

#2665

RESOLUTION #203-07-23-96

RESOLUTION ACCEPTING P.B.A. CONTRACT

WHEREAS, THE CONTRACT BETWEEN P.B.A. LOCAL 166 AND THE BOROUGH OF JAMESBURG EXPIRED DECEMBER 31, 1995; AND

WHEREAS, THE BOROUGH OF JAMESBURG WISHES TO ENTER INTO A NEW CONTRACT WITH P.B.A. LOCAL 166, COVERING THE TIME PERIOD FROM JANUARY 1, 1996, TO DECEMBER 31, 1998;

NOW, THEREFORE, BE IT RESOLVED, BY THE MAYOR AND COUNCIL OF THE BOROUGH OF JAMESBURG THAT THE ATTACHED AGREEMENT BE AND IS HEREBY ACCEPTED AND APPROVED.

BE IT FURTHER RESOLVED, THAT MAYOR DIPIERRO AND COUNCIL PRESIDENT HETZELL ARE HEREBY AUTHORIZED TO SIGN SAID AGREEMENT.

	MOTION	SECOND	AYES	NAYS	ABSTAIN	ABSENT
BEE			X			
BUSHMAN			X			
DOBENSKI		X	X			
GROSS			X			
HETZELL	X		X			
TATUM						X
MAYOR						

I do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the Borough of Jamesburg.

  
Gretchen M. Schauer, RMC  
Borough Clerk

**POLICEMEN'S BENEVOLENT ASSOCIATION**

**CONTRACT FOR 1996 - 1998**

**JAMESBURG POLICE DEPT.  
JAMESBURG, NJ**

## AGREEMENT

### ARTICLE 1: RECOGNITION

#### 1.1

This Agreement is between the Borough of Jamesburg, County of Middlesex, State of New Jersey, hereinafter referred to as the "Borough" or "Employer", and the Policemen's Benevolent Association, Local #166, hereinafter referred to as the "Association".

#### 1.2

The Borough recognizes the Association as the exclusive representative of all uniformed employees of the Police Department, with the exclusion of the Police Chief or Special Police and any and all Secretaries and/or Clerical help.

### ARTICLE 2: STATEMENT OF JOINT PURPOSE

#### 2.1

The parties to this Agreement affirm their understanding that the Borough of Jamesburg is an instrumentality of its citizens and that its governance is operated for the welfare of its people. It is the declared purpose of the parties hereto, to maintain the quality and efficiency of the Department's service, ever mindful of the needs of the citizens of the Borough, State and Nation. To this end, the Borough and the Association join themselves together to observe in good faith the terms of this Agreement.

### ARTICLE 3: GRIEVANCE PROCEDURE

#### 3.1 Definitions

Grievance is defined as any dispute, controversy or issue involving the interpretation, application or violation (alleged or otherwise) of any provision of this Agreement or regarding employment or the application of any rules, regulations, ordinance and/or statute or terms and conditions of employment which actually affect working conditions.

Grievant is defined as any individual or entity which has been, is being or may be affected by any issue, controversy, dispute, or application as indicated in the definition of a grievance. The Association may initiate or file a grievance on behalf of an injured or unavailable employee.

#### 3.2 Procedure

A written grievance shall meet the following specifications:

- a. It shall be specific;
- b. It shall contain a synopsis of the facts giving rise to the dispute, controversy, or issue;
- c. It shall specify the section of the Agreement, rule or regulation, statute, ordinance or term and/or condition of employment which has allegedly been violated, misapplied or is in dispute;

- d. It shall state the relief requested, including, but not limited to:
  - i. increased compensatory time to the Grievant;
  - ii. increased wages in lieu of compensatory time;
- e. It shall contain the date(s) of the alleged dispute, controversy or issue.
- f. It shall be signed by the Grievant.

### 3.2-2

The grievance shall be submitted in writing to the Chief of Police, who shall submit his answer, in writing, within seven (7) calendar days.

### 3.2-3

In the event that the grievance is not resolved or if no written response is received within the specified time period from the Chief of Police, the grievance shall be submitted to the Chairman of the Police Committee, with a copy to the Mayor. The Police Committee shall have fourteen (14) calendar days to make a determination and submit a written report. If no report has been issued and there is no agreement between the parties, in writing, to extend said period of time to submit said report, the grievance shall then be submitted to the Public Employee Relations Commission for arbitration.

### 3.2-4

The request for arbitration shall be directed to the Public Employee Relations Commission, subject to the rules and guidelines then in effect by such agency.

The selection of an independent arbiter shall be made pursuant to the rules and guidelines then in effect by such agency.

A hearing shall be held at a mutually convenient time and place not later than thirty (30) calendar days after appointment of an arbiter.

In the event that a question arises as to the arbitrariness of an issue, the arbiter shall make a preliminary determination based upon the express terms of this Agreement prior to continuance of the hearing.

The original grievance shall be submitted to the arbiter for determination unless it is agreed by both parties that additional documentation is necessary and shall, at that time, be presented to the arbiter. Nothing in this paragraph shall be construed to preclude or limit the submission of any proofs by either party.

The arbiter shall not have the power or authority to add to, subtract from, or modify the provisions of this Agreement. He/she shall only address and render a determination as to those issues specifically submitted into arbitration and shall not have the authority to determine any issues not so submitted. The arbiter shall not submit observations or opinions which are irrelevant in the decision-making process. When requested, the arbiter may award compensatory time, additional monies or back pay as appropriate remedies as set forth in the relief section of this Agreement, or award a monetary penalty for a violation of this Agreement.

The decision of the arbiter shall be rendered within fourteen (14) calendar days of the close of hearing, which decision shall be final and binding upon the parties and the grievance shall be considered permanently resolved.

The expenses of an arbiter shall be shared equally between the parties. Each party shall, however, make arrangements for and payment of any witnesses called on their own behalf.

The aggrieved employee and his designated employee representative shall be permitted time off, without loss of pay, for any required hearing of witness testimony. Further, any witness(es) appearing on behalf of the Grievant, shall, when called for testimony, be excused from duty with no loss of pay.

### 3.3 Hearings, General

Any and all meetings and/or hearings shall be conducted privately and only those interested parties and their designated or selected representatives shall be admitted.

### 3.4 Representation

The aggrieved employee shall have the right to be represented at all stages of the grievance process by the Association, a representative selected by or approved by the Association, or to appear on his or her own behalf.

those times when an aggrieved employee is not represented by the Association in the processing of a grievance before the Police Committee, or at any subsequent level of the grievance process, the Association shall be notified by the Chairman of the Police committee, that a grievance has been filed, shall have the right to attend and present its position, in writing, at all sessions held concerning the grievance, and shall receive a copy of any decision rendered.

### 3.5 Rights of Aggrieved Employee

Nothing in the grievance procedure shall deny any employee his rights, under State and Federal Constitutions and Laws.

Nothing herein contained shall be construed as limiting the right of any employee having grievance to discuss the matter informally with the Chief Law Enforcement Administrator and/or a superior officer, which may result in a resolution of the grievance, provided the resolution is not inconsistent with the terms of this Agreement.

### 3.6 Miscellaneous

The Borough and Association shall insure the aggrieved employee freedom from restraint, interference, coercion, discrimination, or reprisal, in the presentation of his grievance.

If, in the judgment of the Association, a grievance affects all or a majority of the employees, the Association may submit such a grievance, in writing, directly to the Chairman of the Police Committee. The Committee may, however, determine that the matter would best be handled through the formal grievance process and recommend the Association commence proceedings in the manner set forth herein.

No probationary employee may use the grievance procedure in any way, to appeal a discharge or a decision by the Borough not to offer said employee a permanent position.

All documents, records and communications dealing with the processing of a grievance

shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants, nor shall the file, or any portion of the contents be disclosed to anyone outside the Borough.

#### ARTICLE 4: WORK HOURS AND OVERTIME

##### 4.1

The scheduled work week shall consist of four (4) ten and one-half (10½) hour steady shifts, followed by four (4) days off.

##### 4.2 Flex Days

Officers working the four (4) on, four (4) off schedule will work nine (9) flex days within a calendar year. Commencing January 1, flex days will be used for training, schooling, narcotics and notified schedule shift changes. Except in the case of an emergency, there shall be four (4) calendar days notice of any change in scheduling. In the event that this is not possible or does not occur, the employee shall be entitled to compensation at the rate of time and a half for the newly scheduled hours. Any employee not currently in a work schedule shall also receive four (4) calendar days notice of a scheduling or duty assignment.

##### 4.3

Each employee under this Agreement shall be expected to be available to work a reasonable amount of overtime. Efforts will be made to keep overtime equal amongst employees.

##### 4.4

On those occasions when overtime is necessary, the Police Chief or his designee, shall determine the number of persons required, as well as the amount of overtime required from each person selected.

##### 4.5

Any police officer placed into a "standby" or "alert" status by personal communication of the Chief of Police or his designee, and who remains subject to call or recall to duty and is mandated to remain at home or within a designated geographical area, which area shall be defined, shall be compensated one (1) hour base pay for each three (3) hours of standby, alert or state of readiness, until such time as the alert or standby status is officially canceled or communicated to him. This clause does not apply to a ranking officer covering for another ranking officer or the Chief of Police, who is on any leave of absence under Article 6 of this Agreement.

#### ARTICLE 5: SALARY GUIDE

5.1 Definition

Base Pay shall mean an officer's base salary plus longevity.

5.2

1996

ACADEMY/SIX MONTH STEP \$ 23,000.00  
PROBATIONARY PATROLMAN \$ 28,000.00  
PATROLMAN - 2ND YEAR \$ 33,704.00  
PATROLMAN - 3RD YEAR \$ 38,148.00  
PATROLMAN - 4TH YEAR \$ 42,593.00  
PATROLMAN - 5TH YEAR \$ 47,040.00  
DETECTIVE - \$ 1,500.00 ABOVE MAXIMUM PATROLMAN'S/SERGEANT'S SALARY\*\*  
SERGEANT - \$ 3,000.00 ABOVE MAXIMUM PATROLMAN'S SALARY  
LIEUTENANT - \$ 3,000.00 ABOVE MAXIMUM SERGEANT'S SALARY

1997

ACADEMY/SIX MONTH STEP \$ 23,000.00  
PROBATIONARY PATROLMAN \$ 28,000.00  
PATROLMAN - 2ND YEAR \$ 35,136.00  
PATROLMAN - 3RD YEAR \$ 39,769.00  
PATROLMAN - 4TH YEAR \$ 44,403.00  
PATROLMAN - 5TH YEAR \$ 49,039.00  
DETECTIVE - \$1,500.00 ABOVE MAXIMUM PATROLMAN'S/SERGEANT'S SALARY\*\*  
SERGEANT - \$ 3,000.00 ABOVE MAXIMUM PATROLMAN'S SALARY  
LIEUTENANT - \$ 3,000.00 ABOVE MAXIMUM SERGEANT'S SALARY

1998

ACADEMY/SIX MONTH STEP \$ 23,000.00  
PROBATIONARY PATROLMAN \$ 28,000.00  
PATROLMAN - 2ND YEAR \$ 36,629.00  
PATROLMAN - 3RD YEAR \$ 41,459.00  
PATROLMAN - 4TH YEAR \$ 46,290.00  
PATROLMAN - 5TH YEAR \$ 51,123.00  
CORPORAL - 10TH YEAR - 2% ABOVE MAXIMUM PATROLMAN SALARY  
DETECTIVE - \$1,500.00 ABOVE MAXIMUM PATROLMAN'S/SERGEANT'S SALARY\*\*  
SERGEANT - \$3,000.00 ABOVE MAXIMUM PATROLMAN'S SALARY  
LIEUTENANT - \$3,000.00 ABOVE MAXIMUM SERGEANT'S SALARY

\*\*DETECTIVE DIFFERENTIAL (MAXIMUM ABOVE PATROLMAN'S SALARY, OR MAXIMUM ABOVE SERGEANT'S SALARY) SHALL BE DETERMINED BY THE RANK OF THE OFFICER AT THE TIME OF HIS/HER ASSIGNMENT TO DETECTIVE STATUS.

CORPORAL POSITION TO BE ATTAINED AFTER 10 YEARS OF SERVICE AND IS LIMITED TO 2 POSITIONS

CORPORAL POSITION IS TO ATTEND A SUPERVISORY SCHOOL AS SOON AS POSSIBLE AFTER ATTAINING THE PROMOTION

CORPORAL POSITION PAY WILL BE INCLUDED IN BASE SALARY FOR PENSION PURPOSES

5.3

Salaries shall be divided into twenty-four (24) equal sums, which shall be payable on or about the fifteenth (15th) and the last day of each month.

5.4 Differential Pay

Beginning January 1, 1996, employees on duty between 10:45pm and 7:00am, shall be entitled to a rate differential pay of three percent (3%) of his/her individual base salary (convertible to hours) for each hour actually on duty. The hourly rate shall be determined as stated above. Also, beginning January 1, 1996, any employee called out to duty between the hours of 10:45pm and 7:00 am shall be entitled to a rate differential increase in pay of three percent (3%) of his/her individual base salary, (convertible to hours) for each hour actually on duty.

5.5 Longevity

Each covered employee shall be entitled to longevity pay on the following basis: Beginning January 1, 1996, the sum of \$80.00 per year of service, will be added to the employee's base salary. This sum will begin with the employee's first year of service and will be paid up through the completion of the employee's ninth (9th) year of service. Commencing the tenth (10th) year of service, on through the completion of the nineteenth (19th) year, the sum will be \$100.00 per year of service. Commencing the twentieth (20th) year of service, on through the twenty-fifth (25th) year of service, the sum of \$120.00 shall be granted to a maximum of \$3,000.00.

<u>YEARS OF SERVICE</u>	<u>SUM PER YEAR</u>
1ST THROUGH 9TH	\$ 80.00
10TH THROUGH 19TH	\$100.00
20TH THROUGH 25TH	\$120.00

Longevity pay shall become part of that individual's "Base Pay" for the purpose of both pension and overtime, except, however, the amount shall cease on the last day of each year and the new, appropriate amount shall be effective on the subsequent January 1st.

5.6

Any employee hired prior to July 1 shall be credited for one (1) year of service as of 2359 hours on December 31 of the year in which he/she was hired. Any employee hired on or after July 1 shall be credited with a year of service as of 2359 hours on December 31, in the year following the year in which he is hired. For example, employee hired in June 1995 will have one (1) year completed service on December 31 at 2359 hours in 1995, or for all intents and purposes, effective January 1, 1996. An employee hired August, 1995, will have one (1) year completed service on December 31 at 2359 hours, in 1996, or for all intents and purposes, effective January 1, 1997.



The anniversary date of January 1, each year, shall be used to compute the salary increases, longevity computations, vacation days, holidays and personal days.

#### 5.7 Overtime

Overtime shall be paid for all hours worked in excess of ten and one-half (10½) hours in any workday, on the basis of time and a half. There shall be a minimum of three (3) hours whenever an employee is called in for overtime.

#### 5.8 Senior Officer Supervisor

When a patrolman reaches his 10th year of service the Borough will promote the patrolman to corporal. The corporal shall be compensated at a rate of 2% of his base salary. Corporal pay shall become part of that individual's "base pay" for the purpose of both pension and overtime.

### ARTICLE 6: LEAVES OF ABSENCE

#### 6.1-1 Vacation Leave

Vacation leave shall be awarded as follows: First year of service - Eighty hours; second year of service eighty eight (88) hours; each additional year of service eight hours each year. A employee who reaches his fifth year of service will receive an additional eight (8) hours and in the tenth year of service will receive an additional eight (8) hours to a maximum of (296) hours.

Vacations may be taken at any time throughout the year. Leaves of absences may be granted to no more than two (2) employees at any time with prior approval of the Chief of Police.

Vacation selection shall be by seniority, except that vacation time not requested by March 1 of each year, shall thereafter be on a first come, first serve basis.

Odd-day entitlement may be accumulated from year to year to make up full weeks or may be used as individual days, with prior approval of the Chief of Police.

Vacation time shall be by periods of calendar days with, a maximum selection of 16 calendar days, unless additional days are available and not otherwise chosen.

Up to five (5) 10 1/2 hour vacation days can be used as personal days, if requested by the individual officer as indicated under Article 6.1-3.

#### 6.1-1a Holiday Vacation Requests

Vacation days on holidays shall be granted on a rotating basis, starting with the most senior officer selecting the first holiday. Each officer shall then be eligible to request vacation on a holiday in order of seniority. Officers with less than five years will not be eligible.

#### 6.1-2 Sick Leave

Employees shall be allotted (96) sick hours per year. Any unused sick time from the

previous year shall be accumulated and store in a "bank", which shall be used only in cases of extended illness. Commencing January 1, 1986, at the time of retirement from a State Pension Plan, or in the event of total disability retirement, the Borough shall buy back all accumulated sick leave at a rate of \$9.37 per hour. However, at the employee's discretion, the employee reserves the right, prior to his/her projected retirement date, to be compensated in hour-for-hour compensation in time off, using accumulated sick time. If an employee ceases employment for reasons other than retirement or disability, the Borough shall buy back all accumulated sick leave at a rate of \$9.37 per hour, up to \$2,000.00 maximum amount.

Sick leave shall mean absence from regular work assignment by any employee, due to illness, accident, or injury off the job.

In all cases, the Employer shall have the right to investigate absence for which an employee requests payment due to sick leave.

Unapproved requests for sick leave shall result in the assignment of "no pay" for each day(s) designated as "unapproved".

Sick leave notice shall be given to the Chief of Police or his designee, as soon as possible, in order to arrange for assignment of a replacement.

When absence extends beyond two (2) days, a doctor's certificate must be presented upon the employee's return to work. A day shall consist of twenty-four (24) from the scheduled start of the shift. When no certificate is presented, the time will be considered leave without pay.

Sick leave may be utilized by employees in the event of an injury or illness to himself or for injury or illness within his family. "Members of his/her family" shall mean: wife or husband, son or daughter. Father or mother, father-in-law or mother-in-law are only included if they live in the employee's household. In the case of parents, or mother-in-law or father-in-law of the employee, this clause shall only apply when the illness or injury requires the presence, directly or indirectly, of the employee. A doctor's note may be required, if requested by the Chief of Police or his designee, for the family member.

#### 6.1-3 Personal Leave

Employees shall be allotted personal leave of three (3) 10 1/2 hrs days for a total of 31 1/2 hours each year. Such time will be granted and no reason or excuse will be required, provided however, that arrangements must be made in advance with the Chief of Police or his designee and provided further, that no one day can be utilized on a public holiday. In addition, only one (1) employee may select any one particular day.

#### 6.1-4 Bereavement Leave

Employees shall be allotted five (4) 10 1/2 hrs working days for death of an immediate family member (i.e., husband, wife, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, or a blood relation of the employee or spouse, living in the household of the employee). Additional bereavement days may be granted, chargeable to personal leave, should the employee request additional time off. In the event that personal leave has expired, vacation time may be assigned under emergency conditions. In the event an employee has no "paid-lost time" credits, such time shall be granted, however, with no pay.

Two (2) working days for bereavement leave shall be granted in the death of non-immediate, blood relations of the employee (i.e., grandmother, grandfather, uncle, aunt, sister-in-law, brother-in-law, niece, nephew).

One (1) working day for bereavement leave shall be granted for attendance of burial services in the event of the death of blood relation of the employee's spouse, or a cousin of the employee.

The Borough is conscious of the fact that close family ties with non-immediate and non-blood persons may exist and in some cases the employee's support of his/her spouse is needed, and without prejudice to the Borough, an employee shall be permitted additional bereavement days, as stipulated in this section, for immediate members of the family at the discretion of the Chief of Police. All bereavement leave shall be granted at the time of demise.

#### 6.2-1 Worker's Compensation

The Employer will pay full salary to any employee injured in the line of duty or in any way injured on the job, up to a full year. The employee will turn over to the Borough any Worker's Compensation checks he receives during this period of time.

Employees, while rendering aid to another community at the direction of their superiors, or while rendering aid in another community, whether on-duty or off-duty, as long as such conduct was 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 courts, upon the findings of the courts of the State of New Jersey.

#### 6.2-2 Disability Insurance

Commencing 1984, the Borough shall provide members of the Association with coverage under the New Jersey State Disability Plan. In the event an employee is injured off the job, and qualifies under the State rules and regulations for Disability Payments, the Borough agrees that the use of sick leave, to the extent that same is available, may be requested by the employee, until the mandatory waiting period is exhausted.

#### 6.2-3 Union Business

Leave shall be permitted to the employee representative for attendance at regularly scheduled monthly meetings of Policeman's Benevolent Association Local 166, provided said representative is scheduled to work the 3:00pm-11:00 PM shift or the 7:00pm-3:00am or 11:00pm-7:00am shift.

The Jamesburg Employee Representative shall be permitted time off without pay for attendance at any other meetings, provided notice is given in advance and a substitute found, if necessary.

The Borough will release from duty, with pay, employees required for negotiations, provided notice is given in advance and such release does not interfere with effective law

enforcement.

The Employer will arrange a dues check-off for the Association members for payroll deductions, on a monthly basis, and the transfer of such deductions to the appropriate Association employee, by the 15th of the following month.

## ARTICLE 7: ALLOWANCES

### 7.1

In keeping up with the requirements that an employee shall wear his/her full uniform at all times while on duty and shall maintain his/her uniforms in clean, neat and tidy condition, the Employer shall provide the following sums, payable on or before March 1, of each year, to full-time employees:

1996	\$ 1100.00
1997	\$ 1150.00
1998	\$ 1200.00

Uniform allowance, as described above, will be divided into twenty-four (24) equal sums, which shall be payable as part of the employee's base salary, excluding overtime rate, to any employee who has obtained the rank of Sergeant or above, prior to January 1, 1993.

### EQUIPMENT:

Every five years the Borough will supply each employee with a bullet proof vest, a minimum ballistic threat level II. Brand to be determined by the Chief of Police.

### 7.1-2

#### HOLIDAYS

All employees shall be compensated for Holiday pay, each employee will be paid for one hundred and twenty six (126) hours at their rate of base pay and shall receive such salary on or before December 1, each year.

Holiday pay will be divided into twenty-four (24) equal sums, which shall be payable as part of the employee's base salary, excluding overtime rate to any employee who has obtained the rank of Sergeant or above, or any employee who is in his 23rd year of service.

### 7.1-3

Overtime shall be computed by the base pay, exclusive of holiday pay and clothing allowance.

### 7.1-4 Education

In view of the fact that increased education provides an additional asset to the employee, the Employer and the public which is served, the Employer agrees to pay the following sums, annually, toward college credit and to help defer the cost of books to any employee who attends an accredited school for the purpose of obtaining a Degree. Such sum is to be paid by voucher, upon completion and certification of credit.

1996	\$ 1150.00
1997	\$ 1250.00
1998	\$ 1350.00

These sums are a maximum total that will be paid to an employee who obtains college credits during the specified calendar year. Prior to attending courses, the employee, after approval from the Chief of Police, will request that a Purchase Order be issued in order to maintain that the sums indicated above are charged to the proper yearly allowance.

#### 7.1-6 Annuity Plan

Effective January 1, 1996, each year the Employer shall contribute the sum of 1% of base salary into an annuity plan for each covered employee. The employee will have the option to begin this plan earlier than the above mentioned effective date, by means of Automatic Payroll Deduction and payed into the plan each pay period. These deductions can either match or increase the contributions made by the Employer. These changes can be made any time during the course of employment.

### ARTICLE 8: ADDITIONAL BENEFITS

#### 8.1

Blue Cross Hospitalization, Blue Shield Medical Benefits, Prudential Major Medical Insurance, HIP, USHealthcare and NJ Plus. The employee will be responsible to pay any difference in costs between Blue Cross/Blue Shield/Major Medical which the Employer provides in full, HIP, USHealthcare, NJ Plus, and any available or equivalent.

Effective October 1, 1993, the Employer will provide each employee with a paid Prescription Drug Benefit Plan. This Plan, obtained through the State of New Jersey, will cover the member employee, spouse and dependent children of the employee. Said Prescription Drug Benefit Plan shall provide full reimbursement of the cost of brand prescription drugs, less \$5.00 co-pay. Full reimbursement of the cost of generic prescription drugs, less \$1.00 co-pay.

Effective January 1, 1997 the Employer will provide each employee with a dental plan.

#### 8.2

The Employer will provide False Arrest Insurance for members of the Police Department.

#### 8.3

The Employer agrees to retain all necessary legal advise and counsel, if an employee is charged with a violation of law while in the performance of his duty. The employee shall have the choice of rejecting the attorney if he deems the attorney to be unsatisfactory, except in the case where an insurance carrier is providing the legal defense over which the Employer has no control.

In such a case, the employee may request that the Employer act as an intermediary in bringing about a change of attorneys. However, no such rejection(s) shall impede the progress of the case.

8.4

If an employee is required to use his personal vehicle in the line of duty, as determined by the Chief of Police, or his designee, said employee shall be paid at the rate of \$ .20 per mile, provided a voucher is submitted.

8.5

The Employer shall compensate any employee for reasonable expenses incurred for the attendance of police training courses, school and institutions, which attendance is ordered or authorized by the Chief of Police or his designee.

8.6

If in the performance of duty, an employee suffers damage or loss to any authorized personal property, he will be reimbursed on a reasonable replacement cost, on a fair wear and tear basis, provided said loss was not intentionally caused by said employee. 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 his designee.

8.7

The Employer shall endeavor, without discrimination and with equal opportunity, to provide at least three (3) days of a certified police training course during each calendar year, to each employee covered under this Agreement.

8.8

Any medical costs for treatment or otherwise incurred as a result of job related illnesses or injuries shall be paid for, in full, by the Employer, if same is not fully paid for through any insurance plan obtained by the Employer.

8.9

The Employer agrees to allow the employee representative or his/her designee to utilize the Borough copy machine, with no cost to the employee organization; however, this utilization shall not be used for propaganda purposes.

8.10

If the Employer fails to meet contractual commitments to the employee in terms of payment of any monies due the employee on or before a specified date, the Employer agrees to compensate the employee at the prevailing savings account rate of interest (Central Jersey Savings Bank). The employee agrees to a fourteen (14) day grace period.

8.11

The Employer agrees to recognize and support a uniform "Police Funeral Detail" consisting of at least one on duty member for their attendance in a marked patrol car for the funeral of a deceased law enforcement officer, or family member, subject to approval by the Chief of Police, and within the State of New Jersey.

#### ARTICLE 9: WORKING CONDITIONS

9.1

The Employer agrees to provide the Association, as in the past, such information required by the Association as being inimitable to negotiations and will make available all public records for review and inspection upon request. In addition, the Employer will make available a copy of its annual budget to be delivered at no cost to the Association.

9.2

Generally, between May 15 and September 15 of each year, short-sleeved shirts will be worn. At all other times of the year, long-sleeved shirts shall be worn and shall be considered dress uniform. Dress uniforms shall be worn for all special events, such as parades, funerals and when indicated by the Head of the Department. At all times the senior officer on duty shall have the discretion of a uniform change for the shift, if weather or other conditions dictate same.

9.3

Continuous employment shall be defined as continuous employment by the Borough including vacation time, sick leave, service in the armed services which began after initial employment, and authorized leaves of absence up to one (1) year.

9.4

Any terms and condition of employment, no currently covered by State law, local ordinance, and rules and regulations shall be submitted, in writing, to the Association to be discussed prior to their establishment and no less than ten (10) days prior to their introduction by the governing body, except in the case of extreme emergency. Any violation of this provision shall render the change null and void until the terms of this provision are met.

9.5

Any change in terms and conditions of employment herein, shall be by mutual consent of both parties.

9.6

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

9.7

An employee, after completion of his/her probationary period, shall have the right inspect his/her own personnel file on reasonable notice and at a reasonable time. All personnel files are to be considered confidential and information in them is not to be transmitted or exposed to anyone except with written consent of the Chief of Police and the employee involved. No secret files are to be kept.

9.8

The Employer agrees that the Chief shall notify the individual employee if any derogatory material regarding that officer is going to be placed in his personnel file. The employee shall receive ten (10) days notice prior to any such material being placed in the file. The employee 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 being placed into the employee's file will be initialed by said employee before being placed into the file.

9.9

In the event that the Employer has knowledge or cause to investigate the conduct of any employee covered, herein, for violation of rules and/or procedures of the Department, the following will apply:

- a. In the event of a citizen's complaint, charges must be filed within thirty (30) days of the Employer's knowledge of the offense and not later than two (2) months after the alleged offense occurred;
- b. In the event of any other alleged offense, except criminal matters, charges must be filed within sixty (60) calendar days of the date of the alleged offense;
- c. In the event of a criminal matter, statutory law will prevail;
- d. Failure to file charges according to the above listed provisions shall vacate the charges. In the event service cannot be made upon the individual employee(s), in writing, service may be made on a representative of the Association, Local 166;
- e. In the event that any employee is convicted of a breach of any disciplinary rule or procedure regarding his conduct or the performance regarding his conduct or the performance of his duties, and the resolution of such actions is noted and made part of his service record, such reports, notations, memoranda, notices, order, penalties, or otherwise, shall be permanently and forever stricken and expunged from his record after the expiration of eighteen (18) months from the date that the offense was committed, provided no additional offense(s) have been committed in the interim.



9.10

The waiver of any breach or condition of the Agreement, by either party, shall not constitute precedent in the future enforcement of the terms and conditions herein.

9.11

Negotiations between the Borough and the Association, for any succeeding contract(s) shall commence no later than one-hundred fifty (150) days prior to the Borough's mandatory budget submission date of the succeeding year in which the Contract expires.

9.12

In the event that the negotiated Agreement is in conflict with any local municipal rule, regulation or ordinance, the Agreement shall take precedence.

#### ARTICLE 10: FULL AGREEMENT

10.1

This Agreement shall continue in full force and effect, from the effective date of January 1, 1996, through December 31, 1998 and shall be retroactive to January 1, 1996. Negotiations for the Agreement year, January 1, 1999 shall commence during the first two (2) weeks of September, 1998, between representatives of the Association, Local 166, and the Employer.

10.2

This Agreement is entered into pursuant to Chapter 303, P.L. 1968, as amended. Any provision of this Agreement which is deemed illegal, shall be nullified, provided, however, that only that provision which is illegal is nullified and the remainder of the Agreement shall be in full force and effect.

10.3

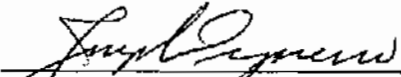
For the purpose of base salary only, it is agreed that, in the event of spiraling inflation, the Association retains the option of re-negotiating the third year salary portion of this three year contract. The Employer reserved the right to reject said request, if the accumulated cost of living percentage over the life of this Contract does not exceed the total accumulative increase given.

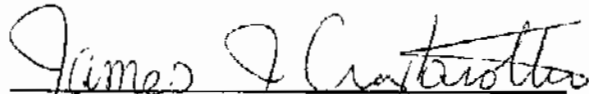
10.4

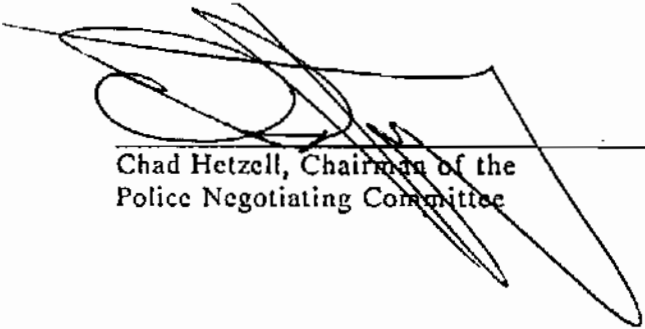
This Agreement shall remain in full force and effect until a new Agreement is signed by the parties herein.

ENTERED INTO THIS


23<sup>rd</sup> DAY OF July 1998.

  
\_\_\_\_\_  
Joseph Dipicrio, Mayor  
For the Borough of Jamesburg

  
\_\_\_\_\_  
James J. Craparotta, Patrolman  
Delegate/Representative for the  
Employee Organization

  
\_\_\_\_\_  
Chad Hetzell, Chairman of the  
Police Negotiating Committee

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness