

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
BOROUGH OF GIBBSBORO  
AND THE  
GIBBSBORO POLICE  
ASSOCIATION**

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## DEFINITIONS

1. For purposes of this agreement the following definitions shall apply:
  - a. Part-time – Part-time shall mean those police officers hired by the Borough to supplement full-time employees, working, in most cases except for emergencies and manpower shortages, less than a forty (40) hour work week.
  - b. Full-time – Full-time shall mean those police officers hired by the Borough to work a regular forty (40) hour work week.
  - c. Special Officer – Special officer shall mean those officers appointed as Class I or Class II Special Officers as defined by the Special Law Enforcement Officers Act N.J.S.A. 40A:14-146.9.h. These officers are not covered by this agreement.
  - d. Off Duty Employment – Off duty employment shall mean work contracted between a contractor and the Borough of Gibbsboro for police officers within the Borough of Gibbsboro.
  - e. Contractor – Contractor shall mean a government agency, utility or private enterprise that has executed a contract with the Borough of Gibbsboro for police services.
  - f. Stand-by – Stand-by shall mean a state in which an employee is directly accessible by pager or telephone and remains in condition for immediate recall to duty. An employee can only be placed on stand-by by the Chief of Police with the concurrence of the Chairman of the Police Committee.
  - g. Police Committee – Police Committee shall mean the entity functioning as the “appropriate authority” as defined in N.J.S.A. 40A:14-118.
  - h. Chief of Police – The head of the police department. In the absence of a Chief of Police, an Acting Chief of Police or ranking officer designated by the Borough Council.
  - i. Grievance - Any controversy arising over the interpretation, application, or violation of policies, agreements, and administrative decisions affecting the terms and conditions of employees covered under this Agreement and may be raised by an individual, the Association, at the request or on behalf of an individual or group of individuals, or the Borough.

j. Grievance Chairperson - Grievance Chairperson shall mean that member of the Association, duly appointed by the Association to resolve members' grievances.

k. Superior Officer - Superior Officer shall mean the Chief of Police, his designee, or in their absence, a Captain or Acting Chief.

l. The Parties – The Gibbsboro Police Association and the Borough of Gibbsboro collectively.

ARTICLE I  
RECOGNITION AND REPRESENTATIVES

1. The Borough of Gibbsboro (hereinafter referred to as "the Borough") recognizes the Gibbsboro Police Association Gibbsboro (hereinafter referred to as "the Association") as the exclusive representative of all its full-time employees performing the functions and duties of all sworn police officers. Such representation at this time includes the positions of patrolman, corporal, and sergeant, full or part-time, for the purposes of collective negotiations with respect to terms and conditions of employment and grievances.
2. Expressly excluded from this agreement are special officers and part-time police officers.
3. The Borough further recognizes that the Association officers are to act as a liaison between the Police Department and the Borough in all matters pertaining to working conditions and wages. Said Association representatives shall be permitted to have their schedules arranged so as to permit them to attend meetings and negotiation sessions with Borough Officials. There shall be no discrimination, interference or coercion by the Borough or any of its agents or employees against the representatives of the Association or employees represented by the Association.

ARTICLE II  
NEGOTIATION PROCEDURES

1. The parties agree to enter into collective negotiations over a successor agreement, in accordance with the New Jersey Employer-Employee Relations Act in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of the Police Department employees covered by this Agreement. Negotiations shall begin no later than 180 days prior to expiration of this Agreement.
2. Any agreement negotiated shall be reduced to writing and signed by the authorized representatives of the Borough and the authorized representative of the Association.
3. There shall be no changes in the terms and conditions of this Agreement during its lifetime except through negotiations between the two parties.
4. Neither party shall have any control over the selections of the negotiations representatives of the other party, and each party agrees that his representative shall be clothed with all necessary power and authority to make proposals, consider proposals and make future counterproposals in the course of negotiations, subject to the final approval of the contract to then be made by the Mayor and Council of the Borough and the membership of the Association.
5. This Agreement incorporates the entire understanding of the parties on all matters which are the subject of negotiations.

ARTICLE III  
MANAGEMENT RIGHTS

1. All of the rights, powers, prerogatives, duties, responsibilities, and authority that the Borough had prior to the signing of this Agreement are retained by the Borough, except those that are modified by this Agreement; and are not contrary to public policy nor any law of the State of New Jersey, or any rules, regulations, or directives promulgated by the State Division or Public Employees Relations Commission.

ARTICLE IV  
ASSOCIATION RIGHTS

1. The Association may request and the Borough may allow the Association to use Borough facilities for Association meetings provided such facilities are available and provided said meeting does not interfere with the normal operations of the Police Department. The Borough shall permit a bulletin board, not to exceed 2' x 2', to be mounted in the Ready Room for the posting of notices relating to matters and official business of the Police Association.



ARTICLE V  
AGENCY SHOP AND DUES DEDUCTION

1. Payroll deduction for dues to the Association for members who are employees of the Borough covered by this Agreement should be made by the Borough upon the submission to the Borough of notification from said employee(s) authorizing the deduction of dues from their pay. The appropriate Borough official shall forward said dues to the Association at each regular pay interval. Employees shall have the authority to withdraw authorization for dues deduction in accordance with State law. Any such written authorization to deduct dues may be withdrawn by the employee holding employment by the filing of a notice of withdrawal with the Borough.
2. Filing of a notice of withdrawal shall be effective to halt deductions as of July 1 next succeeding the date on which notice of withdrawal is filed.
3. Any change in the amount of dues to be deducted during the term of this Agreement shall only be accepted by the Borough when received on the letterhead of the Association and signed by the President and/or his designee. Said letter must specifically set forth the amount of dues to be deducted and the day upon which said change in dues is to become effective.
  - a. The Borough agrees to deduct a fair share fee from the earnings of those employees who elect not to become a member of the Association and transmit the fees to the Association after written notice as to the amount of the fair share assessment is furnished to the Borough.
  - b. The fair share fee for services rendered by the Association shall be in an amount equal to regular membership dues, initiation fees and assessments of the Association less the cost of benefits financed through the dues and available only to members of the Association, which in no event shall such fee exceed 85 percent of the regular membership fees, dues, and assessments. Such sum representing the fair share fee shall not reflect the cost of financial support or partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the Association to engage in lobbying activities designed to foster its policy goals through collective negotiations to secure for the employees it represents advances in wages, hours, and other terms and conditions of employment in addition to those which are secured through collective negotiations with the Borough.
  - c. The Association agrees that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment as set forth in N.J.S.A. 34:1 3A-5.6. In the event the challenge is filed, the

deduction of a fair share fee shall be held in escrow by the Borough pending final resolution of the challenge.

- d. No fees shall be deducted for any employee sooner than the 30<sup>th</sup> days following the commencement of their employment, or the tenth (10<sup>th</sup>) day following the beginning of employment for employees entering into work in the bargaining unit from a re-employment list.
- e. The Borough shall deduct the fee from the earnings of the employee and transmit the fee to the Association on each regular pay interval during the term of this Agreement.

ARTICLE VI  
OFFICERS RIGHTS AND PRIVILEGES

1. Pursuant to N.J.S.A. Title 34, Public Laws, 1986, the Borough hereby agrees that every employee of the Borough shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.
2. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Borough of his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
3. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
4. No member of this Association, police sergeant, patrolman, corporal, full or part-time, shall be disciplined, reduced in rank, suspended with or without pay, or dismissed, without just cause, at anytime during their employment with the Borough of Gibbsboro. Any employee who is to be disciplined in any fashion will be notified in writing of the nature of the discipline or action.
5. Whenever any employee is required to appear before any supervisor, Borough Council member or the Mayor or member thereof concerning any matter which could adversely affect the continuation of that employee in his or her position, employment, or the salary or any increments pertaining thereto, then he or she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting and prior to making a statement or filing a report or interview. Any suspension of any employee pending charges shall be with pay until formal charges are filed. Any police officer whose action may give rise to charges by the Borough, either disciplinary or criminal, shall be advised prior to any hearing or meeting with any agent or agents of the Borough or Police Department. No

statement shall be taken without first advising the affected officer of the matter or matters in which he is under investigation for and the officer shall have full access to counsel in any hearing or internal investigation called for by the Borough or Police Department.

6. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Borough Clerk in a file which has a lock system with the key to be maintained by the Clerk. The personnel files may only be viewed and used, for evaluation purposes by the Chief of Police, and/or Governing Body only, and, if appropriate, in disciplinary proceedings.
7. Each officer shall have the right to review the contents of his personnel files by giving reasonable notice to the Clerk. Upon completion of review by the officer, a receipt statement shall be initialed listing all documents contained within the personnel files and the date and time of the review. These documents shall remain as part of the officer's personnel files. The officer shall receive a copy of said list.
8. Nothing shall be placed in any officer's personnel file without a copy of same being given to the officer.
9. Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and shall be permitted to place said rebuttal in his file.

ARTICLE VII  
GRIEVANCE PROCEDURE

1. STATEMENT OF PURPOSE

- a. Grievance Resolution: The purpose of the grievance mechanism is to resolve, at the lowest possible level, any problem arising from the terms and conditions of this Agreement and in the employment relationship of all bargaining unit members.
- b. Informal Resolution: Nothing herein shall limit or infringe on the right of any employee freely and informally to discuss any grievance with a superior or to proceed under Municipal Ordinance § 32-169, A-C.

2. EXCLUSIVE REMEDY

However, the procedures hereinafter set forth are the sole and exclusive means of resolving contractual grievances between the parties.

3. INITIATION OF GRIEVANCES

- a. Written Complaints: All grievances shall be in writing, signed by the aggrieved party, and shall clearly set forth the allegations upon which it is based.
- b. Service: All grievances shall be personally delivered to the Borough Clerk and a Grievance Chairperson within 20 days of the occurrence from which the grievance arose.
- c. Representation: Any aggrieved party may either present his own case, designate an Association member to present his case or employ legal counsel for his representation. Should the member choose to employ legal counsel he shall do so at his own or the Association's expense, if it chooses.
- d. Waiver: Failure to serve a written complaint citing a grievance within 20 days of its occurrence shall constitute a waiver of any and all rights to pursue said grievance.
- e. Extensions of Time: Any extension of time requirements contained in the grievance article may only be extended by the written consent of the Police Committee and the one filing the grievance.

- f. Attendance: Any member whose attendance may be necessary to resolve a grievance shall attend any meeting or hearing. However, if any meetings or hearings are scheduled during a member's normal work shift the member will not be compensated for the time off.

#### 4. GRIEVANCE PROCESS:

##### a. STEP 1: Police Committee

If the grievance was not addressed in an informal method and a written grievance was filed with the Borough Clerk under Paragraph 3a and 3b then the individual filing the grievance shall ensure that the Association representative has received a complete copy of the grievance prior to addressing the grievance in any way.

If the grievance is not resolved informally, the grievance shall be presented to the Chairperson of the Police Committee within ten (10) calendar days from the date the grievance is delivered to the Borough Clerk. The Committee shall investigate the alleged grievance and attempt to resolve it. The Committee shall, within 20 calendar days from the receipt of the grievance, provide a hearing and a written decision to the employee and/or the Association, either answering the grievance or setting forth the terms of settlement which has been agreed to by all parties.

##### b. STEP 2: Borough Council

If the grievant is not satisfied with the decision rendered in Step 1, he shall submit his grievance to the Borough Council or its designated representative within ten (10) calendar days from the date the Committee renders or should have rendered a decision. Said request for a Step 2 hearing shall be filed with the Borough Clerk. The Borough Council shall afford a hearing and present a decision, in writing, within 21 calendar days after receipt of the written grievance.

##### c. STEP 3: Arbitration

If the grievant is an individual and not the Association and he is not satisfied with the decision, he shall have five (5) days to file in writing a request with the Association. The grievant shall set forth in the request for arbitration the basis for the appeal and shall include the relief requested, copies of the grievance and any decisions below:

- (1) If the Association is not satisfied with the decisions rendered in Steps 1 and 2, it may submit the grievance to an arbitrator for final resolution of the

(2) The arbitrator shall be bound by the provisions of this Agreement and will restrict his opinion to the application of facts presented to him involving the grievance. The arbitrator shall in no way have authority to add to, modify, detract from, or alter in any way any of the provisions of this Agreement or any amendment or supplement thereto.

(3) Decisions rendered by the arbitrator shall be final and binding on all involved, consistent with applicable law. The award must be in writing with factual findings and conclusions.

(4) The arbitrator shall hold the hearing at a time and place convenient to the parties and shall attempt to issue his decision within 30 days after the close of the hearing.

(5) The time limits set forth herein shall be reasonably adhered to. If any grievance has not been initiated within the time limit specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the prior step shall be deemed conclusive and shall not be appealable. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

(6) The parties agree that for purposes of this Article the normal adherence to the chain of command shall not be a requirement.

(7) Costs of Arbitration.

(a) In the event the aggrieved party is a member of the Association, the costs of the arbitration shall be shared equally by the Borough and the Association.

(b) In the event the aggrieved party is not an Association member at the time of the occurrence of the action complained of, then the Association shall not by virtue of this Agreement be responsible for the arbitration costs and the grievant shall pay half the costs.

(c) Any expenses incurred by the parties beyond the cost of the arbitrator shall be the respective party's responsibility.



ARTICLE VIII  
HOURS OF WORK AND SCHEDULING

1. The times of the daily tours of duty (shifts) shall be established by the Chief of Police.
2. The Borough and the Association recognize the value of scheduling more than one police officer per shift. Further recognizing the financial limitations of the Borough of Gibbsboro, it is agreed that the Borough, at its discretion, will strive to staff as many shifts with two police officers as it deems necessary to provide adequate police protection. Subject to the availability of full-time personnel, at least one (1) full-time officer shall be on duty on every shift. Nothing contained in this paragraph shall be construed as to require the Borough to meet any minimum staffing requirement and this paragraph shall not be subject to grievance or arbitration.
3. The normal workweek for full-time officers shall consist of 40 hours. However, the Parties agree to investigate establishing alternative work schedules that enable officers to work more than eight (8) hours per day providing that no overtime is required to implement such schedules, the schedules do not violate the Fair Labor Standards Act (FLSA), and the schedules do not impact the ability to meet required staffing levels. Alternative work schedules must be approved by the Chief of Police.
4. It is agreed that a serious attempt will be made to establish equitable scheduling for full and part-time officers. Schedules shall be drafted and arranged for a minimum of a three (3) month period and will not change during that time, except in the case of emergency or a problem with the available manpower. The schedules shall be posted at least 14 days prior to the commencement of the three-month work period.
5. The calculations or equation shall never be interpreted so as to be less than in conformance with the Fair Labor Standards Act specifications on compensatory time and overtime time.
6. Off Duty Employment
  - a. Off duty employment shall be paid at a rate of \$40 per hour for all work contracted with the Borough of Gibbsboro at minimum rate of \$50 per hour. The Association and the Borough of Gibbsboro recognize that there are circumstances in which a contractor is unable to bear the \$50 rate and, in such cases, the Borough may establish a rate equal to \$10 per

hour less than the rate received by the Borough in compensation from the contractor.

- b. Recognizing that wages paid for off duty employment are derived from a third party, it is agreed that those wages shall not be subject to overtime payments.
- c. Wages for off duty employment shall be included with the regular payroll.

ARTICLE IX  
OVERTIME, CALL-OUT AND ON-CALL TIME

1. Overtime - In the event overtime can be scheduled, then the overtime shall be offered among those eligible without regard to the employee's rank, pay rate, or seniority.

The Chief of Police or his designee shall retain a log of all overtime assignments in order to ensure that scheduled overtime is assigned equally.

2. Unscheduled overtime

- a. Shift Overlap – Any employee working past his regularly scheduled shift shall continue to be paid at his prevailing rate. If the employee has worked in excess of forty (40) hours for the week, he shall be compensated at time and one half for those hours.

- b. Uncovered Shift – In the event that a shift is uncovered because another employee is unable to work, the current officer on duty shall be the first employee offered overtime to cover that shift. If the employee has worked in excess of forty (40) hours for the week, he/she shall be compensated at time and one half for those hours. If the current employee is unable to cover that shift, then that overtime shall be offered to those employees in order of next in line on the Chief's overtime log as defined in section 1 above.

- c. Call-Out Time – In circumstances where a member of the Association is required to report for duty to an unscheduled event (for example to process a DWI arrest, an accident or emergency), the employee shall receive at least three (3) hours pay at the prevailing rate. If the employee has worked in excess of forty (40) hours for the week, he/she shall be compensated at time and one half for those hours.

- d. On-Call Time - In circumstances where a member of the Association is notified that he/she must be available for recall to duty, Court or some other assignment, the Borough and the Association agree that the Chief of police shall attempt to schedule the employee for a duty assignment compatible with the potential recall. In the event that the employee cannot be scheduled to accommodate the recall, the Borough may request that the employee be on "stand-by". Employees placed on stand-by will be compensated with two hours pay at straight time. It is agreed that stand-by time will not count toward an employee's forty (40) regular hours for overtime purposes. Stand-by time will only be paid when approved in advance by the Chief of Police AND the Chairman of the Police Committee.

ARTICLE X  
MEDICAL BENEFITS

1. All full-time members of the Gibbsboro Police Association shall receive the same medical benefits provided Borough employees as set forth in the Borough's Personnel Policy.
2. The Borough shall provide full-time members of the Gibbsboro Police Association with a prescription plan subject to \$10.00 co-pay per prescription.

ARTICLE XI  
SICK TIME AND INJURY IN THE LINE OF DUTY

1. Full-time members of the bargaining unit shall receive six (6) days annual sick leave.

The sick leave shall be accumulative from year to year with no limit.

2. Employees injured in the line of duty shall not be charged sick leave. An officer injured in the line of duty shall be paid his or her regular salary until such time a licensed physician shall certify the employee fit for duty.
  - a. In the event an employee receives workers' compensation, the Borough shall continue to pay such employees full pay and the employee shall pay or cause to be paid to the Borough such payments as may be paid to him or to the Borough in his name and received under workers' compensation related to his weekly salary only.
  - b. The Borough shall continue to pay the employee his regular salary while the employee is receiving workers' compensation for up to 36 months. After the 36 months, a decision will be made by the Mayor and Council of the Borough as to the continuation of the employee's salary.

ARTICLE XII  
SALARIES

1. All current employees who are members of this bargaining unit shall be paid at an hourly rate as follows:

Date of Hire if in the Police Academy - \$ 9.00 per hour

Year of Probation - \$11.50 per hour

<u>Beginning of:</u>	<u>Patrolman</u>	<u>Corporal</u>	<u>Sergeant</u>
Step Two	13.50	13.75	14.25
Step Three	14.50	14.75	15.25
Step Four	15.50	15.75	16.75
Step Five	16.50	16.75	17.25
Step Six	17.50	17.75	18.25
Step Seven	20.00	20.25	20.75

Officers receiving Second Step rates in 2002 shall move to Third Step rates effective January 1, 2003, Step Four effective January 1, 2004, and Step Five rates effective January 1, 2005.

Officers receiving Step Four rates in 2002 shall move to Step Six rates effective January 1, 2003 and Step Seven Rates effective January 1, 2004.

All other full-time officers shall move to the next step on the anniversary of their employment.

2. Lump Sum Payments
  - a) Officers receiving Step Two rates in 2002 shall receive a lump sum payment of \$1500 within thirty (30) days of the ratification of this agreement.
  - b) Officers receiving Step Four rates in 2002 shall receive a lump sum payment of \$2100 within thirty (30) days of the ratification of this agreement.
  - c) Officers receiving Step Seven rates in 2005 shall receive a lump sum payment of \$2000 in the first full payroll of 2005 in lieu of an increase.
3. Any officer who is authorized to perform and does perform the work and duties of an officer of higher rank shall receive the rate of salary or

compensation of that higher rank after serving two (2) consecutive weeks at said rank. All payments for higher rank service shall be made no later than in the next pay period. The initial seniority list as of the date of ratification by all parties of this Agreement shall be calculated by date of hire.

4. Salaries, wages, and other compensation not otherwise provided for herein shall be paid on the normal payday.
5. Payment shall be biweekly.

ARTICLE XIII  
UNIFORMS AND CLOTHING ALLOWANCE

1. All members of the bargaining unit, upon hire, shall be provided with full uniform including equipment and leather gear, as set forth in Section 5 below. The initial supply of any item required by the Department to be worn or carried by an officer while on duty shall be supplied by the Borough.
2. After the officer's first year of employment, said member shall be responsible for purchasing his own uniforms and equipment and maintaining same as set forth herein.
3. The Borough shall pay a semi-annual uniform maintenance allowance of two hundred dollars (\$200.00) to each full-time member of the Association for the cleaning and maintenance of uniforms. Said payment shall be made in January and July and paid in cash. New officers shall begin receiving their maintenance allowance in the period following the completion of one year of service (for example, an April hire receives the first \$200 in July of the next year).
4. The Borough shall be responsible for providing handguns and ammunition for each Association member.
5. All new employees covered by this Agreement shall be provided a one-time issue of the following articles of clothing:

(1)	Lightweight jacket	(1)	Magazine pouch
(1)	Pair boots	(1)	Pair collar brass
(1)	Pair shoes	(1)	Cap stun and holder
(1)	Sam brown belt	(1)	Weapon as assigned
(2)	Ties	(1)	Holster
(1)	Name plate	(1)	Pair handcuffs and case
(2)	Badges	(4)	Shirts (winter)
(4)	Shirts (summer)	(4)	Pants (all-weather)
(1)	Leather jacket	(1)	Raincoat with hat and hat cover
(1)	Bulletproof vest (to be replaced when needed)		



6. Each officer shall be subject to inspection by the Chief of Police during their shift of duty and shall be required to comply with the Uniform Standards established by the Chief.
7. In the event a uniform or equipment is damaged or destroyed while the officer is acting in the scope of his employment, the Borough agrees to repair or replace that portion of the uniform, which has been damaged or destroyed without cost to the officer or a reduction in his uniform allowance. Otherwise, it is the responsibility of the individual police officer to maintain his/her uniform using the uniform maintenance allowance.

ARTICLE XIV  
VACATION

1. All full-time members of the bargaining shall receive the same vacation benefits provided Borough employees as set forth in the Borough's Personnel Policy.
2. Any unused vacation time may be sold back to the Borough at the employee's prevailing salary rate in the same year or upon separation of service from the employer.
3. Vacation shall be scheduled at least fourteen (14) calendar days in advance except for extreme or unusual circumstances.

ARTICLE XV  
BEREAVEMENT

1. All members of the bargaining unit shall receive a bereavement benefit of \$250.
2. Additionally, members shall be entitled to funeral leave as follows:
  - a. Members should be entitled to five (5) days paid leave each year in the event of the death of a husband, wife, child, parent, brother, sister, or other relative living permanently with said employee.
  - b. A member will be entitled to three (3) days paid leave each year in the event of the death of a grandparent, grandchild, mother-in-law, and/or father-in-law.

ARTICLE XVI  
JURY DUTY

1. All full-time members of the bargaining unit shall be entitled to the same jury duty benefits provided all other Borough employees:
  - a. Members called to serve on jury duty will be granted a leave of absence for the time of duty. An employee will be paid his normal pay for jury service. The employee must notify his/her supervisor within three (3) days of being notified of selection for jury duty. The member must submit evidence of attendance for days served as juror.
  - b. A member summoned to appear, as a witness on behalf of the Borough, shall receive pay for time away from work.
2. A member who serves as a witness for personal matters must utilize vacation, personal time, or time off without pay.

ARTICLE XVII  
HOLIDAYS

1. The following days shall be observed as normal holidays during the duration of this contract: New Year's Day Presidents' Day Memorial Day Independence Day Labor Day Martin Luther King Day, Veterans' Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve and Christmas Day.
2. Compensation of holidays shall be as follows:
  - a. If a holiday falls or is included in a scheduled shift and the full-time employee actually works on the holiday, he shall receive the rate of time and a half pay for all hours worked on the said holiday payable in the same pay period in which the holiday is worked, and in addition he shall receive one (1) day's pay on December 15<sup>th</sup> of that year for working the said holiday.
  - b. If the holiday falls or is included in a scheduled shift and the employee does not work on that holiday, the full-time employee shall only receive straight time pay for that holiday, but no additional day's pay on December 15<sup>th</sup>.
  - c. If a holiday falls or is included on a normal day off, the full-time employee shall receive on December 15<sup>th</sup> of that year, one (1) day's pay for said holiday.
  - d. Payment for Christmas Eve and Christmas shall be included in the payroll that includes those holidays.

ARTICLE XVIII  
SPECIAL LEAVE

1. F.O.P./P.B.A. Delegates and Convention Delegates shall be permitted to attend all conventions of the State or Federal Organization with no loss of time or pay in accordance with Title 40A. State Delegates to the F.O.P./P.B.A. shall be permitted to attend the monthly meeting scheduled by the State Organization and all special meetings ordered by the State Organization provided it does not interfere with his scheduled hours. When possible, except in an emergency, the Delegate shall notify the Chief in writing of the date, location, and duration of such meeting or convention at least ten (10) days in advance. Any member of this Department and covered under this Agreement who a member of any National Guard or Military Reserve Unit, who is called up for active duty or is required to report for field training, shall keep all benefits, including seniority, while on active duty.
2. In addition, all terms of military duty leave as currently stated in the Borough Policy Manual is adopted as if set forth herein at length.
3. The Governing Body of the Borough may grant a leave of absence without pay to any police officer upon presentation of satisfactory reasons.

ARTICLE IX  
EXCHANGE OF DAYS OFF

1. The Chief or his designee will grant any reasonable request of any two (2) members of the Department to exchange hours, tours of duty, or days off.
2. It is understood that such exchange of days off shall not result in the Borough incurring overtime liability or affecting the present manning levels of each shift.

ARTICLE XX

LEGAL REPRESENTATION/LIABILITY AND FALSE ARREST

1. The Borough will provide legal representation for police officers pursuant to the requirements of Title 40A.



ARTICLE XXI  
PERSONAL LEAVE

1. Full-time members of the bargaining unit may use two (2) days per year of leave for personal business, household or family matters as described in this Section and shall be non-accumulative for the duration of this Agreement, nor shall they be subject to buy-back, either annually or upon termination of employment. Business means an activity that requires the employee's presence during the workday and is of such a nature that it cannot be attended to at a time outside of the workday. Personal, household or family refers to matters when an employee's absence from duty is necessary for the welfare of the employee or his family. Application in duplicate for a personal day containing the reasons for the leave must be submitted at least 48 hours in advance, except where circumstances prohibit the giving of such notice.
2. The personal day may be taken any time during the year.
3. The personal day will not be deducted from vacation, holiday, or sick leaves.

ARTICLE XXII  
LAY-OFF

1. Any employee who is laid off shall receive two (2) weeks of pay at his or her current rate.

ARTICLE XXIII  
DEATH BENEFITS

1. In the event of a death of an officer while in the line of duty, the Borough shall pay within 30 days of said officer's death, to the surviving spouse or their designated beneficiary, the balance of the deceased officer's salary for that pay period, vacation days, and unused holidays. The Borough shall also pay all reasonable funeral expenses for any officer who dies in the line of duty.
  
2. In the case of the death of an officer in the line of duty, any spouse or dependent that receives medical coverage through the officer's coverage, as described herein shall continue to receive coverage for a period of six (6) months.

ARTICLE XXIV  
EDUCATION, TRAVEL, AND MILEAGE REIMBURSEMENT

1. Tuition:

- a. All employees who attend classes of study approved by the Governing Body either as a requirement or who do so to enhance their qualifications for their position will be reimbursed for educational expenses. Those voluntarily undertaken shall be in the area of law or law enforcement.
- b. The course must be completed with a passing grade in order to be reimbursed for all of the costs of books and tuition. Requests for attendance of such classes will be made in advance and in writing. Requests for reimbursement must detail the costs, time of classes, dates and course content. Should the employee register and not attend for other reasons than personal illness, the employee must pay for the costs and/or cancellation fees. If an employee leaves Borough employment within one (1) year of receiving such reimbursement, the employee will be required to repay the Borough for the costs reimbursed. Requests shall be submitted to the Governing Body of the Borough.

2. Travel

- a. Employees may attend conferences, meetings, conventions, seminars, courses and/or workshops not otherwise referenced herein from time to time. Attendance at such shall require advance approval from the Borough Council. At the discretion of the Borough Council, registration costs, tests, fees, and travel costs may be paid by the Borough of Gibbsboro. Requests shall be submitted to the Governing Body.
- b. Employees authorized to travel or to attend conventions, seminars or training courses on behalf of the Borough may be reimbursed for any legitimate expense, provided that it is supported by a detailed claim and, as appropriate, supporting receipts.

Mileage: Mileage for approved travel using personal vehicles shall be reimbursed at the prevailing federal income tax allowance rate. Claims for mileage reimbursement shall be supported by a detailing to the number of miles to and from the location where the activity is held.

ARTICLE XXV  
SEVERABILITY AND SAVINGS CLAUSE

1. In the event that any Federal or State legislation or court decision causes invalidation of any Article or Section of this Agreement, that Article or Section of an Article so declared null and void shall be invalid, but all other Articles of this Agreement shall remain in full force and effect.
  
2. Any provision so found in Paragraph 1 above shall be open for re-negotiation by either party by giving written notice thereof to the other party. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet at least three (3) times within 45 days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses, but negotiation shall be limited to the specific Article or portion thereof for which the contract was re-opened.

