance provided hereunder shall include provision for Pre-Admission Certification/Continued Stay Review and Mandatory Second Opinion.

B. The Borough reserves the right to change insurance carriers so long as substantially similar benefits are provided, subject to review by the P.B.A..

C. Employees hired on or after January 1, 2000 will have the option of either "point of service" or "HMO" medical benefits only.

D. Employees hired before January 1, 2000 will continue to have the option of

"traditional," "point of service" or "HMO" Medical benefits. The traditional plan will continue as "unlimited lifetime" benefit.

E. ~~Within 30 days following execution of this Agreement, the Borough agrees~~ to implement a Disability Insurance Policy for all employees which will provide (i) two-thirds income continuation benefits for up to one year, (ii) with a maximum of \$5,000.00

and (iii) which will take effect after 120 eight-hour days of disability, ~~other details of~~ <sup>AND OTHER</sup> <sub>1</sub> ~~which will be agreed upon by the PBA and the Borough.~~ <sup>AS OUTLINED IN THE PLAN</sup>

#### ARTICLE XIV: NO-STRIKE PLEDGE

A. The P.B.A. covenants and agrees that during the term of this Agreement neither the P.B.A. nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position or stoppage of work or abstinence, in whole or in part, from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, sick-out, or walk-out, against the Borough. The P.B.A. agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, work stoppage, sick-out, or walk-out, it is covenanted and agreed that participation in any such activities by any employee covered under the terms of this Agreement may be deemed grounds for disciplinary action of such employee or employees. All employees who continue full performance of their duties during such strike, slowdown, work stoppage, sick out, or walk-out shall receive full pay and all benefits provided in this Agreement.

C. The P.B.A. will actively discourage any strike, slowdown, work stoppage, sick-out, or walk-out and, consistent with the rights of its members, issue a statement, in writing, describing such strike, slowdown, work stoppage, sick-out, or walk-out as illegal and invalid.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the P.B.A. or its members.

## **ARTICLE XV: DISCIPLINARY ACTION**

A. Disputes involving the discipline of employees covered by this Agreement shall be governed by the appeal procedures set forth in applicable statutes, regulations and ordinances such as N.J.S.A. 40A:14-147 et seq..

B. Failure to qualify with sidearms may result in disciplinary action. The Borough shall provide an in-service training program for firearms proficiency.

C. Disputes involving minor disciplinary matters not governed by the appeal procedures referred to in paragraph A above will be subject to the grievance procedure set forth in Article III of this Agreement.

**ARTICLE XVI: RETENTION OF BENEFITS**

Except as otherwise provided herein, all rights, privileges, and benefits which the officers are presently enjoying shall be maintained and continued by the Employer during the term of this Agreement.

**ARTICLE XVII: POLICE EQUIPMENT**

A. It shall be the responsibility of each police officer to immediately report any defective vehicles to his immediate supervisor.

B. Each police officer shall utilize reasonable care and be fully responsible for equipment assigned to him.

## ARTICLE XVIII: FULLY-BARGAINED PROVISIONS

A. During the course of collective negotiations, each party has been free to propose and negotiate with regard to all appropriate subjects which it might have desired to place before the other for consideration. This Agreement incorporates all rights and obligations assumed by each party and granted through its terms by each to the other as a result of the negotiating process, and it is specifically recognized that since both parties hereto are desirous of stabilizing their relationship by an executed document for a specific duration, for that duration, neither side shall be obligated to enter into further negotiations regarding any matter not specifically designated by clear and express language within this Agreement.

B. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except as may be otherwise determined by the Public Employment Relations Commission.

## ARTICLE XIX: VACATIONS

A. Police officers shall accumulate the following vacation days ( that is, periods of 8 hours) in accordance with the following schedule:

1. Less than ten (10) months continuous service before July 1, one (1) day of paid vacation for each full month of employment prior to July 1.
2. At least ten (10) months but less than five (5) years continuous service by July 1, two (2) calendar weeks of vacation.
3. At least five (5) years but less than ten (10) years continuous service by July 1, two (2) calendar weeks plus one (1) day of vacation.
4. At least ten (10) years but less than fifteen (15) years of continuous service, three (3) calendar weeks of vacation.
5. At least fifteen (15) years but less than twenty (20) years continuous service by July 1, three (3) calendar weeks plus two (2) days of vacation.
6. Twenty (20) years or more of continuous service, four (4) calendar weeks plus one (1) day of vacation.

B. The vacation year, for purposes of determining eligibility and amount of vacation, is from July 1 to June 30.

C. Vacations will normally be taken in full weeks, subject to a schedule approved by the Chief.

D. No vacation time shall be accumulated from year to year, except where an



employee loses his vacation time by reason of being required to work during said period. In such cases, said employee shall be granted the unused vacation time at a subsequent period, or equivalent payment or compensation shall be made upon certification of the appropriate department head and approval of the Borough Council.

E. Seniority shall be determined within squads to which members are assigned, first by rank, and then by length of service within the department.

**ARTICLE XX: PROVISIONS FOR REPRESENTATION FEE IN LIEU OF  
DUES FROM NON-MEMBERS OF THE P.B.A**

A. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join in the Union within thirty (30) days of initial employment within the unit and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit, shall pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union Membership dues, fees, and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Employer.

B. The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses ( including reasonable attorney's fees) in any matter resulting from action taken by the Borough at the request of the Union under this Article.

C. In the event that an employee, otherwise eligible for membership in the bargaining unit, is, for any reason, denied, said membership by the bargaining unit, said employee shall not be subject to the payment of the Representation Fee provided for herein.

## ARTICLE XXI: HOLIDAYS

Employees covered by this Agreement shall continue to receive not less than twelve (12) holidays per year which shall be paid to the employees as part of the regular bi-weekly pay check and shall be included in the base rate of compensation for all purposes, including but not limited to overtime and pension. Employees shall also be entitled to an additional holiday to celebrate the birthday of Martin Luther King, but only if such additional holiday is granted by the Borough to other employees outside employees outside this bargaining unit.

ARTICLE XXII: EDUCATIONAL ASSISTANCE

In the event a permanent employee desires to improve his skills through further education, the Borough will reimburse such employee in accordance with its established educational assistance policy. That policy adopted by the Borough pursuant to Resolution 79-121<sub>1</sub> is hereby incorporated by reference as if fully set forth herein.

*AMENDED JTB*

### ARTICLE XXIII: SENIORITY

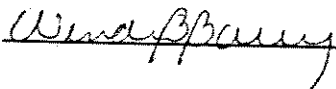
Seniority for police officers shall be determined by length of service in a rank and then length of service in the Department. In the event it becomes necessary to reduce the number of employees, lay-off shall be by seniority with the least senior member being first laid off. Recall from lay-off shall be in inverse order, and the Municipality shall not hire any additional employees while there are permanent members on lay-off status and eligible for recall.

Employees' rights for recall shall be two (2) years from date of lay-off and shall be forfeited if recall to work is refused, and/or the employee fails to advise the Municipality of his latest address to which such notification, by certified or regular mail, would be sent.

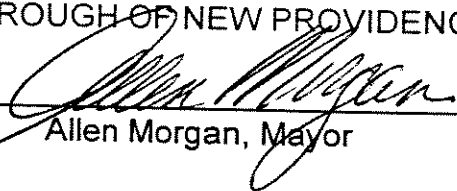
ARTICLE XXIV: DURATION

The term of this Agreement shall be from January 1, 2000 through December 31, 2002, and from year to year subject to written notice from either party to the other of the desire to change or amend this Agreement. To be effective, such written notice must be received by the other party by no later than August 30 of the last year of this Agreement (or of any renewal year). If timely written notice is given, successor negotiations shall commence no later than September 13 of the year in question. The foregoing notification and commencement dates are derived from Public Employment Relations Commission Regulation Section 19:16-2.1 and the adoption by the Public Employment Relations Commission of February 10<sup>th</sup> required budget submission date for municipalities such as the Borough. In the event of any change in the PERC statute or regulations, this Article shall be deemed to have been amended to conform to such change.

ATTEST:

  
\_\_\_\_\_

BOROUGH OF NEW PROVIDENCE

By:   
\_\_\_\_\_

Allen Morgan, Mayor

NEW JERSEY STATE P.B.A.  
NEW PROVIDENCE LOCAL #132

ATTEST:

  
\_\_\_\_\_

By:   
\_\_\_\_\_

James Guerriero, PBA President

	2000 01-Jan	2000 01-Jul	2001 01-Jan	2001 01-Jul	2002 01-Jan	2002 01-Jul
FIRST GRADE	55,581	56,693	57,826	58,983	60,163	61,366
SECOND GRADE	53,361	54,428	55,517	56,627	57,760	58,915
THIRD GRADE	49,161	50,144	51,147	52,170	53,213	54,278
FOURTH GRADE	45,961	46,880	47,818	48,774	49,750	50,745
FIFTH GRADE	42,761	43,616	44,489	45,378	46,286	47,212
SIXTH GRADE	39,561	40,352	41,159	41,982	42,822	43,679
SEVENTH GRADE	36,361	37,088	37,830	38,587	39,358	40,145
EIGHT GRADE	33,161	33,824	34,501	35,191	35,895	36,612