

AGREEMENT

between

THE BOROUGH OF GARWOOD

and

THE NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION

GARWOOD, LOCAL #117

PATROL AND SUPERIOR OFFICERS

JANUARY 1, 2007 THROUGH DECEMBER 31, 2011

PREPARED BY:

METS SCHIRO & MCGOVERN, LLP

P.O. BOX 668

WOODBIDGE, NJ 07095

732-636-0040

WWW.MSMLABORLAW.COM

PBA 117 ATTORNEYS

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PREAMBLE

This Agreement entered into this 26th day of June 2007 between the Borough of Garwood, in the County of Union, State of New Jersey, hereinafter referred to as the "Borough" or "Employer" and the Policemen's Benevolent Association, Local No. 117, hereinafter referred to as the "PBA".

WITNESSETH

WHEREAS, the Borough and the PBA recognize and declare that providing quality police protection for the Borough is their mutual aim; and

WHEREAS, the Borough has the obligation, pursuant to Chapter 303, Public Laws of 1978, as amended, to negotiate with the PBA as the representative of employees hereinafter designated with respect to the terms and conditions of employment;

WHEREAS, the parties have reached certain understandings which they desire to confirm in this AGREEMENT;

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

The Borough hereby recognizes the PBA as the sole and exclusive representative and bargaining agent for all police officers employed by the Borough and Police Department excluding the Chief of Police, for the purpose of collective negotiations with respect to salaries, hours of work, benefits, working conditions, procedures for adjustment of disputes and grievances and other related matters.

ARTICLE II
MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States and any modifications made thereto, and any ordinances and resolutions passed by the governing body.

B. The PBA recognizes that the Borough's rights to manage its affairs and direct its work force, and within existing framework with the Statutes of the State of New Jersey, to maintain the Borough of Garwood in the County of Union in as efficient a manner as is consistent with good management practices and fair labor standards. The Borough has, and is vested with, all the customary and usual rights, powers, functions, and authority of management. The PBA further recognizes that the management of the Borough, the control of its properties and the maintenance of order and efficiency is solely a responsibility of the Borough.

C. All rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the Borough. The Borough shall have all other rights and prerogatives including those exercised unilaterally in the past subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement

D. The Borough retains the sole right to suspend, demote, discharge or take other disciplinary action for good and just cause according to law, provided that in the exercise of this right it will not act in violation of the terms of this Agreement.

E. The PBA agrees that the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in

connection therewith shall be limited only by the specific and express terms hereof as are in conformance with the Constitution and Law of New Jersey and of the United States and ordinances of the Borough of Garwood provided same are not inconsistent with the provisions of this Agreement.

F. The Borough agrees the Management Rights Article shall not be used as a guise to unfairly discriminate against any employee(s) or the PBA.

G. The Borough has the sole and exclusive responsibility for determining the manning strength of the police department and to determine the level of services and funding in order to protect the health, welfare and safety of residents and employees. In order to protect the health and safety of the employees of the police department and the residents of the Borough, the employer shall attempt to maintain sufficient manpower on each shift in order to allow for backup in emergency situations provided, however, that this shall not be interpreted as establishing any specific minimum manning requirement.

H. The Borough may employ a dispatcher or dispatchers to conduct dispatching and other appropriate functions. The Borough will not lay off police officers for the purpose of replacing them with dispatchers, but it may replace police officers with dispatchers through attrition.

ARTICLE III
POLICE OFFICER'S RIGHTS

A. Pursuant to Chapter 303, Public Laws of 1968, as amended, the Borough hereby agrees that every regular police officer shall have the right to organize and freely join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any police officer in the employment of any rights conferred by Chapter 303, Public Laws of 1968, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any police officer with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the PBA and its affiliates, his/her participation in any legal activities of the PBA and its affiliates, collective negotiations with the Borough, or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any term or condition of employment.

B. Upon written advance request, an employee shall be given the opportunity to review and examine pertinent non-confidential documents including those related to performance evaluation and conduct in his/her personnel file or in any permanent supplementary file. The Employer shall honor an employee's written request for copies of such documents in the file. Any review and examination shall take place in the presence of an appropriate official of the Department. The employee may file a written response of reasonable length to any document in the aforesaid file which is derogatory or adverse to the employee, and the response will be included in the personnel file or permanent

supplementary file. The employee shall be given a copy of any derogatory or adverse material which is placed in the employee's Personnel file. The Employee shall sign a receipt for such material, whether or not the employee agrees with the content.

C. Departmental Investigations

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

1. The interrogation of an officer shall be at a reasonable hour, preferably when the officer is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogation shall take place at a location designated by the Chief or his/her designee.
3. The officer will be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the officer of the allegations shall be provided. If it is known that the officer is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning will be reasonable in length. Fifteen (15) minutes time will be provided for personal necessities, meals, telephone calls and rest periods at the end of every two (2) hours upon request of the officer.
5. At every stage of the proceedings, the Department will afford an officer, if requested, the opportunity to consult with counsel or his/her PBA representative prior to being questioned concerning a violation of the rules and regulations. However, such request will not delay the interrogation beyond four (4) hours.
6. In cases other than departmental investigations, if an officer is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his/her rights pursuant to the current law.

7. Nothing herein shall be construed to deprive the Department or its officers the ability to conduct the routine and daily operations of the Department.
8. Under no circumstances shall the Borough or Department influence, request or require an officer to take a polygraph or voice print examination.
10. A targeted Officer shall be notified of the findings and the results of the investigation in writing within fifteen (15) days of the conclusion of the Internal Affairs investigation. This 15 day period is not to be deemed a waiver by the Borough of the 45 day requirement in NJSA 40A:14-147.
11. When an Officer is involved in a critical incident, he shall be immediately removed from the area or as soon thereafter as possible if he requests medical treatment or evaluation.
12. The Department may make an audio or video recording of the interview or a stenographic record. A transcript or copy of the recording shall be made available at no expense to the officer, if applicable, at the appropriate stage of any disciplinary proceeding. Any officer may make a recording of the interview, provided that he shall first notify the department. If the officer records the interview, a copy of the recording shall be made available to the department upon request, at the department's expense, which shall not exceed the cost of the medium upon which the recording is made.

ARTICLE IV
GRIEVANCE PROCEDURE

The procedure for adjusting grievances shall provide the officer with full opportunity for presentation of his/her grievance and for the participation of the PBA representatives. Should a dispute arise between the Borough, the PBA, and any member officer as to the meaning, application or operation of any provision of this Agreement, such dispute or difference shall be presented by any one of the parties within no more than *seven (7)* days from the time the same arose, and settled in the manner prescribed herein. The procedure hereby established, unless changed by mutual consent or waived in part or in its entirety, shall be as follows:

Step A. The appropriate PBA representative, the aggrieved party, and the Chief of the Department or his/her representative shall attempt to reach a settlement of the dispute. If they fail to reach an agreement within *five (5)* work days, the aggrieved party shall furnish a written statement of the grievance to the Police Commissioner on a form provided by the Borough for automatic referral to Step B.

Step B. One or more members of the Grievance Committee designated by the PBA and the Police Commissioner shall attempt to settle the dispute within five (5) days or the dispute will automatically be referred to Step C.

Step C. One or more members of the Grievance Committee designated by the PBA and the Mayor and Council shall attempt to settle the dispute within *fifteen (15)* work days. Should no acceptable solution be reached or should no response be received by the PBA within *fifteen (15)* work days, then the PBA, solely, or Borough, shall have the right to submit the matter to the New Jersey Public Employment Relations Commission (PERC) for binding arbitration. The P.B.A. shall notify the Borough within *ten (10)* work days of receipt of the answer or from the date on which the answer was due of its intent to file for arbitration under the terms of this Article.

The arbitration shall be conducted in accordance with the rules and regulations of PERC. The cost of said arbitrator shall be borne equally by the parties. The respective costs incidental to the representation of the parties through the proceedings shall be borne by each party incurring the same.

The decision of the arbitrator shall be in writing and shall be final and binding on the parties. The arbitrator shall have no authority to add to, delete from, or modify the terms of this Agreement.

All matters governed by this Agreement shall be arbitrable to the extent permitted by law.

Any grievance not processed within the time periods set forth herein, or pursued to the next step within the time periods prescribed herein shall be deemed waived. The parties may mutually agree in writing to extend the time limits at any step of this procedure.

ARTICLE V
VACATIONS AND HOLIDAYS

A. VACATIONS

Police officers shall receive annual vacations as follows:

(1) Any police officer who has not completed one year of service (to be computed from the date of his/her appointment) shall receive *forty-eight (48) hours* vacation after completion of his/her probationary period.

(2) Officers who have been continuously employed for not less than one year up to five (5) years shall receive 80 hours vacation with pay.

(3) Officers who have been continuously employed for not less than five (5) years and up to ten (10) years shall be entitled to 120 hours vacation with pay.

(4) Officers who have been continuously employed for not less than ten (10) years up to fifteen (15) years shall be entitled to 144 hours vacation with pay.

(5) Officers who have been continuously employed for not less than fifteen (15) years up to twenty (20) years shall be entitled to 160 hours vacation with pay.

(6) Officers who have been continuously employed for not less than twenty (20) years up to twenty-five (25) years shall be entitled to *200 hours* vacation with pay.

(7) Officers who have been continuously employed for not less than twenty-five (25) years shall receive 240 hours vacation with pay.

(8) Vacations are to be taken from January 1st to December 31st at the Police Chief's discretion.

(9) Due to the change as of January 1, 1993, hereinafter set forth, to the four (4) day on, four (4) day off -- twelve (12) hour day schedule, vacation periods

will be converted as of January 1, 1993 from working days to working hours. For example, for a police officer employed for not less than one (1) year up to five (5) years who now receives "*ten (10) working days vacation*" shall receive "*eighty (80) work hours vacation*". This change from days to hours is not intended to change the method of utilization of vacation periods. Detectives' vacation hours shall be based on an 8.5 hour day. For example, a detective who received 10 working days vacation shall receive 85 hours of vacation.

B. HOLIDAYS

(1) All police officers shall receive *fifteen (15) holidays* per year.

(2) In 2002, all police officers shall receive *one hundred twenty (120) holiday hours*, which are to be taken off at the employee's discretion with the approval of the Chief of the Department and in accordance with the previously acknowledged method of utilization. Beginning January 1, 2003 and for each year thereafter, all police officers shall receive *one hundred twenty (120) holiday hours pay*, which shall be calculated each year following the calculation of the new salary guide or salary figures. Said holiday compensation shall then be considered as part of the employee's creditable base salary.

(3) The PBA authorizes the Borough to withhold said holiday pay, less appropriate deductions, from each employee's pay. The Borough shall then disperse said withholdings in a single check, not later than November 30th of each year. Should the employee leave the Borough's employment prior to December 25th, said employee's final check shall reflect the advancement of the payment subject to proration as set forth in (5) below.

(4) A new employee shall receive holiday compensation in his/her first contract year pro-rated at 1/12 per month.

(5) An employee that leaves the department other than by retirement shall have his/her holiday compensation pro-rated at 1/12 per month for the last year of employment.

(6) Vacation selection grievances arising out of platoon re-assignments shall proceed directly to expedited arbitration (heard within 2 days of the date the grievance was filed) before Arbitrator James Mastriani, who shall issue a bench ruling.

C. PAY IN LIEU OF

In the event vacations are not taken by December 31st, the employee shall be paid for the remaining days at the employee's per diem rate, up to a maximum of 72 hours for the unused vacation days. All vacation shall be accounted for by November 30th and the days not taken shall be paid for in the first pay period of December.

D. PERSONAL DAYS

Each police officer shall receive *two (2) personal days*, which days may be taken off at the employee's discretion with the approval of the Chief of the Department provided that at least 48 hours written notice is given to the Chief of the employee's intention to use his/her personal days. In the event that personal days are not used by the end of the calendar year, no payment of same shall be made and such days shall not be accumulated from year to year. Additionally, each police officer shall have one (1) additional personal day subject to the above restrictions, and subject to the further restriction that such personal day cannot be utilized if the utilization will create the need for overtime work.

E. TERMINAL LEAVE

Upon special retirement, each officer shall be entitled to *one (1) calendar month* of terminal leave, provided said officer is eligible for regular retirement under the Police and Firemen's Retirement System (exclusive of disability retirement), and provided that said officer advised the Mayor and Council in writing on or before ninety (90) days prior to the adoption of the coming budget of his/her intention to retire.

Upon regular retirement, the Borough shall compensate the employee in the amount equal to the employee's regular rate at the time of retirement for *fifty percent (50%)* of all accumulated and unused sick time accrued from January 1, 1978 and thereafter. Said payment shall be in a lump sum check.

Further, the Borough shall pay the employee at the employee's regular rate at the time of retirement for all unused accrued vacation and compensatory time regardless of the type of retirement, provided that no change in practice is intended.

Entitlement to sick time, holidays, personal days and vacation time shall be up to and including the calendar year of retirement only. In order to receive the annual sick leave, holiday leave, personal days and vacation accrual for the employee's retirement year, the employee must physically work at least one day into the new year. In no case shall an employee be permitted to take a leave into a new year and bridge the new year's entitlement for these retirement purposes.

F. **SELECTION**

For purposes of selecting vacation time off, officers shall pick and be awarded vacation time off in accordance with seniority within each respective rank, that is, either patrol officers or superior officers.

If a steady platoon system is utilized by the Borough to implement the four (4) on/four (4) off schedule, it is agreed that vacation selection provisions of Article V, Section F, shall not apply and vacation selection shall be made by seniority in the platoon, rather than by seniority in rank. Further, it is agreed that when one officer in a

platoon is on vacation, no other officer in that platoon shall take a vacation time unless specifically approved of by the Chief of Police. As a general rule, same will not be allowed.

G. The change in the contract from days to hours for such items as vacations, holidays and the like is not intended to change the method of utilization of same.

ARTICLE VI
LONGEVITY

A. The following shall be the longevity schedule for those officers hired *prior to January 1, 1998*:

<i>Years Completed</i>	<i>Amount</i>
4 years	3% over base pay
8 years	4% over base pay
12 years	5% over base pay
15 years	6% over base pay
20 years	7% over base pay

Additionally, as to officers employed as of January 1, 2005 (and not as to those hired after January 1, 2005), an additional one percent (1.0%) over base pay after 23 years completed as a police officer of the Borough of Garwood, or after 20 years as a police officer of the Borough of Garwood with 23 years of creditable service in the police and firemen's retirement system, or after completion of 24 years in the police and firemen's retirement system.

B. The following shall be the longevity schedule for those officers hired *after January 1, 1998*:

<i>Years Completed</i>	<i>Amount</i>
5 years	3% over base pay
10 years	4% over base pay
15 years	5% over base pay
20 years	6% over base pay

Additionally, as to officers employed as of January 1, 2005 (and not as to those hired after January 1, 2005), an additional one percent (1.0%) over base pay after 23 years completed as a police officer of the Borough of Garwood, or after 20 years as a police officer of the Borough of Garwood with 23 years of creditable service in the police and firemen's retirement system, or after completion of 24 years in the police and firemen's retirement system.

ARTICLE VII

SICK LEAVE

A. Police officers shall be granted *one hundred twenty (120) hours* sick leave per year (except for the detective, who shall be granted fifteen (15) sick days per year).

Commencing January 1, 1981, any amount of sick leave not used in any calendar year shall accumulate to the employee's credit from year to year and may be used if and when needed.

For the purpose of computing the amount of sick leave in the "*bank*" as of December 31, 1980, the number of days reflected in each officer's terminal leave account as of December 31, 1980 shall be multiplied by two (2). Commencing January 1, 1981, sick leave shall be utilized and accumulated from year to year in accordance with this Article VII. Terminal leave credit shall continue to accrue in accordance with Article V, Section E, and it is understood that no changes in such terminal leave plan are being made hereby.

B. When ill, a police officer shall check in with the officer on the desk and provide as much notice of absence as possible. Every absence in excess of three (3) consecutive working days must be certified by a written statement from the employee's attending physician.

C. The Borough reserves the right to request a physical examination by the Borough Physician at the Borough's expense in all cases of illness or disability.

D. A new employee shall receive twelve (12) hours sick leave at the completion of two (2) months and an additional twelve (12) hours every month thereafter to the maximum of one hundred and twenty (120) hours for that initial contract year.

E. It is acknowledged by the Borough and by the PBA that injuries arising out of and in the course of the employee's employment by the Borough of Garwood are

subject to the worker's compensation statutes and other controlling or applicable statutes of the State of New Jersey.

F. Each officer, solely at the officer's option, shall be entitled to "*cash in*" each year's unused sick leave at the end of that year equal to ***fifty percent (50%)*** of the employee's unused annual sick leave allotment. Thus, an employee could cash in a maximum of one hundred twenty (120) hours annually, assuming that no sick leave was used in that year. The amount received would be sixty (60) hours pay at the officer's regular rate.

G. The change in the contract from days to hours for such items as sick leave is not intended to change the method of utilization of the same.

H. Sick leave may be utilized by employees to care for members of their immediate family household who may be requiring such attention in accordance with the Family and Medical Leave Act.

I. Long Term Disability Bank.

1. After two (2) years of service, each employee shall receive one lifetime long term disability bank (LTDB) of six (6) months' disability pay which LTDB shall be available to the employee after thirty (30) calendar days of non-work related sickness or disability ("the waiting period"). The LTDB shall not be construed as "sick leave" or as "Worker's Compensation. During the thirty-day waiting period, the employees may utilize sick days if available. If the employee does not have enough available sick time, the employee shall be allowed to borrow sick time from the subsequent year, only. If the employee does not return to employment and consequently does not earn the borrowed sick time, he shall be required to reimburse the Borough for the borrowed time. The employee shall receive full pay for so long as the sickness or disability continues and for so long as the employee has

remaining time in the LTDB. The Borough reserves the right to insure itself for sickness and disability of employees. Employees utilizing the long term disability or any other form of Borough compensation, including sick time, for any event covered by insurance for sickness, injury or disability, shall cooperate fully with the Borough and the carrier in reporting, verifying and processing claims. The determination of the Borough's disability insurer, if there is one, shall be binding on the employee as to the employee's continued eligibility for disability payments and for utilization of the LTDB. The employee shall cooperate fully with the disability carrier, if applicable. Failure to cooperate shall result in cessation of payment through the LTDB.

2. An employee who utilizes part of the LTDB shall retain the remainder for future use. An employee who utilizes the entire LTDB, whether as one or several instances of sickness or disability extending beyond the thirty-day waiting period for each occurrence, shall have no further benefits under this provision and the Borough shall have no further obligation to the employee for sickness or disability, provided that the employee may utilize accumulated sick leave, or other accumulated paid time off, if available, for any period of sickness or disability.
3. Whenever any absence of eight (8) calendar days or more is anticipated, the employee shall provide a physician's certificate as to the nature of the sickness or disability and the anticipated duration thereof. The Borough may require a new certification every three (3) weeks. The employee shall also provide such certifications or forms as the Borough or its insurer may require. The Borough reserves the right at any time to have a physical examination by a physician of its choice at the Borough's expense.

4. Any employee who has never utilized any portion whatsoever of the employee's LTDB and who is entitled to terminal leave under Paragraph E of Article V heretofore above, shall be entitled to receive one (1) additional month of Terminal Leave.

J. Disability Plan :

The Borough shall continue to maintain its presently existing disability policy (or an equal or better policy) for all bargaining unit members who are eligible under the policy who have exhausted their accrued paid leave banks and who have used their LTDB. Employees shall be allowed to borrow sick time from the subsequent year, only to cover the waiting period under the policy. If the employee does not return to employment and consequently does not earn the borrowed sick time, he shall be required to reimburse the Borough for the borrowed time.

b. While on long-term disability receiving disability benefits under the policy, an employees pay will be 66 2/3% of his/her base salary up to a maximum of \$700.00 per week (plus any index that the insurance carrier applies). Pension contributions and benefits shall continue. The disability check shall be endorsed by the employee to the Borough.

c. The Borough shall establish a payroll deduction for employees who elect to purchase a supplemental disability policy.

ARTICLE VIII
CLOTHING ALLOWANCE

A. All newly appointed officers shall receive a new full uniform upon appointment which shall consist of the following:

- | | |
|--------------------------------------|-------------------------|
| 5 - Winter shirts with patches | 1 - Pair boots |
| 5 - Summer shirts with patches | 2 - Ties |
| 3 - Pairs of pants | 1 - Tie clip |
| 1 - Blouse with patches | 1 - Pair winter gloves |
| 1 - Winter coat with patches | 1 - Badge holder |
| 2 - Hats | 1 - Winter hat |
| 1 - Summer baseball cap | 1 - Rain coat |
| 1 - Pair of shoes | 1 - Bullet proof vest |
| 1 - Rain hat cover | 1 - Name Tag |
| 1 - Pair of collar pins | 1 - Mid-season jacket |
| 1 - Capsten Spray and Leather holder | 1 - Turtleneck / Dickie |

A newly appointed officer may be issued used leather goods provided that they are approved by the firearms officer.

B. All other officers, except the detective, are to receive a clothing allowance **\$710.00** per annum. Payment shall be made in a lump sum cash payment by March 15th of each year. All police officers are responsible for maintaining their clothing in serviceable condition to the satisfaction of the Chief of the Department. Effective January 1, 2008, this benefit shall be eliminated.

C. When an officer goes from uniform to civilian clothes or vice versa, the Borough will reimburse the officer for the change in uniform at a maximum amount of

\$450.00. Any changes in uniforms for the department as a whole mandated by the Borough shall be paid for in total by the Borough.

D. The detective shall receive a clothing allowance of **\$710.00** per annum to purchase civilian clothes. Payment shall be made in a lump sum cash payment by March 15th of each year. This shall not be in addition to monies received in paragraph B. Effective January 1, 2008, this benefit shall be eliminated.

E. Uniforms damaged in the line of duty or civilian clothes in the case of the detective shall be replaced new by the Borough, provided it is reported to the desk officer.

F. In addition to the clothing allowance provided by above, all uniformed and non-uniformed personnel shall receive a clothing maintenance allowance of **\$260.00** per annum. Said maintenance allowance shall be paid annually to each employee upon final adoption of the budget. Effective January 1, 2008, this benefit shall be eliminated.

G. Capsten or Pepper Spray shall also be considered as part of the regular uniform, for officers who have qualified with same in accordance with Department SOP.

ARTICLE IX
EMERGENCY TIME OFF

A. **Death in the Family**

In the event of a death of a police officer's wife, child, stepchild, brother, sister, mother, father, step parents, mother-in-law, father-in-law or grandparents, the police officer will be granted a leave during the period of 30 days from the date of death not exceeding *four (4) scheduled working days*. A police officer will be granted leave of *one (1) day*, (day of burial) in the event of the death of a brother, sister, or grandparents of his/her spouse.

B. In the event of an emergency illness or accident to a member of his/her family, a police officer shall be given *one (1) duty day* or evening off per year with notice to the duty officer. For the purpose of this Article, a police officer's family shall include the spouse, child, parent, brother, and sister of the police officer.

ARTICLE X
INSURANCE

A. Health Benefits

The Borough of Garwood shall provide health benefits for the members of the bargaining unit to the extent provided for in Resolution 3108 adopted by the Mayor and Council on December 9, 1975, a copy of which is on file with the Borough Clerk and annexed hereto as Addendum A. The plan of health benefits is annexed hereto as Appendix B. If the Borough elects to change insurance carriers or plans or to be self-insured, the new benefits provided shall be equal to or better than the benefits set forth herein. The Borough shall obtain a letter from the insurer or broker confirming that the new benefits are equal to or better than the replaced benefits. Said benefits, including dental benefits as set forth below, shall apply to eligible retirees and their dependants as set forth in the attached Addendum A. Retiree survivor benefits shall be provided only to the officer's spouse and dependants at the time of retirement.

B. Dental Insurance

The Borough of Garwood will provide a Dental Plan through the State Health Benefits Plan Dental Plan. The Borough will pay 100% of the cost for a dental DPO for employee and dependants. If the employee wishes to participate in the DEP dental plan, the employee will pay 50% of the premium cost through a payroll deduction.

C. Other Insurance

The Borough shall provide liability insurance, worker's compensation insurance, and false arrest insurance for all police officers. In the event criminal or civil charges are brought against a police officer as a result of performance of his/her duty, the Borough shall provide him with an attorney of his/her choice to defend such action, provided, however, that where civil charges are defended by the insurance carrier, the

police officer shall accept such defense. Where the officer is entitled to retain an attorney of his/her choice, the attorney chosen by the officer shall submit his/her proposed fees to the Borough. The Borough shall not be obligated to pay fees in excess of the rate paid by the Borough to the Borough Attorney or one hundred dollars (\$100.00) per hour, whichever is greater. The Borough shall only be obligated to pay reasonable fees. The Borough shall only be obligated to pay for the officer's defense in accordance with N.J.S.A. 40A: 14-155.

ARTICLE XI

HOURS OF WORK, SALARIES AND OVERTIME

A. Hours of Work

The work schedule for all uniformed officers, patrol and superior, shall be pursuant to a schedule based upon two shifts daily of twelve (12) hours each. The schedule will provide for an eight (8) day work week, with four (4) twelve (12) hour days on and four (4) days off each eight (8) day work week.

The schedule for the detective shall be based upon a seven (7) day work week consisting of five (5) 8.5 hour shifts per week.

Deviations from this schedule shall be permitted, pursuant to mutual agreement between the police officer involved and the Chief of Police.

B. Salaries

Salaries are attached hereto as Addendum C.

C. Overtime

(1a) Pursuant to Section 207K of the Fair Labor Standards Act, a twenty-eight (28) day/one hundred seventy-one (171) hour work period is established. Police officers shall receive pay at the rate of time and one-half or compensatory time at the rate of time and one-half, at the officer's option, for any time over one hundred seventy-one (171) hours in the twenty-eight (28) day work period.

(1b) Subparagraph (1a) shall not apply to the detective. Pursuant to Section 207K of the Fair Labor Standards Act, a seven day, 42.5 hour work period is established for the detective. The detective shall receive pay at the rate of time and one-half or compensatory time at the rate of time and one-half, at the officer's option, for any time over 8.5 hours in one day or 42.5 hours in one week.

(2) A police officer shall receive a minimum of three (3) hours overtime for his/her appearance in court or Grand Jury, provided said appearance is by subpoena, or is authorized by one of the following: The Municipal Prosecutor, Judge of the Municipal Court, or Chief of Police. . All other call-ins outside an Officer's or Detective's regular work hours are subject to the three (3) hour guarantee. All call-in related overtime is to be exempt from 28 day rule as in the above cited Act.

(3) Regular police officers shall be given first priority to work all open shifts which are available resulting from sickness, vacation, holidays, or the inability to fill the duty roster with regular police officers. The Chief of Police or officer in charge, shall make the selection of the regular officer to be assigned to the open shift on a basis which will give equal opportunity for all regular personnel to participate. In making assignments to the open shift, a regular patrol officer or officer shall be assigned on his/her off duty day in order to avoid shifts of longer than twelve (12) hours duration. When such an officer is not available, any police officer may be assigned to the open shift. The assignment to the open shift of a regular police officer already scheduled to work shall be for a tour of duty not in excess of four (4) hours, except at the discretion of the Chief of Police in an emergency or other similar situation.

(4) Nothing contained herein shall be interpreted to prohibit the Borough from using Special Law Enforcement Officers in any manner it deems appropriate, consistent with the provisions of the "Special Law Enforcement Officers Act" and the express language of this Agreement.

(5) Whenever a patrol officer or the detective shall be "Shift Commander", he shall be compensated at the Sergeant's rate for that shift.

D. Secondary or Off-Duty Employment

(1) The following definitions shall apply to this subsection:

(a) Employment: The provision of a service, whether or not an exchange for a fee or other service. Employment does not include volunteer charity work.

(b) Extra-duty employment: Any employment that is conditioned on the actual or potential use of law enforcement powers by the police officer employee.

(c) Regular off-duty employment: Any employment that will not require the use or potential use of law enforcement powers by the off-duty employee.

(2) Police officers may engage in regular off-duty employment, provided, however, that off-duty employment shall be subject to approval of and limitation of same by the Chief of Police.

(3) All extra-duty employment shall be arranged for by the police department subject to the approval of the Chief of Police. Any governmental entity, business entity, or non-profit entity seeking to hire police services shall enter into a contract with the Borough with respect to same. All police officers seeking to perform extra-duty employment shall be eligible to perform same on a rotating non-discriminatory basis, subject to the approval of the Chief of Police. Extra-duty employment shall be at the option of each police officer. Police officers engaging in extra-duty employment shall observe their normal standards of conduct during such employment and shall be subject to disciplinary action for failure to do so.

(4) Regular off-duty employment and extra-duty employment shall be subject to regulations and standards to be adopted by the Chief of Police, which regulations and standards shall be generally in accordance with the Model Off-Duty Employment Policy adopted by the International Association of Chiefs of Police.

(5) All payments for extra-duty employment shall be paid by the employer to the Borough of Garwood. The charge to said employer shall be fixed by ordinance or resolution and shall include an administrative fee to be retained by the

Borough of Garwood. The remaining portion of the charge shall be paid to the officer on the next subsequent regular pay day which shall be at least seven (7) days subsequent to the receipt of the fee from the employer. Extra-duty employment shall not be considered as employment of the police officer by the Borough of Garwood under the Fair Labor Standards Act for overtime purposes.

ARTICLE XII
MISCELLANEOUS

A. PBA Business Leave

The State Delegate of the PBA shall be granted leave from duty with pay for attendance at regularly scheduled meetings of the State PBA, County PBA, and Tri-County PBA when such meetings take place at a time when such officer is scheduled to be on duty. The PBA President shall be granted leave from duty with pay for attendance at regularly scheduled meetings of the State PBA, County PBA, and Tri-County PBA in place of the State Delegate at a time when such officer is scheduled to be on duty, at the discretion of the Chief of Police. The PBA president shall also attend said meetings with the State Delegate when a written request is received requesting his/her attendance from the sponsoring PBA officials, at the discretion of the Chief of Police. The State Delegate and one Alternate Delegate elected to represent their local at the annual convention shall be granted leave from duty with pay, not to exceed *seven (7) days*. The PBA Delegate plus one alternate shall be permitted leave without loss of pay or other benefits to attend the State PBA Mini-Convention.

B. Educational Benefits

The Borough shall reimburse tuition, books and travel expense in the event a police officer attends a police related school in furtherance of his/her education if said school is authorized by the Mayor and Council.

C. Non-Police Functions

Officers of the police department shall be required to perform police functions in accordance with rules and procedures established by the Mayor and Council and the Chief of Police, and further, shall perform such other police functions as may be ordered by the Chief of Police from time to time.

D. Mileage Allowance

Policemen shall be paid the I.R.S. rate for mileage when they use their own vehicles for any police purpose.

E. Unused Benefits

Any monies, which may be due and owing to a police officer at the time of his/her death because of accrued pay, accumulated leave, vacation or overtime will be paid to the personal representative of his/her estate.

F. Deadline for Negotiations

New negotiations shall be opened no later than September 1, 2011.

G. Prior Practices

All other rights, benefits, privileges, duties, responsibilities and requirements affecting police officers which are not specifically provided for or abridged by this Agreement including those which are provided for by resolution, ordinance or regulations, now or in the future, shall remain in full force and effect provided they are not in contravention of any laws of the State of New Jersey or inconsistent with the terms of the within Agreement.

H. Savings Clause

Should any part of provision herein contained be rendered or declared invalid by any reason of any existing or subsequently enacted legislation or by any decree of a Court or Agency of competent jurisdiction, such invalidation or such part or portion of this Agreement shall not invalidate the remaining portions thereof.

I. No Waiver

The failure of either party to enforce or seek enforcement of a particular part or provision of this Agreement shall not be deemed as a waiver of any rights contained there in or benefits conferred thereby by such failure.

J. Service Credit from Previous Jurisdiction

Employees hired after January 1, 1996 shall not receive any service credit for employment with any other jurisdiction.

K. Addendum

The attached addendum is incorporated into and a part of this Agreement

ARTICLE XIII

DUES DEDUCTION AND AGENCY SHOP

A. The Borough shall deduct Association dues, initiation fees, and assessments from the wages of all personnel covered by this Agreement who have filed with the Borough a proper dues authorization card as required by the laws of the State of New Jersey, specifically N.J.S.A. 52:14-15.9e. The Association shall advise the Borough of the fixed and standard dues, fees, and assessments of its members. The Borough shall deduct a proportionate amount from each paycheck and deliver to the Association on the first of each month the previous month's dues collection.

B. Purpose of Fee

If an employee covered by this Agreement does not become a member of the PBA during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the PBA for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the PBA as majority representative.

C. Amount of Fee

(1) Notification

Prior to the beginning of each membership year, the PBA will notify the Borough in writing of the amount of the regular membership dues, initiation fees and assessments charged by the PBA to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

(2) Legal Maximum

In order to adequately offset the per capita cost of services rendered by the PBA as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessment charged by the PBA to its own members, and the representation fee has been set at 85% of that amount

solely because that is the maximum presently allowed by law. If the law is changed in this

regard, the amount of the representation fee automatically will be increased to the maximum allowed, and increase to become effective as of the beginning of the membership year immediately following the effective date of the change.

.D. Deduction and Transmission of Fee

(1) Notification

Once during each membership year covered in whole or in part by this Agreement, the PBA will submit to the Borough a list of employees who have not become members of the PBA for the current membership year. The Borough will deduct from the salaries of such employees, in accordance with paragraph (2) below, the full amount of the representation fee and promptly transmit the amount as deducted to the PBA.

(2) Payroll Deduction Schedule

The Borough will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:

(a) 10 days after receipt of the aforesaid list by the Borough; or

(b) 20 days after the employee begins his/her or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Borough in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

(3) Termination of Employment

If an employee who is required to pay representation fee terminates his/her or her employment with the Borough before the PBA has received the full amount of the representation fee to which it is entitled under this Article, the Borough will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

(4) Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the PBA will, as nearly as possible, be the same as those used for the deduction and transmission of the regular membership dues to the PBA.

(5) Changes

The PBA will notify the Borough in writing of any changes in the list provided for in paragraph (1) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Borough received said notice.

(6) New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Borough will submit to the PBA a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

.E. **Demand and Return**

The PBA agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share", if any, subject to refund in accordance with the

provisions of N.J.S.A. 34:13A-5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the PBA. Such proceedings shall provide for an appeal by either the PBA or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.4 as amended.

ARTICLE XIV

DURATION

The terms of this Agreement shall be retroactive to January 1, 2007 and continue through December 31, 2011, or until a new contract is agreed upon.

ATTEST;

BOROUGH OF GARWOOD

Christina M. Ariemma, Borough Clerk

Dennis J. McCarthy, Mayor

PBA LOCAL # 117

Sam Rocco, State Delegate

James Wright, President