

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOROUGH OF ENGLISHTOWN

AND

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL 166

January 1, 2001 to December 31, 2005

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ARTICLE 1: PREAMBLE

This agreement entered into this day of November, 2002, by and between the Borough of Englishtown, in the County of Monmouth, a Municipal Corporation of the State of New Jersey hereinafter referred to as the "Borough" and the Policemen's Benevolent Association (PBA) Local 166, hereinafter referred to as the "PBA" which agreement represents the complete and final understanding on all bargainable issues between the Borough and the PBA.

ARTICLE 2: RECOGNITION

2.1 Borough recognizes the PBA Local 166 as the exclusive collective negotiations agent for all police officers in the bargaining unit as defined in Section 2.2, for the purpose of collective bargaining on all terms and conditions of employment and grievances.

2.2 The bargaining unit, as discussed in Section 2.1, shall consist of full time and part-time sworn law enforcement officers of the Department excluding the Chief of Police and any Officers from the rank of Lieutenant and above.

ARTICLE 3: FULLY BARGAINED AGREEMENT

This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter contained herein.

ARTICLE 4: LANGUAGE OPENER

If at any time during the term of this agreement, either the Borough or the PBA initiate meetings for the purpose of clarifying, modifying or interpreting any portion of this agreement that the initiating party feels may be unclear, inadequate, unnecessary, ambiguous, etc. there will be no change in any existing language unless both parties agree and sign off on any proposed change or changes.

ARTICLE 5: NEGOTIATION OF SUCCESSOR AGREEMENT

5.1 The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws 1975 in good faith effort to reach an agreement on all matters concerning the terms and conditions covered by this Contract. Such negotiations shall begin 120 days prior to the expiration date of this Contract.

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

5.3 This agreement shall be in full force and effect from January 1, 2001 to December 31, 2005.

5.4 Any final agreement must be ratified by the PBA membership and approved by majority vote of the Borough Council.

ARTICLE 6: MANAGEMENT RIGHTS

6.1 The Borough of Englishtown hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

6.2 The executive management and administrative control of the Borough government and its properties, facilities, and the activities of its employees.

6.3 To make rules of procedures and conduct, to improve methods and equipment, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

6.4 The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Police Department after advance written notice thereof to the employees to require compliance by the employees is recognized.

6.5 To hire all employees, to promote, transfer, assign, or retain employees in positions within the Borough.

6.6 To suspend, demote, discharge, or take any appropriate disciplinary action against any employee for good and just cause according to law.

6.7 To lay off employees in the event of lack of funds.

6.8 The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operations of the Police Department, provided such changes are not inconsistent with this agreement.

6.9 In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Borough, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms herein and shall be in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

6.10 Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities, and authority under N.J.S.A. 40A, or any other national, state, county, or local laws or regulations.

ARTICLE 7: GRIEVANCE PROCEDURE

7.1 **PURPOSE:** The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment.

7.2 **RIGHT OF EMPLOYEE:** Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Police Department.

7.3 DEFINITION: A grievance is a complaint about the interpretation, application or alleged violation of policies, agreements or administrative decisions affecting any member of the bargaining unit.

7.4 COUNTING DAYS: All references to days in the grievance shall mean Monday through Friday not including holidays unless otherwise specifically stated.

7.5 OVERTIME: There shall be no overtime compensation applied to any employee when the time spent is related to the grievance procedures.

7.6 HEARINGS GENERAL: Any and all grievance meetings and/or hearings shall be conducted privately unless waived by mutual written agreement. Otherwise, only the interested parties and their selected representatives shall be admitted. Aggrieved members, the bargaining unit representative and a reasonable number of witnesses shall be granted reasonable time during work hours to process grievances in accordance with this Section without the loss of pay or leave time.

7.7 PROCEDURE: The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement, and shall be followed in its entirety unless any step is waived by mutual written consent. Any grievance shall be presented in writing conforming to generally accepted standards.

7.8 STEPS:

STEP 1: Any grievances must be presented to the Chief or in his absence filed in his office within seven (7) calendar days of the event or events upon which the claim is based, or else such grievance is deemed waived. A copy of the grievance shall be forwarded to the Police Committee.

The PBA representative, the aggrieved party(s) and the Chief or his designee (who shall not be a member of the bargaining unit) shall meet within seven (7) calendar days of the filing and attempt to amicably settle the matter. The Chief shall issue a written response within seven

(7) calendar days of the conclusion of the hearing. The Chief's written decision shall include findings of fact, conclusions and recommendations.

STEP 2. If the aggrieved party(s) or the PBA do not concur with the Chief's decision, he (they) may, within seven (7) calendar days of the receipt of the Chief's written decision, request a hearing with the Police Committee. A copy of the grievance and the Chief's decision shall accompany the request for the Police Committee's hearing. A copy of all grievances shall be filed with the Police Committee. The Police Committee shall have the right to conduct a hearing as outlined below.

The Police Committee may conduct a hearing no later than fifteen (15) calendar days from the receipt of the Chief's decision. Prior written notification for the hearing shall be given to the PBA representative. The Police Committee shall make all reasonable attempts to reach a settlement satisfactory to all parties. If the Police Committee is not able to obtain an amicable settlement, it shall within fifteen (15) calendar days, render a written decision resolving the dispute and serve this decision upon the respective parties.

STEP 3. ARBITRATION

If the aggrieved party(ies) or the PBA disagrees with, or objects to the decision of the Police Committee, the PBA may, within thirty (30) calendar days of the receipt of the Committee's written decision, file for binding arbitration. The arbitration proceeding shall be conducted in accordance with the rules and regulations of the New Jersey Public Employment Relation Commission (PERC). All fees and expenses of the arbitrator shall be paid equally by the parties except that any party who cancels and incurs a late cancellation fee shall be solely responsible for the fee. Each party shall bear the cost of preparing and presenting its own case; the decision of the arbitrator shall be final and binding upon both parties.. The arbitrator shall be bound by the provisions of this agreement and restrict to the application of the facts presented to him. The arbitrator shall be further bound by the laws of the State of New Jersey and the United

States and decisions of the Courts of the State of New Jersey and the United States, where applicable.

The arbitrator shall not add to, modify, detract from or alter in any way, the provisions of this agreement. In rendering his written decision, the arbitrator shall indicate his findings of fact and reason for his decision.

7.9 If an amicable settlement of the dispute is reached upon mutual agreement of the parties in any of the above steps said agreement shall be reduced to writing and signed by the respective parties.

7.10. All of the time limits contained in this article may be extended by mutual written agreement. If the employer fails to respond in a timely manner in any step of the grievance procedure, the grievance shall be considered denied and proceeds to the next step.

7.11 The PBA must receive notice of any grievance filed and must have an opportunity to appear with the grievant at all steps of the grievance procedure. The Police Committee must receive a copy of any grievance anytime one is filed.

ARTICLE 8: WORKING HOURS/OVERTIME

1. The schedule for patrol officers shall consist of 4 days on followed by 4 days off followed by 4 days on followed by 2 days off with 10 hour shifts. However, the Borough reserves its managerial prerogative to alter this shift schedule where manpower needs dictate, in exercise of governmental policy or for the public welfare, including but not limited to, a change to a 12 hour shift, when needed. Each officer under this agreement shall be available to work overtime whenever necessary and all efforts shall be made to equally distribute overtime amongst the officers.

2. On those occasions that overtime is necessary the Chief of Police or next ranking officer shall determine the number of persons required as well as the amount of overtime required from each officer selected.

3. Any police officer who is subpoenaed in reference to a criminal case shall remain on standby until such standby has been officially canceled and communicated to the officer. If an officer is on a scheduled workday, he shall receive no additional compensation if the standby time coincides with his normal workday. In the event the standby is for a period of time that he is not on regular duty, he/she shall be paid one hour of pay for each four hours of standby. His standby pay shall not exceed more than four hours per case in which the officer has been placed on standby.

4. Overtime or compensatory time shall be paid or taken for all hours worked in excess of forty hours per week. Compensatory time may not have taken without the approval of the Chief of Police. All officers shall have a minimum bank of twenty hours (20) of compensatory time before receiving overtime. The bank maximum shall be forty (40) hours. A record of compensatory time and usage shall be maintained in writing by the Chief of Police, which shall be given to the Police Committee on a BI-weekly basis.

5. Overtime and compensatory time shall be paid at one and a half (1 1/2)

of the Officer's regular rate. There shall be a minimum of three hours of overtime or compensatory time whenever an officer is called in for duty beyond his regular workday. The time shall commence from the time the officer arrives at work.

ARTICLE 9: SALARY/WAGES

I. Patrol Officers

A. Effective and retroactive to January 1, 2001 through December 31, 2003, officers will be compensated as follows:

Badge #	<u>1/1/01</u>	<u>1/1/02</u>	<u>1/1/03</u>	<u>7/1/03</u>
1225	28,456	31,302	33,806	35,158
1224	28,456	31,302	33,806	35,158
1223	28,456	31,302	33,806	35,158
1221	31,270	34,397	37,149	38,635
1215	32,330	35,563	N/A	N/A

B. Beginning January 1, 2004, Employees will be compensated according to the following step:*

	<u>Effective 1/1/04</u>	<u>Effective 1/1/05</u>	
Academy	25,000	26,000	(non-waiver)
Probation	27,747	29,134	(new hire-waiver)
After 1 year	30,494	32,019	
After 2 years	33,241	34,903	
After 3 years	38,534	39,500	
After 4 years	41,998	43,500	
After 5 years	45,464	47,500	
After 6 years	48,886	52,500	

*Vertical step to be paid on anniversary date.

Step system is designed to survive the expiration of the Contract.

C. Before January 1, 2004, any new Employees will start at a base salary of \$21,000 for all time spent attending the Police Academy. After completion of the Police Academy or for a waiver hire, Employees hired in 2002 shall be \$24,960.00 for the initial calendar year. The base salary for an officer hired in 2002 who has completed the Academy shall be \$26,956.80 effective January 1, 2003 and \$28,035 effective July 1, 2003. Effective January 1, 2004, all Employees shall be placed on the chart shown in Paragraph B for corresponding years of service and shall move on the chart on their respective anniversary dates.

D. For Employees hired in 2003, time spent in the Academy shall be compensated at \$21,000. After Academy or for waiver hires the salary for Employees hired in 2003 shall be \$24,960.00. Effective January 1, 2004 all Employees shall be placed on the chart shown in Paragraph B for corresponding years of service and shall move on the chart on their respective anniversary dates.

II. SERGEANTS

<u>1/1/01</u>	<u>1/1/02</u>	<u>1/1/03</u>	<u>7/1/03</u>
37,750	41,525	44,847	46,641
<u>1/1/04</u>		<u>1/1/05</u>	
5% above top patrol step		5% above top patrol step	

2. Part-time officers shall be paid on an hourly rate commensurated with the time they serve at the rates enumerated above.

ARTICLE 10: LONGEVITY

Each covered officer shall be entitled to longevity pay as outlined below. Said pay shall be added to the officer's base salary beginning January 1, 1999.

<u>Years of Service</u>	<u>Percentage Per Year</u>
6th through 10th	.8%
11th through 15th	1.0%
16th through 20th	1.2%
21st through 25th	1.5%

Longevity pay shall become part of the officers' base pay and for the purposes of overtime.

The anniversary date to determine longevity for those employees hired between January 1st and June 30th shall be January 1st. For those employees hired between July 1st and December 31st , it shall be July 1st.

ARTICLE 11: VACATION LEAVE

1. Earned Leave

a. Employees with less than one (1) year of scheduled service shall accrue vacation leave from the first day of service at the rate of one (1) day of vacation for each completed month of service.

b. Employees with one to four (1-4) years of completed service shall receive twelve (12) days.

c. Employees with five to nine (5-9) years of completed service shall receive fifteen (15) days.

d. Employees with ten to nineteen (10-19) years of completed service shall receive twenty (20) days.

e. Employees with twenty (20) years and over of completed service shall receive twenty-five (25) days.

2. Vacation leave time may not be taken prior to the year in which it is earned.

3. Criteria for scheduling vacation leave. Vacation shall be scheduled by the Chief of Police in keeping with considerations of rank, seniority, workload, and good staffing practices to insure effective operation of the Police Department. Scheduling of 1-week vacation should be solicited and established by the Chief of Police between January to March 31st of the year. The remaining vacation time is to be agreed upon by the Chief and Officer.

4. In the event vacation can not be taken in the year in which it is accrued that vacation time not taken shall be taken during the succeeding calendar year and no more than five (5) vacation days may be carried over without specific written approval of the Chief of Police and the Police Committee and shall be paid at the salary in the year accrued.

5. Officers may not use vacation time during the first 90 days of employment.

ARTICLE 12: PERSONAL DAYS

Employees covered by the provision of this agreement shall be entitled to three (3) days a year leave of absence with pay for personal business. Said leave shall not be taken unless 48 hours notice thereof has been given to the Chief of Police or in his absence the next ranking officer. In the event that less than 48 hours notice is given to the Chief of Police or in his absence the next ranking officer, said leave may only be taken only by authorization of the Chief of Police or in his absence the next ranking officer. The Borough reserves the right to deny requests for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction (immediately before or after) with vacation, holiday or sick leave, unless extenuating circumstances prevail. The use of personal days shall be for addressing personal problems requiring an individual's attention on a timely basis. The 48-hour notice may be waived at the discretion of the Chief of Police or the next ranking officer in the event of a personal emergency.

ARTICLE 13: SICK LEAVE

1. Sick Leave. Each member of the Police Department shall be entitled to twelve (12) days of sick leave for the calendar year. Sick days shall be granted to each full time employee who through bona fide sickness or injury becomes incapacitated to the degree that it makes it impossible for him to perform the duties of his position or who is quarantined by a physician because he/she has been exposed to or has a contagious disease.

2. Sick leave beyond a three day period shall require a physician's certificate.

3. A certificate from a physician designated by the Borough and/or employees own physician may be required, as sufficient proof needed for sick leave. When the Borough designates its physician, the Borough shall pay the cost of the doctor. When the certificate is supplied by the employee's physician, the employee shall bear the cost of the doctors visit. In cases of sick leave due to a contagious disease or exposure to same, a certificate from the Borough Department of Health may be required before the employee is permitted to work. If the employee does not comply with a request for the above outlined certificate, the employee involved shall suffer the loss of pay for the period of time involved in unsubstantiated sick leave and subject to disciplinary action as outlined in Borough ordinances pertaining to Police Rules, Regulations and disciplinary action.

4. Employees in their first year of employment after completion of the probationary period shall be entitled to one day of sick leave for each month of employment.

5. Any sick time accumulated may be bought back by the Borough at the discretion of the officer at the end of the calendar year at the rate of 50% of the then current daily rate. At the time of retirement or permanent disability any unused sick time shall be bought back by the Borough at the full current daily rate. However, irrespective of any provisions the maximum allowable payment for accumulated sick time shall not exceed \$2,500.00. Sick time cannot be used as terminal leave to extend the length of service for retirement.

6. Accumulated sick leave may be used by an employee for personal illness; illness in his immediate family which he can satisfactorily substantiate and which requires his personal attendance upon the ill person; quarantine restrictions; and pregnancy of the employee or disabling injury. The term "immediate family" for the purpose of this paragraph shall mean or refer to the employee's spouse or child, and parent or unmarried brother or sister. In all cases sick leave will be granted in terms of "immediate family" only if there is care being provided by the employee.

ARTICLE 14: MEDICAL EXAMINATIONS

The Borough may, at its discretion, schedule medical examinations for all employees annually, or more frequently as required. The full cost of this medical examination shall be paid by the Borough.

ARTICLE 15: BEREAVEMENT LEAVE

Officers shall be granted bereavement leave of five (5) working days for the death of an immediate member (i.e. husband, wife, son, daughter, father, mother, brother and sister). They shall be granted three (3) working days for mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and grandparent.

ARTICLE 16: MATERNITY LEAVE

All Officers shall receive five (5) working days with pay for the birth or adoption of a child. This shall be in addition to any other leave.

ARTICLE 17: MILITARY LEAVE

Military leave shall be granted by the Borough in accordance with Borough Policy, and shall be in compliance with the New Jersey State and Federal laws.

ARTICLE 18: HOLIDAYS

A. **DESIGNATION:**

All PBA members shall receive the following thirteen (13) recognized holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
4th of July
Labor Day
Columbus Day
Veteran's Day
General Election Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

The actual day of the holiday shall be determined by the Mayor and Council and shall be consistent with the holidays enjoyed by the Borough of Englishtown.

B. **HOLIDAY PAY:**

1. Effective January 1, 2003, all Officers shall be compensated as part of their base pay for thirteen (13) holidays. Such pay shall occur equally in each regular pay check and shall be considered and reported as base salary for pension calculation purposes. This holiday pay will not be used to calculate the overtime rate or the following year's base salary.

2. This payment shall be in lieu of payment of time and a half for working a holiday. In the event it is necessary for the Officer to work a holiday he shall not receive additional compensation for it.

3. For 2001 and 2002, the thirteen days of holiday pay shall be paid in one lump sum in the first pay period of December. This pay will be calculated at the Employee's base rate of pay at the time of the holiday and all conditions of Paragraph 2 shall apply.

4. Holiday pay will be calculated by finding the per diem rate for the employee on the date of the holiday, i.e. annual salary divided by number of days which are worked per year (without any subtraction for sick, vacation, personal or any other type of leave).

ARTICLE 19: DISABILITY INSURANCE

The Borough shall provide members of the PBA with coverage under the New Jersey State Disability Plan. In the event an Officer is injured off the job, and qualifies under the State rules and regulations for Disability Payments the employee shall be required to use any and all accrued sick leave prior to collecting any disability payments.

ARTICLE 20: TERMINAL LEAVE

Officers retiring, on either regular or disability pension, shall be paid for all accumulated leave (i.e. vacation, comp time, holiday, sick and personal days). Such payments shall be computed at the current rate of annual base pay due on the effective date of retirement. (See Article 13, Paragraph 5 for limitations on payment for sick days). Employees transferring from one position to another within the Borough shall retain all accumulated leave time, upon employee or Officer's death, above shall be paid to the beneficiary.

ARTICLE 21: SUBSTANCE TESTING

The Borough and the Police Department agree to adopt a drug testing procedure. In the event testing shall take place, the Guidelines of the New Jersey Attorney Generals Office will be utilized.

ARTICLE 22: WORKER'S COMPENSATION

The Borough will pay full salary to any Officer injured on the job, up to one (1) full year provided it has been determined that the injury is compensable under the New Jersey Worker's Compensation Laws. The Officer will turn over to the Borough any Worker's Compensation checks he/she receives for temporary disability during this period of time and that shall be a condition precedent to the receipt of his salary.

ARTICLE 23: MUTUAL AID

Officers, while rendering aid to another community, whether on-duty or off-duty, as long as such conduct is within the scope of duties of a law enforcement Officer, shall be covered by worker's compensation and liability insurance and pension as provided by State Law. The determination as to whether or not an injury or illness was sustained in the performance of duty, shall be in accordance with the findings of the Division of Worker's Compensation, or in the event that such findings are appealed to the Court, upon the findings of the Courts of the State of New Jersey.

ARTICLE 24: UNIFORMS

A. CLOTHING MAINTENANCE ALLOWANCE:

The provision for the maintenance of uniforms for Police Officers shall remain as the current practice exists. In each year of this Agreement, each full-time Officer shall be paid on or before July 1st the sum of \$250.00 to help defray the costs of cleaning uniforms. Each part-time Officer shall be paid on or before July 1st, the sum of \$75.00 to help defray the costs of cleaning uniforms.

B. CLOTHING ALLOWANCE:

1. Full-Time Officers and part-time Patrolmen shall receive as an initial issue four (4) long sleeve shirts, four (4) short sleeve shirts, and four (4) pairs of pants. This shall apply to the first year of employment.

2. Commencing after the first anniversary of employment, an officer shall receive clothing allowances on March 15th and September 15th according to the following schedule:

	<u>Full Time</u>	<u>Part Time</u>
March 15, 2001	\$450.00	\$135.00
September 15, 2001	\$450.00	\$135.00
March 15, 2002	\$600.00	\$180.00
September 15, 2002	\$600.00	\$180.00
March 15, 2003	\$750.00	\$225.00
September 15, 2003	\$750.00	\$225.00
March 15, 2004	\$750.00	\$225.00
September 15, 2004	\$750.00	\$225.00
March 15, 2005	\$750.00	\$225.00
September 15, 2005	\$750.00	\$225.00

3. It is understood the Borough shall continue to supply the Full and Part-time officers with leather gear except a leather jacket that may be purchased at the discretion and expense of that officer.

4. All officers shall keep uniforms serviceable, in good repair and otherwise in accordance with Police rules and regulations. Failure to do so shall be grounds for discipline.

ARTICLE 25: HEALTH BENEFITS

1. All present medical health insurance programs shall be continued in effect, except that it is understood that the Borough shall have the right to substitute carriers on two conditions:
 - a. The benefits provided shall be the same or substantially the same as presently provided.
 - b. The Borough shall meet with the Association to discuss the change of carriers prior to the implementation of the decision.

ARTICLE 26: FALSE ARREST INSURANCE

The employer will provide false arrest insurance for the members of the Police Department in the amount no less than one million dollars (\$1,000,000.00).

ARTICLE 27: LEGAL REPRESENTATION

If an employee is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the performance of official duties, the Borough will provide a defense to that action for the employee as may be provided by the Borough's insurance company.

The obligation to provide a defense shall not apply in a disciplinary proceeding, arbitration, or grievance proceeding instituted against an Employee by the Borough or in a criminal proceeding instituted as a result of a complaint on behalf of the Borough. If any such disciplinary or criminal proceedings instituted by or on complaint by the Borough shall be dismissed or finally determined in favor of the employee, he/she will be reimbursed for the expenses of such defense.

The Borough shall indemnify where legal to do so and hold employee harmless from all liability for all acts committed in the performance of duty when such acts are not willful, malicious, or the result of drunkenness voluntarily induced by the employee.

ARTICLE 28: USE OF PERSONAL VEHICLE

If an officer is required to use his/her personal vehicle in the line of duty, as determined by the Chief of Police or next ranking officer the said officer shall be paid at the I.R.S. rate plus tolls and parking fees, provided a voucher is submitted.

ARTICLE 29: EXPENSE REIMBURSEMENT

The Borough shall compensate any officer for reasonable expenses incurred for the attendance at police training courses, schools and institutions, (meals excluded) which attendance is ordered or authorized by the Chief of Police or next ranking officer and the Police Committee.

If in the performance of their duty an officer suffers damage or loss to any authorized personal property, he/she will be reimbursed a reasonable replacement cost on a fair wear and tear basis, provided the loss was not intentionally caused by the officer. Proof of damage or loss will be provided and substantiated. Each incident will be judged on its own merit by the Chief of Police or next ranking officer. Authorized shall mean prior written approval by the Chief of Police or next ranking officer and the Police Committee.

ARTICLE 30: IN SERVICE TRAINING

A. In the event an officer is required to attend in-service training outside of his hours of duty, he shall be paid overtime if he is otherwise qualified for such payment.

B. The Employer may reschedule an officer's duty hours in order to allow attendance at training during working time, provided the officer is given a minimum of twenty-four (24) hours notice of such change.

C. The Employer shall endeavor to provide equal opportunity for attendance at training.

D. The Borough shall provide at least one (1) course per year, in addition to all required courses and recertifications, to each officer.

ARTICLE 31: PHOTOCOPIES

The Borough agrees to allow the designee of the PBA to utilize the Borough photocopier machine with no cost to the Association provided the information is appropriate, not used for propaganda purposes and upon notification and approval by the Borough Clerk.

ARTICLE 32: OUTSIDE EMPLOYMENT

A. Officers may engage in other employment during off duty hours providing such occupation is not in violation of Federal, State or local law and providing such employment is not a conflict of interest with his primary employment as a police officer.

B. Each officer shall provide written notice on a form supplied by the Department at least forty-eight (48) hours in advance of engaging in such employment where practicable.

C. The Borough shall adopt an ordinance establishing a minimum rate of pay of \$35.00 per hour for all "jobs-in-blue". Any officer who works a "job-in-blue" shall receive payment for same in the next pay period after the time worked.

ARTICLE 33: FUNERAL DETAIL

In the event of the death of a full-time or part-time police officer of the Borough of Englishtown and/or the death of a member of his/her immediate family, the Borough shall authorize the official attendance of one (1) on duty member in a marked patrol car to attend the funeral with pay.

For the demise of a law enforcement officer not employed by the Borough of Englishtown, the Borough shall authorize the official attendance of a police officer in a marked patrol car subject to approval of the Chief of Police or next ranking officer and the Police Commissioner for their attendance without pay provided it is in the State of New Jersey.

ARTICLE 34: AWARDS

Awards (including ribbons and bars) shall be given to officers on a quarterly basis at the Regular Borough meeting. Such awards will be presented to the officer by members of the Police Committee and the Chief of Police. Officers shall be permitted to wear the said bar above the police badge on his/her uniform. A record of awards or merits shall be placed in the officers personnel file and kept there (i.e. heroism, exceptional service, marksman, sharpshooter, expert, lifesaver, etc.). A copy of the request for an award shall be presented to the Chief of Police or next ranking officer and Borough Counsel.

ARTICLE 35: NON-DISCRIMINATION

There shall be no discrimination, interference or coercion by the Borough or any of its agents, officers, or representatives against officers represented by the PBA because of membership in, or activities done on behalf of the PBA. The PBA shall not intimidate or coerce officers into membership. Neither the Borough nor the PBA shall discriminate against the officer because of age, race, color, creed, sex, national origin, or political affiliation.

ARTICLE 36: PERSONNEL FILE

All personnel files are considered to be confidential and all information contained therein shall not be available to the public except by the order of the Court. There shall only be one personnel file kept for each employee. Each employee shall have the right to periodically inspect his or her personnel file upon reasonable notice and at a reasonable time. The personnel file shall be readily available to members of the Police Committee and to the Mayor.

The Employer agrees that the Chief of Police shall notify the individual Officer if any derogatory material regarding that Officer is going to be placed in his personnel file. The Officer shall receive five (5) calendar days notice prior to any such material being placed in the file. The Officer shall be entitled to a copy of all such material and given the opportunity to place a written rebuttal in said file. Any derogatory material placed into the Officer's file will be initialed by such Officer before being placed into the file. Failure of the Officer to initial the material shall not stop its placement into the file. Any complaints by citizens that are proven to be unfounded shall be expunged from their personnel file. This entire article shall include the part-time Patrolmen as well as full- time Officers.

ARTICLE 37: PROBATION

The probationary period for all Officers shall be as is set forth in the various Ordinances of the Borough of Englishtown.

ARTICLE 38: WAIVER/CHANGES

The waiver of any breach or condition of this Agreement by either party shall not constitute precedent in the future enforcement of the terms and conditions. This contract shall not be changed or altered during the term herein without the written consent of both parties.

ARTICLE 39: TERM OF CONTRACT

This Agreement shall continue in full force and effect from the effective date of January 1st, 2001 through December 31st, 2005 and shall be retroactive to January 1st, 2001.

ARTICLE 40: PART-TIME POLICE OFFICERS

The only benefits derived from this Agreement for the part-time Patrolmen shall be the payment of their wage pursuant to the ARTICLE 9 wage schedule, the payment of funds for the one training class per year ARTICLE 30, cleaning of their uniforms and the purchase of their uniforms ARTICLE 24 by the Borough. They shall not be entitled to any other benefits provided for in this Agreement.

ARTICLE 41: SEVERABILITY

Should any provision of this Agreement be held unlawful or unenforceable by any Court of competent jurisdiction, severing of such provision shall occur. However, severing shall only occur after action by a tribunal of highest appeal, if sought.

Any severed provision of this Agreement shall be subject to immediate re-negotiation by the parties to the end of insuring that such provisions are valid within the framework of the law. Only those provisions in dispute shall be affected. All other terms and conditions of this Agreement shall remain unaffected.

Any provision of this Agreement, which is deemed illegal shall be nullified, provided, however, that only provision, which is illegal, is nullified and the remainder of the Agreement shall be in full force and effect.

ARTICLE 42: LEAVE FOR UNION BUSINESS

30.1 For any interest arbitration, and/or contract negotiation therefore under Title 34, one member of the negotiating team and necessary witnesses for the time actually needed at the proceedings shall be relieved from regular duty without loss of pay as is reasonably necessary. Members shall provide reasonable notice of their request for such leave.

30.2 The PBA in January of each year, specifically by written notice to the Borough designate who is the representative of this Local to speak on behalf of the Local.

30.3 The PBA Associate or his designee shall have reasonable relief from regular duty, with pay, to handle and process grievances or other labor relation matters with the representatives of the Borough.

30.4 In accordance with the provisions of New Jersey N.J.S.A. 40A:14-177, the Borough shall grant a leave of absence with pay to members of the PBA who are duly authorized representatives of the Policemen's Benevolent Association to attend any State or National Conventions of such Organizations, in accordance with the parameters set forth below. The leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention. The representatives of the PBA shall be entitled to attend one (1) annual and one (1) "mini" convention if the PBA has given the Police Chief notice of such conventions prior to February 1st of that calendar year. All duly authorized representatives will be permitted to attend PBA conventions and National PBA conventions in accordance with N.J. State Law.

ARTICLE 43: MAINTENANCE OF STANDARDS

The rights of both Borough and the PBA shall be respected and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be observed.

ARTICLE 44: DISCIPLINE

No employee shall be disciplined or discharged without just cause.

ARTICLE 45: DUES CHECK OFF

A. The Borough shall deduct dues from the wages of all personnel covered by this Agreement who have filed with the Borough a proper dues deduction authorization card as required by the law of the State of New Jersey. Personnel may only authorize dues, fees and assessments be deducted for the majority representation. The Association shall advise the Borough of the fixed and standard dues of its members. The Borough shall deduct a proportionate amount from the bi-weekly pay check and deliver to the Association by the fifteenth of each month the previous month's dues collection.

B. The Association shall hold the Borough harmless from any and all claims concerning such deduction after the Borough has fulfilled its obligation in Section A.

C. The Borough will implement a fair share representation fee equal to eighty-five (85%) percent of the union's dues, initiation fees and assessments, which shall be withheld in accordance with the law. The Association represents that it has a "demand and return" system in place in accordance with applicable law.

D. The Association shall indemnify the Borough from all liability resulting from and/or caused by dues deduction or fair share representation fees.

ARTICLE 46: PRIOR ARBITRATION AWARDS AND AGREEMENTS

All prior arbitration awards and agreements are hereinafter incorporated by the reference and the provisions of the awards and agreements shall be applicable except as modified herein or by mutual written agreement between the parties.

ARTICLE 47: BULLETIN BOARD AND STOREROOM SPACE

A. The Employer shall designate a bulletin board or portion thereof for the exclusive use of the Association.

B. The Association shall have the right to post material on such board on condition it is initialed by the Association President or his designee. The Association shall notify the Employer of the name of the Association President and his designee for this purpose.

C. The Association shall not post any derogatory, defamatory, discriminatory malicious material on the bulletin board.

ARTICLE 48: POLICE DEPARTMENT SAFETY

A. There shall be safety meetings between the parties to discuss matters of safety and equipment every six months.


B. Each party shall attempt to inform the other of subjects to be raised at such meetings in order to allow for preparation for productive discussions.

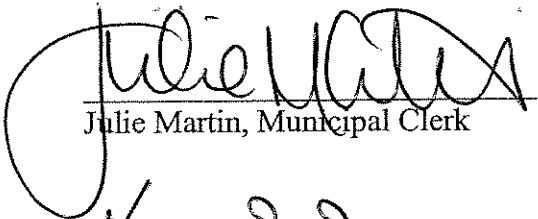
C. The Association shall be notified of any change in required equipment thirty (30) days before the effective date of implementation , where practicable.


D. A written request submitted by the Association for action on a matter of safety or equipment, will be acted upon or responded to in writing, within forty-five (45) days of receipt of the request.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals or caused these presence to be properly executed the day and year first written above.

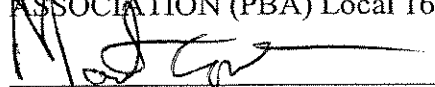
BOROUGH OF ENGLISHTOWN


Thomas Reynolds, Mayor


Julie Martin, Municipal Clerk


Harry Soden
Chairman of the Police Committee

POLICEMEN'S BENEVOLENT
ASSOCIATION (PBA) Local 166


Martin Conte, President


Robert Carinci, Delegate


Peter Cooke, Representative