

AGREEMENT

AGREEMENT, dated the 9th day of October, 2003 by and between the **BOROUGH OF BUENA**, a municipality of the County of Atlantic, in the State of New Jersey, (hereinafter referred to as the "Borough"); and the **VINELAND/BUENA POLICEMAN BENEVOLENT ASSOCIATION LOCAL 266** (hereinafter referred to as the "Association").

ARTICLE ONE

PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J.S.A. 34:13A-5.1, etc. and as amended) of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the Borough and the employees; to prescribe the rights and duties of the Borough and employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interests of the people of the Borough of Buena and its employees and the Borough.

ARTICLE TWO

RECOGNITION

It is the intention of the parties that this Agreement be construed in harmony with the Rules and Regulations of the State of New Jersey Department of Personnel, Chapter 303 of the Laws of 1968, as amended, the Statutes of the State of New Jersey, the Ordinances of the Borough of Buena, and the Rules and Regulations of the Police Department, but, no Ordinance of the Borough or rule and regulation of the Department shall amend or alter any agreed upon term of this contract.

The Borough recognizes the Association as the sole and exclusive representative of those certain employees in the Police Department of the Borough of Buena for the purpose of collective negotiations concerning salaries, wages and other terms and conditions of employment. For the purposes of this Agreement, an employee or employees are those employees in the following titles pursuant to the certification Docket No. RO-97-51 by the State

of New Jersey, Public Employment Relations Commission dated November 26, 1996, as authorized by the New Jersey Employer-Employee Relations Act of 1968, as amended, as follows:

All police personnel serving in the grade of full time Patrolmen of the Borough of Buena, but excluding the Chief of Police, Sergeants, professional employees, confidential employees, craft workers, dispatchers and supervisors within the meaning of the Act.

ARTICLE THREE

MANAGEMENT RIGHTS

All of the authority, rights and responsibilities possessed by the Borough are retained by it.

Subject to the terms of this Agreement, it is the right of the Borough through and by the Director of Public Safety and the Chief of Police to determine the standards of service to be offered by its employees; determine the standards of selection of employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the amount of overtime to be worked; determine the methods, means and personnel by which its operations are to be conducted; determine the content of work assignments; schedule the hours; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work in conformance with the laws of the State of New Jersey and the United States of America.

ARTICLE FOUR

P.B.A. REPRESENTATIVES

A. Pursuant to 40A:14-177, the BOROUGH agrees to give a leave of absence with pay to duly authorized representatives of the PBA to attend any State or National convention of such organization provided seventy-two (72) hours written notice is give to the Chief of the Department. A certificate of attendance at the State Convention shall, upon request, be submitted by the representative so attending. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention.

B. Authorized representatives of the Association, whose names shall be filed in writing with the Director of Public Safety, shall be permitted to visit Police Headquarters or the Office of the Director of Public Safety, for the purposes of processing grievances. This right shall be exercised reasonably. The Association representation shall not interfere with the normal conduct of the work of the Police Department and Association representatives shall not be unreasonably denied access to any employee seeking the assistance of the Association or the Association seeking to confer with an employee/member.

C. The PBA representative may be released from duty with no loss of pay to attend the monthly PBA meeting if adequate manpower is available and his absence will not adversely effect operations as determined by the Chief of Police.

ARTICLE FIVE

**NONDISCRIMINATION PERSONNEL FILES AND
POLICE PERSON'S BILL OF RIGHTS**

A. Non Discrimination

Section 1: The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. Both the Borough and the Association shall bear the responsibility for complying with this provision of the Agreement.

Section 2: All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3: The Borough agrees not to interfere with the rights of employees to become members of the Association. There shall be no discrimination, interference, restraint or coercion by the Borough or any Borough representative against any employee because of Association membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended, or this Agreement.

Section 4: The Association recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

B. Personnel Files

Section 1: The employer agrees to maintain a personnel file for each employee covered under this contract and further agrees that such files will be maintained in a secure place. A police officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times provided that the Chief of Police or his designee is present at time of such inspection. Any request for such inspection shall be submitted to the Chief of Police prior to such inspection.

Section 2: Whenever a written complaint concerning an Officer of 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 if he so desires,

and he shall be permitted to place said rebuttal in his file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

C. Departmental Investigations

In an effort to insure 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 force shall be at a reasonable hour, preferably when the member of the force 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 force 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 force 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 decision 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.

ARTICLE SIX

NO-STRIKE PLEDGE

Section 1: The Association covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support any strike (e.g. the concerted failure to report for duty, or willful absence of any employees from their positions, 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. The Association agrees that such action would constitute a material breach of this Agreement.

Section 2: In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement, shall be deemed grounds for immediate termination of employment of such employee or employees.

Section 3: The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Borough.

Section 4: Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE SEVEN

WAGES

Section 1: The Borough agrees to increase the wages of employees during the term of this Agreement as follows:

January 1, 2003	3.0%
January 1, 2004	3.75%
January 1, 2005	4.0%

The employees hereunder shall be paid wages for the term of this Agreement as set forth in the schedule of wages which is annexed hereto as Schedule "A," and made a part hereof.

All wages shall be authorized by an appropriate Ordinance to be adopted by the Borough.

Section 2: Up Grading Pay For New Patrolman. Any new Patrolman hired on or after January 1, 2003 shall receive yearly wage increases in accordance with the Borough of Buena Wage Guide set forth on Schedule A, on the anniversary date of hire until such new Patrolman reaches the top Patrolman's salary listed in said wage guide. A new Patrolman shall become eligible for the step increase to top Patrolman's pay on January 1st of the year following the fifth (5th) year step increase. This provision shall not affect any Patrolman hired prior to January 1, 2003, each of whom shall be entitled to receive step increases in accordance with the wage guidelines set forth in Schedule A on the first day of each year.

Section 3: Longevity. All Police Officers who are employed by the Borough of Buena prior to July 1, 1994 will be paid longevity in addition to base salary commencing with the first full pay period of the anniversary month of appointment according to the following schedule:

- Starting 6th year 2% of top patrolman's base wage.
- Starting 10th year 3% of top patrolman's base wage.
- Starting 15th year 5% of top patrolman's base wage.

Starting 20th year 8% of top patrolman's base wage.

No Police Officer hired after July 1, 1994 will be entitled to longevity pay.

Section 4: Shift Differential. Any Police Officer covered by this Agreement shall be entitled to a fifty (\$50) cent per hour shift differential for each hour worked between the hours of 11:00 p.m. through 7:00 a.m .

ARTICLE EIGHT

VACATIONS AND PERSONAL DAYS

Section 1: All employees hereunder shall receive the following annual leave for vacation purposes, with pay in and for each calendar year, except as otherwise provided; up to one (1) year of service, one (1) working day's vacation for each two (2) months of service; after one (1) year and up to five (5) years of service, twelve (12) working days' vacation; after five (5) years and up to ten (10) years of service, fifteen (15) working days' vacation; and after ten (10) years of service, eighteen (18) working days' vacation.

Section 2: In order not to hamper proper and efficient police operations, both parties agree that scheduling of vacations shall be at the discretion of the Borough and the following conditions shall be observed in such scheduling:

(a) No employee shall be permitted to take more than one (1) consecutive week of vacation at one time unless approved by the Chief of Police, in advance.

(b) Vacation period assignments during June, July and August shall be based exclusively upon seniority among the employees.

(c) No employee shall be assigned more than one week vacation during June, July and August unless approved by the Chief of Police.

(d) Where in any calendar year the vacation or any part thereof is not granted and taken by reason of pressure of the Police Department's business, as determined by the Director of Public Safety or the Chief of Police, such vacation periods or parts thereof not granted shall accumulate and shall be granted and may be taken during the next succeeding calendar year only.

Section 3: An employee's rate of vacation pay shall be based on the employee's regular base rate of pay.

Section 4: Vacation pay will be granted to employees terminating their employment. The number of vacation days to be granted will be the proportional number accrued during the year of termination. In the event employment is terminated for any reason and, at the time of termination, the number of vacation days taken by the employee exceeds the number of vacation days actually accrued to the date of termination, the Borough shall be entitled to an adjustment at the time of termination.

Section 5: Personal Days.

(a) All employees under this contract shall be entitled to personal days as provided for in Section 5(b) of this article, which days may be utilized to enable an employee to attend to matters involving his or her immediate family, legal matters, or for other good cause as approved by the Chief of Police.

(b) Every Police Officer shall have four (4) personal days available for use, in accordance with the provisions of Section 5(a) of this article, during the term of this contract.

(c) Personal days shall not be cumulative, and those personal days allotted must be taken between January 1st and December 31st of each contract year.

(d) Personal days may only be taken upon approval of the Chief of Police, and whenever possible at least three (3) days' notice shall be given to the Chief of an employee's desire to utilize a personal day.

ARTICLE NINE

HOLIDAY PAY

Section 1: The following shall be recognized as paid holidays during the term of this contract:

New Year's Day	July 4th (Independence Day)
Martin Luther King's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
	Christmas Day

Section 2: The parties recognize that, due to the nature of police work, some employees of the police department are always required to work on each of the aforesaid holidays. An employee who is required to work a full eight (8) hour shift on any of the above designated holidays shall be entitled to be paid for such eight (8) hour shift at straight time rate, plus an additional holiday pay equal to eight (8) hours at straight time rate. If any of the above designated holidays fall on a non-duty day, said holiday shall be deemed to have fallen on a regular working day, and each employee who is not required to work shall be entitled to receive holiday pay at the rate of eight (8) hours straight time. An employee whose shift overlaps into the holiday and who therefore works less than four (4) hours shall be paid overtime if applicable.

ARTICLE TEN

SICK LEAVE

A. Service Credit for Sick Leave.

1. All employees shall be entitled to sick leave with pay as specified hereunder.
2. Sick leave for purposes herein is defined to mean an employee's absence from duty for one

of the following reasons:

- a. a personal illness by reason of which such employee is unable to perform the usual duties of his position; or
- b. exposure to a contagious disease; or
- c. a short period of emergency attendance upon a member of his immediate family seriously injured or ill and requiring the presence of such employee; or
- d. death in the immediate family.

For purposes of this agreement, "member of immediate family" is interpreted to mean a spouse, child, father, mother, sister, brother or other close relative.

B. Amount of Sick Leave.

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment; and fifteen (15) working days in every calendar year thereafter, said days accruing, as earned at the rate of one and one-fourth (1-1/4) days per month.

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

C. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that entitle him to sick leave, his shift commander shall be notified prior to the employee's starting time.

- (a) Failure to so notify his shift commander may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- (b) Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

D. Verification of Sick Leave.

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days or totaling more than ten (10) days in one calendar year, may be required to submit acceptable medical evidence substantiating the illness from a physician acceptable to the Borough. Furthermore, the Borough may require such an employee to be examined by the Borough designated physician at the expense of the Borough.

2. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required prior to the employee's return to work.

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

ARTICLE ELEVEN

DISABILITY LEAVE

If any employee is incapacitated and unable to work because of any injury sustained in the performance of his police duties, as evidenced by certificate of a Borough designated physician or other doctor acceptable to the Borough, he shall be granted in addition to his annual sick leave with pay or any accumulations thereof, leave of absence without pay for a period of thirty (30) calendar days or so much thereof as may be required, as evidenced by certificate of the Borough designated or accepted physician, but no longer than a period of which workmen's compensation payments are allowed.

If at the end of such thirty (30) calendar day period the employee is unable to return to duty, a certificate from the Borough designated or accepted physician shall be presented, certifying to this fact, and the employee may elect, if he or she so desires, to use all or any part of the sick leave accumulated to supplement compensation payments so that combined compensation payments and sick leave allowance will approximate the employee's regular basic wage or salary payment.

During the period in which the full salary or wages of any employee on disability leave is paid by the Borough of Buena, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the Borough of Buena by the insurance carrier or the employee.

Whenever the Borough designated or accepted physician shall report in writing that the employee is fit for duty, such disability leave shall terminate and such employee shall forthwith report for duty.

Furthermore, if an employee during the period of his disability is fit to perform "other" light duties, the Borough may, at its discretion, allow or require such employee to perform these light duties. The employee's ability to perform such light duties shall be determined by a Borough designated physician or other physician acceptable to the Borough.

Any employee on injury leave resulting from injury while on duty, shall continue to accrue sick leave credits while he remains on the payroll.

ARTICLE TWELVE

LEAVE OF ABSENCE

Any employee desiring leave without pay for personal reasons shall make a request in writing to the Director of Public Safety not less than two (2) weeks in advance of the dates for which such leave is desired, except in the event of an emergency, stating the reasons for the leave and the time requested. Leaves may be granted or denied at the discretion of the Borough.

Employees may not be gainfully employed during the period of such leave. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing.

ARTICLE THIRTEEN

OVERTIME

Section 1: Work performed prior to the commencement of a shift or work performed at the close of a shift shall not be considered overtime.

Overtime is hours worked when men are called in for a specific duty assignment from an off-duty or from between work shifts or when required to work in excess of fifteen (15) minutes after the end of a regularly scheduled shift.

Payment for overtime hours worked at the close of a shift shall be computed retroactively to the regular termination time of the shift, if in fact, work exceeds fifteen (15) minutes. If work does not exceed fifteen (15) minutes, no overtime pay is due. Furthermore, no overtime shall be worked nor shall any overtime be payable unless said overtime has been specifically authorized by the Chief of Police or his designee prior to its being worked.

Section 2: In the event an employee is required to work in excess of fifteen (15) minutes beyond the regular termination time of his shift, then in such event the hours worked in excess of fifteen (15) minutes shall be compensated for at the rate of time and one-half of his regular hourly base rate.

Section 3: In the event an employee is called in for a specific duty assignment while off-duty, such employee shall be paid for a minimum of two hours regardless of the time actually worked, at the rate of time and one-half of his regular hourly base rate of pay. In the event such duty assignment should exceed two hours, such employee shall continue to be paid at the rate of time and one-half of his regular hourly base rate of pay for all hours actually worked. This section shall not apply to Court appearances.

Section 4: Appearance in Municipal Court shall be with compensation to the employee. A patrolman who is required to appear in the Borough of Buena Municipal Court or in any other Municipal Court while on duty shall not receive additional compensation for such appearance. A Patrolman required to appear in the Borough of Buena Municipal Court or any other Municipal Court during off-duty hours shall be compensated at straight time rate for a minimum of four (4) hours, and a straight time rate for each hour in excess of four (4) hours. In the event an employee is required to appear during off-duty hours before any Grand Jury, in any Superior or other State Court, in any Federal Court, or at any New Jersey State Divisional Hearing outside the Borough of Buena, such employee shall be compensated at straight time for the hours spent at such hearing or shall be granted compensatory time off at the discretion of the Borough.

Section 5: Jury Duty

A regular full time officer who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid by the borough the difference between his job rate for eight (8) hours and the daily jury fee, subject to the following conditions:

- (a) When the jury service is completed prior to 1:00 p.m., the employee is required to telephone the Chief and report to work if requested.
- (b) Time lost because of jury service will not be considered for purposes of computing overtime.

- (c) The employee must notify the Chief immediately upon receipt of any communication regarding jury service.
- (d) No reimbursement of wages will be made for jury service during holidays or vacations.
- (e) At the Chief's request adequate proof must be presented of time served on a jury and amount received for such services.

ARTICLE FOURTEEN

HEALTH BENEFITS

1. The Borough agrees to provide each employee with health insurance as provided in the "New Jersey State Health Benefits Program." This coverage shall be fully paid by the Borough for all employees and their families, provided that any deductible shall be the specific responsibility of the employee.

2. The Borough agrees to provide each employee with a Dental Plan with an insurance company selected by the Borough containing coverages as determined by the Borough. In lieu of coverage under the Dental Plan provided by the designated insurance carrier, the Borough will permit employees to elect to accept payment directly from the Borough as follows: The Borough will pay One Hundred (\$100.00) Dollars for each single Police Officer, Two Hundred (\$200.00) Dollars for each married Police Officer, and Three Hundred (\$300.00) Dollars for each married Police Officer who has one or more children. For convenience of making payment, the aforesaid payments in lieu of the insured Dental Plan shall be added to and included with the clothing allowance set forth in Article 18.

3. Additionally, the parties acknowledge and agree that the Borough will provide all employees covered by this agreement with prescription drug coverage through the State Health Benefits Program in accordance with the terms and conditions of the program in which the Borough is enrolled. Employees shall be obligated to make co-pay payments in accordance with such program.

4. Life insurance coverage and a retirement plan are provided under the New Jersey Police and Fireman's Retirement System and in accordance with its requirements.

5. The Borough reserves the right to review and change the Health Benefit Coverages set forth above during this contract as long as the level of coverage provided is on balance appreciably comparable to the current coverages. Prior to any such change, the Borough will provide the PBA with thirty (30) days notice and will allow the PBA to review and compare the proposed new coverages with the current coverages.

6. Any Police Officer who elects special retirement with twenty (20) years of creditable service shall receive the same health insurance benefits as if he or she had retired with twenty five (25) years of creditable service under the provisions of Chapter 111 PL. 1973 as amended, including health benefits for surviving spouse and children to age 23.

ARTICLE FIFTEEN

DEATH BENEFIT

In the event that any officer covered by this contract dies in the performance of his or her duties, the Borough shall pay the sum of Ten Thousand (\$10,000) Dollars to such officer's estate. Such payment shall be in lieu of accumulated vacation, sick days, personal days, holiday pay or any other benefit provided for under this contract. Such payment shall be made regardless of the number or amount of accumulated vacation, sick days, personal days or holiday pay which may otherwise be payable to the officer under this contract. This provision shall not affect or limit any benefits to which such officer or such officer's estate may be entitled from the State of New Jersey or from the Police and Firemen's Pension Fund.

ARTICLE SIXTEEN

GRIEVANCES

Should any grievance arise during the term of this agreement, such grievance shall be submitted to the following procedure.

For the purpose of this agreement, a grievance is defined to be any controversy arising from the interpretation, application or violation of policies, agreement, and administrative decisions which affect any member of the bargaining unit and their terms and conditions of employment. This Grievance Procedure, however, is not intended to provide for the appealability of Disciplinary Actions.

Step 1. The employee shall submit his grievance in writing within five (5) days after the occurrence of the grievance, in duplicate, to the PBA Representative who, in turn, shall forthwith file one copy with the Chief of Police and said PBA Representation shall forthwith attempt to settle the matter of the grievance with the said Chief of Police. Failure to file his grievance in writing as aforesaid shall bar the employee from the right to proceed further with any grievance.

If the grievance is filed in writing as hereinbefore provided and the matter taken up between the PBA Representative and the Chief of Police fails to produce an amicable settlement of the matter, the grievance shall then proceed to Step 2.

Step 2. If no adjustment has been reached at Step 1, then within five (5) days after Step 1, the PBA Representative shall take the matter up with the Director of Public Safety and every effort shall be made to reach a mutually satisfactory solution. Failure of the Director of Public Safety to resolve the matter within thirty (30) days shall constitute a denial of the grievance.

Step 3. In the event the grievance is not resolved at the second step, the PBA or the Borough may refer the matter to impartial binding arbitration. Any party wishing to remove a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the employer and the employee. If the Borough and the employee cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and any such rules and regulations as may be in effect by the Civil Service Commission of the State of New Jersey which might be pertinent, and render his award in writing, which shall be

final and binding. The cost of the arbitrator's fee shall be shared equally by the Borough and the PBA. Any representative or officer of the PBA required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration.

The Borough and the PBA specifically agree that grievance matters shall proceed to arbitration only if submitted by the Borough or the PBA.

It is specifically agreed and understood that the grievance procedure shall not apply to any alleged violation by an employee of any rules, regulations and policies for the direction of the working force of the police department as promulgated by the Borough or its designated representatives pursuant to the management rights clauses of this Agreement. The Association agrees that the adoption and promulgation of any such rules, regulations and/or policies is within the absolute prerogative of the Borough.

Notwithstanding any procedures for the resolutions of disputes, controversies or grievances established by any other statute, the grievance procedures herein established by this Agreement between the Borough and the Association shall be utilized for any dispute covered by the terms of this Agreement or affecting the employees covered hereunder.

ARTICLE SEVENTEEN

TRAINING REIMBURSEMENT

The Borough may require a police officer hired after the date of the signing of this agreement to execute a personal contract with the Borough to provide, subject to N.J.S.A. 40A:14-178, that in the event the Borough pays for the Police Basic Training required by that officer to obtain a police training certificate, he will agree to remain employed by the Borough for a period of three (3) years. If such officer leaves at any time during the first full year of employment after the completion of training, he shall reimburse the Borough the full cost of his training; if he leaves at any time during the second full year of employment after the completion of training, he shall reimburse the

Borough two-thirds of the costs of his training; if he leaves at anytime during the third full year of employment after the completion of training, he shall reimburse the Borough one-third the cost of his training.

ARTICLE EIGHTEEN

CLOTHING MAINTENANCE ALLOWANCE AND INCENTIVE PAYMENTS

Section 1. Clothing Maintenance Allowance, Officers. Every officer covered by this contract shall receive an annual clothing maintenance allowance during the term of this Agreement as follows:

2003	\$525.00
2004	\$550.00
2005	\$575.00

Section 2. Clothing Maintenance Allowance, Detective. In lieu of the allowance set forth in Section 1, the police officer assigned to the position of detective in the Borough of Buena Police Department shall receive an annual clothing maintenance allowance during the term of this Agreement as follows:

2003	\$600.00
2004	\$625.00
2005	\$650.00

Section 3. Payment of Clothing Maintenance Allowance. The clothing maintenance allowance provided for in Section 1 and Section 2 above shall be paid in a lump sum during the first pay period in December, and shall be considered as a reimbursement for expenses incurred by such officer or detective for cleaning and maintaining his police officer's uniform, or other clothing worn during his or her shift. Such clothing maintenance allowance shall be considered as a reimbursement of expenses incurred by such officer or detective, and shall not be subject to federal or state deductions. The clothing maintenance allowance payments shall be increased for each officer or detective to include the payments required by the provisions of Article 14.

Section 4. College Degree Pay/Reimbursement for College Credits. Upon earning an associate's degree from an accredited junior college, college or university an officer shall be entitled to an additional One Hundred Fifty (\$150.00) Dollars for that year and for subsequent years. Upon earning a baccalaureate degree from an accredited college or university, an officer shall be entitled to an additional Three Hundred (\$300.00) Dollars for that

year and for subsequent years. However, the college pay shall not be due for both degrees but instead the Three Hundred (\$300.00) Dollar pay for the baccalaureate degree shall supersede the entitlement for an associate's degree for those officers who have earned both degrees. A true copy of the degree shall be submitted to the Borough before any entitlement is due.

In addition, the Borough agrees to reimburse Police Officers for college courses completed during the calendar year at the rate not to exceed Eighty (\$80.00) Dollars per credit up to three (3) credits for the first calendar year and up to six (6) credits for subsequent years. A true copy of the tuition receipt and grade transcript from the junior college, college or university shall be submitted by the officer to the Borough before any reimbursement is due. Furthermore, reimbursement is contingent upon the officer earning a "B" grade or equivalent for each course in which reimbursement is requested.

Section 5. EMT Incentive Pay.

The Borough encourages employees to secure EMT Certification on their own time. The Borough agrees to pay the out of pocket charge for attending classes upon prior approval of the cost by the Chief. Effective for calendar year 2003 and each calendar year thereafter, any employee who is certified by the New Jersey Department of Health as an Emergency Medical Technician shall be entitled to One Thousand (\$1,000.00) Dollars per year. The Borough agrees to pay the above EMT stipend on or about the first pay in December. In order to be entitled to the EMT Stipend, the officer must maintain his/her certification. In the event an officer loses his/her EMT Certification the amount to be paid shall be pro-rated to reflect payment for only the period during which the EMT Certification was in effect. The Borough reserves the right to require proof of satisfactory completion of a certification course for any employee entitled to the stipend.

ARTICLE NINETEEN

SEVERABILITY

In the event that any Federal or State legislation, Governmental regulations or Court decisions causes any article of this agreement or part thereof to become invalid, illegal or unlawful, all the articles and sections not effected shall remain in full force and effect, and the parties shall renegotiate any articles effected.

ARTICLE TWENTY

FULLY BARGAINED PROVISIONS

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

ARTICLE TWENTY-ONE

DEFENSE OF EMPLOYEES

In accordance with N.J.S.A. 40A:14-155, whenever an employee covered by this agreement is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties, the Employer shall provide said employee with the necessary means for the defense of such action or proceeding. In the event that an employee utilizes counsel other than that supplied by the employer, and fees and cost shall be agreed upon by the Attorney and the employer prior to the attorney performing such services.

The above does not apply for the defense of an employee in a disciplinary proceeding instituted against him by the employer or in criminal proceeding instituted as a result of a complaint on behalf of the employer. If any such disciplinary or criminal proceeding instituted by or on complaint of the employer shall be dismissed or finally determined in favor of the employee, he shall be reimbursed for the expense of his defense.

ARTICLE TWENTY-TWO

EQUIPMENT

The Borough will supply all reasonable and necessary equipment as determined by the Chief of Police to each new Police Officer hired full-time. Such equipment shall include all necessary items that each officer needs to perform his/her duties in a safe and professional manner as determined by the Chief of Police.

The Borough and the PBA agree that the safety of the employees and the public are essential in providing and maintaining police services to the public.

In this regard, all unsafe equipment as determined by the Director of Public Safety shall be either repaired or replaced as expeditiously as possible by the Borough.

All equipment deemed to be unsafe or unreliable should be reported to the Chief in writing upon reasonable discovery.

All issued uniforms and equipment shall be maintained in good condition by the officer, ordinary wear and tear excepted.

ARTICLE TWENTY-THREE

BULLET PROOF VESTS

During the term of this contract, all patrolmen will be required to wear a bullet proof vest while on duty. The vest will be supplied by the Borough of Buena. All vests which are currently utilized by the Borough of Buena will be replaced at the time of expiration based upon the expiration date stated by the manufacturer.

ARTICLE TWENTY-FOUR

FUNERAL LEAVE

In the event of death in an employee's immediate family, the employee shall be granted leave of three (3) funeral days, without loss of pay. The term "immediate family" shall include Father, Mother, Father-in-law, Mother-

in-law, Grandparents, Sister, Brother, Spouse, Child, Foster child, Brother-in-law, Sister-in-law or any relatives residing in the household.

ARTICLE TWENTY-FIVE

TERM AND RENEWAL

This agreement shall be in full force and effect upon adoption of a Resolution by the Council of the Borough of Buena approving same, and upon execution by the Officers of the Borough and the Officers of the VINELAND/BUENA PBA Local 266. This Agreement shall be in full force and effect for a period of three (3) years, retroactive to January 1, 2003 until December 31, 2005 and from year-to-year thereafter, under the same terms as for year 2005 unless one party or the other gives notice, in writing, at least one-hundred twenty (120) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers the day and year fist above written.

ATTEST:

BOROUGH OF BUENA

MARYANN CORALUZZO
BOROUGH CLERK

JOSEPH BARUFFI
MAYOR

WITNESS:

VINELAND/BUENA POLICEMAN
BENEVOLENT ASSOCIATION LOCAL 266

By: _____

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SCHEDULE "A"

Borough of Buena Wage Guide

	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
Top Pay(100%)	43,104.54	44,397.68	46,062.60	47,905.11
5 th Yr. (95%)	40,949.31	42,177.79	43,759.46	45,509.84
4 th Yr (85%)	36,638.86	37,738.03	39,153.21	40,719.34
3 rd Yr. (75%)	32,328.41	33,298.27	34,546.96	35,928.84
2 nd Yr. (70%)	30,173.18	31,078.38	32,243.82	33,533.58
1 st Yr. (65%)	28,017.94	28,858.48	29,940.68	31,138.31
Academy (60%)	25,862.73	26,638.62	27,637.57	28,743.08