

COLLECTIVE NEGOTIATIONS

AGREEMENT

Between

BOROUGH OF MATAWAN

and

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 179

January 1, 2015 through December 31, 2017

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TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NO.</u>
PREAMBLE	1
ARTICLE I, RECOGNITION	1
ARTICLE II, MANAGEMENT RIGHTS	2
ARTICLE III, ASSOCIATION SECURITY	3
ARTICLE IV, NON-DISCRIMINATION	4
ARTICLE V, DISCIPLINE	5
ARTICLE VI, GRIEVANCE PROCEDURE	5
ARTICLE VII, NO-STRIKE/NO LOCKOUT	10
ARTICLE VIII, SENIORITY	11
ARTICLE IX, HOURS OF WORK/OVERTIME	14
ARTICLE X, FILLING OF VACANCIES	16
ARTICLE XI, VACATIONS	17
ARTICLE XII, HOLIDAYS	19
ARTICLE XIII, LEAVES OF ABSENCE	19
ARTICLE XIV, SICK LEAVE/INJURY	22
ARTICLE XV, INSURANCE	28
ARTICLE XVI, PENSIONS	30
ARTICLE XVII, BULLETIN BOARDS	30
ARTICLE XVIII, ASSOCIATION ACCESS	31
ARTICLE XIX, PERSONNEL FILES	32
ARTICLE XX, SAFETY	33

<u>ARTICLE</u>	<u>PAGE NO.</u>
ARTICLE XXI, WAGES	33
ARTICLE XXII, LONGEVITY PAY	34
ARTICLE XXIII, COLLEGE INCENTIVE BENEFITS	35
ARTICLE XXIV, TERMINATION AND LEGALITY CLAUSES	35
ARTICLE XXV, MISCELLANEOUS PROVISIONS	36
ARTICLE XXVI, TERM OF AGREEMENT	42
SCHEDULE A	
SCHEDULE B	

PREAMBLE

THIS AGREEMENT made and entered into by and between the **BOROUGH OF MATAWAN** (hereinafter the “Employer” or “Borough”) and the **MATAWAN POLICEMEN’S BENEVOLENT ASSOCIATION, LOCAL NO. 179** (hereinafter the “PBA”).

WITNESSETH:

WHEREAS, the parties have carried on collective negotiations for the purpose of reaching agreement upon and setting forth the wages, hours and other negotiable terms and conditions of employment for the Matawan Police Department; and

WHEREAS, it is the intent and purpose of the parties to codify said agreements and to provide for a method of the prompt settlement of grievances without interruption of or other interference with the operation of the Police Department.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

ARTICLE I

RECOGNITION

The Borough of Matawan and Police Benevolent Association, Local 179 agree that for purposes of administration, this Agreement shall pertain to the positions of Police Officer and Police Sergeants and Detective Bureau personnel exclusive of managerial, secretarial, clerical, special officers and dispatch personnel now employed or to be employed by the Borough. The Borough recognizes that the PBA is the sole and exclusive bargaining agent for all employees contained within this bargaining unit.

ARTICLE II

MANAGEMENT RIGHTS

A. It is understood and agreed that the Mayor and Council have the sole authority as may be provided for and limited by applicable laws and decisions of courts and agencies of proper and competent jurisdiction, to determine the purpose and mission of the Borough and its Police Department and to determine the amount of money to be budgeted and adopted for said purpose and mission.

B. The Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested with it by the Constitution and Laws of the State of New Jersey and of the United States, including, but without limiting the foregoing, the following rights:

1. The executive management and administrative control of the Borough government, its properties, facilities, and the activities of its employees while at work.

2. To determine the need for and number of employees to be hired and retained by the Borough and to legitimately assign the same.

3. To determine the qualifications and conditions for employment or assignment.

4. To promote and transfer employees pursuant to the provisions of applicable law.

C. To hire, suspend, demote, discharge or take other disciplinary action employee for just cause and according to law.

D. To promulgate, disseminate and enforce reasonable work rules and regulations held to be negotiable by commissions or courts of competent jurisdiction.

ARTICLE III

ASSOCIATION SECURITY

A. All non-probationary employees covered by this agreement who are members of the PBA shall be required to pay PBA dues. Employees are not required to join the PBA as a condition of employment, but non-probationary employees shall, during the term of this agreement, pay a representation fee in an amount not to exceed 85% or the maximum allowed by law of the Association dues for the purpose of administering the provisions of this agreement.

B. Henceforth, pursuant to statute, any member of the Police Force not wishing to join the PBA shall have deducted from his wages a sum equal to 85% or the maximum allowed by law of the PBA monthly dues, which sum shall be remitted to the PBA by the Borough Treasurer.

C. Any member of the Police Force that does not join the PBA shall have the right in keeping with the provisions of N.J.S.A. 34:13:4-5.6 to require that the PBA justify what portion of the fee may constitutionally be collected from an objecting employee.

D. **Dues Checkoff**

Upon receipt of a signed authorization from an employee in the form set forth in Schedule A, the regular monthly dues (uniform in dollar amount) of the PBA shall be deducted from such employee's pay. The Financial Officer of the PBA shall notify the Borough Treasurer either by hand delivered letter or by certified mail of the amount of uniform dues to be deducted. Deductions shall be made on each payday of each month and shall be remitted promptly to the Financial Officer of the Association. The PBA shall notify the Borough Administrator and Clerk, in writing, of any change in the amount of dues to be deducted thirty (30) days prior to the

intended initiation date of said change. Such action, however, shall not necessitate the submission of newly executed authorization forms.

E. **Indemnification**

The Association shall indemnify the Borough and any Department of the Borough and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Borough or any Department of the Borough for the purpose of complying with the provisions of this Article.

ARTICLE IV

NON-DISCRIMINATION

A. **Discrimination Prohibited**

Neither the Borough nor the Association will discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex or marital status or religious affiliation or lack thereof.

B. **Association Membership or Activity**

Neither the Borough nor the Association shall interfere with the right of employees covered by this Agreement to become or not become members of the Association, and there shall be no discrimination against any such employees because of lawful Association membership or non-membership activity or status.

C. **Association Fair Representation**

The Association recognizes its responsibility as sole and exclusive bargaining agent and agrees to fairly represent all employees in the bargaining unit.

ARTICLE V

DISCIPLINE

A. **Employee Discipline**

The Borough agrees that an allegation of arbitrary or capricious application of its rules and regulations shall be subject to the grievance procedure. The Borough shall not discipline or discharge any post-probationary employee without just cause. The Borough further agrees that disciplinary action shall be in a timely fashion.

B. **Corrective Discipline**

The Borough agrees with the tenets of progressive discipline, where appropriate. Once the measure of discipline is determined and imposed, the Borough shall not increase it for the particular act of misconduct unless new facts or circumstances become known.

C. The disciplined individual has also right to place a response in the file consistent with the method prescribed in the personnel policy and procedure manual.

ARTICLE VI

GRIEVANCE PROCEDURE

A. **Definition**

For purposes of this Agreement, the term “grievance” means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions affecting any employee(s) covered by this Agreement.

Minor disciplinary matters (less than six (6) days of fine or suspension or equivalent thereof) shall be included in this Grievance Procedure.

B. **Complaints on Matters Not Subject to Arbitration**

An employee or a group of employees may file a complaint concerning any matter covered in Article XXI (Safety) of this Agreement and such a complaint shall be processed in accordance with Procedure below. Such complaints shall not, however, be subject to arbitration.

C. **Procedure**

A grievance shall be processed in the following manner:

Step 1

Any employee, with or without his grievance committeeman, covered by this Agreement who has a grievance may discuss same with the immediate non-unit supervisor towards an end of resolving the matter in an informal manner. If the matter is not satisfactorily resolved following this informal conversation he shall submit it to the immediate non-unit supervisor provided that said grievance shall be in writing and signed by the aggrieved employee. The Supervisor shall give his written answer within ten (10) business days after such presentation.

Step 2

If the grievance is not settled in Step 1 and the Association wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Chief of Police within five (5) business days after the designated supervisor's answer in Step 1. The Chief of Police, or his designee, shall discuss the grievance within five (5) business days with the Association Grievance Committeeman at a time mutually agreeable to the parties. If no settlement is reached, the Chief of Police, or his designee, shall give his written answer to the Association within five (5) business days following their meeting.

Step 3

If the grievance is not settled in Step 2 and the Association desires to appeal, it shall be referred by the Association in writing to the Chairperson of the Borough Council Police Liaison Committee, or his designated representative, within five (5) business days after the Departments answer in Step 2. A meeting between the Chairperson of the Borough Council Police Liaison Committee, or his designated representative, and the Grievance Committee shall be held at a time mutually agreeable to the parties, within five (5) business days of receipt of the Association's appeal. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Commissioner, or his representative, and the Association. If no settlement is reached, the Chairperson of the Borough Council Police Liaison Committee, or his designated representative, shall give the Borough's written answer to the Association within five (5) business days following the meeting.

Arbitration

A. If the grievance is not settled in accordance with the foregoing procedure, the Association solely and exclusively may notify the Borough of its intent to refer the grievance to binding arbitration within twenty-one (21) calendar days after receipt of the Chairperson of the Borough Council Police Liaison Committee, or his designated representative's answer in Step 3. The parties shall attempt to agree upon an arbitrator within five (5) calendar days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the New Jersey Public Employment Relation Commission (PERC) to provide an arbitrator using a method of determining the chosen arbitrator consistent with the rules and regulations of that body.

B. The Arbitrator shall act in a judicial, not legislative, capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision of the arbitrator shall be based upon the facts presented by the parties, the collective bargaining agreement and relevant and applicable statutes, decisions and/or rulings of the judiciary or agencies of competent jurisdiction. Said decision shall be final and binding on all parties.

C. The fee and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Borough and the Association; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

D. Two or more grievances may not be joined or consolidated for hearing by an arbitrator except upon agreement of both parties.

E. No grievance shall be entertained or processed unless submitted in the following manner:

1. Within ten (10) business days after the employee concerned has become aware or should have become aware, through the use of reasonable diligence, of the occurrence of the event giving rise to the alleged grievance.

2. By the end of the day after the Department's action in the case of a disciplinary suspension, discharge or lay off from work. If the grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Department or Borough's last answer. If the Department or the Borough does not answer a grievance or an appeal thereof within the specified time limits, the Association may elect to treat the grievance as denied at the Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the Department or Borough and the Association representatives involved in each Step. The term "business days" as used in this Article shall mean the days Monday through Friday inclusive and excludes Saturdays, Sundays, and holidays on which Borough Hall is closed.

F. 1. Meetings related to the grievance or arbitration process shall be scheduled at a time and place of mutual convenience. Employees appearing at said grievance or arbitration proceedings on behalf of themselves or the PBA, unless released from duty with pay by mutual agreement or other terms of this Agreement, shall not receive any compensation. However, any employee required to appear on behalf of the Department or the Borough shall be compensated in accordance with the terms of the provisions of this Agreement.

2. Grievances shall as much as possible be investigated during the Borough's normal working hours, unless said sources are unavailable during said times or available at other times. This subsection may be waived by mutual consent.

ARTICLE VII

NO-STRIKE/NO LOCKOUT

A. During the course of this Agreement, neither the PBA nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, sickout, work stoppage or strike. During the term of this Agreement, neither the Borough nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

B. The Association agrees to notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others and to encourage employees violating Paragraph A to return to work.

C. The Borough may discipline any employee who violates Paragraph A above. Further, the PBA shall have the right to seek retribution through the judicial system from any individual, group of individuals, officers or agents of the Borough's government or agencies who violate Paragraph A above.

D. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of the Article.

ARTICLE VIII

SENIORITY

A. Definition of Seniority

Seniority shall be defined as continuous length of service with the Borough as a sworn member of the Borough Police Department. Seniority shall be accrued both departmentally and within rank. Seniority within rank shall be the first determinant used for purposes of layoff, demotion or other entitlements resulting in or from said rank. In the case of a tie seniority within rank, overall departmental seniority shall be used to break the tie. Employees starting employment on the same date classified within the same job title and rank shall be recognized for seniority purposes as the employee with the highest final grade score from the New Jersey Training Commission accredited Police Academy. For all employees hired after January 1, 1996, in the event that both individuals have identical final grade averages, the employee with the earliest birth date in the year shall be senior.

B. A break in service shall cause the loss of all accrued seniority. A break in service shall be defined as the severing of the employer-employee relationship through resignation, retirement, discharge or death.

C. Seniority shall continue to accrue during all periods of absence due to work related illness or injury or approved and/or contractual time off from duty, whether with or without pay, except as may be provided herein below.

D. Seniority shall not accrue for any time period during which an employee is suspended from work without pay for disciplinary purposes. However, should said discipline be rescinded or reversed, then such time shall be credited to the employee's seniority totals. Military leaves of absence related to reserve/national guard obligations shall be exempt from this

provision. Further, seniority shall not accrue for any and all such time as an employee may be on an approved unpaid leave of absence. Further, seniority shall not accrue during any period(s) of layoff. Nothing contained within this Section shall be considered a break in service, however.

E. All seniority shall be lost or forfeited as a result of a break in service except as may be modified herein. An employee who is granted a disability retirement by the Police and Fire Retirement System and is subsequently deemed no longer disabled and fit for duty by said pension system and does in fact return to duty, all previous seniority accrued prior to the date of disability retirement shall be reinstated, however, there shall have been no additional accrual for the time period covering his/her disability retirement.

F. Seniority shall be used as the determining factor in layoff and recalls, demotions due to matters of economy and where all other qualifications are equal, shall be a deciding factor in promotions.

G. **Probationary Period**

1. **Newly Hired and Rehired Employees**

All new officers shall serve a one (1) year probationary period from their date of hire. If an officer attends a police academy for the basic police training course after he is hired, that time shall not count towards the one (1) year probation. During probation, an officer may be discharged at the Borough's sole discretion. An officer's seniority date shall be his date of hire.

2. **Transferred and Promoted Employees**

Any permanent employee who is transferred (other than on a temporary basis) or promoted becomes a special probationary employee upon the date of the transfer or promotion, and remains so until they have successfully completed a required special probationary period. These special probationary periods shall be as set forth below:

- Transferred Employees - Two (2) months
- Promoted Employees - Three (3) months

The special probationary periods required above represent a total cumulative service time, and they may be adjusted upward so as to properly allow for any authorized leaves or absence or other approved breaks in service. However, should any such leave or break in service be greater than one (1) month, the Borough may require that the entire special probationary period be restarted at the time the employee returns to work.

In addition to any adjustments which may be required, the special probationary periods required above may be extended as follows:

- Transferred Employees - One (1) month more
- Promoted Employees - One (1) month more

These represent a maximum period of extension, and the special probationary period may be extended for any length of time up to these limits, depending upon the circumstances warranting the extension. The special probationary period may only be extended when the Borough determines that such an extension is necessary to properly evaluate an employee's performance and determine whether or not they can completely and satisfactorily perform the job. In such case, the employees shall be notified in writing of the reasons for the extension.

If the special probationary employee fails to demonstrate that he or she can completely and satisfactorily perform the job within the special probationary period, the Borough may at its discretion return the Employee to his or her former position, without any loss in seniority. Any other employees who were transferred or promoted following and as a result of this employee's transfer or promotion shall also be returned to their former positions, and unless there is a layoff involved, the bumping procedure shall not apply.

3. Any employee in the Academy, Probationary 1, or Probationary 2 who leaves the employment of the Police Department shall be required to reimburse the Borough for the cost of their training uniforms and all other costs.

ARTICLE IX

HOURS OF WORK/OVERTIME

A. Application

This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement.

B. Work Day

The normal work day for employees covered by this Agreement shall be as follows: ¹

A regularly scheduled tour of duty within a twenty-four (24) hour period, which shall be interrupted by and include a thirty (30) minute meal period (provided an emergency situation does not exist which would automatically preclude it).

C. Overtime

1. Employees covered by this Agreement shall be paid one and one-half (1 ½) times their regular straight time hourly rate of pay for all authorized hours of work in excess of forty (40) hours in a work period. It is specifically understood by the parties that this overtime pay provision shall not apply to any unauthorized hours of work. Time paid shall be considered time worked.

2. For the purpose of construing this Agreement, the parties recognize that Police Officers may be required as part of normal scheduling to work more than forty (40) hours in a given calendar week, and fewer than forty (40) hours for the next calendar week.

Accordingly, overtime shall be computed only in the event of excess work performed beyond the scheduled hours in the normal work schedule of the individuals.

3. All employees who work more than two (2) hours beyond their regular shift shall receive a meal allowance of \$10.00.

4. Police Officers working in the capacity of Sergeant shall be paid the difference between their prevailing hourly pay rate and the prevailing hourly pay rate of a Sergeant for each hour in which they assume the duties of Sergeant. This payment shall be made by the Borough Quarterly to the Police Officer entitled to this benefit.

D. **Call Back Pay**

An employee called back to work after having left work or called into work on a day off or time off shall receive a minimum of four (4) hours work at overtime rates, as provided in this Article, unless the time extends to his regular work shift or unless the individual is called back to rectify his own error.

E. **Court Time**

Police Officers shall be paid one and one-half (1 ½) times their regular straight time hourly rate of pay for a minimum of two (2) hours for Court appearances if said court time is outside their normal tour of duty. Court time shall be defined as necessary appearances before courts and grand juries and appearances before administrative agencies. However, if an employee is the subject of disciplinary charges, he/she shall not receive compensation under this Article. If the employer requires the appearance of an employee other than the charged employee at such disciplinary hearing, he/she shall be eligible for overtime. If the charged party requests the appearance of another employee at such disciplinary hearing, the Borough will have no overtime obligation.

F. **Stand-By Pay**

All officers placed on "standby" shall be compensated at one-half their regular rate for the time they remain on standby.

Employees shall forfeit stand-by pay and shall be subject to disciplinary action if they are unable to report to work or cannot be located.

An employee who is actually called in to work while on standby shall receive overtime pay in accordance with other overtime provisions of this contract.

G. **Hold-Over Pay**

In the event an employee is held over on duty, the employee shall receive time and one-half the employee's straight-time hourly rate for all hours worked under the following formula:

0 to 15 Minutes	-	No Pay
16 to 30 Minutes	-	30 Minutes
31 to 45 Minutes	-	45 Minutes
46 to 60 Minutes	-	60 Minutes

H. **No Pyramiding**

Compensation shall not be paid more than once for the same hours under any provision of the Article or Agreement.

ARTICLE X

FILLING OF VACANCIES

For the purposes of this Article, a permanent vacancy is created when the Borough determines to increase the work force and to fill a new position(s) or when any of the following personnel transactions take place in the bargaining unit and the Borough determines to replace the previous incumbent: terminations, promotions or demotions, retirements or resignations.

ARTICLE XI

VACATIONS

A. Vacation Accumulation Rate

Except for those employees who are discharged, dismissed following an absence without leave, or otherwise terminated for cause, the Borough shall grant vacations to its employees.

Employees covered by this Agreement shall be entitled to accumulated vacation time in accordance with the following schedule:

Years of Service	8 Hour Schedule	12 Hour Schedule
1 - 7 years	112 Hours	120 Hours
8 - 14 years	168 Hours	168 Hours
15 - 21 years	224 Hours	228 Hours
22 years and over	280 Hours	288 Hours

B. Accumulation of Vacation Time

Employees must use vacation time allocated to their account between the period January 1 and December 31. There shall be no accumulation of vacation time unless a written request to carry time over is presented to and approved by the Borough Council.

C. Vacation Eligibility Requirements

Every employee shall be eligible to take paid vacation after one (1) full year of continuous employment with the Borough.

Employees shall not accrue vacation leave for any pay period during which they are on layoff or other leaves of absence without pay (unless otherwise agreed by the Borough), or engaged in conduct in violation of Article IX (No Strike or Lockout).

D. Scheduling Vacations

Vacations will be scheduled, insofar as possible and practical, at those times requested by each employee. However, because of the nature of the work and the requirement that the orderly

performance and continuity of municipal services be maintained, it may be necessary to limit the number or prohibit any employees from taking vacations during a particular period or at the same time.

In terms of scheduling vacations and resolving any conflicts which may arise, the following procedure will be used in each Department. For those vacations requested to begin and occur during the calendar year, and for each successive calendar year:

Requests for vacation which are submitted during the month of December immediately preceding the calendar year will be processed giving preference to employee's time-in-grade, with those employees having the most time-in-grade receiving the highest preference.

E. **Vacation Cancellation**

In the case of an emergency as determined by the Chief of Police or his designated representative, the Chief of Police or his designated representative may cancel and reschedule any or all approved vacation leaves in advance of their being taken. In the event of such cancellation, the cancellations and the rescheduling would be accomplished based upon and consistent with the priority orders which were established for each vacation leave request in accordance with the previous Section.

F. **Vacation Call-Back**

Except in the case of an emergency as determined by the Chief of Police or his designated representative, no employee shall be required to return to and appear for work during their scheduled vacation period once it has begun (including any holidays or other days off which constitute a part of the vacation period).

G. **Separation From Service**

Any employee who is laid off, resigns, or is otherwise separated from the service of the Borough, shall receive vacation pay for all of their accrued vacation upon their separation from employment with the Borough. The amount of payment for all unused vacation shall be calculated based upon the employee's regular straight time hourly rate of pay in effect for the employee's regular job, on the last work day of the employee's employment.

ARTICLE XII

HOLIDAYS

Each employee covered by this Agreement shall be entitled to an annual holiday benefit. The entire holiday benefit is included in the base pay rate as set forth in the base pay wage schedules in this contract.

ARTICLE XIII

LEAVES OF ABSENCE

A. **General Leave**

Employees covered by this Agreement may request in writing a leave of absence from their Department Head, who may grant a leave of absence to an employee who has been in the bargaining unit for not less than one (1) year, for such a period as he/she sees fit, not to exceed six (6) months, except if it is to enable an employee to accept an appointive position with the Borough of Matawan, in which case the leave of absence may be indefinite. Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere.

As a condition to such leave being granted, the employee may be required to waive all rights to immediate reinstatement in his/her position upon termination of the leave and to retain

only the right to be appointed to the first vacancy for the position in which he/she has been employed.

B. **Personal Leave**

In addition to the foregoing holidays, each employee shall be entitled to five (5) personal days per year. Effective January 1, 2012, each employee shall be entitled to four (4) personal days per year. Notice of intention to exercise the personal days shall be given in writing to the Chief of Police 48 hours in advance of its use.

C. **Funeral Leave**

In the event of a death in his immediate family, a Borough employee shall be entitled to a leave of absence. During such leave, the employee shall be paid his regular salary for a maximum of three (3) consecutive, regularly scheduled work days.

The employee's immediate family shall be defined as: spouse, child, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law, and grandchildren, or as determined by the Employer.

D. **Military Leave**

Military leave shall be granted in accordance with applicable state and federal law.

The employee shall provide written certification to his/her Department Head in form of a copy of the "orders" received by the employee from the applicable military unit immediately upon receipt of same.

E. **Jury Duty Leave**

Any permanent employee called for jury duty or subpoenaed by any legislative, judicial or administrative tribunal, shall be allowed time away from work with pay for such purposes. Upon receiving the sum paid for jury duty service or witness fee, the employee shall submit the warrant, or its equivalent, to the Borough Treasurer, to be returned to the Borough fund from which the original payroll was issued. Provided, however, an employee may elect to fulfill such call or subpoena on accrued time off and personal leave and retain the full amount received for such service.

Employees who are plaintiffs or defendants are exempt from the provisions of this clause.

Officers shall not be required to return to work on a day that they attend jury service.

Officers working the 1900 hours to 0700 hours shift shall be excused for jury duty with pay the day prior to the day they must attend jury duty as well as for the next shift after they have completed their jury service. If an officer does not have to appear for jury duty he must work his regular shift.

F. **Association Business Leave**

Leaves of absence with pay shall be granted, to the extent there is no interference with Borough operations, to employees who are elected, delegated or appointed to attend conventions or educational conference of the Association. Any request for such leave shall be submitted, in writing, by the Association to the Department Head and shall be answered, in writing, no later than five (5) days following the request. Furthermore, the Borough will attempt to comply with employee requests to schedule holiday and vacation time off to coincide with Association convention or educational conferences. An employee who takes extended leave for full-time Association work shall hold reemployment rights for one (1) year, to be reemployed in the first

available vacancy. These rights may be extended for a period not to exceed six (6) months by mutual agreement between the Borough and the Association. Nothing contained herein is meant to supersede the provisions of N.J.S.A. 40A: 14-177. Delegates shall be permitted to attend monthly State meetings, County meetings, and authorized State PBA meetings.

G. **Emergency Leave**

If a serious or unexpected emergency occurs to the spouse or children or a member of the immediate family of an employee, such employee following notification to his Department Head, will be allowed to leave his duties while the emergency exists. Arrangements to enable the employee to return to duty on the next duty day must be made if the emergency continues beyond the duty day on which it first occurred.

H. **Effect Of Leave On Seniority**

The period of an unpaid leave of absence shall not be considered as time worked or as service with the Borough within the meaning of any of the other provisions of this Agreement. Military leaves of absence related to reserve/national guard obligations shall be exempt from this provision.

ARTICLE XIV

SICK LEAVE/INJURY

A. **Sick Leave and Duty Injury Leave/Sick Leave Accumulation Rate**

Each employee of the Borough covered by this Agreement shall be entitled to accumulate sick leave as follows:

1. **40-hour Per Week Employees**

These employees shall accumulate sick leave at the rate of ten (10) hours of sick leave for each completed month of service, such sick leave to be accrued at the rate of 5 (five) hours per pay period.

2. Except for job related injuries, no employee will accrue sick or vacation time while on sick or injury leave.

B. **Advance of Sick Leave**

The Borough will advance three (3) days of sick leave (work days) to each new Probationary employee, such sick leave to be paid back as the employee accumulates sick leave credit. The advanced sick leave must be paid back to the Borough as the employee accrues it, or at the time of the employee's separation from service, whichever occurs first.

C. **Sick Leave Utilization Requirements**

Employees with accrued sick leave credit shall be allowed to utilize such sick leave for the following purposes:

1. **Personal Illness or Disability**

Any employee who has contracted or incurred and is suffering from any non-service connected sickness or disability, which renders them unable to perform the duties of their position, shall be eligible to receive paid sick leave. This also includes periods during which the employee is under enforced quarantine in accordance with community health regulations, or restricted due to exposure to a contagious disease in accordance with a doctor's order.

Employees shall also be eligible to utilize their accrued sick leave following the expiration of their duty injury leave benefits.

2. **Family Illness or Disability**

Employees shall be eligible to receive paid sick leave when there is a sickness or disability involving a member of their immediate family, which requires the employee's personal care and attendance, provided that requiring the employee to report for work would cause a serious hardship on the member of the immediate family suffering from the illness or disability. The determination as to whether or not there exists a hardship shall be made by the Chief of Police.

3. **Maternity, Medical and Extended Duty Injury Leave**

Employees shall be eligible to receive paid sick leave, to the extent they have accrued sick leave credit, approved medical leave, and approved extended duty injury leave. Maternity leave shall be treated the same as any other disability as provided by law.

D. **Vacation and Personal Leave**

When an employee becomes eligible for paid sick leave (as provided above) while on vacation or during an approved personal leave, sick leave may be used in place of vacation time or personal leave hours, provided satisfactory evidence and certification of the illness or disability is presented in accordance with Paragraph H (Sick Leave Certification and Approval) below, and subject to the approval of the employee's Department Head.

E. **Sick Leave Pay**

The rate of sick leave pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time the sick leave is being taken.

F. **Duty Injury Leave**

A duty incurred sickness or disability shall not be charged against the accumulated sick leave of an employee for one (1) year during which the employee is on approved duty injury

leave and eligible for duty injury leave benefits in accordance with applicable law, beginning with the date of injury or date of beginning of illness.

G. **Sick Leave Notification**

1. It is the responsibility of each employee requesting paid sick leave to notify their Department Head.
2. Employees who are requesting paid sick leave, in accordance with Paragraphs C.1. (Personal Illness or Disability) or C.2 (Family Illness or Disability) above, shall notify or cause notification to be made to their Department Head, at least two (2) hours before the time specified for the beginning of their work day, or as soon as reasonably possible. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made. If an employee becomes sick or ill during their work shift, they must notify or cause notification to be made to their Department Head.
3. In the event no sick leave notification is made within thirty (30) minutes after the start of the workday, or after an employee becomes sick or ill and leaves work, the employee's Department Head shall consider and handle the employee's absence as an absence without pay, unless the employee can later substantiate and document that it was impossible to make or cause such notification.
4. Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the employee's Department Head.

H. **Sick Leave Certification and Approval**

1. If the Borough has reasonable grounds to believe sick leave is being abused, it may at its discretion require any employee requesting paid sick leave to furnish substantiating evidence of a statement from their attending physician certifying that absence from work was required due to one of the reasons set forth in Paragraph C (Sick Leave Utilization Requirements) above. In any case, such certification must be presented whenever sick leave is requested for three (3) or more consecutive workdays.

2. The Borough shall have the right at its discretion to verify the report of the attending physician concerning the illness or disability of an employee, and to require the employee to be examined, at the Borough's expense, by a physician selected by the Borough to determine the nature and extent of the illness or disability.

3. As a result of such physician's statements and examinations, the Borough may approve or deny an employee's sick leave requests, and establish limits and conditions for any further approved sick leave connected with the same illness or disability.

I. **Sick Leave Release**

Any employee who is sick or disabled for three (3) or more consecutive work days may be required at the Borough's discretion; and any employee who is sick or disabled for six (6) or more consecutive workdays shall be required to secure and submit a physician's release certifying that they are fit to return to work. This release must be submitted to the employee's Department Head before the employee will be permitted to return to work. The Borough may also require, at its discretion, that an employee take a medical physical in conjunction with the above sick leave release procedure.

If the two (2) doctors disagree, the parties agree to consult with the Monmouth County Medical Society Selective to select a third qualified physician. Such physician cost will be submitted to the Employer's insurance carrier. Any cost not covered under the employee's policy shall be paid by the Borough. Such doctor's determination shall be binding upon the parties.

J. **Separation From Service**

Employees shall be paid for one-half (1/2) of their total accrued sick leave upon their retirement, including disability retirement, upon their resignation following ten (10) or more consecutive years of service in the Borough; or to their beneficiaries in case of death to a maximum of \$9,000.00. The amount of payment shall be calculated based upon the employee's prevailing hourly rate of pay in effect for the employee's regular job on the last work day of the employee's employment.

K. **Extended Leave**

After using thirty (30) days of sick leave, any bargaining unit member who shall be injured, ill or disabled from any cause not connected with his service as an employee so as to become physically unfit for work, shall be entitled to a leave of absence with pay, provided that said leave of absence is authorized by resolution of the Borough Council and in accordance with the following schedule:

1. If the employee has served for not less than one (1) nor more than ten (10) years, he shall be entitled to a leave of absence with full pay for thirteen (13) weeks, plus an additional thirteen (13) weeks at half (1/2) pay.

2. If the employee has served for more than ten (10) years, he shall be entitled to a leave of absence with full pay for twenty-six (26) weeks, plus an additional thirteen (13) weeks at half (1/2) pay.

ARTICLE XV

INSURANCE

A. Group Life & Accidental Death and Dismember Insurance

1. During the term of this Agreement, the Borough shall provide each full-time employee who is covered by this Agreement and having been employed six (6) months in a full time capacity with a \$10,000.00 Life Insurance Policy and equal amount of Accidental Death or Dismemberment (AD&D) coverage.

Retired employees with at least ten (10) years of continuous service with the Borough of Matawan covered by this bargaining unit shall be covered by a \$5,000.00 Life Insurance Policy.

2. Right to Select Carriers

The Borough reserves the right to provide this life and accidental death and dismemberment coverage through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the Borough. Notwithstanding any such changes, the level of benefits shall remain substantially similar to or greater than existing benefits.

B. Medical Insurance

1. Group Hospitalization and Major Medical Insurance

The Borough shall maintain a group medical, major medical, and hospital insurance policy, and shall pay all premium costs. The Borough and the PBA agree that the new health benefits carrier will be the State Health Benefits Program and that all bargaining unit

members will sign up for and voluntarily move into the State Health Benefits Program effective May 1, 2009 or soon thereafter as practicable.

2. **Right to Select Carriers**

The benefits provided for herein shall be provided through a self-insured plan or group insurance policy or policies issued by an insurance company or insurance companies selected by the Borough. Insurance Companies include regular line insurance companies and non-profit organizations providing hospital, surgical, or medical benefits. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the Borough and the insurance company. Notwithstanding any such changes, the level of benefits shall remain substantially similar to or greater than the existing benefits.

3. **Retiree Health Insurance**

The Borough shall assume the entire cost of hospital insurance for members of the Police Department who have retired on disability pension or who have retired after 25 or more years of service. Retiree health insurance coverage shall be applicable to the retired employee, the retired employee's spouse and the retired employee's dependents. Retiree coverage shall be consistent with and equal to the medical and dental benefits in effect at the time of the employee's retirement.

C. **Non-Duplication of Benefits**

The parties agree to coordinate benefits in situations where spouse has coverage.

D. **Optical Plan**

The Borough shall assume the cost of providing each Police Officer with an eye examination, at an optometrist selected by the Borough, once every twenty-four (24) months. The Borough shall grant each Police Officer an allowance of Seventy-Five Dollars (\$75.00)

toward the cost of one (1) pair of prescription glasses in each twenty-four (24) month period. One-half (1/2) of the members of the department shall be eligible for this benefit in each calendar year of this agreement. The Borough shall not be required to pay for more than one (1) eye examination or pay more than one (1) eye glass allowance for any Police Officer in any twenty-four (24) month period.

ARTICLE XVI

PENSIONS

During the term of this Agreement, employees shall continue to participate in the Police and Firemen Retirement System (PFRS) in accordance with and subject to the provisions of the statutes of the State of New Jersey now applicable or as they may hereafter be amended.

ARTICLE XVII

BULLETIN BOARDS

A. The Borough agrees to provide an area in the Squad Room of the Police Department for the PBA to post one (1) bulletin board. Said bulletin board shall not exceed three (3) feet by three (3) feet in area.

B. The PBA bulletin board shall be used for posting PBA notices and shall be restricted to the following:

1. Notice of PBA recreational and social activities.
2. Notice of PBA elections and results of such elections.
3. Notice of PBA appointments.
4. Notice of PBA meetings and reports and minutes thereof.

5. If the PBA desires to post any other information or material, the PBA shall first submit same to the Chief of Police or designee for his approval. The Chief of Police or designee shall have the sole discretion to approve or disapprove of said posting.

6. The PBA may also pass out individual notices and/or materials in each officer's assigned box in the Squad Room. Any such material so distributed shall be removed from each Police Officer's individual mailbox within seventy-two (72) hours.

7. All costs incident to preparing and posting of PBA material will be borne by the PBA. The PBA is responsible for posting and removing material on its bulletin board and for maintaining same in an orderly and neat fashion.

8. The PBA shall be restricted to posting its materials on the one bulletin board provided by the Borough, unless otherwise agreed upon.

ARTICLE XVIII

ASSOCIATION ACCESS

The employer agrees that a maximum of two (2) non-employee officers and/or representatives of the PBA shall have reasonable access to the premises of the Employer during working hours with advance notice to the appropriate employer representative. Such visitations shall be for the reasons of the administration of this agreement. The PBA agrees that such activities shall not interfere with the normal work duties of employees. The Employer reserves the right to designate a meeting place or to provide a representative to accompany a PBA Officer where operational requirements do not permit unlimited access.

ARTICLE XIX

PERSONNEL FILES

A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes.

Upon advance notice and at reasonable times, any member of the Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

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 it 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 file 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.

ARTICLE XX

SAFETY

A. **Compliance With Laws**

In order to have a safe place to work, the Borough agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by the Borough.

B. **Unsafe Conditions**

If an employee has justifiable reason to believe that his safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he shall inform his supervisor who shall have the responsibility to determine what action, if any, should be taken.

C. **Safety Grievances**

A grievance involving an alleged violation of this Article may be submitted directly to Step 3 of the grievance procedure and a grievance hearing shall be promptly scheduled.

ARTICLE XXI

WAGES

Base wages for employees covered by this Agreement shall be as set forth on Schedule A and B annexed.

1. The PBA agrees to waive retroactive payment for the January 1, 2015 and January 1, 2016 raises for Patrol Officer Step One and Sergeants. Officers at Patrol Officer Step One and Sergeant will move to \$107,117 and \$114, 428, respectively, effective July 1, 2016.

2. Steps for Officers Borsari, Henry and Brooks will be delayed in 2016 from July 1, 2016 to October 1, 2016. Officer Mason's step in 2017 will be delayed from March 1, 2017 to

June 1, 2017. Except as set forth herein, these officers shall receive their step movement on their anniversaries as per the contract and past practice.

ARTICLE XXII

LONGEVITY PAY

A. In addition to regular compensation each member shall be entitled to longevity payments in accordance with the following schedule:

5 Years	2.5% of base salary
10 Years	5.0% of base salary
15 Years	7.5% of base salary
20 Years	10.0% of base salary
24 Years	12.5% of base salary, up to 8,750 maximum
29 Years	15.0% of base salary

Effective January 1, 2015, the 12.5% longevity step shall be eliminated and the 10.0% longevity step shall be capped at \$15,000.00 at twenty years of service. Effective January 1, 1997 all those employees at 15% longevity shall have their longevity fixed at current numbers. The 15% longevity step is grandfathered for only those employees at the 15% step as of January 1, 1997

All members hired on or after December 7, 2011 shall be entitled to longevity payments in the amount of fifty percent (50%) of the longevity provided to employees under the Agreement at each step of the longevity scale.

Officers hired on or after July 1, 2015 shall not receive longevity pay.

B Longevity Anniversary Dates

For purposes of calculating longevity, employees hired between the period January 1st to and including June 30th shall begin receiving longevity pay on January 1st of the calendar year they will have attained their sixth year and subsequent applicable years of service.

Employees hired between the period July 1st to and including December 31st shall begin receiving Longevity pay on July 1st of the calendar year they will have attained their sixth (6th) year and subsequent applicable years of service.

ARTICLE XXIII

COLLEGE INCENTIVE BENEFITS

The Borough, in order to provide a modern and efficient police department, shall provide a college credit incentive, to those employees who enroll, attend and work for a degree in the field of Criminal Justice or Criminal Science. The Borough shall provide a tuition payment for each college credit hour satisfactorily completed while a member of the Matawan Borough Police Department. The reimbursement rate shall be at the Rutgers College credit rate for that year.

\$ 500.00	Associate Degree in Criminal Justice or Criminal Science;
\$ 750.00	Bachelor of Science Degree in Criminal Justice or Criminal Science;
\$1,000.00	For persons obtaining a Master's Degree.

The above college credit incentives shall become part of the individual's base salary. Should an employee choose to take classes in courses of study not specified above, the employee may request that the Council preauthorize tuition payment. The Council will decide on a case by case basis whether to authorize payment. Approval of tuition payment for an employee for a specified course of study shall not bind the Council in future decisions nor shall it be used as evidence of past practice in arbitration or any other proceeding.

ARTICLE XXIV

TERMINATION AND LEGALITY CLAUSES

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes,

ordinances and regulations of the United States of America and the State of New Jersey all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within thirty (30) days following commencement of the initial meeting then the matter shall be postponed until contract negotiations are reopened.

ARTICLE XXV

MISCELLANEOUS PROVISIONS

A. Excessive Absenteeism, Tardiness or Abuse of Sick Leave

It is understood that excessive absenteeism, excessive tardiness, or the abuse of sick leave constitutes just cause for discipline and it is the intent of the Borough to take corrective action up to and including discharge. Patterns of excessive use of sick leave may constitute abuse of sick leave.

B. Driver's License

All sworn personnel of the Borough Police Department covered by this agreement must possess a valid State of New Jersey driver's license.

C. Gender

Wherever the male gender is used in this Agreement, it shall be construed to include male and female employees.

D. Medical Examinations

In the interest of the public safety and in accordance with other health requirements, the Borough may require an employee to take a physical examination to be performed by a doctor(s) of the Borough's choice. When the appointment for such examination is during an employee's regularly scheduled work hours, he/she will receive straight time compensation for those hours.

The cost of said examination will be borne by the Borough. The results of said examination shall be furnished to the employee.

E. **Notices**

Notices hereunder shall be deemed to have been adequately given if served by registered mail, return receipt requested upon the persons named below at the address indicated, unless otherwise notified in writing:

Notice to the Association shall be addressed to:

Matawan PBA Local 179
P.O. Box 261
Matawan, New Jersey 07747

Notice to the Borough shall be addressed to:

Office of the Borough Administrator
Borough of Matawan
201 Broad Street
Matawan, New Jersey 07747

F. **Employee Notice to Employer**

Employees shall notify the Borough Clerk and Chief of Police immediately of any changes in address, telephone number, marital status, exemption claims for withholding tax or record of immediate family including but not limited to the status of dependents as it pertains to school attendance as it would apply to insurance coverage.

G. **Outside Employment**

The employee agrees that his position as a Police Officer shall be considered as primary employment. Any outside employment which affects the employee's primary employment may subject the employee to disciplinary action.

H. **Police Officer's Bill of Rights**

1. No Police Officer shall be required or compelled to cooperate in any interrogation or interview unless the following procedures are followed:

a. The interrogation shall be conducted at a reasonable hour, preferably at a time when the officer is on duty.

b. The interrogation shall take place at the office in command of the investigation, when possible.

c. The officer under interrogation shall be informed of the name, rank, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation.

d. The officer under investigation shall be informed in writing of the nature of the complaint prior to any interrogation, and of the names of all complainants and witnesses unless such disclosure would be potentially harmful in any way to the individuals or to the investigation.

e. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

f. If any officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

g. No state statute shall abridge nor shall the Borough of Matawan adopt any regulations which prohibit the right of any officer to bring suit arising out of his duties as an Officer of the Borough of Matawan providing that, when an officer files suit, that this officer notifies the Chief of Police of his intention to do so.

h. No officer shall be compelled to speak or testify before, or be questioned by any non-governmental agency.

i. No officer shall be compelled to speak or testify before, or be questioned by any non-governmental agency.

j. Every officer shall have the right to representation at the officer's expense.

2. No Police Officer shall be required or requested to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his family or household) unless such disclosure is required by law or judicial order.

3. If the investigation or interrogation of an officer results in the recommendation of some action, such as demotion, transfer, dismissal, loss of pay, reassignment, or similar action which either could or would be considered a punitive measure, before taking such action the Borough shall follow the procedures set forth by the Borough of Matawan, Police Rules and Regulations.

I. **Retroactivity**

Employees covered by this Agreement who are still on the active payroll as of the beginning of the payroll period immediately following ratification of this Agreement by both parties and those who have retired in good standing during the term of the Agreement through the date of full ratification shall receive a retroactive payment computed on the difference between the new rates effective the beginning of said payroll and the rates prior to ratification for each hour actually worked between the start date of this contract and said payroll period.

J. **Shift Exchange**

The Chief of Police or his designee may, at his/her discretion, grant the request of any two (2) members of the Department to exchange tours of duty or days off, without a change in pay, provided that, in the opinion of the Department Head, they are equally capable to perform each other's respective jobs, and able and willing to make the exchange. Requests to exchange tours of duty or days off shall be made in writing.

K. **Uniform Allowance**

1. For each calendar year January 1 to and including December 31 each permanent Police Department employee shall be eligible to receive an annual uniform allowance totaling \$1,000.00.

2. This annual uniform allowance shall be for each calendar year, beginning at the time a Probationary employee attains permanent status. When a Probationary employee attains permanent employment status during the calendar year, the above annual uniform allowance and the current quarterly payment shall be prorated accordingly.

L. **Uniform Allowance/Change of Uniform Style or Colors**

Any change or addition to said uniform requirements shall be issued by the Borough, without cost to the employee.

M. **Uniform Allowance/Cleaning**

The cleaning of said uniforms prescribed by the Police Department shall be the responsibility of the employer.

N. **Association Representation**

1. The Association shall have the right to certify three (3) members to serve as a Grievance Committee and participate in the Grievance Procedure to the extent set forth in

Article VII, Grievance Procedure, of this Agreement. It is understood that the Borough will not be responsible for paying the members of the Grievance Committee for time spent related to either investigation grievances, attending grievance meetings or consulting with employees on matters related to Article VII, Grievance Procedure; however, a minimum of one (1) committee member shall be released from duty with no loss of pay or other benefit to participate when needed.

2. The President of the Association shall notify the Borough Administrator, in writing, of the name of the Association President and members of the Grievance Committee. Said notification will be made within seven (7) calendar days of the certification of these individuals by the Association.

3. The Association Steward or other appropriate Local Association Representative may represent the Association or Association Members in matters appropriate for Consultation and Grievance handling as set forth in Article VII, Grievance Procedure.

O. **Wage Assignment or Garnishment**

The employer shall not impose disciplinary action against any employee for any wage assignment or garnishment.

P. **Shift Change**

Absent an emergency, as determined by the Chief of Police or his/her designee, no officer's shift shall be changed without such officer first being given forty-eight (48) hours' advance notice of such shift change. It is required that Sergeants be given twenty-four (24) hours' advanced notice of such shift change.

Q. Detective Bureau

Any officer assigned to the Detective Bureau shall receive a prorated stipend of two thousand five hundred dollars (\$2,500.00) to be paid on or before the last pay period in November.

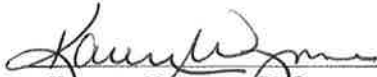
ARTICLE XXVI

TERM OF AGREEMENT

THIS AGREEMENT shall be effective as of the first day of January 2015 and shall remain in full force and effect until the 31st day of December 2017, and shall automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the anniversary date that it desires to modify or terminate the Agreement. In the event such notice is given, negotiations shall begin no later than one hundred fifty (150) days prior to the anniversary date. This Agreement shall remain in full force and effect during the entire period of negotiations for a modification of this Agreement, and shall automatically be extended until such time as a new or modified Agreement is approved by both parties, effective date of termination notwithstanding.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officer this 7 day of February, 2017.

ATTEST:




Karen Wynne, RMC
Municipal Clerk

BOROUGH OF MATAWAN



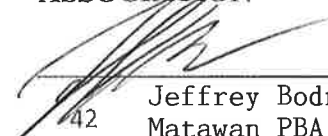
Mayor Joseph Altomonte

ATTEST:



Eric Budelmann

**POLICEMEN'S BENEVOLENT
ASSOCIATION**



42 Jeffrey Bodner, President
Matawan PBA Local 179

SCHEDULE A
Officers hired prior to 4/1/15

STEP/RANK	2014		1/1/2015*	1/1/2016*	7/1/2016	1/1/2017
Academy	\$ 31,456		\$ 31,456	\$ 31,456	\$ 31,456	\$ 31,456
7	\$ 39,411		\$ 39,411	\$ 39,411	\$ 39,411	\$ 39,411
6	\$ 47,566		\$ 47,566	\$ 47,566	\$ 47,566	\$ 47,566
5	\$ 55,321		\$ 55,321	\$ 55,321	\$ 55,321	\$ 55,321
4	\$ 63,277		\$ 63,277	\$ 63,277	\$ 63,277	\$ 63,277
3	\$ 76,503		\$ 76,503	\$ 76,503	\$ 76,503	\$ 76,503
2	\$ 89,731		\$ 89,731	\$ 89,731	\$ 89,731	\$ 89,731
1	\$ 102,958		\$ 105,017	\$ 105,017	\$ 107,117	\$ 109,584
Sergeant	\$ 109,500		\$ 111,629	\$ 111,629	\$ 114,428	\$ 117,076

*Step 1 and Sergeants agree to waive retro payments for 2015 and through 6/30/16.

SCHEDULE B

Officers hired on or after 4/1/15

STEP/RANK	4/1/2015	1/1/2016	7/1/2016	1/1/2017
1	\$ 31,456	\$ 31,456	\$ 31,456	\$ 31,465
2	\$ 38,150	\$ 38,150	\$ 38,366	\$ 38,568
3	\$ 44,844	\$ 44,844	\$ 45,276	\$ 45,671
4	\$ 51,538	\$ 51,538	\$ 52,186	\$ 52,774
5	\$ 58,232	\$ 58,232	\$ 59,096	\$ 59,877
6	\$ 64,926	\$ 64,926	\$ 66,006	\$ 66,980
7	\$ 71,620	\$ 71,620	\$ 72,916	\$ 74,083
8	\$ 78,314	\$ 78,314	\$ 79,826	\$ 81,186
9	\$ 85,008	\$ 85,008	\$ 86,736	\$ 88,289
10	\$ 91,702	\$ 91,702	\$ 93,646	\$ 95,392
11	\$ 98,396	\$ 98,396	\$ 100,556	\$ 102,495
12	\$ 105,017	\$ 105,017	\$ 107,117	\$ 109,584
Sergeant	\$ 111,629	\$ 111,629	\$ 114,428	\$ 117,076