

COLLECTIVE BARGAINING AGREEMENT

Between the

BOROUGH OF PENNINGTON

And the

PENNINGTON BOROUGH POLICE ASSOCIATION

January 1, 2015 – December 31, 2020

Revision Date:

Revision Date:

Scheduled Initialing Date:

Scheduled Second Read and Public Hearing:

TABLE OF CONTENTS

Cover		1
Table of Contents		2
Preamble		3
Article I	Recognition	4
Article II	Management Rights	5
Article III	Police Officer's Rights	6
Article IV	Grievance Procedure	7-8
Article V	Negotiations	9
Article VI	Discrimination or Coercion	10
Article VII	Savings Clause	11
Article VIII	Dues Deduction	12
Article IX	Dates of Compensation and Benefits Eligibility and Changes	13
Article X	Seniority	14
Article XI	Driver's License	15
Article XII	Call Back Pay	16
Article XIII	Meeting Place	17
Article XIV	Professional Development / Educational Incentive	18
Article XV	Survivor's Benefit Clause	19
Article XVI	Emergency Medical Technician Pay	20
Article XVII	Meal Period	21
Article XVIII	Overtime	22
Article XIX	Holidays	23
Article XX	Vacations	24
Article XXI	Funeral (Bereavement) Leave	25
Article XXII	Sick time Compensation	26
Article XXIII	Paid Detail Service	27
Article XXIV	Health Benefits	28-29
Article XXV	Injury in the Line of Duty	30
Article XXVI	Salaries and Other Compensation	31-32-33
Article XXVII	Miscellaneous Provisions	34
	Signatures	35

PREAMBLE

AGREEMENT, made this day of , 2015, between Pennington Borough, hereafter referred to as the "Borough" or "Employer", and the Pennington Borough Police Association hereafter referred to as the "Association" or "Employee" or "Officers".

ARTICLE I - RECOGNITION

1. The Borough hereby recognizes the Pennington Borough Police Association and the FOP Labor Council as the exclusive representative for the collective negotiations concerning terms and conditions of employment for permanent Police Officers, Detectives and Sergeants of the Pennington Borough Police Department.
2. Specifically excluded from representation are the positions of Chief of Police, Captain, Lieutenant, School Crossing Guards, Public Safety Director, all civilian personnel and all probationary employees.

ARTICLE II - MANAGEMENT RIGHTS

1. The Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
 - a. to hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment and to promote and transfer all employees within the Police Department;
 - b. to suspend, demote, discharge or take disciplinary action for good and just cause;
 - c. to reduce force for economic reasons in accordance with N.J.S.A. 40A-14.143.
2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, and practices in furtherance thereof, and use of judgment and discretion in connection therewith shall be limited only by express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of New Jersey, and the Constitution and laws of the United States.
3. Nothing contained herein shall be considered to deny or restrict the Borough of its rights, responsibilities, and authority under New Jersey laws or any other national, state, county, or local laws or regulations.
4. It is understood that, under rulings of the Courts of New Jersey, the Borough is forbidden to waive any rights or powers granted it by law. Anything to the contrary notwithstanding anything contained in any section, paragraph, or sub-section of this Agreement shall not be interpreted in any manner or be construed as to indicate that the Borough had waived rights which are retained and expressly required by courts to be retained by the Borough.

ARTICLE III - POLICE OFFICERS' RIGHTS

1. The Borough agrees that every Police Officer shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.
2. An elected representative shall be permitted reasonable time to investigate, attend, present and process grievances on Borough property without loss of time or pay during the representatives regular working hours, and off Borough property, or other than during the representatives regular working hours, without loss of time or pay or any other benefits the representative may be entitled to. Such time spent handling grievances during the representative's regular working hours shall be considered working hours in computing daily and /or weekly regular pay. Such time shall not be eligible for overtime pay.

There shall be a bank of twelve (12) hours total for each year, which shall not be cumulative and will be lost if not used in that calendar year to handle grievances and other labor related issues that must be handled within time constraints defined in Article IV of this Agreement. In the event that more than 12 hours of time is required to handle grievances and other labor related issues, the hours in excess of 12 shall not be compensable by the Borough. This time is granted with the understanding that the efficiency of the department is not affected and that no overtime is incurred.

3. A Police Officer has the same rights to engage in political activity as afforded to any citizen. The right to engage in political activity shall not apply to any Police Officer when they are on duty, when they are acting in their official capacity or when they are wearing the badge or uniform of the Pennington Borough Police Department.
4. Whenever a Police officer is under investigation or subjected to interrogation by a Law Enforcement agency for any reason related to their duties as a Pennington Borough Police Officer, the investigation or interrogation shall be conducted under the rules and guidelines established by the Attorney General of New Jersey in effect at that time.

ARTICLE IV - GRIEVANCE PROCEDURE

1. For the purpose of this Agreement, a grievance is defined as a dispute between the Borough and any employee or employee group covered with respect to working conditions or alleged violation of a specific provision of the Agreement, provided that the term grievance shall not apply to:
 - a. any matter for which a method of review is prescribed by law, or
 - b. any matter which, according to law, is either beyond the scope of authority of the Borough of Pennington alone, or
 - c. a complaint of any employee which arises by reason of he or she not being re-employed.

Any grievance must be presented in writing within ten (10) working days after the aggrieved person knows or should have known of the event or events on which the claim is based or else such grievance is deemed waived. The written grievance shall specify:

- a. the specific nature of the grievance and if a contract problem is claimed, the contract claims violated;
 - b. the results of previous discussions;
 - c. the date and time the grievance is submitted;
 - d. the relief sought;
2. All employees covered under this Agreement shall have the right to present a grievance. Unless otherwise provided in this Agreement, the grievance shall be processed as follows:

Step A: An appropriate Pennington Police Association representative, the aggrieved party and the head of the Police Department may reach a settlement of the dispute. If they shall fail to reach an agreement within ten (10) working days, the aggrieved party shall furnish a written statement for automatic reference to Step B.

Step B: Within ten (10) working days after the grievance was presented and not resolved, the grievance will be reduced to writing and presented to the Borough Administrator for resolution informally. The aggrieved party shall meet with the Borough Administrator to attempt to settle the dispute within ten (10) working days of submission of the written statement. If an agreement cannot be reached, the grievance shall be referred to a grievance committee.

Step C: A grievance committee, consisting of two (2) members designated by the Pennington Police Association and all members of the Public Safety Committee, shall attempt to settle the dispute within ten (10) working days. If the dispute cannot be resolved, it will automatically be referred to Step D.

Step D - Binding Arbitration: One member of the Pennington Borough Police Association or its designated representative and the Chairman of the Public Safety Committee or its designated representative along with an arbitrator assigned by the New Jersey Public Employees Relation Commission (P.E.R.C.) shall decide the dispute at this level and the decision shall be final and binding.

For purposes of Article IV, "working day" means Monday through Friday, excluding holidays identified in Article XIX.

3. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expense, and the cost of the hearing room, if any, shall be borne equally by the Borough and the Association. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE V - NEGOTIATIONS

1. Collective negotiations, with respect to the terms and conditions of employment shall be conducted by the authorized representatives of the Pennington Borough Council and the Pennington Borough Police Association and the FOP Labor Council.
2. Neither party shall have control over the selection of the negotiations representatives of the other party, nor does each party agree that its representatives shall be empowered with all necessary authority to make proposals, consider proposals and make future counter proposals in the course of negotiations. It is understood that the final approval of the contract shall be made by adoption of an appropriate ordinance by the Pennington Borough Council and by majority affirmative vote of the members of the Pennington Borough Police Association.
3. Collective negotiations shall be held at times that are mutually convenient to the parties and at Borough facilities.

ARTICLE VI - DISCRIMINATION OR COERCION

There shall be no discrimination, interference, or coercion by the Borough or any of its agents against the Police Officers represented by the Association nor shall the Association or any of its agents intimidate or coerce Officers into membership. Neither the Borough nor the Association shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE VII - SAVINGS CLAUSE

In the event that any federal or state legislation, governmental regulation, or court decision causes invalidation of any Article(s) or Section(s) of this Agreement, all other Articles and Sections not so invalidated shall remain in force and effect, and the parties shall renegotiate concerning such invalidated Article(s) or Section(s) as appropriate.

ARTICLE VIII - DUES DEDUCTION

Any full-time employee working in the bargaining unit on the effective date of the Agreement who does not join the Union within thirty (30) days thereafter, and any new employee who does not join the Union within thirty (30) days of the date of his/her hire shall, as a condition of employment, pay a representation fee to the Bargaining unit by automatic payroll deduction. This fee shall be in an amount equal to eighty five percent (85%) of the regular Union membership dues, any initiation fee and assessments as certified by the Union to Pennington Borough.

ARTICLE IX

DATES FOR DETERMINING SALARY INCREASES, EDUCATIONAL ACHIEVEMENT
COMPENSATION, EMT COMPENSATION AND BENEFITS ELIGIBILITY

1. January 1st shall be used to determine certain benefits including, but not limited to:
 - a. Salary increases for officers within the Class/Rank/Step(s) of Senior Patrolman, Sergeant and Sergeant First Class.
 - b. Vacation, holidays, sick time and all other entitlements that an Officer subject to this agreement is entitled to. Step increases shall be given on the officer's anniversary date.
2. For Officers in Class/Rank/Step 8 through 1, promotion salary increase intervals to the next step shall be every twelve (12) months or 365 days, based on the date of hire.
3. The first year that an Officer earns Educational Achievement Compensation, the Compensation shall be pro-rated to the day the degree is awarded. For example, if an Officer is awarded a degree on June 30 of any given year, he shall receive 50% of the Compensation amount scheduled for that year.
4. The first year that an Officer earns an Emergency Medical Technician Certification and is eligible for EMT Compensation, the Compensation shall be pro-rated to the day the Certification is awarded. For example, if an Officer is awarded a Certification on June 30 of any given year, he shall receive 50% of the Compensation amount scheduled for that year. To be eligible for Compensation, the Officer must annually submit proof of Certification.

ARTICLE X - SENIORITY

1. Seniority is defined to mean accumulated time of police service as a Pennington Borough Police officer. The day an officer is sworn in as a Pennington Borough Police Officer is the date that his/her seniority begins,
2. Any Officer that voluntarily leaves the employment of Pennington Borough shall not retain any seniority from the previous dates of employment for Pennington Borough. Benefits shall accrue as if the Officer were a new first time employee.

ARTICLE XI - DRIVER'S LICENSE

1. The work of the Pennington Borough Police Department requires that each Officer operate a motor vehicle. Each Officer must maintain a valid New Jersey driver's license and must present the same to the head of the Police Department on an annual basis or when deemed necessary. Any changes in the Officer's driving record shall be reported immediately or as soon as possible to the head of the Police Department. Failure to maintain a valid New Jersey driver's license or failure to notify the head of the Police Department of any changes may result in disciplinary action being taken against the Officer including termination if warranted.

ARTICLE XII - CALL BACK/CALL IN PAY FOR NON-SHIFT HOURS

Occasionally, an Officer may be called back to work after or called in to work before his/her shift is completed for the day. If this occurs, the Officer shall be guaranteed a minimum of two (2) hours pay at the Officer's overtime rate. If the Officer works more than two (2) hours, he/she will be paid for the extra time actually worked at his/her overtime rate. If the Officer is required to work beyond his/her shift, the Officer shall be paid for the actual extra time worked at his/her overtime rate.

ARTICLE XIII - MEETING PLACE

Pennington Borough shall permit the Association to use the Borough Municipal Building for its meetings, subject to availability as cleared through the Borough Clerk's office.

ARTICLE XIV - PROFESSIONAL DEVELOPMENT AND
EDUCATIONAL INCENTIVE

1. Professional Development. Officers attending police training schools and or seminars which are authorized by the head of the Police Department, shall be reimbursed for actual expenses incurred, including reasonable costs of meals, tolls and mileage unless a Borough vehicle is provided.
 - a. Mileage will be calculated based upon the current Internal Revenue Service rate.
 - b. Actual tolls (receipts must be provided) will be reimbursed.
 - c. Up to twelve dollars (\$12.00) for lunch (unless it is provided as part of the school or seminar) will be reimbursed (receipts must be provided).
 - d. The cost of the actual training will be borne by the Borough of Pennington if the head of the Police Department required the officer's attendance.
 - e. Officers may attend training schools voluntarily and on their own time. All expenses incurred as a result of voluntary training is the responsibility of the Officer. Anyone who wishes to attend voluntary training must receive prior approval from the head of the Police Department.
2. Educational Achievement Compensation
 - a. Officers who have earned an Associate's Degree or a Bachelor's Degree in Criminal Justice, Police Science, Psychology, Sociology, Communications or Human Services shall receive additional compensation per year each calendar year.
 - b. This additional compensation shall be reflected in:

ARTICLE XXVI – ADDITIONAL COMPENSATION and SALARIES; Section 1; TABLE ONE: Educational Achievement Compensation of this agreement

- c. Educational Achievement Compensation shall be included in the regular salary and be considered part of the base pay.

ARTICLE XV- SURVIVOR'S BENEFIT CLAUSE

In the event of the death of an Officer, whether on duty or off, his/her estate shall be paid for the officer's accrued vacation days and sick leave in accordance with the cap schedule. Said payments for unused vacation time shall be made within sixty (60) days and within a timely fashion for accrued sick leave.

ARTICLE XVI - EMERGENCY MEDICAL TECHNICIAN PAY

Pennington Borough agrees to pay additional compensation to each Pennington Borough Police Officer who maintains a valid certification as an Emergency Medical Technician (EMT) issued by the State of New Jersey. Payment shall be part of the base salary. This Emergency Medical Technician Compensation shall be reflected in:

ARTICLE XXVI – ADDITIONAL COMPENSATION and SALARIES: Section 2 TABLE Two: Emergency Medical Technician Compensation of this Agreement

Emergency Medical Technician Compensation shall be included in the regular salary and be considered part of the base pay. This payment shall be prorated based upon when the certification is obtained

Pennington Borough agrees to allow each Officer with a valid EMT certification to attend any and all courses needed to maintain this certification. The cost associated with these certifications and Continuing Education Units (C.E.U.s) shall be borne by the Officer receiving the premium. Personnel are permitted to attend any training and C.E.U.s during working hours with the approval of the head of the Police Department. Such approval shall not be unreasonably withheld.

ARTICLE XVII - MEAL PERIOD

Police Officers who work longer than four (4) hours shall be entitled to a thirty (30) minute meal period. It is understood that the meal period may be interrupted as needed.

ARTICLE XVIII - OVERTIME

1. It is the prerogative of the Borough to determine the type of schedule that shall be worked. This will not prevent the administration from having the right to change the schedule to handle emergency situations.
2. In order to relieve Pennington Borough police officers from mandatory overtime requirements to cover patrol shifts, a Temporary Emergency Zone Coverage Agreement may be implemented. Temporary Emergency Zone Coverage, for the purposes of this clause only, shall be an unusual condition caused by shortages in the personnel of the police department, (e.g. vacancies, sickness or injury), where the safety of the public is endangered or imperiled as shall be determined by the Director of Public Safety and/or the Mayor.
3. An Officer who is authorized, directed or required to work longer than his/her work schedule requires shall be entitled to time and one half his/her normal rate of pay for any time worked above and beyond the daily work schedule. Payments will be made for actual time worked.
4. Overtime shall first be offered to the senior Officer on the off squad, then to the next senior Officer, etc.
5. Officers' regularly scheduled work shifts shall not be changed without fourteen (14) days' notice as determined by the Head of the Police Department.
6. The above paragraph does not apply to any emergency situation (as determined by the Head of the Police Department) that requires personnel to report immediately.
7. Any Officer who works in excess of sixteen consecutive hours (16) shall be compensated at double time (2 time hourly rate) for all hours over the sixteen (16) hours.

ARTICLE XIX - HOLIDAYS

1. Pennington Borough grants the following holidays per year to each Officer covered under this Agreement:

New Year's Day
Dr. Martin Luther King's Birthday
Presidents Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

2. An Officer may take off to observe his/her religious holidays without pay. He/She must notify the Head of the Police Department at least fourteen (14) days in advance of his/her request for time off.
3. If a holiday occurs during an Officer's scheduled vacation, he/she is permitted to take an extra day of vacation which must be used within six (6) months.
4. Officers who work on the holiday shall receive their normal wages for the paid holiday, plus they will be paid one and one half times their normal rate for hours worked on the holiday.
5. Officers may opt to be paid for the holiday or receive a day off. This accrued time off may be taken, with the approval of the Head of the Police Department, provided that the effectiveness of the Pennington Borough Police Department shall not be diminished.
6. When the Mayor or his/her designee declares a day of other paid leave to Borough employees, Officers on duty shall be granted additional leave on an hour for hour basis of straight time to be determined by the Head of the Police Department.

ARTICLE XX - VACATIONS

1. Officers shall be entitled to vacation days with pay, according to the following schedule:

Year 1	6.66 hours/month (80 hours)
Years 2 thru 5	8.66 days/year (104 hours)
Years 6 thru 10	10.66 days/year (128 hours)
Years 11 thru 15	12.166 days/year (146 hours)
Year 16+	14.166 days/year (170 hours)

2. Officers shall not receive advance vacation pay.
3. If any conflict arises in requests for vacation time, preference shall be given to the Officer with the most seniority.
4. Up to one half of one year's vacation allotment may be carried over in a given year. For example, an employee receiving ten (10) vacation days may carry over up to five (5) days to the following year. If at the end of that year the employee has more than his/her original ten (10) day allotment remaining, he/she may still only carry over five (5) days.

ARTICLE XXI - FUNERAL (BEREAVEMENT) LEAVE

1. In the event of the death of any immediate family member, an Officer is entitled to five (5) days of paid bereavement leave.
2. Any Officer whose immediate family member dies is entitled to take up to ten (10) unpaid additional working days off before he/she must report back to duty.
3. In the event of the death of any other relative, the Officer shall be granted one (1) day of leave for the funeral, this time off shall come from time the officer has already accrued to be used as time off, example: vacation, holiday, sick, schedule accord days or time owed off by the department.
4. Bereavement leave for anyone other than a relative may be taken, but will be unpaid leave.
5. Immediate family member shall be defined as; mother, father, brother, sister, spouse, child, step-child or other member of the household, including mother-in law and father-in-law.

ARTICLE XXII - SICK TIME COMPENSATION

1. The sick time policy for the Pennington Police Association shall be as follows:
 - a. Each Officer earns six (6) twelve-hour days of sick time per year (the equivalent of nine (9) eight hour days) at a rate of 6 hours per month.
 - b. Officers may accumulate up to sixty (60) twelve-hour days (the equivalent of ninety (90) eight hour days).
2. Any Officer who does not use any sick time between January 1st and December 31st of any year within the duration of the Agreement shall receive Five hundred dollars (\$500.00) from the Borough of Pennington.
3. Officers may opt to have the Attendance Incentive (described above) deposited into their deferred compensation accounts. Officers may also opt to take the Attendance Incentive in one lump sum.
4. Beginning upon execution of this contract, employees who retire under the provisions of the Police and Firemen's Retirement System will be reimbursed for unused sick time in accordance to the following:
 - a. After fifteen years of service to the Borough, any member who has a minimum of seven hundred twenty (720) cumulative hours of sick time (the equivalent of ninety eight hour work days), will be reimbursed at the rate of one (1) hour's salary for every three (3) accrued sick hours that they have, up to a maximum of 720 sick hours (This is the equivalent of one eight hour work day for every three eight hour sick days, up to a maximum of 90 eight hour sick days.)
 - b. Only employees with fifteen (15) years of service or longer to the Borough shall be eligible to receive reimbursement for unused sick time upon retirement.

ARTICLE XXIII - PAID DETAIL SERVICE

1. Paid Detail Service shall be defined as services in the nature of special or private police duty, provided by Officers in their off-duty hours to individuals, groups, clubs, institutions and others who make payments for such services, and which services Pennington Borough is not obligated to provide as normal Police services.
2. Officers may engage in off-duty special work as defined above. Such work assignments shall be made by the Head of the Police Department, with preference given according to seniority of Officers who are off-duty.
3. All requests for paid detail service shall be submitted through the Head of the Police Department.
4. No employee shall be required or compelled to work a special detail.
5. Paid detail service shall require a four (4) hour minimum,
6. All payments for paid detail service shall be made to the Borough of Pennington.
7. In the event that an Officer is working a Paid Detail Service without a Pennington Borough provided vehicle, the Borough shall not be entitled to their administrative charge (\$10.00 per hour) that they require from the entity requesting the Paid Detail Service. The administrative fee shall then be paid to the officer working the special paid detail. This portion of an Officer's increase shall be in addition to the Paid Detail Service rate the Officer is already entitled to.
8. Paid Detail Rates are shown in **ARTICLE XXVI – ADDITIONAL COMPENSATION and SALARIES: Section 3. TABLE THREE: Paid Detail Service** of this Agreement.

ARTICLE XXIV - HEALTH BENEFITS

1. **Benefits for Active Employees.** All employees covered by this Agreement are entitled to health and prescription coverage under the New Jersey State Health Benefits Program ("State Program"), with employees having the option of selecting whatever program may be available under the State Program for themselves and their eligible dependents. These benefits are paid for by the Borough of Pennington subject to such contributions by the employee in effect upon full implementation of the contribution levels required by Chapter 2 of the Public Laws of 2010, Chapter 78 of the Public Laws of 2011 or such other contribution levels or deductions as are required by law hereafter.

2. **Retirement Health Benefits.** The Borough agrees to pay all or part of the premium or periodic charge for benefits under the State Program for certain retired employees who qualify based on length of service and other factors, as further provided below. As used below,

"Service credited in the retirement system" refers to service credited in a State- or locally-administered retirement system, which may include but need not be limited to years of service to the Borough.

- a. The Borough shall pay the full State Program premium or periodic charge for employees and dependents, but not including survivors, for all employees who have retired from employment by the Borough after January 1, 2010, and before June 28, 2011, if the employee retired on a benefit based on twenty-five (25) or more years of service credited in the retirement system.
- b. The Borough shall pay the full State Program premium or periodic charge for employees and dependents, but not including survivors, for all employees who had twenty (20) or more years of service credited in the retirement system on June 28, 2011 if (i) they thereafter retire from employment by the Borough on a benefit based on twenty-five (25) or more years of service credited in the retirement system and (ii) they were hired by the Borough before May 21, 2010.
- c. The Borough shall pay part of the State Program premium or periodic charge for employees and dependents, but not including survivors, for all employees who had less than twenty (20) years of service credited in the retirement system on June 28, 2011 if (i) they thereafter retire from employment by the Borough on a benefit based on twenty-five (25) or more years of service credited in the retirement system and (ii) they were hired by the Borough before May 21, [2011] 2010. The part of premium or periodic charge payable by the Borough shall be the full premium or periodic charge less such contributions by the employee and other deductions in effect upon full implementation of the contribution levels required by Chapter 2 of the Public Laws of 2010, Chapter 78 of the Public Laws of 2011 or such other contribution levels or deductions as are required by law hereafter.
- d. For employees hired by the Borough after May 21, 2010, the Borough shall pay part of the full State Program premium or periodic charge for employees and dependents, but not including survivors, for all employees who retire from employment by the Borough on a benefit based on twenty-five (25) or more years of service credited in the retirement system and twenty-five (25) or more years of service with the Borough. The part of premium or periodic charge payable by the Borough shall be the full premium or periodic charge less such contributions by the employee and other deductions in effect upon full implementation of the contribution levels required by Chapter 2 of the Public Laws of 2010, Chapter 78 of the Public Laws of 2011 or such other contribution levels or deductions as are required by law hereafter.
- e. The Borough does not agree to pay all or part of the State Program premium or periodic charges for employees who elect deferred retirement.

- f. To the extent required by law, the Borough agrees to pay all or part of the State Program premium or periodic charges for employees who retired on full disability pensions based upon fewer years of service credited in the retirement system or with the Borough than provided above, provided that the disability occurred while in the official line of duty and subject to such changes in law as may occur from time to time, unless any such change or changes in law grandfather existing contracts.
 - g. The Borough's obligation to make payments as provided above shall include reimbursement of retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses as required by the regulations of the State Health Benefits Commission and otherwise by law, subject to such changes in law as may occur from time to time, unless any such change or changes in law grandfather existing contracts.
 - h. The coverage offered to employees eligible to receive benefits paid for by the Borough as provided above shall be the prevailing health benefits plan coverage extended to active employees at the time of the employee's retirement.
 - i. Coverage will be limited to the employee and specific dependents that are covered at the time of retirement and only to the extent that the retiree and those same dependents are eligible under the rules of the Plan for the type of coverage in effect at the time of retirement.
 - j. No coverage will be provided during the period when medical coverage is furnished to the retiree from another source. The retiree is responsible for notifying Pennington Borough at the start of such coverage and its termination. If comparable coverage is available to the retired employee from another source without premium cost to retiree, the retiree is required to elect coverage from that source.
 - k. A retired employee and/or spouse or legally recognized civil union partner and/or dependent eligible for Medicare coverage by reason of age or disability must coordinate benefits according to the State Program guidelines.
 - l. It is the intent of this provision to mandate coverage under Medicare as soon as eligibility occurs. Evidence of enrollment in Medicare must be provided to the State Program. Failure to enroll in Medicare when eligible or required may result in the retiree's and/or dependent's coverage being terminated or delayed according to the State Program guidelines.
 - m. The part of premium or periodic charge payable by the Borough shall be the full premium or periodic charge, subject to such contributions by the retired employee and other deductions in effect upon full implementation of the contribution levels required by Chapter 2 of the Public Laws of 2010, Chapter 78 of Public Laws of 2011 or such other contribution levels or deductions as are required by law hereafter.
3. It is the intent of this Article on health benefits to comply with the conditions and limitations of Chapter 2 of the Public Laws of 2010 and Chapter 78 of the Public Laws of 2011 and such other changes in law as may occur from time to time hereafter, unless any such change or changes in law grandfather existing contracts. In the event of conflict between this Article and the requirements of law, the applicable law shall control.

ARTICLE XXV - INJURY IN THE LINE OF DUTY

1. The Borough of Pennington will provide payments to an Officer injured in the line of duty and temporarily disabled in an amount equivalent to ninety (90) percent of such Officer's pay for a disablement period of up to fifty-two (52) weeks, provided that said officer is entitled to Workmen's Compensation. In no circumstance shall this benefit result in an Officer receiving a compensative take-home (net after deductions) amount that is greater than his/her non-benefit base take-home pay. The Borough shall have the right to monitor such benefits, payments, and compensation to insure equivalence of compensatory payments to base net take home pay.
2. Any Officer so paid agrees to make application immediately following such injury for Workmen's Compensation temporary disability benefits for such injury and to reimburse the Borough for the above payments by endorsing and delivering to the Borough said Workmen's Compensation checks immediately upon receipt thereof.
3. If after twenty-six (26) weeks the Officer is unable to return to duty he/she shall be required to present evidence by a certificate of a licensed physician of such inability. The Borough may reasonably require the Officer to present such certificate from time to time. Nothing contained in the Article shall bind the Borough to pay injury beyond fifty-two (52) weeks.
4. If the Borough does not accept the certificate of the physician, the Borough shall have the right, at its own cost, to require the Officer to obtain a physical examination and certification of fitness by a physician appointed by the Borough.
5. In the event the Borough physician certifies the Officer fit to return to duty, injury benefits granted under this Article can be terminated.
6. If the Borough can prove that an Officer has abused his/her privileges under this article, the Officer will be subject to disciplinary action by the Borough, up to and including termination.

ARTICLE XXVI – SALARIES AND OTHER COMPENSATION

1. TABLE ONE: Educational Achievement Compensation

Associates Degree: \$775.00

Bachelors Degree: \$1,650.00

The first year that an Officer earns Educational Achievement Compensation, the Compensation shall be pro-rated to the day the degree is awarded. For example, if an Officer is awarded a degree on June 30 of any given year, he/she shall receive 50% of the Compensation amount scheduled for that year.

2. TABLE TWO: Emergency Medical Technician Compensation

2015	2016	2017	2018	2019	2020
\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00

The first year that an Officer earns Emergency Medical Technician Compensation, the Compensation shall be pro-rated to the day the certification is awarded. For example, if an Officer is awarded a certification on June 30 of any given year, he/she shall receive 50% of the Compensation amount scheduled for that year.

3. TABLE THREE: Paid Detail Service* (Hourly rates)

2015	2016	2017	2018	2019	2020
\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00

* This is the amount actually paid to the Officer through the Borough. This amount shall be increased by \$10.00 if the Officer does not use a vehicle provided by the Borough, as set forth in Article [XXIV] XXIII, paragraph 7.

4. Base Salaries (Refer also to Article XIV and Article XVI)

- a. As of the effective date of this Agreement, January 1, 2015, officers in the Class/Ranks of Senior Patrolman, Sergeant and Sergeant 1st Class shall receive the salary designated for their respective Class/Rank at Step 2015. Officers in Class/Rank 6 through 1 on the effective date of this Agreement shall remain at their present salaries until their respective anniversary dates in 2015, at which time they will be advanced to the next applicable Class/Rank at Step 2015. The officer in Class/Rank 7 on the effective date of this Agreement shall remain at present salary until his anniversary date in 2016, provided he has obtained satisfactory completion of training and certification for full time police officers by the New Jersey Police Training Commission (“PTC”), at which time he will advance to Class/Rank 6 at Step 2016. The officer in Class Rank 8 on the effective date of this agreement shall remain at present salary until his satisfactory completion of training and certification for full time police officers by the PTC, at which time he shall move from Class 8 to Class 7 at the Step corresponding to the year PTC certification is received.
- b. Any officer hereafter hired in Class/Rank 8 shall be hired at the Step corresponding to the year of hire and shall remain at that salary until satisfactory completion of training and certification for full time police officers by the PTC, at which time he/she shall move from Class 8 to Class 7 at the Step corresponding to the year PTC certification is received.
- c. Each year, officers in Class/Ranks 7 through 1 shall advance to the next Class/Rank on the anniversary of his/her date of hire, at the Step corresponding to the year the anniversary occurs. Automatic advancement in this manner shall include advancement to the Class/Rank of Senior Patrolman, except officers in the Class/Rank of Senior Patrolman, after advancing to that Class/Rank, shall on January 1 of each subsequent year progress only to the Step for that year.
- d. Advancement to the Class/Rank of Sergeant requires promotion. Upon satisfactory completion of the first twelve (12) months as Sergeant, the officer shall move into the position of Sergeant First Class at the salary and Step corresponding to the year of completion. During the first 12-month period an officer in the Class/Rank of Sergeant shall on January 1 of that year be advanced to the applicable Step for Sergeant for the new year. The Officer in the Class/Rank of Sergeant First Class shall on January 1 of each year thereafter advance only to the applicable Step for that year.
- e. The Sergeant First Class Salary Guide shall be a minimum premium of eleven (11) percent above Senior Patrolman.
- f. The Sidebar Agreement between the parties dated June 26, 2015 is hereby superseded and, except to the extent incorporated in this Agreement, shall have no further force or effect.

Salary guide is on the following page

ARTICLE XXVI – SALARIES AND OTHER COMPENSATION – (continued)

Class/Rank	2015	2016	2017	2018	2019	2020
8 (Academy Rate)	\$30,000	\$30,600	\$31,212	\$31,836	\$32,473	\$32,486
7	\$42,000	\$42,840	\$43,697	\$44,571	\$45,462	\$46,371
6	\$45,821	\$46,738	\$47,931	\$49,148	\$50,131	\$51,134
5	\$49,643	\$50,635	\$52,165	\$53,726	\$54,801	\$55,897
4	\$53,464	\$54,533	\$56,400	\$58,304	\$59,470	\$60,659
3	\$57,285	\$58,431	\$60,634	\$62,882	\$64,139	\$65,422
2	\$61,106	\$62,329	\$64,869	\$67,459	\$68,808	\$70,185
1	\$64,928	\$66,226	\$69,103	\$72,037	\$73,478	\$75,201
Senior Patrolman	\$68,749	\$71,899	\$75,112	\$78,390	\$79,922	\$81,485
Sergeant	\$73,749	\$76,899	\$80,112	\$83,390	\$84,922	\$86,485
Sergeant 1 st Class	\$80,196	\$83,693	\$87,260	\$90,898	\$92,599	\$94,333

ARTICLE XXVII - MISCELLANEOUS PROVISIONS

This agreement incorporates the entire understanding of the parties in all matters, which are or could have been the subject of negotiations. During the term of the Agreement neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as required by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, and their corporate seals to be placed hereon.

PENNINGTON BOROUGH POLICE ASSOCIATION
FRATERNAL ORDER OF POLICE LODGE 140

BOROUGH OF PENNINGTON

Danny D. Schick Sr

FOP Lodge 140 - Labor Council
Pennington Borough Police Association

Date: Oct. 30, 2015

Anthony Persichilli

Anthony Persichilli
Mayor, Pennington Borough

Date: 12/15/15

Doug Pinielli #714

Doug Pinielli
FOP Lodge 140
Pennington Police Association

Date: OCT. 30, 2015

Elizabeth Sterling

On behalf of the
Pennington Borough Council
Elizabeth Sterling, Municipal Clerk

Date: 12-15-15