

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BOROUGH OF MILLTOWN

AND

MILLTOWN PBA LOCAL 338

JANUARY 1, 2003 THROUGH DECEMBER 31, 2005

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PREAMBLE

This Agreement made on this _____ day of _____, 2004, between the BOROUGH OF MILLTOWN, a Municipal Corporation, by its Mayor and borough Council (hereinafter referred to as the "Employer") and MILLTOWN PBA LOCAL NO. 338 (hereinafter referred to as the "Association").

WHEREAS, the Association has been selected as the exclusive bargaining agent by the employees, hereafter to be defined, in accordance with Chapter 303 of the Laws of 1968; and

WHEREAS, said Association has been in negotiations with the Employer pursuant to Chapter 303 of the Laws of 1968; and

WHEREAS, the Association and the Employer have agreed upon certain terms of employment as a result of the negotiations carried on pursuant to law;

NOW, THEREFORE, subject to law as herein provided, the parties hereto in consideration of the following mutual promises, covenants and agreements contained herein, do hereby establish the following terms and conditions which shall govern the activities of the parties and all affected employees:

I. RECOGNITION

The Employer hereby recognizes the Association as the sole and exclusive bargaining agent for all Milltown Patrolmen, Corporals and Sergeants, excluding Lieutenants and the Chief of Police.

II. ASSOCIATION REPRESENTATIVES

1. The Association shall have the right to designate such members of the Association, as it deems necessary, as Association representatives and they shall not be discriminated against due to their legitimate Association activities. The Association representatives shall be appointed by resolution of the Association and certified to the Employer by the PBA.

2. The Employer will not discriminate against any employee because of his exercise of his rights to form, join, organize, or support the PBA or to refrain from such activity.

3. The elected representatives of the PBA Local 338, consisting of one (1) state delegate and one (1) convention delegate, will be granted a leave of absence, with pay, to attend the annual state PBA convention. The representative shall furnish ninety (90) days notice to the Chief of Police, or designee, of his intention to attend. The representatives so attending shall upon request, submit a certificate of attendance to the convention.

4. One (1) State Delegate, and one (1) Alternate/President shall be granted

a leave of absence, with pay, to attend the annual mini convention of the State PBA. The representative shall furnish sixty (60) days notice to the Chief of Police, or designee, of his intention to attend. The representatives so attending shall upon request, submit a certificate of attendance to the convention.

5. In addition, the duly elected state delegate, or his designee, will be permitted to attend one (1) state delegate meeting and one (1) PBA/ County meeting which is a total of two (2) meetings per month, with pay, for time of said meetings when said meetings interfere with his regular work schedule. The duly elected State Delegate, or his designee, must notify the Chief of Police, or his designee as soon as possible, within forty-eight (48) hours of notification, of the scheduling of the meeting. Said Delegate shall be granted four (4) hours compensatory time to attend a State meeting.

6. The duly elected State Delegate, or his designee, will be permitted to attend, with pay, any emergency meeting called by the New Jersey State PBA. A reasonable notice of planned attendance will be given to the Chief of Police, or his designee.

7. During contract negotiations, the authorized representatives of PBA Local 338 shall be excused from normal duties for a reasonable amount of time needed for the scheduled negotiations and prep sessions.

8. The duly elected Association representative shall be excused from his normal duty assignments to process grievances so long as such visits do not interfere

with proper services or ongoing workday schedules. The duly elected Association's representative must furnish reasonable notice to the Chief of Police, or his designee, of the time needed to process grievances.

III. DUES CHECK OFF

1. Upon presentation to the Employer of a dues check-off card signed by individual employees, the Employer will deduct from such employees' periodic salaries, the amount set forth on said dues check-off authorization.

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

3. The Borough will implement a fair share representation fee equal to eighty-five (85%) percent of the Association dues.

IV. WAGES

1. The base annual wage for employees covered by this agreement shall be as set forth in Schedules A1 and A2 annexed.

2. Patrolmen will automatically attain the rank of Corporal after ten (10) years of service and receive that pay at the beginning of their eleventh (11th) year of

service from date of hire.

3. Newly hired officers will be placed on the salary guide step determined by management taking into account prior work experience, among other considerations. A patrol officer once placed on the guide shall move to the next higher pay grade step on each successive anniversary of original hire until the 5th step (maximum) is reached.

V. WAGE INCREASE ELIGIBILITY

1. All employees in this bargaining unit being carried on the Borough payroll, or on approved leaves of absence, will receive the wage increase negotiated with the following exception: employees employed prior to the execution of the contract and no longer on the Borough payroll at the execution date of this agreement will not be included in the wage increase.

2. Step increases shall be automatic at the employee's anniversary date regardless of the date of the execution of the successor agreement.

VI. PROMOTION

It is understood that when an officer is promoted in rank, he/she will receive the next pay step in that rank which is greater than his/her present salary.

VII. LONGEVITY

In accordance with the longevity resolution, as amended by the Mayor and Council, all eligible employees are entitled to receive longevity based upon their base salaries. The longevity benefit shall be paid with and folded into regular payroll and used for all calculation purposes.

Beginning with 6 through 10 years	2%
Beginning with 11 through 15 years	3%
Beginning with 16 through 20 years	6%
Beginning with 21 through retirement	8%

VIII. UNIFORMS

1. All new permanent officers will be issued all clothing and equipment for training purposes, as mandated by the police academy, prior to their start at the academy. Prior to graduation from the academy, the new permanent officer will be supplied a complete official uniform inventory by the chief of Police, as described below:

- Three (3) year round trousers;
- Three (3) long sleeve shirts;
- Three (3) short sleeve shirts;
- Two (2) ties;
- One (1) summer hat;
- One (1) winter hat;
- One (1) winter coat (leather jacket);
- One (1) light weight jacket;
- One (1) duty belt;
- One (1) utility uniform;
- One (1) bullet proof vest
- One (1) raincoat
- One (1) rain cover

2. Starting with the twelfth (12) month following the complete uniform inventory issue and prior to January 1, of the following year, the new officer will receive \$800.00. all checks for clothing allowance will be issued on June 1 of each year.

3. Also, each member, after completing twelve (12) months of service, will receive a maintenance allowance of \$500.00 to be paid November 1 of each year for maintenance and cleaning on clothing and other issue equipment.

4. If at any time it is deemed necessary for the Chief of Police to add or alter the present uniform inventory, the Chief will provide the additional issue initially. Thereafter, the issue will be maintained by a clothing allowance of \$800.00.

5. Said clothing will be purchased at a retailer authorized by the Chief of Police.

6. The point blank bullet proof vest will be the base cost for the purchaser of a bullet proof vest. If an officer elects to purchase a different model, the Borough will pay up to the cost of the point blank vest and the employee will be responsible for any additional cost.

7. A new officer, hired after January 1, 1997, who resigns from the department prior to the completion of three years of service, will be required to refund the amounts received for Clothing and Maintenance Allowance during the time of employment. Said amount of the refund will be deducted, if necessary, from the officer's final pay checks.

IX. HOURS OF WORK

The Chief or his designee will maintain the twelve (12) hour shift work schedule substantially in the form that was agreed on. (2 days on, 2 days off/ 3 days on 2 days off/ 2 days on 3 days off schedule and 2,080 hours in a year, including training times).

The day shifts will begin at 6:00 am and end at 6:00 pm, and the evening shift will begin at 6:00 pm and end at 6:00 am.

The Borough owes officers working twelve (12) hour days 104 hours of "time due" per calendar year as a result of all workdays being initially designated as 12 hours. For the purpose of repaying the aforementioned 104 hours and insuring that officers do not work more than 2,080 hours per year of straight time for pay purposes, each officer working the twelve (12) hour schedule will be entitled to designate, with the approval of the Chief or his designee (which approval shall not be unreasonably withheld) the following;

- a. Forty-eight (48) hours in a minimum of four (4) hour blocks, said designation to be made as follows: Twenty-four (24) hours for the first half of each year and twenty-four (24) hours for the second half of each year.
- b. Fifty-six (56) hours in fourteen (14) four (4) hour blocks (eight (8) hour days to be worked) to be selected as follows: one (1) additional four (4) hour block for the months of January through December, and one (1) additional four (4) hour block for the months of January through May and one (1) additional four (4) hour block for the months of September through December.

In the event that an officer works other than a twelve (12) hour schedule

during a portion of the year, the above "time due" will be prorated to represent the time the officer actually worked a twelve (12) hour schedule.

X. OVERTIME

1. Overtime will be paid at the rate of one and one-half times the regular rate of pay for all time worked beyond the regular work period (i.e., twelve (12) hours in a work day on a 2 days on 2 days off/ 3 days on 2 days off/ 2 days on 3 days off schedule and 2,080 hours in a year, including training times).

2. All overtime shall be distributed equally and by seniority from an overtime list including Patrolmen and Sergeants. Overtime will be recorded as follows:

"R" means contact made, overtime refused and will be considered as overtime worked;

"A" means overtime accepted and worked; and

a "blank space" will denote contact not made - holiday sick day (injury), vacation day or personal day

a. If an officer is not at home when called, this will not constitute a refusal and that Officer's name will remain at its proper position on the list. If no officer from the list can be reached, the officer in charge will cover the post with anyone available or order the officer already on duty to remain on post as an emergency situation will then exist. This section will be executed in a fair manner in which all Officers on duty will have equal opportunities.

without explanation except in an emergency situation. The Chief of Police, or his designee, will decide when a shortage in manpower equates to an emergency.

c. A log will be kept for the purpose of recording all calls made from the overtime list. The officer in charge will enter the date, time, officer's name and the result of each call he makes from the list. The officer in charge will sign the log. The log will be posted in a conspicuous place within headquarters and be available to all officers at any time. Copies of log will be held for one (1) year.

d. The Chief of Police reserves the right in his sole prerogative to assign overtime to employees with special skills.

3. When an officer is off duty and is required by the Department to appear in court, or a departmental hearing as a result of an incident arising out of his employment, he shall be paid at the overtime rate, if the hours are in excess of regular duty hours as described in Section 1, above.

4. When an officer is called into work from his off-duty hours, he will be guaranteed four (4) hours overtime pay, if the hours are in excess of regular duty hours as described in Section 1, above regardless of the actual time worked. However, work contiguous with the beginning or end of the employee's regularly scheduled overtime shall not trigger the four hour minimum.

5. It is understood and agreed that this section does not apply to emergency situations. "Emergency" means any situation which jeopardizes the public health, safety and welfare, as defined by State Law or Ordinances, and requires alteration of scheduled work hours, shifts, and/or personnel assignments or any unforeseen circumstances.

6. Except in such emergencies, police officers shall be provided with twenty-four (24) hour notice when work schedule or duties are changed (reporting to and from substitution).

7. Officers shall be allowed to accrue compensatory time consistent with the Fair Labor Standards Act. Use of compensatory time shall be approved by the Chief of Police or his designee and shall not result in an overtime situation for the Borough.

XI. MEDICAL BENEFITS

1. All full time employees and employee eligible family (as defined by Blue Cross/Blue Shield) shall be covered by Blue Cross/Blue Shield, and Rider J, or equivalent, at the Employer's expense. Major Medical for eligible employees and family shall be supplied at the Employer's expense. The Employer retains the right to change insurance carriers as long as the levels of benefits are equivalent to those currently provided.

2. Health Maintenance Organization (HMO's). Several Health Maintenance Organizations are available to the employee as an alternate to Blue Cross/Blue Shield, Rider J and Major Medical. The Borough will contribute the same amount toward HMO

coverage as is contributed toward traditional coverage. In the event HMO coverage is elected, the employee may be subject to a payroll deduction depending on the type of coverage and difference between Blue Cross/Blue Shield, Rider J and Major Medical and the plan chosen.

3. Extended Medical Benefits. Employees who are on approved leaves of absence will be granted a ninety (90) day extension of medical coverage during a medical leave of absence. This shall be in accordance with the current Borough medical coverage policy. Continuation of health benefits during and authorized family leave will be in accordance with State and Federal regulations.

4. Prescription. All full time employees and their families shall be covered at the Employer's cost and expense, by a drug prescription program. The plan shall include the requirement of a co-payment of \$5.00 per prescription by the employee.

5. Eye Care. All officers and their families shall be covered by an eye care reimbursement program at the Employer's sole cost and expense. The reimbursement may be for examination fees, lenses and/or frames or contact lenses. the total reimbursement for each family shall not exceed the sum of \$150.00 per year. Any unused portion of the allowance shall be carried over to the following year.

6. Dental Plan. Effective July 1, 2000, th Borough will institute the DeltaPremier Program II as submitted by the Association. The parties agree that the Borough's contribution for each officer shall be capped at the amount of \$1,050.00 per year.

XII. HOLIDAYS

1. The Borough shall include payment for fourteen (14) holidays as part of an employees bi-weekly base salary. Holiday pay shall be calculated by multiplying the daily rate of pay by fourteen (14) days. The daily rate of pay shall be calculated by dividing the officers annual base pay, inclusive of longevity, by the twenty-six (26) pay periods per year and then dividing the resulting number by ten (10) to establish a daily rate of pay.

2. If an officer is scheduled to work on the Fourth of July, Thanksgiving, Christmas and /or New Year's Day, he shall be paid at the rate of time and one half his hourly rate of pay for all hours worked.

XIII. PERSONAL DAY

1. All full time employees shall have four (4) personal days. Personal days may be taken on separate days; however, a personal day application shall, except in cases of emergency, be made at least five (5) working days prior to the personal day to be taken. The third and fourth personal day will be granted as long as the request for the personal day does not result in an overtime situation for the Borough.

2. Personal days may not be accumulated, from year to year, unless refused for operational needs of the Police Department. Then they will be carried to the next year and used as soon as possible.

XIV. POSTING OF JOB VACANCIES

1. All job vacancies in the Milltown Borough Police Department shall be posted on the necessary bulletin boards for a period of at least two (2) weeks. The Employer will retain expired posted notices for three (3) months.

2. The Borough has the right to temporarily fill a new job or vacancy pending results of posting. Filling of job vacancies on a permanent basis will be subject to the rules and regulations of the Department of Personnel.

3. A written application for these jobs or vacancies will be submitted on forms provided by the Employer and distributed as follows:

- One copy to be retained by the Officer applying;
- One copy to the department head;
- One copy to the Chief of Police; and
- One copy to the Association

4. In the selection of an applicant, seniority will be given consideration and recommendations of the applicant's supervisors will also be considered.

5. The applicant selected will be notified in writing.

XV. BEREAVEMENT

All employees shall receive three (3) days leave in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, aunts and uncles.

It is understood and agreed that this bereavement leave will be

communicated to the department head by the employee and said employee shall be granted three (3) days leave of absence consisting of three (3) working days next following the day of death until the date of burial. The employee will be compensated for the time lost during said period from his regularly scheduled work, not to exceed three (3) days.

XVI. VACATION LEAVE

1. A new employee shall be granted vacation leave only at a rate of one (1) day per month on a month to month basis until the completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of vacation days shall be credited to the employee for the balance of the calendar year ending December 31./ the full allotment of vacation days shall be credited to the employee at the beginning of each successive calendar year.

2. If separation occurs before the end of the year and more vacation days and more vacation days have been taken than is appropriate, the per diem rate of pay for the excess days shall be deducted from the final pay.

3. All employees shall be granted vacation leave based upon the following schedule. (It is understood that when reference is made to six to twelve years, etc., six means the start of the sixth year, etc.).

1 - 5 years	12 days per year
6 - 12 years	15 days per year
13 -20 years	20 days per year
21 - 30 years	25 days per year
31 years and over	30 days per year

4. Vacations may be taken during any part of the year, provided they do not interfere with the normal operations of the department and in serving the best interests of the public at large. However, it is agreed to and understood that exceptions to the prescribed rule will be reviewed with scheduling and/or openings for vacations as permissible.

5. It is understood and agreed that yearly vacations will be chosen by seniority. It is also further agreed to and understood that when a Police Officer is scheduled off on the weekend, he will be permitted to take his vacation in conjunction with said weekend.

6. All officers must submit their requests for vacations by 12:01 am on March 16 of each year. If requests are not submitted, the Officer(s) will lose their place in seniority and vacations will be scheduled at the discretion of the Chief of Police. All officers are to be notified of approval by April 30.

7. If due to operational needs vacations are refused said vacations may be carried over to the following year or, at the discretion of the individual officer, they may be paid at the current rate of that year (ie., 8 hours = 1 vacation day). Either option must be taken by July 1 of the following year.

8. By February 15 of each year, the Employer shall furnish to each employee a written record of the employee's vacation days available for the upcoming year. Employees shall return a signed off copy of this record to the Employer by April 1 of each year.

XVII. SICK LEAVE

1. A new employee shall earn sick leave at a rate of one and one-quarter ($1\frac{1}{4}$) days per month on a month to month basis until completion of one (1) full year of employment. Upon completion of said year, a pro rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31st.

2. If termination occurs before the end of the year and more sick leave has been taken than earned, the per diem rate of pay for the excess days shall be deducted from the final pay.

3. Sick leave shall accumulate year to year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year.

4. All other proper and authorized leaves as provided in the rules of the Department of Personnel constitute a part of this agreement. An employee is entitled to use sick leave when he is incapable of working for medical reasons.

5. Paid holidays occurring during a period of sick leave shall not be chargeable to sick leave.

6. By February 15 of each year, the Employer shall furnish to each employee a written record of the employee's sick days available for the upcoming year. Employees shall return a signed off copy of this record to the employer by April 1 of each year.

XVIII. ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT

1. Employees who retire will receive a lump sum payment for unused sick leave in an amount of one-half (½) payment for every full day earned in unused sick leave, with a total amount not to exceed \$15,000, credited to him/her on the employment records and certified by the Borough on the effective date of his/her retirement, at the prevailing rate of pay at the time of retirement.

XIX. CIVIL ARREST INSURANCE COVERAGE

1. The employer will indemnify all employees covered by this Agreement from civil suits arising out of the performance of their duties including but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, privileged occupancy and the invasion of civil rights.

2. Employees covered by this Agreement shall be fully indemnified and defended by the employer for all circumstances in which the employee renders first aid, whether on duty or off duty.

XX. ADHERENCE TO DEPARTMENT OF PERSONNEL RULES

Both parties agree to be bound by the laws of the State of New Jersey as they apply to this employment relationship.

XXI. GRIEVANCE PROCEDURE

Definition: A grievance is any dispute between the parties concerning the application or interpretation of final agreement reached through these negotiations or any complaint by an employee as to any action or non-action taken towards him, which violates any right arising out of his employment.

Step 1. The employee shall present the grievance of dispute to his immediate supervisor verbally within fifteen (14) working days of its occurrence. The supervisor shall attempt to adjust the matter and shall respond verbally within seventy-two (72) hours. (Working days are to be considered as Monday to Friday.)

Step 2. If the grievance has not been settled, it shall be presented within five (5) working days, in writing, by the Association representative to the Chief of Police, after the supervisor's response is due. The Chief, or his designee, shall respond to the Association representative, in writing, within five (5) working days.

Step 3. If the grievance remains unadjusted to the satisfaction of the aggrieved or unanswered by the chief, it shall be presented by the Association's representative to the public safety committee, in writing, within seven (7) working days after the response of the chief is due. The public safety committee shall respond within ten (10) working days, in writing, to the Association representative.

Step 4. If the grievance still remains unadjusted to the satisfaction of the aggrieved or unanswered by the public safety committee, it shall be presented by the Association representative to the mayor, in writing, within seven (7) working days after the response of the public safety committee is due. The mayor, or his designee, shall respond within ten (10) working days, in writing, to the Association representative.

If a grievance is not settled in the levels provided for in this article, as set forth above, the Association shall have the right to submit such grievances to binding arbitration under the rules and regulations of the New Jersey Public Employment Relations Commission (PERC). The decision of the Arbitrator, along with his or her

reasoning, shall be submitted, in writing, to the Borough and to the PBA and the cost of the Arbitrator's services shall be borne equally between the parties.

XXII. PERSONNEL FILE

1. It is understood and agreed that the files maintained by the Chief of Police and the Personnel Director are the official personnel files for all officers. No other file, document or dossier of personnel records will be maintained, official or otherwise, by any other person, for any reason whatsoever.

2. Any member of the Department may, by appointment, review his personnel file but this appointment for review must be made through the Chief of Police, or his designee. The employee shall initial his file each time he reviews it.

3. Whenever a written complaint concerning an officer or 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.

All personnel file entries concerning minor written reprimands will be removed from the Officer's personnel file twenty-four (24) months from the date of entry providing there is no recurring like disciplinary action taken within the twenty-four (24) month period. If there is a disciplinary action taken within the twenty-four (24) month period, the file shall be kept until such time that there is a period of twenty-four (24) months without disciplinary action at which time the record of

discipline shall be removed from his file.

XXIII. EXCHANGE OF DAYS OFF

The Chief of Police, or his designee, may grant a request of any member of the department to exchange hours, duty, day off or shifts subject to standard rules and regulations pertaining to all members who make this request. The Officer(s) making such request shall do so with a Memo to the Chief.

XXIV. BULLETIN BOARD

The Employer shall permit a bulletin board for the use of the Association in a location to be determined by the Chief of Police. The association will assume the expense of the bulletin board.

XXV. DEFECTIVE VEHICLES

1. It shall be the responsibility of each officer to immediately report any defective vehicle to his immediate supervisor. If a vehicle is determined to be operationally unsafe, another vehicle will be provided if available.

2. In the event a vehicle is determined to be operationally unsafe, said vehicle shall be removed from service and repaired. This article shall cover all emergency equipment – i.e. radio, lights and siren (hand units not included).

3. The officer in charge, or mechanic on duty, will determine whether the

vehicle is operationally unsafe. If said vehicle is deemed safe, a written note will be given to the officer, upon his request, that said vehicle is in safe operational condition.

XXVI. WORKING CONDITIONS

1. Proposed new rules or modification of existing rules governing working conditions shall be negotiated with the Association before they are established.
2. Copies of all general orders shall be sent to the Association.

XXVII. CEREMONIAL ACTIVITIES

1. In the event a law enforcement officer in another department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two (2) off duty uniformed officers of the Department to participate in funeral services for said deceased officer. Reasonable notice shall be given.

2. In the event a law enforcement officer in another department in the County of Middlesex becomes deceased through causes not in the line of duty, the Employer will permit at least two (2) off-duty uniformed officers of the Department to participate in funeral services for said deceased officer. Reasonable notice shall be given.

3. Subject to the availability of same, and subject to the Chief's approval, the Employee will permit a department vehicle to be utilized by the member in the funeral service. Officers participating in such funeral service shall not be entitled to

any compensation during the time in which they are participating in said funeral services.

XXVIII. SAVINGS CLAUSE

It is mutually understood and agreed that all benefits currently enjoyed by employees and not modified by this agreement shall remain in effect and become part of this agreement.

XXIX. MANAGEMENT RIGHTS

The employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the United States and of the State of New Jersey subject to **NJSA 34:13A-5.3**.

XXX. NO STRIKE OR LOCK OUT

Neither the Association nor the employee's or the Employer shall interfere, instigate, promote, sponsor , engage in or condone any strike or concerted work stoppage, lock out or any other intentions of interruption of work. (In accordance with New

XXXI. JUST CAUSE PROVISION

1. No officer shall be disciplined or discharged without just cause.
2. When an officer is the subject of any discipline, it is understood and agreed that a representative may be present when requested by the officer.

XXXII. PHYSICAL FITNESS/AGILITY TESTING

Both parties agree that all police employees are encouraged to maintain good physical health and conditioning. The PBA agrees to maintain the current gym/physical training equipment and agrees to encourage exercise and proper general health/conditioning among its members.

XXXIII. ANNUAL EVALUATION

Commencing December 1990 and every December thereafter, the total performance of all officers will be evaluated according to criteria established by the Borough. For this contract there will be no penalties assessed for a negative evaluation.

XXXIV. COLLEGE DEGREE INCENTIVE

1. Officers shall be granted an educational incentive payment based upon the attainment of the following degrees related to the criminal justice field. It is

understood and agreed that the attainment of a higher degree eliminates any further compensation for the holding of the lower degree. The incentive amount shall be added to the officers base pay and paid in the regular pay cycles.

Associates Degree	\$ 500.00
Bachelors Degree	\$1,000.00
Masters Degree	\$1,500.00

2. The sums designated above are annual stipends received annually after achieving degree status. Said amount shall be folded in and paid along with regular payroll and as such used for all calculation purposes.

XXXV. OUTSIDE EMPLOYMENT

1. Officers shall be permitted to contract work other than normal patrol duties and normal police work. Uniformed outside employment shall be contracted through the Chief of Police and the Chief, or his designee, shall equally distribute such work, to the extent possible, on a rotating basis among the Officers (pursuant to the overtime procedures).

2. Officers shall be paid for such contracted work, by separate check by the Borough, in the next pay period following said contracted work at the established rate of forty-five (\$45.00) dollars per hour.

XXXVI. PRISONER TRANSPORT

Prisoner transport shall be done with a minimum of two (2) officers at the discretion of the senior Officer in charge.

XXXVII. BILL OF RIGHTS

The wide ranging powers and duties given to Police Officers involve them in all manners of contacts and relationships with prisoners and the public. Out of these contacts may come questions concerning the actions of the Officers and the Department. These questions may require investigations by superior officers. These investigations are to be conducted in a manner which is conducive to good order and discipline. Any investigation shall follow a procedure which is in compliance with the Law, Statutes, Ordinances, case decisions and as outlined herein, giving just due to the rights of the parties involved and consistent with due process. Whenever an Officer is under investigation or subject to interrogation by a law enforcement agency, for any reason which could lead to a disciplinary action, the interrogation shall be conducted under the following conditions:

1. All charges must be served on an officer within forty-five (45) days of the events giving rise to the charges or within forty-five (45) days of the date the Borough knew or should have known of the events.
2. The Officer shall be immediately informed of the nature of the investigation before any interrogation commences.
3. If the informant or complainant is anonymous, then the Officer shall be so advised. Sufficient information to reasonably appraise the member of

the allegations must be provided.

4. If it is known that the officer is being interrogated as a witness only, he shall be so informed at the initial contact. But if the Officer is the subject of a disciplinary investigation, he shall have the opportunity to obtain representation by an attorney and/or by the PBA in accordance with this Article.
5. All complaints against or concerning an officer shall be memorialized in writing. The written memorialization shall be in report form, serialized, marked with the date and time of receipt and forwarded to the Chief. Unsubstantiated or unfounded complaints may be maintained provided that are noted as being without foundation. No such complaints shall be used in any evaluation or in any discipline of the Officer for any reason.
6. Interrogation sessions shall be for reasonable periods. The officer being interrogated shall be allowed telephone calls, refreshments and meals.

In matters which are purely disciplinary in nature, the law enforcement officer may request a suspension of the interrogation for up to twenty-four (24) hours, which request shall be granted. At the time and place designated for continuance of the interrogation, the officer may be represented by an attorney or a PBA representative and shall be prepared to respond to the interrogation. The Officer may be required, at the resumption of the interrogations, to submit a written or supplemental report, of the type ordinarily required under Department Rules or Regulations, detailing his knowledge of facts regarding the allegations. A written report may be obtained from the officer only when the allegations arise out of his employment.

Nothing herein shall be construed to prevent the investigating officer from informing the officer of the possible consequences of his act. If the refusal to answer questions in non-criminal matters may result in disciplinary action against the officer,

then he shall be so advised.

If the investigation or interrogation of an officer results in a recommendation of some action, such as a demotion, dismissal, transfer, loss of pay, reassignment or other similar action which would be considered a punitive measure, then before taking such action, the Department shall give notice to the officer that he is entitled to a hearing on the issues.

The officer or his attorney shall be provided with all reasonable discovery by the Department provided such demand is made within a reasonable time of the officer's receipt of charge.

The hearing shall be conducted by the Borough Administrator. If the Borough Administrator has a conflict, in any respect, or is unavailable, then and in that event, the hearing shall be conducted by a person, impartial to the issues, who shall be appointed by the Borough Administrator. The Officer or his representative must state the conflict and request the removal of the Borough Administrator at least seven (7) days prior to the hearing provided the basis of such objection is within his knowledge at that time. The Hearing Officer shall not have participated in any part of the investigation or interrogation other than a purely ministerial role.

The Hearing Officer shall render decisions within 20 days after the close of a disciplinary hearing concerning an officer. In the event that a verbatim recording was made of the disciplinary hearing and in the event of a transcript was prepared, then the Hearing Officer shall render his decision within 20 days after receipt of a transcript of such proceedings.

Any decisions, order or recommendation for action resulting from the hearing shall be in writing and shall be accompanied by findings of fact and a certification that the transcript, if one was ordered, was received by the Hearing Officer. A copy of the decision or order, accompanying findings and conclusions, along with any written recommendations for action, shall be delivered or mailed promptly to the Officer concerned and his attorney.

XXXVIII. PURCHASE OF SERVICE WEAPON

Upon retirement, the retiring officer may purchase from the Borough of Milltown, his issued weapon at a cost of \$200.00. All State and Federal laws for the legal transfer must be complied with.

XXXIX. WORK INCURRED INJURY

1. Where an employee covered under this Agreement suffers a work-connected injury or disability, the employer shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the employer.

2. The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the employer may reasonably require the said employee to present such certificates from time to time.

3. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the employer or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgement in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

4. For the purposes of this Article, injury or illness incurred while the employee is attending an employer sanctioned training program, shall be considered in the line of duty.

5. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgement, or, if there is an appeal therefrom, the final decision of the last reviewing court.

6. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

XL. REPLACEMENTS

1. No full time employee covered by this Agreement shall be replaced by any non-police officer, part time or other personnel.
2. No post presently filled by a full time employee covered by this Agreement shall be covered by any non-police officer, part time or other personnel.
3. This article shall not be interpreted as denying the employer the opportunity to meet the demands of school crossing guards for school posts.

XLI. SEPARABILITY

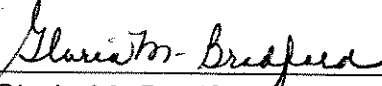
In the event that any Federal or State legislation, governmental regulation or court decision causes invalidation of any article or section of this agreement, all other articles and sections not so invalidated shall remain in full force and effect and the parties shall meet to negotiate a legal substitute for such an invalidated provision.

XLII. DURATION OF CONTRACT

It is hereby agreed by the Borough and the Association that this contract shall remain in effect from January 1, 2003 until December 31, 2005. It is understood and agreed that the provisions of this contract will remain in effect until the signing of a new agreement. This agreement may be reopened by either party upon notice in writing at least sixty (60) days and no more than one hundred and twenty (120) days prior to December 31, 2005.


IN WITNESS WHEREOF, the Borough and the Association have cause this agreement to be signed by their duly authorized representatives:

BOROUGH OF MILLTOWN:



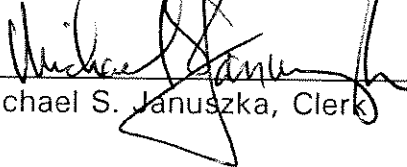
Gloria M. Bradford, Mayor

MILLTOWN PBA LOCAL 338:

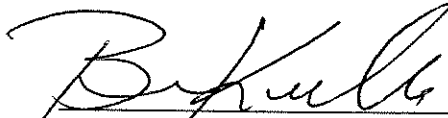


Daniel E. Cononie, President

ATTEST:



Michael S. Januszka, Clerk



Brian P. Knelle, Vice President

APPENDIX A-1
Employees Hired Prior to 1/1/2000)

	<u>EFF.</u> <u>1/1/03</u>	<u>EFF.</u> <u>1/1/04</u>	<u>EFF.</u> <u>1/1/05</u>
Sergeant	\$67,185	\$70,912	\$74,789
Corporal	63,696	67,284	71,015
Patrol Officers:			
Fifth Yr. (max)	\$61,044	\$64,526	\$68,147
Fourth Yr.	51,456	53,514	55,655
Third Yr.	45, 650	47,476	49,375
Second Yr.	37,363	38,858	40,412
First Yr.	31,466	32,725	34,034
Provisional	28,080	29,203	30,371

APPENDIX A-2
(Employees Hired on or After 1/1/2000)

	<u>Eff.</u> <u>1/1/03</u>	<u>Eff.</u> <u>1/1/04</u>	<u>Eff.</u> <u>1/1/05</u>
Sergeant	\$67,185	\$70,912	\$74,789
Corporal	63,696	67,284	71,015
Patrol Officers:			
Fifth Yr. (max)	\$61,044	\$64,526	\$68,147
Fourth Yr.	49,477	51,456	53,514
Third Yr.	43,895	45,650	47,476
Second Yr.	37,363	38,858	40,412
First Yr.	31,466	32,725	34,034
Provisional	28,080	29,203	30,371

**RESOLUTION
R04-056**

WHEREAS, the Borough of Milltown and Milltown PBA Local 338 have been negotiating a new labor agreement for the years 2003, 2004 and 2005; and

WHEREAS, a Labor Agreement, copy attached hereto, has been prepared as a result of said negotiations; and

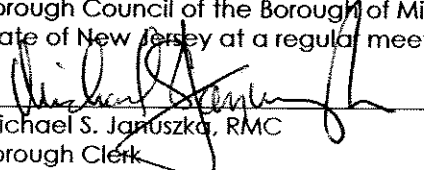
WHEREAS, the Borough Council is in agreement with the terms of said Labor Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Milltown, County of Middlesex, State of New Jersey that the Borough Council approves the labor Agreement between the Borough of Milltown and Milltown PBA Local 338:

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk be and they are hereby authorized to execute said Labor Agreement.

Dated: January 26, 2004

I, Michael S. Januszka, Clerk of the Borough of Milltown hereby certify That the foregoing is a true copy of a resolution duly adopted by the Borough Council of the Borough of Milltown, Middlesex County, State of New Jersey at a regular meeting held on January 26, 2004.


Michael S. Januszka, RMC
Borough Clerk