

COLLECTIVE BARGAINING AGREEMENT

by and between

THE BOROUGH OF PALMYRA, BURLINGTON COUNTY
NEW JERSEY

and

FOP Lodge #2
Palmyra Association/NJ FOP Labor Council

JANUARY 1, 2012 through DECEMBER 31, 2014

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AGREEMENT

THIS AGREEMENT, dated this _____, _____ shall remain effective until December 31, 2014, by and between the Borough of Palmyra, hereinafter called the "Borough", and the FOP Lodge #2, Palmyra Police Association/ NJ FOP Labor Council hereinafter called the "FOP" and shall be effective, retroactive for all purposes unless otherwise states herein to and from January 1, 2012 through December 31, 2014.

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ARTICLE 1

RECOGNITION

The Borough recognized the Police FOP as the exclusive majority representative for collective negotiations for all regular Patrolmen, Sergeants, and Detectives, excluding the Chief and Lieutenant of Police.

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ARTICLE 2

INTENT AND PURPOSE

2.1 It is the intent and purpose of the parties hereto, in entering this Agreement, to maintain and promote harmonious relations and close cooperation between the Borough and its Police Officers and to set forth herein the entire agreement to be observed by the parties hereto covering terms and conditions of employment.

2.2. This agreement shall be construed according to its written provisions without regard to any discussions or negotiations, written or oral, which parties had leading to or resulting in the execution of the agreement.

2.3 The Borough shall not discriminate in any way against any officer for Police FOP membership as long as this activity does not in any way disrupt normal operations of the Police Department.

2.4 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3

GRIEVANCE PROCEDURE

3.1 A "Grievance" is a claim by the FOP only based upon a question, dispute, or matter of complaint which concerns negotiable terms and conditions of employment.

3.2 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting Police Officers.

3.3 The Grievance Procedure for the FOP shall be as follows:

A. Level One: Within fourteen (14) calendar days of the occurrence of the event giving rise to the grievance, the FOP shall submit a written letter to the Chief of Police stating the grievance and suggesting a time for a meeting to discuss the said grievance. The Chief of Police shall conduct a meeting and render a written response to the grievance within fifteen days of the date the grievance was presented to him.

B. Level Two: Following receipt of the response of the Chief of Police, the FOP shall have fourteen days to make a written request for a meeting with the Public Safety Committee of Borough Council and the Chief of Police. In the event the Chief of Police does not respond within the fourteen calendar days for him to respond, the FOP shall file a written request with the Borough Council within fourteen days following the last date that the Chief could have responded. The Public Safety Committee shall hold a meeting with the FOP and the Chief and shall respond to the grievance within thirty days of receipt of the grievance.

C. Level Three: Within fourteen (14) calendar days of the response of the Borough Public Safety Committee or, in the event the Public Safety Committee did

not respond, within thirty days from the last day that the Public Safety Committee should have responded, the Police FOP shall make written request to the New Jersey Public Employment Relations Commission for binding arbitration. For good cause shown, this fourteen (14) calendar day period may be extended by an additional fourteen (14) days. An arbitrator shall be selected pursuant to the rules and regulations of the Commission. The decision of the arbitrator shall be final and binding. The arbitrator shall not have the power to add to, subtract from, or in any way modify the terms of the Collective Bargaining Agreement. Fees and expenses of the arbitrator shall be borne by the losing party, and, in the event of a "split" decision, fees and expenses of the arbitrator shall be borne equally by the parties. However, each party shall bear the expense of its own witnesses, exhibits, and attorneys or representatives. This arbitration procedure shall be the sole and exclusive remedy for resolution of grievances under this contract.

3.5 If the grievance is of such an emergent nature that it must be resolved at the Council level to maintain proper operation of the department, then all other levels of the grievance procedure will be omitted, and the Chief of Police will arrange a meeting with the Borough Council.

3.6 All time requirements set forth herein are to be strictly construed, and a failure to move the grievance to the next step or to file the grievance initially within the time requirements of this procedure shall be deemed an abandonment of the grievance.

3.7 Any grievance shall be represented at all steps of the grievance procedures by the FOP. When an officer is not represented by the FOP, the FOP shall have the right to be present and state its views at all stages of the grievance herein.

3.8 No reprisals of any kinds shall be taken by the Borough or any member of the Administration against any party in interest, any representative, any member of the FOP, or any other participant in the grievance procedure by reason of such participation.

ARTICLE 4

DISCIPLINARY ACTION

4.1 Borough Ordinance – 50-12 and Police Policy and Procedure Manual shall apply in disciplinary matters. The Borough of Palmyra and the Administration of the Police Department will follow a corrective and progressive disciplinary policy to ensure fairness and equality in disciplinary matters.

4.2 All meetings and hearings for dismissal and suspension, whenever possible, shall be conducted at the Borough Administration Building unless it is agreed by the Borough and the bargaining unit to hold said meeting or hearings at some other location.

4.3 All disciplinary action shall comply with the NJ State Attorney Generals Guidelines and relevant New Jersey State Statutes including but not limited to 40A:14-181, 40:A:14-147 and 52:17B-98 and court actions on disciplinary issues, in addition to rules and regulations of the Police Department. Appropriate notices shall be in writing and given with enough advanced time to permit the employee to obtain necessary counsel or representation. The notice shall include all relevant information of the alleged violation of conduct.

4.4 The accused officer shall have the right to be present at the hearing and to be accompanied and represented by some person of his own choosing, including an attorney-at-law at no expense to the Borough. He shall be confronted with the witness or witnesses against him; may cross-examine any and all of such witnesses; may testify in his own behalf; and may produce any other witness or witnesses in his behalf under oath, all of whom shall be subject to cross-examination. Any accused officer shall have the

right to have any fellow officer attend any such hearing as a witness and management will require such officer to attend.

4.5 The Public Safety Director shall render a written decision within ten (10) days, and the officer shall have the right to appeal from such decision to whatever agency necessary, in writing, of his intention so to appeal within (10) days next after the receipt by him of the intention of the hearing officer's decision. All hearings shall be taken down stenographically or by electronic recording. Such records shall be kept for a period of at least sixty days pending the outcome of the appeal. At the officer's request all records shall be made available to the Police FOP at its cost.

4.6 Any officer who is charged, either with a dismissal, suspension, demotion or fine shall have the right to be present at any hearing so scheduled by the Borough. The Officer prior to the hearing shall receive all written charges against him and the reasons for said action by the Borough. Whenever any officer is required to appear before the Chief of Police, or Borough Council of Palmyra, or any committee or any member thereof concerning any matter which could adversely effect continuation of that officer in his position, employment, or salary or any increments pertaining thereto, he shall be entitled to have a representative of the FOP or council of his choosing present to advise and represent him during such meetings or interview.

4.7 Letters of reprimand may be appealed through the chain of command in accordance with the law.

4.8 The Grievance Procedures may be used for disciplinary action involving fines and including a minor suspension of up to five (5) days. Discipline involving a suspension of over five (5) days shall not be appealable through the grievance procedure,

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but are appealable through the appropriate court of jurisdiction. An individual subject to minor discipline may also utilize the appropriate court process in place of the grievance procedure. The number of days of suspension represents working days not calendar days. Oral and written reprimands specifically are not subject to the grievance procedure process.

ARTICLE 5

POLICE ASSOCIATION REPRESENTATION

5.1 The Police FOP agrees to file in writing the name of authorized persons delegated to represent and handle Police FOP matters.

5.2 The Borough agrees to pay Police FOP representatives, who are on duty, for the time spent processing valid grievances, contract negotiations and/or the defense of an officer in a disciplinary action, limited to not more than two representatives at one time.

5.3 Representation Fee: Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within 30 days thereafter, any new permanent employee who does not join the Union within 30 days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within 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 by the Union. The Union may revise its certification of the amount of the representative fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Unions entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employee in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. This

representation fee is within the guidelines of NJS Title 34:13A-5.5 and 5.6 including a return demand system.

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

ARTICLE 6

MUTUAL COOPERATION

6.1 The Police FOP and Borough Council agree that mutual cooperation is necessary for the Police Department to carry out its public responsibility of maintaining a high level of service to the public.

6.2 The parties agree to resolve problems arising from differences through the Grievance Procedure contained herein.

6.3 The parties agree that the pursuit of harmonious relations between the Police FOP and the Borough Council is the continuing intent of the parties, recognizing the mutual responsibility of each party.

6.4 The Borough Council agrees that time provisions of this Agreement shall be carried out in all respects through the term of this Agreement and assures the Police FOP compliance by its officers or representatives.

6.5 The Police FOP agrees that this Agreement was reached in good faith and to abide by the terms and conditions of this Agreement through the terms of this Agreement.

6.6 The Police FOP further agrees that, during the term of this agreement, it shall cause no strikes, work stoppages, slow downs, or other acts of disharmony contrary to the intent of this Agreement, or law. The Police FOP agrees that it has full responsibility for any such acts on the part of its members.

6.7 In the event of any such acts enumerated in Section 6.6 of this Article, the Police FOP agrees that any and all such members so engaged shall be immediately

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subject to disciplinary or dismissal action. The Police FOP further agrees that it will immediately notify all its members that any such action is not sanctioned by the Police FOP and the Police FOP joins with the Borough in insisting that all officers cease and desist immediately.

6.8 The Police FOP further agrees that the Borough Council shall have any and all recourse in law to restore normal working operations, including action against individual officers, the Police FOP and its representatives.

6.9 In the event of "layoffs" due to economic and fiscal limitations on the Borough by law the Borough will follow NJS 40A:14-143.

ARTICLE 7

USE OF PROPERTY AND BULLETIN BOARDS

7.1 When requested in writing, the Borough Council will allow the Police FOP to conduct meetings on Borough property at the sole discretion of the Borough. In cases of emergency, a verbal request will be honored subject to a written confirmation being filed with the Council. The FOP NJ Labor Council Staff Representative may without formal written or verbal approval from the Mayor & Council meet with individuals of the FOP in the role of representative involving matters relating to the Agreement, including terms and conditions of employment. However, the FOP will notify the Chief of Police or designee verbally in advance of any such visitor.

7.2 The Borough will provide bulletin boards for use by the Police FOP for posting announcements and notices relating to meetings and official Police FOP business, which shall be non-political in nature. All notices shall be approved for posting and signed by an FOP officer of his designee.

ARTICLE 8

SAFETY AND WORKING CONDITIONS

8.1 The Police FOP and Borough Council mutually agree that the safety of our Police Officers and protection of our community is of the utmost importance, and, with this in mind both parties agree: A regular police officer may work up to sixteen (16) hours on a continuous shift if its including overtime as required by the department as approved by the Chief of Police or his designee.

8.2 All officers shall care for and make proper use of tools, equipment and clothing issued by the Borough. Destruction of, or abuse of property shall be cause for disciplinary action as outlined in the Police Manual. The Borough agrees to maintain all police equipment and patrol vehicles in the safest working condition at all times.

8.3 An officer shall notify his supervisor of all hazardous safety conditions of any equipment. Any equipment deemed hazardous by a supervisor shall be put out-of-service and the supervisor will notify the Chief of such action.

8.4 All overtime shall be pursuant to the specification of Article 11 of this Agreement.

ARTICLE 9

LEAVE OF ABSENCE

9.1 In the event of sickness or injury all officers covered under this agreement may be granted a leave of absence by the Director of Public Safety up to but not in excess of one year from the date of request. A leave of absence request due to sickness or injury shall be accompanied with a medical certification from a physician recognized in the State of New Jersey to practice medicine setting forth the diagnosis and recuperation time required. The Borough reserves the right to have its medical staff evaluate an officer on sick leave and have a second opinion rendered.

9.2 Leaves of absences for other than stated in Article 9 Section 9.1 are recognized and provided for in the Palmyra Police Department Police and Procedure Manual Volume #1 Chapter #11 Leave of Absence General Order 2010-18 dated July 14, 2010. This does not affect Article 14 of the incidental sick days an employee may utilize for common short term illnesses, as provided for in that Article.

9.3 The Chief of Police may allow the President or his designee for the Association/FOP to attend State FOP meetings while on duty providing the department does not incur overtime costs, and that there is adequate manpower working. The President or his designee may attend grievance hearings, PERC Hearings or meetings with the Borough about terms and conditions of employment or contract questions without loss of pay, so long as it does not cause overtime.

ARTICLE 10

PROMOTIONS

10.1 It is agreed the Borough retains the right to maintain efficiency of the operations by determining the methods, the means and the personnel by which such operations are conducted. All promotions shall be made in accordance with the requirements of an N.J.S.A. 40A:14-129 and 130.

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ARTICLE 11

HOURS OF WORK AND OVERTIME

11.1 The Borough shall regulate the hours of work the types of shifts and the classification and number of Police officers.

11.2 It is recognized that a tour of duty shall be (12) hours including two (2) paid 45 minute meal breaks and (2) fifteen minutes rest breaks. These breaks may be combined to two (2) one hour breaks at the discretion of the shift supervisor. The Chief of Police will attempt to scheduled work weeks so that the officers will generally maintain their normal tour of duty. This scheduling can only be done if safety of the Borough is assured and an adequate number of personnel is on each tour of duty in accordance with regularly accepted police standards. Officers assigned to an eight and one-half hour (8.5) hour shift shall be entitled to a paid one hour meal break. Officers assigned to a ten and one-half hour (10.5) hour shift shall be entitled to one (1) paid one hour meal break and two (2) fifteen minute rest breaks.

11.3 All officers assigned to the Detective Bureau are to be scheduled to work eighty (80) hours a pay period. These hours are to be set by the Chief of Police in accordance with regularly accepted police standards. Assignment to the Detective Bureau is a lateral assignment made by the Chief of Police.

11.4 If a vacancy occurs because of sickness, vacation or absence of an officer, or if additional officers are needed, the vacancy shall be filled after recommendations of the Chief of Police and the approval of the Director of Public Safety.

11.5 All officers covered under this agreement shall receive overtime pay for call back duty or extended tours of duty hours worked above and beyond the assigned

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working scheduled as so proclaimed by the Chief of Police during any declared emergency. All overtime hours in any given period of fourteen (14) consecutive days, beginning on Friday and extending to and including the second following Thursday, shall be paid at the rate of time and one-half with such payment being made in the following regular pay. Overtime shall be calculated on a weekly basis and shall be paid bi-weekly.

11.6 All personnel in the bargaining unit shall receive normal pay for any approved absences.

11.7 All full-time police officers who are called in for non-scheduled work will be guaranteed a minimum of three (3) hours work.

11.8 In the event of illness or absence, a police officer shall notify the Borough authorities at least two (2) hours before his scheduled reporting time. If the duration of the illness is not known, daily call-in for illness will be required. A doctor's certificate will be required after three (3) consecutive days absence.

11.9 A full-time officer off duty who must appear in Municipal Court on Borough Business shall receive overtime at the rate of time-and-one-half for all time spent in court. Such pay shall be calculated in the following manner: The officer shall start receive pay by signing in, this to be no more than one-half (1/2) hour prior to scheduled court starting time. He shall continue to receive overtime pay during all recesses and shall sign out at the conclusion of all his related cases and also will sign out for lunch or for personal time spent.

11.10 A full-time officer will have first option to work any unscheduled overtime on the basis of sergeant for sergeants, and patrolman for patrolman. Special

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officers or part-time patrolmen can be utilized when the full-time officers do not accept the offer to work overtime.

11.11 Comp Time may be accumulated pursuant to FLSA. Utilization is subject to the chief's approval. Any and all scheduled or unscheduled call in for duty such as but not limited to in-service schools, departmental training, special events, meetings, etc. or where compensatory time is being offered by the Chief of Police shall be at the discretion of the officer. The officer shall have the right to request overtime pay or compensatory time for the above listed items and compensatory time shall follow the guidelines of the Fair Labor Standards Act. Comp time shall be paid out at retirement at the rate the employee earned the comp time. Employees that are receiving comp time upon retirement shall receive a payment up to a 3 year period. Comp time may be only taken if not create overtime. Once reached maximum first time used shall be oldest time first.

11.12 The contract shall provide comp time of 104 hours annually. Employees hired between January 1, 2011 and December 31, 2011 shall receive 240 hours of comp time to be used by the end of this contract at a rate of no more than 104 hours per year. Should any employee hired during this period leave employment voluntarily they will forfeit any unused compensation time. If they leave employment during this period for a non-voluntary reason such as lay-off or disability retirement the amount shall be prorated. Employees hired after January 1, 2012 shall not receive the 104 hours and it should be recognized that their pay scale is based on an eighty-four (84) hour pay period. Employees hired after January 1, 2012 shall not receive the 104 hours. This comp time shall not be approved if it will create overtime. However, once approved, it will not be cancelled because someone else on the shift is absent. Comp time requests will not be

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unreasonably denied. No employee may accumulate more than 240 hours of compensatory time. Employees who have more than 240 hours currently shall be grandfathered. Any time above 480 must be paid under FLSA.

11.13 All sergeants are to be compensated with comp time for monthly staff meetings.

11.14 Officers working outside employment where payment is made to the Borough by outside contractors and the Borough making payment to the officers will be:

- A. 2012 - \$60.00 for all entities
- B. 2013 - \$65.00 for all entities
- C. 2014 - \$70.00 for all entities
- D. For non for profit Board of Education which fee shall be \$55.00 for life of contract.

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ARTICLE 12

SALARIES

SALARIES		01/01/12	01/01/13	01/01/14
		1.0%	1.75%	1.75%
Ptlm. D		66,986.91	68,159.18	69,351.97
Ptlm. E		69,673.85	70,893.14	72,133.77
Ptlm. F1	AFTER 5 YRS WITH DEPT	79,279.05	80,666.43	82,078.09
Ptlm. F2	AFTER 10 YRS WITH DEPT	80,010.33	81,410.51	82,835.19
Ptlm. F3	AFTER 15 YRS WITH DEPT	81,471.46	82,897.21	84,347.91
Ptlm. F4	AFTER 20 YRS WITH DEPT	82,201.33	83,639.85	85,103.55
Sergeant		83,266.53	84,723.69	86,206.35
Sgt. 1	AFTER 5 YRS WITH DEPT	86,042.27	87,548.01	89,080.10
Sgt. 2	AFTER 10 YRS WITH DEPT	86,835.55	88,355.17	89,901.39
Sgt. 3	AFTER 15 YRS WITH DEPT	88,420.67	89,968.03	91,542.47
Sgt. 4	AFTER 20 YRS WITH DEPT	89,213.95	90,775.19	92,363.76

Employees hired after January 1, 2011 shall work under the following salary guide.

SALARIES OFFICERS HIRED AFTER	JANUARY 1, 2012 1.0%	JANUARY 1, 2013 1.75%	JANUARY 1, 2014 1.75%
Police Academy Training	\$36,360.00	\$36,996.30	\$37,643.74
Academy Grad. Thru End Of First Year	\$39,901.79	\$40,600.07	\$41,310.57
Year 2	\$43,443.57	\$44,203.83	\$44,977.40
Year 3	\$46,985.36	\$47,807.60	\$48,644.23
Year 4	\$50,527.15	\$51,411.38	\$52,311.08
Year 5	\$54,068.94	\$55,015.15	\$55,977.92
Year 6	\$57,610.72	\$58,618.91	\$59,644.74
Year 7	\$60,654.30	\$61,715.75	\$62,795.78
Year 8	\$64,694.30	\$65,826.45	\$66,978.41
Year 9	\$68,236.08	\$69,430.21	\$70,645.24
Year 10	\$71,777.87	\$73,033.98	\$74,312.07
Year 11	\$75,319.66	\$76,637.75	\$77,978.91

12.1 All officers assigned to Detective shall receive a \$1,250.00 stipend prorated and added to salary.

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12.2 For each year of the contract, officers working in a higher job classification shall receive the equivalent pay scale for the higher classification, payable from the first day working in said higher job classification. Any promotion of an officer eligible for longevity increases will be at the level of longevity that the officer has at the time of promotion. Computed salaries included longevity and holiday pay.

12.3 All employees who are certified EMTs shall receive \$500 per year payable thirty (30) days after adoption of budget.

12.4 Pay checks will be available on Thursday no later than 16:30.

12.5 Officers hired after January 1, 2011 who are promoted to Sergeant shall be \$83,266.00 level and not entitled to Sgt. 1, 2, 3 and 4.

12.6 The Borough shall issue one paycheck to include all wages earned due to the officer, i.e. side work. Any compensation due an officer outside of salary and wages is to be issued in a separate check.

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ARTICLE 13

HOLIDAYS, HOLIDAY PAY AND LONGEVITY

13.1 The following holidays shall be recognized by the Borough:

- New Years Day
- Martin Luther King's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- July 4th
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- One-half day Christmas Eve
- Christmas Day
- One-half day New Year's Eve

13.2 Holiday pay shall be paid and included in the salaries of each officer.

13.3 Holiday pay will not be paid to any officer on a leave of absence without pay or who is on a suspended status.

13.4 Longevity will be paid at the following levels for employees hired prior to January 1, 2011 as reflected in the 5 step salary guide.

FIVE YEARS	3.5%
TEN YEARS	4.5%
FIFTEEN YEARS	6.5%
TWENTY YEARS	7.5%

Longevity pay will be included in the salary of the member and paid as part of the salary.

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ARTICLE 14

SICK LEAVE

14.1 Accumulated sick leave will not be credited to any officer prior to January 1, 1991 when officers became entitled to fifteen (15) sick days per year which could accrue without limit. Effective January 1, 1997, officers will be entitled to thirteen (13) sick days per year which may accrue without limit to those already accumulated from January 1, 1991. Any employee hired after January 1, 2011 shall receive an accrued sick time based on 48 hours in the first year of employment. In the second year of employment that accrual shall increase to 72 hours sick time per year and after the completion of the second year a total of 96 hours of sick time per year which shall accrue in each year, less if any used during the year earned.

14.2 Upon eligibility for police and fire pension benefits, for either service or disability reasons, unused accumulated sick days shall be paid at 60% of the officer's final salary value, not to exceed a total payment of \$15,000. Such payment shall be made upon the officer's actual requirement pursuant to the police and fire pension plan.

ARTICLE 15

PERSONAL HOLIDAYS

15.1 Members of the Palmyra Police FOP shall receive three (3) paid holidays per calendar year. Officers must notify the Chief and/or his designee a minimum of two (2) hours prior to the start of his/her shift the officer desires a personal holiday leave and approval must be given in accordance with the past practice. Employees hired after January 1, 2011 shall receive one paid holiday.

ARTICLE 16

VACATIONS

16.1 Permanent officers shall be granted vacation leave as follows:

1. Start to first year anniversary – six (6) hours per month-limit thirty six (36) hours
2. After one full year of employment – sixty (60) hours
3. After two full years of employment – one hundred and eight (108) hours
4. After six full years of employment – one hundred and fifty six (156) hours
5. After fourteen full years of employment – two hundred and twenty eight (228) hours.
6. Employees hired after January 1, 2011 shall receive under the followed schedule:

0-12 months = 60 hours earned 5 hours per month

After 1 year of service = 60 hours earned

After 2 years of service = 84 hours earned

After 6 years of service = 108 hours earned

After 7 years of service = 120 hours earned and 12 hours added in each subsequent year to a maximum of 228 hours.

16.2 In the event an officer desires to forego a vacation or part thereof, and wishes to serve a duty during that period, he is given the right to do so, however, notification of his desire to work during the vacation must be approved by the Chief of Police, and said approval will only be considered if an emergency state arises, threatening the safety of the Borough.

16.3 The scheduling of vacations shall be determined by the Chief so that there will be appropriate police coverage for the municipality at all times. Vacation pay will be

computed based on the annual salary of the officer. Vacation time for all officers will be scheduled and taken within the anniversary year it is earned.

16.4 In the event an officer terminates employment before the end of any calendar year, the total of the officer's vacation pay hereunder shall be paid on a pro rata basis.

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ARTICLE 17

MILEAGE

Mileage for Borough business shall be reimbursed at the IRS rate for the authorized of a personal vehicle when no Borough vehicle is available and with the prior approval of the Chief of Police or his designee.

ARTICLE 18

SENIORITY

A. Seniority is defined as the length of an officer's accumulated, continuous, permanent employment with the Borough. Seniority shall be the only determining factor in computing vacation time and longevity. Seniority Salary shall be determined by the length of time in each pay grade.

B. The employer reserves the right to with a new hire lateral employee to place said employee in the salary guide as the employer deems necessary or reasonable and including any other considerations the employer deems reasonable. However, the seniority issue in respect to layoff, vacation pick, and all other seniority based benefits to be of the employees hire date in the Borough of Palmyra.

ARTICLE 19

SHIFT DIFFERENTIAL

19.1 Shift differential should be paid in the period that is earned to all officers in the bargaining unit at the rate of 5%. Shift differential pay shall be paid for approved time worked between the hours of 1800 and 0600 or any part thereof for scheduled work hours.

ARTICLE 20

EDUCATION

20.1 The Borough will excuse from duty any officers who are taking continuing education courses or courses from a certified accredited college which is recognized by the State of New Jersey. All courses will be police related in nature and shall be approved as such by the Chief of Police. The Chief of Police will be notified of the request for financial compensation as soon as feasible prior to the semester and proceeding taking the courses to allow for budgeting process. Police related in the terms of this Agreement shall consist of any course required for a degree in the field of Police Science, Police or Public Administration, Language (other than English), Computer, Forensic Science or Law Enforcement. Employees are limited to one (1) course per term of the school year for the college attended. Employees hired after January 1, 2011 shall be eligible and limited to up to two courses per year. No more \$6,000.00 will be spent under the provisions of this Agreement for college courses only.

20.2 Upon the completion of the approved courses the officer will be reimbursed 100% of the basic tuition and college assessed fees, together with 100% for the cost of textbooks, providing the officer has maintained a passing grade. The employee agrees and acknowledges that if utilizing this program they are subject to continue employment for a period of two (2) years after the completion of the semester the credits were earned and in compensated for. This program is for employees with twenty (20) or less years of service and for officers who have a minimum of two years of employment with the Borough. It is further understood that if an employee leaves prior to the two years commitment all tuition and fees associated with this education benefit

shall be reimbursed in one lump sum payment and/or deducted from compensation due to the employee upon separation. This paragraph does not apply to an individual employee who is leaving on disability pension as approved by PFRS. Professional Training courses include any training approved by the Chief of Police or his designee that is offered at any police academy be it County, State, or Federal government, and may include private training courses relative to the enhanced of education or skills for better performance as members of the police department.

20.3 A. The Borough agrees to pay ten dollars (\$10.00) per credit to any police officer who has gained credit for approved college courses, with the provision that no credits will be considered for payment achieved prior to the officer's date of hire by the Borough. The Borough will make one \$10.00 payment for each approved credit and all parties agree that payment for credit are not to accrue in any fashion or carry through any future year.

B. Payment will be paid in the month of January of the following year after certification of the credits are made to the Director of Public Safety in writing.

C. The Borough will make payment of \$250.00 over Base Salary for an Associates Degree. \$500.00 over Base Salary for a Bachelor's degree, and \$750.00 over salary for a Masters Degree. Certification of the degree is made to the Director of Public Safety in writing in order for the payment to be made. Effective January 1, 2011 these payments shall be discontinued.

20.4 If an employee is exercising the provisions of this article, he shall use compensatory time for classes and the chief of police will reserve the right to assign

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someone from the detective bureau to perform the task for the period of time the employee is attending class.

ARTICLE 21

PAYROLL DEDUCTIONS

21.1 The Borough shall, upon request of an officer, make a prescribed payroll deduction from an officer's salary to two (2) designees: A. Palmyra Police FOP. B. Any bank.

21.2 The following format shall be used when requesting a payroll deduction and must be signed by the requesting officer: A. I, (name)_____ hereby authorize the Borough of Palmyra to deduct from my regular salary (amount)_____. This amount shall be forwarded from the Borough of Palmyra in my name to (designee) _____ effective _____ (start) _____ and terminating on _____ (end)_____.

(officer's signature)

ARTICLE 22

HEALTH AND WELFARE BENEFITS

22.1 The Borough agrees to provide the following Health and Welfare benefits as stated.

22.2 The Borough will indemnify and save harmless members of the FOP (regular officers) from civil liability for false arrest.

22.3 Whenever an officer of the Palmyra Police Departments is a defendant in any action or legal proceeding arising out of or directly related to the lawful exercise of police powers in the furtherance of his official duties, the Borough Council shall provide him with necessary means for the defense of such action or proceeding but not for his defense in a disciplinary proceeding instituted against him by the Borough Council or Police Chief or in a criminal proceeding instituted as a result of a complaint on behalf of the Borough. If any such disciplinary or criminal proceeding instituted by or on a complaint of the municipality shall be dismissed or finally determined in favor of the officer, he shall be reimbursed for the expense of the defense. The officer may select his own attorney but the Borough may limit his/her hourly rate to that of Town Solicitor.

22.4 The Borough shall contribute for each officer to the Police and Firemen's Pension System as required by law.

22.5 The Borough shall make payment and provide each retired officer and his/her spouse with benefits substantially the same or better than the State Health Benefits Plan. Provided however, that a member who was qualified for retirement under a State administered pension program with twenty-five (25) years of service or more and who has elected not to retire, who is still in the employment of the Palmyra Police

Department at the time of his death, his or her spouse shall be entitled to the same benefits as if the member had retired prior to his or her death. The spouse's benefits end at the age of Medicare eligibility. Employees hired after January 1, 2011 will be required to have 25 years of service in PFRS and a minimum of 20 years of service in the Borough of Palmyra in order to receive health benefits.

22.6 The Borough shall provide a fully paid \$30,000 Group Life Insurance Policy to all officers.

22.7 In the event that an officer wears safety eyeglasses or contact lenses prescribed by an Ophthalmologist or Optometrist, the Borough agrees to repair, replace or reimburse without cost to the officer any such appliance damaged in the line of duty. This provision shall not apply to non-prescription sunglasses. Safety eyeglasses or contact lenses prescribed by an Ophthalmologist or Optometrist will be supplied on the basis of one (1) pair per calendar year by the Borough. The Borough shall pay for one (1) eye examination each calendar year.

22.8 The Borough shall provide at no cost to any officer Bollinger Dental Policy #GD2589 (with orthodontics to \$1,000.00) or plans which are equivalent or better in levels of benefits to those provided under the above plans.

22.9 The Borough shall provide the State Health Benefit Plan and Prescription Plan. The Borough shall establish a Section 125 account allowing the employees to make this contribution with pre-tax dollars. Health insurance co-pays shall be pursuant to PL 2011 Chapter 78.

22.10 It is expressly agreed and understood by and between the parties that the Borough retains the right to change insurance carriers (i.e. opt out of State Health Benefit

Plan) for all insurance benefits provided to officers under this Agreement so long as the new plan provides substantially similar or better benefits.

22.11(a) In the event that a member of the Palmyra Police FOP comes under investigation by any agency other than the Palmyra Police Department, and this investigation requires the seizing or confiscation of the member's duty weapon, but does not yet involve criminal, administrative or other charges against the member, then the member will receive his full pay and benefits, including payments into the police and fire pension system, as per contract, during the investigation.

(b) Additionally, the member may be permitted to work administrative and/or transitional duty detail, if such duty is available for the member. Determination of the availability of the light duty detail administrative and/or transitional for the member in question shall be made by the Chief of Police, with the advice and consent of the Mayor and Council.

(c) The member may use his or her vacation time and sick time in lieu of the light duty detail, or if the light duty detail is not available to the member.

ARTICLE 23

CLOTHING AND MAINTENANCE ALLOWANCE

23.1 It is recognized that the officers in this bargaining unit are required to wear uniform in accordance with the department rules and regulations and that detectives are non-uniformed but are required to wear plain clothes while in the performance of their duties. Accordingly, it is agreed that each officer is entitled to purchase new uniforms for each contract year. This allowance is to be made available to cover officers beginning January 1st of each year. The Borough shall make payment directly to the uniform or equipment vendor after receiving the invoice and a properly completed voucher. Members are also entitled to a \$200.00 one time uniform allowance subsequent to promotions. Detectives who are unable to buy required clothing or equipment through vouchers will be reimbursed within 45 days of submitting the receipts with a voucher to the Chief of Police for approval by the Borough. The uniform benefit shall be \$1,200.00, still subject to contractual voucher requirements.

23.2 All Departmental issued Uniforms or Equipment damaged while on duty is to be replaced by the Department and not to be deducted from any uniform allowance or maintenance account.

23.3 Initial issue equipment to be provided by the department to all new hired officers. See attached list.

23.4 New Hire equipment and uniform initial use:

Class "A" Uniform

Three long sleeve shirts

 Metal state seal buttons

 Department patch

 Special unit patch (if applicable)

Three short sleeve shirts

- Metal state seal buttons
- Department patch
- Special unit patch (if applicable)
- Three pairs of pants (with stripe)
- One crushed patrol hat
- One tie

Class "B" Uniform

- One long sleeve shirt (BDU style)
 - Department patch
 - Badge patch
 - Name patch
- One short sleeve shirt (BDU Style)
 - Department patch
 - Badge patch
 - Name patch
- One pair of pants with stripe (BDU style)
- One baseball hat with department patch

Leather Gear

- One duty belt
- One garrison belt (under belt)
- One duty holster
- One expandable baton case
- One ammunition pouch
- One chemical agent pouch
- Six belt keepers

Nylon Gear

- One duty belt
- One garrison belt (under belt)
- One duty holster
- One expandable baton case
- One ammunition pouch
- One chemical agent pouch
- Six belt keepers

Coats

- One winter coat
 - Department patch
 - Special unit patch (if applicable)
 - Badge patch
- One light weight jacket (spring/fall)
 - Department patch
 - Special unit patch (if applicable)
 - Badge patch

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Shoes

One pair dress shoes

One pair military style "jump" boots

Miscellaneous

One shirt badge (with #)

One hat badge

One engraved name tag

One whistle

One engraved tie bar

One pair of handcuffs

One expandable baton

One canister chemical agent

One rechargeable flashlight

One soft body armor vest

One traffic vest

23.5 Twenty-five (25%) percent of allowance will be made available to each officer on January 1st and 25% of allowance on April 1st if the annual Municipal Budget is not adopted by Borough Council. When the budget is adopted the rest of allowance will be paid.

ARTICLE 24

BEREAVEMENT LEAVE

24.1 If a death occurs to an employee's spouse, civil union domestic partner, minor child or minor stepchild the employee will be excused from work for ten (10) calendar days starting on the day of the death.

24.2 If the death occurs to a member of an employee's immediate family the employee will be excused from work for five (5) calendar days starting with the date of death.

24.3 If a death occurs to other members of an employee's family the employee will be excused from work 1 calendar day of the funeral.

24.4 Definition:

(a) The phrase "member of an employee's immediate family" shall mean mother, father, stepparent, brother, sister, stepbrother, stepsister, parent-in-law, grandparent and grandchildren.

(b) The phrase "other member of an employee's family" shall mean aunt, uncle, nephew, niece, cousin and all other "in-law" relationships.

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ARTICLE 25

DEFINITION OF TERMS

25.1 As stated herein the Borough shall also mean the Borough of Palmyra and all members of management not included in the Police FOP. As stated herein the Borough shall also mean the Borough of Palmyra and all members of Borough and Police Department management not included in the Police Association/FOP as referenced to in this Agreement.

25.2 Regular officer shall mean an officer, full-time officer or patrolman, sergeant, detectives and members of the Palmyra Police FOP.

ARTICLE 26

LEGAL APPLICATION

26.1 Either party to this agreement may seek legal relief or enforcement of the provisions herein at their expense.

26.2 In the event that any provision of this Agreement by and between the parties shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction to be invalid or un-enforceable, the remainder of the provisions of such Agreement shall not be affected thereby, but shall be continued in full force and effect.

26.3 It is further agreed that, in the event any provisions are finally declared to be invalid, or un-enforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause, or clauses.

ARTICLE 27

EXISTING BENEFITS AND CONTRACT

27.1 All existing Borough ordinances pertaining to mandatory negotiable terms and conditions of employment for members of the bargaining unit will not be changed.

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ARTICLE 28

CONTRACT PERIOD

28.1 This Agreement shall be effective January 1, 2012. It shall be binding upon the Borough and the Police FOP until December 31, 2014 and thereafter, from year to year, unless either party hereto shall notify the other, in writing, at least six (6) months prior to the expiration of the term or any extended term of the Agreement of a desire to make a change in the Agreement or re-negotiate a new contract.

28.2 If either party gives notice to the other pursuant to Section 26.1, then within ten (10) days from the service of said notice, representatives of the Borough and the Police FOP shall meet and begin discussions and negotiations.

ARTICLE 29

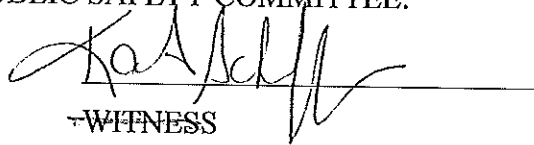
RETIREES

29.1 Any officer who qualified for retirement under a State administered pension program with 25 years of service shall continue to receive those benefits as provided for in the contract year of retirement and shall not be affected by any future additions and/or alterations in any contract negotiated between the Palmyra Police FOP and the Borough of Palmyra.

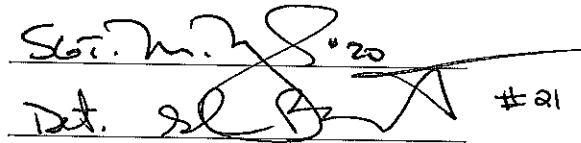
29.2 Administrative and/or transitional employees who retire after the signing of this Agreement may not change their insurance status (single to family) or increase the level of coverage except at their own expense.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under their hands and seals.

FOR BOROUGH OF PALMYRA, PUBLIC SAFETY COMMITTEE:


-WITNESS

FOR PALMYRA POLICE FOP:


Det. [Signature] #21

WITNESS

Date: