

AGREEMENT
BETWEEN
BOROUGH OF TOTOWA

and

**PBA LOCAL No. 80 OF THE BOROUGH OF
TOTOWA POLICE DEPARTMENT**

January 1, 2009 through December 31, 2011

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PREAMBLE

THIS AGREEMENT, made and entered into this day of , 2009, by and between the Borough of Totowa, a Municipal Corporation having offices at 537 Totowa Road at Cherba Place, in the Borough of Totowa, County of Passaic and State of New Jersey (hereinafter referred to as the “Borough”) and PBA Local No. 80 of the Borough of Totowa Police Department (hereinafter referred to as the “PBA”) represents the understanding concerning terms and conditions of employment between the “Borough” and the “PBA” for the years 2009 through 2011. This contract shall be known and classified as a three (3) year contract terminating on December 31, 2011.

ARTICLE I - RECOGNITION

A. The Borough recognizes, pursuant to the provisions of the Employee-Employer Relations Act, (N.J.S.A. 34:13A-1.1 et seq.), the PBA as the exclusive majority representative for the purposes of collective negotiations of all sworn, regular, full time police officers of the Borough Police Department, but excluding the Chief of Police, Deputy Chief and all other employees of the Borough.

B. Unless otherwise indicated, the terms “police officer” and “employee” used in this contract refer to all persons included in the above defined negotiating unit and shall be defined to include the plural as well as the singular.

ARTICLE II - MANAGEMENT RIGHTS

The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this contract by the Laws and Constitutions of the State of New Jersey and of the United States.

ARTICLE III - NEGOTIATIONS

All negotiations over wages, hours and other terms and conditions of employment shall be conducted by the Mayor and Council of the Borough and/or any committee and/or person designated by them, and the duly appointed Police Salary Committee and/or any person designated by PBA.

ARTICLE IV - PERSONNEL FILES

A. The official files on every employee within the bargaining unit will be maintained in the office of the Municipal Clerk. On appropriate request by such an employee, properly identified, he shall be permitted to examine his official file in the presence of the Municipal Clerk or in his absence, the Mayor or any member of the Council. The employee shall have the right to answer any material filed and his answer shall be attached to the material to which it relates. The employee shall be permitted to reproduce or copy any material in his regular file.

B. The Chief of Police shall have the right to periodically inspect said personnel files.

ARTICLE V - SALARIES

A. Salaries for employees covered by this contract shall be set forth on Appendix "A".

B. The percentage increase shall be on the Base Salary from the period ending December 31, 2008. The Base Salary shall be all inclusive of any night differential, hazard pay, shift differential and any other conditions that are a part of duties as a police officer. Specialized duties, college credits and any other duties for which compensation may be made are not considered and are not to be classified as Base Salary. Regardless of the scheduling such as 5/2, a 12 hour shift (Modify/Pitman) or any other plan, the hourly rate shall be computed as 2,080 hours per year. The base rate divided by 2,080 hours equals the hourly rate.

C. Salaries shall be paid in equal bi-weekly installments.

ARTICLE VI - HOURS OF WORK

A. All employees are required to punch in on time recording devices prior to the start of their scheduled work shift and punch out at the end of their work shift.

B. Schedule A (5-2).

Those officers assigned to the Detective Bureau and the School Resource Officer, shall continue to work a 5-2 forty (40) hours per week schedule. The normal work week for these officers shall consist of five (5) consecutive working days with two (2) consecutive relief days which shall be hereinafter known as the "5-2 Schedule". Officers who work the 5-2 Schedule shall be entitled to eight (8) X days per year. These days are to keep the number of hours worked consistent with the hours worked under the Modify Pitman Schedule. The regular work day for officers in the Detective Bureau and the School Resource Officer shall consist of an eight (8) hour tour of duty with appropriate meal period.

C. Schedule B (12 Hour Shift/Modify Pitman)

Except for those officers assigned to the Detective Bureau and the School Resource Officer, the normal work week shall consist of a twelve (12) hour work shift schedule. The twelve (12) hour schedule shall comply with the following provisions:

1. The duty of members of the department shall consist of twelve (12) consecutive hours per day (0600 – 1800 and 1800-0600 hours of operation) provided that in cases of emergency, the officer in charge or control of the department shall have the full authority to summon and keep on duty any and all such members during the period of an emergency as defined by the Chief of Police pursuant to the New Jersey Law.
 - a. The sequence of days off are as follows: 2 on – 2 off, 3 on – 2 off, 2 on – 3 off. Both the "3 on and 3 off" sequence shall fall on Friday, Saturday and Sunday. Squads will change shifts on a twenty-eight (28) day cycle. The schedule will be established with four (4) patrol squads.
2. Schedule adjustment days (SAD): There will be one hundred four (104) schedule adjustment hours per year. SAD hours are to keep the number of hours worked under the current level and represent hour for hour and not time and one-half (1 ½). These are to be taken at a maximum of twenty-six (26) hours each quarter as long as there is a sufficient minimum staffing level as determined by the Chief and Deputy Chief. If the SAD hours are not taken within the quarter, they will be lost. There shall be no carry-over of SAD hours.
3. The parties agree that the twelve (12) hour schedule described above shall remain in effect for the duration of this Agreement and the schedule shall be reviewed in the 4th year of the contract. Not less than forty-five days prior to the expiration of the Agreement, the

Chief of Police, a PBA representative and Borough shall meet and review the schedule.

D. Meal Breaks

Officers will be entitled to a forty-five (45) minute meal period.

E. Personnel:

No present full time employee covered by this contract shall be replaced by any non-police officer, part time or otherwise or other personnel.

No post presently filled by a full time employee of the Totowa Police Department shall be covered by any non-police officer, part time or otherwise or other personnel, except that the Borough retains the absolute right to hire part time dispatchers as long as the number of police personnel does not decrease.

ARTICLE VII – OVERTIME

A. SCHEDULE A (5-2)

1. For those officers assigned to the Detective Bureau and the School Resource Officer, overtime shall only be paid to those employees who are required and directed to work a period in excess of forty (40) hours in any one (1) week or eight (8) hours in any one day. It is expressly understood and agreed that the above shall only occur in an emergent situation.

2. All overtime earned by employees covered herein shall be paid at the rate of time and one-half (1 ½) his base salary rate of pay for all such overtime, provided the employee has first actually worked his basic work week of forty (40) hours in any one (1) week or eight (8) hours in any one day. For purposes herein, a week shall be considered from Saturday to Friday in accordance with the Borough's payroll schedule.

B. 12 HOUR SHIFT/MODIFY PITMAN

1. Changes in overtime to address the schedule shall be paid to all personnel working on the Pitman Schedule in excess of twelve (12) hours per day.

2. It is understood that the employee will work a basic work period of fourteen (14) days for a total of eighty-four (84) hours which represents a

twelve (12) hour work shift under the two (2) on-two (2) off, three (3) on-two (2) off, two (2) on-three (3) off sequence. However, overtime shall only be paid to those employees who are required and directed to work in excess of eighty-four (84) hours over the fourteen (14) day period or twelve (12) hours in any one day. It is expressly understood and agreed that the above shall only occur in an emergent situation.

3. All overtime earned by employees covered herein shall be paid at the rate of time and one-half (1 ½) his base salary rate of pay for all such overtime, provided the employee has first actually worked his basic work period of eighty-four (84) hours over fourteen (14) days or twelve (12) hours in any one day.

4. No double shifts shall be permitted under the twelve (12) hour schedule.

5. A maximum of four (4) hours overtime may be worked if it is prior to or immediately following (continuous) an officer's shift.

C. All overtime must be approved by the Chief of Police and/or Deputy Chief. Thereafter, said employee must submit to the Chief an overtime report supplying all data required herein.

D. It is recognized that employees may be required for the purpose of roll call or muster at the commencement of a tour, to report in

advance of the tour starting time. In accordance with this recognition, no additional pay or compensatory time shall be given for a fifteen (15) minute period prior to the commencement of a tour, or for a twenty (20) minute period at the termination of a tour. In the event an employee is required to report earlier than fifteen (15) minutes, prior to the commencement of a tour, or to remain beyond twenty (20) minutes after the end of a tour, the employee shall be given overtime, at the rate of time and one-half (1 ½) for all time worked in excess of the work.

E. All court appearances, including out of town court appearances, shall be compensated at the overtime rate of time and one-half (1 ½). To qualify, such court appearances must be directly related to police duties. It is expressly understood and agreed by and between the Borough and the PBA that the above mentioned provision do not apply to employees who are working on a normal tour of duty. Also, all other employees who are not working, agree to remain on telephone call and be compensated for the actual time spent in court.

F. It is expressly understood and agreed by and between Borough and PBA that the above mentioned provision does not apply to employees who are working on a normal tour of duty.

G. It is further understood and agreed that the employees have

waived any claims for compensation to attend any schools, qualifications for use of fire arms and meetings as scheduled by the Chief of Police and/or any other functions required of a police officer as required by the law of the State of New Jersey.

H. Overtime for details and regularly scheduled shifts will be offered to regular full time employees of the department first, in order of preference based upon a rotating seniority roster. There may be certain situations in which the Department, because of special skills or other attributes of a particular officer, determines that it is in the best interest of the Borough to bypass an employee or employees on the seniority list. While this contract contemplates such possibilities, it is agreed and understood that such bypassed employee or employees must become next on the list for the purpose of the overtime roster. The purpose of this clause is to equalize overtime among employees and same shall not be defeated by the Borough's selection of special persons for special details asset forth herein. Such overtime will be offered to persons other than full time employees only if it has first been refused by each member on the seniority roster aforementioned.

I. It is further understood and agreed by and between the Borough and PBA that the following shall specify the procedure for

implementing the seniority roster list, as follows:

1. When a Captain calls in sick, the overtime shall be offered to a Captain first, then to a lieutenant, then to a Sergeant and then to a Patrolman by seniority.
2. When a Lieutenant calls in sick, the overtime shall be offered to a Lieutenant first, then to a Captain, then to a Sergeant and then to a Patrolman by seniority.
3. When a Sergeant calls in sick, the overtime shall be offered to a Sergeant first, then a Lieutenant, then to a Captain, and then to a Patrolman by seniority.
4. When a Patrolman calls in sick, the overtime shall be offered to a Patrolman first, then a Sergeant, then to a Lieutenant and then to a Captain.

ARTICLE VIII - LONGEVITY

A. In addition to the base salaries, the following longevity payments shall be made:

1%	4 years
2%	8 years
6%	12 years
8%	16 years
10%	20 years
12%	24 years

B. Notwithstanding the above, and for any employee hired prior to January 1, 1997, if any, employees starting their First Year of employment prior to May 1st and having completed eight (8) months of continuous service excluding extended illness of forty-five (45) days or more shall be considered as having one (1) year of service for purpose of computing vacation and longevity.

C. Any employee hired on or after January 1, 1997 shall not be entitled to or receive any longevity payments. All employees hired prior to January 1, 1997 are to receive longevity payments in accordance with the provisions set forth in Paragraph "A" above.

ARTICLE IX - SPECIALIZED PERSONNEL

A. In addition to the salaries as cited in Article VI, the following personnel shall be entitled to the following compensation, to be paid in equal bi-weekly installments:

- 1. Detective \$925.00
- 2. Photographer
(Not more than three) \$300.00
- 3. Breathalyzer Operator \$300.00
- 4. Crime Watch Officer
(Not more than three) \$300.00
- 5. Radar Instructor
(Not more than three) \$300.00
- 6. Range Officer
(Not more than three) \$300.00
- 7. Accident Investigator \$300.00
- 8. EMT..... \$300.00

B. Employees accepting the position of Photographer and/or Breathalyzer Operator, as set forth herein, shall be entitled to overtime compensation for court appearances in accordance with the terms and conditions of Article VII, Paragraph "E".

C. No employee will be able to simultaneously hold more than two (2) of the above-mentioned positions in the categories set forth above, without the express written permission of the Borough.

D. BREATHALYZER: Each police officer who shall have obtained a Breathalyzer Certificate and upon presentation of the Chief of Police and the Municipal Clerk's office shall be entitled to \$300.00 per year. The employee shall have attended the course and re-certification on their own time. Any employee who fails to present a valid Certification and Renewal Certification shall not be entitled to the \$300.00. Scheduling shall be within the Administrative Rules of the Police Department if no Breathalyzer Officer is on duty. In the event no Breathalyzer Operator is on duty, then in that case, a Breathalyzer Operator shall be called and be compensated at rate of time and one-half (1½) times his salary not to exceed one (1) hour.

E. PHOTOGRAPHER: Each of the designated Photographers shall be responsible to be available to take photographs in any criminal matter or any matter that is required under the law. In the event no Photographer is on duty, then in that case, a Photographer shall be called and be compensated at a rate of time and one-half (1½) times his salary not to exceed one (1) hour.

F. DETECTIVE: They shall be scheduled for standby for off-duty hours and shall be called for any major incident requiring the services of specialized personnel. Guidelines shall be posted for the desk officer and

shall be as indicated in the Administrative Rules of the Police Department. When called upon for any major incident during off-duty hours, the Detective shall be compensated at the rate of time and one-half (1½) times his hourly rate up to a maximum of three (3) hours and the balance of time shall be taken as compensatory time to be taken within thirty (30) days also at a time and one-half (1½) rate.

G. If any police officer is removed from any specialized position and/or duty, he shall no longer receive the specialized pay for said position and/or duty.

ARTICLE X - CLOTHING ALLOWANCE

A. The Borough will pay all employees covered by this contract an annual clothing allowance for the purchase, replacement and maintenance of police uniforms and purchase of police equipment and other apparel as designated by the Chief of Police and the amount of the annual clothing allowance shall be \$900.00 per year.

B. The Borough will provide the funds for a new employee to purchase all necessary clothing and equipment upon the employee being hired. These up-front costs will thereafter be reduced by the annual clothing allowance until the up-front costs expended by the Borough are adjusted down to a zero balance.

C. All clothing, equipment and other apparel is to be purchased as presented by a Committee appointed by the Chief of Police and that the selection and type of clothing shall be approved by the Chief of Police and/or the Public Safety Committee of the Borough. The Committee shall select the vendor affording the best price and quality in the purchasing of said clothing, equipment and/or other apparel. All purchases herein shall be by means of a voucher system presently utilized by the Borough.

D. If there is any unused allowance by December 31st, it may be carried over and used through March 31st of the following year. However,

the annual clothing allowance shall not be cumulative and shall revert to the Borough if vouchers are not submitted by March 31st of the following year.

E. In order to be reimbursed for the clothing allowance, all vouchers must be submitted by March 31st of the following year.

F. Hats must be worn by uniformed officers at all times while on patrol with the exception that officers may remove their hat while in their vehicles.

ARTICLE XI - VACATIONS

A. SCHEDULE A (5-2)

1. The following vacations shall apply to all employees:

First year of service 5 working days

2nd through 6th year of service 10 working days

7th through 11th year of service..... 15 working days

12th through 16th year of service..... 20 working days

Commencing with the 17th year of service one additional day for every year of service for a maximum of 25 days.

B. SCHEDULE B (12 HOUR SHIFT/MODIFY PITMAN)

1. The following vacations shall apply to all employees:

First year of service 3 working days

2nd through 6th year of service 7 working days

7th through 11th year of service..... 10 working days

12th through 16th year of service..... 13 working days

17th through 19th year of service..... 15 working days

Commencing with the 20th year of service17 working

days

C. In computing vacation time, years of service shall be computed from date of commencement of employment to December 31st of the year preceding the above schedules. Only full years of employment shall be

counted.

D. Notwithstanding the above, employees starting their first year of employment prior to May 1st and having completed eight (8) months of continuous service excluding extended illness of forty-five (45) days or more shall be considered as having one (1) year of service for purpose of computing vacation and longevity.

E. All vacation leaves shall be taken at a time approved by the Chief of Police. Vacations shall be taken between January 1st and December 15th of each year, except with the written approval of the Borough after recommendation by the Chief of Police. The vacation request sheet shall be posted until March 1st of each year. All vacation requests shall be completed and filed with the Chief of Police by the March 1st deadline, and shall be stamped with the date of submission. Seniority prevails only on the vacation sheet. The officer who submits the request first will be entitled to the vacation. Officers shall be informed by April 1st if their vacation request has been approved.

F. There shall be permitted a one (1) year accumulation of all or part of vacation time. Such accumulation shall only be with the recommendation of the Chief of Police and the approval of the Borough obtained in advance prior to April 1st.

G. UNUSED VACATION DAYS

At the time of retirement, employees shall be entitled to compensation for vacation time benefits in the year of retirement on a prorated basis as of the date of retirement.

ARTICLE XII - HOLIDAYS

A. SCHEDULE A (5-2)

1. Each employee shall be entitled to eleven (11) holidays per year, to be taken as days off at a time approved by the Chief of Police according to schedule. These holidays shall be deemed as days designated by the President of the United States or the Governor of the State of New Jersey, for a specific national or state event and then said holiday will be scheduled by the Chief of Police at a later date.

2. In the event that the other Municipal employees of the Borough, as a unit, receive any additional holidays, over and above their present twelve (12) designated days, then the PBA shall be entitled to said additional day or days.

B. SCHEDULE B (12 HOUR SHIFT/MODIFY PITMAN)

1. The current eleven (11) holidays at eight (8) hours shall remain as eleven (11) holidays at twelve (12) hour days.

2. Each member shall be provided with one (1) twelve (12) hour change over day annually which shall be taken when the schedule permits.

C. In order to qualify for the aforementioned eleven (11) holidays per year, the employee must be a full time employee. In no event shall the combination of holidays and sick leave taken by the employee exceed the

calendar year.

D. UNUSED HOLIDAYS

At the time of retirement, employees shall be entitled to compensation for holiday benefits in the year of retirement on a prorated basis as of the date of retirement.

ARTICLE XIII - LEAVES OF ABSENCE

A. PERSONAL SICK LEAVE

1. The Borough will establish for each employee a reserve of sick days to be designated as "Sick Leave Benefit" to provide for financial stability during periods of absence as a result of illness or injury sustained off duty and not as the result of other employment.

a. SCHEDULE A (5-2)

i. For those employees who are classified as permanent employees and which employment begins prior to May 1st of any calendar year, they shall be classified as first year employees, and shall receive the sick benefits of fifteen (15) days (120 hours) for each year of employment. Those employees whose employment starts May 1st or thereafter shall receive one day per month for the remainder of that calendar year. On the following January 1st, the employee shall start receiving the fifteen (15) day sick benefit per year and such benefit will become a part of the Sick Bank Program.

ii. Each employee shall, at the start of their first calendar year, be entitled to the Sick Bank Program which shall consist of the Borough advancing the employee one hundred eighty (180) days (1440 hours) which shall start the one hundred eighty (180) Sick Bank Reserve.

This reserve hereinafter referred to as the "Bank" with one hundred eighty (180) days shall be reduced each year on December 31st by fifteen (15) days, for a period of twelve (12) years, ending on December 31st of the 12th year at which time the "Bank" will terminate and the employee shall have vested right of the balance days remaining to be used for illness or personal injury. Each year thereafter, the fifteen (15) days will be credited to the employees' balance for a limit of one hundred eighty (180) days, at which time the Sick Bank Reserve will have reached maximum maturity.

iii. The Borough shall furnish each officer with his/her sick leave "Bank" by March 31st of each year.

b. SCHEDULE B (12 HOUR SHIFT/MODIFY PITMAN)

i. For those employees who are classified as permanent employees and which employment begins prior to May 1st of any calendar year, they shall be classified as first year employees, and shall receive the sick benefits of ten (10) days (120 hours) for each year of employment. Those employees whose employment starts May 1st or thereafter shall receive one (1) day per month not to exceed five (5) days for the remainder of that calendar year. On the following January 1st, the employee shall start receiving the ten (10) day sick benefit per year and such benefit will become a part of the Sick Bank Program.

ii. Each employee shall, at the start of their first calendar year, be entitled to the Sick Bank Program which shall consist of the Borough advancing the employee one hundred twenty (120) days (1440 hours) which shall start the one hundred twenty (120) Sick Bank Reserve. This reserve hereinafter referred to as the "Bank" with one hundred twenty (120) days shall be reduced each year on December 31st by ten (10) days, for a period of twelve (12) years, ending on December 31st of the 12th year at which time the "Bank" will terminate and the employee shall have vested right of the balance days remaining to be used for illness or personal injury. Each year thereafter, the ten (10) days will be credited to the employees' balance for a limit of one hundred twenty (120) days, at which time the Sick Bank Reserve will have reached maximum maturity.

B. The "Bank Reserve Balance" on December 31st of each year shall determine the amount of extension that may be granted by the Mayor and Council for extended illness. The Borough may extend the sick leave period in an amount of fifty (50%) percent of the balances of December 31st preceding the illness or personal injury and may extend further for a period equal to twenty-five (25%) percent of the balance preceding the illness or personal injury. Any such extension by the Mayor and Council shall be paid back prior to the completion of the twelve (12) year program or may by

permission of the Mayor and Council extend the twelve (12) year bank until such time that the extension has been fully adjusted. Prior to the Mayor and Council granting any extension of the Sick Bank, the employee shall first have utilized any benefit time they were entitled to. Vacation time and holidays where applicable may be used for sick time with the permission of the Mayor and Council.

For those employees who have vested rights of Sick Leave Benefits, they shall be entitled to the same extension benefits as those members who are participating in the twelve (12) year Sick Bank Program in the event of extended illness or personal injury.

The Municipal Clerk's Office shall maintain a Sick Bank Chart for all employees in the form as illustrated by Appendix "B" for all employees utilizing the original bank. For those employees that have completed their twelve (12) year bank, then in that case, shall have their sick bank benefits chart as illustrated by Appendix "C".

The Borough shall furnish each officer with his/her sick leave "Bank" by March 31st of each year.

2. EXCLUSIONS

The above bank does not include injuries or illness as a result of other employment or service connected disabilities as set forth in

Paragraph "3".

3. INJURIES IN THE LINE OF DUTY

If any employee shall receive an injury in the performance of his duties,

the employee shall receive full salary payments during the term required for convalescence, less the amount of any compensation payment to which he shall be entitled under Worker's Compensation. The Borough and the employee may enter into an agreement or arrangements to facilitate the prompt and efficient handling of the above payments.

4. MEDICAL EXAMINATIONS

A. SCHEDULE A (5-2)

In all cases of reported illness or disability, the Borough has the right to send a designated physician to investigate the report. When an absence due to illness or disability does not exceed three (3) days (24 hours), normally the employee's statement of the cause will be accepted without a supporting statement from his attending physician. In case of absence of ten (10) consecutive working days or more, a written certification of fitness from the attending physician will be required upon returning to service. The Borough shall have the right to have any employee examined by a Borough designated physician before permitting

the employee to return to duty.

B. SCHEDULE B (12 HOUR SHIFT/MODIFY PITMAN)

In all cases of reported illness or disability, the Borough has the right to send a designated physician to investigate the report. When an absence due to illness or disability does not exceed two (2) days (24 hours), normally the employee's statement of the cause will be accepted without a supporting statement from his attending physician. In case of absence of seven (7) consecutive working days or more, a written certification of fitness from the attending physician will be required upon returning to service. The Borough shall have the right to have any employee examined by a Borough designated physician before permitting the employee to return to duty. All employees will be required to complete and sign an Absentee Form stating the illness or disability requiring the absence together with the date(s) of absence. The Form applies to every sick day taken and shall be completed on the day the employee returns to work.

D. A doctor's note will be required in the case of an absence due to illness on the day immediately preceding or following holidays and/or vacation days. The note is due on the day the employee returns to work. The note shall state the medical reasons requiring the absence together

with the dates of absence. Failure to submit the required note will result in the employee not being paid for the sick day.

5. PERSONAL LEAVE

Every employee may be entitled to three (3) personal days in the event of death in the immediate family, which consists of spouse, children, mother, father, brothers, sisters, grandmother, grandfather, mother-in-law, father-in-law and immediate in-laws, which consists of brother-in-law and sister-in-law.

Each employee shall be entitled to use three (3) days of his sick bank for personal business and it shall be charged to his sick bank balance. Personal days shall not be grouped with other days off except in the event of an emergency. The employee, except in the case of an emergency, shall give the Chief of Police ten (10) days notice of the intention to use a personal day. In the event of any emergency, the employee shall notify the Chief of Police. In the absence of the Chief of Police, the Shift Commander shall be notified.

6. TERMINAL LEAVE

A. Each employee shall be entitled to a terminal leave upon reasonable written notice to the Borough of his intention to retire if he shall have completed twenty-five (25) years of service. Employees shall be

entitled to compensation for sick time benefits in the year of retirement on a prorated basis as of the date of retirement. The compensation due the retiree subject to the provisions of terminal leave as defined in this paragraph shall be paid to retiree in a single lump sum payment. Further, if in the event the State of New Jersey adopts a proposed twenty (20) years of service and early retirement plan, the terminal leave defined herein shall be pro-rated accordingly. At the employee's option, the terminal leave payment may be paid in two (2) separate compensatory years in equal installments with the understanding that the employee is not entitled to any fringe benefits during this period. The notice must be given by the employee to the Borough prior to March 15th in the year which the employee intends to retire. No terminal leave payment will be made until after the expiration of a period of ninety (90) days from the date the employee submits written notification of his intension to retire. Notwithstanding the manner of payment described herein, the employee's benefits herein shall cease upon the Borough accepting the employee's application for retirement and further upon the completion of active duty by the employee.

B. SCHEDULE A (5-2)

The period of time to be allotted shall be determined by his personal

balance of sick time up to a maximum of one hundred thirty (130) working days (1040 hours). Employees shall be entitled to compensation for sick time benefits in the year of retirement on a prorated basis as of the date of retirement.

C. SCHEDULE B (12 HOUR SHIFT/MODIFY PITMAN)

The period of time to be allotted shall be determined by his personal balance of sick time up to a maximum of eight-seven (87) working days (1040 hours).

ARTICLE XIV - HOSPITAL AND MEDICAL COVERAGE

A. It is further understood and agreed by and between the parties hereto that the employees herein shall be enrolled in the New Jersey State Health Benefit Program consisting of hospital and medical benefits for themselves and their dependents under a program now referred to as the New Jersey State Health benefit Program. Each employee herein shall receive a copy of the pamphlet which outlined in detail all coverage provided by the Borough herein. The State Health Benefit Program currently consists of four (4) plans consisting of NJ Direct 10, NJ Direct 15, Aetna HMO and CIGNA Healthcare. The Borough offers each of these plans to the employees herein. The Borough will pay all premiums for employees enrolled in the NJ Direct 15 Plan. If the employee chooses any other plans offered by the State Health Benefit Program, the employee shall be responsible for and shall satisfy the difference in the premium costs through bi-weekly payroll deductions.

It is further understood and agreed by and between the parties hereto that PBA shall continue to be enrolled in the "Prescription Program", consisting of benefits for themselves and their dependents. Each employee of PBA who has not previously received the appropriate literature which outlines in detail all the coverage provided by the Borough herein shall be

provided said literature.

C. It is further understood and agreed by and between the parties hereto that PBA shall continue to be enrolled in the existing Life Insurance Program presently maintained by the Borough in the amount of \$15,000.00 per employee. Each employee of PBA who has not previously received the appropriate literature which outlines in detail all the coverage provided by the Borough herein shall be provided said literature.

D. It is further understood and agreed by and between the parties hereto that PBA shall continue to be enrolled in the existing "Dental Plan" consisting of benefits for themselves and their dependents.

E. It is further understood and agreed by and between the Borough and PBA that the present Eyeglass Plan maintained by the Borough which reimburses up to \$200.00 per employee, spouse and dependents (up to age of 18) per year and upon the submission of a paid receipt from the employee, said employee will be reimbursed up to specified sum of \$200.00 shall continue.

F. It is expressly understood and agreed by and between the Borough and PBA that if the Borough presents to the PBA a new Hospital, Medical, Dental and/or Prescription Plan during this contract which is the same as, or an improvement over, the existing plan, the PBA shall consider

same. If the details of said plan can be mutually agreed upon, said plan shall be substituted herein. If the Borough and PBA cannot mutually agree upon said plan, the current plans specified herein shall remain as is.

The Borough and PBA have agreed that the prescription plan shall be as follows:

1. \$1.00 per prescription for generic drugs for a one (1) month (30 day) supply.
2. \$5.00 per prescription for brand name drugs for a one (1) month (30 day) supply.
3. \$1.00 per prescription for generic drugs and \$5.00 per prescription for brand name drugs for all mail in prescriptions for a three (3) month (90 day) supply.

Notwithstanding the above, the Borough and PBA have agreed that it shall be within the Borough's discretion to increase the prescription plan to \$5.00 per prescription for generic drugs and \$10.00 per prescription for brand name drugs as previously agreed to by the parties. It shall also be within the Borough's discretion to increase the annual deduction on the health care coverage as mandated by the State Health Medical Plan. It shall also be within the Borough's discretion to increase the annual deduction on the health care coverage to \$200.00.

ARTICLE XV - NO STRIKE AND NO LOCKOUT PLEDGE

A. During the term of this contract, the PBA agrees on behalf of itself and insofar as is legally possible on behalf of each of its members, that there will be no strike of any kind, and the Borough agrees that it will not cause any lockout.

B. The PBA covenants and agrees that neither the PBA 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, walkout, or other job action against the Borough government, or its citizens. The PBA agrees that such action would constitute a material breach of this contract.

C. Nothing contained in this contract 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 PBA or its members.

ARTICLE XVI - AGENCY SHOP

A. Any permanent employee in the bargaining unit on the effective date of this contract who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join 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 with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Borough 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's entitlement to the representation fee shall continue beyond the termination date of this contract 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 Borough.

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.

ARTICLE XVII - DEDUCTIONS FROM SALARY

A. The Borough agrees to deduct from the salaries of its employees covered by this contract dues which said employees individually, voluntarily and in writing authorize the Borough to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. 52:14-15(9)(e).

B. If, during the life of this contract there should be any change in the rate of membership dues, the PBA shall furnish to the Borough written notice thirty (30) calendar days prior to the effective date of such change.

C. The PBA will provide the necessary "Check Off Authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Borough.

D. The PBA will 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 the salary deduction authorization forms submitted by the PBA to the Borough unless such action taken by the Borough is not in strict compliance with the authorization forms submitted.

ARTICLE XVIII - COLLEGE INCENTIVE PAY

A. The Borough and the employees agree to the following college credits schedule which shall be retroactive to January 1st.

30 credits	\$250.00 per year
60 credits	\$500.00 per year
90 credits	\$750.00 per year
Degree	\$1,000.00 per year
Masters Degree	\$1,200.00 per year

B. Employee is to be paid by one (1) lump sum check prior to December 31st of the pay year .

C. Upon attaining degrees, payments shall be added to employee's salary, divided equally per pay check. This shall not be construed to increase the base salary.

D. All college credits towards a recognized college degree shall qualify for incentive pay.

ARTICLE XIX - FULLY BARGAINED PROVISIONS

A. This contract represents and incorporates the complete and final understanding and settlement of the issues covered herein which were the subject of negotiations. This paragraph shall not be considered a waiver of any rights guaranteed by the New Jersey Employer-Employee Relations Act.

B. This contract shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XX - SEVERABILITY

If any provision of this contract or an application of this contract to any employee or group of employees is held invalid by operation of law, or by a Court or other tribunal of competent jurisdiction, such provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXI - PRESERVATION OF RIGHTS

A. The parties agree that the Borough agrees that all benefits, terms and conditions of employment relating to the status of the Borough Police Officers, which benefits, terms and conditions of employment are not specifically set forth in this contract, shall be maintained at not less than the highest standards in effect at the time of collective bargaining negotiations between the parties leading to the execution of the contract. All existing benefits, rights, duties obligations and conditions of employment applicable to any police officer pursuant to any rule, regulations, instruction, directive, memorandum, statute, or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE XXII - GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of this contract.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. DEFINITION

For the purpose of this contract, the term “grievance” means any complaint, difference or dispute between the Borough and any employee with respect to the interpretation, application or alleged violation of the terms and conditions of this contract, policies and administrative decisions affecting them, and may be instituted by an individual, or the PBA on behalf of an individual or individuals and/or the Borough. Minor disciplinary actions shall be subject to this grievance procedure. Minor discipline shall be defined as those matters where the penalty imposed is ten (10) days of suspension, or equivalent fine, or any lesser penalty.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this contract, and shall be followed in its entirety. It is understood that any Borough action which may constitute a violation of this contract may only be raised by way of this procedure, this being the sole and exclusive method of resolution.

D. FAILURE TO RESPOND

1. Failure to respond at any step in this procedure by the Borough or its agents, shall be deemed to be a negative response, and upon the termination of the applicable time limits, the grievant may proceed to the next step.

2. Time limits may be extended by the parties by mutual written agreement, and all days shall refer to calendar days.

3. The Borough reserves the right to file, in writing, a grievance on its behalf with the Executive Board of the PBA , which shall conduct a conference with the representatives of the Borough within ten (10) days of filing of the grievance.

a. An aggrieved employee, or the PBA on behalf of an aggrieved employee or employees, or the Borough, shall institute action under the provisions hereof, within ten (10) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the

differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

b. The supervisor shall render a decision within five (5) working days after receipt of the grievance.

E. STEP TWO

In the event a satisfactory settlement has not been reached, the employee or the PBA shall, in writing and signed, file his grievance with the Chief of Police, within five (5) working days following the determination at STEP ONE.

2. The Chief of Police shall render a written decision within five (5) working days from the receipt of the grievance.

F. STEP THREE

If the Association wishes to appeal the decision of the Chief of Police (or the Deputy Chief in charge if the Chief is absent), it shall be presented in writing to the Borough's governing body or its delegated representative within ten (10) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The employer's governing body, or its delegated representative, may give the

PBA the opportunity to be heard and will give his decision in writing within twenty (20) working days of receipt of the written grievance. The Municipal Clerk shall be the designated agent for acceptance of grievance.

G. STEP FOUR

1. If no satisfactory resolution of the grievance is reached at STEP THREE within ten (10) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the Rules of said Commission.

2. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the employer's governing body or its representative on the grievance.

3. The Arbitrator shall have no power to modify, alter or amend the provisions of this contract, shall be bound and limited by the submission presented him by the parties, shall set forth his findings of fact and conclusions of law, and shall be bound by the provisions of State and Federal law.

4. The cost of the Arbitrator shall be shared equally by the parties.

5. Employees covered by this contract shall have the right to

process their own grievance without representatives.

6. The cost of the Arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as he may incur.

7. Only the PBA and/or the Borough shall have the right to submit a matter to arbitration.

8. The Arbitrator's award shall be binding.

ARTICLE XXIII - PBA BUSINESS

A. SCHEDULE A (5-2)

The PBA Delegate, or his designee, will be entitled to a maximum of twenty (20) eight (8) hour tours per year and the PBA President will be entitled to a maximum of six (6) eight (8) hour tours for the sole and exclusive purpose of attendance at meetings, including conferences, which are scheduled by the State, County or Local PBA . The granting of said time off shall be conditioned upon the PBA President, PBA Delegate or his designee giving two (2) weeks prior notice to the Chief of Police. The granting and use of said time off will only be denied in the event of a clear and present danger confronting the Police Department.

The aforementioned business time shall not be diminished by time spent at meetings which are scheduled by the Borough.

B. SCHEDULE B (12 HOUR SHIFT/MODIFY PITMAN)

The PBA Delegate, or his designee, will be entitled to a maximum of thirteen (13) twelve (12) hour tours per year and the PBA President will be entitled to a maximum of four (4) twelve (12) hour tours under the same terms and conditions as set forth in Paragraph A. These days are to be taken in blocks of twelve (12) hours for the sole and exclusive purpose of attendance at meetings, including conferences, which are scheduled by the

State, County or Local PBA . The granting of said time off shall be conditioned upon the PBA President, PBA Delegate or his designee giving two (2) weeks prior notice to the Chief of Police. The granting and use of said time off will only be denied in the event of a clear and present danger confronting the Police Department.

The aforementioned business time shall not be diminished by time spent at meetings which are scheduled by the Borough.

ARTICLE XXIV - DEPARTMENTAL INVESTIGATIONS

In an effort to ensure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the department shall be at a reasonable hour, preferably when the member of the department is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at the Police Headquarters or the location where the incident allegedly occurred.
3. The member of the department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the department is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
6. At every stage of the proceedings, the

Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative.

7. In cases other than departmental investigations, if an officer is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his right pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

9. No employee covered by this contract shall be subjected to any urinalysis or blood screening unless one of the two (2) circumstances exist: (1) Where the employer has probable cause to suspect that there is a job-related individualized impact with respect to the specific employee being tested. (2) Where the urinalysis or blood testing is done as part of a bona fide annual physical examination which is done for the entire Police Department.

10. Under no circumstance shall the employer offer or direct the taking of a polygraph or voice print examination for any employee covered by this contract.

ARTICLE XXV - INSURANCE

The Borough will indemnify all employees by this contract from civil suits arising out of the performance of their duties including but not limited to the following: false arrest, malicious prosecution, libel, slander, defamation of character, privileged occupancy and the invasion of civil rights.

Employees covered by this contract shall be fully indemnified and defended by the Borough for all circumstances in which the employee renders first aid, whether on duty or off duty.

ARTICLE XXVI - OUTSIDE OVERTIME

All requests for services of a police officer while off duty that may be addressed to the Borough shall be forwarded to the Police Department for posting. The Borough agrees to require a police officer on all contracting jobs done within the Borough where a road opening or street obstruction is involved. Any time there is a road opening or significant street repair as determined by the Chief of Police or his designee, the Borough agrees to require as a condition of the letting of the job that the contractor agree to provide at least one (1) police officer to provide public safety and security at the location of the work site.

The Borough further agrees that all monies received from such contracting work shall be paid through the Borough's payroll process and the law enforcement officer while so employed shall be treated in all respects as an employee of the public Borough. The Borough, in order to cover its share of increased payroll taxes and any other costs related to this article, shall receive a portion of the amounts paid for such contracting work. The portion of the proceeds which will be retained by the Borough shall be determined by an analysis prepared by the Municipal Clerk and/or the Municipal Auditor.

ARTICLE XXVII - TERM AND RENEWAL

This contract shall be in full force and effect as of January 1, 2009, except where otherwise provided herein, and shall remain in effect to and including December 31, 2011. This contract shall remain in full force and effect until a successor agreement is executed. Not less than forty-five (45) days prior to the expiration of the contract in 2011, the Chief of Police, a PBA representative and the Borough shall meet and evaluate the Pitman Schedule.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures.

ATTEST:

BOROUGH OF TOTOWA

JOSEPH WASSEL, RMC
MUNICIPAL CLERK

JOHN COIRO
MAYOR

ATTEST:

PBA LOCAL NO. 80 OF THE
BOROUGH OF TOTOWA
POLICE DEPARTMENT

PTL. JOSEPH TOMASELLO
SECRETARY

PTL. KEVIN FITZGERALD
PRESIDENT

Appendix "A"

The parties hereto have mutually agreed upon the salaries for the four (4) year contract as follows:

1. Salaries for Patrolman

	<u>Eff.</u> <u>1/1/09</u>	<u>Eff.</u> <u>1/1/10</u>	<u>Eff.</u> <u>1/1/11</u>
Grade 1	\$98,698	\$102,863	\$107,204
Grade 2	\$89,069	\$92,828	\$96,745
Grade 3	\$79,440	\$82,792	\$86,286
Grade 4	\$69,811	\$72,757	\$75,827
Grade 5	\$60,182	\$62,722	\$65,369
Grade 6	\$50,553	\$52,686	\$54,910
Probationary	\$24,620	\$25,659	\$26,742

Each appointee shall serve a probationary period of six (6) months. All probationary patrolman shall be elevated to Grade VI upon completion of training at an approved Police Academy and upon the expiration of the six (6) month period. In the event that the patrolman completes the Academy prior to the expiration of the six (6) months, the employee shall serve the remainder of the probation period prior to being elevated to Grade VI. For the purpose of being elevated to further grades, same shall

be the anniversary date of completion of probation and subsequently, yearly thereafter based upon the recommendation of Chief of Police. However, for the purpose of determining other benefits granted to employees, the date of initial employment shall be used to determine those benefits.

II. Salaries for Sergeants, Lieutenants and Captains

	<u>2009</u>	<u>2010</u>	<u>2011</u>
Captain	\$12,326	\$117,066	\$122,006
Lieutenant	\$107,228	\$111,753	\$116,467
Sergeant	\$102,801	\$107,140	\$111,661

III. PERCENTAGE YEARLY INCREASES

<u>YEAR</u>	<u>PERCENTAGE INCREASE</u>
2009	4.22%
2010	4.22%
2011	4.22%